

AMGEN INC
Form 8-K
May 22, 2018

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)

of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)

May 22, 2018

AMGEN INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction

of incorporation)

001-37702
(Commission

File Number)

95-3540776
(IRS Employer

Identification No.)

One Amgen Center Drive

Thousand Oaks, California
(Address of principal executive offices)
805-447-1000

91320-1799
(Zip Code)

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The Company held its Annual Meeting on May 22, 2018. The final results of the voting for each matter submitted to a vote of stockholders at the meeting are as follows:

Item 1 - Election of Directors

Each of the following 13 nominees for director were elected to serve a one-year term expiring at the Company's 2019 annual meeting of stockholders and until his or her successor is elected and qualified, or until his or her earlier retirement, resignation, disqualification, removal or death.

Name	Votes For	Votes Against	Abstain	Broker Non-Votes
Dr. Wanda M. Austin	503,998,322	1,532,975	1,723,098	94,370,662
Mr. Robert A. Bradway	482,683,636	20,533,009	4,037,750	94,370,662
Dr. Brian J. Druker	503,925,059	1,533,025	1,796,311	94,370,662
Mr. Robert A. Eckert	501,741,752	3,699,625	1,813,018	94,370,662
Mr. Greg C. Garland	476,663,767	28,167,830	2,422,798	94,370,662
Mr. Fred Hassan	500,457,465	4,980,779	1,816,151	94,370,662
Dr. Rebecca M. Henderson	504,038,046	1,495,588	1,720,761	94,370,662
Mr. Frank C. Herringer	495,141,239	10,256,977	1,856,179	94,370,662
Mr. Charles M. Holley, Jr.	503,698,630	1,693,900	1,861,865	94,370,662
Dr. Tyler Jacks	503,383,287	2,095,894	1,775,214	94,370,662
Ms. Ellen J. Kullman	501,410,925	4,122,120	1,721,350	94,370,662
Dr. Ronald D. Sugar	500,052,710	5,358,047	1,843,638	94,370,662
Dr. R. Sanders Williams	502,911,983	2,505,438	1,836,974	94,370,662

Item 2 - Advisory Vote to Approve Our Executive Compensation

The advisory vote to approve our executive compensation was approved.

For:	479,909,273
Against:	24,226,081
Abstain:	3,119,041
Broker Non-Votes:	94,370,662

Item 3 - Ratification of Selection of Independent Registered Public Accountants

Ernst & Young LLP was ratified as the Company's independent registered public accountants for the fiscal year ending December 31, 2018. No Broker Non-Votes resulted from the vote on this proposal.

For:	588,359,686
Against:	11,221,423
Abstain:	2,043,948

Item 4 - Stockholder Proposal

The stockholder proposal for an annual report on the extent to which risks related to public concern over drug pricing strategies are integrated into our executive incentive compensation was not approved.

For:	129,536,872
Against:	371,541,053
Abstain:	6,176,470
Broker Non-Votes:	94,370,662

No other matters were submitted for stockholder action.

A copy of the press release announcing the vote results is furnished as Exhibit 99.1 to this Current Report on Form 8-K and shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits
99.1 Press Release, dated May 22, 2018

EXHIBIT INDEX

Exhibit No.	Document Description
99.1	<u>Press Release, dated May 22, 2018</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMGEN INC.

Date: May 22, 2018

By: /s/ Jonathan P. Graham
Name: Jonathan P. Graham
Title: Senior Vice President, General Counsel and Secretary

ent: 4%; font-size: 10pt; font-family: 'Times New Roman', Times; color: #000000; background: #FFFFFF"> The availability of the First Lien Facilities and the Second Lien Facility is subject to, among other things, there not having occurred since December 31, 2006 a Company Material Adverse Effect as defined in the The Merger Agreement Representations and Warranties beginning on page 65, consummation of the Merger in accordance with the Merger Agreement (and no provision thereof having been waived or amended in a manner materially adverse to the lenders or the arrangers without the reasonable consent of JPMCB and JPMSI (together with JPMCB, collectively JPMorgan) and LBI), the repaying or refinancing of certain existing indebtedness of Vertrue and its subsidiaries, and the negotiation, execution and delivery of definitive documentation.

Facilities

General. The borrower under the First Lien Facilities and the Second Lien Facility will initially be Merger Sub, and after giving effect to the Merger of Merger Sub with and into Vertrue, will be Vertrue, as the Surviving Corporation in the Merger. The First Lien Facilities will be comprised of a \$430.0 million senior secured first lien term loan facility with a term of seven years and a \$30.0 million senior secured first lien revolving credit facility with a term of six years. The Second Lien Facility will be comprised of a \$200.0 million secured second lien term loan facility with a term of eight years. A portion of such Second Lien Facility will be drawn on the closing date and the remaining portion will be drawn on or before the 45th day following the closing date. The revolving credit facility will include sublimits for the issuance of letters of credit and swingline loans. No alternative financing arrangements or alternative financing plans have been made in the event that the First Lien Facilities or the Second Lien Facility are not available as anticipated.

LBI and JPMorgan have been appointed as joint lead arrangers and exclusive joint bookrunners for the First Lien Facilities and the Second Lien Facility. LCPI will be the sole and exclusive administrative agent and JPMorgan will be the sole and exclusive syndication agent.

Vertrue will redeem or repurchase, or defease, all of its outstanding 9 1/4% Senior Notes due 2014 prior to the consummation of the Merger (or, in the case that all such notes are not redeemed, repurchased or defeased, Vertrue will obtain consents to amend the related indenture to eliminate substantially all of the restrictive covenants and certain events of default therein). In addition, immediately after the Merger, Vertrue will deposit in a segregated escrow account an amount equal to the aggregate principal amount of Vertrue s 5.5% Convertible Senior Subordinated Notes due 2010 which have not been converted into equity on or prior to the date of the Merger.

Interest Rate and Fees. Loans under the First Lien Facilities and the Second Lien Facility are expected to bear interest, at the borrower's option, at (i) a rate equal to LIBOR (London Interbank Offered Rate) plus an applicable margin or (ii) a rate equal to the higher of (a) the rate published on the British Banking Association Telerate Page 5 and (b) the federal funds rate plus 0.50%, plus (in either case) an applicable margin. In addition, the Surviving Corporation will pay customary commitment fees (subject to step-down decreases on terms to be agreed) and letter of credit fees under the revolving credit facilities. Upon the initial funding of the First Lien Facilities and the Second Lien Facility, Parent has also agreed to pay an underwriting fee to the Debt Financing Sources.

Prepayments and Amortization. The borrower will be permitted to make voluntary prepayments at any time and required to make mandatory prepayments of the First Lien Facility term loan with (i) net cash proceeds of non-ordinary course asset sales (subject to reinvestment rights and other exceptions and, with respect to sales of certain of the borrower's businesses, the right to make distributions to the equity investors of Parent upon pro-forma achievement of a prescribed total leverage multiple), (ii) issuances of debt for borrowed money (other than permitted debt) and (iii) beginning with the first full fiscal year after the closing date, 50% of the Surviving Corporation's excess cash flow (to be defined) (subject to step-downs based upon total leverage thresholds to be

agreed). After the First Lien Facility term loan has been repaid in full, to the extent amounts would otherwise have been required to mandatorily prepay the First Lien Facility term loan (to the extent resulting from debt issuances or dispositions of assets), then such amounts will be applied as a mandatory prepayment to amounts outstanding under the Second Lien Facility. The First Lien Facility term loan may be voluntarily prepaid without premium or penalty (other than LIBOR breakage costs, if applicable). Voluntary prepayments of the Second Lien Facility must be accompanied by a prepayment fee of (i) if prepaid during the first year, 2% of the principal prepaid, and (ii) if prepaid during the second year, 1% of the principal prepaid. The First Lien Facility term loan will also have required interim amortization payments, payable quarterly, in an amount equal to 1% per annum with the balance payable at the final maturity date of such term loan.

Guarantors. All obligations under the First Lien Facilities and the Second Lien Facility will be guaranteed by Parent and each existing and future direct and indirect restricted, material domestic subsidiary of the Surviving Corporation.

Security. The obligations of the borrower and the guarantors under the First Lien Facilities and the Second Lien Facility and any hedging obligations to which a lender or an affiliate thereof is a counterparty will be secured, subject to permitted liens and other agreed upon exceptions, by a first priority lien (in the case of the First Lien Facilities) or a second priority lien (in the case of the Second Lien Facility) on the equity interests of the borrower and each of its direct and indirect material, restricted domestic subsidiaries and on 65% of the equity interests of the borrower's and any guarantor's direct first tier foreign subsidiaries, and by first priority security interests (in the case of the First Lien Facilities) or second priority security interests (in the case of the Second Lien Facility) in substantially all tangible and intangible present and future assets of the borrowers and the guarantors except, in the case of any foreign subsidiary, to the extent such security interest would be prohibited by applicable provisions or would result in materially adverse tax consequences, and except to the extent the administrative agent determines that the cost of obtaining such security interest is excessive in relation to the benefit thereof. To the extent any collateral (other than collateral that can be perfected by the filing of uniform commercial code financing statements or the delivery of the stock certificate(s) of the borrower and its domestic restricted subsidiaries) is not provided on the closing date after the use of commercially reasonable efforts to do so, the delivery of such collateral will not constitute a condition precedent to the availability of the First Lien Facilities or the Second Lien Facility on the closing date but will be required to be delivered after the closing date pursuant to arrangements to be mutually agreed.

Other Terms. The First Lien Facilities and the Second Lien Facility will contain customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, liens, investments, sales of assets, mergers, acquisitions and consolidations, dividends and other distributions, redemptions, transactions with affiliates, prepayments of certain subordinated indebtedness, and, solely with respect to the revolving credit facility, a maximum total leverage ratio (with step-downs to be agreed). Although the same types of negative covenants will generally be applicable to both the First Lien Facilities and the Second Lien Facility, the negative covenants applicable to the Second Lien Facility will provide greater flexibility under certain circumstances in a manner to be agreed. The First Lien Facilities and the Second Lien Facility will also include customary events of default, including a change of control default.

Guarantees; Remedies

In connection with the Merger Agreement, each of the Sponsors has agreed to guarantee certain of the payment obligations of Parent and Merger Sub under the Merger Agreement, up to a maximum amount equal to their respective pro rata share of a termination fee of \$17.5 million. Each guarantee will remain in full force and effect until the earliest of the closing of the Merger, three months after the termination of the Merger Agreement and March 22, 2009.

We cannot seek specific performance to require Parent and Merger Sub to complete the Merger, and our exclusive remedy for the failure of Parent and Merger Sub to complete the Merger is the termination fee in the

amount of \$17.5 million described above payable to us in the circumstances described under The Merger Agreement Termination Fees beginning on page 73.

Interests of Vertrue s Directors and Executive Officers in the Merger

In considering the recommendations of the Board of Directors, Vertrue s stockholders should be aware that certain of Vertrue s directors and executive officers have interests in the transaction that are different from, and/or in addition to, the interests of Vertrue s stockholders generally. These interests may present Vertrue s directors and executive officers with actual or potential conflicts of interests, and these interests, to the extent material, are described below. In addition, one of the members of the Board of Directors, Alec L. Ellison, is the President of Jefferies Broadview, financial advisor to Vertrue, which will be entitled to a fee in connection with the Merger. The Special Committee and the Board of Directors were aware of these potential conflicts of interest and considered them, among other matters, in reaching their decisions to approve the Merger Agreement and to recommend that our stockholders vote in favor of adopting the Merger Agreement.

Benefits Accruing Prior to or Upon the Merger

Indemnification of Directors and Officers

The Merger Agreement provides that our directors and officers will be indemnified in respect of their past services and the Parent will maintain Vertrue s current directors and officers liability insurance with a claim period of at least six years from the effective time of the Merger, subject to certain conditions. See The Merger Agreement Indemnification; Directors and Officers Insurance.

Vertrue Equity Compensation and Bonus Plans

Upon the consummation of the Merger, all of our equity compensation awards (including our awards held by executive officers) will be subject to the following treatment:

all outstanding stock options, whether vested or unvested, will be cancelled and converted into the right to receive a cash payment equal to the number of outstanding options multiplied by the amount (if any) by which \$48.50 exceeds the option exercise price, and

all outstanding shares of restricted stock will be cancelled and converted into the right to receive a cash payment equal to the number of outstanding shares of restricted stock multiplied by \$48.50.

See The Merger Agreement Merger Consideration and Effects of Merger and The Merger Agreement Employee Benefit Plans for a more complete discussion of the treatment of employee benefit plans.

The table below lists our CEO, Gary A. Johnson, and our other executive officers who served during the year ended December 31, 2006 (collectively, the Named Executive Officers), as well as their respective ages and positions held as of December 31, 2006.

Name	Age	Position
Gary A. Johnson	52	President and Chief Executive Officer, Director
James B. Duffy	53	Executive Vice President, Chief Financial Officer and Chief Operating Officer
Vincent E. DiBenedetto	50	Executive Vice President of Health and Insurance Services

Gary A. Johnson, our co-founder, has served as President, CEO, and a director since our inception in 1989.

James B. Duffy has served as our Executive Vice President and Chief Financial Officer since he joined us in 1996. As of July 1, 2006, Mr. Duffy was also appointed as our Chief Operating Officer.

Vincent DiBenedetto has served as our Executive Vice President of Health and Insurance Services since he joined us in 2000.

The table below sets forth, as of June 7, 2007 (for each of our named executive officers, and our executive officers as a group): (i) the number of stock options held by such person, including unvested stock options that will vest upon the consummation of the Merger, (ii) the cash payment that may be made in respect of the foregoing employee stock options upon the consummation of the Merger, (iii) the aggregate number of shares of restricted stock that will vest upon consummation of the Merger, (iv) the aggregate cash payment that will be made in respect

of the foregoing restricted stock upon the consummation of the Merger, (v) the estimated cash payments made under each of the Management Incentive Plan and the Long-Term Incentive Plans (collectively referred to as the Incentive Plans) upon the consummation of the Merger, (vi) the cash payment that will be made in respect of all other stock owned by such person (including shares owned through employee benefit plans, but excluding stock options and restricted stock), (vii) the total cash payment such person will receive in respect of all payments described in this table if the Merger is consummated (in all cases before applicable withholding taxes).

Name	Vested and Unvested		Restricted		Other		Cash Payment for Other Beneficially Owned Stock	Total Cash Payment
	Stock Options	Cash	Stock	Cash	Management Incentive Plans	Long-Term Incentive Plan		
Gary A. Johnson	630,710	15,144,372	0	0	513,819	58,334	30,799,004	46,515,529
James B. Duffy	342,507	8,284,271	0	0	256,945	23,750	3,108,365	11,673,331
Vincent E. DiBenedetto	142,820	3,746,668	0	0	123,334	13,347	3,072,039	6,955,388
Total of all Executive Officers	1,116,037	27,175,311	0	0	894,098	95,431	36,979,408	65,144,248

In addition, immediately prior to the Merger, Vertrue has agreed to pay a pro rata incentive award to each participant in the Incentive Plans to each participant in such Incentive Plans who remains employed through the consummation of the Merger for the year in which the Merger occurs. Further, Parent will cause the Surviving Corporation to maintain the Incentive Plans for the remainder of the year in which the Merger is consummated on the same terms and conditions and pursuant to the same targets and performance measures as were in effect for such year, and pay certain incentive awards within two months following the end of such year. Moreover, with respect to such Incentive Plans, Vertrue will be permitted, prior to the consummation of the Merger, to pay certain incentive awards for the 2007 fiscal year and, with the consent of Parent, to establish maximum incentive awards and performance goals for fiscal year 2008.

The Management Incentive Plan is an unfunded plan that provides certain officers, employees or employee directors of Vertrue performance-based awards based on the attainment of specified performance goals over the annual fiscal year established by a committee. Performance awards payable to any participant with respect to any performance cycle shall not exceed \$3 million. The Long-Term Incentive Plan is an unfunded plan that provides long-term incentive payments based on the attainment of specified business performance measures over three-year performance cycles. Incentive awards payable to any participant with respect to any performance cycle shall not exceed \$3 million.

Benefits Accruing after the Merger

Gary A. Johnson's Investment in Parent

In connection with the Merger Agreement, Parent and Gary A. Johnson entered into a letter agreement (the Rollover Commitment Letter) pursuant to which Gary A. Johnson agreed to contribute his shares of the Common Stock valued at \$20,000,000 to Parent immediately before the consummation of the Merger in exchange for equity interests in Parent. Each share that Gary A. Johnson contributes shall be valued at \$48.50. Gary A. Johnson's equity investment is expected to represent approximately 10.3% of the outstanding voting stock of Parent, as of the closing of the Merger. For more information on the Rollover Commitment Letter see Rollover and Voting Agreement.

Other Management Investors

Prior to completion of the Merger, each other current member of Vertrue senior management is expected to be provided an opportunity to invest in Parent by contributing a portion of his or her shares of the Common Stock to Parent in exchange for equity of Parent or otherwise purchasing equity securities of Parent in connection with the consummation of the Merger. As of the date of this proxy statement, no decision has been made regarding which additional members of Vertrue senior management will become management investors. In addition, no member of senior management, other than Gary A. Johnson, engaged in any discussions with the Parent/Sponsors regarding the possibility of investing in the Parent prior to the signing of the Merger Agreement. Subsequent to the signing of the

Merger Agreement, Gary A. Johnson has initiated preliminary discussions regarding the opportunity to invest in Parent with two other members of senior management, Jay T. Sung and Gerald A. Powell, but the terms and conditions of any such investment have not yet been determined. Further, it is anticipated that prior to the consummation of the Merger, discussions will be held with all other members of senior management regarding the opportunity to invest in Parent. As of the date of this Proxy Statement, senior management of Vertrue (including Gary A. Johnson's 11.5% interest) beneficially owns approximately 18.4% of the outstanding Common Stock. The equity investment by the management investors, excluding Gary A. Johnson, is currently expected to represent, in the aggregate, an immaterial amount of the voting stock of Parent, both in relation to the aggregate equity investment of, and voting control acquired by, the Sponsors, and the equity investment of Gary A. Johnson in Parent is currently expected to represent 10.3% of the outstanding voting stock of Parent as of the closing of the Merger.

Directors and Officers

It is anticipated that the current executive officers of Vertrue will hold substantially similar positions within the Surviving Corporation after completion of the Merger. It is anticipated that the services of Vertrue's directors, other than Gary A. Johnson, will end on the completion of the Merger. Immediately after the consummation of the Merger, the directors of Merger Sub, immediately prior the effective time of the Merger, will become the directors of the Surviving Corporation until the earlier of their resignation or removal, or until their successors are duly elected or appointed and qualified, as the case may be. It is expected that Gary A. Johnson will be a director of Parent and the Surviving Corporation.

New Equity Incentive Plan

In connection with the consummation of the Merger, Parent will adopt a new equity incentive plan pursuant to which Vertrue senior managers, including executive officers, will be given the opportunity to buy up to 15% of Parent's junior common equity, at a price equal to the fair market value of that equity on the date that equity is purchased. It is expected that the substantial majority of that equity will be purchased at the closing of the Merger. It is currently anticipated that at least one-third of that pool will be allocated to Gary A. Johnson and all or substantially all of the remainder will be allocated to other employees of the Surviving Corporation, including the other executive officers, though neither the extent of those allocations, nor the individual allocations have been determined. Those purchases will be purchases of restricted junior common equity, which will vest based on continued employment over a specific period of time. The restricted junior common equity will generally be subject to forfeiture in the event of the purchaser's termination of employment other than on account of death or disability, by the Surviving Corporation without cause or, in some cases, by the employee because of a constructive termination.

Employment Agreement with Gary A. Johnson

It is expected that, prior to the consummation of the Merger, Gary Johnson, Parent and the Surviving Corporation will enter into an employment agreement effective upon consummation of the Merger on terms and conditions that are substantially on the terms as set forth on the term sheet attached as an Exhibit to his Rollover and Voting Commitment Letter. The principal terms set out in that term sheet, which are to be reflected in the employment agreement itself and which is still the subject of ongoing discussions, are:

The employment agreement will have an initial term of four years beginning upon consummation of the Merger, a first renewal term of three years, and thereafter additional one year terms unless notice of intent not to renew is given. Gary A. Johnson will be the President and Chief Executive Officer of the Surviving Corporation, and will also be a member, and the Chairman, of Parent's and the Surviving Corporation's board of directors.

Gary A. Johnson's annual salary will be \$750,000, which will be subject to discretionary annual increase, but not decrease. Gary A. Johnson will also be eligible to earn an annual bonus as a percentage of his annual salary, based upon the extent to which annual performance targets are achieved. Gary A. Johnson's bonus target will be 135.6% of his annual salary. Gary A. Johnson will be entitled to participate in all employee and fringe benefit plans of the Surviving Corporation that are offered to the senior executives of the Surviving Corporation.

If Gary A. Johnson's employment terminates due to death or disability, he would be entitled to receive: (i) any base salary and any bonus that is earned and unpaid through the date of termination; (ii) accrued but unpaid expenses required to be reimbursed, (iii) unused vacation accrued to the date of termination; (iv) the employee benefits, if any, as to which he is then entitled under the Surviving Corporation's employee benefit plans; (v) the greater of (A) 50% of his annual bonus target or (B) a pro rata portion of the annual bonus target for the year of termination based on the number of days worked over 365 (the "pro rata bonus"); and (vi) in the case of disability, continued coverage under the Surviving Corporation's group health, medical and dental plans until age 65 on the terms and conditions generally applicable to active executives (the payments and benefits described in (i) through (iii) being "accrued rights").

If Gary A. Johnson's employment is terminated by the Surviving Corporation without "cause" or if Gary A. Johnson terminates his employment following a "constructive termination" (each a "qualifying termination"), he will be entitled to (i) the accrued rights; (ii) a cash severance payment equal to (A) if the qualifying termination occurs (x) within the two-year period following the consummation of the merger or (y) upon a subsequent change of control of the Surviving Corporation or Parent, the product of 2.99 times the sum of his base salary and his highest targeted bonus in the year of termination and the three prior fiscal years, or (B) if the qualifying termination occurs after the two-year period following the consummation of the Merger, but prior to a subsequent change of control of the Surviving Corporation or Parent, the product of two or three, at Gary A. Johnson's election at the time of the termination of his employment, which will also be the length of his non-compete period, times the sum of his base salary and his highest targeted bonus in the year of termination and the three prior fiscal years; (iii) the pro rata bonus; (iv) continued coverage under the Surviving Corporation's group health, medical and dental plans for two years on the terms and conditions generally applicable to active executives; (v) continued term life insurance coverage for two years on the terms and conditions in effect at the time of termination; (vi) reimbursement of up to \$25,000 for outplacement services; and (vii) a pro rata payment of bonuses under the Long Term Incentive Plan for each open cycle. All severance payments are to be paid in accordance with the Surviving Corporation's normal payroll practices, except that if the qualifying termination occurs upon a change of control of the Surviving Corporation or Parent, payments are to be made in a lump sum within 15 days of his termination date.

Gary A. Johnson (or his estate) will also have the right, in connection with his death, disability or a qualifying termination to put either 100%, in the case of death or disability, or 50%, in the case of a qualifying termination, of his rollover equity back to Parent, at a price determined in accordance with the shareholders agreement among the stockholders of Parent, within 90 days of his termination, provided that Parent's obligation to make payments in response to the put is suspended while making such payments would violate any loan covenant to which Parent or the Surviving Corporation is subject.

In the event that Gary A. Johnson's termination of employment is not a qualifying termination or a termination due to death or disability, he will only be entitled to the "accrued rights" (as defined above).

Additionally, if his termination occurs within the two-year period following the consummation of the Merger, the Surviving Corporation will agree to provide Gary A. Johnson with a full 280G gross-up against any excise taxes which he may incur as a result of the Merger.

Gary A. Johnson will be subject to a covenant not compete and not to solicit employees and customers of the Surviving Corporation for a two year period after his termination of employment, except that if his employment terminates following the second anniversary of the consummation of the Merger, but prior to a change of control of the Surviving Corporation or Parent, he will be subject to either a two or three year, at his election at that time, covenant not compete and not to solicit and will be entitled to severance benefits for that

same two or three year period as he so elects.

Employment Agreements with Other Persons

The Surviving Corporation and Parent expect to enter into employment agreements with two other individuals, Jay T. Sung and Gerard A. Powell, but the terms and conditions of those agreements have not yet been determined.

Other Arrangements

Parent has agreed to provide benefits payable upon termination pursuant to the Executive Termination Benefits Policy (the "ETBP") and the Supplemental Executive Retirement Plan (the "SERP") on terms that are no less favorable than that which exist immediately prior to the Merger for two years after the consummation of the Merger. Such arrangement only applies to those employees who are participants in such plans at the effective time of the Merger.

In addition, Parent has agreed, for up to one year after the consummation of the Merger, to maintain the following employee benefits arrangements on terms that are no less favorable than that which exist immediately prior to the Merger: (i) base salary and bonus opportunities (including annual and long-term cash bonus opportunities but excluding equity-based incentives) (ii) pension (other than benefits under the SERP) and welfare benefits and perquisites, and (iii) severance benefits that are no less favorable than those set forth in the ETBP or similar severance benefits plans for those employees who are eligible for such benefits under the terms of such severance benefits plans.

See "The Merger Agreement - Merger Consideration and Effects of Merger" and "The Merger Agreement - Employee Benefit Plans" beginning on page 63 and page 70, respectively, for a more complete discussion of the treatment of these plans.

All of the preceding cash payments will be subject to applicable withholding taxes.

Material U.S. Federal Income Tax Consequences of the Merger to Our Stockholders

The following is a summary of the material U.S. federal income tax consequences of the Merger to holders of shares of the Common Stock that are converted into the right to receive cash in the Merger. This summary does not purport to consider all aspects of U.S. federal income taxation that might be relevant to our stockholders. For purposes of this discussion, we use the term "U.S. holder" to mean a beneficial owner of shares of the Common Stock that is, for U.S. federal income tax purposes:

a citizen or resident of the United States;

a corporation created or organized under the laws of the United States or any of its political subdivisions;

a trust that (i) is subject to the supervision of a court within the United States and the control of one or more U.S. persons or (ii) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person; or

an estate that is subject to U.S. federal income tax on its income regardless of its source.

A "non-U.S. holder" is a person (other than a partnership) that is not a U.S. holder.

If a partnership holds shares of the Common Stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partner of a partnership holding shares of the Common Stock should consult its tax advisor.

This discussion is based on current law, which is subject to change, possibly with retroactive effect. It applies only to beneficial owners who hold shares of the Common Stock as capital assets, and may not apply to shares of the Common Stock received in connection with the exercise of employee stock options or otherwise as compensation, stockholders who hold an equity interest, directly or indirectly, in Parent or the Surviving Corporation after the

Merger, or certain types of beneficial owners who may be subject to special rules (such as insurance companies, banks, tax-exempt organizations, financial institutions, broker-dealers, partnerships, S corporations or other pass-through entities, mutual funds, traders in securities who elect the mark-to-market method of accounting, stockholders subject to the alternative minimum tax, stockholders that have a functional currency other than the U.S. dollar, or stockholders who hold shares of the Common Stock as part of a hedge, straddle or a constructive sale or conversion transaction). This discussion does not address the receipt of cash in connection with the cancellation of shares of restricted stock or options to purchase shares of the Common Stock, or any other matters relating to equity compensation or employee benefit plans. This discussion also does not address any aspect of state, local or foreign tax laws.

U.S. Holders

The exchange of shares of the Common Stock for cash in the Merger will be a taxable transaction to U.S. holders for U.S. federal income tax purposes. In general, a U.S. holder whose shares of the Common Stock are converted into the right to receive cash in the Merger will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the amount of cash received with respect to such shares (determined before the deduction of any applicable withholding taxes) and the stockholder's adjusted tax basis in such shares. Gain or loss will be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction). Such gain or loss will be long-term capital gain or loss provided that a stockholder's holding period for such shares is more than 12 months at the time of the consummation of the Merger. Long-term capital gains of individuals are eligible for reduced rates of taxation. There are limitations on the deductibility of capital losses.

Backup withholding of tax may apply to cash payments received by a non-corporate stockholder in the Merger, unless the stockholder or other payee provides a taxpayer identification number (social security number, in the case of individuals, or employer identification number, in the case of other stockholders), certifies that such number is correct, and otherwise complies with the backup withholding rules. Each of our stockholders should complete and sign the Substitute Form W-9 included as part of the letter of transmittal and return it to the paying agent, in order to provide the information and certification necessary to avoid backup withholding, unless an exemption applies and is established in a manner satisfactory to the paying agent. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowable as a refund or a credit against a U.S. holder's federal income tax liability provided the required information is timely furnished to the Internal Revenue Service. Cash received in the Merger will also be subject to information reporting unless an exemption applies.

Non-U.S. Holders

Any gain realized on the receipt of cash in the Merger by a non-U.S. holder generally will not be subject to United States federal income tax unless:

the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-U.S. holder);

the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or

Vertrue is or has been a United States real property holding corporation for U.S. federal income tax purposes and the non-U.S. holder owned more than 5% of the Common Stock at any time during the five years preceding the Merger.

An individual non-U.S. holder described in the first bullet point immediately above will be subject to tax on the net gain derived from the Merger under regular graduated U.S. federal income tax rates. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a U.S. person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a flat 30% tax on the gain derived from the Merger, which may be offset by U.S. source capital losses, even though the individual is not considered a resident of the United States.

Vertrue believes that it is not and has not been a United States real property holding corporation for U.S. federal income tax purposes.

Backup withholding of tax may apply to the cash received by a non-corporate stockholder in the Merger, unless the stockholder or other payee certifies under penalty of perjury that it is a non-U.S. holder in the manner described in the letter of transmittal (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person as defined under the Code) or otherwise establishes an exemption in a manner satisfactory to the paying agent. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against a non-U.S. holder's U.S. federal income tax liability, if any, provided that

such non-U.S. holder furnishes the required information to the Internal Revenue Service in a timely manner. Cash received in the Merger will also be subject to information reporting, unless an exemption applies.

The U.S. federal income tax consequences set forth above are not intended to constitute a complete description of all tax consequences relating to the Merger. Because individual circumstances may differ, you should consult your tax advisor regarding the applicability of the rules discussed above to you and the particular tax effects to you of the Merger in light of your particular circumstances, the application of state, local and foreign tax laws, and, if applicable, the tax consequences of the receipt of cash in connection with the cancellation of shares of restricted stock, or options to purchase shares of the Common Stock, including the transactions described in this proxy statement relating to our other equity compensation and employee benefit plans.

Past Contacts, Transactions, Negotiations and Agreements

Other than as set forth in this proxy statement, during the past two years, none of Vertrue, Gary A. Johnson or other executive officers or directors of Vertrue have been involved in a transaction (i) with Vertrue or any of its affiliates that are not natural persons where the aggregate value of the transaction exceeded more than 1% of Vertrue's consolidated revenues during the fiscal year in which the transaction occurred, or during the past portion of the fiscal year of 2007 if the transaction occurred in the fiscal year of 2007 or (ii) with any executive officer, director or affiliate of Vertrue that is a natural person where the aggregate value of the transaction or series of similar transactions exceeded \$60,000.

Other than as set forth in this proxy statement, during the past two years, none of Parent, Merger Sub, Sponsors or their respective executive officers or directors or managing members have been involved in a transaction (i) with Vertrue or any of its affiliates that are not natural persons where the aggregate value of the transaction exceeded more than 1% of Vertrue's consolidated revenues during the fiscal year in which the transaction occurred, or during the past portion of the fiscal year of 2007 if the transaction occurred in the fiscal year of 2007 or (ii) with any executive officer, director or affiliate of Vertrue that is a natural person where the aggregate value of the transaction or series of similar transactions exceeded \$60,000.

Other than as described under Background of the Merger, or as otherwise set forth in this proxy statement, there have not been any negotiations, transactions or material contacts during the past two years concerning any merger, consolidation, acquisition, tender offer or other acquisition of any class of Vertrue's securities, election of Vertrue's directors or sale or other transfer of a material amount of Vertrue's assets (i) between Vertrue or any of its affiliates, on the one hand, and Gary A. Johnson, Parent, Merger Sub, Sponsors or any of their respective subsidiaries, executive officers or directors or managing members, on the other hand, (ii) between any affiliates of Vertrue or (iii) between Vertrue or any of its affiliates, on the one hand, and any person not affiliated with Vertrue who would have a direct interest in such matters, on the other hand.

Other than as set forth in this proxy statement, there are no agreements, arrangements or understandings between Vertrue, Parent, Merger Sub, Sponsors, their respective executive officers or directors or managing members or Gary A. Johnson and any other person with respect to Vertrue's securities. For more information about Vertrue, its executive officers and directors and the relationships among them, see Annex E.

Certain Relationships Between Parent and Vertrue

There are no material relationships between Parent and Merger Sub or any of their respective affiliates, on the one hand, and Vertrue or any of its affiliates, on the other hand, other than in respect of the Merger Agreement and those arrangements described above under Background of the Merger and Interests of Vertrue's Directors and Executive Officers in the Merger beginning on pages 18 and 55, respectively.

Fees and Expenses of the Merger

We estimate that we have incurred or will incur, and have paid or will be responsible for paying, transaction-related fees and expenses, consisting primarily of financial, legal, accounting and tax advisory fees, SEC filing fees and other related charges, totaling approximately \$22,000,000. This amount includes the following estimated fees and expenses:

Description	Amount to be Paid
SEC filing fee	\$ 16,320.60
Printing, proxy solicitation and mailing expenses	\$ 225,000.00
Financial, legal, accounting and tax advisory fees and expenses	\$ 21,550,000.00
Miscellaneous expenses	\$ 208,679.40
Total	\$ 22,000,000.00

These expenses will not reduce the Merger Consideration to be received by Vertrue's stockholders in the Merger.

In general, all expenses incurred by a party to the Merger Agreement will be paid by that party (except for certain expenses incurred by Vertrue in connection with the debt financing as described in Financing of the Merger). However, if the Merger Agreement is terminated in certain circumstances, we may be required to pay to Parent a termination fee (see The Merger Agreement Termination Fee), or we may be required to reimburse certain expenses of Parent and Merger Sub up to \$4.0 million (see The Merger Agreement Expenses).

THE MERGER AGREEMENT (PROPOSAL NO. 1)

This section describes the material terms of the Merger Agreement. The description in this section and elsewhere in this proxy statement is qualified in its entirety by reference to the Merger Agreement, a copy of which is attached as Annex A and is incorporated by reference into this proxy statement. This summary does not purport to be complete and may not contain all of the information about the Merger Agreement that is important to you. We encourage you to read the Merger Agreement carefully and in its entirety.

The Merger Agreement is included to provide you with information regarding its terms and is not intended to provide any other factual information about us, Parent, Merger Sub or their respective affiliates. The representations, warranties and covenants made by us, Parent and Merger Sub are qualified and subject to important limitations agreed to by us, Parent and Merger Sub in connection with negotiating the terms of the Merger Agreement.

The Merger

The Merger Agreement provides for the merger of Merger Sub with and into Vertrue upon the terms, and subject to the conditions, of the Merger Agreement. The Merger will be effective at the time the Certificate of Merger is filed with the Secretary of State of the State of Delaware (or at a later time, if agreed upon by the parties and specified in the Certificate of Merger).

As the Surviving Corporation in the Merger, Vertrue will continue to exist following the Merger. Upon consummation of the Merger, the directors of Merger Sub will be the initial directors of the Surviving Corporation and the officers of Vertrue will be the initial officers of the Surviving Corporation. All Surviving Corporation officers will hold their positions until their successors are duly elected and qualified or until the earlier of their resignation or removal.

Vertrue, Parent or Merger Sub may terminate the Merger Agreement prior to the consummation of the Merger in some circumstances, whether before or after the adoption of the Merger Agreement by Vertrue's stockholders. Additional details on termination of the Merger Agreement are described in Termination.

Merger Consideration and Effects of Merger

Common Stock

At the consummation of the Merger, each share of the Common Stock then outstanding will convert into the right to receive the Merger Consideration. Shares owned by Vertrue, Parent, Merger Sub or stockholders who have perfected and not withdrawn or lost appraisal rights pursuant to Section 262 of the General Corporation Law of the State of Delaware (the DGCL) will be cancelled without payment of consideration. As described under Rights of Appraisal, stockholders who perfect their appraisal rights will not receive the Merger Consideration for their shares of the Common Stock and will instead be entitled to the appraisal rights provided under the DGCL.

Restricted Stock

At the consummation of the Merger, each outstanding share of restricted stock under the Stock Plans (as defined in the Merger Agreement), will be converted into the right to receive the Merger Consideration.

Options

At the consummation of the Merger, each outstanding option to purchase shares of the Common Stock under the Stock Plans, vested or unvested, will entitle the holder of such option to receive an amount in cash equal to (x) the total number of shares of the Common Stock subject to such option immediately prior to the consummation of the Merger multiplied by (y) the excess, if any, of the Merger Consideration over the exercise price per share of the Common Stock under such option.

Closing; Consummation of the Merger

The closing of the Merger will take place on the second business day following the date on which the conditions to closing (described below under "Conditions to Closing") are satisfied or waived. The consummation of the Merger will occur when a Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such later time as specified in the Certificate of Merger.

Payment for the Shares

Before the Merger, Parent will designate a paying agent reasonably satisfactory to Parent and approved by Vertrue to make payment of the Merger Consideration as described above. At or before the effective time of the Merger, Parent will deposit in trust with the paying agent the funds necessary to pay the Merger Consideration to the stockholders.

From and after the effective time of the Merger, there will be no transfers on Vertrue's stock transfer books. If, after the effective time of the Merger, any certificate is presented to the Surviving Corporation, Parent or the paying agent for transfer, it will be canceled and exchanged for the Merger Consideration (other than shares for which appraisal rights have been properly demanded and perfected), reduced by any applicable withholding taxes. Promptly after the effective time of the Merger and in any event within five business days, the Surviving Corporation will cause the paying agent to send Vertrue's stockholders a letter of transmittal and instructions advising each stockholder how to surrender stock certificates in exchange for the Merger Consideration. The paying agent will pay the stockholders the Merger Consideration after the stockholders have (i) surrendered the stock certificates to the paying agent and (ii) provided to the paying agent a signed letter of transmittal and any other items specified by the letter of transmittal. Interest will not be paid or accrue in respect of the Merger Consideration. The Surviving Corporation will reduce the amount of any Merger Consideration paid to the stockholders by any applicable withholding taxes.

If any cash deposited with the paying agent is not claimed within 180 days following the effective time of the Merger, such cash will be returned to the Surviving Corporation. None of the Surviving Corporation, Parent, paying agent or any other person will be liable to any former stockholder of Vertrue for any amount required to be delivered to a public official under applicable abandoned property, escheat or similar laws. If shares of the Common Stock are transferred but not registered in Vertrue's transfer records, the paying agent may pay the transferee of such shares if the stock certificate formerly representing such shares is presented to the paying agent, together with all documents reasonably required to evidence and effect such transfer and to evidence that any applicable transfer tax have been paid or not applicable. If any stock certificate formerly representing shares of the Common Stock is lost, stolen or destroyed, upon the making of an affidavit of that fact and, if required by Parent, the posting of a bond in customary amount as indemnity, the paying agent will pay the Merger Consideration to the holder of such lost, stolen or destroyed stock certificate.

Financing

Parent has agreed that it will use its reasonable best efforts to arrange the debt financing, including maintaining in effect the debt financing commitment received by it to finance the Merger, entering into definitive agreements with respect to the financing on the terms and conditions contained in the debt financing commitment (or on other terms acceptable to Parent that would not adversely impact the ability or likelihood of Parent or Merger Sub to consummate the Merger), satisfying on a timely basis all conditions applicable to Parent and Merger Sub and consummating the financing at or prior to the closing.

If any portion of the debt financing becomes unavailable on the terms and conditions contemplated in the debt financing commitment, Parent is required to use its reasonable best efforts to arrange alternative financing on terms that are not materially less beneficial to Parent, Merger Sub and us than those in the debt financing commitment in the amount sufficient to consummate the transactions contemplated by the Merger Agreement as promptly as practicable.

We have agreed to extensively cooperate in connection with Parent's efforts to obtain the financing as Parent and Merger Sub reasonably request that is necessary, proper or advisable in connection with the financing. Parent will reimburse our reasonable out-of-pocket costs in connection with such cooperation.

The receipt by Parent of the proceeds of the debt and equity financing commitments is not a condition to the closing of the Merger. In addition, any failure by Parent to have available, on the second business day following the day on which the last to be satisfied or waived of the closing conditions (other than those conditions that by their nature are to be satisfied at the closing, provided that Vertrue's officers certificates would otherwise be able to be delivered if the closing were to occur on such second business date) shall be satisfied or waived in accordance with the Merger Agreement, all funds necessary to consummate the Merger shall constitute a breach by Parent of the Merger Agreement.

Representations and Warranties

The Merger Agreement contains representations and warranties made by the parties solely for the benefit of each other. The statements contained in those representations and warranties are qualified by information in confidential disclosure schedules that the parties have exchanged in connection with the execution and delivery of the Merger Agreement and that qualify and create exceptions to those representations and warranties.

Representations and Warranties of Vertrue

our and our subsidiaries' due organization and existence and governing documents;

our capitalization and the validity of our equity securities;

the absence of voting trusts or other agreements or understandings to which we or any of our subsidiaries is a party with respect to the voting of our capital stock;

our corporate power to enter into, and consummate the transactions under, the Merger Agreement and the enforceability of the Merger Agreement;

the approval and recommendation by our Board of Directors of the Merger Agreement, the receipt of the opinion of our financial advisor, Jefferies Broadview (and the Special Committee has received the opinion of its financial advisor, FTN);

our Board of Directors' action to (i) exempt Parent from the definitions of "interested stockholder" and "business combination" under Delaware law, and (ii) elect, to the extent permitted by applicable law, not to be subject to any other applicable takeover statutes of any jurisdiction;

the absence of violations of, or conflicts with, our governing documents, applicable law and certain agreements relating to the Merger;

the required governmental consents relating to the Merger;

our SEC filings since June 30, 2005;

compliance with the listing and corporate governance rules of NASDAQ;

our disclosure controls and procedures and internal controls over financial reporting;

the absence of a Company Material Adverse Effect (as defined below) and the absence of certain other changes or events related to us or our subsidiaries since June 30, 2006;

the absence of certain undisclosed liabilities;

the absence of legal proceedings and governmental orders against us;

compliance with applicable laws, licenses and permits;

taxes;

material contracts;

employment and labor matters;

employee benefit plans;

except for Section 203 of the DGCL, the inapplicability of takeover regulation and takeover provisions in our governing documents to the Merger;

environmental matters;

intellectual property;

insurance policies;

the brokers' fees;

proxy statement and other filings;

real property; and

affiliate transactions.

Many of our representations and warranties are qualified by, among other things, exceptions relating to the absence of a Company Material Adverse Effect, which is defined in the Merger Agreement to mean a material adverse effect on (i) the financial condition, properties, assets, liabilities, business or results of operations of us and our subsidiaries taken as a whole or (ii) our ability to timely perform our obligations under, and consummate the transactions contemplated by, the Merger Agreement, and we have represented that since June 30, 2006 there has not been any change in the financial condition, properties, assets, liabilities, business or results of operations of us or our subsidiaries that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect. However, none of the following will constitute, or be taken into account in determining whether there has been or is, a Company Material Adverse Effect:

changes after March 22, 2007 in the economy or financial markets or that are the result of acts of war or terrorism;

changes after March 22, 2007 that are the result of factors generally affecting any industry in which we and our subsidiaries operate;

changes in any law or in U.S. generally accepted accounting principals or official interpretation thereof after March 22, 2007;

any loss or threatened loss of, or adverse change or threatened adverse change in, our relationship with customers, employees, financing sources or suppliers caused by the announcement or pendency of the transactions contemplated by the Merger Agreement and any change in credit ratings;

any actions taken by us to obtain approval under applicable antitrust or competition laws for consummation of the Merger;

any failure to meet any estimates of revenues or earnings for any period ending on or after March 22, 2007; and

after March 22, 2007 a decline in the price or trading volume of the Common Stock.

Unless, in the case of the first three bullet points above, such changes have a materially disproportionate effect on us and our subsidiaries, taken as a whole, when compared to other companies in the same industries in which we or our subsidiaries operate.

Representations and Warranties of Parent and Merger Sub

their due organization and existence and governing documents;

their power and authority to enter into, perform the obligations of and consummate the transactions under, the Merger Agreement;

the absence of violations of, or conflicts with, their governing documents, applicable law and certain agreements relating to the Merger;

the required governmental consents relating to the Merger;

the absence of litigation against Parent or Merger Sub;

the existence of the equity and debt financing commitments for the Merger;

the absence of amendment to, rescission of, or any default under, the financing commitments, and the enforceability of the equity and debt financing commitments;

the capitalization of Merger Sub;

the absence of undisclosed broker's fees;

the absence of competing business;

the delivery of the executed limited guaranties (as described below under "Limited Guaranties"), the absence of any default under the limited guaranties and the enforceability of the limited guaranties;

proxy statement and other filings; and

their lack of being an "interested stockholder" of Vertrue as defined in Section 203 of the DGCL at any time during the last three years, and that neither Parent nor Merger Sub owns (in the aggregate) 5% or more of any shares of our capital stock for purposes of Section 203 of the DGCL.

The representations and warranties in the Merger Agreement of each of us, Parent and Merger Sub will terminate at the termination of the Merger Agreement pursuant to its terms.

Conduct of Our Business Pending the Merger

Under the Merger Agreement, we have agreed that, subject to certain exceptions (including exceptions set forth in our disclosure schedule), between March 22, 2007 and the completion of the Merger, unless Parent gives its prior consent, we and our subsidiaries will conduct business in the ordinary and usual course consistent with past practice and, to the extent consistent therewith, we and our subsidiaries shall use our respective reasonable best efforts to preserve our business organizations intact and maintain existing relations and goodwill with governmental entities, customers, suppliers, employees and business associates.

In addition, subject to certain agreed exceptions, neither we nor any of our subsidiaries will take any of the following actions without Parent's consent:

change our charter or bylaws;

merge with any other person or restructure, reorganize or liquidate;

acquire assets outside the ordinary course of business with a value or purchase price in the aggregate in excess of \$1 million, other than acquisitions pursuant to contracts in effect as of March 27, 2007;

issue, sell, pledge or dispose of capital stock;

make any loans or capital contributions to any person (other than intercompany) in excess of \$1 million in the aggregate;

declare or pay any dividend or enter into any voting agreement with respect to our capital stock;

reclassify, split, redeem or acquire any of our capital stock or other related securities;

incur any indebtedness or guarantee indebtedness of another person (other than our wholly owned subsidiary), or issue or sell any debt securities or warrants or other rights to acquire our debt security, except for indebtedness for borrowed money incurred in the ordinary course of business;

make or authorize any capital expenditure in excess of \$1 million in the aggregate;

make any material changes to accounting policies or procedures;

settle any claim or investigation or pay any claim other than in the ordinary course of business which does not exceed in any individual case \$500,000 or an aggregate of more than \$2 million;

other than in the ordinary course of business, make or change any material tax election or settle or compromise any material tax liability;

transfer material product lines or businesses, other than in the ordinary course of business and other than pursuant to contracts in effect prior to March 22, 2007;

except as required by contracts or law, (i) provide any severance or similar benefits to or increase the compensation or make any new equity awards to any director, officer or other employee, except for increases of non-equity compensation to non-director and non-officer employees in the ordinary course of business, or (ii) establish, terminate or materially amend any employee benefit plan;

change in any material respect our debt collection practices; or

agree, authorize or commit to do any of the foregoing.

Acquisition Proposals

Except with respect to Excluded Parties (as defined below), from March 22, 2007 until the time our stockholders approve the Merger Agreement or termination of the Merger Agreement, if earlier, we shall not:

solicit any Acquisition Proposals (as defined below),

discuss and negotiate any Acquisition Proposals, or

otherwise knowingly facilitate any effort to make any proposal that constitutes or would reasonably be expected to lead to an Acquisition Proposal;

However, we are permitted to until April 16, 2007:

solicit Acquisition Proposals from strategic buyers, including by providing them non-public information;

discuss and negotiate Acquisition Proposals with strategic buyers; and

otherwise cooperate with any effort by a strategic buyer to make an offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal.

In addition, except with respect to Excluded Parties, commencing on April 16, 2007, we must immediately cease discussions and negotiations regarding Acquisition Proposals.

The above restrictions are not applicable with respect to any written Acquisition Proposal from a strategic buyer (i) received prior to April 16, 2007 and (ii) with respect to which our Board of Directors has determined in good faith based on the information then available and after consultation with our financial advisors that such Acquisition Proposal either constitutes a Superior Proposal (as defined below) or would reasonably be expected to result in a

Superior Proposal (any such person submitting such an Acquisition Proposal, an Excluded Party).

At any time on or following April 16, 2007 and prior to the time our stockholders adopt the Merger Agreement, we may:

provide information requested by a person (including any Excluded Party) who has made a bona fide written Acquisition Proposal if (i) we receive an acceptable executed confidentiality agreement and (ii) we concurrently provide to Parent any non-public information provided to such person which was not previously provided to Parent; or

discuss and negotiate with any person (including any Excluded Party) who has made such an unsolicited bona fide written Acquisition Proposal,

to the extent that (a) we have not breached the provisions of the Merger Agreement relating to an Acquisition Proposal, (b) prior to taking any such action (i) our Board of Directors determines in good faith after consultation

with outside legal counsel that failure to take such action would be inconsistent with our directors' fiduciary duties under applicable law, (ii) our Board of Directors has determined in good faith based on the information then available and after consultation with its financial advisor that such Acquisition Proposal either constitutes a Superior Proposal or would reasonably be expected to result in a Superior Proposal and (iii) we have provided Parent with written notice of our intention to take any such action prior to or concurrently with taking such action.

An Acquisition Proposal means:

any proposal or offer with respect to a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, share exchange, business combination or similar transaction; or

any other direct or indirect acquisition,

in each case, involving 15% or more of the total voting power or of any class of our equity securities, or 15% or more of our consolidated total assets (including equity securities of our subsidiaries).

A Superior Proposal means a bona fide Acquisition Proposal made in writing involving:

more than 50% of our consolidated assets, or

the total voting power of our equity securities,

that our Board of Directors has determined in its good faith judgment (after consultation with its financial advisor and outside legal counsel) is reasonably likely to be consummated in accordance with its terms and, if consummated, would result in a transaction more favorable to our stockholders from a financial point of view than the transaction contemplated by the Merger Agreement, in each determination, taking into account all legal, financial and regulatory aspects of the proposal and the person making the proposal.

Our Board of Directors may not:

withhold, withdraw, qualify or modify (or publicly propose or resolve to withhold, withdraw, qualify or modify), in a manner adverse to Parent, its recommendation that the Merger Agreement be approved by our stockholders (a Change of Recommendation) unless failure to do so (prior to adoption of the Merger Agreement by our stockholders) would be inconsistent with the fiduciary duties of our Board of Directors under applicable law, (in which case we shall have provided prior written notice to Parent and negotiate with Parent in good faith to attempt to make adjustments to the Merger Agreement so that failure to effect such Change of Recommendation would not be inconsistent with the fiduciary duty of the Board of Directors), or

approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal or cause or permit us to enter into any acquisition agreement, merger agreement, letter of intent or other similar agreement relating to an Acquisition Proposal or enter into any agreement requiring us to abandon, terminate or fail to consummate the transactions contemplated by the Merger Agreement or resolve, propose or agree to do any of the foregoing,

However, at any time prior to the adoption of the Merger Agreement by our stockholders, if we receive a bona fide Acquisition Proposal which our Board of Directors concludes in good faith after consultation with its outside legal counsel and financial advisors constitutes a Superior Proposal, after giving effect to all of the adjustments to the terms of the Merger Agreement which may be offered by Parent, our Board of Directors may terminate the Merger

Agreement to enter into a definitive agreement with respect to such Superior Proposal, provided that (i) in advance of or concurrently with such termination, we pay the Termination Fee (as described below under Termination Fee), (ii) we have not materially breached any obligations summarized in this Acquisition Proposal section; (iii) we have provided prior written notice to Parent and (iv) we have negotiated with Parent in good faith to attempt to make such adjustments to the Merger Agreement so that such proposal ceases to constitute a Superior Proposal.

From April 16, 2007, we must notify Parent orally and in writing within 48 hours of the receipt of any Acquisition Proposal received on or after April 16, 2007 and any request for non-public information and discussions

or negotiations, indicating the identity of the person making such request, the material terms and conditions of any proposals or offers and thereafter must keep Parent reasonably informed of the status thereof.

Nothing in the non-solicitation provisions of the Merger Agreement prevents us from (i) disclosing to our stockholders a position contemplated by Rules 14e-2(a) and 14d-9 promulgated under the Exchange Act, or (ii) making any stop-look-and-listen communication to our stockholders pursuant to Rule 14d-9(f) promulgated under the Exchange Act, provided that any such disclosure that has the effect of withdrawing, qualifying or modifying in a manner adverse to Parent our recommendation that the Merger Agreement be adopted by our stockholders shall be deemed to be a Change of Recommendation.

Stockholders Meeting

Unless the Merger Agreement is terminated, we are required to convene a meeting of our stockholders as promptly as practicable after the execution of the Merger Agreement. Except as described under Acquisition Proposals, our Board of Directors is required to recommend adoption of the Merger Agreement and take all reasonable lawful action to solicit such adoption of the Merger Agreement, unless such actions would be inconsistent with the fiduciary duties of our Board of Directors under applicable laws, in which case our Board of Directors may effect a Change of Recommendation. Unless the Merger Agreement is terminated we must submit the Merger Agreement to our stockholders even if our Board of Directors has affected a Change of Recommendation.

Filings; Other Actions; Notification

Vertrue and Parent will cooperate and use reasonable best efforts to take all actions and do all things to consummate the Merger and the other transactions contemplated by the Merger Agreement as soon as practicable, including effecting the regulatory filings described under Special Factors Regulatory Approvals.

We and Parent have agreed to, subject to certain exceptions:

promptly provide each governmental entity with jurisdiction over enforcement of any applicable antitrust or competition laws of non-privileged information requested by it or that is necessary, proper or advisable to permit consummation of the transactions contemplated by the Merger Agreement;

promptly use reasonable best efforts to avoid the entry of any injunction or other order or judgment that would restrain, prevent, enjoin or prohibit or materially delay consummation of the transactions contemplated by the Merger Agreement, including Parent's agreement to dispose of assets or businesses if such action is reasonably necessary or advisable to avoid or remove the commencement of any proceeding or issuance of any order or judgment that would restrain or prevent, prohibit or materially delay consummation of the Merger; and

if any injunction, order, judgment or law is or becomes reasonably foreseeable to be entered, issued or enacted in any proceeding, review or inquiry that would make consummation of the Merger unlawful or that would materially delay or restrain, prevent, enjoin or prohibit consummation of the Merger, promptly use reasonable best efforts to take all steps (including appeal and posting of a bond) necessary to resist, modify, prevent, or remove such injunction, decision, order, judgment, determination or decree so as to permit the consummation of transactions contemplated by the Merger Agreement.

Employee Benefit Plans

With regard to the employee benefit plans:

Parent has agreed that it will, for a one-year period after the consummation of the Merger, provide our employees (i) base salary and bonus opportunities that are no less than those bonus opportunities (excluding equity-based incentives) provided immediately before the consummation of the Merger, (ii) pension and welfare benefits and perquisites that are no less favorable in the aggregate than those provided immediately before the consummation of the Merger and (iii) severance benefits that are no less favorable than those set forth in the ETBP or similar severance benefits plans for our employees who are eligible for such benefits;

Parent will credit all service for purposes of eligibility, vesting and benefit accrual under any employee benefit plan applicable to our employees after the consummation of the Merger;

Parent must cause the Surviving Corporation to honor and discharge our obligations under certain employee agreements; and

immediately before the consummation of the Merger, we will pay each participant in our Management Incentive Plan and Long-Term Incentive Plan for the year in which the consummation of the Merger occurs the payment of pro rata incentive awards. Following such payment, Parent will cause the Surviving Corporation to (i) maintain such incentive plans for the remainder of such year and (ii) pay certain incentive awards within two months following the end of such year. We are permitted, before the consummation of the Merger, (i) to pay incentive awards for fiscal year 2007 and (ii) with the consent of Parent, to establish performance targets maximums and performance goals for fiscal year 2008. Additionally, within two years of the consummation of the Merger those employees who, at the effective time of the Merger are participants in the ETBP and the SERP, will, in the event their employment is terminated during that period, be entitled to no less than the benefits they would have received had the employment been terminated at the consummation of the Merger.

Parent has acknowledged that a change in control or change of control within the meaning of certain of our stock plans and employee benefit plans will occur upon the consummation of the Merger.

Conditions to the Merger

Conditions to Each Party's Obligations

The obligations of each party to effect the Merger are subject to the satisfaction or waiver at or before the consummation of the Merger of the following conditions:

the adoption of the Merger Agreement by our stockholders;

the waiting period under the HSR Act has expired or been terminated, clearance under the Competition Act (Canada) has been granted, approval of the Minister of Finance (Canada) to the extent required under the Bank Act of Canada has been granted and all other required material governmental consents; and

no court or other governmental entity issued any law or order that is in effect and restrains or prohibits the consummation of the Merger.

Conditions to Parent's and Merger Sub's Obligations

The obligations of Parent and Merger Sub to effect the Merger are subject to the satisfaction or waiver at or before the consummation of the Merger of the following additional conditions:

our representations and warranties regarding our organization, good standing and qualification, our corporate authority, our Board of Directors' approval of the Merger, takeover statute, and brokers and finders must be true and correct in all material respects as of the closing date;

our representations and warranties regarding our capitalization (subject to de minimis deviation) and the absence of any change in our financial conditions or results of the operations that has or would reasonably be expected to have a Company Material Adverse Effect must be true and correct in all respects as of the closing

date and;

the accuracy of our representations and warranties (other than those referred to in the two bullet points above) (without giving effect to any materiality or Company Material Adverse Effect qualifier) as of the closing date (except to the extent that any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be correct as of such earlier date) except where any breaches of such representations and warranties, in the aggregate, would not have and would not reasonably be expected to have a Company Material Adverse Effect); and

the performance in all material respects by us of our obligations under the Merger Agreement at or before the closing date.

Conditions to Vertrue's Obligations

Our Obligations to effect the Merger are subject to the satisfaction or waiver at or before the consummation of the Merger of the following additional conditions:

the accuracy of Parent's and Merger Sub's representations and warranties (without regard to any material qualifier) as of the closing date (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties must be correct on and as of such earlier date), and except for such breaches of representations and warranties that, in the aggregate, would not have and would not reasonably be expected to prevent Parent from consummating the Merger and performing its obligations under the Merger Agreement;

the performance in all material respects by Parent and Merger Sub of all their obligations under the Merger Agreement at or before the closing date; and

Parent's delivery to us of a solvency certificate substantially similar in form and substance to the solvency certificate that Parent delivers to the lenders as required by the debt financing commitment or any agreement entered into in connection with the debt financing for the Merger.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part (to the extent permitted by applicable laws).

Termination

We and Parent may agree to terminate the Merger Agreement without completing the Merger at any time prior to the consummation of the Merger.

The Merger Agreement also may be terminated as follows:

By either Parent or us if:

the Merger has not been consummated by November 22, 2007 (the Termination Date) (this right to terminate the Merger Agreement will not be available to any party whose failure to fulfill any obligation under the Merger Agreement caused or resulted in the failure of the Merger to occur on or before the Termination Date);

our stockholders do not adopt the Merger Agreement at the stockholders meeting or any adjournment or postponement thereof; or

any court or other governmental entity has issued any law or order that is in permanently restrains, enjoins or prohibits the consummation of the Merger and has become final and non-appealable.

However, that this right to terminate the Merger Agreement will not be available to any party that has breached in any material respect its obligations under the Merger Agreement in any manner that shall have proximately contributed to the occurrence of the failure of a condition to the consummation of the Merger.

By us if:

at any time before the approval of the Merger Agreement we receive a Superior Proposal after giving effect to all adjustments to the Merger Agreement that may be offered by Parent. However, we do not have this right to terminate the Merger Agreement unless (i) we in advance of or concurrently with such termination we pay the Termination Fee, (ii) we have not materially breached the provisions of the Merger Agreement relating to acquisition proposals, (iii) we have provided prior written notice to Parent, and (iv) we negotiate with Parent in good faith to attempt to make adjustments to the Merger Agreement so that such proposal ceases to constitute a Superior Proposal; or

there has been a material breach of any representation, warranty, covenant or agreement made by Parent or Merger Sub in the Merger Agreement, or any representation and warranty of Parent or Merger Sub became untrue, such that the closing conditions with respect to Parent's and Merger Sub's representations and warranties, and performance of obligations would not be satisfied and such breach or failure to be true is not curable or, if curable, is not cured before certain date; or

Parent or Merger Sub fails to consummate the Merger on the second business day following the day on which the last of all of Parent's and Merger Sub's closing conditions are satisfied or waived.

By Parent, if:

our the Board of Directors effects a Change of Recommendation, recommends to our stockholders an Acquisition Proposal, or fails to include the recommendation of the adoption of the Merger Agreement in this proxy statement; or

there has been a breach of any representation, warranty, covenant or agreement made by us in the Merger Agreement, or any representation and warranty became untrue, such that the closing conditions with respect to representations and warranties and obligation of performance would not be satisfied, and such breach or failure to be true is not curable or, if curable, is not cured prior to the certain date, provided that Parent and Merger Sub are not then in breach of the Merger Agreement such that the closing conditions with respect to Parent's and Merger Sub's representations and warranties and obligation of performance would not be satisfied.

Termination Fees

Company Termination Fee

If we terminate the Merger Agreement, or the Merger Agreement is terminated by Parent under the conditions described in further detail below, we have agreed to pay a termination fee of \$22.5 million at the direction of Parent. The agreement provides that the termination fee would be only \$17.5 million if such termination occurred prior to the end of the go-shop period, 12:01 am on April 16, 2007. However, since the Merger Agreement was not terminated prior to such time, the termination fee payable under the Merger Agreement would be \$22.5 million.

We must pay a termination fee at the direction of Parent:

if a bona fide Acquisition Proposal has been made to us, or any person publicly announces an intention to make an Acquisition Proposal with respect to us or any of our subsidiaries (and is not publicly withdrawn by (x) with respect to a termination due to the failure to obtain stockholders' adoption of the Merger Agreement, the date of the stockholders meeting at which the vote on the Merger is held, (y) with respect to the termination of the Merger Agreement because the Merger fails to be consummated by the Termination Date, the Termination Date, and (z) with respect to any termination because of our willful and material breach of certain covenants) and thereafter the Merger Agreement is terminated (i) by either Parent or us because the Merger fails to be consummated by the Termination Date or the stockholder approval fails to be obtained or (ii) by Parent because of our willful and material breach of certain covenants; however, no termination fee shall be payable to Parent in the circumstance summarized in this paragraph unless and until within 12 months of such termination, we or any of our subsidiaries shall have consummated an Acquisition Proposal (substituting 25% for 15% in the definition thereof);

if the Merger Agreement is terminated by Parent or terminable by Parent when otherwise terminated because our Board of Directors effects a Change of Recommendation or recommends to our stockholders an alternative Acquisition Proposal, or fails to include the recommendation of adoption of the Merger Agreement in this proxy statement; or

if we terminate the Merger Agreement in connection with a Superior Proposal.

In the circumstances set forth in the three bullets above, the payment of the Termination Fee will be the sole and exclusive remedy of Parent and Merger Sub with respect to any and all breaches of any representation, warranty, covenant or agreement of the Merger Agreement or otherwise relating to or arising out of the Merger Agreement or

the transactions contemplated by the Merger Agreement, other than our willful and material breach of certain covenants.

Parent Termination Fee

If we terminate the Merger Agreement because of Parent's or Merger Sub's failure to consummate the Merger on the second business day following the day on which the last of their closing conditions are satisfied or waived, Parent will promptly pay us an amount equal to \$17.5 million (the Parent Fee). The Parent Fee is our sole and exclusive remedy for damages against Parent, Merger Sub and the guarantors and their respective representatives with respect to the breach of any covenant or agreement giving rise to such payment, and it shall be our sole and exclusive remedy under the Merger Agreement. In no event will we be entitled to monetary damages, for losses and damages arising from or in connection with breaches of the Merger Agreement by Parent or Merger Sub or otherwise relating to or arising out of the Merger Agreement or the transactions contemplated by the Merger Agreement, in excess of \$17.5 million in the aggregate, less the amount of any Parent Fee paid, if applicable.

Expenses

If the Merger Agreement is terminated due to the failure to obtain stockholder approval, we will pay Parent all of Parent's documented reasonable and actual out-of-pocket expenses incurred up to a maximum amount of \$4 million in the aggregate. Payment must be made after delivery to us of notice of demand for payment after such termination and a documented itemization setting forth in reasonable detail all such expenses. In the event that the Termination Fee subsequently becomes payable, the amount of the Termination Fee shall be reduced by the amount of expenses previously and actually paid by us.

Limited Guaranties

In connection with the Merger Agreement, each of OEP, Oak Investment Partners, Rho Ventures and Rho Ventures V Affiliates, L.L.C. entered into a Limited Guaranty with us to guarantee a determined portion (approximately 80% for OEP, approximately 14.29% for Oak Investment Partners, and approximately 5.71% for Rho Ventures and Rho Ventures V Affiliates) of Parent's payment obligations under the Merger Agreement in respect of the Parent Fee.

The sum of the amounts guaranteed by the four guarantors equals \$17.5 million. The maximum aggregate liability of the guarantors in respect of Parent's payment obligations under the Merger Agreement will not exceed \$14 million for OEP, \$2.5 million for Oak Investment Partners and \$1 million for Rho Ventures and Rho Ventures V Affiliates.

Indemnification; Directors and Officers Insurance

We and Parent will, after the consummation of the Merger, indemnify and advance expenses to the fullest extent permitted by law to our and our subsidiaries' present and former directors and officers against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation arising out of or related to their service as director, officer, employee or agent of Vertrue occurring on or prior to the closing date of the Merger.

The Merger Agreement requires that we purchase, and that following the closing date of the acquisition the Surviving Corporation maintain, tail coverage directors and officers liability insurance policies in an amount and scope at least as favorable as the Company's existing policies and with a claims period of at least six years from the closing date of the Merger for claims arising from facts or events that occurred on or prior to the closing date. If the annual premiums of insurance coverage exceed 300% of our current annual premium, the Surviving Corporation must obtain a policy with the greatest coverage available for a cost not exceeding 300% of the current annual premium paid by us.

Access

Subject to certain exceptions, we will afford Parent reasonable access to Vertrue and will furnish Parent information concerning our business, properties and personnel as may reasonably be requested.

Modification or Amendment

At any time prior to the consummation of the Merger, the parties to the Merger Agreement may modify or amend the Merger Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

ROLLOVER AND VOTING AGREEMENT

Simultaneously with us entering into the Merger Agreement with Parent and Merger Sub, Gary A. Johnson, our CEO, entered into a rollover and voting agreement with Parent. Set forth below is a summary of the material terms of the rollover and voting agreement:

Immediately prior to the Merger, Gary A. Johnson will contribute up to the value of \$20,000,000 of his shares of the Common Stock to Parent in exchange for equity interests in Parent. Each share of the Common Stock so contributed will be valued at \$48.50 for purposes of the contribution.

Gary A. Johnson agreed that he will vote or execute consents FOR the adoption of the Merger Agreement in respect of each share of the Common Stock with respect to which he has voting power at the time of the applicable record date for the meeting of Vertrue's stockholders and against any action that would or is designed to delay, prevent or frustrate the Merger and the other transactions contemplated by the Merger Agreement.

Gary A. Johnson agreed that, without the prior written consent of Parent, he will not transfer any of his the Common Stock, except, solely with respect to shares of the Common Stock that are not the shares required to be contributed to Parent, in connection with bona fide estate, financial or tax planning purposes or a bona fide gift after complying with certain notice and other provisions of the rollover and voting agreement.

Gary A. Johnson waived any and all appraisal, dissenters' and similar rights that he may have with respect of the Merger and the other transactions contemplated by the Merger Agreement.

Gary A. Johnson and Parent agreed to enter into a definitive employment agreement effective as of the closing of the Merger, which will set forth the terms and conditions of Gary A. Johnson's employment after the closing of the Merger. For a description of the material terms which Parent has agreed to include in Gary A. Johnson's employment agreement see Interests of Vertrue's Directors and Executive Officers in the Merger Benefits Accruing after the Merger Employment Agreement with Gary A. Johnson beginning on page 57. If an employment agreement substantially on those terms is not offered by Parent to Gary A. Johnson at least five business days preceding the stockholders meeting at which the vote on the adoption of the Merger Agreement is taken, or is thereafter withdrawn by Parent, all of Gary A. Johnson's rights and obligations under the rollover and voting agreement will terminate.

The rollover and voting agreement will terminate automatically upon termination of the Merger Agreement. In addition, the obligations of Gary A. Johnson under the rollover and voting agreement may be terminated at any time prior to the closing of the Merger, upon the mutual agreement of Parent and Gary A. Johnson.

RIGHTS OF APPRAISAL

Under the DGCL, you have the right to seek appraisal and to receive payment in cash for the fair value of your shares of the Common Stock as determined by the Delaware Court of Chancery, together with a fair rate of interest, if any, as determined by the court, in lieu of the consideration you would otherwise be entitled to pursuant to the Merger Agreement. These rights are known as appraisal rights. Vertrue's stockholders electing to exercise appraisal rights must comply with the provisions of Section 262 of the DGCL in order to perfect their rights. Vertrue will require strict compliance with the statutory procedures.

The following is intended as a brief summary of the material provisions of the Delaware statutory procedures required to be followed by a stockholder in order to dissent from the Merger and perfect appraisal rights. This summary, however, is not a complete statement of all applicable requirements and is qualified in its entirety by reference to Section 262 of the DGCL, the full text of which appears in Annex D attached to this proxy statement. Failure to precisely follow any of the statutory procedures set forth in Section 262 of the DGCL may result in a termination or waiver of your appraisal rights.

Section 262 requires that stockholders be notified that appraisal rights will be available not less than 20 days before the stockholders' meeting to vote on the Merger. A copy of Section 262 must be included with such notice. This proxy statement constitutes Vertrue's notice to its stockholders of the availability of appraisal rights in connection with the Merger in compliance with the requirements of Section 262. If you wish to consider exercising your appraisal rights, you should carefully review the text of Section 262 contained in Annex D since failure to timely and properly comply with the requirements of Section 262 will result in the loss of your appraisal rights under the DGCL.

If you elect to demand appraisal of your shares of the Common Stock, you must satisfy each of the following conditions:

You must deliver to Vertrue a written demand for appraisal of your shares before the vote with respect to the Merger is taken. This written demand for appraisal must be in addition to and separate from any proxy or vote abstaining from or voting against the adoption of the Merger Agreement. Voting against or failing to vote for the adoption of the Merger Agreement by itself does not constitute a demand for appraisal within the meaning of Section 262.

You must not vote in favor of the adoption of the Merger Agreement. A vote in favor of the adoption of the Merger Agreement, by proxy, over the Internet, by telephone or in person, will constitute a waiver of your appraisal rights in respect of the shares so voted and will nullify any previously filed written demands for appraisal. A submitted proxy not marked **AGAINST** or **ABSTAIN** will be voted in favor of the proposal to adopt the Merger Agreement and will result in the waiver of appraisal rights. A stockholder that has not submitted a proxy will not waive his, her or its appraisal rights solely by failing to vote if the stockholder satisfies all the other provisions of Section 262.

If you fail to comply with either of these conditions and the Merger is completed, you will be entitled to receive the cash payment for your shares of the Common Stock as provided for in the Merger Agreement, but you will have no appraisal rights with respect to your shares of the Common Stock.

All demands for appraisal should be addressed to Vertrue Incorporated, 20 Glover Avenue, Norwalk, Connecticut 06850, Attention: Secretary, and must be delivered before the vote on the Merger Agreement is taken at the Special Meeting, and should be executed by, or on behalf of, the record holder of the shares of the Common Stock. The

demand must reasonably inform Vertrue of the identity of the stockholder and the intention of the stockholder to demand appraisal of his, her or its shares.

To be effective, a demand for appraisal by a holder of shares of the Common Stock must be made by, or in the name of, such registered stockholder, fully and correctly, as the stockholder's name appears on his or her stock certificate(s). **Beneficial owners who do not also hold the shares of record may not directly make appraisal demands to Vertrue. The beneficial holder must, in such cases, have the registered owner, such as a broker or other nominee, submit the required demand in respect of those shares.** If shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, execution of a demand for appraisal should be made

by or for the fiduciary; and if the shares are owned of record by more than one person, as in a joint tenancy or tenancy in common, the demand should be executed by or for all joint owners. An authorized agent, including an authorized agent for two or more joint owners, may execute the demand for appraisal for a stockholder of record; however, the agent must identify the record owner or owners and expressly disclose the fact that, in executing the demand, he or she is acting as agent for the record owner. The written demand should state the number of shares as to which appraisal is sought. Where no number of shares is expressly mentioned, the demand will be presumed to cover all shares held in the name of the record owner.

If you hold your shares of the Common Stock in a brokerage account or in other nominee form and you wish to exercise appraisal rights, you should consult with your broker or the other nominee to determine the appropriate procedures for the making of a demand for appraisal by the nominee.

Within 10 days after the effective time of the Merger, the Surviving Corporation must give written notice that the Merger has become effective to each Company stockholder who has properly filed a written demand for appraisal and who did not vote in favor of the Merger Agreement. At any time within 60 days after the effective time, any stockholder who has demanded an appraisal has the right to withdraw the demand and to accept the cash payment specified by the Merger Agreement for his, her or its shares of the Common Stock. Within 120 days after the effective date of the Merger, any stockholder who has complied with Section 262 shall, upon written request to the Surviving Corporation, be entitled to receive a written statement setting forth the aggregate number of shares not voted in favor of adopting the Merger Agreement and with respect to which demands for appraisal rights have been received and the aggregate number of holders of such shares. Such written statement will be mailed to the requesting stockholder within 10 days after such written request is received by the Surviving Corporation. Within 120 days after the effective time, either the Surviving Corporation or any stockholder who has complied with the requirements of Section 262 may file a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares held by all stockholders entitled to appraisal. Upon the filing of the petition by a stockholder, service of a copy of such petition shall be made upon the Surviving Corporation. The Surviving Corporation has no obligation to file such a petition in the event there are dissenting stockholders. Accordingly, the failure of a stockholder to file such a petition within the period specified could nullify the stockholder's previously written demand for appraisal.

If a petition for appraisal is duly filed by a stockholder and a copy of the petition is delivered to the Surviving Corporation, the Surviving Corporation will then be obligated, within 20 days after receiving service of a copy of the petition, to provide the Chancery Court with a duly verified list containing the names and addresses of all stockholders who have demanded an appraisal of their shares and with whom agreements as to the value of their shares have not been reached by the Surviving Corporation. After notice to stockholders who demanded appraisal of their shares, the Chancery Court is empowered to conduct a hearing upon the petition and to determine those stockholders who have complied with Section 262 and who have become entitled to the appraisal rights provided thereby. The Chancery Court may require the stockholders who have demanded payment for their shares to submit their stock certificates to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with that direction, the Chancery Court may dismiss the proceedings as to that stockholder.

After determination of the stockholders entitled to appraisal of their shares of the Common Stock, the Chancery Court will appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the Merger, together with a fair rate of interest, if any. The Chancery Court will direct the payment of any such amount to the stockholders entitled to receive the same, upon surrender by such holders of the certificates representing those shares.

Although Vertrue believes that the Merger Consideration is fair, no representation is made as to the outcome of the appraisal of fair value as determined by the Chancery Court and stockholders should recognize that such an appraisal could result in a determination of a value higher or lower than, or the same as, the Merger Consideration. Moreover

Vertrue does not anticipate offering more than the Merger Consideration to any stockholder exercising appraisal rights and reserves the right to assert, in any appraisal proceeding, that, for purposes of Section 262, the fair value of a share of the Common Stock is less than the Merger Consideration. In determining fair value, the Delaware court is required to take into account all relevant factors. In Weinberger v. UOP, Inc., the Delaware

Supreme Court discussed the factors that could be considered in determining fair value in an appraisal proceeding, stating that proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court should be considered and that [f]air price obviously requires consideration of all relevant factors involving the value of a company. The Delaware Supreme Court has stated that in making this determination of fair value the court must consider market value, asset value, dividends, earnings prospects, the nature of the enterprise and any other facts which could be ascertained as of the date of the merger which throw any light on future prospects of the merged corporation. Section 262 provides that fair value is to be exclusive of any element of value arising from the accomplishment or expectation of the merger. In Cede & Co. v. Technicolor, Inc., the Delaware Supreme Court stated that such exclusion is a narrow exclusion [that] does not encompass known elements of value, but which rather applies only to the speculative elements of value arising from such accomplishment or expectation. The Delaware Supreme Court stated that in a two-step merger, to the extent that value has been added following a change in majority control before cash-out, it is still value attributable to the going concern to be included in the appraisal process. In Weinberger, the Delaware Supreme Court construed Section 262 to mean that elements of future value, including the nature of the enterprise, which are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered.

Costs of the appraisal proceeding may be imposed upon the Surviving Corporation and the stockholders participating in the appraisal proceeding by the Chancery Court as the Chancery Court deems equitable in the circumstances. Upon the application of a stockholder, the Chancery Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys' fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. Any stockholder who had demanded appraisal rights will not, after the effective time of the Merger, be entitled to vote shares subject to that demand for any purpose or to receive payments of dividends or any other distribution with respect to those shares, other than with respect to payment as of a record date prior to the effective time; however, if no petition for appraisal is filed within 120 days after the effective time of the Merger, or if the stockholder delivers a written withdrawal of his, her or its demand for appraisal and an acceptance of the terms of the Merger within 60 days after the effective time of the Merger, then the right of that stockholder to appraisal will cease and that stockholder will be entitled to receive the cash payment for his, her or its shares of the Common Stock pursuant to the Merger Agreement. Any withdrawal of a demand for appraisal made more than 60 days after the effective time of the Merger may only be made with the written approval of the Surviving Corporation and must, to be effective, be made within 120 days after the effective time. No appraisal proceeding shall be dismissed as to any stockholder without the approval of the Chancery Court.

In view of the complexity of Section 262, Vertrue's stockholders who may wish to dissent from the Merger and pursue appraisal rights should consult their legal advisors.

IMPORTANT INFORMATION ABOUT VERTRUE

Vertrue Incorporated is a premier Internet direct marketing services company. Vertrue operates a diverse group of marketing businesses that share a unified mission: to provide every consumer with access to savings and services that improve their daily lives. Vertrue's members and customers have access to direct-to-consumer savings across its five vertical markets of healthcare, personal property, security/insurance, discounts and personals, which are all offered online through a set of diverse Internet marketing channels. We market our services through Internet marketing, inbound call marketing, television and newspaper advertising, direct mail and outbound telemarketing. In addition to marketing online, we have significantly increased the use of the Internet to deliver our programs and provide service to consumers online. For more information about Vertrue, please visit our website at www.Vertrue.com. Vertrue's website is provided as an inactive textual reference only. Information contained on our website is not incorporated by reference into, and does not constitute any part of, this proxy statement. Vertrue is publicly traded on the NASDAQ under the symbol VTRU.

Historical Selected Financial Data

The following summary financial information is being provided to assist you in your analysis of the financial aspects of the proposed Merger. The consolidated operating data for the fiscal years ended June 30, 2006 and 2005 and the consolidated financial position data and liquidity data as of June 30, 2006 and 2005 set forth below are derived from our audited consolidated financial statements. The consolidated operating data for the nine months ended March 31, 2007 and 2006 and the consolidated financial position data and liquidity data as of March 31, 2007 and 2006 are derived from our unaudited interim financial statements, and, in the opinion of Vertrue's management, include all normal and recurring adjustments that are considered necessary for the fair presentation of the results for such interim periods. The information is only a summary and should be read in conjunction with Vertrue's historical consolidated financial statements and related notes contained in Vertrue's Annual Report on Form 10-K for the fiscal year ended June 30, 2006 and in Vertrue's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007, which have been incorporated by reference into this proxy statement, as well as other information that Vertrue has filed with the SEC. See "Where You Can Find More Information" beginning on page 89 for information on where you can obtain copies of this information.

The historical results of Vertrue included below are not necessarily indicative of Vertrue's future performance. No separate financial information is provided for Parent because Parent is a newly-formed entity formed in connection with the Merger and has no independent operations. No pro forma data giving effect to the Merger has been provided because Vertrue does not believe that such information is material to stockholders in evaluating the

proposed Merger and the Merger Agreement because (i) the proposed Merger Consideration is all cash and (ii) if the Merger is completed, the Common Stock will cease to be publicly traded.

For the Nine Months
Ended March 31,
2007 **2006** **For the Years**
Ended June 30,
2006(1) **2005**
(Unaudited)
(Dollar amounts in millions except per share
data)

Consolidated Operating Data:

Revenues	\$ 550.3	\$ 481.5	\$ 658.9	\$ 579.8
Operating income	45.0	45.5	65.3	57.1
Income before income taxes	35.1	32.3	48.6	38.9
Provision for income taxes	15.3	11.9	15.9	13.4
Net income	19.8	20.4	32.7	25.5

Earnings Per Share Data:

Basic	\$ 2.04	\$ 2.11	\$ 3.36	\$ 2.56
Diluted	\$ 1.72	\$ 1.78	\$ 2.83	\$ 2.22
Diluted weighted average common shares outstanding	12.7	12.8	12.7	13.0

Consolidated Financial Position Data and Liquidity:

Cash and cash equivalents	\$ 62.3	\$ 54.7	\$ 36.3	\$ 64.4
Current Assets	146.8	156.1	132.0	147.0
Short-term investments	16.6	32.7	31.8	16.2
Total assets	514.7	465.9	443.0	447.2
Long-term liabilities	252.1	255.5	254.9	252.8
Current Liabilities	255.3	234.2	204.3	242.8
Treasury stock, at cost	(275.7)	(264.3)	(273.0)	(253.6)
Shareholders' equity (deficit)	7.3	(23.8)	(16.2)	(48.4)
Cash flow provided by operating activities	33.5	37.6	37.7	32.3

(1) In 2006, the Company adopted the provisions of Statement of Financial Accounting Standards No. 123, Accounting for Share-Based Payment (Revised).

Ratio of Earnings to Fixed Charges

The following presents our ratio of earnings to fixed charges for the years ended June 30, 2006 and 2005 and for the nine months ended March 31, 2007 and 2006, which should be read in conjunction with our consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended June 30, 2006 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, which are incorporated herein by reference.

	For the Nine Months Ended March 31,		For the Years Ended June 30,	
	2007	2006	2006	2005
	(Unaudited)			
	(Dollars in thousands)			
EARNINGS:				
Income before minority interests and income taxes	\$ 35,131	\$ 32,364	\$ 48,559	\$ 38,941
Fixed charges	17,300	17,379	23,119	22,708
	\$ 52,431	\$ 49,743	\$ 71,678	\$ 61,649
FIXED CHARGES				
Interest charged to expense	\$ 15,350	\$ 15,245	\$ 20,359	\$ 20,741
Interest portion of rental expense	1,950	2,134	2,760	1,967
Fixed charges	\$ 17,300	\$ 17,379	\$ 23,119	\$ 22,708
Ratio of earnings to fixed charges	3.03	2.86	3.10	2.71

Book Value Per Share

Our net book value per share as of March 31, 2007 was \$0.59 per share, which is substantially below the \$48.50 per share Merger Consideration.

Market Price and Dividend Data*Market Price*

The Common Stock is quoted for trading on the NASDAQ under the symbol VTRU. The following table sets forth, for the fiscal quarters indicated, the high and low sale prices per share as reported on the NASDAQ composite tape.

	High	Low
FISCAL YEAR ENDED JUNE 30, 2005		
First Quarter	\$ 29.71	\$ 24.04
Second Quarter	\$ 38.71	\$ 24.42
Third Quarter	\$ 42.18	\$ 34.56
Fourth Quarter	\$ 39.64	\$ 29.15
FISCAL YEAR ENDED JUNE 30, 2006		

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First Quarter	\$ 40.62	\$ 33.64
Second Quarter	\$ 39.80	\$ 33.50
Third Quarter	\$ 45.39	\$ 33.33
Fourth Quarter	\$ 44.57	\$ 36.42
FISCAL YEAR ENDED JUNE 30, 2007		
First Quarter	\$ 46.99	\$ 39.32
Second Quarter	\$ 46.25	\$ 36.54
Third Quarter	\$ 49.96	\$ 36.17
Fourth Quarter (through June 11, 2007)	\$ 48.64	\$ 46.84

The closing sale price of the Common Stock on the NASDAQ on January 23, 2007, the last trading day prior to press reports of rumors regarding a potential acquisition of Vertrue, was \$40.12 per share. The \$48.50 per share to be paid for each share of the Common Stock in the Merger represents a premium of approximately 21% to the closing price on January 23, 2007. On March 21, 2007, the last trading day prior to the announcement of the execution of the Merger Agreement the closing sale price of the Common Stock on the NASDAQ was \$47.58. On June 11, 2007, the last trading day for which information was available prior to the date of the first mailing of this proxy statement, the closing sale price of the Common Stock on the NASDAQ was \$48.26. You are encouraged to obtain current market quotations for the Common Stock in connection with voting your shares.

Dividend Data

We have not declared or paid any cash dividends to date and anticipate that all of our earnings in the foreseeable future will be retained for use in our business and to repurchase the Common Stock under our stock repurchase program. In addition, the Merger Agreement prohibits Vertrue from paying cash dividends on its Common Stock without the consent of Parent. Our future dividend policy will depend on our earnings, capital requirements, financial condition, requirements of the financing agreements to which we are a party, and other factors considered relevant by our Board of Directors.

Prior Stock Purchases

The following table sets forth information regarding purchases of the Common Stock by Vertrue and Gary A. Johnson, showing the number of shares of the Common Stock purchased by each, the range of prices paid for such shares and the average price paid per quarter for the past two years.

	Quarter Ended					
	3/31/05		Number of Shares	06/30/05		Number of Shares
	Range of Price(\$)	Average Price(\$)		Range of Price(\$)	Average Price(\$)	
Gary A. Johnson	\$2.78	\$ 2.78	24,000			
Vertrue	\$37.22 - \$49.86	\$ 38.66	657,577	\$36.16 - \$38.97	\$ 37.28	196,200

	Quarter Ended					
	9/30/05		Number of Shares	12/31/05		Number of Shares
	Range of Price(\$)	Average Price(\$)		Range of Price(\$)	Average Price(\$)	
Gary A. Johnson						
Vertrue	\$34.67 - \$35.24	\$ 35.01	49,900	\$35.82 - \$37.27	\$ 36.97	114,900

	Quarter Ended			
	3/31/06		06/30/06	
	Range of	Average	Range of	Average

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	Price(\$)	Price(\$)	Number of Shares	Price(\$)	Price(\$)	Number of Shares
Gary A. Johnson	\$13.00	\$ 13.00	21,000			
Vertrue	\$35.38 - \$43.36	\$ 42.17	110,700	\$38.67 - \$41.54	\$ 38.97	222,600

	Quarter Ended				Number of Shares
	9/30/06		12/31/06		
	Range of Price(\$)	Average Price(\$)	Range of Price(\$)	Average Price(\$)	Number of Shares
Gary A. Johnson					
Vertrue	\$41.13 - 43.52	\$ 41.92	\$39.92	\$ 39.92	3,400

	Quarter Ended					
	3/31/07			6/30/07 (through 6/7/07)		
	Range of Price(\$)	Average Price(\$)	Number of Shares	Range of Price(\$)	Average Price(\$)	Number of Shares
Gary A. Johnson Vertrue				\$ 16.00	\$ 16.00	21,000

The table below sets forth the transactions in the Common Stock by Michael T. McClorey and Alec L. Ellison, two of Vertrue's directors, and James B. Duffy, Vertrue's Executive Vice President and Chief Financial Officer during the past 60 days. Michael T. McClorey effected such transactions pursuant to a rule 10b-5 trading plan, which is a pre-established trading program that establishes certain standards and criteria for Vertrue's directors, executive officers and other officers to purchase or sell the Common Stock with a view to permit such insiders to legally accomplish their trading goals while at the same time reducing the risk that sales by such insiders will negatively impact Vertrue's stock price or market perception.

Name	Amount of Securities Acquired (A) or Disposed (D)	Transaction Date	Title of Security	Exercise Price or Price Per Share
Michael T. McClorey, Vertrue Director	1,100(A)	5/1/07	Common Stock	\$ 7.98
	1(D)	5/1/07	Common Stock	\$ 47.38
	1,099(D)	5/1/07	Common Stock	\$ 47.35
	1,100(A)	6/1/07	Common Stock	\$ 7.98
	900(D)	6/1/07	Common Stock	\$ 48.21
	200(D)	6/1/07	Common Stock	\$ 48.20
Alec L. Ellison Vertrue Director	50,000(A)	6/8/07	Common Stock	\$ 29.563
James B. Duffy Executive Vice President and Chief Financial Officer	14,000(A)	6/5/07	Common Stock	\$ 16.00

Except as set forth above, there have been no transactions in shares of the Common Stock during the past 60 days by Vertrue or any of its officers or directors, or by any of its majority owned subsidiaries or any of its pension, profit-sharing or similar plans, or by Gary A. Johnson or any of his associates.

None of Parent, Merger Sub, or the Sponsors have purchased common stock of Vertrue since March 22, 2007.

Security Ownership of Certain Beneficial Owners and Management

As of June 7, 2007, there were 80,000,000 shares of the Common Stock authorized, of which 9,764,505 shares of the Common Stock were outstanding, held by approximately 1,326 stockholders of record.

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The table below shows certain information based on the latest available public information, with respect to the beneficial ownership of the Common Stock as of June 7, 2007 by

each person known by us to beneficially own more than 5% of the outstanding shares of the Common Stock,

each of our current directors and executive officers, and

all current directors and executive officers of Vertrue as a group.

The percentages of shares outstanding provided in the tables are based on 9,764,505 shares of the Common Stock outstanding as of June 7, 2007. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Unless otherwise indicated, each person or entity named in the table has sole voting and investment power, or shares voting and investment power with his or her spouse with respect to all shares of the Common Stock listed as owned by the person. The number of shares shown does not include the interest of certain persons in shares held by family members in their own right.

Shares issuable upon the exercise of options that are exercisable within 60 days of June 7, 2007 are considered outstanding for the purpose of calculating the percentage of outstanding shares of the Common Stock held by the individual, but not for the purpose of calculating the percentage of outstanding shares held by any other individual. The address of each of our directors and executive officers listed below is Vertrue Incorporated, 20 Glover Avenue, Norwalk, Connecticut 06850.

Name and Address of Beneficial Owners	Number of Shares Beneficially Owned (1)	Percentage of Common Stock Outstanding
Thomas W. Smith(2) 323 Railroad Avenue Greenwich, CT 06830	2,205,021	22.6%
Scott Vassalluzzo(3) 323 Railroad Avenue Greenwich, CT 06830	1,468,381	15.0%
Prescott Investors, Inc. 323 Railroad Avenue Greenwich, CT 06830	1,455,381	14.9%
Brencourt Advisors, LLC 600 Lexington Avenue, 8th Floor New York, NY 10022	938,589	9.6%
Barclays Global Investors NA(5) 45 Fremont Street San Francisco, CA 94105	529,063	5.4%
Ramius Capital Group, LLC(4) 666 Third Avenue, 26th Floor New York, New York 10017	522,400	5.3%
<u>Directors, Executive Officers and Nominees</u>		
Gary A. Johnson(6)	1,187,741	11.5%
James B. Duffy(7)	369,847	3.7%
Vincent DiBenedetto(8)	191,786	1.9%
Alec L. Ellison(9)	70,235	*
Robert Kamerschen(10)	54,601	*
Edward M. Stern(11)	53,601	*
Marc S. Tesler(12)	49,694	*
Michael T. McClorey(13)	42,031	*
Joseph E. Heid(14)	7,297	*
All current directors and executive officers as a group (9 persons)(15)	2,026,833	18.4%

* Less than or equal to 1%.

(1) The inclusion herein of any shares of common stock deemed beneficially owned does not constitute an admission of beneficial ownership of such shares.

(2) Includes 1,455,381 shares held by Prescott Investors, Inc. which Mr. Smith, as investment manager for Prescott Investors, Inc. may be deemed to beneficially own.

- (3) Includes 1,455,381 shares held by Prescott Investors, Inc. which Mr. Vassalluzzo, as investment manager for Prescott Investors, Inc. may be deemed to beneficially own.
- (4) Each of C4S&Co., L.L.C. (serving as managing member of Ramius Capital Group, LLC) and Peter A. Cohen, Morgan B. Stark, Thomas N. Strauss and Jeffrey M. Solomon (serving as co-managing members of C4S&Co., L.L.C.) may be deemed the beneficial owner of 522,400 shares of the Common Stock.
- (5) Includes 252,644 shares held by Barclays Global Fund Advisors and 5,875 shares held by Barclays Global Investors, Ltd.
- (6) Includes 552,710 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007. Includes 54,000 shares held in trust for the benefit of Gary A. Johnson's children. Gary A. Johnson disclaims beneficial ownership of such shares.

- (7) Includes 305,757 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (8) Includes 128,445 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (9) Includes 53,000 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (10) Includes 50,500 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (11) Includes 50,500 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (12) Includes 43,000 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (13) Represents 38,300 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (14) Includes 5,000 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.
- (15) Includes 1,227,212 shares issuable upon the exercise of outstanding options presently exercisable or exercisable within 60 days after June 7, 2007.

Independent Registered Public Accounting Firm

The consolidated financial statements of Vertrue and Vertrue management's assessment of the effectiveness of internal control over financial reporting included in the Annual Report on Form 10-K for the fiscal year ended June 30, 2006, incorporated by reference in this proxy statement, have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their reports appearing in such Annual Report on Form 10-K.

**ADJOURNMENT OF THE SPECIAL MEETING
(PROPOSAL NO. 2)**

Vertrue may ask its stockholders to vote on a proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to adopt the Merger Agreement. We currently do not intend to propose adjournment at the Special Meeting if there are sufficient votes to adopt the Merger Agreement. If the proposal to adjourn the Special Meeting for the purpose of soliciting additional proxies is submitted to our stockholders for approval, such approval requires, in the event a quorum is present, the affirmative vote of the holders of Common Stock representing a majority of the votes cast on the matter, and, if a quorum is not present, the affirmative vote of the holders of a majority of the shares of the Common Stock present or represented by proxy and entitled to vote on the matter.

The Board of Directors recommends that you vote FOR the adjournment of the Special Meeting, if necessary, to solicit additional proxies.

OTHER MATTERS

Other Matters for Action at the Special Meeting

As of the date of this proxy statement, our Board of Directors knows of no matters that will be presented for consideration at the Special Meeting other than as described in this proxy statement.

Future Stockholder Proposals

If the Merger is consummated, we will not have public stockholders and there will be no public participation in any future meeting of stockholders. However, if the Merger is not completed, we expect to hold a 2007 annual meeting of stockholders. Any stockholder proposals to be considered timely for inclusion in our proxy statement for our 2007 annual meeting of stockholders must be submitted in writing and sent to: General Counsel, Vertrue Incorporated, 20 Glover Avenue, Norwalk, Connecticut 06850, and must have been received prior to the close of business on June 1, 2007. Such proposals must also comply with the SEC's rules concerning the inclusion of stockholder proposals in company-sponsored proxy materials as set forth in Rule 14a-8 promulgated under the Exchange Act. For any proposal that is not submitted for inclusion in our proxy statement for our 2007 annual meeting of stockholders, but is instead sought to be presented directly at our 2007 annual meeting of stockholders, the SEC rules permit management to vote proxies in its discretion if we: (i) receive notice of the proposal before the close of business on September 3, 2007 and advise stockholders in the 2007 proxy statement about the nature of the matter and how management intends to vote on such matter; or (ii) do not receive notice of the proposal prior to the close of business on September 3, 2007. Notices of intention to present proposals at the 2007 annual meeting of stockholders should be in writing and sent to: General Counsel, 20 Glover Avenue, Norwalk, Connecticut 06850.

Householding of Special Meeting Materials

We participate in the practice of "householding" proxy statements and annual reports. This means that only one copy of this notice and proxy statement may have been sent to multiple stockholders in your household, unless we have received contrary instructions from you. If you would prefer to receive separate copies of a proxy statement or annual report either now or in the future, please contact, by writing or by phone, General Counsel, Vertrue Incorporated, 20 Glover Avenue, Norwalk, Connecticut 06850; (203) 324-7635, and we will promptly deliver to you a separate copy of the annual reports and proxy statements upon your written or oral request.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference room located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our SEC filings are also available to the public at the SEC's website at www.sec.gov. You also may obtain free copies of the documents we file with the SEC by going to the Investors Relations section of our website at www.Vertrue.com. Our website address is provided as an inactive textual reference only. The information provided on our website is not part of this proxy statement, and therefore is not incorporated by reference.

Statements contained in this proxy statement, or in any document incorporated in this proxy statement by reference regarding the contents of any contract or other document, are not necessarily complete and each such statement is qualified in its entirety by reference to that contract or other document filed as an exhibit with the SEC. The SEC allows us to incorporate by reference into this proxy statement documents we file with the SEC. This means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this proxy statement, and later information that we file with the SEC will update and supersede that information. We incorporate by reference the documents listed below and any documents filed by us pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this proxy statement and before the date of the Special Meeting:

Vertrue Filings

Periods

Annual Report on Form 10-K
Proxy Statement on Schedule 14A

Years ended June 30, 2006 and June 30, 2005
Filed on October 12, 2006

Quarterly Reports on Form 10-Q

Quarters ended September 30, 2006, December 31, 2006 and
March 31, 2007

Current Reports on Form 8-K

Filed on July 6, 2006, March 22, 2007, May 8, 2007 and
June 12, 2007

Notwithstanding the foregoing, information furnished under Items 2.02 and 7.01 of any Current Report on Form 8-K, including the related exhibits, is not incorporated by reference in this proxy statement.

You may request a copy of the documents incorporated by reference into this proxy statement, excluding certain exhibits, by writing to or telephoning us. We will provide to each requesting stockholder, without charge, upon your written or oral request and by first class mail or other equally prompt means within one business day of receipt of such request, a copy of any and all of the information that has been incorporated by reference in this proxy statement (excluding certain exhibits). Requests for documents should be directed to the General Counsel, Vertrue Incorporated, 20 Glover Avenue, Norwalk, Connecticut 06850; (203) 324-7635. If you would like to request documents from us, please do so at least five business days before the date of the Special Meeting in order to receive timely delivery of those documents prior to the Special Meeting.

THIS PROXY STATEMENT DOES NOT CONSTITUTE THE SOLICITATION OF A PROXY IN ANY JURISDICTION TO OR FROM ANY PERSON TO WHOM OR FROM WHOM IT IS UNLAWFUL TO MAKE SUCH PROXY SOLICITATION IN THAT JURISDICTION. YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROXY STATEMENT TO VOTE YOUR SHARES AT THE SPECIAL MEETING. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE

YOU WITH INFORMATION THAT IS DIFFERENT FROM WHAT IS CONTAINED IN THIS PROXY STATEMENT. THIS PROXY STATEMENT IS DATED JUNE 12, 2007. YOU SHOULD NOT ASSUME THAT THE INFORMATION CONTAINED IN THIS PROXY STATEMENT IS ACCURATE AS OF ANY DATE OTHER THAN THAT DATE, AND THE MAILING OF THIS PROXY STATEMENT TO STOCKHOLDERS DOES NOT CREATE ANY IMPLICATION TO THE CONTRARY.

ANNEX A

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

among

**VERTRUE INCORPORATED,
VELO HOLDINGS INC.**

and

VELO ACQUISITION INC.

**Dated as of
March 22, 2007**

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this Agreement), dated as of March 22, 2007, among Vertrue Incorporated, a Delaware corporation (the Company), Velo Holdings Inc., a Delaware corporation (Parent), and Velo Acquisition Inc., a Delaware corporation and a wholly owned subsidiary of Parent (Merger Sub), the Company and Merger Sub sometimes being hereinafter collectively referred to as the Constituent Corporations).

RECITALS

WHEREAS, the respective boards of directors of each of Parent, Merger Sub and the Company have unanimously approved the merger of Merger Sub with and into the Company (the Merger) upon the terms and subject to the conditions set forth in this Agreement and have unanimously approved and declared advisable this Agreement;

WHEREAS, concurrently with the execution of this Agreement and as a condition to the willingness of the Company to enter into this Agreement, each of One Equity Partners II, L.P., Oak Investment Partners XII, L.P., Rho Ventures V, L.P. and Rho Ventures V, Affiliates, L.L.C. (the Guarantors) is entering into a guarantee with the Company (a Guarantee), pursuant to which each of such Guarantors is guaranteeing certain obligations of Parent and Merger Sub in connection with this Agreement; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

The Merger; Closing; Effective Time

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the Surviving Corporation), and the separate corporate existence of the Company, with all of its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger, except as set forth in Article II. The Merger shall have the effects specified in the General Corporation Law of the State of Delaware (the DGCL).

1.2. Closing. Unless otherwise mutually agreed in writing between the Company and Parent, the closing for the Merger (the Closing) shall take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, at 9:00 a.m. (Eastern Time) on the second business day (the Closing Date) following the day on which the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at the Closing) shall be satisfied or waived in accordance with this Agreement. For purposes of this Agreement, the term business day shall mean any day ending at 11:59 p.m. (Eastern Time) other than a Saturday or Sunday or a day on which banks are required or authorized to close in the City of New York.

1.3. Effective Time. As soon as practicable following the Closing, the Company and Parent will cause a Certificate of Merger (the Delaware Certificate of Merger) to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. The Merger shall become effective at the time when

the Delaware Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties hereto in writing and specified in the Delaware Certificate of Merger (the Effective Time).

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ARTICLE II

Certificate of Incorporation and By-laws of the Surviving Corporation

2.1. The Certificate of Incorporation. The certificate of incorporation of the Company shall be amended as a result of the Merger so as to read in its entirety as the certificate of incorporation of Merger Sub in effect immediately prior to the Merger except that Article I thereof shall read The name of the Corporation is Vertrue Incorporated and as so amended shall be the certificate of incorporation of the Surviving Corporation (the Charter), until duly amended as provided therein or by applicable Laws.

2.2. The By-laws. The by-laws of Merger Sub in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation (the By-laws), until thereafter amended as provided therein or by applicable Laws.

ARTICLE III

Officers and Directors of the Surviving Corporation

3.1. Directors. The parties hereto shall take all actions necessary so that the board of directors of Merger Sub at the Effective Time shall, from and after the Effective Time, be elected or otherwise validly appointed as the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-laws.

3.2. Officers. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-laws.

ARTICLE IV

Effect of the Merger on Capital Stock: Exchange of Certificates

4.1. Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Company:

(a) Merger Consideration. Each share of the common stock, par value \$0.01 per share, of the Company (a Share or, collectively, the Shares) issued and outstanding immediately prior to the Effective Time (other than (i) Shares owned by Parent, Merger Sub or any other direct or indirect wholly owned subsidiary of Parent and Shares owned by the Company or any direct or indirect wholly owned subsidiary of the Company, and in each case not held on behalf of third parties, and (ii) Shares that are owned by stockholders (Dissenting Stockholders) who have perfected and not withdrawn or lost appraisal rights pursuant to Section 262 of the DGCL (each, an Excluded Share and collectively, Excluded Shares)) shall be converted into the right to receive (subject to applicable withholding tax pursuant to Section 4.2(g)) \$48.50 per Share in cash, without interest (the Per Share Merger Consideration). At the Effective Time, all of the Shares shall cease to be outstanding, shall be cancelled and shall cease to exist, each certificate (a Certificate) formerly representing any of the Shares (other than Excluded Shares) shall thereafter represent only the right to receive the Per Share Merger Consideration, without interest, and each certificate formerly representing Shares owned by Dissenting Stockholders shall thereafter represent only the right to receive the payment

to which reference is made in Section 4.2(f).

(b) Cancellation of Excluded Shares. Each Excluded Share referred to in Sections 4.1(a)(i) and 4.1(a)(ii) shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding, shall be cancelled without payment of any consideration therefor and shall cease to exist, subject, as applicable, to the right of each Excluded Share referred to in Section 4.1(a)(ii) to receive the payment to which reference is made in Section 4.2(f).

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(c) Merger Sub. At the Effective Time, each share of common stock, par value \$0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value \$0.01 per share, of the Surviving Corporation.

4.2. Exchange of Certificates.

(a) Paying Agent. At or prior to the Effective Time, Parent shall deposit, or shall cause to be deposited, with a paying agent selected by Parent with the Company's prior approval (such approval not to be unreasonably withheld or delayed) (the Paying Agent), for the benefit of the holders of Shares, a cash amount in immediately available funds necessary for the Paying Agent to make payments under Section 4.1(a) (such cash being hereinafter referred to as the Exchange Fund). The Paying Agent shall invest the Exchange Fund as directed by Parent, provided that such investments shall be in obligations of or guaranteed by the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively. Any interest and other income resulting from such investment shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable under Section 4.1(a) shall be promptly returned to the Surviving Corporation or Parent, at Parent's discretion. To the extent that the Exchange Fund diminishes for any reason below the level required to make prompt cash payment under Section 4.1(a), Parent shall, or shall cause the Surviving Corporation to promptly replace, restore or increase, as applicable, the cash in the Exchange Fund so as to ensure that the Exchange Fund is at all times maintained at a level sufficient to make such payments under Section 4.1(a).

(b) Exchange Procedures. Promptly after the Effective Time (and in any event within five (5) business days), the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of Shares (other than holders of Excluded Shares) (i) a letter of transmittal in customary form specifying that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates (or affidavits of loss in lieu thereof as provided in Section 4.2(e)) to the Paying Agent, such letter of transmittal to be in such form and have such other provisions as Parent and the Company may reasonably agree, and (ii) instructions for use in effecting the surrender of the Certificates (or affidavits of loss in lieu thereof as provided in Section 4.2(e)) in exchange for the Per Share Merger Consideration. Upon surrender of a Certificate (or affidavit of loss in lieu thereof as provided in Section 4.2(e)) to the Paying Agent in accordance with the terms of such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor a cash amount in immediately available funds (after giving effect to any required Tax withholdings as provided in Section 4.2(g)) equal to (x) the number of Shares represented by such Certificate (or affidavit of loss in lieu thereof as provided in Section 4.2(e)) multiplied by (y) the Per Share Merger Consideration, and such Certificate so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates. In the event of a transfer of ownership of Shares that is not registered in the transfer records of the Company, a check for any cash to be exchanged upon due surrender of the Certificate may be issued to such transferee if the Certificate formerly representing such Shares is presented to the Paying Agent, accompanied by all documents reasonably required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid or are not applicable.

(c) Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificate is presented to the Surviving Corporation, Parent or the Paying Agent for transfer, it shall be cancelled and exchanged for the cash amount in immediately available funds to which the holder thereof is entitled pursuant to this Article IV, subject to applicable Law in the case of Dissenting Stockholders.

(d) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains unclaimed by the stockholders of the Company for 180 days after the Effective Time shall be

delivered to the Surviving Corporation. Any holder of Shares (other than Excluded Shares) who has not theretofore complied with this Article IV shall thereafter look only to Parent and the Surviving Corporation for payment of the Per Share Merger Consideration (after giving effect to any required Tax withholdings as provided in Section 4.2(g)) upon due surrender of its Certificates (or affidavits of loss in lieu thereof as provided in Section 4.2(e)), without any interest thereon. Notwithstanding the foregoing, none of the Surviving Corporation, Parent, the Paying Agent or any other Person shall be liable to any former holder of Shares for any amount required

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to be delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws. For the purposes of this Agreement, the term *Person* shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

(e) *Lost, Stolen or Destroyed Certificates.* In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such Person of a bond in customary amount and upon such terms as may be required by Parent as indemnity against any claim that may be made against it or the Surviving Corporation with respect to such Certificate, the Paying Agent will issue a check in the amount (after giving effect to any required Tax withholdings as provided in Section 4.2(g)) equal to the number of Shares represented by such lost, stolen or destroyed Certificate multiplied by the Per Share Merger Consideration.

(f) *Appraisal Rights.* No Person who has perfected a demand for appraisal rights pursuant to Section 262 of the DGCL shall be entitled to receive the Per Share Merger Consideration with respect to the Shares owned by such Person unless and until such Person shall have effectively withdrawn or lost such Person's right to appraisal under the DGCL. Each Dissenting Stockholder shall be treated in accordance with Section 262 of the DGCL and, as applicable, shall be entitled to receive only the payment provided by Section 262 of the DGCL with respect to Shares owned by such Dissenting Stockholder. The Company shall give Parent (i) prompt notice of any written demands for appraisal, attempted withdrawals of such demands and any other instruments served pursuant to applicable Laws that are received by the Company relating to stockholders' rights of appraisal and (ii) the opportunity to participate in and direct all negotiations and proceedings with respect to any such demands. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisal or offer to settle or settle any such demands or approve (if required) any withdrawal of any such demands.

(g) *Withholding Rights.* Each of Parent, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Shares such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld, such withheld amounts shall (i) be remitted by Parent, the Surviving Corporation or the Paying Agent, as applicable, to the applicable Governmental Entity and (ii) be treated for all purposes of this Agreement as having been paid to the holder of Shares in respect of which such deduction and withholding was made.

4.3. *Treatment of Stock Plans.*

(a) *Options.* At the Effective Time, each outstanding option to purchase Shares (a *Company Option*) under the Stock Plans, vested or unvested, shall be cancelled and shall only entitle the holder thereof to receive, as soon as reasonably practicable after the Effective Time (but in any event no later than three (3) business days after the Effective Time), an amount in cash equal to (x) the total number of Shares subject to such Company Option immediately prior to the Effective Time multiplied by (y) the excess, if any, of the Per Share Merger Consideration over the exercise price per Share under such Company Option, less applicable Taxes required to be withheld with respect to such payment.

(b) *Restricted Share.* At the Effective Time, each outstanding share of restricted stock (each, a *Restricted Share*) under the Stock Plans, shall be cancelled and shall only entitle the holder thereof to receive, as soon as reasonably practicable after the Effective Time (but in any event no later than three (3) business days after the Effective Time), an amount in cash equal to (x) the total number of such Restricted Shares immediately prior to the Effective Time multiplied by (y) the Per Share Merger Consideration, less applicable Taxes required to be withheld with respect to such payment.

(c) Corporate Actions. At or prior to the Effective Time, the Company, the board of directors of the Company and the executive officer development and compensation committee of the board of directors of the Company, as applicable, shall adopt resolutions to implement the provisions of Sections 4.3(a) and 4.3(b).

4.4. Adjustments to Prevent Dilution. In the event that the Company changes the number of Shares or securities convertible or exchangeable into or exercisable for Shares issued and outstanding prior to the Effective

Time as a result of a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer or other similar transaction, the Per Share Merger Consideration shall be equitably adjusted.

ARTICLE V

Representations and Warranties

5.1. Representations and Warranties of the Company. Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to Parent by the Company prior to entering into this Agreement (the Company Disclosure Letter) (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Letter shall be deemed disclosure with respect to any other section or subsection of this Section 5.1 to which the relevance of such item is reasonably apparent on its face), the Company hereby represents and warrants to Parent and Merger Sub that:

(a) Organization, Good Standing and Qualification. Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation or similar entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in good standing, or to have such power or authority, would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The Company has made available to Parent complete and correct copies of the Company's and its Significant Subsidiaries' certificates of incorporation and by-laws or comparable governing documents, each as amended to the date hereof, and each as so made available is in effect on the date hereof. As used in this Agreement, the term (i) Subsidiary means, with respect to any Person, any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries, (ii) Significant Subsidiary is as defined in Rule 1.02(w) of Regulation S-X promulgated pursuant to the Securities Exchange Act of 1934, as amended (the Exchange Act) and (iii) Company Material Adverse Effect means a material adverse effect on (x) the financial condition, properties, assets, liabilities, business or results of operations of the Company and its Subsidiaries taken as a whole or (y) the ability of the Company to timely perform its obligations under, and consummate the transactions contemplated by, this Agreement; provided, however, that a determination of whether there has been a Company Material Adverse Effect under clause (x) above shall not take into account any effect to the extent resulting from:

(A) changes after the date hereof in the economy or financial markets generally in the United States or other countries in which the Company or any of its Subsidiaries conduct operations or that are the result of acts of war or terrorism;

(B) changes after the date hereof that are the result of factors generally affecting any industry in which the Company and its Subsidiaries operate;

(C) any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company or any of its Subsidiaries with its customers, employees, financing sources or suppliers caused by the announcement or pendency thereafter of the transactions contemplated by this Agreement, including any litigation or other proceeding arising therefrom, any change in the Company's credit ratings (provided that this credit rating exception shall not prevent or otherwise affect a determination that any change, effect, circumstance or development underlying such change in credit ratings has resulted in, or contributed to, a Company Material Adverse Effect);

(D) any actions taken by the Company and its Subsidiaries in accordance with the terms of this Agreement to obtain approval under applicable antitrust or competition laws for consummation of the Merger;

(E) changes in any Laws or GAAP or official interpretation thereof after the date hereof;

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(F) any failure by the Company to meet any estimates of revenues or earnings for any period ending on or after the date of this Agreement, provided that the exception in this clause shall not prevent or otherwise affect a determination that any change, effect, circumstance or development underlying such failure has resulted in, or contributed to, a Company Material Adverse Effect; and

(G) after the date hereof a decline in the price or trading volume of the Company's common stock, provided that the exception in this clause shall not prevent or otherwise affect a determination that any change, effect, circumstance or development underlying such decline has resulted in, or contributed to, a Company Material Adverse Effect.

Unless, in the case of the foregoing clauses (A), (B) and (E), such changes have a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, when compared to other companies in the same industries in which the Company or its Subsidiaries operate.

(b) Capital Structure. The authorized capital stock of the Company consists of 80,000,000 Shares, of which 9,713,309 Shares were outstanding as of the close of business on March 20, 2007, and 1,000,000 shares of preferred stock, par value \$0.01 per share, none of which were outstanding as of the date hereof. Since the close of business on March 20, 2007, the Company has not issued any Shares other than the issuance of Shares upon the exercise of Company Options outstanding, the settlement of Restricted Share and conversion of the 5.50% Convertible Senior Subordinated Notes due 2010 (the Convertible Notes), and has not issued or granted any options, restricted stock, warrants or rights or entered into any other agreements or commitments to issue any Shares and has not split, combined or reclassified any of its shares of capital stock. All of the outstanding Shares have been duly authorized and are validly issued, fully paid and nonassessable. As of March 20, 2007, other than (i) 2,628,231 Shares reserved for issuance under the 1995 Executive Officers' Stock Option Plan, 1995 Non-Employee Director Stock Option Plan, 1996 Stock Option Plan, 1996 Employee Stock Purchase Plan, 2005 Equity Incentive Plan and 2006 Restricted Stock Plan for Non-Employee Directors (collectively, the Stock Plans), (ii) 2,229,654 Shares subject to issuance upon conversion of the Convertible Notes, the Company has no Shares reserved for issuance. Section 5.1(b)(i) of the Company Disclosure Letter contains a correct and complete list of options, restricted stock and stock purchase rights outstanding under the Stock Plans, including the holder, date of grant, term, number of Shares and, where applicable, exercise price. Each of the outstanding shares of capital stock or other equity securities of each of the Company's Subsidiaries is duly authorized, validly issued, fully paid and nonassessable and owned by the Company or by a direct or indirect wholly owned Subsidiary of the Company, free and clear of any lien, charge, pledge, security interest, claim or other encumbrance (each, a Lien). Except as set forth in Section 5.1(b)(i) of the Company Disclosure Letter and expect for shares issuable upon conversion of the Convertible Notes, there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate the Company or any of its Subsidiaries to issue, redeem or sell any shares of capital stock or other equity securities of the Company or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any equity securities of the Company or any of its Subsidiaries, or contractual obligations of the Company or any of its Subsidiaries to make any payments directly or indirectly based (in whole or in part) on the price or value of its capital stock and no securities or obligations evidencing such rights are authorized, issued or outstanding. Upon any issuance of any Shares in accordance with the terms of the Stock Plans, such Shares will be duly authorized, validly issued, fully paid and nonassessable and free and clear of any Liens. Except for the Convertible Notes, the Company does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter. There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of capital stock of the Company. For purposes of this Agreement, a wholly owned Subsidiary of the Company shall include any Subsidiary of the Company of which all of the shares of capital stock (other than director qualifying shares) of such Subsidiary are owned by the

Company (or a wholly owned Subsidiary of the Company).

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(c) Corporate Authority; Approval and Fairness.

(i) Assuming that the representations of Parent and Merger Sub set forth in Section 5.2(k) are true and correct, the Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute and deliver this Agreement and, subject only to adoption of this Agreement by the holders of a majority of the outstanding Shares entitled to vote on such matter at a stockholders' meeting duly called and held for such purpose (the Company Requisite Vote), to perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the Bankruptcy and Equity Exception).

(ii) The board of directors of the Company has (A) unanimously determined that the Merger is in the best interests of the Company and its stockholders, approved and declared advisable this Agreement and the Merger and the other transactions contemplated hereby and resolved to recommend adoption of this Agreement to the holders of Shares (the Company Recommendation), (B) directed that this Agreement be submitted to the holders of Shares for their adoption at a stockholders' meeting duly called and held for such purpose and (C) received the opinion of its financial advisor Jefferies Broadview (and the special committee of the board of directors of the Company has received the opinion of its financial advisor FTN Midwest Securities), to the effect that the consideration to be received by the holders of the Shares in the Merger is fair from a financial point of view, as of the date of such opinions, to such holders. It is agreed and understood that such opinions are for the benefit of the Company's board of directors and the special committee of the board of directors of the Company, as applicable, and may not be relied on by Parent or Merger Sub. Assuming that the representations of Parent and Merger Sub set forth in Section 5.2(k) are true and correct, the board of directors of the Company has (x) taken all action so that Parent will not be an interested stockholder or prohibited from entering into or consummating a business combination with the Company (in each case as such term is used in Section 203 of the DGCL) as a result of the execution of this Agreement or the consummation of the transactions in the manner contemplated hereby, and (y) resolved to elect, to the extent permitted by applicable Law, not to be subject to any other Takeover Statutes of any jurisdiction that may purport to be applicable to this Agreement.

(d) Governmental Filings; No Violations; Certain Contracts.

(i) Other than the filings, notices and/or approvals (A) pursuant to Section 1.3, (B) under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended (the HSR Act), (C) under the Exchange Act, (D) under the Competition Act (Canada) and the Bank Act of Canada (the Canadian Approvals), (E) other applicable antitrust Laws and (F) under the rules of NASDAQ National Market (NASDAQ) (collectively, the Company Approvals), no notices, applications, reports or other filings are required to be made by the Company with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by the Company from, any U.S. domestic or foreign governmental or regulatory authority, agency, commission, body, court or other legislative, executive or judicial governmental entity (each, a Governmental Entity) in connection with the execution, delivery and performance of this Agreement by the Company and the consummation of the Merger and the other transactions contemplated hereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

(ii) The execution, delivery and performance of this Agreement by the Company do not, and the consummation of the Merger and the other transactions contemplated hereby will not, constitute or result in (A) a breach or violation of, or a default under, the certificate of incorporation or by-laws of the Company or the comparable governing instruments

of any of its Subsidiaries, (B) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) or a default under, the creation or acceleration of any obligations or the creation of a Lien on any of the assets of the Company or any of its Subsidiaries pursuant to, any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation (each, a Contract) binding upon the Company or any of its Subsidiaries or any of their respective assets or,

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(C) assuming compliance with the matters referred to in Section 5.1(d)(i), a violation of any Laws to which the Company or any of its Subsidiaries is subject, except, in the case of clause (B) or (C) above, for any such breach, violation, termination, default, creation, acceleration or change that, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

(e) Company Reports; Financial Statements.

(i) The Company has filed or furnished, as applicable, on a timely basis all forms, statements, certifications, reports and documents required to be filed or furnished by it with the Securities Exchange Commission (the SEC) under the Exchange Act or the Securities Act of 1933, as amended (the Securities Act) since June 30, 2005 (the Applicable Date) (the forms, statements, certifications, reports and documents filed or furnished since the Applicable Date and those filed or furnished subsequent to the date hereof, including any amendments thereto, the Company Reports). Each of the Company Reports, at the time of its filing or being furnished, complied or, if not yet filed or furnished, will comply in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002, and any rules and regulations promulgated thereunder applicable to the Company Reports. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the Company Reports did not, and any Company Reports filed or furnished with the SEC subsequent to the date hereof will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to the Company Reports. To the Knowledge of the Company, none of the Company Reports is the subject of ongoing SEC review or outstanding SEC comments. None of the Company's Subsidiaries is required to file periodic reports with the SEC pursuant to the Exchange Act.

(ii) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of NASDAQ.

(iii) Each of the consolidated balance sheets included in or incorporated by reference into the Company Reports (including the related notes and schedules) fairly presents in all material respects, or, in the case of Company Reports filed after the date hereof, will fairly present in all material respects, the consolidated financial position of the Company and its consolidated Subsidiaries as of its date, and each of the consolidated statements of operations, stockholders' equity and cash flows included in or incorporated by reference into the Company Reports (including any related notes and schedules) fairly presents in all material respects, or in the case of Company Reports filed after the date hereof, will fairly present in all material respects, the consolidated results of operations, retained earnings and changes in financial position, as the case may be, of the Company and its consolidated Subsidiaries for the periods set forth therein (subject, in the case of unaudited statements, to the absence of information or notes not required by GAAP to be included in interim financial statements and to normal year-end adjustments, none of which are expected to be material), in each case in accordance with U.S. generally accepted accounting principles (GAAP) applied on a consistent basis, except as may be noted therein.

(iv) The Company and its Significant Subsidiaries have implemented and maintain a system of internal accounting controls and financial reporting (as required by Rule 13a-15(a) under the Exchange Act) that are sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. The Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company has disclosed, based on its most recent evaluation prior to the date of this Agreement, to the Company's outside auditors

and the audit committee of the board of directors of the Company (A) any significant deficiencies and material weaknesses in the design or operation of its internal controls over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that would be reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information

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and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting. The Company has provided Parent prior to the date hereof with all such disclosures to the Company's outside auditors and the audit committee of the board of directors of the Company.

(f) Absence of Certain Changes. Except as and to the extent set forth in the Company Reports filed prior to the date hereof, since June 30, 2006, the Company and its Subsidiaries have conducted their respective businesses only in, and have not engaged in any material transaction other than according to, the ordinary and usual course of such businesses. Except, solely with respect to clauses (ii) through (xii) of this Section 5.1(f), as and to the extent set forth in the Company Reports filed prior to the date hereof, but only to the extent such disclosure is reasonably apparent on its face to be applicable to such clauses, since June 30, 2006, there has not been:

- (i) any change in the financial condition, properties, assets, liabilities, business or results of the operations of the Company or any of its Subsidiaries that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect;
- (ii) any material damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Company or any of its Subsidiaries, whether or not covered by insurance, that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect;
- (iii) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company or any of its Subsidiaries (except for dividends or other distributions by any direct or indirect wholly owned Subsidiary of the Company to the Company or to any wholly owned Subsidiary of the Company);
- (iv) any material change in any method of accounting or accounting practice by the Company or any of its Subsidiaries;
- (v) any redemption, repurchase or other acquisition of any shares of capital stock of the Company or of any of its Subsidiaries;
- (vi) any action that, if taken after the date hereof without the prior approval of Parent, would constitute a breach of Section 6.1(xiv) hereof;
- (vii) any amendment to or change of the certificate of incorporation or bylaws of the Company or equivalent organizational document of any material Subsidiary of the Company;
- (viii) any incurrence of indebtedness or issuance of any debt security or guarantee by the Company or any of its Subsidiaries, in each case, outside the ordinary course of business consistent with past practice;
- (ix) any payment, discharge, settlement or satisfaction of any material claims, liabilities or obligations (absolute, accrued, contingent or otherwise) outside the ordinary course of business consistent with past practice;
- (x) any adoption or entrance into a plan of complete or partial liquidation, dissolution, merger, consolidation, acquisition, restructuring, recapitalization or other reorganization of the Company or any Subsidiary of the Company;
- (xi) a change in any material respect to its debt collection practices; or

(xii) any material Tax election made or revoked by the Company or any of its Subsidiaries or any settlement or compromise of any material Tax liability made by the Company or any of its Subsidiaries.

(g) *Litigation and Liabilities.*

(i) As of the date of this Agreement, there are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations, inquiries or other proceedings pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, which, individually or in the aggregate, would reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its

Subsidiaries is a party to or subject to the provisions of any material judgment, order, writ, injunction, decree or award of any Governmental Entity. Section 5.1(g) of the Company Disclosure Letter sets forth all settlement agreements between the Company and any Governmental Entity. To the Knowledge of the Company, no officer or director of the Company or its Subsidiaries is a defendant in any claim, action, suit, proceeding, arbitration, mediation or governmental investigation in connection with his or her status as an officer or director of the Company or any of its Subsidiaries. There are no SEC legal actions, audits, inquiries or investigations, other governmental actions, audits, inquiries or investigations by other Governmental Entities or material internal investigations pending or, to the Knowledge of the Company, threatened, in each case regarding any accounting practices of the Company or any of its Subsidiaries.

(ii) Neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) whether or not required by GAAP to be set forth on a consolidated balance sheet of the Company and its Subsidiaries or in the notes thereto, other than liabilities and obligations (A) set forth in the Company's consolidated balance sheet as of December 31, 2006 included in the Company Reports filed prior to the date hereof, (B) incurred in the ordinary course of business consistent with past practice since December 31, 2006, (C) incurred in connection with the Merger or any other transaction contemplated by this Agreement or (D) that, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect.

The term Knowledge when used in this Agreement with respect to the Company shall mean the actual knowledge of those persons set forth in Section 5.1(g) of the Company Disclosure Letter without obligation of any further review or inquiry, and does not include information of which they may be deemed to have constructive knowledge only.

(h) Employee Benefits.

(i) All material benefit and compensation plans, contracts, policies or arrangements covering current or former employees of the Company and its Subsidiaries (the Employees) and current or former directors of the Company under which there is a continuing financial obligation of the Company or any Subsidiary, including employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and deferred compensation, severance, stock option, stock purchase, stock appreciation rights, stock based, incentive and bonus plans (the Benefit Plans), other than Benefit Plans maintained outside of the United States primarily for the benefit of the Employees working outside of the United States (such plans hereinafter being referred to as Non-U.S. Benefit Plans), are listed on Schedule 5.1(h)(i) of the Company Disclosure Letter, and each Benefit Plan that has received a favorable opinion letter from the Internal Revenue Service (the IRS) has been separately identified. True and complete copies of all Benefit Plans listed on Schedule 5.1(h)(i) of the Company Disclosure Letter have been made available to Parent.

(ii) All Benefit Plans, other than multiemployer plans within the meaning of Section 3(37) of ERISA (each, a Multiemployer Plan) and Non-U.S. Benefit Plans, (collectively, U.S. Benefit Plans), are in compliance in all material respects with ERISA, the Internal Revenue Code of 1986, as amended (the Code) and other applicable Laws and each Benefit Plan has been maintained and administered, in all material respects, in accordance with its terms. Each U.S. Benefit Plan, which is subject to ERISA (an ERISA Plan) that is an employee pension benefit plan within the meaning of Section 3(2) of ERISA (a Pension Plan) intended to be qualified under Section 401(a) of the Code, has received a favorable determination or opinion letter from the IRS or has applied to the IRS for such favorable determination or opinion letter under Section 401(b) of the Code, and the Company is not aware of any circumstances reasonably likely to result in the loss of the qualification of such Pension Plan under Section 401(a) of the Code. Neither the Company nor any of its Subsidiaries has engaged in a transaction with respect to any ERISA Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject the Company or any of its Subsidiaries to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which would be material.

(iii) Neither the Company nor any of its Subsidiaries has or is expected to incur any material liability under Subtitle C or D of Title IV of ERISA with respect to any ongoing, frozen or terminated single-employer plan ,

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within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with the Company under Section 4001 of ERISA or Section 414 of the Code (an ERISA Affiliate).

(iv) Neither the Company, any Subsidiary of the Company or any ERISA Affiliate has, at any time with respect to which any statute of limitations remains open, contributed to or been required to contribute to, or incurred any withdrawal liability within the meaning of Section 4201 of ERISA (including any contingent withdrawal liability by reason of a transaction described in Section 4204 of ERISA) to, any Multiemployer Plan.

(v) There is no material pending or, to the Knowledge of the Company, threatened claim or litigation relating to the Benefit Plans, other than routine claims for benefits, nor are there any material pending or, to the Knowledge of the Company, threatened investigations by any Governmental Entity involving the Benefit Plans or termination proceedings instituted by any Governmental Entity involving the Benefit Plans.

(vi) The Company, each Subsidiary of the Company and each ERISA Affiliate have been in material compliance with the notice and continuation coverage requirements of section 4980B of the Code and the regulations thereunder, including, without limitation, the M&A regulations issued as Treasury Regulations § 54.4980B-9, with respect to each Benefit Plan that is, or was during any taxable year of the Company or any ERISA Affiliate for which the statute of limitations on the assessment of federal income taxes remains open, by consent or otherwise, a group health plan within the meaning of section 5000(b)(1) of the Code.

(vii) Except as listed on Schedule 5.1(h)(vii) of the Company Disclosure Letter, the execution of this Agreement will not result in any payment under any Benefit Plan, to any employee, former employee, director or agent of the Company, any Subsidiary or any ERISA Affiliate, either alone or in conjunction with any other payment, which will be an excess parachute payment under section 280G of the Code.

(viii) All Non-U.S. Benefit Plans comply in all material respects with applicable local Law and the terms of each such Plan. All material Non-U.S. Benefit Plans are listed on Schedule 5.1(h)(vii) of the Company Disclosure Letter. True and complete copies of all Non-U.S. Benefit Plans have been made available to Parent. There is no material pending, or to the Knowledge of the Company threatened, claim or litigation relating to the Non-U.S. Benefits Plans, nor are there any material pending or, to the Knowledge of the Company, threatened investigations by any Governmental Entity involving the Non-U.S. Benefits Plans or termination proceedings instituted by any Governmental Entity involving the Non-U.S. Benefit Plans.

(i) Compliance with Laws; Licenses. The businesses of each of the Company and its Subsidiaries have not been since the Applicable Date, and are not being, conducted in violation of any federal, state, local or foreign law, statute or ordinance, common law, or any rule, regulation, standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Entity (collectively, Laws), except for violations that, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect. Except with respect to regulatory matters covered by Section 6.5, no investigation or review by any Governmental Entity with respect to the Company or any of its Subsidiaries is pending or, to the Knowledge of the Company, threatened, nor has any Governmental Entity indicated an intention to conduct the same, except for those the outcome of which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. The Company and its Subsidiaries each has obtained and is in compliance with all permits, certifications, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity (Licenses) necessary to conduct its business as presently conducted, except those the absence of which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(j) Takeover Statutes. Except for Section 203 of the DGCL, no fair price, moratorium, control share acquisition or other similar anti-takeover statute or regulation (each, a Takeover Statute) or any anti-takeover provision in the Company's certificate of incorporation or By-laws is applicable to the Company, the Shares, the Merger or the other transactions contemplated by this Agreement.

(k) Environmental Matters. Except for such matters that, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect: (A) the Company and its Subsidiaries have

complied at all times since the Applicable Date with all applicable Environmental Law; (B) the Company and its Subsidiaries possess all permits, licenses, registrations, identification numbers, authorizations and approvals required under applicable Environmental Law for the operation of their respective businesses as presently conducted; (C) neither the Company nor any of its Subsidiaries has received any written claim, notice of violation or citation concerning any violation or alleged violation of any applicable Environmental Law during the past two years; and (D) there are no writs, injunctions, decrees, orders or judgments outstanding, or any actions, suits or proceedings pending or, to the Knowledge of the Company, threatened, concerning compliance by the Company or any of its Subsidiaries with any Environmental Law.

As used herein, the term Environmental Law means any applicable law, regulation, code, license, permit, order, judgment, decree or injunction from any Governmental Entity (A) concerning the protection of the environment, (including air, water, soil and natural resources) or (B) the use, storage, handling, release or disposal of any Hazardous Substances, in each case as presently in effect.

As used herein, the term Hazardous Substance means any substance presently listed, defined, designated or classified as hazardous, toxic or radioactive under any applicable Environmental Law including petroleum and any derivative or by-products thereof.

(l) Taxes.

(i) The Company and each of its Subsidiaries (A) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed on or before the Closing by any of them except where such failures to so prepare or file Tax Returns, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect and all such filed Tax Returns are complete and accurate in all material respects, (B) have paid all Taxes that are required to be paid or that the Company or any of its Subsidiaries are obligated to withhold from amounts owing to any employee, creditor or third party, except with respect to matters contested in good faith and except where such failure to so pay or withhold, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect, and (C) have not waived any statute of limitations with respect to any material amount of Taxes or agreed to any extension of time with respect to any material amount of Tax assessment or deficiency.

(ii) As of the date hereof, there are not pending or, to the Knowledge of the Company, threatened in writing, any audits, examinations, investigations or other proceedings in respect of Taxes or Tax matters of the Company. The Company has made available to Parent true and correct copies of the United States federal income Tax Returns filed by the Company and its Subsidiaries for each of the fiscal years ended June 30, 2005, 2004 and 2003. There are no material Liens for Taxes upon the assets of the Company or any Subsidiary of the Company, except Liens for Taxes not yet due and payable. There are no requests for rulings or determinations in respect of any Taxes or Tax Returns pending between the Company or any Subsidiary of the Company and any taxing authority. No claim has been made in writing by a taxing authority in a jurisdiction in which the Company or any Subsidiary of the Company does not file Tax Returns that the Company or any Subsidiary of Company is or may be subject to taxation in that jurisdiction.

(iii) The Company and each Subsidiary of the Company have established reserves in accordance with GAAP that are adequate for the payment of all Taxes not yet due and payable with respect to the results of operations of the Company and each Subsidiary of the Company through the date of this Agreement.

(iv) Neither the Company nor any Subsidiary of the Company (A) has been a member of an affiliated group filing a consolidated federal income tax return (other than a group the common parent of which was the Company), (B) has any liability for the Taxes of any Person (other than the Company or any Subsidiary of the Company) under Treasury Regulation Section 1.1502-6 (or similar provision of state, local or foreign law), (C) has distributed the stock of

another company in a transaction that was purported or intended to be governed by Section 355 or Section 361 of the Code, (D) is a party to any material tax sharing, tax indemnity or other similar agreement or arrangement regarding Taxes with any entity not included in the Company Reports, (E) has elected to change, or is required to change, a method of accounting for Tax purposes pursuant to Section 481 of the Code or otherwise that will have a continuing effect following the Closing, (F) is the subject of any closing agreement with respect to Taxes that will have continuing effect following the Closing, (G) has

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participated in a listed transaction within the meaning of Treasury Regulation Section 1.6011-4(b)(2) (determined without regard to whether such transaction is a reportable transaction under such regulation) or (H) will be required to include an item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any installment sale or open transaction disposition made on or prior to the Closing Date, prepaid amount received on or prior to the Closing Date, or any similar transaction that has occurred prior to the Closing Date.

As used in this Agreement, (A) the term Tax (including, with correlative meaning, the term Taxes) shall mean all federal, state, local and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severances, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, any liability for taxes, levies or other like assessments, charges, fees of another Person pursuant to Treasury Regulation Section 1.1502-6 or any similar or analogous provision of applicable law or otherwise (including agreement), together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions, and (B) the term Tax Return includes all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

(m) Labor Matters. Neither the Company nor any of its Subsidiaries is a party to or otherwise bound by any collective bargaining agreement or other material Contract with a labor union or labor organization (a CBA), nor are there any employees of the Company or any of its Subsidiaries represented by a works council, representative body or other labor organization, and there are, to the Knowledge of the Company, no material activities or material proceedings of any labor union, works council, representative body or other organization to organize any employees of the Company or any of its Subsidiaries or compel the Company or any of its Subsidiaries to bargain with any such union, works council or representative body. Neither the Company nor any of its Subsidiaries is the subject of any material proceeding asserting that the Company or any of its Subsidiaries has committed an unfair labor practice or seeking to compel it to bargain with any labor union or labor organization nor is there pending or, to the Knowledge of the Company, threatened, nor has there been since the Applicable Date, any labor strike, dispute, walk-out, work stoppage, slow-down or lockout involving the Company or any of its Subsidiaries.

(n) Intellectual Property.

(i) Section 5.1(n)(i) of the Company Disclosure Letter sets forth a complete and correct list of (A) all registrations and applications for registration of all trademarks, copyrights and patents owned by the Company or its Subsidiaries, specifying, as to each such item, as applicable, the registered owner, jurisdiction and number of each such application and/or registration, (B) all material software applications owned by the Company or its Subsidiaries, and (C) all material unregistered trademarks owned by the Company or its Subsidiaries.

(ii) Section 5.1(n)(ii) of the Company Disclosure Letter sets forth a complete and correct list of all material agreements under which the Company and its Subsidiaries (A) use or have the right to use any Intellectual Property owned by a third party (other than agreements for commercially available software that are subject to shrink wrap or other similar user licenses, or non-exclusive trademark licenses that are incidental to the sale or purchase of goods) or (B) have licensed or sublicensed to others the right to use any Intellectual Property owned by the Company or its Subsidiaries (other than (x) non-exclusive end user licenses granted to the Company's customers in the ordinary course of business, (y) non-exclusive limited use trademark licenses granted to the clients, distributors or strategic partners of the Company or its Subsidiaries in the ordinary course of business, or (z) any non-disclosure agreements entered into in the ordinary course of business).

(iii) The Company and its Subsidiaries have exclusive right, title and interest in and to all Intellectual Property set forth on Section 5.1(n)(i) of the Company Disclosure Letter, free and clear of any Lien. The registrations of all material Intellectual Property set forth on Section 5.1(n)(i) of the Company Disclosure Letter are held and/or recorded in the Company s or a Company Subsidiary s name, and are, to the Knowledge of the Company, validly registered, legally enforceable and in full force, and not subject to any cancellation or reexamination proceeding.

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(iv) (A) The Company and its Subsidiaries have sufficient rights to use all Intellectual Property used in their respective businesses as presently conducted and which is material to the conduct of each such business, and (B) all of such rights shall survive materially unchanged the consummation of the transactions contemplated by this Agreement. As of the date hereof, no claim, which could reasonably be expected to be material to the conduct or operation of the business of the Company or any of its Subsidiaries receiving the claim, has been asserted or, to the Knowledge of the Company, threatened against the Company or such Subsidiary concerning the ownership, validity, registerability, enforceability, infringement or use of or licensed right to use any Intellectual Property. Neither the Company nor any Subsidiary is party to any settlement agreement or court order restricting its use of any Intellectual Property or otherwise involving any Intellectual Property. To the Knowledge of the Company, no person is violating any Intellectual Property owned by the Company or its Subsidiaries.

(v) The Company and its Subsidiaries have taken commercially reasonable steps to protect and maintain all material Intellectual Property used or held for use by the Company and its Subsidiaries in their respective businesses as currently conducted, and to preserve the confidentiality of any Intellectual Property, the value of which is dependent upon maintaining the confidential nature thereof.

(vi) The Company and its Subsidiaries have in place and practice a policy by which any Intellectual Property developed in whole or in part by any employee of the Company or its Subsidiaries within the scope of his or her employment is owned by the Company or its Subsidiaries. Except as would not, individually or in the aggregate, be reasonably likely to result in a Company Material Adverse Effect, the Company and its Subsidiaries take commercially reasonable steps to have each outside consultant who is or has been involved in the development of any Intellectual Property enter into an appropriate agreement assigning to the Company or to any of its Subsidiaries all rights to any Intellectual Property developed on behalf of the Company or such Subsidiary by such outside consultant in the course of his or her engagement.

(vii) The Company and each of its Subsidiaries have in place written internal guidelines for the use, processing, confidentiality, and security of customer data consistent with contractual commitments of the Company and its Subsidiaries and privacy policies published to customers. Except as would not be reasonably likely to result in a Company Material Adverse Effect: (i) the Company and its Subsidiaries enforce such guidelines; and (ii) the practices of the Company and its Subsidiaries regarding the collection, dissemination and use of personal information in connection with their respective businesses are and have been in accordance in all material respects with the privacy policies published by the Company and its Subsidiaries or otherwise communicated by the Company and its Subsidiaries to their respective customers and the privacy restrictions imposed on the Company or its Subsidiaries pursuant to contracts with customers, vendors and other third parties.

(viii) For purposes of this Agreement, *Intellectual Property* means any and all intellectual property rights and other similar proprietary rights in any jurisdiction, whether registered or unregistered, including all rights and interests pertaining to or deriving from: (A) trademarks, service marks, brand names, certification marks, collective marks, d/b/a s, Internet domain names, logos, symbols, trade dress, trade names and other indicia of origin and all goodwill associated therewith and symbolized thereby; (B) inventions, improvements and discoveries, and all patents and patent applications, reexaminations, extensions and counterparts claiming priority therefrom; (C) confidential information, trade secrets and know-how; (D) published and unpublished works of authorship, and copyrights therein and thereto; (E) computer software and firmware, including data files, source code, application programming interfaces, object code and software-related specifications and documentation; (F) databases and data compilations and all documentation relating to the foregoing, including manuals, memoranda and records; and (G) all other intellectual property or proprietary rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any governmental authority in any jurisdiction.

(o) *Insurance*. The Company and each of its Subsidiaries is covered by valid and currently effective insurance policies issued in favor of the Company or one or more of its Subsidiaries that are customary and adequate for companies of similar size in the industry and locales in which the Company and its Subsidiaries operate. All material fire and casualty, general liability, director and officer liability, business interruption, product liability and

sprinkler and water damage insurance policies maintained by the Company or any of its Subsidiaries (Insurance Policies) are in full force and effect and all premiums due with respect to all Insurance Policies have been paid, with such exceptions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(p) Material Contracts.

(i) Section 5.1(p) of the Company Disclosure Letter lists, and the Company has made available to Parent, true, correct and complete copies of, all Contracts to which the Company or any of its Subsidiaries is a party or by which the Company, any of its Subsidiaries or any of their respective properties or assets is bound which:

(A) contains covenants that limit the ability of the Company or any of its Subsidiaries (or which, following the consummation of the Merger, could restrict the ability of the Surviving Corporation) (x) to compete in any business or with any Person or in any geographic area or to sell, supply or distribute any service or product or (y) to purchase or acquire an interest in any other entity, and in each case is material to the businesses of the Company and its Subsidiaries, taken as a whole, except, in each case, for any such Contract that may be canceled by the Company or such Subsidiary without any penalty or other liability to the Company or any of its Subsidiaries upon notice of 90 days or less;

(B) with respect to a joint venture, partnership or other similar agreement or arrangement relating to the formation, creation, operation, management or control of any partnership or joint venture, is material to the businesses of the Company and its Subsidiaries, taken as a whole;

(C) involve any exchange-traded or over-the-counter swap, forward, future, option, cap, floor or collar financial Contract, or any other interest-rate or foreign currency protection Contract, and in each case the amount such Contract relates to is in excess of \$1 million;

(D) other than solely among wholly-owned Subsidiaries of the Company, relates to (x) indebtedness for borrowed money and having an outstanding principal amount in excess of \$1 million or (y) conditional sale arrangements, the sale, securitization or servicing of loans or loan portfolios, and in each case in connection with which the aggregate actual or contingent obligations of the Company and its Subsidiaries under such Contract are greater than \$1 million;

(E) was entered into after June 30, 2006 or has not yet been consummated, and involves the acquisition or disposition, directly or indirectly (by merger or otherwise), of material assets or any capital stock or other equity interests of another Person;

(F) by its terms calls for aggregate payments by the Company and its Subsidiaries under such Contract of more than \$10 million per year;

(G) with respect to any acquisition, pursuant to which the Company or any of its Subsidiaries has (x) any continuing indemnification obligations that could result in payments in excess of \$1 million, or (y) any earn-out or other contingent payment obligations that could result in payments in excess of \$1 million; and

(H) involves any directors or executive officers of the Company (or to the Knowledge of the Company, any of the Company's controlled affiliates) that cannot be cancelled by the Company (or the applicable Subsidiary of the Company) within 30 days' notice without liability, penalty or premium.

Each Contract of the type described in clauses (A) through (G) is referred to herein as a Material Contract .

(ii) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, each Material Contract is valid and binding on the Company and any Subsidiary of the Company which is a party thereto and, to the Knowledge of the Company, each other party thereto and is in full force and effect, and the Company and its Subsidiaries have performed and complied with all material obligations required to be performed or complied with by them under each Material Contract. There is no default under any Material Contract by the Company or any of its Subsidiaries or, to the Knowledge of the Company, by any other party, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company or any of its Subsidiaries, or to the Knowledge of

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the Company, by any other party, except which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(q) Proxy Statement; Other Filings. The letter to stockholders, notice of meeting, proxy statement and form of proxy that will be provided to stockholders of the Company in connection with the Merger (including any amendments or supplements) and any schedules required to be filed with the SEC in connection therewith (collectively, the Proxy Statement), at the time the Proxy Statement is first mailed and at the time of the Stockholders Meeting, and any other document to be filed with the SEC in connection with the Merger (the Other Filings), at the time of its filing with the SEC, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation or warranty is made by the Company with respect to information supplied in writing by Parent, Merger Sub or any affiliate of Parent or Merger Sub expressly for inclusion therein. The Proxy Statement and the Other Filings will comply as to form in all material respects with the provisions of the Exchange Act and the rules and regulations of the SEC promulgated thereunder.

(r) Real Property. Neither the Company nor its Subsidiaries owns any real property. Section 5.1(r) of the Company Disclosure Letter identifies all material leases, subleases and other agreements under which the Company or its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future any real property (the Leased Properties). The Leased Properties are leased to the Company or its Subsidiaries pursuant to written leases, true, correct and complete copies, including all amendments thereto, of which have been made available to Parent. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or its Subsidiaries has a good and valid leasehold interest in each of the Leased Properties free and clear of all Liens, except to the extent that any such matters do not materially interfere with the present use of any of the Leased Properties subject thereto or affected thereby. Except for matters that, individually or in the aggregate, are not reasonably expected to have a Company Material Adverse Effect, the Leased Properties and the business conducted thereon comply in all material respects with the terms of the applicable leases. The leases in respect of the Leased Properties are in full force and effect and neither the Company nor any of its Subsidiaries is in default thereunder and, to the Company's Knowledge, there is no default by any of the landlords thereunder, except, in each case, for those the outcome of which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(s) Brokers and Finders. No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action, agreement or commitment of the Company or any of its affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement, except that the Company has employed Jefferies Broadview as its financial advisor and the special committee of the board of directors of the Company has employed FTN Midwest Securities as its financial advisor, and true and correct copies of the engagement letters with these financial advisors in connection with the transactions contemplated by this Agreement have been provided to Parent.

(t) Affiliate Transactions. No executive officer or director of the Company or any of its Subsidiaries or any person beneficially owning 5% or more of the Shares is a party to any Material Contract with or binding upon the Company or any of its Subsidiaries or any of their respective properties or assets or has any material interest in any material property owned by the Company or any of its Subsidiaries or has engaged in any material transaction with any of the foregoing within the last twelve months.

5.2. Representations and Warranties of Parent and Merger Sub. Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to the Company by Parent prior to entering into this Agreement (the Parent Disclosure Letter) (it being agreed that disclosure of any item in any section or subsection of the Parent Disclosure Letter shall be deemed disclosure with respect to any other section or subsection of this Section 5.2 to

which the relevance of such item is reasonably apparent on its face), Parent and Merger Sub each hereby represents and warrants to the Company that

(a) Organization, Good Standing and Qualification. Each of Parent and Merger Sub is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation

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or similar entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in such good standing, or to have such power or authority, would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement. Parent has made available to the Company a complete and correct copy of the certificate of incorporation and by-laws or comparable governing documents of Parent and Merger Sub, each as in effect on the date of this Agreement.

(b) Corporate Authority. No vote of holders of capital stock of Parent is necessary to approve or adopt this Agreement, the Merger or the other transactions contemplated hereby. Each of Parent and Merger Sub has all requisite corporate power and authority and has taken all corporate action necessary in order to execute and deliver this Agreement and, subject only to the adoption of this Agreement by Parent as the sole stockholder of Merger Sub (the Parent Requisite Vote), which adoption by Parent will occur promptly following execution of this Agreement, to perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and is a valid and binding agreement of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) Governmental Filings; No Violations; Etc.

(i) Other than the filings and/or notices pursuant to Section 1.3 and under the HSR Act, the Exchange Act and the Canadian Approvals (collectively, the Parent Approvals), no notices, applications, reports or other filings are required to be made by Parent or Merger Sub with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Parent or Merger Sub from, any Governmental Entity in connection with the execution, delivery and performance of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent or Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement.

(ii) The execution, delivery and performance of this Agreement by Parent and Merger Sub do not, and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby will not, constitute or result in (A) a breach or violation of, or a default under, the certificate of incorporation or by-laws or comparable governing documents of Parent or Merger Sub or the comparable governing instruments of any of Parent's Subsidiaries, (B) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) or a default under, the creation or acceleration of any obligations or the creation of a Lien on any of the assets of Parent or any of its Subsidiaries pursuant to, any Contracts binding upon Parent or any of its Subsidiaries or any Laws or governmental or non-governmental permit or license to which Parent or any of its Subsidiaries is subject, or (C) any change in the rights or obligations of any party under any of such Contracts, except, in the case of clause (B) or (C) above, for any such breach, violation, termination, default, creation, acceleration or change that, individually or in the aggregate, would not reasonably be expected to prevent, materially delay or materially impair the ability of Parent or Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement.

(d) Litigation. As of the date of this Agreement, there are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending or, to the actual knowledge of the officers of Parent, threatened against Parent or Merger Sub that seek to enjoin or would reasonably be expected to have the effect of preventing, making illegal or otherwise interfering with any of the transactions contemplated by this Agreement, except as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially

impair the ability of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement.

(e) *Financing*. Parent has delivered to the Company (i) a true and complete copy of the commitment letter, dated as of the date hereof, between Parent and each of Lehman Brothers Inc., Lehman Brothers Commercial Bank, Lehman Commercial Paper Inc., J.P. Morgan Chase Bank, N.A. and J.P. Morgan Securities Inc. (collectively, the *Debt Financing Commitment*), pursuant to which lenders party thereto have agreed, subject to the terms and

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conditions set forth therein, to cause to be provided the amounts set forth therein for the purposes of financing the transactions contemplated by this Agreement and related fees and expenses (the Debt Financing) and (ii) true and complete copies of the equity commitment letters, dated as of the date hereof, between Parent and each of One Equity Partners II, L.P. Oak Investment Partners XII, L.P., Rho Ventures V, L.P. and Rho Ventures V, Affiliates, L.C.C. (collectively, the Equity Financing Commitments and together with the Debt Financing Commitment, the Financing Commitments), pursuant to which the investor parties thereto have committed, subject to the terms and conditions set forth therein, to invest the amount set forth therein (the Equity Financing and together with the Debt Financing, the Financing). As of the date hereof, none of the Financing Commitments has been amended or modified, no such amendment or modification is contemplated, and the respective commitments contained in the Financing Commitments have not been withdrawn or rescinded in any respect. Parent has fully paid any and all commitment fees or other fees in connection with the Financing Commitments that are payable on or prior to the date hereof, and as of the date hereof the Financing Commitments are in full force and effect and are the valid, binding and enforceable obligations of the parties thereto. There are no conditions precedent or other contingencies related to the funding of the full amount of the Financing, other than as set forth in or contemplated by the Financing Commitments. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would constitute a default on the part of Parent or Merger Sub under any of the Financing Commitments, and Parent has no reason to believe that any of the conditions to the Financing contemplated by the Financing Commitments will not be satisfied or that the Financing will not be made available to Parent on the Closing Date. Subject to the terms and conditions of the Financing Commitments, and subject to the terms and conditions of this Agreement, the aggregate proceeds contemplated by the Financing Commitments will be sufficient to pay the aggregate Per Share Merger Consideration (and any repayment or refinancing of debt contemplated by this Agreement or the Financing Commitments) and any other amounts required to be paid in connection with the consummation of the transactions contemplated hereby, and to pay all related fees and expenses.

(f) Capitalization and the Bylaws of Merger Sub. All of the issued and outstanding capital stock of Merger Sub is, and at the Effective Time will be, owned by Parent or a direct or indirect wholly owned Subsidiary of Parent. Merger Sub has not conducted any business prior to the date hereof and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement. Parent has provided to the Company prior to the Effective Time true and complete copy of the certificate of incorporation and the bylaws of Merger Sub.

(g) Brokers. No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action, agreement or commitment of Parent or Merger Sub, to any broker s, finder s, financial advisor s or other similar fee or commission in connection with any of the transactions contemplated by this Agreement for which the Company could have any liability.

(h) No Competing Businesses. As of the date hereof, Parent has no affiliates engaged in, or controls any business in, the Internet marketing services businesses except as set forth in Schedule 5.2(h) of the Parent Disclosure Letter.

(i) Guarantee. Concurrently with the execution of this Agreement, each Guarantor has delivered to the Company its duly executed Guarantee. Each Guarantee is in full force and effect and is the valid, binding and enforceable obligation of such Guarantor, and no event has occurred, which, with or without notice, lapse of time or both, would constitute a default on the part of a Guarantor under its Guarantee.

(j) Proxy Statement; Other Filings. None of the information supplied or provided or to be supplied or provided by Parent, Merger Sub or any of their respective affiliates for inclusion or incorporation by reference in the Proxy Statement or Other Filings will, at the time the Proxy Statement is first mailed and at the time of the Stockholders Meeting, and at the time of the filing of Other Filings with the SEC, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the

circumstances under which they are made, not misleading, except that no representation or warranty is made by Parent or Merger Sub with respect to information supplied in writing by the Company or any affiliate of the Company expressly for inclusion therein.

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(k) Section 203 of the DGCL. Neither Parent nor Merger Sub is, and at no time during the last three years has been, an interested stockholder of the Company as defined in Section 203 of the DGCL, and neither Parent nor Merger Sub owns (in the aggregate) 5% or more of any shares of the capital stock of the Company for purposes of Section 203 of the DGCL.

ARTICLE VI

Covenants

6.1. Interim Operations. (a) The Company covenants and agrees as to itself and its Subsidiaries that, from the date of this Agreement until the Effective Time (unless Parent shall otherwise approve in writing and except as otherwise expressly contemplated by this Agreement and except as required by applicable Laws), the business of it and its Subsidiaries shall be conducted in the ordinary and usual course consistent with past practice and, to the extent consistent therewith, it and its Subsidiaries shall use their respective reasonable best efforts to preserve their business organizations intact and maintain existing relations and goodwill with Governmental Entities, customers, suppliers, employees and business associates. Without limiting the generality of the foregoing and in furtherance thereof, from the date of this Agreement until the Effective Time, except (A) as otherwise contemplated or required by this Agreement, (B) as Parent may approve in writing, (C) as required by applicable Laws or any Governmental Entity or (D) as set forth in Section 6.1(a) of the Company Disclosure Letter, the Company will not, and will not permit its Subsidiaries, to:

(i) adopt or propose any change in its certificate of incorporation or By-laws or other applicable governing instruments;

(ii) merge or consolidate the Company or any of its Subsidiaries with any other Person, except for any such transactions among wholly owned Subsidiaries of the Company, or restructure, reorganize or completely or partially liquidate the Company or any of its Subsidiaries;

(iii) acquire assets outside of the ordinary course of business from any other Person with a value or purchase price in the aggregate in excess of \$1 million in any transaction or series of related transactions, other than acquisitions pursuant to Contracts in effect as of the date of this Agreement and set forth in Section 6.1(a)(iii) of the Company Disclosure Letter;

(iv) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer or encumbrance of, any shares of capital stock of the Company or any its Subsidiaries (other than (A) the issuance of Shares upon the exercise of Company Options, the settlement of Restricted Share and conversion of the Convertible Notes (and dividend equivalents thereon, if applicable) in each case which Company Options, Restricted Share or Convertible Notes were outstanding as of the date hereof or (B) the issuance of shares of capital stock by a wholly owned Subsidiary of the Company to the Company or another wholly owned Subsidiary of the Company), or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible, exchangeable or exercisable securities;

(v) make any loans, advances or capital contributions to or investments in any Person (other than the Company or any direct or indirect wholly owned Subsidiary of the Company) in excess of \$1 million in the aggregate;

(vi) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (except for dividends paid by any direct or indirect wholly owned Subsidiary of

the Company to the Company or to any other direct or indirect wholly owned Subsidiary of the Company) or enter into any agreement with respect to the voting of its capital stock;

(vii) reclassify, split, combine, subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock or securities convertible or exchangeable into or exercisable for any shares of its capital stock (other than the acquisition of any Shares tendered by current or former employees or directors in order to pay Taxes in connection with the exercise of Company Options or the settlement of Restricted Share in accordance with the terms of the applicable plan);

(viii) incur any indebtedness for borrowed money or guarantee such indebtedness of another Person (other than a wholly owned Subsidiary of the Company), or issue or sell any debt securities or warrants or other rights to acquire any debt security of the Company or any of its Subsidiaries, except for indebtedness for borrowed money incurred in the ordinary course of business;

(ix) except as set forth in the capital budgets set forth in Section 6.1(a)(ix) of the Company Disclosure Letter, make or authorize any capital expenditure in excess of \$1 million in the aggregate;

(x) make any material changes with respect to accounting policies or procedures, except as required by changes in GAAP or applicable Law;

(xi) compromise, settle or agree to settle any suit, action, claim, proceeding or investigation (including any suit, action, claim, proceeding or investigation relating to this Agreement or the transactions contemplated hereby) or pay, discharge or satisfy or agree to pay, discharge or satisfy any claim, liability or obligation (absolute or accrued, asserted or unasserted, contingent or otherwise) other than the compromise, settlement, payment, discharge or satisfaction of claims, liabilities or obligations in the ordinary course of business consistent with past practice which in any event does not exceed in any individual case \$500,000 or an aggregate of more than \$2 million;

(xii) other than in the ordinary course of business and consistent with past practice, make or change any material Tax election or settle or compromise any material Tax liability and except as are not, individually or in the aggregate, material to the business or the Company and its Subsidiaries, taken as a whole, except as required by Law, change any of its material methods of reporting income or deductions for federal income tax purposes from those employed in the preparation of its federal income tax returns for the taxable year ended June 30, 2005;

(xiii) transfer, sell, lease, license, mortgage, pledge, surrender, encumber, divest, cancel, abandon or allow to lapse or expire or otherwise dispose of any assets, product lines or businesses of the Company or its Subsidiaries, including capital stock of any of its Subsidiaries, in each case which are material to the Company and its Subsidiaries taken as a whole, other than inventory, supplies and other assets in the ordinary course of business and other than pursuant to Contracts in effect prior to the date of this Agreement and set forth in Section 6.1(a)(xiii) of the Company Disclosure Letter;

(xiv) except as required pursuant to Contracts in effect prior to the date of this Agreement, or as otherwise required by applicable Laws, (A) grant or provide any severance or termination payments or benefits to or increase the compensation or make any new equity awards to any director, officer or other employee of the Company or any of its Subsidiaries, except for increases of non-equity compensation to non-director and non-officer employees in the ordinary course of business consistent with past practice, or (B) establish, adopt, terminate or materially amend any Benefit Plan (other than routine changes to welfare plans for 2007);

(xv) change in any material respect its debt collection practices; or

(xvi) agree, authorize or commit to do any of the foregoing.

(b) Parent shall not knowingly take or permit any of its Subsidiaries to take any action that is reasonably likely to prevent or, solely in connection with the acquisition of an interest in an Internet marketing services business, delay in a material respect the consummation of the Merger.

6.2. Acquisition Proposals. (a) During the period beginning on the date of this Agreement and continuing until 12:01 a.m. (EDT) on April 16, 2007 (the No-Shop Period Start Date), the Company and its Subsidiaries and their

respective directors, officers, employees, investment bankers, attorneys, accountants and other advisors and representatives (such directors, officers, employees, investment bankers, attorneys, accountants and other advisors and representatives, collectively, the Representatives) shall have the right to directly or indirectly: (i) initiate, solicit and encourage any inquiries or the making of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal from (and only from), in each case, strategic (as opposed to financial) potential buyers (the Strategic Buyers ; provided, however, that no strategic buyer shall be deemed to be a financial buyer solely because it is owned or controlled by any financial buyer, any private equity firm, any hedge fund or any other investment company or fund so long as such buyer is a bona fide strategic

buyer) (including by way of providing access to non-public information pursuant to one or more confidentiality agreements on customary terms (provided that the Company at least concurrently provides to Parent any non-public information provided to such Strategic Buyer which was not previously provided to Parent)); it being understood that such confidentiality agreement need not prohibit the making, or amendment, of an Acquisition Proposal), (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Strategic Buyer or group of strategic buyers regarding any proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal from a Strategic Buyer and (iii) otherwise cooperate with or assist in, or facilitate, any effort or attempt by a Strategic Buyer to make any proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal from a Strategic Buyer.

(b) Subject to Sections 6.2(a), 6.2(c), 6.2(d), 6.2(e) and 6.2(f), from the date hereof until the time the Company Requisite Vote is obtained or, if earlier, the termination of this Agreement in accordance with Article VIII, the Company shall not, and shall not direct, authorize or permit any of its Subsidiaries or any of their Representatives to, directly or indirectly, (i) initiate, solicit or knowingly encourage any inquiries or the making of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal (including by way of providing access to non-public information), (ii) engage in or otherwise participate in any discussions or negotiations regarding any proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal or (iii) otherwise knowingly facilitate any effort or attempt to make any proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal; provided, however, that in each case of b(i), b(ii) and b(iii) except for any Acquisition Proposal submitted by an Excluded Party; provided, further, that to take any of the actions described in Section 6.2(d)(i) or (ii) with respect to an Excluded Party, the Company shall comply with the terms of Section 6.2(d).

(c) Subject to Sections 6.2(a), 6.2(d) and 6.2(f), on the date hereof, the Company shall, and shall cause its Subsidiaries and its and their respective Representatives to, immediately cease and cause to be terminated any existing solicitation, initiation, encouragement, discussion or negotiation with any Persons, other than Parent and its affiliates, conducted prior to the date hereof by the Company, its Subsidiaries or any of their Representatives with respect to any Acquisition Proposal. Subject to Sections 6.2(d) and 6.2(f), on the No-Shop Period Start Date, the Company shall, and shall cause its Subsidiaries and its and their respective Representatives to, immediately cease and cause to be terminated any existing solicitation, initiation, encouragement, discussion or negotiation with any Persons, other than Parent and its affiliates, conducted prior to the No-Shop Period Start Date by the Company, its Subsidiaries or any of their Representatives with respect to any Acquisition Proposal, except with respect to any written Acquisition Proposal from a Strategic Buyer (i) received prior to the No-Shop Period Start Date and (ii) with respect to which the board of directors of the Company has determined in good faith based on the information then available and after consultation with its financial advisor that such Acquisition Proposal either constitutes a Superior Proposal or would reasonably be expected to result in a Superior Proposal (any such Person submitting such an Acquisition Proposal, an Excluded Party), provided that such determination of the board of directors of the Company shall be made no later than the later of (A) the No-Shop Period Start Date and (B) the business day following the date on which the Company received such Excluded Party's written Acquisition Proposal (it being understood that following the No-Shop Period Start Date until such time as the board of directors of the Company determines that a Person is an Excluded Party, the Company shall not be permitted to take any action with respect to such Person that it would be prohibited from taking with respect to a non-Excluded Party pursuant to Section 6.2(d)). The Company shall promptly inform its Subsidiaries and its and their Representatives of the obligations under this Section 6.2(c).

(d) Notwithstanding anything to the contrary contained in this Agreement but subject to Section 6.2(a), prior to the time the Company Requisite Vote is obtained, the Company may (i) provide information in response to a request therefor by a Person (including any Excluded Party) who has after the date hereof made a bona fide written Acquisition Proposal if (x) the Company receives from the Person so requesting such information an executed confidentiality agreement on customary terms at least as restrictive as the Confidentiality Agreement (it being

understood that such confidentiality agreement need not prohibit the making, or amendment, of an Acquisition Proposal) and (y) the Company at least concurrently provides to Parent any non-public information provided to such Person which was not previously provided to Parent or (ii) engage or participate in any discussions or negotiations with any Person (including any Excluded Party) who has made such an unsolicited bona fide written Acquisition

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Proposal, if and only to the extent that, in each case (A) the Company has not breached this Section 6.2, (B) prior to taking any action described in clause (d)(i) or (d)(ii) above, the board of directors of the Company determines in good faith after consultation with outside legal counsel that failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, (C) in each such case referred to in clause (d)(i) or (d)(ii) above, the board of directors of the Company has determined in good faith based on the information then available and after consultation with its financial advisor that such Acquisition Proposal either constitutes a Superior Proposal or would reasonably be expected to result in a Superior Proposal and (D) the Company has provided Parent with written notice of its intention to take any such action prior to or concurrently with taking such action.

(e) Subject to Section 6.2(f), the board of directors of the Company shall not:

(i) withhold, withdraw, qualify or modify (or publicly propose or resolve to withhold, withdraw, qualify or modify), in a manner adverse to Parent, the Company Recommendation with respect to the Merger (a Change of Recommendation) unless failure to do so (prior to obtaining the Requisite Stockholder Vote) would be inconsistent with the fiduciary duties of the board of directors of the Company under applicable Law, provided that in the event of a Change of Recommendation (A) the Company shall have provided prior written notice to Parent at least five calendar days (or in the case of a Superior Proposal three calendar days in the event of each subsequent material revision to such Superior Proposal) in advance (the Change of Recommendation Notice Period), of its intention to effect such Change of Recommendation, which notice shall specify the material reasons for such Change of Recommendation, and, in the case of a Change of Recommendation in connection with a Superior Proposal, which notice shall specify the material terms and conditions of any such Superior Proposal including the identity of the party making such proposal and shall have contemporaneously provided a copy of the proposed definitive transaction agreement with the party making such Superior Proposal and other material related documents (the Alternative Acquisition Agreement) (if applicable) and (B) prior to effecting such Change of Recommendation, the Company shall, and shall cause its financial and legal advisors to, during the Change of Recommendation Notice Period, negotiate with Parent in good faith (to the extent Parent desires to negotiate) to attempt to make such adjustments in the terms and conditions of this Agreement so that failure to effect such Change of Recommendation would not be inconsistent with the fiduciary duty of the board of directors of the Company; or

(ii) approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal or cause or permit the Company to enter into any acquisition agreement, merger agreement, letter of intent or other similar agreement relating to an Acquisition Proposal or enter into any agreement requiring the Company to abandon, terminate or fail to consummate the transactions contemplated hereby or resolve, propose or agree to do any of the foregoing.

(f) Notwithstanding anything to the contrary set forth in Section 6.2(e), prior to the time the Company Requisite Vote is obtained, if the Company receives a bona fide Acquisition Proposal which the board of directors of the Company concludes in good faith after consultation with outside legal counsel and its financial advisors constitutes a Superior Proposal after giving effect to all of the adjustments to the terms of this Agreement which may be offered by Parent including pursuant to this Section 6.2(f), the board of directors of the Company may (prior to obtaining the Requisite Stockholder Vote) terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal, provided that the Company shall not terminate this Agreement pursuant to the foregoing clause, and any purported termination pursuant to the foregoing clause shall be void and of no force or effect, unless in advance of or concurrently with such termination the Company pays the Termination Fee, as required by Section 8.5(b); and provided, further, that the board of directors of the Company shall not terminate this Agreement pursuant to the foregoing clause unless (A) the Company shall not have materially breached this Section 6.2 and (B) the Company shall have provided prior written notice to Parent, at least five calendar days (or three calendar days in the event of each subsequent material revision to such Superior Proposal) in advance (the Termination Notice Period), of its intention to take such action with respect to such Superior Proposal, which notice shall specify the material terms and conditions of any such Superior Proposal (including the identity of the party making such Superior Proposal) and shall

have contemporaneously provided a copy of the Alternative Acquisition Agreement; and (C) prior to terminating this Agreement to enter into a definitive agreement with respect to such Superior Proposal, the Company shall, and shall cause its financial and legal advisors to, during the Termination Notice Period, negotiate with Parent in good faith (to the extent Parent desires to negotiate) to attempt

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to make such adjustments in the terms and conditions of this Agreement so that such Acquisition Proposal ceases to constitute a Superior Proposal.

(g) The Company agrees that it will, from and after the No-Shop Period Start Date, promptly (and, in any event, within 48 hours) notify Parent orally and in writing if any proposals or offers with respect to an Acquisition Proposal are received on or after the date hereof by, any non-public information is requested from, or any discussions or negotiations are sought to be initiated or continued with, it or any of its Subsidiaries or its or their Representatives indicating, in such notice, the identity of such person making such request and the material terms and conditions of any proposals or offers (including copies of any written communication received with respect thereto) and thereafter shall keep Parent reasonably informed, on a prompt basis, of the status and terms of any such proposals or offers (including any amendments thereto) and the status of any such discussions or negotiations, including any change in the Company's intentions as previously notified.

(h) For purposes of this Agreement, Acquisition Proposal means (i) any proposal or offer with respect to a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, share exchange, business combination or similar transaction or (ii) any other direct or indirect acquisition, in the case of clause (i) or (ii), involving 15% or more of the total voting power or of any class of equity securities of the Company, or 15% or more of the consolidated total assets (including equity securities of its Subsidiaries) of the Company, in each case other than the transactions contemplated by this Agreement.

(i) For purposes of this Agreement, Superior Proposal means a bona fide Acquisition Proposal made in writing involving more than 50% of the assets (on a consolidated basis) or the total voting power of the equity securities of the Company that the board of directors of the Company has determined in its good faith judgment (after consultation with its financial advisor and outside legal counsel) is reasonably likely to be consummated in accordance with its terms and, if consummated, would result in a transaction more favorable to the Company's stockholders from a financial point of view than the transaction contemplated by this Agreement, in each determination, taking into account all legal, financial and regulatory aspects of the proposal and the Person making the proposal.

(j) Nothing contained in this Section 6.2 shall be deemed to prohibit the Company or the board of directors of the Company from (i) complying with its disclosure obligations under U.S. federal or state Law with regard to an Acquisition Proposal, including taking and disclosing to its stockholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act (or any similar communication to the stockholders of the Company), or (ii) making any stop-look-and-listen communication to the stockholders of the Company pursuant to Rule 14d-9(f) promulgated under the Exchange Act (or any similar communications to the stockholders of the Company), provided that any such disclosure that has the effect of withdrawing, qualifying or modifying in a manner adverse to Parent the Company Recommendation with respect to the Merger shall be deemed to be a Change of Recommendation .

6.3. Proxy Statement. The Company shall prepare and file with the SEC, as promptly as practicable after the date of this Agreement, the Proxy Statement in preliminary form relating to the Stockholders Meeting. The Company will provide to Parent a reasonable opportunity to review and comment upon the Proxy Statement, or any amendments or supplements thereto, prior to filing the same with the SEC. The Company agrees, as to itself and its Subsidiaries, that at the date of mailing to stockholders of the Company and at the time of the Stockholders Meeting, (i) the Proxy Statement will comply in all material respects with the applicable provisions of the Exchange Act and the rules and regulations thereunder and (ii) none of the information supplied by it or any of its Subsidiaries for inclusion or incorporation by reference in the Proxy Statement will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

6.4. Stockholders Meeting. The Company will take, in accordance with applicable Laws and its certificate of incorporation and by-laws, all reasonable action necessary to convene a meeting of the holders of Shares (the Stockholders Meeting) as promptly as practicable after the execution of this Agreement to consider and vote upon the adoption of this Agreement. Subject to Section 6.2 hereof, the board of directors of the Company shall recommend such adoption and shall take all reasonable lawful action to solicit such adoption of this Agreement, provided that if any of the foregoing actions would be inconsistent with the fiduciary duties of the board of directors

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of the Company under applicable Laws, the board of directors of the Company may, subject to compliance with Section 6.2(e)(i), effect a Change of Recommendation. Unless this Agreement shall have been terminated in accordance with Section 8.1, 8.2, 8.3 or 8.4, the Company shall submit this Agreement to its stockholders at the Stockholders Meeting even if its board of directors shall have effected a Change of Recommendation.

6.5. Filings: Other Actions: Notification.

(a) Proxy Statement. The Company shall as soon as reasonably practicable notify Parent of the receipt of all comments of the SEC with respect to the Proxy Statement and of any request by the SEC for any amendment or supplement thereto or for additional information and shall as soon as reasonably practicable provide to Parent copies of all correspondence between the Company and/or any of its Representatives and the SEC with respect to the Proxy Statement. The Company and Parent shall each use its reasonable best efforts to promptly provide responses to the SEC with respect to all comments received on the Proxy Statement from the SEC, and the Company shall cause the definitive Proxy Statement to be mailed promptly after the date the SEC staff advises that it has no further comments thereon or that the Company may commence mailing the Proxy Statement.

(b) Cooperation. Subject to the terms and conditions set forth in this Agreement, the Company and Parent shall cooperate with each other and use (and shall cause their respective Subsidiaries to use) their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things reasonably necessary, proper or advisable on its part under this Agreement and applicable Laws to consummate and make effective the Merger and the other transactions contemplated by this Agreement as soon as practicable, including preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Merger or any of the other transactions contemplated by this Agreement. The Company and Parent will each request early termination of the waiting period with respect to the Merger under the HSR Act. Subject to applicable Laws relating to the exchange of information, Parent and the Company shall have the right to review in advance, and to the extent practicable each will consult with the other on and consider in good faith the views of the other in connection with, all of the information relating to Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement (including the Proxy Statement). In exercising the foregoing rights, each of the Company and Parent shall act reasonably and as promptly as practicable.

(c) Information. Subject to applicable Laws, the Company and Parent each shall, upon request by the other, furnish the other with all information concerning itself, its Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement or any other statement, filing, notice or application made by or on behalf of Parent, the Company or any of their respective Subsidiaries to any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement.

(d) Status. Subject to applicable Laws and the instructions of any Governmental Entity, the Company and Parent each shall keep the other apprised of the status of matters relating to consummation of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Parent or the Company, as the case may be, or any of their respective Subsidiaries, from any third party and/or any Governmental Entity with respect to the Merger and the other transactions contemplated by this Agreement. Neither the Company nor Parent shall permit any of its officers or any other Representatives to participate in any meeting with any Governmental Entity in respect of any filings, investigation or other inquiry relating to the Merger or the transactions contemplated hereby unless it consults with the other party in advance and, to the extent permitted by such Governmental Entity, gives the other party the opportunity to attend and participate thereat.

(e) *Antitrust Matters.* Subject to the terms and conditions set forth in this Agreement, without limiting the generality of the undertakings pursuant to this Section 6.5, each of the Company (in the case of clauses (i) and (iii) of

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this Section 6.5(e) set forth below) and Parent (in all cases set forth below) agree to take or cause to be taken the following actions:

(i) the prompt provision to each and every federal, state, local or foreign court or Governmental Entity with jurisdiction over enforcement of any applicable antitrust or competition Laws (Government Antitrust Entity) of non-privileged information and documents requested by any Government Antitrust Entity or that are necessary, proper or advisable to permit consummation of the transactions contemplated by this Agreement;

(ii) the prompt use of its reasonable best efforts to avoid the entry of any permanent, preliminary or temporary injunction or other order, decree, decision, determination or judgment that would restrain, prevent, enjoin or otherwise prohibit or materially delay consummation of the transactions contemplated by this Agreement, including the proffer and agreement by Parent of its willingness to sell or otherwise dispose of, or hold separate pending such disposition, and promptly to effect the sale, disposal and holding separate of, such assets, categories of assets or businesses or other segments of the Company (after the Effective Time) or Parent or either s respective Subsidiaries (and the entry into agreements with, and submission to orders of, the relevant Government Antitrust Entity giving effect thereto) if such action should be reasonably necessary to avoid, prevent, eliminate or remove the actual, anticipated or threatened (x) commencement of any proceeding in any forum or (y) issuance of any order, decree, decision, determination or judgment that would restrain, prevent, enjoin or otherwise prohibit or materially delay consummation of the Merger by any Government Antitrust Entity; and

(iii) the prompt use of its reasonable best efforts to take, in the event that any permanent, preliminary or temporary injunction, decision, order, judgment, determination or decree is entered or issued, or becomes reasonably foreseeable to be entered or issued, in any proceeding, review or inquiry of any kind that would make consummation of the Merger in accordance with the terms of this Agreement unlawful or that would materially delay or restrain, prevent, enjoin or otherwise prohibit consummation of the Merger or the other transactions contemplated by this Agreement, any and all steps (including the appeal thereof, the posting of a bond or the taking of the steps contemplated by clause (ii) of this Section 6.5(e)) necessary to resist, vacate, modify, reverse, suspend, prevent, eliminate, avoid or remove such actual, anticipated or threatened injunction, decision, order, judgment, determination or decree so as to permit such consummation on a schedule as close as possible to that contemplated by this Agreement.

6.6. Access and Reports. Subject to applicable Laws, upon reasonable notice, the Company shall (and shall cause its Subsidiaries to) afford Parent s officers and other authorized Representatives reasonable access, during normal business hours throughout the period prior to the Effective Time, to its employees, properties, books, contracts and records including tax returns and the work papers of the Company s independent auditors and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to Parent all information concerning its business, properties and personnel as may reasonably be requested, provided that no investigation pursuant to this Section 6.6 shall affect or be deemed to modify any representation or warranty made by the Company herein; and provided, further, that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would result in the disclosure of any trade secrets of third parties or violate any of its obligations with respect to confidentiality if the Company shall have used reasonable best efforts to obtain the consent of such third party to such inspection or disclosure or (ii) to disclose any privileged information of the Company or any of its Subsidiaries. Notwithstanding the foregoing, for purposes of this Section 6.6, Parent s officers and other authorized Representatives shall direct all requests for information or access to the employees, properties, books, contracts and records including tax returns and work papers of the Company s independent auditors, inquiries and investigation pursuant to this Section 6.6 to the General Counsel of the Company or other Persons designated by the Company only who shall upon prior written notice schedule and coordinate such request, inquiries and investigation, and neither Parent s officers nor any of Parent s Representatives shall (A) knowingly have any discussions with any of the vendors, landlords/sublandlords, tenants/subtenants, licensees or customers of the Company or any of its Subsidiaries with respect to such parties relationship with the Company or any of its

Subsidiaries or the transactions contemplated hereby, unless in each case Parent obtains the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed or (B) perform any onsite investigation (including any onsite environmental investigation or study) without the Company's prior written consent, which shall not be unreasonably withheld, conditioned or

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delayed. The Company shall be entitled to have its Representatives present at all times during any such inspection. All such information shall be governed by the terms of the Confidentiality Agreement.

6.7. NASDAQ De-listing. Prior to the Closing Date, the Company shall cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of NASDAQ to enable the delisting by the Surviving Corporation of the Shares from NASDAQ and the deregistration of the Shares under the Exchange Act as promptly as practicable after the Effective Time.

6.8. Publicity. The initial press release regarding the Merger shall be a joint press release and thereafter the Company and Parent each shall consult with each other prior to issuing any press releases or otherwise making public announcements with respect to the Merger and the other transactions contemplated by this Agreement and prior to making any filings with any third party and/or any Governmental Entity (including any national securities exchange or interdealer quotation service) with respect thereto, except as may be required by applicable Laws or by obligations pursuant to any listing agreement with or rules of any national securities exchange or interdealer quotation service or by the request of any Government Entity.

6.9. Employee Benefits. (a) Parent agrees that, during the period commencing at the Effective Time and ending on the first anniversary of the Effective Time, the employees of the Company and its Subsidiaries will be provided with (i) base salary and bonus opportunities (including annual and long-term cash bonus opportunities) that are no less than the base salary and bonus opportunities (excluding equity-based incentives) provided by the Company and its Subsidiaries immediately prior to the Effective Time, (ii) pension (other than benefits under the Supplemental Executive Retirement Plan (the SERP)) and welfare benefits and perquisites that are no less favorable in the aggregate than those provided by the Company and its Subsidiaries immediately prior to the Effective Time and (iii) severance benefits that are no less favorable than those set forth in the Company Executive Termination Benefits Policy or similar severance benefits plans for the employees of the Company and its Subsidiaries who are eligible for such benefits under the terms of those severance benefits plans.

(b) Parent will cause any employee benefit plans which the employees of the Company and its Subsidiaries are entitled to participate in to take into account for purposes of eligibility and vesting and in the case of vacation or severance plans benefit accrual thereunder, service by employees of the Company and its Subsidiaries as if such service were with Parent, to the same extent such service was credited under a comparable plan of the Company (except to the extent it would result in a duplication of benefits).

(c) Parent shall, and shall cause the Surviving Corporation and any successor thereto to, honor, fulfill and discharge the Company's and its Subsidiaries' obligations under the agreements identified in Section 6.9(c) of the Company Disclosure Letter.

(d) Immediately prior to the Effective Time, the Company will pay each participant in the Company's Management Incentive Plan and Long-Term Incentive Plan (the Incentive Plans) who remains employed through the Effective Time for the year in which the Effective Time occurs an amount equal to the product of (x) the incentive awards earned by such participant for the year in which the Effective Time occurs under the Incentive Plans (assuming a full year of performance) as reasonably determined by the Company and (y) a fraction, the numerator of which is the number of days elapsed in the plan year from the commencement of the plan year until the date on which the Effective Time occurs and the denominator of which is 365. Following the payment of pro rata incentive awards as provided in the preceding sentence (the Pro Rata Awards), Parent will cause the Surviving Corporation to (A) maintain such Incentive Plans for the remainder of year in which the Effective Time occurs on the same terms and conditions and pursuant to the same targets and performance measures as were in effect for such year and (B) pay incentive awards within two (2) months following the end of such year in an amount equal to the excess, if any, of (i) the incentive

awards which would have been earned by the participants for the entire calendar year under the Incentive Plans described in clause (A) above over (ii) any Pro Rata Awards previously paid in respect of such year. The Company shall be permitted, prior to the Effective Time, (I) to pay incentive awards for fiscal year 2007 in an amount equal to the incentive awards earned by participants for fiscal year 2007 earned in accordance with the respective plans and (II) with the consent of Parent, which shall not be unreasonably withheld, delayed or conditioned, to establish, but not thereafter modify (without the consent of Parent, which shall not be unreasonably withheld, delayed or conditioned), performance targets, maximums and performance goals for fiscal

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year 2008 in the ordinary course of business consistent with past practice. Parent hereby acknowledges and agrees that until the second anniversary of the Effective Time those employees who, at the Effective Time are participants in the Executive Termination Benefits Policy (the ETBP) and the SERP, shall, in the event their employment is terminated during that period, be entitled to no less than the benefits they would have received had the employment been terminated at the Effective Time (calculated in the case of the SERP as if they were at least age 55 at the Effective Time), in accordance with the terms of the ETBP and the SERP, respectively.

(e) Parent hereby acknowledges that a change in control or change of control within the meaning of each Stock Plan and Benefit Plan will occur upon the Effective Time.

(f) The provisions of this Section 6.9 are for the benefit of the parties to this Agreement only and shall not be construed to grant any rights, as a third party beneficiary or otherwise, to any person who is not a party to this Agreement, nor shall any provision of this Agreement be deemed to be the adoption of, or an amendment to, any employee benefit plan, as that term is defined in Section 3(3) of ERISA, or otherwise to limit the right of Parent, the Company or any Subsidiary of the Company to amend, modify or terminate any such employee benefit plan, nor shall this Section 6.9 be construed to limit the right of Parent, the Company or any Subsidiary of the Company to terminate any employee's employment or, except as specifically provided herein, to modify the terms and conditions of any employee's employment.

6.10. Expenses. The Surviving Corporation shall pay all charges and expenses, including those of the Paying Agent in connection with the transactions contemplated in Article IV. Except as otherwise provided in Section 8.5 and Section 6.14(b), whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the Merger and the other transactions contemplated by this Agreement shall be paid by the party incurring such expense.

6.11. Indemnification; Directors and Officers Insurance. (a) From and after the Effective Time, each of Parent and the Surviving Corporation agrees that it will indemnify and hold harmless, to the fullest extent permitted under applicable Laws, each present and former director and officer of the Company and its Subsidiaries in their capacity as such and not as stockholders or option holders of the Company (collectively, the Indemnified Parties, and individually, an Indemnified Party) against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities (collectively, Costs) incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such Indemnified Parties' service as a director, officer, employee or agent of the Company or its Subsidiaries or services performed by such Indemnified Parties at the request of the Company or its Subsidiaries in each case at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, including the transactions contemplated by this Agreement. The Surviving Corporation shall also pay expenses (including attorneys' fees) incurred by an Indemnified Party in advance of the final disposition of any such claim, action, suit, proceeding or investigation to the fullest extent permitted under applicable Laws, provided that the Person to whom expenses are advanced provides, to the extent permitted by applicable Laws, an undertaking to repay such advances if it is ultimately determined that such Person is not entitled to indemnification.

(b) Prior to the Effective Time, the Company shall, and if the Company is unable to, Parent shall cause the Surviving Corporation as of the Effective Time to, obtain and fully pay the premium for the extension of (i) the Side A and Side B coverage parts (directors and officers liability) of the Company's existing directors and officers insurance policies and (ii) the Company's existing fiduciary liability insurance policies, in each case for a claims reporting or discovery period of at least six years from and after the Effective Time from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to directors and officers liability insurance and fiduciary liability insurance (collectively, D&O Insurance) with terms, conditions, retentions and limits of liability that are at least as favorable as the Company's existing policies with respect to any actual or alleged error, misstatement,

misleading statement, act, omission, neglect, breach of duty or any matter claimed against a director or officer of the Company or any of its Subsidiaries by reason of him or her serving in such capacity that existed or occurred at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby). If the Company and the Surviving Corporation for any reason fail to obtain such tail insurance policies as of the Effective Time, there shall be no breach of this provision so long as the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, continue to maintain in

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effect for a period of at least six years from and after the Effective Time the D&O Insurance in place as of the date hereof with terms, conditions, retentions and limits of liability that are at least as favorable as provided in the Company's existing policies as of the date hereof, or the Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, use reasonable best efforts to purchase comparable D&O Insurance for such six-year period with terms, conditions, retentions and limits of liability that are at least as favorable as provided in the Company's existing policies as of the date hereof; provided, however, that in no event shall Parent or the Surviving Corporation be required to expend for such policies an annual premium amount in excess of 300% of the annual premiums currently paid by the Company for such insurance; and provided, further, that if the annual premiums of such insurance coverage exceed such amount, the Surviving Corporation shall obtain a policy with the greatest coverage available for a cost not exceeding such amount.

(c) If Parent or the Surviving Corporation or any of their respective successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of Parent or the Surviving Corporation shall assume all of the obligations of Parent and the Surviving Corporation set forth in this Section 6.11.

(d) The provisions of this Section 6.11 are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties.

(e) The rights of the Indemnified Parties under this Section 6.11 shall be in addition to any rights such Indemnified Parties may have under the certificate of incorporation or by-laws of the Company or any of its Subsidiaries, or under any applicable Contracts (which are disclosed in Section 6.11(e) of the Company Disclosure Letter) or Laws. Parent, Merger Sub and the Surviving Corporation hereby agree that all provisions relating to exculpation, advancement of expenses and indemnification for acts or omissions occurring prior to the Effective Time now existing in favor of an Indemnified Part as provided in the certificate of incorporation or by-laws of the Company or of any of its Subsidiaries, in each case as of the date hereof, shall remain in full force and effect for a six-year period beginning at the Effective Time.

6.12. Takeover Statutes. If any Takeover Statute is or may become applicable to the Merger or the other transactions contemplated by this Agreement, the Company and its board of directors shall, to the fullest extent practicable, grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on such transactions.

6.13. Parent Vote. Promptly after execution of this Agreement by the parties hereto, Parent will cause a written consent to be executed by each of the record holders of the stock of Merger Sub to adopt and approve this Agreement in accordance with Section 228 and 251 of the DGCL.

6.14. Financing. (a) Parent shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange the Debt Financing on the terms and conditions described in the Debt Financing Commitment (provided that Parent and Merger Sub may replace or amend the Debt Financing Commitment to add lenders, lead arrangers, bookrunners, syndication agents or similar entities which had not executed the Debt Financing Commitment as of the date hereof, or otherwise so long as the terms would not adversely impact the ability of Parent or Merger Sub to timely consummate the transactions contemplated hereby or the likelihood of consummation of the transactions contemplated hereby), including using reasonable best efforts to (i) maintain in effect the Debt Financing Commitment, (ii) satisfy on a timely basis all conditions applicable to Parent and Merger Sub to obtaining the Debt Financing set forth in the Debt Financing Commitment (including by

consummating the financing pursuant to the terms of the Equity Financing Commitments), (iii) enter into definitive agreements with respect thereto on the terms and conditions contemplated by the Financing Commitments or on other terms acceptable to Parent that would not adversely impact the ability or likelihood of Parent or Merger Sub to consummate the transactions contemplated hereby and (iv) consummate the Financing at or prior to the Closing. If any portion of the Debt Financing becomes unavailable on the terms and conditions contemplated in the Debt Financing Commitment, Parent shall use its reasonable best efforts to arrange to obtain alternative financing from alternative sources on terms that are not materially less beneficial to Parent,

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Merger Sub and the Company than those in the Debt Financing Commitment in an amount sufficient to consummate the transactions contemplated by this Agreement as promptly as practicable following the occurrence of such event. Parent shall give the Company prompt notice of any material breach by any party to the Financing Commitments, of which Parent or Merger Sub becomes aware, or any termination of the Financing Commitments. Parent shall keep the Company informed on a reasonably current basis of the status of its efforts to arrange the Debt Financing and provide copies of all documents related to the Debt Financing (other than any ancillary documents subject to confidentiality agreements) to the Company.

(b) Prior to the Closing, the Company shall provide to Parent and Merger Sub, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause the respective officers, employees and advisors, including legal and accounting, of the Company and its Subsidiaries to, provide to Parent and Merger Sub all cooperation reasonably requested by Parent that is necessary, proper or advisable in connection with the Financing, including using reasonable best efforts to (i) participate in meetings, presentations, road shows, due diligence sessions and sessions with rating agencies, (ii) assist with the preparation of materials for rating agency presentations, offering documents, private placement memoranda, bank information memoranda, prospectuses and similar documents necessary, proper or advisable in connection with the Financing, including execution and delivery of customary representation letters in connection with bank information memoranda, (iii) executing and delivering, as of the Effective Time, any pledge and security documents, other definitive financing documents, or other certificates or documents (other than legal opinions) as may be reasonably requested by Parent and otherwise reasonably facilitating the pledging of collateral and (iv) furnish Parent and Merger Sub with financial and other pertinent information regarding the Company as may be reasonably requested by Parent; provided, however, that nothing herein shall require such cooperation to the extent it would unreasonably interfere with the business or operations of the Company or its Subsidiaries. Parent shall, promptly upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs incurred by the Company or its Subsidiaries in connection with such cooperation.

(c) Parent acknowledges and agrees (i) that the consummation of the transactions contemplated by this Agreement is not conditional upon the receipt by Parent of the proceeds of the Financing Commitments and (ii) that any failure by Parent to have available, on the second business day following the day on which the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, provided that the Company's officers certificates referenced in Sections 7.2(a) and 7.2(b) would otherwise be able to be delivered if the Closing were to occur on such second business date) shall be satisfied or waived in accordance with the Agreement, all funds necessary to consummate the Merger shall constitute a breach by Parent of this Agreement.

6.15. Treatment of Senior Notes. (a) The Company shall use its reasonable best efforts to commence, promptly after the receipt of a written request from Parent to do so and the receipt of the Offer Documents from Parent, an offer to purchase and related consent solicitation with respect to the outstanding aggregate principal amount of the Company's outstanding 91/4% Senior Subordinated Notes due 2014 (collectively, the Senior Notes) on the terms and conditions specified by Parent (collectively, the Debt Offer), and Parent shall assist the Company in connection therewith. Notwithstanding the foregoing, the closing of the Debt Offer shall be conditioned on the consummation of the Merger and otherwise in compliance with applicable Laws and SEC rules and regulations and the Company shall not be required to commence any Debt Offer until the No-Shop Period Start Date. The Company shall provide, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause their respective Representatives to, provide cooperation reasonably requested by Parent in connection with the Debt Offer. With respect to the Senior Notes, if requested by Parent in writing, in lieu of commencing a Debt Offer (or in addition thereto), the Company shall, to the extent permitted by the Senior Notes indenture, as amended or supplemented (the Senior Notes Indenture), take actions reasonably requested by Parent that are reasonably necessary for the satisfaction and/or discharge and/or defeasance of such Senior Notes pursuant to the applicable provisions of the Senior Notes Indenture, and shall repurchase or satisfy and/or discharge and/or defeasance, as applicable, such Senior Notes in accordance with the terms of the Senior Notes Indenture at the Effective Time, provided that to the extent that any

action described in the foregoing clause can be conditioned on the occurrence of the Effective Time, it will be so conditioned, and provided, further, that the Company shall not be required to take any of the actions described in the foregoing clause that cannot be conditioned on the occurrence of the Effective Time, unless prior to or concurrently with taking such action, Parent shall irrevocably deposit, or shall cause to be

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irrevocably deposited with the trustee under the Senior Notes Indenture sufficient funds to effect such repurchase or satisfaction or discharge. The Company shall, and shall cause its Subsidiaries to, waive any of the conditions to the Debt Offer (other than that the Merger shall have been consummated and that there shall be no Law prohibiting consummation of the Debt Offer) as may be reasonably requested by Parent and shall not, without the written consent of Parent, waive any condition to the Debt Offer or make any changes to the Debt Offer other than as agreed between Parent and the Company. Notwithstanding the immediately preceding sentence, neither the Company nor any of the Company's Subsidiaries need make any change to the terms and conditions of the Debt Offers requested by Parent that decreases the price per Senior Note payable in the Debt Offers or related consent solicitation or imposes conditions to the Debt Offers or related consent solicitation that are adverse to the holders of the Senior Notes, in each case, if the making of any such change by the Company or any of its Subsidiaries would (i) breach any of the Company's or any of its Subsidiaries' obligations under, or violate any provision of, the Senior Notes Indenture and other documents governing the Senior Notes or (ii) violate any applicable Law, unless such change is previously approved by the Company in writing.

(b) The Company covenants and agrees that, promptly following the consent solicitation expiration date, assuming the requisite consents are received, each of the Company and its applicable Subsidiaries as is necessary shall (and shall use their commercially reasonable efforts to cause the applicable trustee to) execute a supplemental indenture to the Senior Notes Indenture, which supplemental indenture shall implement the amendments described in the offer to purchase, related letter of transmittal, and other related documents (collectively, the Offer Documents) and shall become operative only concurrently with the Effective Time, subject to the terms and conditions of this Agreement (including the conditions to the Debt Offer). Concurrent with the Effective Time, Parent shall cause the Surviving Corporation to accept for payment and thereafter promptly pay for the Senior Notes that have been properly tendered and not properly withdrawn pursuant to the Debt Offer and in accordance with the Debt Offer using funds provided by or at the direction of Parent.

(c) Parent shall prepare all necessary and appropriate documentation in connection with the Debt Offer, including the Offer Documents. Parent and the Company shall, and shall cause their respective Subsidiaries to, reasonably cooperate with each other in the preparation of the Offer Documents (provided that the Company's and its Subsidiaries' cooperation shall be limited to matters that Parent cannot accomplish without additional cost or delay without the assistance of the Company or its Subsidiaries). The Offer Documents (including all amendments or supplements) and all mailings to the holders of the Senior Notes in connection with the Debt Offer shall be subject to the prior review of, and comment by, the Company and Parent and shall be reasonably acceptable to each of them. If at any time prior to the completion of the Debt Offer any information in the Offer Documents should be discovered by the Company and its Subsidiaries, on the one hand, or Parent, on the other hand, which should be set forth in an amendment or supplement to the Offer Documents, so that the Offer Documents shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading, the party that discovers such information shall use reasonable best efforts to promptly notify the other party, and an appropriate amendment or supplement prepared by Parent describing such information shall be disseminated by or on behalf of the Company or its Subsidiaries to the holders of the Senior Notes (which supplement or amendment and dissemination may, at the reasonable direction of Parent, take the form of a filing of a Current Report on Form 8-K). Notwithstanding anything to the contrary in this Section 6.15, the Company shall and shall cause its Subsidiaries to comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable Law to the extent such laws are applicable in connection with the Debt Offer and such compliance will not be deemed a breach hereof.

(d) In connection with the Debt Offer, Parent may select one or more dealer managers, information agents, depositaries and other agents, in each case as shall be reasonably acceptable to the Company, to provide assistance in connection therewith and the Company shall, and shall cause its Subsidiaries to, enter into customary agreements (including indemnities) with such parties so selected. Parent shall pay the fees and out-of-pocket expenses of any

dealer manager, information agent, depositary or other agent retained in connection with the Debt Offers upon the incurrence of such fees and out-of-pocket expenses, and Parent further agrees to reimburse the Company and their Subsidiaries for all of their reasonable and documented out-of-pocket costs incurred in connection with the Debt Offers promptly following the incurrence thereof. Parent shall indemnify and hold harmless the Company and its

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Subsidiaries, for and against any loss or incurred by them in connection with the Debt Offers (other than arising from information provided by the Company and its Subsidiaries that was materially incomplete or inaccurate).

6.16. Convertible Notes. The Company shall (i) take all necessary action to enter into a supplemental indenture prior to the Effective Time with Deutsche Bank Trust Company Americas, as trustee, pursuant to the indenture dated as of September 30, 2003 (the Convertible Notes Indenture) for the Convertible Notes to provide that on and after the Effective Time the Convertible Notes will be convertible only into cash in an amount equal to the amount that the holders of the Convertible Notes would be entitled to receive in the Merger if they had validly converted their Convertible Notes into Shares immediately prior to the Effective Time, in accordance with Section 9.4 of the Convertible Notes Indenture; (ii) in accordance with Section 9.6 of the Convertible Notes Indenture, cause to be filed with the Conversion Agent and the Trustee (each as defined in the Convertible Notes Indenture) and cause to be given to the holders of the Convertible Notes, the notice required by such section at least fifteen (15) days prior to the Effective Time, and (iii) in accordance with Section 5.1(c) of the Convertible Notes Indenture, deliver to the Trustee an officers certificate and an opinion of counsel, each stating that the Merger and the supplemental indenture referred to in clause (i) of this Section 6.16 comply with Article 5 of the Convertible Notes Indenture and that all conditions precedent set forth in the Convertible Notes Indenture relating to the Merger have been satisfied.

6.17. Rule 16b-3. The Company shall take all steps reasonably necessary to cause the transactions contemplated by this Agreement and any other dispositions of equity securities of the Company in connection with the transactions contemplated by this Agreement by each individual who is a director or executive officer of the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

ARTICLE VII

Conditions

7.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

(a) Stockholder Approval. This Agreement shall have been duly adopted by holders of Shares constituting the Company Requisite Vote in accordance with applicable Laws and the certificate of incorporation and By-laws of the Company.

(b) Regulatory Consents. (i) The waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been earlier terminated; (ii) clearance under the Competition Act (Canada) has been granted; (iii) approval of the Minister of Finance (Canada) to the extent required under the Bank Act of Canada has been granted; and (iv) all notices, reports and other filings required to be made prior to the Effective Time by the Company or Parent or any of their respective Subsidiaries with, and all consents, registrations, approvals, permits and authorizations required to be obtained prior to the Effective Time by the Company or Parent or any of their respective Subsidiaries from, any Governmental Entity (collectively, Governmental Consents) in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by the Company and Parent shall have been made or obtained (as the case may be), other than any immaterial Governmental Consents the failure of which to make or obtain would not subject any Person to risk of criminal liability.

(c) Order. No court or other Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Merger (collectively, an Order).

7.2. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (i) The Company's representations and warranties contained in Section 5.1(a) (Organization, Good Standing and Qualification), 5.1(c) (Corporate Authority; Approval and Fairness),

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5.1(j) (Takeover Statute) and 5.1(s) (Brokers and Finders) shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made as of such date; (ii) the Company's representations and warranties contained in Section 5.1(b) (Capital Structure) (subject to *de minimis* deviations) and Section 5.1(f)(i) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made as of such date; (iii) the representations and warranties of the Company set forth in this Agreement (other than those referred to in Section 7.2(a)(i) and 7.2(a)(ii) above) shall be true and correct in all respects (determined without regard to any materiality or Company Material Adverse Effect qualifier therein) as of the date hereof and as of the Closing Date as though made as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), and except for such breaches of representations and warranties (determined as aforesaid) that, in the aggregate, would not have and would not reasonably be expected to have a Company Material Adverse Effect; and (iv) Parent shall have received at the Closing a certificate signed on behalf of the Company by a senior executive officer of the Company to the effect that such officer has read this Section 7.2(a) and the conditions set forth in this Section 7.2(a) have been satisfied.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate signed on behalf of the Company by an executive officer of the Company to such effect.

7.3. Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent and Merger Sub set forth in this Agreement shall be true and correct in all respects (determined without regard to any materiality qualifier therein) as of the date hereof and as of the Closing Date as though made as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), and except for such breaches of representations and warranties (determined as aforesaid) that, in the aggregate, would not have and would not reasonably be expected to prevent Parent from consummating the Merger and performing its obligations under this Agreement; and (ii) the Company shall have received at the Closing a certificate signed on behalf of Parent by an executive officer of Parent to the effect that such officer has read this Section 7.3(a) and the conditions set forth in this Section 7.3(a) have been satisfied.

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and the Company shall have received a certificate signed on behalf of Parent and Merger Sub by an executive officer of Parent to such effect.

(c) Solvency Certificate. Parent shall have delivered to the Company a solvency certificate substantially similar in form and substance to the solvency certificate that Parent delivers to the lenders pursuant to the Debt Financing Commitment or any agreements entered into in connection with the Debt Financing.

ARTICLE VIII

Termination

8.1. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the adoption of this Agreement by the stockholders of the Company referred to in Section 7.1(a), by mutual written consent of the Company and Parent by action of their respective boards of directors.

8.2. Termination by Either Parent or the Company. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the board of directors of either Parent or the Company if:

(a) the Merger shall not have been consummated by the eight-month anniversary of the date hereof, whether such date is before or after the date of adoption of this Agreement by the stockholders of the Company referred to in Section 7.1(a) (the Termination Date), provided that the right to terminate this Agreement pursuant to this

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Section 8.2(a) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Merger to occur on or before the Termination Date;

(b) the adoption of this Agreement by the stockholders of the Company referred to in Section 7.1(a) shall not have been obtained at the Stockholders Meeting, including any adjournment or postponement thereof at which a vote on the adoption of this Agreement was taken; or

(c) any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable (whether before or after the adoption of this Agreement by the stockholders of the Company referred to in Section 7.1(a));

provided that the right to terminate this Agreement pursuant to this Section 8.2 shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of a condition to the consummation of the Merger.

8.3. Termination by the Company. This Agreement may be terminated and the Merger may be abandoned by the Company:

(a) at any time prior to the time the Company Requisite Vote is obtained in accordance with and subject to the terms and conditions of Section 6.2(f);

(b) if there has been a breach of any representation, warranty, covenant or agreement made by Parent or Merger Sub in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that Section 7.3(a) or 7.3(b) would not be satisfied, and such breach or failure to be true is not curable or, if curable, is not cured prior to the earlier of (i) thirty (30) days after written notice thereof is given by the Company to Parent or (ii) two (2) business days prior to the Termination Date, provided that the Company is not then in breach of this Agreement such that any of the conditions set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied; or

(c) if Parent or Merger Sub fails to consummate the Merger on the second business day following the day on which the last of the conditions set forth in Sections 7.1 and 7.2 (excluding conditions that, by their nature are to be satisfied at the Closing, provided that the Company's officers certificates referenced in Sections 7.2(a) and 7.2(b) would otherwise be able to be delivered if the Closing were to occur on such second business date) are satisfied or waived.

8.4. Termination by Parent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the board of directors of Parent if:

(a) the board of directors of the Company shall have (A) made a Change of Recommendation, (B) recommended to the stockholders of the Company an Acquisition Proposal other than the Merger or (C) the board of directors of the Company shall have failed to include the Company Recommendation in the Proxy Statement; or

(b) there has been a breach of any representation, warranty, covenant or agreement made by the Company in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that Section 7.2(a) or 7.2(b) would not be satisfied and such breach or failure to be true is not curable or, if curable, is not cured prior to the earlier of (i) thirty (30) days after written notice thereof is given by Parent to the Company or (ii) two (2) business days prior to the Termination Date, provided that Parent and Merger Sub are not then in breach of this Agreement such that the conditions set forth in Section 7.3(a) and Section 7.3(b) would not be satisfied.

8.5. Effect of Termination and Abandonment. (a) In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article VIII, this Agreement shall become void and of no effect with no liability to any

Person on the part of any party hereto (or of any of its Representatives or affiliates); provided, however, and notwithstanding anything in the foregoing to the contrary, that (i) except as otherwise provided herein, no such termination shall relieve any party hereto of any liability or damages to the other party hereto resulting from any willful or intentional material breach of this Agreement and (ii) the provisions set forth in the second sentence of Section 9.1 shall survive the termination of this Agreement.

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(b) In the event that:

(i) after the date of this Agreement, a bona fide Acquisition Proposal shall have been made to the Company, any of its Subsidiaries or any of its stockholders, or any Person shall have publicly announced an intention (whether or not conditional) to make an Acquisition Proposal with respect to the Company or any of its Subsidiaries (and such Acquisition Proposal or publicly announced intention shall not have been publicly withdrawn prior to (x) with respect to any termination pursuant to Section 8.2(b), the date of the Stockholders Meeting at which the vote on the Merger is held, (y) with respect to any termination pursuant to Section 8.2(a), the Termination Date and (z) with respect to any termination pursuant to clause (B) below, such breach by the Company) and thereafter this Agreement is terminated (A) by either Parent or the Company pursuant to Section 8.2(a) or 8.2(b) or (B) by Parent pursuant to Section 8.4(b) as a result of a willful and material breach by the Company of any of its agreements set forth in Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.14(b), 6.15 and/or 6.16 of this Agreement;

(ii) this Agreement is terminated by Parent pursuant to Section 8.4(a) or is terminable by Parent pursuant to Section 8.4(a) when otherwise terminated; or

(iii) this Agreement is terminated by the Company pursuant to Section 8.3(a);

then the Company shall promptly (but in no event later than five (5) days after the date of such termination) pay Parent the Termination Fee (provided, however, that the Termination Fee to be paid pursuant to clause (iii) of this Section 8.5(b) shall be paid as set forth in Section 6.2(f) payable by wire transfer of same day funds; provided, further, that no Termination Fee shall be payable to Parent pursuant to clause (i) of this paragraph (b) unless and until within twelve (12) months of such termination the Company or any of its Subsidiaries shall have consummated an Acquisition Proposal (substituting 25% for 15% in the definition thereof)). Notwithstanding anything to the contrary in this Agreement, the parties hereby acknowledge and agree that in the event that the Termination Fee becomes payable and is paid by the Company pursuant to this Section 8.5(b), the Termination Fee shall be Parent's and Merger Sub's sole and exclusive remedy against the Company and any of its Subsidiaries and the Company's and any of its Subsidiaries' Representatives with respect to any and all breaches of any representation, warranty, covenant or agreement of this Agreement or otherwise relating to or arising out of this Agreement or the transactions contemplated by this Agreement (other than a willful and material breach by the Company of Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.14(b), 6.15 and/or 6.16). For purposes of this Agreement, Termination Fee means (i) \$17,500,000, in the event that this Agreement is terminated by (A) the Company pursuant to Section 8.3(a) and the Company enters into an Alternative Acquisition Agreement with an Excluded Party during the period beginning on the date hereof and ending on the No-Shop Period Start Date or (B) Parent pursuant to Section 8.4(a) in a circumstance in which the event giving rise to the right of termination is (x) a Change of Recommendation, (y) the recommendation by the board of directors of the Company to the stockholders of the Company of an Acquisition Proposal other than the Merger or (z) the failure of the board of directors of the Company to include the Company Recommendation in the Proxy Statement, each having occurred during the period beginning on the date hereof and ending on the No-Shop Period Start Date in response to a Superior Proposal by an Excluded Party received during such period, and (ii) \$22,500,000 in all other circumstances.

(c) In the event of termination of this Agreement pursuant to Section 8.3(c), Parent shall promptly (but in no event later than two (2) business days after the date of such termination) pay, or cause to be paid, to the Company an amount equal to \$17,500,000 (the Parent Fee). Parent's payment in full of the Parent Fee pursuant to this Section 8.5(c) shall be the sole and exclusive remedy of the Company for damages against Parent, Merger Sub and the Guarantors and their respective Representatives with respect to the breach of any covenant or agreement giving rise to such payment. Notwithstanding anything to the contrary in this Agreement, the parties hereby acknowledge that in the event the Parent Fee becomes payable and is paid, or caused to be paid by Parent, pursuant to this Section 8.5(c), the Parent Fee shall be the Company's sole and exclusive remedy under this Agreement. Notwithstanding anything to the

contrary in this Agreement, the parties hereby acknowledge that in no event, whether or not this Agreement shall have been terminated, shall the Company be entitled to monetary damages in excess of \$17.5 million in the aggregate, less the amount of any Parent Fee paid, if applicable, for all losses and damages arising from or in connection with breaches of this Agreement by Parent or Merger Sub or otherwise relating to or arising out of this Agreement or the transactions contemplated by this Agreement.

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(d) In the event of termination of this Agreement pursuant to Section 8.2(b), then the Company shall pay Parent an amount equal to the sum of Parent's Expenses, not to exceed \$4 million in the aggregate. Expenses include all documented reasonable and actual out-of-pocket expenses (including fees and expenses of financing sources, counsel, accountants, investment bankers, experts and consultants to a party hereto and its affiliates) incurred by a party or on its behalf and payable by Parent in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement. Payment of Parent's Expenses pursuant to this Section 8.5(d) shall be made no later than five (5) business days after delivery to the Company of notice of demand for payment after such termination and a documented itemization setting forth in reasonable detail all such Expenses (which itemization may be supplemented and updated from time to time by Parent until the ninetieth day after such termination, provided that payment of such supplemented amount shall be made no later than five (5) business days after delivery to the Company of such supplemented notice). In the event that the Termination Fee subsequently becomes payable, the amount of the Termination Fee shall be reduced by the amount of expenses previously and actually paid by the Company to Parent pursuant to this Section 8.5(d).

(e) The parties acknowledge that the agreements contained in Section 8.5 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement; accordingly, if the Company fails to promptly pay the amount due pursuant to Section 8.5(b) or 8.5(d) or Parent fails to promptly pay the amount due pursuant to Section 8.5(c), and, in order to obtain such payment, Parent or Merger Sub, on the one hand, or the Company, on the other hand, commences a suit that results in a judgment against the Company for the amount set forth in Section 8.5(b) or 8.5(d) or any portion thereof or a judgment against Parent for the amount set forth in Section 8.5(c) or any portion thereof, the Company shall pay to Parent or Merger Sub, on the one hand, or Parent shall pay to the Company, on the other hand, its costs and expenses (including attorneys' fees) in connection with such suit, together with interest on such amount or portion thereof at the prime rate of Citibank N.A. in effect on the date such payment was required to be made through the date of payment.

ARTICLE IX

Miscellaneous

9.1. Survival. This Article IX and the agreements of the Company, Parent and Merger Sub contained in Article IV and Sections 6.9 (Employee Benefits), 6.10 (Expenses) and 6.11 (Indemnification; Directors' and Officers' Insurance) shall survive the consummation of the Merger. This Article IX and the agreements of the Company, Parent and Merger Sub contained in Section 6.10 (Expenses) and Section 8.5 (Effect of Termination and Abandonment) and the Confidentiality Agreement shall survive the termination of this Agreement. All other representations, warranties, covenants and agreements in this Agreement shall not survive the consummation of the Merger or the termination of this Agreement.

9.2. Modification or Amendment. Subject to the provisions of the applicable Laws, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

9.3. Waiver of Conditions. The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Laws.

9.4. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9.5. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL; SPECIFIC PERFORMANCE. (a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the personal jurisdiction of the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject

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thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Court of Chancery of the State of Delaware or a federal court located in the State of Delaware. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.6 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.5.

(c) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, this being in addition to any other remedy to which such party is entitled at law or in equity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that the Company shall not be entitled to an injunction or injunctions to prevent breaches of this Agreement by Parent or Merger Sub or to enforce specifically the terms and provisions of this Agreement, except for the Company's right to enforce Parent to perform its obligation under Section 8.5(c) to pay the Company the Parent Fee.

9.6. *Notices.* Any notice, request, instruction or other document to be given hereunder by any party hereto to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by overnight courier, or by facsimile:

If to Parent or Merger Sub:

Velo Holdings, Inc.
c/o One Equity Partners II, L.P.
320 Park Avenue
18th Floor
New York, NY

Attention: James Koven
Daniel Selmonosky
Christian Ahrens

fax: (212) 277-1533

with a copy to

Dechert LLP
Cira Centre
2929 Arch Street, 4th Floor
Philadelphia, PA 19104-2808
Attention: Carmen Romano
Derek Winokur
fax: (215) 994-2222

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If to the Company:

Vertrue Incorporated
20 Glover Avenue
Norwalk, CT 06850
Attention: George Thomas
fax: (203) 674-7014

with a copy to

Sullivan & Cromwell LLP,
125 Broad Street, New York, NY 10004
Attention: Keith A. Pagnani
fax: (212) 558-3588

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three (3) business days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one (1) business day by dispatch pursuant to one of the other methods described herein); or on the next business day after deposit with an overnight courier, if sent by an overnight courier.

9.7. Entire Agreement. This Agreement (including any exhibits hereto), the Company Disclosure Letter and the Confidentiality Agreement, dated January 3, 2007, between Parent and the Company and the related letter agreements (the Confidentiality Agreement) constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof. EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PARENT AND MERGER SUB NOR THE COMPANY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY OTHER INFORMATION, MADE BY, OR MADE AVAILABLE BY, ITSELF OR ANY OF ITS REPRESENTATIVES, WITH RESPECT TO, OR IN CONNECTION WITH, THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING.

9.8. No Third Party Beneficiaries. Except as provided in Section 6.11 (Indemnification; Directors and Officers Insurance) only, Parent and the Company hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The parties hereto further agree that the rights of third party beneficiaries under Section 6.11 shall not arise unless and until the Effective Time occurs. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance with Section 9.3 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation

among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

9.9. Obligations of Parent and of the Company. Whenever this Agreement requires a Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Subsidiary to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action,

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such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action and, after the Effective Time, on the part of the Surviving Corporation to cause such Subsidiary to take such action.

9.10. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including penalties and interest) incurred in connection with the Merger shall be paid by Parent and Merger Sub when due.

9.11. Definitions. Each of the terms set forth in Annex A is defined in the Section of this Agreement set forth opposite such term.

9.12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.13. Interpretation: Construction. (a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words include, includes or including are used in this Agreement, they shall be deemed to be followed by the words without limitation.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(c) Each party hereto has or may have set forth information in its respective Disclosure Letter in a section thereof that corresponds to the section of this Agreement to which it relates. The fact that any item of information is disclosed in a Disclosure Letter to this Agreement shall not be construed to mean that such information is required to be disclosed by this Agreement.

9.14. Assignment. This Agreement shall not be assignable by operation of law or otherwise; provided, however, that prior to the mailing of the Proxy Statement to the Company's stockholders, Parent may designate, by written notice to the Company, another wholly owned direct or indirect subsidiary to be a Constituent Corporation in lieu of Merger Sub, in which event all references herein to Merger Sub shall be deemed references to such other subsidiary, except that all representations and warranties made herein with respect to Merger Sub as of the date of this Agreement shall be deemed representations and warranties made with respect to such other subsidiary as of the date of such designation, provided that any such designation shall not impede or delay the consummation of the transactions contemplated by this Agreement or otherwise materially impede the rights of the stockholders of the Company under this Agreement. Any purported assignment in violation of this Agreement is void.

9.15. Restructuring. Notwithstanding anything else contained in this Agreement, at any time prior to the Closing, Merger Sub may merge with and into Parent, with Parent as the Surviving Corporation (the Structural Merger) in which event the parties hereto agree to amend this Agreement to reflect that the Merger shall be effected by a direct

merger of Parent, as the surviving corporation of the Structural Merger, with and into the Company, with the Company as the surviving corporation, provided that the provisions of this Agreement, and the rights and remedies of the parties hereunder shall otherwise remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

VERTRUE INCORPORATED

Name: George W.M. Thomas

By /s/ George W.M. Thomas

Title: Senior Vice President and General Counsel

VELO HOLDINGS INC.

Name: James Koven

By /s/ James Koven

Title: Vice President and Secretary

VELO ACQUISITION INC.

Name: James Koven

By /s/ James Koven

Title: Vice President and Secretary

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ANNEX A
DEFINED TERMS

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ERISA
ERISA Affiliate

5.1(h)(i)
5.1(h)(iii)

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Indemnified Party	6.11(a)
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ANNEX B

March 21, 2007

Special Committee of the Board of Directors
Vertrue Incorporated
20 Glover Avenue
Norwalk, CT 06850

Dear Members of the Special Committee Board:

We understand that Vertrue Incorporated (Vertrue or the Company), Velo Holdings Inc. (Parent) and Velo Acquisition Inc., a wholly owned subsidiary of Parent (Transitory Subsidiary), propose to enter into an Agreement and Plan of Merger (the Agreement) pursuant to which Transitory Subsidiary will merge with and into Vertrue, as a result of which the Company shall continue its existence and become a wholly owned subsidiary of the Parent (collectively, the Transaction). Pursuant to the Agreement, at the Effective Time, the outstanding shares of common stock, par value \$0.01 per share, of Vertrue (other than shares held in the treasury of Vertrue and Dissenting Shares (as defined in the Agreement)) will be converted into the right to receive \$48.50 in cash per share (the Merger Consideration) as more fully set forth in the Agreement. The terms and conditions of the Merger are more fully detailed in the Agreement. Capitalized terms used but not defined in this letter shall have the meaning set forth in the Agreement.

You have requested our opinion as to whether the Merger Consideration is fair, as of the date hereof, from a financial point of view, to the stockholders of the Company.

FTN Midwest Securities Corp. (FTN Midwest), as part of its investment banking business, is continually engaged in performing financial analyses with respect to businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed securities, and other transactions. We have been retained by Vertrue to advise the Special Committee of its Board of Directors (the Special Committee) in connection with the Special Committee s consideration of various strategic alternatives, including a possible sale of the Company. We have participated in certain of the negotiations leading to the transaction contemplated by the Agreement. FTN Midwest provides a full range of financial advisory and securities services and, in the course of its normal trading activities, may from time to time effect transactions in and hold securities of the Company or JP Morgan Chase & Co., an affiliate of Parent, for its own account and for the accounts of its customers. FTN Midwest will receive a fee for rendering this opinion.

FTN Midwest Securities Corp
Investment Banking
350 Madison Avenue,
20th Floor New York,
New York 10017
212.418.5080/Fax: 212.418.5081
www.ftnmidwest.com

Although this information has been obtained from sources which we believe to be reliable, we do not guarantee its accuracy, and it may be incomplete or condensed. This is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security. All herein listed securities are subject to

availability and change in price. Past performance is not indicative of future results. Changes in any assumptions may have a material effect on projected results.

FTN Midwest Securities Corp (MWRE), FTN Financial Securities Corp (FFSC), and FTN Financial Capital Assets Corporation are wholly owned subsidiaries of First Tennessee Bank National Association (FTB). MWRE and FFSC are members of the NASD and SIPC (<http://www.sipc.org/>). Equity research is provided by MWRE. FTN Financial Group and FTN Financial Capital Markets are divisions of FTB. FTN Financial Group, through FTB or its affiliates, offers investment products and services.

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In rendering our opinion, we have, among other things:

- 1.) reviewed the terms of the Agreement in the form of the draft furnished to us by the Special Committee's legal counsel on March 21, 2007, which, for the purposes of this opinion, we have assumed, with your permission, to be identical in all material respects to the agreement to be executed;
- 2.) reviewed Vertrue's annual reports to stockholders and Annual Reports on Form 10-K for the five fiscal years ended June 30, 2006, and Vertrue's interim report to stockholders and Quarterly Report on Form 10-Q for the six months ended December 31, 2006;
- 3.) reviewed certain internal financial and operating information concerning Vertrue, including quarterly financial projections through June 30, 2010 prepared and furnished to us by Vertrue management;
- 4.) participated in discussions with Vertrue management concerning the operations, business strategy, current financial performance and prospects for the Company;
- 5.) discussed with Vertrue management and the Special Committee their views of the strategic rationale for the Transaction;
- 6.) compared certain aspects of Vertrue's financial performance with public companies we deemed comparable;
- 7.) analyzed available public information concerning other mergers and acquisitions we believe to be comparable in whole or in part to the Transaction;
- 8.) performed such other studies and analyses as we deemed appropriate; and
- 9.) assisted in negotiations and discussions related to the Transaction among Vertrue, Parent and their respective financial and legal advisors;

In addition to the foregoing, we performed such other studies, analyses, and investigations and considered such other financial, economic and market criteria as we considered appropriate in arriving at our opinion. Our analyses must be considered as a whole. Considering any portion of such analyses or the factors considered, without considering all such analyses and factors, could create a misleading or incomplete view of the process underlying the conclusions expressed herein.

In rendering our opinion, we have relied, without independent verification, on the accuracy and completeness of all the financial and other information (including without limitation the representations and warranties contained in the Agreement) that was publicly available or furnished to us by Vertrue or its advisors. With respect to the financial projections examined by us, we have assumed, with your permission, that they were reasonably prepared and reflect the best available estimates and good faith judgments of the management of the Company as to the future performance of the Company. We express no view with respect to such projections or the information and data or other assumptions on which they were based. We have also assumed, with your permission, that in the course of obtaining the necessary regulatory and third party approvals, consents and releases for the Transaction, no modification, delay, limitation, restriction or condition will be imposed that will have a material adverse effect on the Transaction and that the Transaction will be consummated in accordance with applicable laws and regulations and the terms of the Merger Agreement as set forth in the March 21, 2007 draft thereof, without waiver, amendment or modification of any material term, condition or agreement. Our opinion does not address the relative merits of the Transaction as compared to other business strategies that might be available to the Company, nor does it address the underlying business decision of the Company to proceed with the Transaction. Further, this opinion addresses only the fairness

from a financial point of view of the Merger Consideration to the stockholders of the Company as a whole, as of the date hereof, and does not address any other aspect of the Transaction, including the amount of the Merger Consideration to be received by the holders of any class of shares of the capital stock of the Company. We have not made or taken into account any independent appraisal or valuation of any of Vertrue's assets or liabilities (contingent or otherwise). We express no view as to the federal, state or local tax consequences of the Transaction.

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For purposes of this opinion, we have assumed that Vertrue is not currently involved in any material transaction other than the Transaction, other publicly announced transactions and those activities undertaken in the ordinary course of conducting its business. Our opinion is necessarily based upon market, economic, financial and other conditions as they exist and can be evaluated as of the date of this opinion and this opinion speaks only as of the date hereof.

It is understood that this opinion is for the information of the Special Committee in connection with its consideration of the Transaction and does not constitute a recommendation to any holder of Vertrue stock, or any other person, as to how such person should vote or act with respect to the Transaction and may not be relied upon by any third party.

Based upon and subject to the foregoing qualifications and limitations and such other matters as we consider relevant, we are of the opinion that, as of the date hereof, the Merger Consideration is fair, from a financial point of view, to the stockholders of the Company.

Sincerely,

FTN Midwest Securities Corp.

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ANNEX C

Jefferies Broadview

1050 Winter Street
Waltham, MA 02451
tel 781.522.8400
fax 781.522.8484
www.jefferiesbroadview.com

March 20, 2007

Special Committee of the Board of Directors
Vertrue Incorporated
20 Glover Avenue
Norwalk, CT 06850

Members of the Special Committee of the Board of Directors:

We understand that Vertrue Incorporated (the Company), a consortium led by One Equity Partners II, LP (Velo Holdings Inc. or Parent), and Velo Acquisition Inc., a wholly-owned subsidiary of Parent (Merger Sub), propose to enter into an Agreement and Plan of Merger (the Merger Agreement), pursuant to which Merger Sub will merge with and into the Company (the Merger) in a transaction in which each outstanding share of common stock, par value \$0.01 per share, of the Company (the Common Stock), other than shares of Common Stock held in the treasury of the Company or owned by the Company, a subsidiary of the Company, Parent or Merger Sub, all of which shares will be canceled, or as to which dissenters rights have been properly exercised, will be converted into the right to receive \$48.50 in cash (the Consideration). The terms and conditions of the Merger are more fully set forth in the Merger Agreement.

You have asked for our opinion as to whether the Consideration to be received by the holders of shares of Common Stock pursuant to the Merger Agreement is fair, from a financial point of view, to such holders (other than Parent, Merger Sub and their respective affiliates).

In arriving at our opinion, we have, among other things:

- (i) reviewed a draft dated March 19, 2007 of the Merger Agreement;
- (ii) reviewed certain publicly available financial and other information about the Company;
- (iii) reviewed certain information furnished to us by the Company's management, including financial forecasts and analyses, relating to the business, operations and prospects of the Company;
- (iv) held discussions with members of senior management of the Company concerning the matters described in clauses (ii) and (iii) above;
- (v) reviewed the share trading price history and valuation multiples for the Common Stock and compared them with those of certain publicly traded companies that we deemed relevant;

(vi) compared the proposed financial terms of the Merger with the financial terms of certain other transactions that we deemed relevant;

(vii) conducted such other financial studies, analyses and investigations as we deemed appropriate.

In our review and analysis and in rendering this opinion, we have assumed and relied upon, but have not assumed any responsibility to independently investigate or verify, the accuracy and completeness of all financial and other information that was supplied or otherwise made available by the Company or that was publicly available to us (including, without limitation, the information described above), or that was otherwise reviewed by us. In our review, we did not obtain any independent evaluation or appraisal of any of the assets or liabilities of, nor did we conduct a physical inspection of any of the properties or facilities of, the Company, nor have we been furnished with any such evaluations or appraisals of such physical inspections, nor do we assume any responsibility to obtain any such evaluations or appraisals.

With respect to the financial forecasts provided to and examined by us, we note that projecting future results of any company is inherently subject to uncertainty. The Company has informed us, however, and we have assumed,

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that such financial forecasts were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of the Company as to the future financial performance of the Company. We express no opinion as to the Company's financial forecasts or the assumptions on which they are made.

Our opinion is based on economic, monetary, regulatory, market and other conditions existing and which can be evaluated as of the date hereof. We expressly disclaim any undertaking or obligation to advise any person of any change in any fact or matter affecting our opinion of which we become aware after the date hereof.

We have made no independent investigation of any legal or accounting matters affecting the Company, and we have assumed the correctness in all respects material to our analysis of all legal and accounting advice given to the Company and its Board of Directors, including, without limitation, advice as to the legal, accounting and tax consequences of the terms of, and transactions contemplated by, the Merger Agreement to the Company and its stockholders. In addition, in preparing this opinion, we have not taken into account any tax consequences of the transaction to any holder of Common Stock. We have assumed that the final form of the Merger Agreement will be substantially similar to the last draft reviewed by us. We have also assumed that in the course of obtaining the necessary regulatory or third party approvals, consents and releases for the Merger, no delay, limitation, restriction or condition will be imposed that would have an adverse effect on the Company, Parent or the contemplated benefits of the Merger.

It is understood that our opinion is for the use and benefit of the Special Committee of the Board of Directors of the Company in its consideration of the Merger, and our opinion does not address the relative merits of the transactions contemplated by the Merger Agreement as compared to any alternative transaction or opportunity that might be available to the Company, nor does it address the underlying business decision by the Company to engage in the Merger or the terms of the Merger Agreement or the documents referred to therein. Our opinion does not constitute a recommendation as to how any holder of shares of Common Stock should vote on the Merger or any matter related thereto. In addition, you have not asked us to address, and this opinion does not address, the fairness to, or any other consideration of, the holders of any class of securities, creditors or other constituencies of the Company, other than the holders of shares of Common Stock. We express no opinion as to the price at which shares of Common Stock will trade at any time.

We have been engaged by the Company to act as financial advisor to the Company in connection with the Merger and will receive a fee for our services, a portion of which is payable upon delivery of this opinion and a significant portion of which is payable contingent upon consummation of the Merger. We also will be reimbursed for expenses incurred. The Company has agreed to indemnify us against liabilities arising out of or in connection with the services rendered and to be rendered by us under such engagement. We have, in the past, provided financial advisory and financing services to the Company and may continue to do so and have received, and may receive, fees for the rendering of such services. We maintain a market in the securities of the Company, and in the ordinary course of our business, we and our affiliates may trade or hold securities of the Company or Parent and/or their respective affiliates for our own account and for the accounts of our customers and, accordingly, may at any time hold long or short positions in those securities. In addition, we may seek to, in the future, provide financial advisory and financing services to the Company, Parent or entities that are affiliated with the Company or Parent, for which we would expect to receive compensation. In addition, a director of the Company is a managing director of Jefferies Broadview.

Except as otherwise expressly provided in our engagement letter with the Company, our opinion may not be used or referred to by the Company, or quoted or disclosed to any person in any matter, without our prior written consent; provided, however, that this opinion may be included in its entirety in any document to be distributed to the holders of Common Stock in connection with the Merger.

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Based upon and subject to the foregoing, we are of the opinion that, as of the date hereof, the Consideration to be received by the holders of shares of Common Stock pursuant to the Merger Agreement is fair, from a financial point of view, to such holders (other than Parent, Merger Sub and their respective affiliates).

Very truly yours,

JEFFERIES BROADVIEW
A DIVISION OF JEFFERIES & COMPANY, INC.

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ANNEX D

§ 262. Appraisal rights.

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger or consolidation, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger or consolidation nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder's shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word "stockholder" means a holder of record of stock in a stock corporation and also a member of record of a nonstock corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words and also membership or membership interest of a member of a nonstock corporation; and the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in one or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title), § 252, § 254, § 257, § 258, § 263 or § 264 of this title:

(1) Provided, however, that no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of and to vote at the meeting of stockholders to act upon the agreement of merger or consolidation, were either (i) listed on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc. or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in subsection (f) of § 251 of this title.

(2) Notwithstanding paragraph (1) of this subsection, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger or consolidation will be either listed on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc. or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing subparagraphs a. and b. of this paragraph; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing subparagraphs a., b. and c. of this paragraph.

(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 253 of this title is not owned by the parent corporation immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of incorporation, any merger or consolidation in which the corporation is a constituent corporation or the sale of all or substantially all of the assets of the corporation. If the certificate of incorporation contains such a provision, the

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procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger or consolidation for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for such meeting with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) hereof that appraisal rights are available for any or all of the shares of the constituent corporations, and shall include in such notice a copy of this section. Each stockholder electing to demand the appraisal of such stockholder's shares shall deliver to the corporation, before the taking of the vote on the merger or consolidation, a written demand for appraisal of such stockholder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder's shares. A proxy or vote against the merger or consolidation shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger or consolidation, the surviving or resulting corporation shall notify each stockholder of each constituent corporation who has complied with this subsection and has not voted in favor of or consented to the merger or consolidation of the date that the merger or consolidation has become effective; or

(2) If the merger or consolidation was approved pursuant to § 228 or § 253 of this title, then either a constituent corporation before the effective date of the merger or consolidation or the surviving or resulting corporation within 10 days thereafter shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of this section. Such notice may, and, if given on or after the effective date of the merger or consolidation, shall, also notify such stockholders of the effective date of the merger or consolidation. Any stockholder entitled to appraisal rights may, within 20 days after the date of mailing of such notice, demand in writing from the surviving or resulting corporation the appraisal of such holder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such holder's shares. If such notice did not notify stockholders of the effective date of the merger or consolidation, either (i) each such constituent corporation shall send a second notice before the effective date of the merger or consolidation notifying each of the holders of any class or series of stock of such constituent corporation that are entitled to appraisal rights of the effective date of the merger or consolidation or (ii) the surviving or resulting corporation shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with this subsection. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) hereof and who is otherwise entitled to appraisal rights, may file a petition in the Court of Chancery demanding a determination of the value of the stock of all such

stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder shall have the right to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) hereof, upon written

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request, shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate number of shares not voted in favor of the merger or consolidation and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such written statement shall be mailed to the stockholder within 10 days after such stockholder's written request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) hereof, whichever is later.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder.

(h) After determining the stockholders entitled to an appraisal, the Court shall appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the merger or consolidation, together with a fair rate of interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. In determining the fair rate of interest, the Court may consider all relevant factors, including the rate of interest which the surviving or resulting corporation would have had to pay to borrow money during the pendency of the proceeding. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, permit discovery or other pretrial proceedings and may proceed to trial upon the appraisal prior to the final determination of the stockholder entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder's certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Interest may be simple or compound, as the Court may direct. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and in the case of holders of shares represented by certificates upon the surrender to the corporation of the certificates representing such stock. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable

attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to

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stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder's demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation. (8 Del. C. 1953, § 262; 56 Del. Laws, c. 50; 56 Del. Laws, c. 186, § 24; 57 Del. Laws, c. 148, §§ 27-29; 59 Del. Laws, c. 106, § 12; 60 Del. Laws, c. 371, §§ 3-12; 63 Del. Laws, c. 25, § 14; 63 Del. Laws, c. 152, §§ 1, 2; 64 Del. Laws, c. 112, §§ 46-54; 66 Del. Laws, c. 136, §§ 30-32; 66 Del. Laws, c. 352, § 9; 67 Del. Laws, c. 376, §§ 19, 20; 68 Del. Laws, c. 337, §§ 3, 4; 69 Del. Laws, c. 61, § 10; 69 Del. Laws, c. 262, §§ 1-9; 70 Del. Laws, c. 79, § 16; 70 Del. Laws, c. 186, § 1; 70 Del. Laws, c. 299, §§ 2, 3; 70 Del. Laws, c. 349, § 22; 71 Del. Laws, c. 120, § 15; 71 Del. Laws, c. 339, §§ 49-52; 73 Del. Laws, c. 82, § 21.)

**INFORMATION RELATING TO GARY A. JOHNSON,
OTHER DIRECTORS AND EXECUTIVE OFFICERS OF VERTRUE AND TO THE PARENT,
MERGER SUB AND SPONSORS**

Vertrue Directors and Executive Officers

The following information sets forth the names, ages, titles of Vertrue's directors and executive officers, their present principal occupations and their business experience during the past five years. During the last five years, none of Vertrue, its executive officers or directors has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) a party to any judicial or administrative proceeding except for matters that were dismissed without sanction or settlement) that result in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws. All of the directors and executive officers listed below are U.S. citizens. The business address of each of the director or officer listed below is c/o Vertrue Incorporated, 20 Glover Avenue, Norwalk, Connecticut 06850; (203) 324-7635.

Gary A. Johnson, 52, our co-founder, has served as our President, Chief Executive Officer and director since our inception in 1989. Mr. Johnson received a B.S. from Tufts University and an M.B.A. from Harvard Business School.

James B. Duffy, 53, has served as our Executive Vice President and Chief Financial Officer since he joined us in 1996. As of July 1, 2006, Mr. Duffy was also appointed as our Chief Operating Officer.

Vincent DiBenedetto, 50, has served as our Executive Vice President, Health and Insurance Services since he joined us in 2000.

Alec L. Ellison, 44, has been our director since 1989. Mr. Ellison has been affiliated with Broadview International LLC, an investment bank, since 1988 and has served as a Managing Director since 1993 and President since 2001. As of December 2003, Broadview International became a Division of Jefferies & Co., an investment banking firm. Mr. Ellison holds a B.A. from Yale University and an M.B.A. from Harvard Business School, where he was a Baker Scholar.

Joseph E. Heid, 60, has been our director since 2004 and has served as Chairman, President, and Chief Executive Officer of Esprit de Corp from 1999 to 2002. From 1997 to 1999, he served as President of Revlon International. He previously served as Senior Vice President of Sara Lee Corporation and CEO and President of Sara Lee's Personal Products Group of North America. Mr. Heid currently serves as a director of UST Inc. He is a certified public accountant and holds a B.B.A. from St. John's University.

Robert Kamerschen, 71, has been our director since 2002. Since 2005, he has been the Chairman of Survey Sampling International, Inc., a private company that provides internet and telephone survey sampling to marketing research companies, as well as a private investor and strategic consultant. He is the retired Chairman and Chief Executive Officer of ADVO, Inc., a full service targeted direct mail advertising company where he served as CEO from 1988 to 1999. He also served as Chairman and CEO of DIMAC Corporation, a full service direct marketing company from 1999 to 2002. Mr. Kamerschen has also served in key leadership roles in a number of prominent sales and marketing driven businesses involving significant turnaround and/or transformation initiatives. Mr. Kamerschen currently serves on the boards of the following public companies: IMS Health Incorporated, MDC Partners, Inc., and R.H. Donnelley

Corporation. Mr. Kamerschen received a B.S. and M.B.A. from Miami University (Ohio).

Michael T. McClorey, 47, has been our director since 2001. Mr. McClorey served as President of Health Services Marketing, an operating unit of Catalina Marketing Corporation, a targeted marketing firm, and as a member of the Office of the President of Catalina Marketing Corporation from 2000 to 2002. He also served as President and Chief Executive Officer of Health Resource Publishing Company, a subsidiary of Catalina Marketing Corporation, from 1995 to 2002. Mr. McClorey holds a B.B.A. in finance from the University of Cincinnati.

Edward M. Stern, 48, has been our director since 2002. Since 2004, Mr. Stern has served as the President and Chief Executive Officer of Neptune Regional Transmission System, LLC, a company which is constructing an

approximately \$600 million, 660 megawatt, 65 mile undersea electric transmission system that will interconnect Sayreville, New Jersey with Long Island, New York. From 1991 through 2004, Mr. Stern was employed by Enel North America, Inc., (a subsidiary of Enel SpA, an Italian electric utility company) and its predecessor, CHI Energy, Inc., an energy company which owned or operated nearly one hundred power plants in seven countries, specializing in renewable energy technologies including hydroelectric projects and wind farms. While at Enel North America, Inc. and CHI Energy, Inc., Mr. Stern served as General Counsel and, commencing in 1999, as President, Director and Chief Executive Officer. Mr. Stern currently serves on the Board of Directors of Energy Photovoltaics, Inc., a Princeton, NJ based manufacturer of solar energy products and systems, and Rentech, Inc. (AMEX: RTK), a global leader in the development of ultra-clean fuels and chemicals. Mr. Stern received B.A., J.D. and M.B.A. degrees from Boston University and is a member of the Massachusetts Bar and the Federal Energy Bar.

Marc S. Tesler, 61, has been our director since 1996. From 1995 to 2001, he was a general partner of Technology Crossover Ventures, L.P., a private partnership specializing in information technology investments. Mr. Tesler received his B.S. from the University of Massachusetts and his M.B.A. from New York University.

Velo Holdings Inc. and Velo Acquisition Inc.

Velo Holdings Inc., which we refer to as Parent in this proxy statement, is a Delaware corporation that was incorporated on March 8, 2007, solely for the purpose of acquiring Vertrue. Parent is owned and/or backed by the equity commitment of an investor group consisting of OEP, Oak Investment Partners and Rho Ventures and Rho Ventures V Affiliates, which we refer to in this proxy statement as the Sponsors. Parent has not engaged in any business except as contemplated by the Merger Agreement. The principal office address of Parent is c/o One Equity Partners II, L.P., 320 Park Avenue, 18th Floor, New York, NY; and the telephone number at such address is (212) 277-1500.

Velo Acquisition Inc., which we refer to as Merger Sub, is a Delaware corporation and a wholly-owned subsidiary of Parent that was incorporated on March 8, 2007, solely for the purpose of completing the proposed Merger. Merger Sub has not engaged in any business except as contemplated by the Merger Agreement. The principal office address of Merger Sub is c/o One Equity Partners II, L.P., 320 Park Avenue, 18th Floor, New York, NY; and the telephone number at such address is (212) 277-1500.

Each of the directors and executive officers of Parent and Merger Sub is a citizen of the United States and his principal business address and telephone number is c/o One Equity Partners II, L.P., 320 Park Avenue, 18th Floor, New York, NY 10022, (212) 277-1500.

The following information about the directors and executive officers of Parent and Merger Sub is based, in part, upon information provided by such persons. Unless otherwise indicated below, each director and executive officer of Parent and Merger Sub set forth below has held the employment position set forth below since at least May 2002.

Name	Occupation or Employment
Daniel J. Selmonosky	Mr. Selmonosky is a Managing Director of OEP Holding Corporation and has been with OEP Holding Corporation since 2001.
James W. Koven	Mr. Koven is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation as a Vice President in 2001.

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During the last five years, none of Parent, Merger Sub, or any their respective executive officers or directors has been (a) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (b) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

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OEP

OEP is a Cayman Islands exempted limited partnership organized to invest in private equity transactions. The general partner of OEP is OEP General Partner II, L.P., a Cayman Islands limited partnership, the business of which is to serve as the general partner of OEP. The general partner of OEP General Partner II, L.P. is OEP Holding Corporation, a Delaware corporation and wholly-owned indirect subsidiary of JPMorgan Chase & Co. The business of OEP Holding Corporation is to act as a holding company on behalf of JPMorgan Chase & Co. The principal executive office address of each of OEP, OEP General Partner II, L.P. and OEP Holding Corporation and each of its directors and executive officers is 320 Park Avenue, 18th Floor, New York, NY 10022 and the telephone number of each is (212) 277-1500.

Except as otherwise indicated below, each of the directors and executive officers of OEP Holding Corporation is a citizen of the United States.

The following information about OEP Holding Corporation's director and executive officers is based, in part, upon information provided by such persons. Unless otherwise indicated below, each director and executive officer of OEP Holding Corporation set forth below has held the employment position set forth below since at least May 2002. Neither OEP nor OEP General Partner II, L.P. has any directors or executive officers.

Name	Occupation or Employment
Richard M. Cashin	Mr. Cashin is a director of OEP Holding Corporation. He has been President of OEP Holding Corporation since 2001.
Ina Drew	Ms. Drew is a director of OEP Holding Corporation. She has been Chief Investment Officer of JPMorgan Chase & Co. since February 2005, prior to which she was Head of Global Treasury of JPMorgan Chase & Co.
Franklin W. Hobbs	Mr. Hobbs is a director of OEP Holding Corporation. He has been an adviser to OEP Holding Corporation since 2004. From 2001 to 2003, he was Chief Executive Officer of Houlihan Lokey.
Jay Mandelbaum	Mr. Mandelbaum is a director of OEP Holding Corporation. Mr. Mandelbaum is Head of Strategy and Business Development for JPMorgan Chase & Co. Prior to the merger of Bank One Corporation in July 2004, he had been Head of Strategy and Business Development since September 2002 at Bank One Corporation. Prior to joining Bank One Corporation, he had been Vice Chairman and Chief Executive Officer of the Private Client Group of Citigroup Inc. subsidiary Salomon Smith Barney from September 2000 until August 2002.
Heidi Miller	Ms. Miller is a director of OEP Holding Corporation. She serves as Chief Executive Officer of Treasury & Securities Services of JPMorgan Chase & Co. Prior to the merger of Bank One Corporation in July 2004, she had been Chief Financial Officer at Bank One Corporation since March 2002. Prior to joining Bank One Corporation, she had been Vice Chairman of Marsh, Inc. from January 2001 until March 2002.
Jacques Nasser	Mr. Nasser is a director of OEP Holding Corporation. He is a Managing Director of OEP Holding Corporation and joined OEP

Holding Corporation in 2002. Previously he was President and Chief Executive Officer of Ford Motor Company.

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Name	Occupation or Employment
Robert S. Rubin	Mr. Rubin is a director of OEP Holding Corporation. He has been serving as Senior Vice President of JPMorgan Chase and Co. since 2002.
Richard W. Smith	Mr. Smith is a director of OEP Holding Corporation. He is a Managing Director of OEP Holding Corporation. Prior to joining OEP Holding Corporation in 2002, Mr. Smith was with Allegra Partners.
Chris von Hugo	Mr. von Hugo is a director of OEP Holding Corporation. He is a Managing Director of One Equity Partners Europe GmbH and has been with One Equity Partners Europe GmbH since 2001. Mr. von Hugo is citizen of Germany.
Christian P.R. Ahrens	Mr. Ahrens is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation as a Vice President in 2001.
Charles F. Auster	Mr. Auster is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2001.
Gregory A. Belinfanti	Greg Belinfanti is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2006. From 2000 through 2006, Mr. Belinfanti served as a Vice President in the Investment Banking division of Lehman Brothers.
Kenneth C. Brown	Mr. Brown is a Managing Director of OEP Holding Corporation. He has been with OEP Holding Corporation since 2002. Mr. Brown was with Skidmore, Owings & Merrill from 1999 through 2001.
James B. Cherry	Mr. Cherry is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2003.
Colin M. Farmer	Mr. Farmer is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2006. From 1998 through 2006 he was a Principal of Harvest Partners.
Lee Gardner	Mr. Gardner is a Managing Director of OEP Holding Corporation. He has been with OEP Holding Corporation since 2001.
David Han	Mr. Han is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2004, prior to which he was a Managing Director at Credit Suisse First Boston.
Thomas J. Kichler	Mr. Kichler is a Managing Director of OEP Holding Corporation. He has been with OEP Holding Corporation since 2002. Prior to joining OEP Holding Corporation he was a Managing Director of Salomon Smith Barney.
James W. Koven	Mr. Koven is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation as a Vice President in 2001.
Joseph Michels	Joseph Michels is a Managing Director of OEP Holding Corporation. Prior to joining OEP in 2007, Mr. Michels was the Director for Research Initiatives and a lecturer at Princeton University.

Name	Occupation or Employment
M. Gregory O Hara	Mr. O Hara is a Managing Director of OEP Holding Corporation. He has been with OEP Holding Corporation since 2005 and prior to that served as Executive Vice President of Worldspan, L.P. since 2002. Mr. O Hara is a citizen of Canada.
James S. Rubin	Mr. Rubin is a Managing Director of OEP Holding Corporation and has been with OEP Holding Corporation since 2001.
Daniel J. Selmonosky	Mr. Selmonosky is a Managing Director of OEP Holding Corporation and has been with OEP Holding Corporation since 2001.
Tarek N. Shoeb	Mr. Shoeb is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2002 as a Vice President. Mr. Shoeb was a Senior Associate at Doughty Hanson & Co. from August 2001 through 2002.
David A. Walsh	Mr. Walsh is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2001.
William H. Wangerin	Mr. Wangerin is a Managing Director of OEP Holding Corporation. He joined OEP Holding Corporation in 2001.
Erin E. Hill	Ms. Hill is Chief Financial Officer and Treasurer of OEP Holding Corporation and has been with OEP Holding Corporation since March 2005. Previously, she was a Director of Credit Suisse First Boston from 2004 through 2005 and an Associate at Wachtell, Lipton, Rosen & Katz from 2000 through 2004.
Judah A. Shechter	Mr. Shechter serves as Vice President and Secretary of OEP Holding Corporation and has been with OEP Holding Corporation since 2005. Mr. Shechter has been a Vice President and Assistant General Counsel of JPMorgan Chase & Co. since 1994.
Theodora Stojka	Ms. Stojka is a Vice President of OEP Holding Corporation. She has been with OEP Holding Corporation since July 2003. She was an Audit Manager at Deloitte from 2002 through 2003 and Arthur Andersen from 2001 through 2002.
Adam Mukamal	Mr. Mukamal is a Vice President of OEP Holding Corporation. He has been a Vice President of JPMorgan Chase & Co. since 2005. From 1998 through 2004 he was an Associate at Davis Polk & Wardwell.
Jessica Marion	Ms. Marion is a Vice President of OEP Holding Corporation. She has been with JPMorgan Chase & Co. since July 2001.
Colleen Hartung	Ms. Hartung is a Vice President of OEP Holding Corporation. She joined JPMorgan Chase & Co. in February of 2006. She was previously employed by Citadel Investment Group from 2002 through 2006 and by Arthur Andersen from 1999 through 2002.

During the last five years, none of OEP, OEP General Partner II, L.P., OEP Holding Corporation, or any of OEP Holding Corporation's executive officers or directors has been (a) convicted in a criminal proceeding

(excluding traffic violations or similar misdemeanors), or (b) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction of settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Oak Investment Partners XII, L.P. and Oak Associates XII LLC

Oak Investment Partners is a Delaware limited partnership organized to invest in growth oriented venture capital and private equity transactions. The general partner of Oak Investment Partners is Oak Associates XII, LLC, a Delaware limited liability company, the business of which is to serve as the general partner of Oak Investment Partners. The principal executive office address of each of Oak Investment Partners and Oak Associates XII is One Gorham Island, Westport, CT 06880 and the telephone number of each is (203) 226-8346. Each of the executive managing members of Oak Associates XII is a citizen of the United States of America.

The following information about Oak Associates XII's executive managing members is based, in part, upon information provided by such persons. Each executive managing member of Oak Associates XII set forth below has held the board of director and employment position set forth below since at least May 2002.

Name	Occupation or Employment
Bandel L. Carano	Mr. Carano is a director and Vice President of Oak Management Corporation, a Delaware corporation (OMC), which is the investment manager of Oak Investment Partners. Mr. Carano's principal business address and telephone number is c/o Oak Investment Partners, 525 University Avenue, Suite 1300, Palo Alto, California 94301, (650) 614-3700.
Edward F. Glassmeyer	Mr. Glassmeyer is a director and President of OMC, which is the investment manager of Oak Investment Partners. Mr. Glassmeyer's principal business address and telephone number is c/o Oak Management Corporation, One Gorham Island, Westport, Connecticut 06880, (203) 226-8346.
Fredric W. Harman	Mr. Harman is a director and Vice President of OMC, which is the investment manager of Oak Investment Partners. Mr. Harman's principal business address and telephone number is c/o Oak Investment Partners, 525 University Avenue, Suite 1300, Palo Alto, California 94301, (650) 614-3700.
Ann H. Lamont	Ms. Lamont is a director and Vice President of OMC, which is the investment manager of Oak Investment Partners. Ms. Lamont's principal business address and telephone number is c/o Oak Management Corporation, One Gorham Island, Westport, Connecticut 06880, (203) 226-8346.

During the last five years, none of Oak Investment Partners, Oak Associates XII or any of Oak Associates XII's executive managing members has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (b) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction of settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Rho Capital Partners LLC, Rho Ventures V, L.P., Rho Ventures V Affiliates, L.L.C. and RMV V, L.L.C.

Rho Ventures V, L.P. is a Delaware limited partnership and Rho Ventures V Affiliates, L.L.C. is a Delaware limited liability company. Both of these funds were formed to invest in private equity transactions. The general partner of Rho Ventures V, L.P., and the managing member of Rho Ventures V Affiliates, L.L.C., is RMV V, L.L.C.,

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a Delaware limited liability company formed to manage these entities. The managing member of RMV V, L.L.C. is Rho Capital Partners LLC, a Delaware limited liability company. The business of Rho Capital Partners LLC is to serve as the managing member of RMV V, L.L.C. and of certain other entities managed by Rho. The principal executive office address of each of Rho, Rho Ventures V, Rho Ventures V Affiliates and RMV V, L.L.C. is 152 West 57th Street, 23rd Floor, New York, New York 10019 and the telephone number of each is (212) 751-6677.

The following persons are the managing members of Rho Capital Partners LLC. Each person listed below has held the employment position set forth below since at least May 2002. None of Rho Ventures V, L.P., Rho Ventures V Affiliates, L.L.C., RMV V, L.L.C. or Rho Capital Partners LLC have any directors or executive officers.

Name	Citizenship	Occupation or Employment	Principal Business Address and Telephone Number
Joshua Ruch	South Africa	Mr. Ruch is the CEO and a Managing Partner of Rho Capital Partners, Inc.	152 West 57th Street, 23rd Floor New York, NY 10019
Habib Kairouz	Canada	Mr. Kairouz is a Managing Partner of Rho Capital Partners, Inc.	152 West 57th Street, 23rd Floor New York, NY 10019
Mark Leschly	Denmark	Mr. Leschly is a Managing Partner of Rho Capital Partners, Inc.	535 University Avenue Palo Alto, CA 94301

During the last five years, none of Rho Ventures V, L.P., Rho Ventures V Affiliates, L.L.C., RMV V, L.L.C., Rho Capital Partners LLC or any of Rho Capital Partners managing members has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (b) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

VERTRUE INCORPORATED
20 GLOVER AVENUE
NORWALK, CT 06850

Instead of mailing your proxy card, you can submit your proxy by telephone OR Internet. Available 24 hours a day, 7 days a week.

VOTE BY INTERNET www.proxyvote.com

Use the Internet to transmit your proxy and for electronic delivery of information up until 11:59 P.M. Eastern Time on July 11, 2007. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

VOTE BY PHONE 1-800-690-6903

Use any touch-tone telephone to transmit your proxy up until 11:59 P.M. Eastern Time on July 11, 2007. Have your proxy card in hand when you call and then follow the instructions to vote your shares.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vertrue Incorporated, c/o Broadridge Financial Solutions, Inc., 51 Mercedes Way, Edgewood, N.Y. 11717.

If you submit your proxy by telephone or Internet, please do not send your proxy by mail.

**By submitting a proxy by telephone or Internet, you acknowledge receipt of the Notice of Special Meeting of Stockholders of Vertrue and Vertrue's Proxy Statement dated June 12, 2007
YOUR VOTE IS IMPORTANT!**

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

VERTR1
KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

VERTRUE INCORPORATED

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR PROPOSAL 1 AND 2.

Vote On Proposals	For	Against	Abstain
1. ADOPTION OF THE AGREEMENT AND PLAN OF MERGER DATED MARCH 22, 2007 BY AND AMONG VERTRUE, VELO HOLDINGS INC. AND VELO ACQUISITION INC., AS DESCRIBED IN THE PROXY STATEMENT AS AMENDED FROM TIME TO TIME.	o	o	o
2. APPROVAL OF THE ADJOURNMENT OF THE SPECIAL MEETING TO SOLICIT ADDITIONAL PROXIES IF THERE ARE INSUFFICIENT VOTES AT THE TIME OF THE MEETING TO ADOPT THE MERGER AGREEMENT.	o	o	o
3. IN THEIR DISCRETION, THE PROXIES ARE AUTHORIZED TO VOTE UPON SUCH OTHER MATTER(S) AS MAY PROPERLY COME BEFORE THE SPECIAL MEETING OR ANY ADJOURNMENT THEREOF.			

THIS PROXY WILL BE VOTED AS SPECIFIED ABOVE. IF NO SPECIFICATION IS MADE, THIS PROXY WILL BE VOTED FOR PROPOSALS 1 AND 2.

For address changes and/or comments, please check this box and write them on the reverse where indicated.

Please indicate if you plan to attend this meeting. **Yes** **No** Please date this proxy and sign your name exactly as it appears hereon. Where there is more than one owner, each should sign. When signing as an attorney, administrator, executor, guardian, or trustee, please add your title as such. If executed by a corporation, the proxy should be signed by a duly authorized officer, giving full title. If a partnership, please sign in partnership name by an authorized person, giving full title.

Signature [PLEASE SIGN WITHIN BOX]Date

Signature (Joint Owners)Date

**This proxy is being solicited on behalf of the Board of Directors of Vertrue Incorporated
for the Special Meeting of Stockholders to be held at 9:30 a.m. on July 12, 2007**

The undersigned hereby (1) acknowledges receipt of the Notice of Special Meeting of Shareholders of Vertrue to be held on Thursday, July 12, at 9:30 a.m., Eastern Time, at the Stamford Marriott Hotel & Spa, 243 Tresser Boulevard, Stamford, Connecticut, and (2) appoints Gary A. Johnson and James B. Duffy, and each of them, agents and proxies, with full power of substitution to vote all shares of the Common Stock of Vertrue that the undersigned would be entitled to vote if personally present at the meeting and at any adjournment(s) or postponement(s) thereof.

The Board of Directors recommends a vote FOR Proposal 1 (the adoption of the Agreement and Plan of Merger, dated March 22, 2007, and entered into by and among Vertrue, Velo Holdings Inc. and Velo Acquisition Inc.) and FOR Proposal 2 (the adjournment of the Special Meeting to solicit additional proxies).

The undersigned hereby revokes any proxy heretofore given to vote or act with respect to the Common Stock of Vertrue and hereby ratifies and confirms all that the proxies, their substitutes, or any of them may lawfully do by virtue hereof. If one or more of the proxies named shall be present in person or by substitute at the meeting or at any adjournment(s) or postponement(s) thereof, the proxies so present and voting, either in person or by substitute, shall exercise all of the powers hereby given. Please date, sign exactly as your name appears on the form and promptly mail this proxy in the enclosed envelope. No postage is required.

Address

Changes/Comments:

(If you noted any Address Changes/Comments above, please mark corresponding box on the reverse side.)

Important-This Proxy must be signed and dated on the reverse side.