

COPY

# HEMSCOTT

Stephen Roche  
70 Westbury Road  
New Malden  
Surrey  
KT3 5AS

27863  
I certify that this is a  
true copy of the share  
agreement dated 23 August 2004  
Nick Suter 23 August 2004  
Company Secretary  
Hemscott plc, 28 April 2006

Dear Stephen,

**Changes to your contract and awards under the Hemscott Share Option Plan (the "Plan")**

This letter (the "**Award Letter**") sets out proposed changes to your terms of service as set out in your service agreement ("**Service Agreement**") and other documentation referred to below, and proposed share awards, all to take effect on the date on which the unconditional completion of CoreData Inc. occurs (the "**Date of Grant**").

## 1 AMENDMENTS TO SERVICE AGREEMENT

### 1.1 Bonuses

For the avoidance of doubt, you agree and acknowledge that save for the bonus of £40,000 payable on change of control (as defined) as set out in a letter of 23 September 2003, you shall have no bonus entitlement for the Company's financial year ending 31 December 2004, and for the avoidance of doubt you also specifically agree that you have no right now to a bonus described as an EBITDA bonus in that letter.

### 1.2 No increase in notice period or guaranteed termination payment

You also agree irrevocably to waive the provisions relating to an increase in your notice period and entitlement to a guaranteed payment on termination of your employment, in both cases following a change of control, as set out in an agreement dated 19 March 2002.



## 2 SHARE OPTIONS

### 2.1 General

For the purposes of this letter, a "Takeover Event" is an event within Rule 8 of the Plan which causes Options to become exercisable. All other capitalised terms in this letter shall have the same meaning as in the Plan.

### 2.2 Exchanged Options

Number of Shares		Exercise Price per share	Normal Date	Lapse
250,000	(83,334 ("Initial Tranche"); 83,332 ("Middle Tranche"); and 83,334 ("Final Tranche"))	26.5p	28/9/2013	
100,000	(33,334 ("Initial Tranche"); 33,332 ("Middle Tranche"); and 33,334 ("Final Tranche"))	27.5p	28/9/2013	

BLUE  
INDICATES  
OPTIONS  
TO  
WHICH  
THE  
SHARE  
ISSUE  
RELATES

The Vesting Conditions for these Options are that the Initial Tranche of each Option becomes exercisable after the publication of the preliminary results of the Company for the year ending 31 December 2004; the Middle Tranche becomes exercisable on 29 September 2005 and the Final Tranche becomes exercisable after the publication of the preliminary results of the Company for the year ending 31 December 2005.

On a Takeover Event, all Options shall immediately become exercisable.

In order to receive the above Options, you must agree to cancel all existing options which you currently hold. The exercise price, number of Shares and normal lapse date of Exchanged Options remain the same as the options for which you are exchanging them. However, there is one key change. If you leave, you will not lose any of your Exchanged Options, unless you are dismissed for Cause (as defined) when all your Options will be forfeited. In other cases what happens when you leave depends on whether the Exchanged Options are fully Vested or are not fully Vested when you leave. If you leave when the Options are fully Vested, you will have six months after you leave in which to exercise your Options. If you leave before they are fully Vested, you can exercise the Vested part(s) of the Options in the six months after you leave; the unvested part(s) can only be exercised in the six months after they become exercisable. However, it remains the case that if you are dismissed for Cause, you will lose your Options.

### 2.3 Incentive Options

Number of Shares	Exercise per Share	Price	Vesting Conditions
Tranche A 125,000	50p		see para (a) below

Tranche B 125,000	57.5p	see para (b) below
Tranche C 125,000	66.1p	Takeover Event
Tranche D 125,000	76.0p	Takeover Event

All Incentive Options lapse on the tenth anniversary of the Date of Grant.

(a) The Vesting Conditions for Tranche A are that the Option will become exercisable over 80% of the Shares in that tranche on the first anniversary of the Date of Grant and 20% on the second anniversary of the Date of Grant, or that a Takeover Event occurs.

(b) The Vesting Conditions for Tranche B are that the Option will become exercisable over 60% of the tranche on the second anniversary of the Date of Grant and 40% on the third anniversary of the Date of Grant, or that a Takeover Event occurs.

The Vesting Conditions for Tranches C and D are the occurrence of a Takeover Event.

#### 2.4 TSR Options

<b>Number of Shares</b>	<b>Exercise Price per Share</b>	<b>Normal Lapse Date</b>
100,000	50p	Tenth anniversary of the Date of Grant

The above Options may only be exercised on a Takeover Event and then only if and to the extent that the average annual Total Shareholder Return of the Company since the date of grant of the Option is between 15% and 30%.

In summary, the number of Shares which may be received will be worked out as follows:

<b>Average Annual Total Shareholder Return</b>	<b>Number of Shares over which Option can be exercised</b>
Less than 15%	0%
15% or more but less than 30%	Calculated on a straight line basis between 0% and 100%
30% or more	100%

The exact process of calculation is set out in a schedule to this letter.

2.5 General

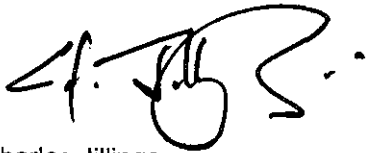
- (a) Where the result of any calculation produces a fractional entitlement to a Share, that fractional entitlement shall be ignored.
- (b) You will not be responsible for any employer's NIC liabilities in relation to the exercise of your Options and the sale of Shares resulting from those Options.
- (c) If there is a variation in the number of Shares issued by the Company other than for an acquisition or refinancing, then the number of Shares under Option and their respective exercise prices will be adjusted so that you are not financially disadvantaged and you will be made economically whole as if you had owned the Shares outright.

Please sign, date and return an enclosed copy of this letter to me to agree to:

- (i) the changes to your Service Agreement; and
- (ii) accept the above Options subject to the terms of the Plan; and
- (iii) cancel the options granted to you on 29 September 2003, all conditional upon the unconditional completion of the acquisition of CoreData Inc. occurring and you being in the Company's employment on that date.

In particular, you should note that in certain circumstances you may lose your ability to exercise your Options or any part of them because you leave the Company.

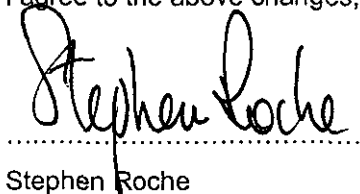
Yours sincerely



Charles Jillings  
Director

[ON COPY]

I agree to the above changes, option cancellations and grants.

  
.....  
Stephen Roche

23<sup>rd</sup> August 2004.  
.....  
Date

## **SCHEDULE**

### **Definitions**

1 In this Schedule, the following words and expressions shall have the following meanings:

<b>"Date of Grant"</b>	means the date of the unconditional completion of the acquisition of CoreData Inc.;
<b>"Performance Period"</b>	means the period beginning on the Date of Grant and ending on the date on which the relevant Takeover Event occurs;
<b>"Plan"</b>	means the Hemscott Share Option Plan;
<b>"Share"</b>	means an ordinary share of Hemscott plc;
<b>"Takeover Event"</b>	means the event which causes Options to be exercisable under Rule 8 of the Plan;
<b>"Total Shareholder Return"</b>	means the increase or decrease in value of one Share over the Performance Period plus the value at the end of that period of Shares treated as acquired through reinvested dividends. This shall be calculated as follows:

$$\frac{[(1 + \text{Number of Dividend Shares}) \times \text{Final Share Price}] - 50p}{50p}$$

50p

where:

**"Number of Dividend Shares"** is the cumulative number of Shares (which for this purpose need not be a whole number and may include a fractional number of Shares) treated as acquired with the aggregate net dividends paid over the Performance Period. In determining this number, when a dividend is notionally used to acquire Shares or part of a Share:

- (a) Shares or part of a Share shall be treated as acquired with the dividend at the mid-market closing share price on the relevant ex-dividend date;
- (b) the value of a dividend shall be the net dividend (without any associated tax credit) and no dealing costs or stamp

duty shall be assumed to be payable when acquiring shares; and

- (c) when Shares or a part of a Share are treated as acquired pursuant to a dividend, dividends payable on those Shares or part of Shares and those dividends shall be reinvested in Shares;

**"Final Share Price"** is (a) the offer price or (b) (if there is no offer price) the average mid-market closing Share price over a three-month period ending on the last day of the Performance Period;

and **"Average Annual Total Shareholder Return"** shall be calculated on an annualised basis over this period

**"Vesting Percentage"**

shall be calculated in accordance with the following table:

Average Annual Total Shareholder Return of the Company over the Performance Period	Vesting Percentage
Less than 15%	0%
15% or more but less than 30%	Calculated on a straight line basis between 0% and 100% and expressed mathematically as follows:  6.66% for each percentage point by which the Average Annual Total Shareholder Return exceeds 15%.
30% or more	100%

- 2 The number of Shares receivable shall be the number of Shares under a TSR Option multiplied by the Vesting Percentage.
- 3 In the event of any stock split, bonus issue or demerger or variation in the Company's share capital within the Performance Period, the Committee shall notify you of such changes as it proposes to make to the method of calculating Total Shareholder Return. These changes shall be fair and reasonable adjustments in order to measure the return on one Share since the Date

of Grant. In the event of any rights issue, for the purposes of determining Total Shareholder Return, the cash receipt for the sale of rights nil-paid shall be treated as if it were a dividend.