

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

AFFINION GROUP, INC.; TRILEGIANT CORPORATION; and
WEBLOYALTY.COM, INC.,

Respondents.

The undersigned state and agree as follows:

1. The State of Iowa ex rel. Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance") with the above-named Respondents to resolve concerns of the Attorney General regarding Respondents' compliance with Iowa Code Ch. 552A, the Buying Club Memberships Law ("BCL").

2. Respondents deny wrongdoing or liability of any kind, but have agreed to enter into this Assurance in order to resolve all issues raised regarding the BCL during the Attorney General's inquiry. Respondents are entering into this Assurance solely for the purpose of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondents expressly deny. No part of this Assurance constitutes or shall be deemed to constitute an admission by Respondents that they have ever engaged in any conduct proscribed by this Assurance. Further, to the extent that any changes in Respondents' business, advertisements, and/or advertising practices are made to achieve or facilitate conformance to the terms of this Assurance, the fact that such changes were made shall not constitute any form of evidence or admission, explicit or implicit, by Respondents of wrongdoing or failure to comply with any federal or state statute or regulation or the common law. No part of this Assurance shall constitute evidence against Respondents in any action brought by any person or entity of any violation of any federal or state statute or regulation or the common law, except in an action brought by the Attorney General to enforce the terms of this Assurance.

3. The Attorney General affirmatively states that this Assurance represents a negotiated resolution of a dispute with Respondents regarding the scope, application, and requirements of the BCL as it pertains to Respondents' marketing in Iowa. Nothing herein shall

be interpreted to represent the position of the Attorney General as to the scope, application, or requirements of the BCL for any purpose or in any context other than the immediate purpose and the immediate context of reaching a negotiated resolution of the extant claims relating to these Respondents.

4. This Assurance constitutes a complete resolution of any and all claims of the Attorney General based on the BCL, to the extent such claims stem from conduct that preceded the effective date of this Assurance.

5. Respondents acknowledge that Assurance terms restraining certain conduct on the part of an entity entering into an Assurance with the Attorney General do not prevent the Attorney General from later addressing, whether through enforcement proceedings or otherwise, conduct that could have been prohibited, reformed, modified, or otherwise affected by the Assurance but was not. Therefore, nothing herein shall be interpreted to prevent the Attorney General from taking whatever action the Attorney General hereafter deems appropriate to address conduct occurring after the effective date of this Assurance that the Attorney General believes to be in violation of the law, whether or not comparable conduct might have been addressed, or might have been addressed differently, in this Assurance.

IT IS THEREFORE AGREED that Respondents, shall comply with the BCL. Without limiting the foregoing, this Assurance requires compliance with all notice, disclosure, and other requirements of Iowa Code §§ 555A.1 through 555A.5 (incorporated by section 552A.3 of the BCL) and with all requirements relating to contracts set forth in Iowa Code §§ 552A.3 and 552A.4, in connection with membership programs subject to the BCL. With respect to marketing that is conducted in multiple states (including Iowa), this paragraph requires that Respondents (i) refrain from enrolling Iowa consumers in programs where the marketing material, whether online or otherwise, violates the BCL; and (ii) make reasonable efforts to avoid generating orders from Iowa residents that ultimately will not be accepted (for example, by disclosing that a given offer is not available in Iowa).

IT IS FURTHER AGREED that Respondents shall immediately cease all billing of Iowa consumers who were enrolled in a Buying Club Membership as defined in the BCL through solicitations that the Attorney General believes did not comply with the BCL. As it applies to online marketing by Webloyalty, this paragraph provides for an immediate cessation of billing of

Iowa consumers who were enrolled by Webloyalty through online marketing prior to June 6, 2010.

IT IS FURTHER AGREED that Respondents pay to the State of Iowa, within five (5) business days following the Effective Date of this Assurance and in the manner the Attorney General directs, the amount of \$5,000,000.00, to be applied by the Attorney General in its discretion to restoring to Iowa consumers amounts they spent for Respondents' memberships to the extent full refunds have not otherwise been made to such consumers. Respondents agree to cooperate with reasonable requests from the Attorney General in connection with efforts to effect such restoration, and acknowledge that a portion of the above amount may be used to cover the costs associated with distributing restitution, including the use of a third party administrator. To the extent that consumers to whom refund efforts are directed cannot be located through reasonable efforts, the money that is not returned to consumers shall be retained by the Attorney General to be used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7), and shall be deposited into the fund created by Iowa Code § 714.16C (2013). No part of this payment shall be deemed a fine, a civil penalty, or a forfeiture of any kind.

IT IS FURTHER AGREED that nothing in this Assurance shall affect Respondents' policies and procedures regarding cancellation and/or consumer refunds as it applies to Iowans, which policies and procedures the Attorney General neither approves nor disapproves. This requirement shall not be interpreted to limit in any way refunds by Respondents in circumstances in which a refund is not expressly required.

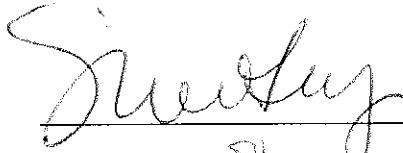
IT IS FURTHER AGREED that each violation of the AVC is deemed a violation of the CFA for purposes of enforcement by the Attorney General.

IT IS FURTHER AGREED that Respondents shall pay to the Attorney General, within five (5) business days following the Effective Date, \$500,000.00 to be deposited in the consumer fraud enforcement fund referred to in Iowa Code § 714.16C (2013). No part of this payment shall be deemed a fine, a civil penalty, or a forfeiture of any kind.

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and Respondents hereby consent to the form and contents of the foregoing Assurance. The date of the chronologically last signature below shall be the Effective Date.

AFFINION GROUP, INC.

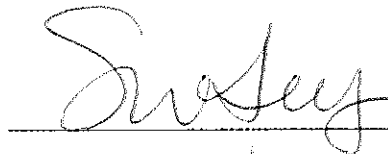
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Name printed: Sloane Leuy
Executive Vice President, General Counsel,
and Secretary

TRILEGIANT CORPORATION

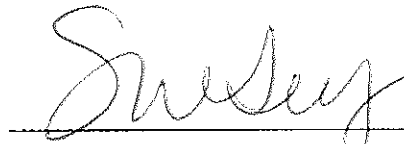
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Name printed: Sloane Leuy
Executive Vice President and Secretary

WEBLOYALTY.COM, INC.

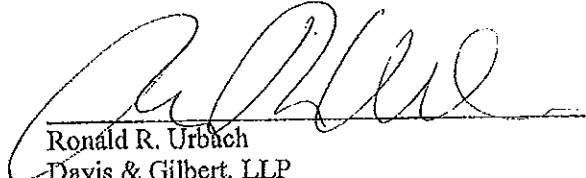
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Name printed: Sloane Leuy
Executive Vice President and Secretary

ATTORNEYS FOR RESPONDENTS

Date: _____



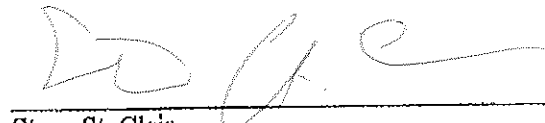
Ronald R. Urbach
Davis & Gilbert, LLP

Date: _____

Clayton S. Friedman
Manatt, Phelps & Phillips, LLP

IOWA ATTORNEY GENERAL

Date: October 10, 2013



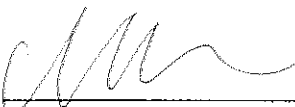
Steve St. Clair
Assistant Iowa Attorney General

ATTORNEYS FOR RESPONDENTS

Date: _____

Ronald R. Urbach
Davis & Gilbert, LLP

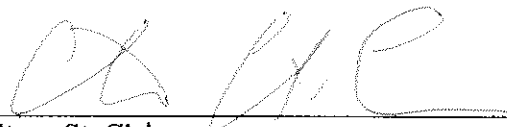
Date: _____



Clayton S. Friedman
Manatt, Phelps & Phillips, LLP

IOWA ATTORNEY GENERAL

Date: October 10, 2013



Steve St. Clair
Assistant Iowa Attorney General