

Form W-4 (2012)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2012 expires February 18, 2013. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends).

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity

income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2012. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. The IRS has created a page on www.irs.gov for information about Form W-4, at www.irs.gov/w4. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted on that page.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A _____
B	Enter "1" if: <ul style="list-style-type: none"> • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. 	B _____
C	Enter "1" for your spouse . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C _____
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D _____
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E _____
F	Enter "1" if you have at least \$1,900 of child or dependent care expenses for which you plan to claim a credit (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	F _____
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> • If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then less "1" if you have three to seven eligible children or less "2" if you have eight or more eligible children. • If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child 	G _____
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	H _____
	For accuracy, complete all worksheets that apply. <ul style="list-style-type: none"> • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. • If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$10,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below. 	

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <div style="font-size: 2em; font-weight: bold; text-align: center;">2012</div>
1 Your first name and middle initial	Last name	2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)	6 Additional amount, if any, you want withheld from each paycheck	5 _____ 6 \$ _____
7 I claim exemption from withholding for 2012, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶		7 _____
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ▶		Date ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)	9 Office code (optional)	10 Employer identification number (EIN)

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1	Enter an estimate of your 2012 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions	1	\$ _____
2	Enter: $\left\{ \begin{array}{l} \$11,900 \text{ if married filing jointly or qualifying widow(er)} \\ \$8,700 \text{ if head of household} \\ \$5,950 \text{ if single or married filing separately} \end{array} \right\}$	2	\$ _____
3	Subtract line 2 from line 1. If zero or less, enter “-0-”	3	\$ _____
4	Enter an estimate of your 2012 adjustments to income and any additional standard deduction (see Pub. 505)	4	\$ _____
5	Add lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2012 Form W-4</i> worksheet in Pub. 505.)	5	\$ _____
6	Enter an estimate of your 2012 nonwage income (such as dividends or interest)	6	\$ _____
7	Subtract line 6 from line 5. If zero or less, enter “-0-”	7	\$ _____
8	Divide the amount on line 7 by \$3,800 and enter the result here. Drop any fraction	8	_____
9	Enter the number from the Personal Allowances Worksheet , line H, page 1	9	_____
10	Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10	_____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1	Enter the number from line H, page 1 (or from line 10 above if you used the Deductions and Adjustments Worksheet)	1	_____
2	Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However , if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than “3”	2	_____
3	If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. Do not use the rest of this worksheet	3	_____
Note. If line 1 is less than line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.			
4	Enter the number from line 2 of this worksheet	4	_____
5	Enter the number from line 1 of this worksheet	5	_____
6	Subtract line 5 from line 4	6	_____
7	Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here	7	\$ _____
8	Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8	\$ _____
9	Divide line 8 by the number of pay periods remaining in 2012. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2011. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck	9	\$ _____

Table 1

Table 2

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$8,000	0	\$0 - \$70,000	\$570	\$0 - \$35,000	\$570
5,001 - 12,000	1	8,001 - 15,000	1	70,001 - 125,000	950	35,001 - 90,000	950
12,001 - 22,000	2	15,001 - 25,000	2	125,001 - 190,000	1,060	90,001 - 170,000	1,060
22,001 - 25,000	3	25,001 - 30,000	3	190,001 - 340,000	1,250	170,001 - 375,000	1,250
25,001 - 30,000	4	30,001 - 40,000	4	340,001 and over	1,330	375,001 and over	1,330
30,001 - 40,000	5	40,001 - 50,000	5				
40,001 - 48,000	6	50,001 - 65,000	6				
48,001 - 55,000	7	65,001 - 80,000	7				
55,001 - 65,000	8	80,001 - 95,000	8				
65,001 - 72,000	9	95,001 - 120,000	9				
72,001 - 85,000	10	120,001 and over	10				
85,001 - 97,000	11						
97,001 - 110,000	12						
110,001 - 120,000	13						
120,001 - 135,000	14						
135,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)
SELF-IDENTIFICATION FORM**

Qualified applicants are considered for employment without regard to race, religion, sex, national origin, age, marital status, sexual orientation, veteran status, disability, or other protected characteristic.

The employer is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.

This detachable form will be kept in a confidential file separate from your application for employment.

Name (Last, First, MI): _____

Street Address: _____

City, State, Zip Code: _____

Position Applied For: _____ Date Applied: _____

Gender Identification (check one)

Female Male

Race/Ethnic Identification (check one):

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

If you did not check "Hispanic or Latino" above, please select one of the following race/ethnic identifications.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above five races.

Decline self-identification

Applicant's Signature

Date

Applicant's Printed Name



SELF IDENTIFICATION FOR DISABLED INDIVIDUALS AND VETERANS

Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, require all government contractors and subcontractors to develop a program to take affirmative action in all employment practices in hiring qualified disabled individuals and veterans and to treat these individuals without discrimination based on their physical or mental disability.

We will continue our policies to make reasonable accommodations for disabled individuals and veterans in hiring, promotions, transfers, and other personnel actions. Accommodations such as modification of duties or activities will be considered to enable us to employ disabled individuals or veterans. If you are a disabled person, newly separated veteran, special disabled veteran, Vietnam era veteran, or any other eligible veteran and would like to be considered under the Affirmative Action Program, please let us know. Your response will be kept confidential and is requested to assist in our compliance with Federal Government regulations. Employees and applicants are protected from coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under the Acts.

I, _____, wish to voluntarily identify myself as:

_____ **Disabled Individual:** A disabled individual is a person who (1) has a physical or mental impairment that substantially limits one or more of such person's major life activities (2) has a record of such impairment or (3) is regarded as having such impairment. If you are a disabled person, you may be covered by provisions within the Americans with Disabilities Act of 1990 (ADA), which Nielsen supports.

_____ **Recently Separated Veteran:** A veteran who served on active duty in the U.S. military, ground, naval or air service during the one-year period beginning on the date of such veteran's discharge or release from active duty.

_____ **Vietnam Era Veteran:** A veteran who (A) served on active duty in the U.S. military, ground, naval or air service for a period of more than 180 days, and who was discharged or released there from with other than a dishonorable discharge if any part of such active duty was performed: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975, or (ii) between August 5, 1964 and May 7, 1975 in any other location; or (B) who was discharged or released from active duty in the U.S. military, ground, naval or air service for a service-connected disability, if any part of such active duty was performed: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975, or (ii) between August 5, 1964 and May 7, 1975 in any other location.

_____ **Armed Forces Service Medal Veterans** (veterans who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

_____ **Special Disabled Veteran:** (A) a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability (i) rated at 30% or more, or (ii) rated at 10 or 20% in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap; or (B) a person who was discharged or released from active duty because of a service-connected disability.

_____ **Other Protected Veteran:** A veteran who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized.

_____ **I choose not to provide this information**

(Signature)

(Date)



Personal Data Form

Date of Hire: _____	Business Unit: _____
First Name: _____ MI: _____	Last Name: _____
SS#: _____	Birth Date: _____

Personal Data:				
First Name	Last Name	Phone Number	Marital Status	
			Choose Status...	
Street Address		City	State	Zip

Emergency Contact:				
Name: _____		Relationship: _____		
Street Address: _____		City: _____	State: _____	Zip: _____
Home Phone: _____		Work Phone: _____	Cell Phone: _____	

Special Medical Alert: _____

In an effort to better measure our population's Military Service we ask you to voluntarily select one of the following:

- | | |
|---|---------------------------|
| _____ Former Military Service | _____ Inactive Service |
| _____ Active Ready Reserve (Guard or Reserve) | _____ No Military Service |

Employee Signature: _____ Date: _____



Direct Deposit Form - US

- Direct Deposit Form can be used to raise requests for adding a new bank account or making changes to an existing bank account or discontinue payment to a bank account. Please indicate your request type by checking the appropriate options provided under each Bank Account Type.
- Bank Account Type 1 is mandatory. Bank Account Type 2 & 3 are optional.
- As per Company Policy you are allowed up to three accounts only for direct deposit.
- ‘*’ Denotes mandatory fields.

**Provide reason for submitting manual form by selecting the appropriate checkbox below.
INABILITY TO PROVIDE REASON WILL RESULT IN REJECTION OF MANUAL FORM
 REQUEST BY NDPT.**

- No Portal Access (Network related Issues) – not able to access Nielsen Now, MSS/ESS at time of completing request.
- No Portal Access – No Business PC, Network ID or Email.
- Completing on behalf of Senior Leader, (Managing Director, SVP Level).
- Other: Please explain further.

Explanation for Other Reason:

Employee Information

Personnel Number (5 digit numeric Employee-ID) / Social Security Number *

First Name * Middle Name (Initials only) Last Name *

Effective Date of Change (DD/MMM/YYYY) * / MONTH /

DIRECT DEPOSIT INFORMATION: MUST ATTACH A VOIDED CHECK

Bank Account Type 1	Primary Bank (Mandatory)		
Request Type*	New		
Bank Key / Routing Number *		Bank Account Number *	
Payment Method *	T Direct Deposit / Bank Transfer	Account Type *	Choose Account Type

Will the entire net pay get deposited into the Primary Bank Account? Choose Yes/No
 If 'No' then provide details of Additional Bank Account in Bank Account Type 2 or Type 3 below.

Bank Account Type 2	Additional Bank		
Request Type*	Choose Request Type		
Bank Key / Routing Number *		Bank Account Number *	
Payment Method *	Choose Payment Method	Account Type *	Choose Account Type
Amount or % of salary to be deposited	Amount:		or
			%

Bank Account Type 3	Travel & Expenses		
Request Type*	Choose Request Type		
Bank Key / Routing Number *		Bank Account Number *	
Payment Method *	Choose Payment Method	Account Type *	Choose Account Type

Confidentiality Agreement and Assignment of Rights

In consideration of my employment and the compensation paid to me by **The Nielsen Company (US), LLC**, or any of its affiliated companies (hereinafter collectively "Nielsen"), I agree as follows:

1. During the term of my employment, I agree to devote my best efforts to the interest of Nielsen, and will not, during the term of this Agreement, undertake or engage in any other employment, occupation or business enterprise, other than ones in which I am a passive investor, which are either directly or indirectly related to my employment with Nielsen without prior written approval of an officer of Nielsen. I agree to observe any and all rules and regulations which the company may now or shall hereafter establish governing the conduct of its business or its employees.

2. I represent and warrant that my employment by Nielsen will not conflict with and will not be constrained by any prior employment or consulting agreement or relationship. I represent and warrant that I do not possess confidential information arising out of prior employment which will be useful in connection with my employment by Nielsen nor have I brought any documents or things to Nielsen from my previous employers. If I later find that confidential information belonging to any former employer might be useful in connection with Nielsen's business, I will not intentionally disclose to Nielsen or use on behalf of Nielsen any confidential information belonging to any of my former employers. However, during my employment by Nielsen I shall, in the performance of my duties, use all information which is generally known and used by persons with training and experience comparable to my own, and all information which is common knowledge in the industry or otherwise legally in the public domain.

3. I acknowledge that during the term of my employment I will have access to and become acquainted with various trade secrets and proprietary information that is or may be used in the present or future research, development, or operation of Nielsen's business Nielsen and which Nielsen desires or is obligated to keep confidential ("Confidential Information"). I acknowledge that such Confidential Information may be owned by Nielsen or owned or licensable by third parties that have disclosed it to Nielsen under limited license or other grant of right to Nielsen to use said Confidential Information. By way of example only, I understand that such third party disclosers include but are not limited to the present and prospective clients, cooperators, vendors, contractors, licensors, joint developers, and joint venture partners of Nielsen, or other third parties that disclose Confidential Information ("Disclosers") to Nielsen. A non-exhaustive list of examples of types of information that Nielsen or Disclosers may consider Confidential Information is attached hereto as Attachment A. Except as specifically required by my employment with Nielsen, I agree that I shall not allow access to, disclose or cause to be disclosed any of such Confidential Information, directly or indirectly, or use them in any way, either during the term of employment with Nielsen or at any time thereafter. All such Confidential Information shall be and remain the exclusive property of Nielsen or the Discloser thereof.

4. For the purpose of this agreement, Confidential Information shall include but not be limited to: company, industry, and product information and information disclosed to me or known by me as a consequence of or through my employment with Nielsen. By way of example only, this shall include information conceived, originated, discovered, or otherwise developed by me, which may or may not be generally known in the relevant industry. Such Confidential Information includes but is not limited to trade secrets, reports, publications, proposals, marketing and sales plans, prospective or current customer list, financial information, costs, pricing information, programs, plans, illustrations, software, designs of data and data bases, and all concepts or ideas in or reasonably related to the business of Nielsen or clients, cooperators, vendors, contractors, licensors, joint developers, and joint venture partners of Nielsen or their products, systems, processes and services including information relating to research, development, inventions, manufacture, purchasing, accounting, engineering, data base creation and processing, marketing, merchandising and selling. Such Confidential Information may be embodied in hard copy, software, computer readable form, or otherwise.

5. I understand that regardless of whether it is a primary objective of my employment with Nielsen, from time to time I may use my skill and ability to make new discoveries, or conceive or devise new ideas, techniques, processes, inventions, and improvements relating to current, planned or future Nielsen business activities including without limitation research or development, products, systems, services, methods, and related designs, articles or methods of manufacture, distribution or management

Confidentiality Agreement and Assignment of Rights

thereof (“Inventions”). I also understand that I may conceive, devise or otherwise develop such Inventions on Nielsen time and/or with company resources. I agree to disclose and submit to Nielsen for evaluation all such Inventions promptly after the discovery, conception, devise or development thereof. I further understand that in the course of my employment with Nielsen I may be assigned to or otherwise will develop works of authorship (including but not limited to reports, presentations, publications, proposals, plans, programs, plans, illustrations, software and the like) relating to such current, planned or future research or development, products, systems, services, methods or the like of Nielsen (“Developed Works”). I agree to assign, and by these presents do hereby assign and transfer, all of my entire right, title and interest in and to all such Inventions and Developed Works to Nielsen (or its designated affiliated company), its successors, assigns or nominees. Any inventions not discovered, conceived, devised or developed on Nielsen time and/or resources and not related to the aforementioned current, planned or future Nielsen research or development, products, systems, services, methods or the like, shall be my sole property. I agree to promptly inform the legal department of Nielsen of any such inventions that I believe are not Inventions. I have identified in Attachment B attached hereto all inventions I have discovered, conceived, devised or developed prior to the commencement of my employment with Nielsen and which I believe are not subject to the assignment of this Section 5.

I further agree to cooperate fully with and assist Nielsen in evaluating said Inventions and, should Nielsen so decide in its sole discretion, in applying for and preparing any patent applications, executing any assignment or other documents reasonably necessary to file said patent applications and/or record, perfect or maintain Nielsen’s sole and exclusive ownership of said Inventions, patent applications, and any patents that may issue there from anywhere in the world and all intellectual property rights embodied therein or associated with any of the foregoing.

6. Upon my termination, I shall return all copies and originals of any documents, reports, working papers or other documents which I have in my possession. During or after termination of my employment, I will not publish or cause to be published, release or cause to be released, or otherwise make available or cause to be made available to any third party any information describing any Confidential Information, report, service content, customer list or proprietary information of Nielsen or a client or cooperator of Nielsen without prior specific written authorization of Nielsen.

7. I understand that if there is a breach by me of any duty to Nielsen with respect to any Confidential Information, Developed Work or Invention, Nielsen may sustain irreparable injury and may not have an adequate remedy at law. As a result, I agree that, in the event of any breach of this Agreement, Nielsen may, in addition to any other remedies available to it, bring an action or actions for injunction, specific performance or both, and have entered a temporary restraining order, preliminary or permanent injunction, or order compelling specific performance, and if successful, seek reasonable attorney’s fees and costs.

8. This Agreement shall inure to the benefit of Nielsen, its successors and assigns, and shall supersede all other agreements, written and oral, between Nielsen and myself with respect to invention and confidential information. This Agreement may not be modified or terminated in whole or in part except in writing, signed by an officer of Nielsen.

9. Neither the waiver by Nielsen of any of its rights under this Agreement, nor the invalidity of any provision hereof, shall prevent Nielsen from enforcing any other provision or right created by this Agreement.

Confidentiality Agreement and Assignment of Rights

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York. If any provision of this agreement is declared void and unenforceable, such provision shall be deemed severed from the agreement and the balance of the agreement shall remain in full force and effect.

EMPLOYEE

Signature _____

Name _____

Date _____

Confidentiality Agreement and Assignment of Rights

ATTACHMENT A

The following is a list of examples of information considered Confidential by Nielsen, its clients, cooperators, vendors, contractors, licensors, joint developers, joint venture partners, or other third parties. This is not a comprehensive list.

Marketing and Sales Plans
Prospect Lists
Customer Lists
Cooperator Lists
Trade Payments
Financial Data including:
Cost Information
Pricing Information
Profit & Loss Statements
Budgets
New Business Proposals
Internal Business Plans
GSR Documents
Report Data
Data Base Designs
Software and Documentation,
including personal
computer software
Passwords
User Numbers
UPC Files
Confidential Client information such as:
Marketing Plans
Product R&D
Manufacturing Techniques
Confidential Cooperator information such as:
Store Movement Data
Merchandising Plans

Confidentiality Agreement and Assignment of Rights

Attachment B

Complete either A or B (but not both).

A. All inventions discovered, conceived, devised or developed by me (solely or jointly) prior to the commencement of my employment with Nielsen, are:

Title: _____

Document number, Patent Number, etc.: _____

Authors/inventors: _____

Assignee (if any): _____

Title: _____

Document number, Patent Number, etc.: _____

Authors/inventors: _____

Assignee (if any): _____

Title: _____

Document number, Patent Number, etc.: _____

Authors/inventors: _____

Assignee (if any): _____

Title: _____

Document number, Patent Number, etc.: _____

Authors/inventors: _____

Assignee (if any): _____

Title: _____

Document number, Patent Number, etc.: _____

Authors/inventors: _____

Assignee (if any): _____

B. *There are no* Inventions conceived by me (solely or jointly) prior to the commencement of my employment with Nielsen.

Initial: _____

Note: attach additional copies of this page if needed.