

## Compliance Certification

We warrant and represent that we have never taken and will never take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to (i) any person who engages in services for national or local governments; (ii) any person who engages in services for an agency or organization affiliated with a government entity; (iii) any person who engages in services for a public enterprise or state-owned entity; 1 (iv) any person who engages in public services for an international public organization; 2 (v) any political party, party official, or candidate for political office; or (vi) any person authorized by a government entity to exercise a public function -- all of the foregoing being referred to as "Public Officers"-- or to any other person while knowing that all or some portion of the money or value was or will be offered, given or promised to a Public Officer for the purposes of obtaining or retaining business or securing any improper advantage or influencing official action.

We agree that no part of the payments received by us from **Hitachi Systems India Pvt Ltd** will be used for any purpose which would cause a violation of laws, including, without limitation, the anti-bribery laws of any country or jurisdiction, by **Hitachi Systems India Pvt Ltd.**

We agree that we will conduct our business in compliance with laws, including, without limitation, the anti-bribery laws of any country or jurisdiction.

Furthermore, we warrant and represent that we have not, and will not, participate in other forms of misconduct, including, but not limited to, fraud, collusion, and coercion in connection with any transaction or matter associated with our relationship to **Hitachi Systems India Pvt Ltd.**

If we are found or reasonably suspected to be in breach of any of the certifications, **Hitachi Systems India Pvt Ltd** shall have the right to terminate the agreement immediately, unconditionally, and without penalty, upon serving us a written notice of termination, in addition to all other rights and remedies therein.

Date:

Signature:

Name & Designation:

Company Name: **Neilsen**

Company Stamp & address:

1. A "public enterprise" is any enterprise over which one or more governments exercise dominant influence either directly or indirectly:

2. An "international organization" is any organization comprised of one or more sovereign states, including the World Bank, the United Nations, and the Organization for Economic Cooperation and Development, as well as other similar bi-lateral and multi-lateral institutions.: