UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2020

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _______ to _______

Commission file number 001-35042

Nielsen Holdings plc
(Exact name of registrant as specified in its charter)

England and Wales	**98-1225347**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
85 Broad Street New York, New York 10004 (646) 654-5000	**Nielsen House John Smith Drive Oxford Oxfordshire, OX4 2WB United Kingdom +1 (646) 654-5000**

(Address of principal executive offices) (Zip Code) (Registrant's telephone numbers including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, par value €0.07 per share	**NLSN**	**New York Stock Exchange**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

There were 356,475,591 shares of the registrant's Common Stock outstanding as of March 31, 2020.

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PART I. FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements

Nielsen Holdings plc
Condensed Consolidated Statements of Operations (Unaudited)

(IN MILLIONS, EXCEPT SHARE AND PER SHARE DATA)	Three Months Ended March 31, 2020	2019
Revenues	$ 1,559	$ 1,563
Cost of revenues, exclusive of depreciation and amortization shown separately below	721	695
Selling, general and administrative expenses, exclusive of depreciation and amortization shown separately below	515	480
Depreciation and amortization	214	179
Restructuring charges	11	35
Operating income/(loss)	98	174
Interest income	1	2
Interest expense	(94)	(99)
Foreign currency exchange transaction gains/(losses), net	(6)	(3)
Other income/(expense), net	(1)	5
Income/(loss) from continuing operations before income taxes	(2)	79
Benefit/(provision) for income taxes	(11)	(32)
Net income/(loss)	(13)	47
Net income/(loss) attributable to noncontrolling interests	5	4
Net income/(loss) attributable to Nielsen shareholders	$ (18)	$ 43
Net income/(loss) per share of common stock, basic		
Net income/(loss) attributable to Nielsen shareholders	$ (0.05)	$ 0.12
Net income/(loss) per share of common stock, diluted		
Net income/(loss) attributable to Nielsen shareholders	$ (0.05)	$ 0.12
Weighted-average shares of common stock outstanding, basic	356,389,022	355,444,756
Dilutive shares of common stock	—	912,327
Weighted-average shares of common stock outstanding, diluted	356,389,022	356,357,083
Dividends declared per common share	$ 0.06	$ 0.35

The accompanying notes are an integral part of these condensed consolidated financial statements.

Nielsen Holdings plc
Condensed Consolidated Statements of Comprehensive Income/(Loss) (Unaudited)

(IN MILLIONS)	Three Months Ended March 31, 2020	2019
Net income/(loss)	$ (13)	$ 47
Other comprehensive income/(loss), net of tax		
Foreign currency translation adjustments [(1)]	(104)	11
Changes in the fair value of cash flow hedges [(2)]	(33)	(9)
Defined benefit pension plan adjustments [(3)]	4	4
Total other comprehensive income/(loss)	(133)	6
Total comprehensive income/(loss)	(146)	53
Less: comprehensive income/(loss) attributable to noncontrolling interests	(3)	4
Total comprehensive income/(loss) attributable to Nielsen shareholders	$ (143)	$ 49

(1) Net of tax of $(3) million and $(4) million for the three months ended March 31, 2020 and 2019, respectively
(2) Net of tax of $12 million and $3 million for the three months ended March 31, 2020 and 2019, respectively
(3) Net of tax of $(1) million for each of the three months ended March 31, 2020 and 2019

The accompanying notes are an integral part of these condensed consolidated financial statements.

Nielsen Holdings plc
Condensed Consolidated Balance Sheets

(IN MILLIONS, EXCEPT SHARE AND PER SHARE DATA)	March 31, 2020 (Unaudited)	December 31, 2019
Assets:		
Current assets		
Cash and cash equivalents	$ 359	$ 454
Trade and other receivables, net of allowances for doubtful accounts and sales returns of $34 and $28 as of March 31, 2020 and December 31, 2019, respectively	1,182	1,103
Prepaid expenses and other current assets	473	420
Total current assets	2,014	1,977
Non-current assets		
Property, plant and equipment, net	426	466
Operating lease right-of-use asset	378	393
Goodwill	5,979	5,993
Other intangible assets, net	4,806	4,881
Deferred tax assets	267	276
Other non-current assets	323	333
Total assets	$ 14,193	$ 14,319
Liabilities and equity:		
Current liabilities		
Accounts payable and other current liabilities	$ 1,077	$ 1,182
Deferred revenues	402	345
Income tax liabilities	35	60
Current portion of long-term debt, finance lease obligations and short-term borrowings	1,054	914
Total current liabilities	2,568	2,501
Non-current liabilities		
Long-term debt and finance lease obligations	7,359	7,395
Deferred tax liabilities	1,031	1,052
Operating lease liabilities	363	370
Other non-current liabilities	641	613
Total liabilities	11,962	11,931
Commitments and contingencies (Note 13)		
Equity:		
Nielsen shareholders' equity		
Common stock, €0.07 par value, 1,185,800,000 and 1,185,800,000 shares authorized; 356,487,712 and 356,158,879 shares issued and 356,475,591 and 356,149,883 shares outstanding at March 31, 2020 and December 31, 2019, respectively	32	32
Additional paid-in capital	4,370	4,378
Retained earnings/(accumulated deficit)	(1,228)	(1,210)
Accumulated other comprehensive loss, net of income taxes	(1,130)	(1,005)
Total Nielsen shareholders' equity	2,044	2,195
Noncontrolling interests	187	193
Total equity	2,231	2,388
Total liabilities and equity	$ 14,193	$ 14,319

The accompanying notes are an integral part of these condensed consolidated financial statements.

Nielsen Holdings plc
Condensed Consolidated Statements of Cash Flows (Unaudited)

(IN MILLIONS)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Operating Activities		
Net income/(loss)	$ (13)	$ 47
Adjustments to reconcile net income/(loss) to net cash provided by operating activities:		
Share-based compensation expense	16	15
Currency exchange rate differences on financial transactions and other (gains)/losses	7	(2)
Depreciation and amortization	214	179
Changes in operating assets and liabilities, net of effect of businesses acquired and divested:		
Trade and other receivables, net	(107)	(115)
Prepaid expenses and other assets	(13)	(50)
Accounts payable and other current liabilities and deferred revenues	(92)	(130)
Other non-current liabilities	(20)	(21)
Interest payable	44	44
Income taxes	(41)	(10)
Net cash provided by/(used in) operating activities	(5)	(43)
Investing Activities		
Acquisition of subsidiaries and affiliates, net of cash acquired	(27)	(59)
Additions to property, plant and equipment and other assets	(4)	(30)
Additions to intangible assets	(108)	(92)
Other investing activities	(3)	1
Net cash used in investing activities	(142)	(180)
Financing Activities		
Net borrowings under revolving credit facility	135	263
Repayment of debt	(14)	(14)
Cash dividends paid to shareholders	(21)	(124)
Activity from share-based compensation plans	(4)	(3)
Proceeds from employee stock purchase plan	1	1
Finance leases	(11)	(16)
Other financing activities	(4)	(3)
Net cash provided by/(used in) financing activities	82	104
Effect of exchange-rate changes on cash and cash equivalents	(30)	(3)
Net increase/(decrease) in cash and cash equivalents	(95)	(122)
Cash and cash equivalents at beginning of period	454	524
Cash and cash equivalents at end of period	$ 359	$ 402
Supplemental Cash Flow Information		
Cash paid for income taxes	$ (52)	$ (42)
Cash paid for interest, net of amounts capitalized	$ (50)	$ (55)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Nielsen Holdings plc
Condensed Consolidated Statements of Changes in Equity

(IN MILLIONS)	Common Stock	Additional Paid-in Capital	Retained Earnings (Accumulated) (Deficit)	Accumulated Other Comprehensive Income (Loss), Net: Currency Translation Adjustments	Cash Flow Hedges	Post Employment Benefits	Total Nielsen Shareholders' Equity	Noncontrolling Interests	Total Equity
Balance, December 31, 2019	$ 32	$ 4,378	$ (1,210)	$ (776)	$ (19)	$ (210)	$ 2,195	$ 193	$ 2,388
Net income/(loss)	—	—	(18)	—	—	—	(18)	5	(13)
Currency translation adjustments, net of tax of $(3)	—	—	—	(96)	—	—	(96)	(8)	(104)
Cash flow hedges, net of tax of $12	—	—	—	—	(33)	—	(33)	—	(33)
Unrealized gain on pension liability, net of tax of $(1)	—	—	—	—	—	4	4	—	4
Employee stock purchase plan	—	1	—	—	—	—	1	—	1
Dividends to shareholders	—	(21)	—	—	—	—	(21)	(3)	(24)
Common stock activity from share-based compensation plans	—	(4)	—	—	—	—	(4)	—	(4)
Share-based compensation expense	—	16	—	—	—	—	16	—	16
Balance, March 31, 2020	$ 32	$ 4,370	$ (1,228)	$ (872)	$ (52)	$ (206)	$ 2,044	$ 187	$ 2,231

The accompanying notes are an integral part of these condensed consolidated financial statements.

Condensed Consolidated Statements of Changes in Equity

(IN MILLIONS)	Common Stock	Additional Paid-in Capital	Retained Earnings (Accumulated) (Deficit)	Accumulated Other Comprehensive Income (Loss), Net: Currency Translation Adjustments	Cash Flow Hedges	Post Employment Benefits	Total Nielsen Shareholders' Equity	Noncontrolling Interests	Total Equity
Balance, December 31, 2018	$ 32	$ 4,720	$ (795)	$ (779)	$ 11	$ (342)	$ 2,847	$ 196	$ 3,043
Net income/(loss)	—	—	43	—	—	—	43	4	47
Currency translation adjustments, net of tax of $(4)	—	—	—	11	—	—	11	—	11
Cash flow hedges, net of tax of $3	—	—	—	—	(9)	—	(9)	—	(9)
Unrealized gain on pension liability, net of tax of $(1)	—	—	—	—	—	4	4	—	4
Employee stock purchase plan	—	1	—	—	—	—	1	—	1
Capital contribution by non-controlling partner	—	—	—	—	—	—	—	2	2
Dividends to shareholders	—	(124)	—	—	—	—	(124)	(3)	(127)
Common stock activity from share-based compensation plans	—	(3)	—	—	—	—	(3)	—	(3)
Share-based compensation expense	—	20	—	—	—	—	20	—	20
Balance, March 31, 2019	$ 32	$ 4,614	$ (752)	$ (768)	$ 2	$ (338)	$ 2,790	$ 199	$ 2,989

The accompanying notes are an integral part of these condensed consolidated financial statements.

Nielsen Holdings plc
Notes to Condensed Consolidated Financial Statements

1. Background and Basis of Presentation

Background

Nielsen Holdings plc ("Nielsen" or the "Company"), together with its subsidiaries, is a leading global measurement and data analytics company that provides the most complete and trusted view available of consumers and markets worldwide. The company's approach marries proprietary Nielsen data with other data sources to help clients around the world understand what's happening now, what's happening next, and how to best act on this knowledge.

Nielsen is divided into two business units: Nielsen Global Media ("Media") and Nielsen Global Connect ("Connect"). Media, the arbiter of truth for media markets, provides media and advertising clients with unbiased and reliable metrics that create the shared understanding of the industry required for markets to function. Media helps clients to define exactly who they want to reach, as well as optimize the outcomes they can achieve. The company's cross-platform measurement strategy brings together the best of TV and digital measurement to ensure a more functional marketplace for the industry.

Connect provides consumer packaged goods manufacturers and retailers with accurate, actionable information and a complete picture of the complex and changing marketplace that brands need to innovate and grow their businesses. Connect provides data and builds tools that use predictive models to turn observations in the marketplace into business decisions and winning solutions. The business's data and insights, combined with the only open, cloud native measurement and analytics platform that democratizes the power of data, continue to provide an essential foundation that makes markets possible in the rapidly evolving world of commerce.

On November 7, 2019, Nielsen announced its plan to spin-off the company's Global Connect business, creating two independent, publicly traded companies -- the Global Media business and the Global Connect business.

Nielsen has operations in over 100 countries, with its registered office is located in Oxford, the United Kingdom and its headquarters is located in New York, United States.

Basis of Presentation

The accompanying condensed consolidated financial statements are unaudited but, in the opinion of management, contain all the adjustments (consisting of those of a normal recurring nature) considered necessary to present fairly the Company's financial position and the results of operations and cash flows for the periods presented in conformity with accounting principles generally accepted in the United States ("U.S. GAAP") applicable to interim periods. For a more complete discussion of significant accounting policies, commitments and contingencies and certain other information, refer to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2019. All amounts are presented in U.S. Dollars ("$"), except for share data or where expressly stated as being in other currencies, e.g., Euros ("€"). The condensed consolidated financial statements include the accounts of Nielsen and all subsidiaries and other controlled entities. The Company has evaluated events occurring subsequent to March 31, 2020 for potential recognition or disclosure in the condensed consolidated financial statements and concluded there were no subsequent events that required recognition or disclosure other than those provided.

Earnings per Share

Basic net income per share is computed using the weighted-average number of shares of common stock outstanding during the period. Diluted net income per share is computed using the weighted-average number of shares of common stock and dilutive potential shares of common stock outstanding during the period. Dilutive potential shares of common stock primarily consist of employee stock options and restricted stock units.

The effect of 9,432,848 and 4,446,733 shares of common stock underlying outstanding equity awards under Nielsen's stock compensation plans were excluded from the calculation of diluted earnings per share for the three months ended March 31, 2020 and 2019, respectively, as such shares would have been anti-dilutive.

Accounts Receivable

The Company extends non-interest bearing trade credit to its customers in the ordinary course of business. To minimize credit risk, ongoing credit evaluations of client's financial condition are performed. Effective January 1, 2020, the Company adopted ASU, "Financial Instruments – Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments". Prior to the adoption, an estimate of the allowance for doubtful accounts was made when collection of the full amount was no longer probable (incurred loss) or returns were expected. Subsequent to the adoption, as noted in Note 2, the allowance for doubtful accounts is made when collection of the full amounts is no longer probable by also incorporating reasonable and supportable forecasts (expected loss).

During the three months ended March 31, 2020, Nielsen sold $59 million of accounts receivable to third parties and recorded an immaterial loss on the sale to interest expense, net in the condensed consolidated statement of operations. As of March 31, 2020 and December 31, 2019, $30 million and $85 million of previously sold receivables, respectively, remained outstanding. The sales were accounted for as true sales, without recourse. Nielsen maintains servicing responsibilities for the majority of the receivables sold during the period, for which the related costs are not significant. The proceeds of $59 million from the sales were reported as a component of the changes in trade and other receivables, net within operating activities in the condensed consolidated statement of cash flows.

2. Summary of Recent Accounting Pronouncements

Financial Instruments – Credit Losses

Effective January 1, 2020, the Company adopted ASU, "Financial Instruments – Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments". The standard significantly changes how entities measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The standard replaced the "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. For available-for-sale debt securities, entities are required to record allowances rather than reduce the carrying amount under the other-than-temporary impairment model. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. Upon adoption, this new standard did not have a significant impact on Nielsen's consolidated balance sheets and statements of operations.

Compensation-Retirement Benefits-Defined Benefit Plans-General

In August 2018, the FASB issued ASU No. 2018-14, Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20), which amends the current disclosure requirements regarding defined benefit pensions and other post retirement plans, and allows for the removal of certain disclosures, while adding certain new disclosure requirements. This standard is effective for fiscal years beginning after December 15, 2020 and allows for early adoption. Nielsen does not expect this new standard to have a significant impact on its disclosures.

Income Taxes (Topic 740): Simplifying the Accounting for Income taxes

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes which amends and aims to simplify accounting disclosure requirements regarding a number of topics including: intraperiod tax allocation, accounting for deferred taxes when there are changes in consolidation of certain investments, tax basis step up in an acquisition and the application of effective rate changes during interim periods, amongst other improvements. This standard is effective for fiscal years beginning after December 15, 2020 and allows for early adoption. Nielsen is assessing the impact of this new standard on its consolidated balance sheets, statements of operations and its future disclosures.

Reference Rate Reform-Facilitation of the Effects of Reference Rate Reform on Financial Reporting

On March 12, 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update (ASU) 2020-04, Reference Rate Reform ("ASC 848"): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. ASC 848 contains optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform. The provisions of ASC 848 must be applied at a Topic, Subtopic or Industry Subtopic for all transactions other than derivatives, which may be applied at a hedging relationship level.

3. Revenue Recognition

Revenue is measured based on the consideration specified in a contract with a customer. The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service to a customer, which generally occurs over time. Substantially all of the Company's customer contracts are non-cancelable and non-refundable.

The following is a description of principal activities, by reportable segment, from which the Company generates its revenues.

Revenue from the Connect segment consists primarily of measurement services, which include the Company’s core tracking and scan data (primarily transactional measurement data and consumer behavior information) to businesses in the consumer packaged goods industry. Nielsen’s data is used by its clients to measure their market share, tracking billions of sales transactions per month in retail outlets around the world. Revenues for these services are recognized over the period during which the performance obligations are satisfied as the customer receives and consumes the benefits provided by the Company and control of the services are transferred to the customer.

The Company also provides consumer intelligence and analytical services that help clients make smarter business decisions throughout their product development and marketing cycles. The Company’s performance under these arrangements do not create an asset with an alternative use to the company and generally include an enforceable right to payment for performance completed to date, as such, revenue for these services is typically recognized over time. Revenue for contracts that do not include an enforceable right to payment for performance completed to date is recognized at a point in time when the performance obligation is satisfied, generally upon delivery of the services, and when control of the service is transferred to the customer.

Revenue from Nielsen’s Media segment is primarily generated from television, radio, digital and mobile audience measurement services and analytics which are used by the Company’s media clients to establish the value of airtime and more effectively schedule and promote their programming and the Company’s advertising clients to plan and optimize their spending. As the customer simultaneously receives and consumes the benefits provided by the Company’s performance, revenues for these services are recognized over the period during which the performance obligations are satisfied and control of the service is transferred to the customer.

The Company enters into cooperation arrangements with certain customers, under which the customer provides Nielsen with its data in exchange for Nielsen’s services. Nielsen records these transactions at fair value, which is determined based on the fair value of goods or services received, if reasonably estimable. If not reasonably estimable, the Company considers the fair value of the goods or services surrendered.

The table below sets forth the Company’s revenue disaggregated within each segment by major product offerings and timing of revenue recognition.

(IN MILLIONS) (UNAUDITED)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Connect Segment		
Measurement	$ 510	$ 539
Predict/Activate	207	198
Connect	**$ 717**	**$ 737**
Media Segment		
Audience Measurement	$ 615	$ 605
Planning/Optimization	227	221
Media	**$ 842**	**$ 826**
Total	**$ 1,559**	**$ 1,563**
Timing of revenue recognition		
Products transferred at a point in time	$ 137	$ 131
Products and services transferred over time	1,422	1,432
Total	**$ 1,559**	**$ 1,563**

Contract Assets and Liabilities

Contract assets represent the Company’s rights to consideration in exchange for services transferred to a customer that have not been billed as of the reporting date. While the Company’s rights to consideration are generally unconditional at the time its performance obligations are satisfied, under certain circumstances the related billing occurs in arrears, generally within one month of the services being rendered.

At the inception of a contract, the Company generally expects the period between when it transfers its services to its customers and when the customer pays for such services will be one year or less.

Contract liabilities relate to advance consideration received or the right to consideration that is unconditional from customers for which revenue is recognized when the performance obligation is satisfied and control transferred to the customer.

The table below sets forth the Company's contract assets and contract liabilities from contracts with customers.

(IN MILLIONS)	March 31, 2020	December 31, 2019
Contract assets	$ 265	$ 218
Contract liabilities	$ 402	$ 346

The increase in the contract assets balance during the period was primarily due to $208 million of revenue recognized that was not billed, in accordance with the terms of the contracts, as of March 31, 2020, offset by $155 million of contract assets included in the December 31, 2019 balance that were invoiced to our clients and therefore transferred to trade receivables.

The increase in the contract liability balance during the period is primarily due to $278 million of advance consideration received or the right to consideration that is unconditional from customers for which revenue was not recognized during the period, offset by $217 million of revenue recognized that was included in the December 31, 2019 contract liability balance.

Transaction Price Allocated to the Remaining Performance Obligations

As of March 31, 2020, approximately $8.2 billion of revenue is expected to be recognized from remaining performance obligations that are unsatisfied (or partially unsatisfied) for our services. This amount excludes variable consideration allocated to performance obligations related to sales and usage based royalties on licenses of intellectual property.

The Company expects to recognize revenue on approximately 70% of these remaining performance obligations through December 31, 2021, with the balance recognized thereafter.

Deferred Costs

Incremental direct costs incurred to build the infrastructure to service new contracts are capitalized as a contract cost. As of March 31, 2020 and December 31, 2019, the balances of such capitalized costs were $10 million and $11 million, respectively. These costs are typically amortized through cost of revenues over the original contract period beginning when the infrastructure to service new clients is ready for its intended use. The amortization of these costs for the three months ended March 31, 2020 and March 31, 2019 was $1 million and $2 million, respectively. There was no impairment loss recorded in any of the periods presented.

Expected Credit Losses

Nielsen is required to measure expected credit losses on trade accounts receivable. Nielsen considered the asset's contractual life, the risk of loss and reasonable and supportable forecasts of future economic conditions. The estimate of expected credit losses reflects the risk of loss, even if management believes no loss was incurred as of the measurement date.

The following schedule represents the allowance for doubtful accounts rollforward incorporating expected credit losses as of March 31, 2020.

(IN MILLIONS)	Balance Beginning of Period	Charges to Expense	Deductions	Effect of Foreign Currency Translation	Balance at End of Period
Allowance for accounts receivable					
For the three months ended March 31, 2020	$ 12	$ 2	$ (2)	$ (1)	$ 11

4. Business Acquisitions

Acquisitions

For the three months ended March 31, 2020, Nielsen paid cash consideration of $27 million associated with a current period acquisition, net of cash acquired. Had this 2020 acquisition occurred as of January 1, 2020, the impact on Nielsen's consolidated results of operations would not have been material.

For the three months ended March 31, 2019, Nielsen paid cash consideration of $59 million associated with both current period and previously executed acquisitions, net of cash acquired. Had these 2019 acquisitions occurred as of January 1, 2019, the impact on Nielsen's consolidated results of operations would not have been material.

5. Leases

All significant lease arrangements are generally recognized at lease commencement. Operating lease right-of-use ("ROU") assets and lease liabilities are recognized at commencement. An ROU asset and corresponding lease liability are not recorded for leases with an initial term of 12 months or less (short term leases) and Nielsen recognizes lease expense for these leases as incurred over the lease term. ROU assets represent the Company's right to use an underlying asset during the reasonably certain lease term and lease liabilities represent its obligation to make lease payments arising from the lease. Nielsen's lease terms may include options to extend or terminate the lease when it is reasonably certain that Nielsen will exercise that option. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Nielsen uses the rate implicit in the lease for the discount rate when determining the present value of lease payments whenever that rate is readily determinable. If the rate is not readily determinable, Nielsen uses its incremental borrowing rate, which is updated periodically, based on the information available at commencement date. The operating lease ROU asset also includes any lease payments related to initial direct cost and prepayments and excludes lease incentives. Lease expense is recognized on a straight-line basis over the lease term. Nielsen has lease agreements with lease and non-lease components, which are generally accounted for together.

Nielsen has operating and finance leases for real estate facilities, servers, computer hardware, and other equipment. Nielsen's leases have remaining lease terms of 1 year to 30 years, some of which include options to extend the leases for up to 5 years, and some of which include options to terminate the leases within 1 year.

The components of lease expense were as follows:

	Three Months Ended March 31,	
(in millions)	**2020**	**2019**
Lease cost		
Finance lease cost:		
Amortization of right-of-use assets	$ 17	$ 12
Interest on lease liabilities	2	2
Total finance lease cost	19	14
Operating lease cost	31	22
Short-term lease cost	2	-
Sublease income	(1)	(1)
Total lease cost	$ 51	$ 35

Supplemental balance sheet information related to leases was as follows:

(in millions, except lease term and discount rate)		March 31, 2020		December 31, 2019
Operating leases				
Operating lease right-of-use assets	$	378	$	393
Other current liabilities		105		110
Operating lease liabilities		364		370
Total operating lease liabilities	$	469	$	480
Finance leases				
Property, plant and equipment, gross	$	390	$	393
Accumulated depreciation		(224)		(213)
Property, plant and equipment, net		166		180
Other intangible assets, gross		23		24
Accumulated amortization		(15)		(13)
Other intangible assets, net		8		11
Accounts payable and other current liabilities		52		53
Long-term debt and capital lease obligations		84		92
Total finance lease liabilities	$	136	$	145

	Three Months Ended March 31,	
Other information	**2020**	**2019**
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from finance leases	(2)	(2)
Operating cash flows from operating leases	(32)	(28)
Financing cash flows from finance leases	(11)	(16)
Right-of-use assets obtained in exchange for new finance lease liabilities	2	8
Right-of-use assets obtained in exchange for new operating lease liabilities	23	30
Weighted-average remaining lease term--finance leases	4 years	4 years
Weighted-average remaining lease term--operating leases	8 years	10 years
Weighted-average discount rate--finance leases	6.07%	4.58%
Weighted-average discount rate--operating leases	4.14%	4.55%

Annual maturities of Nielsen’s lease liabilities are as follows:

(in millions)		Operating Leases		Finance Leases
For April 1, 2020 to December 31, 2020	$	93	$	43
2021		96		42
2022		77		29
2023		56		20
2024		41		12
2025		29		4
Thereafter		158		5
Total lease payments		550		155
Less imputed interest		(81)		(19)
Total	S	469	$	136

6. Goodwill and Other Intangible Assets

Goodwill

Despite the excess fair value identified in our 2019 impairment assessment, we determined that the significant decline in Nielsen's market capitalization and impacts of the COVID-19 pandemic indicate that there was a triggering event for an interim assessment. We reviewed our previous forecasts and assumptions based on our current projections that are subject to various risks and uncertainties, including: forecasted revenues, expenses and cash flows, including the duration and extent of impact to our business from the COVID-19 pandemic, current discount rates, the reduction in Nielsen's market capitalization, and observable market transactions.

Based on our interim impairment assessment as of March 31, 2020, we have determined that the estimated fair values of the reporting units exceeded their carrying values (including goodwill), thus no impairment was recorded. Nielsen will continue to closely evaluate and report on any indicators of future impairments.

The table below summarizes the changes in the carrying amount of goodwill by reportable segment for the three months ended March 31, 2020.

(IN MILLIONS)	Connect	Media	Total
Balance, December 31, 2019	$ 331	$ 5,662	$ 5,993
Acquisitions, divestitures and other adjustments	21	—	21
Effect of foreign currency translation	(14)	(21)	(35)
Balance, March 31, 2020	$ 338	$ 5,641	$ 5,979

At March 31, 2020, $42 million of the goodwill is expected to be deductible for income tax purposes.

Other Intangible Assets

	Gross Amounts		Accumulated Amortization	
(IN MILLIONS)	March 31, 2020	December 31, 2019	March 31, 2020	December 31, 2019
Indefinite-lived intangibles:				
Trade names and trademarks	$ 1,921	$ 1,921	$ —	$ —
Amortized intangibles:				
Trade names and trademarks	144	144	(110)	(109)
Customer-related intangibles	3,144	3,153	(1,809)	(1,764)
Covenants-not-to-compete	37	37	(36)	(36)
Content databases	168	168	(43)	(40)
Computer software	2,732	2,626	(1,381)	(1,260)
Patents and other	183	182	(144)	(141)
Total	$ 6,408	$ 6,310	$ (3,523)	$ (3,350)

During the first quarter of 2020, Nielsen concluded that there was a triggering event for an interim assessment of the indefinite-lived intangibles. Nielsen performed the interim assessment of the trade names and trademarks and concluded that the estimated fair values exceeded their carrying values. One of the indefinite-lived intangible assets had a fair value that exceeded its carrying value by less than 5%. Nielsen will continue to closely evaluate and report on any indicators of future impairments.

Amortization expense associated with the above intangible assets was $168 million and $138 million for the three months ended March 31, 2020 and 2019, respectively. These amounts included amortization expense associated with computer software of $121 million and $87 million for the three months ended March 31, 2020 and 2019, respectively.

At March 31, 2020, the net book value of purchased software and internally developed software was $30 million and $1,321 million, respectively.

7. Changes in and Reclassification out of Accumulated Other Comprehensive Income/(Loss) by Component

The table below summarizes the changes in accumulated other comprehensive income/(loss), net of tax, by component for the three months ended March 31, 2020 and 2019.

(IN MILLIONS)	Currency Translation Adjustments	Cash Flow Hedges	Post-Employment Benefits	Total
Balance December 31, 2019	$ (776)	$ (19)	$ (210)	$ (1,005)
Other comprehensive income/(loss) before reclassifications	(104)	(34)	1	(137)
Amounts reclassified from accumulated other comprehensive (income)/loss	—	1	3	4
Net current period other comprehensive income/(loss)	(104)	(33)	4	(133)
Net current period other comprehensive income/(loss) attributable to noncontrolling interest	(8)	—	—	(8)
Net current period other comprehensive income/(loss) attributable to Nielsen shareholders	(96)	(33)	4	(125)
Balance March 31, 2020	$ (872)	$ (52)	$ (206)	$ (1,130)

(IN MILLIONS)	Currency Translation Adjustments	Cash Flow Hedges	Post-Employment Benefits	Total
Balance December 31, 2018	$ (779)	$ 11	$ (342)	$ (1,110)
Other comprehensive income/(loss) before reclassifications	11	(6)	2	7
Amounts reclassified from accumulated other comprehensive income/(loss)	—	(3)	2	(1)
Net current period other comprehensive income/(loss) attributable to Nielsen shareholders	11	(9)	4	6
Balance March 31, 2019	$ (768)	$ 2	$ (338)	$ (1,104)

The table below summarizes the reclassification of accumulated other comprehensive loss by component for the three months ended March 31, 2020 and 2019, respectively.

(IN MILLIONS) Details about Accumulated Other Comprehensive Income components	Amount Reclassified from Accumulated Other Comprehensive Loss/(Income) Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	Affected Line Item in the Condensed Consolidated Statement of Operations
Cash flow hedges			
Interest rate contracts	$ 2	$ (4)	Interest (income)/expense
	(1)	1	(Benefit)/provision for income taxes
	$ 1	$ (3)	Total, net of tax
Amortization of Post-Employment Benefits			
Actuarial loss	$ 4	$ 3	(a)
	(1)	(1)	(Benefit)/provision for income taxes
	$ 3	$ 2	Total, net of tax
Total reclassification for the period	$ 4	$ (1)	Net of tax

(a) This accumulated other comprehensive loss component is included in the computation of net periodic pension cost.

8. Restructuring Activities

Productivity Initiatives

Restructuring charges are primarily related to programs associated with Nielsen's plans to reduce selling, general and administrative expenses, consolidate operating centers, as well as automation initiatives. These charges primarily relate to employee separation packages. The amounts are calculated based on salary levels and past service periods. Severance costs are generally charged to earnings when planned employee terminations are approved.

A summary of the changes in the liabilities for restructuring activities is provided below:

(IN MILLIONS)	Total Initiatives
Balance at December 31, 2019	$ 35
Charges (1)	8
Payments	(17)
Effect of foreign currency translation and other adjustments	1
Balance at March 31, 2020	$ 27

(1) Excludes charges related to operating lease right-of-use assets of $3 million.

Nielsen recorded $11 million and $35 million in restructuring charges primarily relating to the productivity initiatives referenced above for the three months ended March 31, 2020 and 2019, respectively.

Of the $27 million in remaining liabilities for restructuring actions at March 31, 2020, $22 million is expected to be paid within one year and is classified as a current liability within the condensed consolidated balance sheet as of March 31, 2020.

9. Fair Value Measurements

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value, the Company considers the principal or most advantageous market in which the Company would transact, and also considers assumptions that market participants would use when pricing the asset or liability, such as inherent risk, transfer restrictions, and risk of non-performance.

There are three levels of inputs that may be used to measure fair value:

Level 1: Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2: Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3: Pricing inputs that are generally unobservable and may not be corroborated by market data.

Financial Assets and Liabilities Measured on a Recurring Basis

The Company's financial assets and liabilities are measured and recorded at fair value, except for equity method investments and long-term debt. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurements. The Company's assessment of the significance of a particular input to the fair value measurements requires judgment, and may affect the valuation of the assets and liabilities being measured and their placement within the fair value hierarchy. In addition, the Company records changes in the fair value of equity investments with readily determinable fair values in net income rather than in accumulated other comprehensive income/(loss). Investments that do not have readily determinable fair values are recognized at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. The adjustments related to the observable price changes will also be recognized in net income.

The following table summarizes the valuation of the Company's material financial assets and liabilities measured at fair value on a recurring basis as of March 31, 2020 and December 31, 2019:

(IN MILLIONS)	March 31, 2020	Level 1	Level 2	Level 3
Assets:				
Plan assets for deferred compensation (1)	25	25	—	—
Investment in mutual funds (2)	2	2	—	—
Interest rate swap arrangements (3)	—	—	—	—
Total	$ 27	$ 27	$ —	—
Liabilities:				
Interest rate swap arrangements (3)	$ 68	—	$ 68	—
Deferred compensation liabilities (4)	25	25	—	—
Total	$ 93	$ 25	$ 68	—

	December 31, 2019	Level 1	Level 2	Level 3
Assets:				
Plan assets for deferred compensation (1)	26	26	—	—
Investment in mutual funds (2)	2	2	—	—
Interest rate swap arrangements (3)	—	—	—	—
Total	$ 28	$ 28	—	—
Liabilities:				
Interest rate swap arrangements (3)	$ 22	—	$ 22	—
Deferred compensation liabilities (4)	26	26	—	—
Total	$ 48	$ 26	$ 22	—

(1) Plan assets are comprised of investments in mutual funds, which are intended to fund liabilities arising from deferred compensation plans. These investments are carried at fair value, which is based on quoted market prices at period end in active markets. These investments are classified as equity securities with any gains or losses resulting from changes in fair value recorded in other income/(expense), net in the consolidated statement of operations.

(2) Investments in mutual funds are money-market accounts held with the intention of funding certain specific retirement plans.

(3) Derivative financial instruments include interest rate swap arrangements recorded at fair value based on externally-developed valuation models that use readily observable market parameters and the consideration of counterparty risk.

(4) The Company offers certain employees the opportunity to participate in a deferred compensation plan. A participant's deferrals are invested in a variety of participant directed stock and bond mutual funds and are classified as equity securities. Changes in the fair value of these securities are measured using quoted prices in active markets based on the market price per unit multiplied by the number of units held exclusive of any transaction costs. A corresponding adjustment for changes in fair value of the equity securities is also reflected in the changes in fair value of the deferred compensation obligation.

Derivative Financial Instruments

Nielsen primarily uses interest rate swap derivative instruments to manage the risk that changes in interest rates will affect the cash flows of its underlying debt obligations.

To qualify for hedge accounting, the hedging relationship must meet several conditions with respect to documentation, probability of occurrence, hedge effectiveness and reliability of measurement. Nielsen documents the relationship between hedging instruments and hedged items, as well as its risk management objective and strategy for undertaking various hedge transactions as well as the hedge effectiveness assessment, both at the hedge inception and on an ongoing basis. Nielsen recognizes all derivatives at fair value either as assets or liabilities in the consolidated balance sheets and changes in the fair values of such instruments are recognized currently in earnings unless specific hedge accounting criteria are met. If specific cash flow hedge accounting criteria are met, Nielsen recognizes the changes in fair value of these instruments in accumulated other comprehensive income/(loss).

Nielsen manages exposure to possible defaults on derivative financial instruments by monitoring the concentration of risk that Nielsen has with any individual bank and through the use of minimum credit quality standards for all counterparties. Nielsen does not require collateral or other security in relation to derivative financial instruments. A derivative contract entered into between Nielsen or certain of its subsidiaries and a counterparty that was also a lender under Nielsen's senior secured credit facilities at the time the derivative contract was entered into is guaranteed under the senior secured credit facilities by Nielsen and certain of its subsidiaries (see Note 10 – ("Long-term Debt and Other Financing Arrangements") for more information). Since it is Nielsen's policy to only enter into derivative contracts with banks of internationally acknowledged standing, Nielsen considers the counterparty risk to be remote.

It is Nielsen's policy to have an International Swaps and Derivatives Association ("ISDA") Master Agreement established with every bank with which it has entered into any derivative contract. Under each of these ISDA Master Agreements, Nielsen agrees to settle only the net amount of the combined market values of all derivative contracts outstanding with any one counterparty should that counterparty default. Certain of the ISDA Master Agreements contain cross-default provisions where if the Company either defaults in payment obligations under its credit facility or if such obligations are accelerated by the lenders, then the Company could also be declared in default on its derivative obligations. At March 31, 2020, Nielsen had no material exposure to potential economic losses due to counterparty credit default risk or cross-default risk on its derivative financial instruments.

Foreign Currency Exchange Risk

For the three months ended March 31, 2020 and 2019, Nielsen recorded a net loss of $3 million and a net gain of $1 million, respectively, associated with foreign currency derivative financial instruments within foreign currency exchange transactions losses, net in its condensed consolidated statements of operations. As of March 31, 2020 and December 31, 2019 the notional amount of the outstanding foreign currency derivative financial instruments were $100 million and $125 million, respectively.

Interest Rate Risk

Nielsen is exposed to cash flow interest rate risk on the floating-rate U.S. Dollar and Euro Term Loans, and uses floating-to-fixed interest rate swaps to hedge this exposure. For these derivatives, Nielsen reports the after-tax gain or loss from the effective portion of the hedge as a component of accumulated other comprehensive income/(loss) and reclassifies it into earnings in the same period or periods in which the hedged transaction affects earnings, and within the same income statement line item as the impact of the hedged transaction.

As of March 31, 2020 the Company had the following outstanding interest rate swaps utilized in the management of its interest rate risk:

	Notional Amount	Maturity Date	Currency
Interest rate swaps designated as hedging instruments			
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	July 2020	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	July 2020	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	October 2020	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	October 2021	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	July 2022	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 150,000,000	April 2023	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	May 2023	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 250,000,000	June 2023	U.S. Dollar
US Dollar term loan floating-to-fixed rate swaps	$ 150,000,000	July 2023	U.S. Dollar

The effect of cash flow hedge accounting on the condensed consolidated statement of operations for the three months ended March 31, 2020 and 2019 respectively is as follows:

	Interest Expense	
	Three Months Ended March 31,	
(IN MILLIONS)	2020	2019
Interest expense (Location in the consolidated statement of operations in which the effects of cash flow hedges are recorded)	$ 94	$ 99
Amount of gain/(loss) reclassified from accumulated other comprehensive income into income, net of tax	$ (1)	$ 3
Amount of loss reclassified from accumulated other comprehensive income into income as a result that a forecasted transaction is no longer probable of occurring, net of tax	$ —	$ —

Nielsen expects to recognize approximately $26 million of net pre-tax losses from accumulated other comprehensive loss to interest expense in the next 12 months associated with its interest-related derivative financial instruments.

Fair Values of Derivative Instruments in the Consolidated Balance Sheets

The fair values of the Company's derivative instruments as of March 31, 2020 and December 31, 2019 were as follows:

	March 31, 2020			December 31, 2019		
Derivatives Designated as Hedging Instruments (IN MILLIONS)	Prepaid Expense and Other Current Assets	Other Current Liabilities	Other Non-Current Liabilities	Prepaid Expense and Other Current Assets	Other Current Liabilities	Other Non-Current Liabilities
Interest rate swaps	$ —	$ 3	$ 65	$ —	$ —	$ 22

Derivatives in Cash Flow Hedging Relationships

The pre-tax effect of derivative instruments in cash flow hedging relationships for the three months ended March 31, 2020 and 2019 was as follows:

Derivatives in Cash Flow Hedging Relationships	Amount of (Gain)/Loss Recognized in OCI (Effective Portion) Three Months Ended March 31,		Location of (Gain)/ Loss Reclassified from AOCI into Income (Effective Portion)	Amount of (Gain)/Loss Reclassified from AOCI into Income (Effective Portion) Three Months Ended March 31,	
(IN MILLIONS)	2020	2019		2020	2019
Interest rate swaps	$ 47	$ 8	Interest expense	$ 2	$ (4)

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

The Company is required, on a nonrecurring basis, to adjust the carrying value for certain assets using fair value measurements. The Company's equity method investments, and non-financial assets, such as goodwill, intangible assets, and property, plant and equipment, are measured at fair value when there is an indicator of impairment and recorded at fair value only when an impairment charge is recognized.

The Company did not measure any material non-financial assets or liabilities at fair value during the three months ended March 31, 2020.

10. Long-term Debt and Other Financing Arrangements

Unless otherwise stated, interest rates are as of March 31, 2020.

Annual maturities of Nielsen's long-term debt are as follows:

	March 31, 2020			December 31, 2019		
(IN MILLIONS)	Weighted Interest Rate	Carrying Amount	Fair Value	Weighted Interest Rate	Carrying Amount	Fair Value
$1,125 million Senior secured term loan (LIBOR based variable rate of 2.76%) due 2023		$ 1,079	1,018		$ 1,086	1,079
$2,303 million Senior secured term loan (LIBOR based variable rate of 3.01%) due 2023		2,258	2,081		2,263	2,273
€545 million Senior secured term loan (Euro LIBOR based variable rate of 2.50%) due 2023		592	575		603	606
$850 million senior secured revolving credit facility (Euro LIBOR or LIBOR based variable rate) due 2023		135	125		—	—
Total senior secured credit facilities (with weighted-average interest rate)	**2.91%**	**4,064**	**3,799**	**3.52%**	**3,952**	**3,958**
$800 million 4.50% senior debenture loan due 2020		799	783		799	802
$625 million 5.50% senior debenture loan due 2021		623	613		622	629
$2,300 million 5.00% senior debenture loan due 2022		2,294	2,159		2,293	2,312
$500 million 5.00% senior debenture loan due 2025		497	468		497	516
Total debenture loans (with weighted-average interest rate)	**5.22%**	**4,213**	**4,023**	**5.22%**	**4,211**	**4,259**
Other loans		—	—		1	1
Total long-term debt	**4.09%**	**8,277**	**7,822**	**4.40%**	**8,164**	**8,218**
Finance lease and other financing obligations		136			145	
Total debt and other financing arrangements		**8,413**			**8,309**	
Less: Current portion of long-term debt, finance lease and other financing obligations and other short-term borrowings		1,054			914	
Non-current portion of long-term debt and finance lease and other financing obligations		**$ 7,359**			**$ 7,395**	

The fair value of the Company's long-term debt instruments was based on the yield on public debt where available or current borrowing rates available for financings with similar terms and maturities and such fair value measurements are considered Level 1 or Level 2 in nature, respectively.

The Company's $800 million 4.50% senior debenture loan matures in October 2020 and, as of March 31, 2020, there was approximately $817 million of outstanding principal and interest payable thereunder. The Company believes that it is probable that it will be able to refinance this debt prior to maturity.

Annual maturities of Nielsen's long-term debt are as follows:

(IN MILLIONS)	
For April 1, 2020 to December 31, 2020	$ 978
2021	702
2022	2,398
2023	3,699
2024	—
2025	500
Thereafter	—
	$ 8,277

11. Shareholders' Equity

Common stock activity is as follows:

	Three Months Ended March 31, 2020
Actual number of shares of common stock outstanding	
Beginning of period	356,149,883
Shares of common stock issued through compensation plans	328,883
Employee benefit trust activity	(3,125)
End of period	356,475,591

On January 31, 2013, the Company's Board of Directors (the "Board") adopted a cash dividend policy to pay quarterly cash dividends on its outstanding common stock. The following table represents the cash dividends declared by the Board and paid to shareholders for years ended December 31, 2019 and the three months ended March 31, 2020, respectively.

Declaration Date	Record Date	Payment Date	Dividend Per Share
February 21, 2019	March 7, 2019	March 21, 2019	$ 0.35
April 18, 2019	June 5, 2019	June 19, 2019	$ 0.35
July 18, 2019	August 22, 2019	September 5, 2019	$ 0.35
November 3, 2019	November 21, 2019	December 5, 2019	$ 0.06
February 20, 2020	March 5, 2020	March 19, 2020	$ 0.06

On November 3, 2019 the Board approved a plan to reduce the quarterly cash dividend, with the goal of strengthening Nielsen's balance sheet and providing added flexibility to invest for growth. On April 16, 2020, the Board declared a cash dividend of $0.06 per share on the Company's common stock. The dividend is payable on June 18, 2020 to shareholders of record at the close of business on June 4, 2020.

The dividend policy and the payment of future cash dividends are subject to the discretion of the Board.

Nielsen's Board approved a share repurchase program, as included in the below table, for up to $2 billion in the aggregate of our outstanding common stock. The primary purpose of the program is to return value to shareholders and to mitigate dilution associated with Nielsen's equity compensation plans.

Board Approval	Share Repurchase Authorization ($ in millions)
July 25, 2013	$ 500
October 23, 2014	$ 1,000
December 11, 2015	$ 500
Total Share Repurchase Authorization	$ 2,000

Repurchases under this program will be made in accordance with applicable securities laws from time to time and depending on Nielsen's evaluation of market conditions and other factors. This program has been executed within the limitations of the authority granted Nielsen on August 6, 2015, which authority will expire in August 2020. Nielsen is seeking shareholder authorization to extend the authority under which the share repurchase program is executed at its 2020 Annual General Meeting of Shareholders.

As of March 31, 2020, there were 39,426,521 shares of the Company's common stock purchased at an average price of $44.95 per share (total consideration of approximately $1,772 million) under this program. There were no share repurchases for the three months ended March 31, 2020.

12. Income Taxes

The effective tax rates before discrete tax items for the three months ended March 31, 2020 and 2019 were 47% ($1 million tax benefit) and 31% ($25 million tax expense), respectively. The tax rate for the three months ended March 31, 2020 was higher than the statutory rate as a result of the impact of tax rate differences in other jurisdictions where the Company files tax returns, BEAT tax, and withholding taxes offset by reversal of valuation allowance related to certain loss carryforwards. The tax rate for the three months ended March 31, 2019 was higher than the statutory rate as a result of the impact of tax rate differences in other jurisdictions where the Company files tax returns offset by the favorable impact of certain financing activities. For the three months ended March 31, 2020, the total tax expense was $11 million which includes impact of the CARES Act and other discrete items recognized in the first quarter. For the three months ended March 31, 2019, the total tax expense was $32 million which includes impact of interest on uncertain tax positions and other discrete items recognized in the first quarter.

The estimated liability for unrecognized tax benefits as of December 31, 2019 was $164 million. If the Company's tax positions are favorably sustained by the taxing authorities, the reversal of the underlying liabilities would reduce the Company's effective tax rate in future periods.

The Company files numerous consolidated and separate income tax returns in the U.S. and in many state and foreign jurisdictions. With few exceptions the Company is no longer subject to U.S. Federal income tax examination for 2015 and prior periods. In addition, the Company has subsidiaries in various states, provinces and countries that are currently under audit for years ranging from 2007 through 2019.

To date, the Company is not aware of any material adjustments not already accrued related to any of the current Federal, state or foreign audits under examination.

13. Commitments and Contingencies

Legal Proceedings and Contingencies

In August 2018, a putative shareholder class action lawsuit was filed in the Southern District of New York, naming as defendants Nielsen, former Chief Executive Officer Dwight Mitchell Barns, and former Chief Financial Officer Jamere Jackson. Another lawsuit, which alleged similar facts but also named other Nielsen officers, was filed in the Northern District of Illinois in September 2018 and transferred to the Southern District of New York in December 2018. The actions were consolidated on April 22, 2019, and the Public Employees' Retirement System of Mississippi was appointed lead plaintiff for the putative class. The operative complaint was filed on September 27, 2019, and asserts violations of certain provisions of the Securities Exchange Act of 1934, as amended, based on allegedly false and materially misleading statements relating to the outlook of Nielsen's Buy (now "Connect") segment, Nielsen's preparedness for changes in global data privacy laws and Nielsen's reliance on third-party data. Nielsen moved to dismiss the operative complaint on November 26, 2019. Briefing of Nielsen's motion concluded on February 26, 2020. In addition, in January 2019, a shareholder derivative lawsuit was filed in New York Supreme Court against a number of Nielsen's current and former officers and directors. The derivative lawsuit alleges that the named officers and directors breached their fiduciary duties to the Company in connection with factual assertions substantially similar to those in the putative class action complaint. The derivative lawsuit further alleges that certain officers and directors engaged in trading Nielsen stock based on material, nonpublic information. By agreement dated June 26, 2019, the derivative lawsuit has been stayed pending resolution of Nielsen's motion to dismiss the aforementioned securities litigation. Nielsen intends to defend these lawsuits vigorously. Based on currently available information, Nielsen believes that the Company has meritorious defenses to these actions and that their resolution is not likely to have a material adverse effect on Nielsen's business, financial position, or results of operations.

Nielsen is subject to litigation and other claims in the ordinary course of business, some of which include claims for substantial sums. Accruals have been recorded when the outcome is probable and can be reasonably estimated. While the ultimate results of claims and litigation cannot be determined, the Company does expect that the ultimate disposition of these matters will not have a material adverse effect on its operations or financial condition. However, depending on the amount and the timing, an unfavorable resolution of some or all of these matters could materially affect the Company's future results of operations or cash flows in a particular period.

14. Segments

The Company aligns its operating segments in order to conform to management's internal reporting structure, which is reflective of service offerings by industry. Operating segments are aggregated into two reporting segments: Nielsen Global Connect ("Connect"), consisting principally of market research information and analytical services; and Nielsen Global Media ("Media"), consisting principally of television, radio, online and mobile audience and advertising measurement and corresponding analytics.

Corporate consists principally of unallocated items such as certain facilities and infrastructure costs as well as intersegment eliminations. Certain corporate costs, other than those described above, including those related to selling, finance, legal, human resources, and information technology systems, are considered operating costs and are allocated to the Company's segments based on either the actual amount of costs incurred or on a basis consistent with the operations of the underlying segment. Information with respect to the operations of each of Nielsen's business segments is set forth below based on the nature of the services offered and geographic areas of operations.

Business Segment Information

(IN MILLIONS)	Connect	Media	Corporate	Total
Three Months Ended March 31, 2020				
Revenues	$ 717	$ 842	—	$ 1,559
Operating income/(loss)	$ (15)	$ 191	$ (78)	$ 98
Depreciation and amortization	$ 65	$ 147	$ 2	$ 214
Restructuring charges	$ 8	$ 1	$ 2	$ 11
Share-based compensation expense	$ 5	$ 4	$ 7	$ 16
Other items(1)	$ —	$ —	$ 21	$ 21
Separation-related costs(2)	$ —	$ —	$ 35	$ 35
Business segment income/(loss)(3)	$ 63	$ 343	$ (11)	$ 395
Total assets as of March 31, 2020	$ 4,432	$ 9,597	$ 164	$ 14,193

(IN MILLIONS)	Connect	Media	Corporate	Total
Three Months Ended March 31, 2019				
Revenues	$ 737	$ 826	—	$ 1,563
Operating income/(loss)	$ (2)	$ 214	$ (38)	$ 174
Depreciation and amortization	$ 55	$ 123	$ 1	$ 179
Restructuring charges	$ 22	$ 7	$ 6	$ 35
Share-based compensation expense	$ 4	$ 3	$ 8	$ 15
Other items(1)	$ —	$ —	$ 12	$ 12
Business segment income/(loss)(3)	$ 79	$ 347	$ (11)	$ 415
Total assets as of December 31, 2019	$ 4,376	$ 9,675	$ 268	$ 14,319

(1) Other items primarily consist of business optimization costs and transaction related costs for the three months ended March 31, 2020. Other items primarily consist of business optimization costs, including strategic review costs, and transaction related costs for the three months ended March 31, 2019.

(2) Separation-related costs consists of costs that would not have been incurred if Nielsen was not undertaking the separation of the Nielsen Global Connect business from the Nielsen Global Media business and positioning Global Connect and Global Media to operate as two independent companies.

(3) The Company's chief operating decision maker uses business segment income/(loss) to measure performance from period to period both at the consolidated level as well as within its operating segments.

15. Guarantor Financial Information

The following supplemental financial information is being provided for purposes of compliance with reporting covenants contained in certain debt obligations of Nielsen and its subsidiaries. The financial information sets forth for Nielsen, its subsidiaries that have issued certain debt securities (the "Issuers") and its guarantor and non-guarantor subsidiaries, the consolidating balance sheet as of March 31, 2020 and December 31, 2019 and consolidating statements of operations and cash flows for the periods ended March 31, 2020 and 2019.

The issued debt securities are jointly and severally guaranteed on a full and unconditional basis by Nielsen and subject to certain exceptions, each of the direct and indirect 100% owned subsidiaries of Nielsen, in each case to the extent that such entities provide a guarantee under the senior secured credit facilities. The issuers are also 100% owned indirect subsidiaries of Nielsen: Nielsen Finance LLC and Nielsen Finance Co. for certain series of debt obligations, and The Nielsen Company (Luxembourg) S.ar.l., for the other series of debt obligations. Each issuer is a guarantor of the debt obligations not issued by it.

Nielsen is a holding company and does not have any material assets or operations other than ownership of the capital stock of its direct and indirect subsidiaries. All of Nielsen's operations are conducted through its subsidiaries, and, therefore, Nielsen is expected to continue to be dependent upon the cash flows of its subsidiaries to meet its obligations. The senior secured credit facilities contain certain limitations on the ability of Nielsen to receive the cash flows of its subsidiaries.

While all subsidiary guarantees of the issued debt securities are full and unconditional, these guarantees contain customary release provisions including when (i) the subsidiary is sold or sells all of its assets, (ii) the subsidiary is declared “unrestricted” for covenant purposes, (iii) the subsidiary’s guarantee under the senior secured credit facilities is released and (iv) the requirements for discharge of the indenture have been satisfied.

Nielsen Holdings plc
Condensed Consolidated Statement of Comprehensive Income/(Loss) (Unaudited)
For the three months ended March 31, 2020

(IN MILLIONS)	Parent	Issuers	Guarantor	Non-Guarantor	Elimination	Consolidated
Revenues	$ —	$ —	$ 880	$ 679	$ —	$ 1,559
Cost of revenues, exclusive of depreciation and amortization shown separately below	—	—	396	325	—	721
Selling, general and administrative expenses, exclusive of depreciation and amortization shown separately below	1	—	282	232	—	515
Depreciation and amortization	—	—	174	40	—	214
Restructuring charges	—	—	4	7	—	11
Operating income/(loss)	(1)	—	24	75	—	98
Interest income	—	211	24	11	(245)	1
Interest expense	—	(91)	(224)	(24)	245	(94)
Foreign currency exchange transaction gains/(losses), net	—	—	16	(22)	—	(6)
Other income/(expense), net	—	—	1	(2)	—	(1)
Income/(loss) from continuing operations before income taxes and equity in net income/(loss) of subsidiaries	(1)	120	(159)	38	—	(2)
Benefit/(provision) for income taxes	—	(32)	22	(1)	—	(11)
Equity in net income/(loss) of subsidiaries	(17)	53	120	—	(156)	—
Net income/(loss)	(18)	141	(17)	37	(156)	(13)
Less net income/(loss) attributable to noncontrolling interests	—	—	—	5	—	5
Net income/(loss) attributable to controlling interest	(18)	141	(17)	32	(156)	(18)
Total other comprehensive income/(loss)	(125)	(26)	(125)	(136)	279	(133)
Other comprehensive income/(loss) attributable to noncontrolling interests	—	—	—	(8)	—	(8)
Total other comprehensive income/(loss) attributable to controlling interests	(125)	(26)	(125)	(128)	279	(125)
Total comprehensive income/(loss)	(143)	115	(142)	(99)	123	(146)
Comprehensive income/(loss) attributable to noncontrolling interests	—	—	—	(3)	—	(3)
Total comprehensive income/(loss) attributable to controlling interests	$ (143)	$ 115	$ (142)	$ (96)	$ 123	$ (143)

Nielsen Holdings plc
Condensed Consolidated Statement of Comprehensive Income/(Loss) (Unaudited)
For the three months ended March 31, 2019

(IN MILLIONS)	Parent	Issuers	Guarantor	Non-Guarantor	Elimination	Consolidated
Revenues	$ —	$ —	$ 867	$ 696	$ —	$ 1,563
Cost of revenues, exclusive of depreciation and amortization shown separately below	—	—	376	319	—	695
Selling, general and administrative expenses, exclusive of depreciation and amortization shown separately below	1	—	234	245	—	480
Depreciation and amortization	—	—	145	34	—	179
Restructuring charges	—	—	12	23	—	35
Operating income/(loss)	(1)	—	100	75	—	174
Interest income	—	184	10	2	(194)	2
Interest expense	—	(93)	(190)	(10)	194	(99)
Foreign currency exchange transaction gains/(losses), net	—	—	1	(4)	—	(3)
Other income/(expense), net	—	—	(7)	12	—	5
Income/(loss) from continuing operations before income taxes and equity in net income/(loss) of subsidiaries	(1)	91	(86)	75	—	79
Benefit/(provision) for income taxes	—	(25)	63	(70)	—	(32)
Equity in net income/(loss) of subsidiaries	44	56	67	—	(167)	—
Net income/(loss)	43	122	44	5	(167)	47
Less net income/(loss) attributable to noncontrolling interests	—	—	—	4	—	4
Net income/(loss) attributable to controlling interests	43	122	44	1	(167)	43
Total other comprehensive income/(loss) attributable to controlling interests	6	1	6	32	(39)	6
Total comprehensive income/(loss)	49	123	50	37	(206)	53
Comprehensive income/(loss) attributable to noncontrolling interests	—	—	—	4	—	4
Total comprehensive income/(loss) attributable to controlling interests	$ 49	$ 123	$ 50	$ 33	$ (206)	$ 49

Nielsen Holdings plc
Condensed Consolidated Balance Sheet (Unaudited)
March 31, 2020

(IN MILLIONS)	Parent	Issuers	Guarantor	Non-Guarantor	Elimination	Consolidated
Assets:						
Current assets						
Cash and cash equivalents	$ 11	$ 1	$ 44	$ 303	$ —	$ 359
Trade and other receivables, net	—	—	493	689	—	1,182
Prepaid expenses and other current assets	—	—	335	138	—	473
Intercompany receivables	5	1,770	244	55	(2,074)	—
Total current assets	16	1,771	1,116	1,185	(2,074)	2,014
Non-current assets						—
Property, plant and equipment, net	—	—	273	153	—	426
Operating lease right-of-use assets	—	—	184	194	—	378
Goodwill	—	—	5,115	864	—	5,979
Other intangible assets, net	—	—	4,305	501	—	4,806
Deferred tax assets	1	—	-	266	—	267
Other non-current assets	—	—	250	73	—	323
Equity investment in subsidiaries	2,002	1,282	3,176	—	(6,460)	—
Intercompany loans	25	8,887	879	141	(9,932)	—
Total assets	$ 2,044	$ 11,940	$ 15,298	$ 3,377	$ (18,466)	$ 14,193
Liabilities and equity:						
Current liabilities						
Accounts payable and other current liabilities	$ —	$ 104	$ 467	$ 506	$ —	$ 1,077
Deferred revenues	—	—	246	156	—	402
Income tax liabilities	—	—	1	34	—	35
Current portion of long-term debt, finance lease obligations and short-term borrowings	—	868	179	7	—	1,054
Intercompany payables	—	—	1,830	244	(2,074)	—
Total current liabilities	—	972	2,723	947	(2,074)	2,568
Non-current liabilities						
Long-term debt and finance lease obligations	—	7,274	75	10	—	7,359
Deferred tax liabilities	—	71	876	84	—	1,031
Operating lease liabilities	—	—	209	154	—	363
Intercompany loans	—	—	9,053	879	(9,932)	—
Other non-current liabilities	—	64	360	217	—	641
Total liabilities	—	8,381	13,296	2,291	(12,006)	11,962
Total stockholders' equity	2,044	3,559	2,002	899	(6,460)	2,044
Noncontrolling interests	—	—	—	187	—	187
Total equity	2,044	3,559	2,002	1,086	(6,460)	2,231
Total liabilities and equity	$ 2,044	$ 11,940	$ 15,298	$ 3,377	$ (18,466)	$ 14,193

Nielsen Holdings plc
Condensed Consolidated Balance Sheet
December 31, 2019

(IN MILLIONS)	Parent	Issuers	Guarantor	Non-Guarantor	Elimination	Consolidated
Assets:						
Current assets						
Cash and cash equivalents	$ 2	$ —	$ 48	$ 404	$ —	$ 454
Trade and other receivables, net	—	—	404	699	—	1,103
Prepaid expenses and other current assets	—	—	291	129	—	420
Intercompany receivables	7	1,615	278	69	(1,969)	-
Total current assets	9	1,615	1,021	1,301	(1,969)	1,977
Non-current assets						-
Property, plant and equipment, net	—	—	292	174	—	466
Operating lease right-of-use asset	—	—	190	203	—	393
Goodwill	—	—	5,103	890	—	5,993
Other intangible assets, net	—	—	4,370	511	—	4,881
Deferred tax assets	1	—	—	275	—	276
Other non-current assets	—	—	256	77	—	333
Equity investment in subsidiaries	2,170	1,298	4,576	—	(8,044)	—
Intercompany loans	25	8,887	896	1,605	(11,413)	—
Total assets	$ 2,205	$ 11,800	$ 16,704	$ 5,036	$ (21,426)	$ 14,319
Liabilities and equity:						
Current liabilities						
Accounts payable and other current liabilities	$ 10	$ 62	$ 517	$ 593	$ —	$ 1,182
Deferred revenues	—	—	217	128	—	345
Income tax liabilities	—	—	4	56	—	60
Current portion of long-term debt, finance lease obligations and short-term borrowings	—	861	46	7	—	914
Intercompany payables	—	3	1,689	277	(1,969)	—
Total current liabilities	10	926	2,473	1,061	(1,969)	2,501
Non-current liabilities						
Long-term debt and finance lease obligations	—	7,302	80	13	—	7,395
Operating lease liabilities	—	—	213	157	—	370
Deferred tax liabilities	—	71	887	94	—	1,052
Intercompany loans	—	—	10,516	897	(11,413)	—
Other non-current liabilities	—	22	365	226	—	613
Total liabilities	10	8,321	14,534	2,448	(13,382)	11,931
Total shareholders' equity	2,195	3,479	2,170	2,395	(8,044)	2,195
Noncontrolling interests	—	—	—	193	—	193
Total equity	2,195	3,479	2,170	2,588	(8,044)	2,388
Total liabilities and equity	$ 2,205	$ 11,800	$ 16,704	$ 5,036	$ (21,426)	$ 14,319

Nielsen Holdings plc
Condensed Consolidated Statement of Cash Flows (Unaudited)
For the three months ended March 31, 2020

(IN MILLIONS)	Parent	Issuers	Guarantor	Non-Guarantor	Consolidated
Net cash provided by/(used in) operating activities	$ (12)	$ 47	$ (38)	$ (2)	$ (5)
Investing activities:					—
Acquisition of subsidiaries and affiliates, net of cash acquired	—	—	(14)	(13)	(27)
Proceeds from the sale of subsidiaries and affiliates, net	—	—	—	—	—
Additions to property, plant and equipment and other assets	—	—	(1)	(3)	(4)
Additions to intangible assets	—	—	(84)	(24)	(108)
Other investing activities	—	—	—	(3)	(3)
Net cash used in investing activities	—	—	(99)	(43)	(142)
Financing activities:					—
Net borrowings under revolving credit facility	—	—	135	—	135
Repayments of debt	—	(14)	—	—	(14)
Cash dividends paid to stockholders	(21)	—	—	—	(21)
Activity under share-based compensation plans	—	—	(4)	—	(4)
Proceeds from employee stock purchase plan	1	—	—	—	1
Finance leases	—	—	(9)	(2)	(11)
Settlement of intercompany and other financing activities	41	(32)	11	(24)	(4)
Net cash provided by/(used in) financing activities	21	(46)	133	(26)	82
Effect of exchange-rate changes on cash and cash equivalents	—	—	—	(30)	(30)
Net increase/(decrease) in cash and cash equivalents	9	1	(4)	(101)	(95)
Cash and cash equivalents at beginning of period	2	—	48	404	454
Cash and cash equivalents at end of period	$ 11	$ 1	$ 44	$ 303	$ 359

Nielsen Holdings plc
Condensed Consolidated Statement of Cash Flows (Unaudited)
For the three months ended March 31, 2019

(IN MILLIONS)	Parent	Issuers	Guarantor	Non-Guarantor	Consolidated
Net cash provided by/(used in) operating activities	$ (4)	$ 15	$ 40	$ (94)	$ (43)
Investing activities:					
Acquisition of subsidiaries and affiliates, net of cash acquired	—	—	(11)	(48)	(59)
Proceeds from the sale of subsidiaries and affiliates, net	—	—	—	—	—
Additions to property, plant and equipment and other assets	—	—	(14)	(16)	(30)
Additions to intangible assets	—	—	(76)	(16)	(92)
Other investing activities	—	—	1	—	1
Net cash used in investing activities	—	—	(100)	(80)	(180)
Financing activities:					
Net borrowings under revolving credit facility	—	—	263	—	263
Repayments of debt	—	(14)	—	—	(14)
Increase/(decrease) in other short-term borrowings	—	—	—	—	—
Cash dividends paid to shareholders	(124)	—	—	—	(124)
Activity under share-based compensation plans	—	—	(3)	—	(3)
Proceeds from employee stock purchase plan	1	—	—	—	1
Finance leases	—	—	(13)	(3)	(16)
Settlement of intercompany and other financing activities	127	1	(203)	72	(3)
Net cash provided by/(used in) financing activities	4	(13)	44	69	104
Effect of exchange-rate changes on cash and cash equivalents	—	—	(3)	—	(3)
Net increase/(decrease) in cash and cash equivalents	—	2	(19)	(105)	(122)
Cash and cash equivalents at beginning of period	3	—	79	442	524
Cash and cash equivalents at end of period	$ 3	$ 2	$ 60	$ 337	$ 402

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Introduction

The following discussion and analysis supplements management’s discussion and analysis of Nielsen Holdings plc (“the Company” or “Nielsen”) for the year ended December 31, 2019 as contained in the Annual Report on Form 10-K filed by the Company with the Securities and Exchange Commission (“SEC”) on February 27, 2020, and presumes that readers have read or have access to such discussion and analysis. The following discussion and analysis should also be read together with the accompanying Condensed Consolidated Financial Statements and related notes thereto. Further, this report may contain material that includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect, when made, Nielsen’s current views with respect to current events and financial performance. Statements, other than those based on historical facts, which address activities, events or developments that we expect or anticipate may occur in the future are forward-looking statements. Such forward-looking statements are subject to many risks, uncertainties and factors relating to Nielsen’s operations and business environment that may cause actual results to be materially different from any future results, express or implied, by such forward-looking statements, including but not limited to, those set forth in this Item 2 and Part II, Item 1A, if any, and those noted in our 2019 Annual Report on Form 10-K under “Risk Factors.” Forward-looking statements speak only as of the date of this report or as of the date they were made. We disclaim any intention to update the current expectations or forward-looking statements contained in this report. Unless required by context, references to “we,” “us,” and “our” refer to Nielsen Holdings plc and each of its consolidated subsidiaries unless otherwise stated or indicated by context.

From time to time, Nielsen may use its website and social media outlets as channels of distribution of material company information. Financial and other material information regarding the company is routinely posted and accessible on our website at http://www.nielsen.com/investors and our Twitter account at http://twitter.com/nielsen.

Background and Executive Summary

We are a leading global measurement and data analytics company that provides the most complete and trusted view available of consumers and markets worldwide. Our approach marries our proprietary data with other data sources to help clients around the world understand what’s happening now, what’s happening next, and how to best act on this knowledge. An S&P 500 company, we have operations in over 100 countries, including many emerging markets, covering more than 90% of the world’s population, and hold leading market positions in many of our services and geographies.

We believe that important measures of our results of operations include revenue, operating income/(loss) and Adjusted EBITDA (defined below). Our long-term financial objectives include consistent revenue growth and expanding operating margins. Accordingly, we are focused on geographic market and service offering expansion to drive revenue growth and improve operating efficiencies, including effective resource utilization, information technology leverage and overhead cost management.

Our business strategy is built upon a model that has traditionally yielded consistent revenue performance. Typically, before the start of each year, more than 70% of our annual revenue has been committed under contracts in our combined Nielsen Global Connect and Nielsen Global Media segments, which provides us with a greater degree of stability for our revenue and allows us to more effectively manage our profitability and cash flows. See “Business Segment Overview” below for further discussion. We continue to look for growth opportunities through global expansion, specifically within emerging markets, as well as through the cross-platform expansion of our analytical services and measurement services.

On November 7, 2019, Nielsen announced its plan to spin-off the company's Global Connect business, creating two independent, publicly traded companies -- the Global Media business and the Global Connect business.

Our restructuring and other productivity initiatives have been focused on a combination of improving operating leverage through targeted cost-reduction programs, business process improvements and portfolio restructuring actions, while at the same time investing in key programs to enhance future growth opportunities.

Achieving our business objectives requires us to manage a number of key risk areas. Our growth objective of geographic market and service expansion requires us to maintain the consistency and integrity of our information and underlying processes on a global scale, and to invest effectively our capital in technology and infrastructure to keep pace with our clients’ demands and our competitors. Core to managing these key risk areas is our commitment to data privacy and security as it drives our ability to deliver quality insights for our clients in line with evolving regulatory requirements and governing standards across all the geographies and industries in which we operate. Our operating footprint across more than 100 countries requires disciplined global and local resource management of internal and third party providers to ensure success. In addition, our high level of indebtedness requires active management of our debt profile, with a focus on underlying maturities, interest rate risk, liquidity and operating cash flows.

COVID-19

In March 2020, the global outbreak of the novel coronavirus (“COVID-19”) was categorized as a pandemic by the World Health Organization and has negatively affected the global economy, disrupted global supply chains, resulted in significant travel and transport restrictions, including mandated closures and orders to “shelter-in-place,” and created significant disruption of the financial markets.

We have established a global task force to ensure execution of our key priorities during the COVID-19 pandemic-- the health and safety of our global workforce, maintaining our financial position with ample liquidity, and continuity of critical business processes.

We have taken measures to protect the health and safety of our employees, their families and our clients, with a large majority of our worldwide workforce working from home. We have halted in-store field research and in-person client engagements in 70 markets and are adapting processes and developing innovative solutions to ensure continuity of critical business processes. In addition, we are sharing retail measurement data with several government entities to support our communities.

We delivered solid results in the first quarter, but we saw slowing momentum as the quarter progressed. These headwinds have continued into the second quarter, with increased pressure in both Nielsen Global Media and Nielsen Global Connect, primarily in non-contracted revenue. We continue to believe that a separation of Nielsen Global Media and Nielsen Global Connect is the best path forward. We continue to make operational progress towards separation but now expect the closing to take place in the first quarter of 2021, largely due to temporary shutdowns of government agencies that are necessary to move forward with the separation.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law. The CARES Act provides a substantial stimulus and assistance package intended to address the impact of the COVID-19 pandemic, including tax relief and government loans, grants and investments. The CARES Act did not have a material impact on our consolidated financial statements for the three months ended March 31, 2020. We continue to monitor any effects that may result from the CARES Act.

We believe we have a sound plan in place to mitigate the financial impacts of the COVID-19 pandemic in the face of ongoing economic uncertainty. We have taken aggressive cost actions to date and continue to closely monitor the situation. We remain well-capitalized, have sufficient liquidity to satisfy our cash needs and will take additional actions as required.

For further discussion regarding the potential impacts of COVID-19 and related economic conditions on the Company, see "Part II—Item 1A—Risk Factors."

Business Segment Overview

We are divided into business units: Nielsen Global Media (“Media”) and Nielsen Global Connect (“Connect”). Media, the arbiter of truth for media markets, provides media and advertising clients with unbiased and reliable metrics that create the shared understanding of the industry required for markets to function, enabling its clients to grow and succeed across the $600 billion global advertising market. Media helps clients to define exactly who they want to reach, as well as optimize the outcomes they can achieve. Our cross-platform measurement strategy brings together the best of TV and digital measurement to ensure a more functional marketplace for the industry.

Connect provides consumer packaged goods manufacturers and retailers with accurate, actionable information and a complete picture of the complex and changing marketplace that brands need to innovate and grow their businesses. Connect provides data and builds tools that use predictive models to turn observations in the marketplace into business decisions and winning solutions. The business's data and insights, combined with the only open, cloud native measurement and analytics platform that democratizes the power of data, continue to provide an essential foundation that makes markets possible in the rapidly evolving world of commerce.

Certain corporate costs, other than those described above, including those related to selling, finance, legal, human resources, and information technology systems, are considered operating costs and are allocated to our segments based on either the actual amount of costs incurred or on a basis consistent with the operations of the underlying segment.

Critical Accounting Policies

Our accounting policies are set forth in Note 1 to Consolidated Financial Statements contained in the Company’s 2019 Annual Report on Form 10-K. We include herein certain updates to those policies.

Goodwill and Indefinite-Lived Intangible Assets

Goodwill and other indefinite-lived intangible assets are stated at historical cost less accumulated impairment losses, if any.

Goodwill and other indefinite-lived intangible assets, consisting of certain trade names and trademarks, are each tested for impairment on an annual basis and whenever events or circumstances indicate that the carrying amount of such asset may not be recoverable. We review the recoverability of our goodwill by comparing the estimated fair values of reporting units with their respective carrying amounts. During the first quarter of 2020, we concluded that there was a triggering event for an interim assessment.

The estimates of fair value of a reporting unit are determined using a combination of valuation techniques, primarily by an income approach using a discounted cash flow analysis and supplemented by a market-based approach.

A discounted cash flow analysis requires the use of various assumptions, including expectations of future cash flows, growth rates, discount rates and tax rates in developing the present value of future cash flow projections. Many of the factors used in assessing fair value are outside of the control of management, and these assumptions and estimates can change in future periods. Changes in assumptions or estimates could materially affect the determination of the fair value of a reporting unit, and therefore could affect the amount of potential impairment. The following assumptions are significant to our discounted cash flow analysis:

- *Business projections* – expected future cash flows and growth rates are based on assumptions about the level of business activity in the marketplace as well as applicable cost levels that drive our budget and business plans. Management updated the business projections in light of the estimated impacts from the COVID-19 pandemic. Actual results of operations, cash flows and other factors will likely differ from the estimates used in our valuation, and it is possible that differences and changes could be material. A deterioration in profitability, adverse market conditions and a slower or weaker economic recovery than currently estimated by management could have a significant impact on the estimated fair value of our reporting units and could result in an impairment charge in the future. Should such events or circumstances arise, management would evaluate other options available at that time that, if executed, could result in future profitability.
- *Long-term growth rates* – the assumed long-term growth rate representing the expected rate at which a reporting unit's earnings stream, beyond that of the budget and business plan period, is projected to grow. These rates are used to calculate the terminal value, or value at the end of the future earnings stream, of our reporting units, and are added to the cash flows projected for the budget and business plan period. The long-term growth rate for each reporting unit is influenced by general market conditions as well as factors specific to the reporting unit such as the maturity of the underlying services. The long-term growth rates we used for each of our reporting units in our latest evaluation were between 1.5% and 2.5%.
- *Discount rates* – the reporting unit's combined future cash flows are discounted at a rate that is consistent with a weighted-average cost of capital that is likely to be used by market participants. The weighted-average cost of capital is our estimate of the overall after-tax rate of return required by equity and debt holders of a business enterprise. The discount rate for each reporting unit is influenced by general market conditions as well as factors specific to the reporting unit. The discount rates we used in our latest evaluation of our reporting units were between 11.0% and 12.0%.

These estimates and assumptions vary between each reporting unit depending on the facts and circumstances specific to that unit. We believe that the estimates and assumptions we made are reasonable, but they are susceptible to change from period to period.

We also use a market-based approach in estimating the fair value of our reporting units. The market-based approach utilizes available market comparisons such as indicative industry multiples that are applied to current year revenue and earnings, next year's revenue and earnings as well as recent comparable transactions.

To validate the reasonableness of the reporting unit fair values, we reconcile the aggregate fair values of our reporting units to our enterprise market capitalization. Enterprise market capitalization includes, among other factors, the market value of our common stock and the appropriate redemption values of our debt. We perform sensitivity analyses on our assumptions, primarily around both long-term growth rate and discount rate assumptions. Our sensitivity analyses include several combinations of reasonably possible scenarios with regard to these assumptions, including a one percent movement in both our long-term growth rate and discount rate assumptions. When applying these sensitivity analyses, we noted that the fair value was greater than the carrying value for both of our reporting units. While management believes that these sensitivity analyses provide a reasonable basis on which to evaluate the recovery of our goodwill, other facts or circumstances may arise that could impact the impairment assessment and therefore these analyses should not be used as a sole predictor of impairment.

The impairment test for other indefinite-lived intangible assets consists of a comparison of the fair value of the intangible asset with its carrying amount. If the carrying amount of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. The estimates of fair value of trade names and trademarks are determined using a "relief from royalty" discounted cash flow valuation methodology, which includes revenue projections. Significant assumptions inherent in this methodology include estimates of royalty rates and discount rates. Discount rate assumptions are based on an assessment of the risk inherent in the respective intangible assets. Assumptions about royalty rates are based on the rates at which comparable trade names and trademarks are being licensed in the marketplace. There was no impairment noted in any period presented with respect to the Company's indefinite-lived intangible assets. As of the March 31, 2020 assessment, one of our indefinite-lived intangible assets had a fair value that exceeded its carrying value by less than 5%. The valuation is sensitive to the assumptions listed above. A downward trend in revenue projections or an increase in discount rate could lead to a future impairment. We will continue to closely evaluate and report on any indicators of future impairments.

Factors Affecting Our Financial Results

Acquisitions and Investments in Affiliates

Acquisitions

For the three months ended March 31, 2020, we paid cash consideration of $27 million associated with a current period acquisition, net of cash acquired. Had this 2020 acquisition occurred as of January 1, 2020, the impact on our consolidated results of operations would not have been material.

For the three months ended March 31, 2019, we paid cash consideration of $59 million associated with both current period and previously executed acquisitions, net of cash acquired. Had these 2019 acquisitions occurred as of January 1, 2019, the impact on our consolidated results of operations would not have been material.

Foreign Currency

Our financial results are reported in U.S. dollars and are therefore subject to the impact of movements in exchange rates on the translation of the financial information of individual businesses whose functional currencies are other than U.S. dollars. Our principal foreign exchange revenue exposure is spread across several currencies, primarily the Euro. The table below sets forth the profile of our revenue by principal currency.

	Three Months Ended March 31,	
	2020	**2019**
U.S. Dollar	60%	58%
Euro	10%	10%
Other Currencies	30%	32%
Total	100%	100%

Fluctuations in the value of foreign currencies relative to the U.S. dollar impact our operating results. Impacts associated with fluctuations in foreign currency are discussed in more detail under “Item 3.—Quantitative and Qualitative Disclosures about Market Risk.” In countries with currencies other than the U.S. dollar, assets and liabilities are translated into U.S. dollars using end-of-period exchange rates while; revenues, expenses and cash flows are translated using average rates of exchange. The average U.S. dollar to Euro exchange rate was $1.10 to €1.00 and $1.14 to €1.00 for the three months ended March 31, 2020 and 2019, respectively. Constant currency growth rates used in the following discussion of results of operations eliminate the impact of year-over-year foreign currency fluctuations.

We evaluate our results of operations on both an as reported and a constant currency basis. The constant currency presentation is a non-GAAP financial measure, which excludes the impact of period-over-period fluctuations in foreign currency exchange rates. We believe providing constant currency information provides valuable supplemental information regarding our results of operations, thereby facilitating period-to-period comparisons of our business performance and is consistent with how management evaluates our performance. We calculate constant currency percentages by converting our prior-period local currency financial results using the current period foreign currency exchange rates and comparing these adjusted amounts to our current period reported results. This calculation may differ from similarly-titled measures used by others. In addition, the constant currency presentation is not meant to be a substitution for recorded amounts presented in conformity with GAAP nor should such amounts be considered in isolation.

Accounts Receivable

We extend non-interest bearing trade credit to our customers in the ordinary course of business. To minimize credit risk, ongoing credit evaluations of client’s financial condition are performed. Effective January 1, 2020, we adopted ASU, “Financial Instruments – Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments”. Prior to the adoption, an estimate of the allowance for doubtful accounts was made when collection of the full amount was no longer probable (incurred loss) or returns were expected. Subsequent to the adoption, as noted in “Summary of Recent Accounting Pronouncements” below, the allowance for doubtful accounts is made when collection of the full amounts is no longer probable by also incorporating reasonable and supportable forecasts (expected loss).

The uncertainty regarding the length of lock-downs related to the COVID-19 pandemic and speed of recovery may impact our level of reserves in future periods. We continue to monitor assess the impacts related to our different clients and will base our reasonable forecasts on the latest information available.

During the three months ended March 31, 2020, we sold $59 million of accounts receivable to third parties and recorded an immaterial loss on the sale to interest expense, net in the condensed consolidated statement of operations. As of March 31, 2020 and December 31, 2019, $30 million and $85 million of previously sold receivables, respectively, remained outstanding. The sales were accounted for as true sales, without recourse. We maintain servicing responsibilities for the majority of the receivables sold during the period, for which the related costs are not significant. The proceeds of $59 million from the sales were reported as a component of the changes in trade and other receivables, net within operating activities in the condensed consolidated statement of cash flows.

Results of Operations – Three Months Ended March 31, 2020 Compared to the Three Months Ended March 31, 2019

The following table sets forth, for the periods indicated, the amounts included in our Condensed Consolidated Statements of Operations:

(IN MILLIONS)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Revenues	$ 1,559	$ 1,563
Cost of revenues, exclusive of depreciation and amortization shown separately below	721	695
Selling, general and administrative expenses, exclusive of depreciation and amortization shown separately below	515	480
Depreciation and amortization	214	179
Restructuring charges	11	35
Operating income/(loss)	98	174
Interest income	1	2
Interest expense	(94)	(99)
Foreign currency exchange transaction gains/(losses), net	(6)	(3)
Other income/(expense)	(1)	5
Income/(loss) from continuing operations before income taxes	(2)	79
Benefit/(provision) for income taxes	(11)	(32)
Net income/(loss)	(13)	47
Net income/(loss) attributable to noncontrolling interests	5	4
Net income/(loss) attributable to Nielsen shareholders	$ (18)	$ 43

Net Income/(Loss) to Adjusted EBITDA Reconciliation

We define Adjusted EBITDA as net income or loss from our consolidated statements of operations before interest income and expense, income taxes, depreciation and amortization, restructuring charges, impairment of goodwill and other long-lived assets, share-based compensation expense and other non-operating items from our consolidated statements of operations as well as certain other items considered outside the normal course of our operations specifically described below.

Restructuring charges: We exclude restructuring expenses, which primarily include employee severance, office consolidation and contract termination charges, from our Adjusted EBITDA to allow more accurate comparisons of the financial results to historical operations and forward-looking guidance. By excluding these expenses from our non-GAAP measures, we are better able to evaluate our ability to utilize our existing assets and estimate the long-term value these assets will generate for us. Furthermore, we believe that the adjustments of these items more closely correlate with the sustainability of our operating performance.

Impairment of goodwill and other long-lived assets: We exclude the impact of charges related to the impairment of goodwill and other long-lived assets. Given the significance of the impairment of goodwill and other long-lived assets, we reported it separately in the consolidated statements of operations. We believe that the exclusion of these impairments, which are non-cash, allows for meaningful comparisons of operating results to peer companies. We believe that this increases period-to-period comparability and is useful to evaluate the performance of the total company.

Share-based compensation expense: We exclude the impact of costs relating to share-based compensation. Due to the subjective assumptions and a variety of award types, we believe that the exclusion of share-based compensation expense, which is typically non-cash, allows for more meaningful comparisons of our operating results to peer companies. Share-based compensation expense can vary significantly based on the timing, size and nature of awards granted.

Other non-operating income/(expense), net: We exclude foreign currency exchange transaction gains and losses, primarily related to intercompany financing arrangements, as well as other non-operating income and expense items, such as gains and losses recorded on business combinations or dispositions, sales of investments, pension settlements, net income/(loss) attributable to noncontrolling interests and early redemption payments made in connection with debt refinancing. We believe that the adjustments of these items more closely correlate with the sustainability of our operating performance.

Other items: To measure operating performance, we exclude certain expenses and gains that arise outside the ordinary course of our operations. Such costs primarily include legal settlements, acquisition related expenses, business optimization costs and other transactional costs. We believe the exclusion of such amounts allows management and the users of the financial statements to better understand our financial results.

Separation-related costs: To measure operating performance, we exclude certain separation-related costs that would not be incurred if we were not undertaking a separation of our Global Connect business from our Global Media business and positioning Global Connect and Global Media to operate as two independent companies. These costs include: third-party advisor costs, tax friction, technology related spend, and incremental costs of beginning to operate as two independent companies. We believe that exclusion of these costs will allow users of our financial statements to better understand our financial performance in 2020.

Adjusted EBITDA is not a presentation made in accordance with GAAP, and our use of the term Adjusted EBITDA may vary from the use of similarly-titled measures by others in our industry due to the potential inconsistencies in the method of calculation and differences due to items subject to interpretation. Adjusted EBITDA margin is Adjusted EBITDA for a particular period expressed as a percentage of revenues for that period.

We use Adjusted EBITDA to measure our performance from period to period both at the consolidated level as well as within our operating segments, to evaluate and fund incentive compensation programs and to compare our results to those of our competitors. In addition to Adjusted EBITDA being a significant measure of performance for management purposes, we also believe that this presentation provides useful information to investors regarding financial and business trends related to our results of operations and that when non-GAAP financial information is viewed with GAAP financial information, investors are provided with a more meaningful understanding of our ongoing operating performance.

Adjusted EBITDA should not be considered as an alternative to net income or loss, operating income/(loss), cash flows from operating activities or any other performance measures derived in accordance with GAAP as measures of operating performance or cash flows as measures of liquidity. Adjusted EBITDA has important limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. In addition, our definition of Adjusted EBITDA may not be comparable to similarly titled measures of other companies and may, therefore, have limitations as a comparative analytical tool.

The below table presents a reconciliation from net income to Adjusted EBITDA for the three months ended March 31, 2020 and 2019:

	Three Months Ended March 31,	
(IN MILLIONS)	2020	2019
Net income/(loss) attributable to Nielsen shareholders	$ (18)	$ 43
Interest expense, net	93	97
(Benefit)/provision for income taxes	11	32
Depreciation and amortization	214	179
EBITDA	300	351
Other non-operating (income)/expense, net	12	2
Restructuring charges	11	35
Share-based compensation expense	16	15
Other items[a]	21	12
Separation-related costs	35	-
Adjusted EBITDA	$ 395	$ 415

(a) For the three months ended March 31, 2020, other items primarily consist of business optimization costs, and transaction related costs. For the three months ended March 31, 2019, other items primarily consist of business optimization costs, including strategic review costs, and transaction related costs.

Consolidated Results for the Three Months Ended March 31, 2020 Compared to the Three Months Ended March 31, 2019

Revenues

Revenues decreased 0.3% to $1,559 million for the three months ended March 31, 2020 from $1,563 million for the three months ended March 31, 2019, or an increase of 1.5% on a constant currency basis. Revenues within our Connect segment decreased 2.7%, or an increase of 0.3% on a constant currency basis. Revenues within our Media segment increased 1.9%, or an increase of 2.6% on a constant currency basis. Refer to the "Business Segment Results for the Three Months Ended March 31, 2020 Compared to the Three Months Ended March 31, 2019" section for further discussion of our revenue performance.

Cost of Revenues, Exclusive of Depreciation and Amortization

Cost of revenues increased 3.7% to $721 million for the three months ended March 31, 2020 from $695 million for the three months ended March 31, 2019, or an increase of 5.3% on a constant currency basis.

Costs within our Connect segment increased 1.3%, or an increase of 3.4% on a constant currency basis. The increase in cost of revenues for the three months ended March 31, 2020 as compared to the three months ended March 31, 2019 was primarily due to global investments in our services, including retailer investments, partially offset by our productivity initiatives.

Costs within our Media segment increased 8.5%, or an increase of 9.2% on a constant currency basis. Cost of revenues increased primarily due to the impact of our investments and higher spending on product portfolio management initiatives, including data acquisition costs, partially offset by productivity initiatives.

Selling, General and Administrative Expenses, Exclusive of Depreciation and Amortization

Selling, general and administrative expenses increased 7.3% to $515 million for the three months ended March 31, 2020 from $480 million for the three months ended March 31, 2019, or an increase of 9.3% on a constant currency basis.

Costs within our Connect segment decreased 3.3%, or a decrease of 0.8% on a constant currency basis, primarily due to productivity initiatives.

Costs within our Media segment decreased 0.5%, or flat on a constant currency basis.

Costs within our Corporate segment increased 230% on a reported and constant currency basis, primarily due to separation-related costs relating to the separation of our Global Connect business from our Global Media business and positioning Global Connect and Global Media to operate as two independent companies.

Depreciation and Amortization

Depreciation and amortization expense was $214 million for the three months ended March 31, 2020 as compared to $179 million for the three months ended March 31, 2019. This increase was primarily due to higher depreciation and amortization expense associated with higher capital expenditures, partially offset by lower depreciation and amortization expense associated with tangible and intangible assets acquired in business combinations.

Depreciation and amortization expense associated with tangible and intangible assets acquired in business combinations decreased to $51 million for the three months ended March 31, 2020 from $54 million for the three months ended March 31, 2019.

Restructuring Charges

We recorded $11 million and $35 million in restructuring charges primarily related to employee severance costs associated with our plans to reduce selling, general and administrative expenses and consolidate operations centers, as well as automation initiatives for the three months ended March 31, 2020 and 2019, respectively.

Operating Income/(loss)

Operating income for the three months ended March 31, 2020 was $98 million as compared to $174 million for the three months ended March 31, 2019. Operating loss within our Connect segment was $15 million for the three months ended March 31, 2020 as compared to operating loss of $2 million for the three months ended March 31, 2019. Operating income within our Media segment was $191 million for the three months ended March 31, 2020 as compared to $214 million for the three months ended March 31, 2019. Corporate operating expenses were $78 million for the three months ended March 31, 2020 as compared to $38 million for the three months ended March 31, 2019. Refer to the “Business Segment Results for the Three Months Ended March 31, 2020 Compared to the Three Months Ended March 31, 2019” section for further discussion of our operating income.

Interest Expense

Interest expense was $94 million for the three months ended March 31, 2020, as compared to $99 million for the three months ended March 31, 2019. This decrease was primarily due to lower USD LIBOR senior secured term loan interest rates without hedged positions.

Foreign Currency Exchange Transaction Gains/(Losses), Net

Foreign currency exchange transaction losses, net, primarily represent the net loss on revaluation of intercompany loans and other receivables and payables denominated in currencies other than the respective entity’s functional currency. Fluctuations in the value of foreign currencies relative to the U.S. Dollar, primarily the Euro, have a significant effect on our operating results. The average U.S. Dollar to Euro exchange rate was $1.10 to €1.00 for the three months ended March 31, 2020, as compared to $1.14 to €1.00 for the three months ended March 31, 2019.

We realized net losses of $6 million and $3 million for the three months ended March 31, 2020 and 2019, respectively, resulting primarily from fluctuations in certain foreign currencies associated with intercompany transactions.

Other Income/(Expense), Net

Other expense, net of $1 million for the three months ended March 31, 2020, was primarily related to certain non-service related pension transactions.

Other income, net of $5 million for the three months ended March 31, 2019, was primarily related to a gain from the sale of a cost method investment and certain non-service related pension transactions.

Income Taxes

The effective tax rates before discrete tax items for the three months ended March 31, 2020 and 2019 were 47% ($1 million tax benefit) and 31% ($25 million tax expense), respectively. The tax rate for the three months ended March 31, 2020 was higher than the statutory rate as a result of the impact of tax rate differences in other jurisdictions where we file tax returns, BEAT tax, and withholding taxes offset by reversal of valuation allowance related to certain loss carryforwards. The tax rate for the three months ended March 31, 2019 was higher than the statutory rate as a result of the impact of tax rate differences in other jurisdictions where we file tax returns offset by the favorable impact of certain financing activities. For the three months ended March 31, 2020, the total tax expense was $11 million which includes impact of the CARES Act and other discrete items recognized in the first quarter. For the three months ended March 31, 2019, the total tax expense was $32 million which includes impact of interest on uncertain tax positions and other discrete items recognized in the first quarter.

The estimated liability for unrecognized tax benefits as of December 31, 2019 was $164 million. If our tax positions are favorably sustained by the taxing authorities, the reversal of the underlying liabilities would reduce our effective tax rate in future periods.

Adjusted EBITDA

Adjusted EBITDA decreased 4.8% to $395 million for the three months ended March 31, 2020 from $415 million for the three months ended March 31, 2019, or a decrease of 2.9% on a constant currency basis. See "Results of Operations – Three Months Ended March 31, 2020 Compared to the Three Months Ended March 31, 2019" for the reconciliation of net income/(loss) to Adjusted EBITDA.

Business Segment Results for the Three Months Ended March 31, 2020 Compared to the Three Months Ended March 31, 2019

Revenues

The table below sets forth our segment revenue performance data for the three months ended March 31, 2020 compared to the three months ended March 31, 2019, both on an as-reported and constant currency basis.

(IN MILLIONS)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	% Variance 2020 vs. 2019 Reported	Three Months Ended March 31, 2019 Constant Currency	% Variance 2020 vs. 2019 Constant Currency
Measure	$ 510	539	(5.4)%	522	(2.3)%
Predict/Activate	207	198	4.5%	193	7.3%
Connect Segment	$ 717	$ 737	(2.7)%	$ 715	0.3%
Audience Measurement	$ 615	605	1.7%	602	2.2%
Plan/Optimize	227	221	2.7%	219	3.7%
Media Segment	842	826	1.9%	821	2.6%
Total	$ 1,559	$ 1,563	(0.3)%	$ 1,536	1.5%

Connect Segment Revenues

Revenues decreased 2.7% to $717 million for the three months ended March 31, 2020 from $737 million for the three months ended March 31, 2019, or an increase of 0.3% on a constant currency basis. Revenues from Measure decreased 5.4% to $510 million, or a decrease of 2.3% on a constant currency basis, reflecting the impact of the COVID-19 pandemic on retail measurement services in markets that are heavy in traditional trade. Revenues from Predict/Activate increased 4.5% to $207 million, or an increase of 7.3% on a constant currency basis, primarily reflecting the January 2020 acquisition of Precima, along with strength in analytics and innovation, partially offset by pressure in custom insights which saw greater pressure from the COVID-19 pandemic.

Media Segment Revenues

Revenues increased 1.9% to $842 million for the three months ended March 31, 2020 from $826 million for the three months ended March 31, 2019 or an increase of 2.6% on a constant currency basis. Revenue growth was primarily driven by growth in Audience Measurement, which increased 1.7%, or an increase of 2.2% on a constant currency basis, primarily due to continued client adoption of our Total Audience Measurement system and growth in audio which was timing driven, partially offset by pressure in local television measurement. Plan/Optimize revenues increased 2.7%, or an increase of 3.7% on a constant currency basis, primarily due to growth in targeting solutions for consumer packaged goods clients and continued growth in Gracenote.

Business Segment Profitability

We do not allocate items below operating income/(loss) to our business segments and therefore the tables below set forth a reconciliation of operating income/(loss) at the business segment level for the three months ended March 31, 2020 and 2019, adjusting for certain items affecting operating income/(loss), such as restructuring charges, depreciation and amortization, share-based compensation expense and certain other items described below resulting in a presentation of our non-GAAP business segment profitability. Non-GAAP business segment profitability provides useful supplemental information to management and investors regarding financial and business trends related to our results of operations. When this non-GAAP financial information is viewed with our GAAP financial information, investors are provided with a meaningful understanding of our ongoing operating performance. It is important to note that the non-GAAP business segment profitability corresponds in total to our consolidated Adjusted EBITDA described within our consolidated results of operations above, which our chief operating decision maker and other members of management use to measure our performance from period to period both at the consolidated level as well as within our operating segments, to evaluate and fund incentive compensation programs and to compare our results to those of our competitors. These non-GAAP measures should not be considered as an alternative to net income/(loss), operating income/(loss), cash flows from operating activities or any other performance measures derived in accordance with GAAP as measures of operating performance or cash flows as measures of liquidity. These non-GAAP measures may differ from similarly titled measures used by others and have important limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP.

(IN MILLIONS)	Connect	Media	Corporate	Total
Three Months Ended March 31, 2020				
Operating income/(loss)	$ (15)	$ 191	$ (78)	$ 98
Depreciation and amortization	$ 65	$ 147	$ 2	$ 214
Restructuring charges	$ 8	$ 1	$ 2	$ 11
Share-based compensation expense	$ 5	$ 4	$ 7	$ 16
Other items(1)	$ —	$ —	$ 21	$ 21
Separation-related costs(2)	$ —	$ —	$ 35	$ 35
Non-GAAP Business segment income/(loss)	$ 63	$ 343	$ (11)	$ 395

(IN MILLIONS)	Connect	Media	Corporate	Total
Three Months Ended March 31, 2019				
Operating income/(loss)	$ (2)	$ 214	$ (38)	$ 174
Depreciation and amortization	$ 55	$ 123	$ 1	$ 179
Restructuring charges	$ 22	$ 7	$ 6	$ 35
Share-based compensation expense	$ 4	$ 3	$ 8	$ 15
Other items(1)	$ —	$ —	$ 12	$ 12
Non-GAAP Business segment income/(loss)	$ 79	$ 347	$ (11)	$ 415

(1) For the three months ended March 31, 2020, other items primarily consist of business optimization costs and transaction related costs. For the three months ended March 31, 2019, other items primarily consist of business optimization costs, including strategic review costs, and transaction related costs.

(2) Separation-related costs consists of costs that would not have been incurred if we were not undertaking the separation of the Nielsen Global Connect business from the Nielsen Global Media business and positioning Global Connect and Global Media to operate as two independent companies.

(IN MILLIONS)	Three Months Ended March 31, 2020 Reported	Three Months Ended March 31, 2019 Reported	% Variance 2020 vs. 2019 Reported	Three Months Ended March 31, 2019 Constant Currency	% Variance 2020 vs. 2019 Constant Currency
Non-GAAP Business Segment Income/(Loss)					
Connect	$ 63	$ 79	(20.3)%	$ 72	(12.5)%
Media	343	347	(1.2)%	346	(0.9)%
Corporate and Eliminations	(11)	(11)	NM	(11)	NM
Total Nielsen	$ 395	$ 415	(4.8)%	$ 407	(2.9)%

Connect Segment Profitability

Operating loss was $15 million for the three months ended March 31, 2020 as compared to operating loss of $2 million for the three months ended March 31, 2019. The decrease was primarily due to the revenue performance discussed above, higher depreciation and amortization expense and our continued global investments in our services, including retailer investments, partially offset by lower restructuring charges for the three months ended March 31, 2020. Non-GAAP business segment income decreased 12.5% on a constant currency basis.

Media Segment Profitability

Operating income was $191 million for the three months ended March 31, 2020 as compared to $214 million for the three months ended March 31, 2019. The decrease was primarily due to an increase in depreciation and amortization expense as well the impact of our investments and higher spending on product portfolio management initiatives, including data acquisition costs, partially offset by the revenue performance discussed above and a decrease in restructuring charges for the three months ended March 31, 2020. Non-GAAP business segment income decreased 0.9% on a constant currency basis.

Corporate Expenses and Eliminations

Operating expenses were $78 million for the three months ended March 31, 2020 as compared to $38 million for the three months ended March 31, 2019. The increase was primarily due to separation-related costs for the three months ended March 31, 2020.

Liquidity and Capital Resources

Overview

Cash flows from operations were $(5) million for the three months ended March 31, 2020, as compared to $(43) million for the three months ended March 31, 2019, an increase of $38 million primarily due to working capital timing and lower interest payments, partially offset by the Adjusted EBITDA performance discussed above, higher employee annual incentive payments and higher income tax payments.

We provide for additional liquidity through several sources including maintaining an adequate cash balance, access to global funding sources and a committed revolving credit facility. The following table provides a summary of the major sources of liquidity as of and for the three months ended March 31, 2020 and 2019:

(IN MILLIONS)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Net cash from operating activities	$ (5)	$ (43)
Cash and cash equivalents	$ 359	$ 402
Availability under Revolving credit facility	$ 698	$ 571

Of the $359 million in cash and cash equivalents, approximately $312 million was held in jurisdictions outside the U.S. and as a result, there may be tax consequences if such amounts were moved out of these jurisdictions or repatriated to the U.S. We regularly review the amount of cash and cash equivalents held outside of the U.S. to determine the amounts necessary to fund the current operations of our foreign operations and their growth initiatives and amounts needed to service our U.S. indebtedness and related obligations.

The below table illustrates our weighted average interest rate and cash paid for interest over the three months ended March 31, 2020 and 2019.

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Weighted average interest rate	4.09%	4.70%
Cash paid for interest, net of amounts capitalized (in millions)	$ 50	$ 55

Our contractual obligations, commitments and debt service requirements over the next several years are significant. We believe we will have available resources to meet both our short-term and long-term liquidity requirements, including our senior secured debt service. We expect the cash flow from our operations, combined with existing cash and amounts available under the revolving credit facility, will provide sufficient liquidity to fund our current obligations, projected working capital requirements, restructuring obligations, dividend payments and capital spending over the next year. In addition, we may, from time to time, purchase, repay, redeem or retire any of our outstanding debt securities (including any publicly issued debt securities) in privately negotiated or open market transactions, by tender offer or otherwise.

Our $800 million 4.50% senior debenture loan matures in October 2020 and, as of March 31, 2020, there was approximately $817 million of outstanding principal and interest payable thereunder. We believe that it is probable that it will be able to refinance this debt prior to maturity.

Financial Debt Covenants Attributable to The Nielsen Company B.V.

The Fifth Amended and Restated Credit Agreement (the “Amended Credit Agreement”) contains a financial covenant consisting of a maximum leverage ratio applicable to our indirect wholly-owned subsidiary, Nielsen Holding and Finance B.V. and its restricted subsidiaries. The leverage ratio requires that we not permit the ratio of total net debt (as defined in the Amended Credit Agreement) at the end of any calendar quarter to Consolidated EBITDA (as defined in the Amended Credit Agreement) for the four quarters then ended to exceed a specified threshold. The maximum permitted ratio is 5.50 to 1.00.

Failure to comply with this financial covenant would result in an event of default under our Amended Credit Agreement unless waived by our senior credit lenders. An event of default under our Amended Credit Agreement can result in the acceleration of our indebtedness under the facilities, which in turn would result in an event of default and possible acceleration of indebtedness under the agreements governing our debt securities as well. As our failure to comply with the financial covenant described above can cause us to go into default under the agreements governing our indebtedness, management believes that our Amended Credit Agreement and this covenant are material to us. As of March 31, 2020, we were in full compliance with the financial covenant described above.

Revolving Credit Facility

The Amended Credit Agreement contains a senior secured revolving credit facility with aggregate revolving credit commitments of $850 million and a final maturity of July 2023 under which Nielsen Finance LLC, TNC (US) Holdings, Inc., and Nielsen Holding and Finance B.V. can borrow revolving loans. The revolving credit facility can also be used for letters of credit, guarantees and swingline loans.

The senior secured revolving credit facility is provided under the Amended Credit Agreement and so contains covenants and restrictions as noted above with respect to the Amended Credit Agreement. Obligations under the revolving credit facility are guaranteed by the same entities that guarantee obligations under the Amended Credit Agreement.

As of March 31, 2020 and 2019, we had $135 million and $263 million borrowings outstanding and had outstanding letters of credit of $17 million and $16 million, respectively. As of March 31, 2020, we had $698 million available for borrowing under the revolving credit facility.

Dividends and Share Repurchase Program

We continue to drive shareholder value through our quarterly cash dividend policy which was adopted by our Board of Directors ("Board") in 2013. Under this plan we have paid $21 million and $124 million in cash dividends during the years ended March 31, 2020 and 2019, respectively. Any decision to declare and pay dividends in the future will be made at the discretion of our Board and will be subject to the Board's continuing determination that the dividend policy and the declaration of dividends thereunder are in the best interests of our shareholders, and are in compliance with all laws and agreements to which we are subject. The below table summarizes the dividends declared on our common stock during 2019 and the three months ended March 31, 2020.

Declaration Date	**Record Date**	**Payment Date**		**Dividend Per Share**
February 21, 2019	March 7, 2019	March 21, 2019	$	0.35
April 18, 2019	June 5, 2019	June 19, 2019	$	0.35
July 18, 2019	August 22, 2019	September 5, 2019	$	0.35
November 3, 2019	November 21, 2019	December 5, 2019	$	0.06
February 20, 2020	March 5, 2020	March 19, 2020	$	0.06

On April 16, 2020, our Board declared a cash dividend of $0.06 per share on our common stock. The dividend is payable on June 18, 2020 to shareholders of record at the close of business on June 4, 2020.

Our Board approved a share repurchase program, as included in the below table, for up to $2 billion of our outstanding common stock. The primary purpose of the program is to return value to shareholders and to mitigate dilution associated with our equity compensation plans.

Board Approval		**Share Repurchase Authorization ($ in millions)**
July 25, 2013	$	500
October 23, 2014	$	1,000
December 11, 2015	$	500
Total Share Repurchase Authorization	$	2,000

Repurchases under this program will be made in accordance with applicable securities laws from time to time and depending on our evaluation of market conditions and other factors. This program has been executed within the limitations of the authority granted us on August 6, 2015, which authority will expire in August 2020. We are seeking shareholder authorization to extend the authority under which the share repurchase program is executed at its 2020 Annual General Meeting of Shareholders.

As of March 31, 2020, there were 39,426,521 shares of our common stock purchased at an average price of $44.95 per share (total consideration of approximately $1,772 million) under this program. There were no share repurchases for the three months ended March 31, 2020.

Cash Flows

Operating activities. Net cash used in operating activities was $5 million for the three months ended March 31, 2020, as compared to $43 million used in operating activities for the three months ended March 31, 2019. This decrease in net cash used in operating activities was primarily due to working capital timing and lower interest payments, partially offset by the Adjusted EBITDA performance discussed above, higher employee annual incentive payments and higher income tax payments. Our key collections performance measure, days billing outstanding ("DBO"), decreased by two days as compared to the same period last year.

Investing activities. Net cash used in investing activities was $142 million for the three months ended March 31, 2020, as compared to $180 million for the three months ended March 31, 2019. The primary drivers for the decrease were lower acquisition payments and lower additions of property plant and equipment and intangible assets during the three months ended March 31, 2020 as compared to the same period for 2019.

Financing activities. Net cash provided by financing activities was $82 million for the three months ended March 31, 2020 as compared to $104 million for the three months ended March 31, 2019. The decrease in net cash provided by financing activities was primarily due to lower net borrowings of the revolving credit facility, partially offset by lower dividends payments as described in the "Dividends and Share Repurchase Program" section above, during the three months ended March 31, 2020 as compared to the same period for 2019.

Capital Expenditures

Investments in property, plant, equipment, software and other assets totaled $112 million for the three months ended March 31, 2020 as compared to $122 million for the three months ended March 31, 2019.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that currently have or are reasonably likely to have a material effect on our consolidated financial condition, changes in financial condition, results of operations, liquidity, capital expenditures or capital resources.

Summary of Recent Accounting Pronouncements

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Financial Instruments – Credit Losses

Effective January 1, 2020, we adopted ASU, "Financial Instruments – Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments". The standard significantly changes how entities measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The standard replaced the "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. For available-for-sale debt securities, entities are required to record allowances rather than reduce the carrying amount under the other-than-temporary impairment model. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. Upon adoption, this new standard did not have a significant impact on our consolidated balance sheets and statements of operations.

Compensation-Retirement Benefits-Defined Benefit Plans-General

In August 2018, the FASB issued ASU No. 2018-14, Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20), which amends the current disclosure requirements regarding defined benefit pensions and other post retirement plans, and allows for the removal of certain disclosures, while adding certain new disclosure requirements. This standard is effective for fiscal years beginning after December 15, 2020 and allows for early adoption. We do not expect this new standard to have a significant impact on our disclosures.

Income Taxes (Topic 740): Simplifying the Accounting for Income taxes

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes which amends and aims to simplify accounting disclosure requirements regarding a number of topics including: intraperiod tax allocation, accounting for deferred taxes when there are changes in consolidation of certain investments, tax basis step up in an acquisition and the application of effective rate changes during interim periods, amongst other improvements. This standard is effective for fiscal years beginning after December 15, 2020 and allows for early adoption. We are assessing the impact of this new standard on our consolidated balance sheets, statements of operations and our future disclosures.

Reference Rate Reform-Facilitation of the Effects of Reference Rate Reform on Financial Reporting

On March 12, 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update (ASU) 2020-04, Reference Rate Reform ("ASC 848"): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. ASC 848 contains optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform. The provisions of ASC 848 must be applied at a Topic, Subtopic or Industry Subtopic for all transactions other than derivatives, which may be applied at a hedging relationship level.

Commitments and Contingencies

Legal Proceedings and Contingencies

In August 2018, a putative shareholder class action lawsuit was filed in the Southern District of New York, naming as defendants Nielsen, former Chief Executive Officer Dwight Mitchell Barns, and former Chief Financial Officer Jamere Jackson. Another lawsuit, which alleged similar facts but also named other Nielsen officers, was filed in the Northern District of Illinois in September 2018 and transferred to the Southern District of New York in December 2018. The actions were consolidated on April 22, 2019, and the Public Employees' Retirement System of Mississippi was appointed lead plaintiff for the putative class. The operative complaint was filed on September 27, 2019, and asserts violations of certain provisions of the Securities Exchange Act of 1934, as amended, based on allegedly false and materially misleading statements relating to the outlook of Nielsen's Buy (now "Connect") segment, Nielsen's preparedness for changes in global data privacy laws and Nielsen's reliance on third-party data. Nielsen moved to dismiss the operative complaint on November 26, 2019. Briefing of Nielsen's motion concluded on February 26, 2020. In addition, in January 2019, a shareholder derivative lawsuit was filed in New York Supreme Court against a number of Nielsen's current and former officers and directors. The derivative lawsuit alleges that the named officers and directors breached their fiduciary duties to the Company in connection with factual assertions substantially similar to those in the putative class action complaint. The derivative lawsuit further alleges that certain officers and directors engaged in trading Nielsen stock based on material, nonpublic information. By agreement dated June 26, 2019, the derivative lawsuit has been stayed pending resolution of Nielsen's motion to dismiss the aforementioned securities litigation. Nielsen intends to defend these lawsuits vigorously. Based on currently available information, Nielsen believes that the Company has meritorious defenses to these actions and that their resolution is not likely to have a material adverse effect on Nielsen's business, financial position, or results of operations.

We are subject to litigation and other claims in the ordinary course of business, some of which include claims for substantial sums. Accruals have been recorded when the outcome is probable and can be reasonably estimated. While the ultimate results of claims and litigation cannot be determined, we expect that the ultimate disposition of these matters will not have a material adverse effect on our operations or financial condition. However, depending on the amount and the timing, an unfavorable resolution of some or all of these matters could materially affect our future results of operations or cash flows in a particular period.

Other Contractual Obligations

Our other contractual obligations include capital lease obligations (including interest portion), facility leases, leases of certain computer and other equipment, agreements to purchase data and telecommunication services and the payment of principal and interest on debt and pension fund obligations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk is the potential loss arising from adverse changes in market rates and market prices such as interest rates, foreign currency exchange rates, and changes in the market value of equity instruments. We are exposed to market risk, primarily related to foreign exchange and interest rates. We actively monitor these exposures. Historically, in order to manage the volatility relating to these exposures, we entered into a variety of derivative financial instruments, mainly interest rate swaps, cross-currency swaps and forward rate agreements. Currently we only employ basic contracts, that is, without options, embedded or otherwise. Our objective is to reduce, where it is deemed appropriate to do so, fluctuations in earnings, cash flows and the value of our net investments in subsidiaries resulting from changes in interest rates and foreign currency rates. It is our policy not to trade in financial instruments for speculative purposes.

Foreign Currency Exchange Risk

We operate globally and predominantly generate revenues and expenses in local currencies. Approximately 40% of our revenues and 39% of our operating costs were generated in currencies other than the U.S. Dollar for the three months ended March 31,

2020. Because of fluctuations (including possible devaluations) in currency exchange rates or the imposition of limitations on conversion of foreign currencies into our reporting currency, we are subject to currency translation exposure on the profits of our operations, in addition to transaction exposure. Typically, a one cent change in the U.S. Dollar/Euro exchange rate, holding all other currencies constant, will impact revenues by approximately $6 million annually, with an immaterial impact on our profitability.

For the quarters ended March 31, 2020 and 2019, we recorded a net loss of $3 million and a net gain of $1 million, respectively, associated with foreign currency derivative financial instruments within foreign currency exchange transactions gains/(losses), net in our condensed consolidated statements of operations. As of March 31, 2020 and December 31, 2019, the notional amounts of outstanding foreign currency derivative financial instruments were $100 million and $125 million, respectively.

The table below details the percentage of revenues and expenses by currency for the three months ended March 31, 2020:

	U.S. Dollar	Euro	Other Currencies
Revenues	60%	10%	30%
Operating costs	61%	10%	29%

Interest Rate Risk

We continually review our fixed and variable rate debt along with related hedging opportunities in order to ensure our portfolio is appropriately balanced as part of our overall interest rate risk management strategy. At March 31, 2020, we had $4,064 million in carrying value of floating-rate debt under our senior secured credit facilities of which $2,050 million was subject to effective floating-fixed interest rate swaps. A one percent increase in interest rates applied to our floating rate indebtedness would therefore increase annual interest expense by approximately $20 million ($41 million without giving effect to any of our interest rate swaps).

Derivative instruments involve, to varying degrees, elements of non-performance, or credit risk. We do not believe that we currently face a significant risk of loss in the event of non-performance by the counterparties associated with these instruments, as these transactions were executed with a diversified group of major financial institutions with a minimum investment-grade or better credit rating. Our credit risk exposure is managed through the continuous monitoring of our exposures to such counterparties.

Equity Price Risk

We are not exposed to material equity price risk.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) that are designed to ensure that information required to be disclosed in the reports that the Company files or submits to the SEC under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to the Company’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

The Company’s Chief Executive Officer and Chief Financial Officer have evaluated the effectiveness of the Company’s disclosure controls and procedures as of March 31, 2020 (the “Evaluation Date”). Based on such evaluation and subject to the foregoing, such officers have concluded that, as of the Evaluation Date, the Company’s disclosure controls and procedures are effective at the reasonable assurance level.

(b) Changes in Internal Control over Financial Reporting

There have been no changes in the Company’s internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

In August 2018, a putative shareholder class action lawsuit was filed in the Southern District of New York, naming as defendants Nielsen, former Chief Executive Officer Dwight Mitchell Barns, and former Chief Financial Officer Jamere Jackson. Another lawsuit, which alleged similar facts but also named other Nielsen officers, was filed in the Northern District of Illinois in September 2018 and transferred to the Southern District of New York in December 2018. The actions were consolidated on April 22, 2019, and the Public Employees' Retirement System of Mississippi was appointed lead plaintiff for the putative class. The operative complaint was filed on September 27, 2019, and asserts violations of certain provisions of the Securities Exchange Act of 1934, as amended, based on allegedly false and materially misleading statements relating to the outlook of Nielsen's Buy (now "Connect") segment, Nielsen's preparedness for changes in global data privacy laws and Nielsen's reliance on third-party data. Nielsen moved to dismiss the operative complaint on November 26, 2019. Briefing of Nielsen's motion concluded on February 26, 2020. In addition, in January 2019, a shareholder derivative lawsuit was filed in New York Supreme Court against a number of Nielsen's current and former officers and directors. The derivative lawsuit alleges that the named officers and directors breached their fiduciary duties to the Company in connection with factual assertions substantially similar to those in the putative class action complaint. The derivative lawsuit further alleges that certain officers and directors engaged in trading Nielsen stock based on material, nonpublic information. By agreement dated June 26, 2019, the derivative lawsuit has been stayed pending resolution of Nielsen's motion to dismiss the aforementioned securities litigation. Nielsen intends to defend these lawsuits vigorously. Based on currently available information, Nielsen believes that the Company has meritorious defenses to these actions and that their resolution is not likely to have a material adverse effect on Nielsen's business, financial position, or results of operations.

We are subject to litigation and other claims in the ordinary course of business, some of which include claims for substantial sums. Accruals have been recorded when the outcome is probable and can be reasonably estimated. While the ultimate results of claims and litigation cannot be determined, we expect that the ultimate disposition of these matters will not have a material adverse effect on our operations or financial condition. However, depending on the amount and the timing, an unfavorable resolution of some or all of these matters could materially affect our future results of operations or cash flows in a particular period.

Item 1A. Risk Factors

There have been no material changes to our Risk Factors as previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2019 other than as set forth below, which, along with the Risk Factors previously disclosed, could materially adversely affect our business, financial condition and results of operations. Additional risks and uncertainties that are not presently known to us or that we deem immaterial may also impair our business operations and financial condition.

Our operations are vulnerable to the effects of epidemics, such as COVID-19, which has and is expected to continue to adversely affect our business.

We are vulnerable to the general economic effects of epidemics and other public health crises, including the ongoing novel coronavirus ("COVID-19") outbreak that has spread throughout the world and has been declared a pandemic by the World Health Organization. Due to the recent outbreak of COVID-19, there has been a substantial curtailment of business activities in many countries around the world, which is affecting and may continue to affect our ability to conduct fieldwork, operate call centers, and other services that require manual data collection. In addition, we have closed numerous offices and personnel are working from home where possible, which is and may continue to affect overall business performance. The risk is particularly pronounced in the Connect business where our teams need to visit traditional stores to collect information where electronic data transmission is not possible, where the services rely on call centers, and where we need to conduct face to face consumer research interviews. With respect to the Media business, because our measurement services require Nielsen to recruit new panelist households and interact with existing panelists to install metering equipment, over time the pandemic and related "stay at home" orders may adversely affect Nielsen's audio and television ratings and measurement services. Further, the COVID-19 pandemic could have a negative impact on our business if clients decide to cut back or delay their spending, or declare bankruptcy in light of poor business performance due to the pandemic. If the pandemic is not contained or otherwise continues, it will have a material adverse effect on our business, results of operations and financial position.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

<u>Unregistered Sales of Equity Securities</u>

There were no unregistered sales of our common stock during the three months ended March 31, 2020.

Purchases of Equity Securities by the Issuer

There were no share repurchases during the three months ended March 31, 2020.

Our Board approved a share repurchase program for up to $2 billion of our outstanding common stock on the dates indicated under Part 1- Item 2- Management's Discussion and Analysis of Financial Condition and Results of Operations- Liquidity and Capital Resources- Dividends and Share Repurchase Program.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable

Item 6. Exhibits

EXHIBIT INDEX

Exhibit Number	Description of Exhibits
10.1*†	Amended and Restated Nielsen Holdings Plc Executive Severance Policy for Section 16 Officer and United States-Based Senior Executives
10.2*†	Form of Voluntary Salary and Bonus Reduction Program Due to Covid-19 Pandemic Letter to Section 16 Officers
31.1*	CEO 302 Certification Pursuant to Rule 13a-15(e)/15d-15(e)
31.2*	CFO 302 Certification Pursuant to Rule 13a-15(e)/15d-15(e)
32.1*	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)
101*	The following financial information from Nielsen Holdings plc's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, formatted in iXBRL includes: (i) Condensed Consolidated Statements of Operations (Unaudited) for the three months ended March 31, 2020 and 2019, (ii) Condensed Consolidated Statements of Comprehensive Income (Unaudited) for the three months ended March 31, 2020 and 2019, (iii) Condensed Consolidated Balance Sheets at March 31, 2020 (Unaudited) and December 31, 2019, (iv) Condensed Consolidated Statements of Cash Flows (Unaudited) for the three months ended March 31, 2020 and 2019, and (v) Condensed Consolidated Statements of Changes in Equity for the three months ended March 31, 2020 and 2019, (vi) the Notes to Condensed Consolidated Financial Statements.
104*	Cover Page Interactive Data File (embedded within the Inline XBRL and included in Exhibit 101)

* Filed or furnished herewith

† Management contract or compensatory plan in which directors and/or executive officers are eligible to participate.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

SIGNATURES

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

Nielsen Holdings plc
(Registrant)

Date: April 30, 2020

/s/ Christopher Taft
Christopher Taft
Senior Vice President and Corporate Controller
(Duly Authorized Officer and Principal Accounting Officer)

AMENDED AND RESTATED NIELSEN HOLDINGS PLC SEVERANCE POLICY FOR SECTION 16 OFFICERS AND UNITED STATES-BASED SENIOR EXECUTIVES

ARTICLE I
Purpose and Effectiveness

Nielsen Holdings plc (the "Company") has adopted this Severance Policy for Section 16 Officers and United States-Based Senior Executives (the "Policy"), effective as of July 20, 2017, to provide eligible employees of the Company Group the opportunity to receive severance benefits following a qualifying termination of employment. This Policy supersedes and replaces any preceding policy, plan, agreement or understanding adopted by or entered into by the Company relating to severance benefits for each Participant covered by this Policy. This Policy is intended to be a top hat welfare benefit plan under ERISA, maintained for a select group of management or highly compensated employees. Notwithstanding any provision of this Policy to the contrary, the CEO shall not become a Participant under this Policy until this Policy has been approved by the Company's shareholders in accordance with the requirements of the Companies Act 2006 of the United Kingdom.

The severance benefits provided for herein further the Company's goals of attracting and retaining executives, keeping senior executives focused on pursuing transaction opportunities that are in the best interest of shareholders and retaining key talent during times of substantial change or consolidation.

ARTICLE II
Definitions

For purposes of this Policy, the following words and phrases shall have the meanings indicated below:

(a) "Average Bonus" means, as to any Participant, the average annual bonus earned under the Executive Annual Incentive Plan (or any successor annual bonus program) or other applicable annual incentive plan in which such Participant participates immediately prior to the Date of Termination and paid by the Company to the Participant for performance in the three fiscal years preceding the Date of Termination (excluding any special or one-time bonuses or any amounts not attributable to the applicable annual incentive plan). If such Participant did not receive a bonus (or received a prorated bonus) in any of those three preceding fiscal years due to the Participant commencing employment with the Company, the applicable period of employment (i.e. the other one or two years of bonuses) shall be used to calculate the average. If such Participant is terminated prior to having been paid any bonus with respect to a fiscal year, then such Participant's Average Bonus will be calculated with respect to such fiscal year based on the Participant's target bonus under the Executive Annual Incentive Plan (or any successor annual bonus program) or other applicable annual incentive plan in which such Participant participates immediately prior to the Date of Termination.

(b) "Base Salary" means, as to any Participant, the amount the Participant is entitled to receive as annual base salary without reduction for any pre-tax contributions to benefit plans. Base Salary does not include bonuses, incentives, commissions, overtime pay, shift pay, premium pay, cost of living allowances or income from stock options, stock grants or any other equity-based awards.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means, with respect to any Participant, the occurrence of any one or more of the following events:

(i) The Participant's willful misconduct with regard to the Company Group;

(ii) The Participant's conviction of, or entry into a plea of guilty or nolo contendere to, a felony, a misdemeanor involving moral turpitude or an intentional crime involving material dishonesty other than, in any case, vicarious liability;

(iii) The Participant's conduct involving the use of illegal drugs in the workplace;

(iv) The Participant's failure to attempt in good faith to follow a lawful directive of his or her supervisor (or, in the case of the CEO, the Board) within ten (10) days after written notice of such failure; or

(v) The Participant's breach of any agreement with the Company Group which continues beyond ten (10) business days after written demand for substantial performance is sent to the Participant by the Company (to the extent that, in the reasonable judgment of the Committee, such breach can be cured by the Participant).

(e) "CEO" means the Chief Executive Officer of the Company.

(f) "Change in Control" means any one or more of the following events:

(i) any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934 as amended, or any successor thereto (the "Exchange Act"), as modified and used in Sections 13(d) and 14(d) of the Exchange Act) or "group" (as such term is used for purposes of Section 13(d) or 14(d) of the Exchange Act), other than the Permitted Holders, is or becomes the Beneficial Owner (except that a "person" shall be a "Beneficial Owner" of all shares that any such "person" has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 40% of the total voting power of the voting stock of the Company (or any entity which controls the Company), including by way of merger, consolidation, tender or exchange offer or otherwise;

(ii) a reorganization, recapitalization, merger or consolidation (a "Corporate Transaction") involving the Company, unless securities representing 50% or more of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Company or the corporation resulting from such Corporate Transaction (or the parent of such corporation) are held subsequent to such transaction by the "person" or "persons" who were the Beneficial Owners of the outstanding voting securities entitled to vote generally in the election of directors of the Company immediately prior to such Corporate Transaction;

(iii) during any rolling 12-month period looking back from any given date, individuals who at the beginning of such period constituted the Board (together with any new directors whose election by such Board or whose nomination for election by the shareholders of the Company was approved by a vote of a majority of the directors of the Company, then still in office, who were either directors at the beginning of such period or whose election or nomination for election was previously so approved (any such director, an "Incumbent Director") cease for any reason to constitute a majority of the Board, then in office; provided, that, no individual shall be an Incumbent Director who is elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any "person" other than the Board; or

(iv) the sale, liquidation or disposition, in one or a series of related transactions, of all or substantially all, of the assets of the Company to any "person" or "group" other than the Permitted Holders.

In addition, if required to comply with Section 409A of the Code, the transaction or event described above must also constitute a "change in the ownership or effective control of the Company" or a "change in the ownership of a substantial portion of the assets of the Company," as defined in Treasury Regulation §1.409A-3(i)(5).

(g) "Change in Control Protection Period" means the 24-month period immediately following a Change in Control.

(h) "Clawback Policy" means the Company's Clawback Policy (or any successor policy thereto adopted by the Company).

(i) "Code" means the Internal Revenue Code of 1986, as amended.

(j) "Committee" means the Compensation Committee of the Board (or, in the absence of such a committee, the Board).

(k) "Company Group" means the Company (or following a Change in Control, the surviving company) and each of its subsidiaries and affiliates.

(l) "Date of Termination" means the earliest occurrence of any of the following:

(i) If the Participant's employment is terminated by the Company for Cause or due to Disability, the date on which the Participant is notified of such termination in writing;

(ii) If the Participant's employment is terminated by the Company without Cause (and other than due to Disability), the date of termination set forth in the notice pursuant to which the Company notifies the Participant of such termination; provided, that, unless otherwise mutually agreed with such Participant, such date of termination will be no later than thirty (30) days after the date on which the Company sends such notification to the Participant;

(iii) If the Participant resigns with or without Good Reason, thirty (30) days after the date on which the Company receives, from the Participant, written notice of such resignation; provided, that, (A) if the Participant resigns without Good Reason, the Company, in its discretion, may choose to waive all or any portion of such 30-day notice period and provide an earlier Date of Termination, and (B) if the Participant resigns for Good Reason, the event(s) giving rise to Good Reason have not been cured during such 30-day notice period; or

(iv) If the Participant's employment is terminated by reason of death, the date of the Participant's death.

(m)"Disability" means, with respect to any Participant, "permanent disability" as determined under the Company's governing long-term disability plan or, if no such plan exists or applies, such term will mean a determination that a person is "totally disabled" by the Social Security Administration.

(n)“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended.

(o)“Good Reason” means, with respect to any Participant, the occurrence of any one or more of the following events without a Participant’s prior written consent:

(i)A reduction of the Participant’s Base Salary by greater than 10% as compared to the Base Salary amount immediately prior to such reduction, other than in connection with (A) a general or across-the-board reduction of the base salaries of similarly situated employees, or (B) a voluntary reduction of the Participant’s Base Salary through September 30, 2020 in connection with the COVID-19 pandemic (the “COVID-19 Base Salary Reduction,” and, the period during which such reduction pursuant to this clause (B) is in effect, the “COVID-19 Base Salary Reduction Period”);

(ii)A material diminution of the Participant’s authority, duties or responsibilities;

(iii)A change in Participant’s principal place of work to a location greater than 50 miles from the Participant’s principal place of work immediately prior to such a change; provided, that such change in location also materially increases the distance of Participant’s commute;

(iv)The failure of any successor to the Company to assume this Policy and abide by the material terms herein following a Change in Control; or

(v)For the CEO or any Group A Participant only, following a Change in Control, any adverse change in the Participant’s reporting relationship, such that, if the Participant is the CEO, such Participant no longer reports directly to the Board and, if the Participant is not the CEO, such Participant no longer reports to the CEO.

Notwithstanding the foregoing, a Participant shall not have Good Reason for termination unless the Company receives, from such Participant, written notice of termination for Good Reason within sixty (60) days after the event giving rise to Good Reason occurs, specifying in reasonable detail the event(s) alleged to constitute Good Reason, and the Company does not correct such event(s) within thirty (30) days after the date on which the Company receives such written notice of termination.

(p) “Group A Participant” means each Section 16 Officer other than the CEO.

(q) “Group B Participant” means any employee of the Company Group (i) designated by the Company as either a Band I Executive or a Band II Executive and (ii) who is primarily employed in the United States.

(r)“Participant” means each of the CEO, the Group A Participants and the Group B Participants.

(s)“Permitted Holder” means any and all of an employee benefit plan (or trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other person of which a majority of its voting power of its voting equity securities or equity interest is owned, directly or indirectly, by the Company.

(t)“Qualifying Termination” means a termination of employment with the Company Group by either:

(i)the Company Group without Cause (other than due to death or Disability); or

(ii)the Participant for Good Reason.

For the avoidance of doubt, "Qualifying Termination" shall not include a termination of employment with the Company Group as a result of a sale or spin-off of the business unit of the Company Group with which the Participant is associated as an executive, provided that the Participant is offered a "comparable position" with the buyer or any affiliate thereof, the spun-off entity or the Company Group, whether or not such offer is accepted by the Participant. A position shall be deemed to be a "comparable position" for purposes of this Article II (t)(ii) if it (i) provides for a comparable position and salary to those of the Participant immediately prior to the said sale or spin-off and (ii) does not increase the distance between the Participant's principal business location and the Participant's place of residence at the time of the sale by more than 50 miles.

(u)"Section 16 Officer" means an officer of the Company who is subject to the reporting rules under Section 16 of the Exchange Act.

(v)"Severance Period" means (i) with respect to the CEO, the 24-month period immediately following the Date of Termination, (ii) with respect to any Group A Participant, if the Date of Termination falls outside of the Change in Control Protection Period, the 12-month period immediately following such Date of Termination and, if the Date of Termination falls within the Change in Control Protection Period, the 24-month period immediately following such Date of Termination, and (iii) with respect to any Group B Participant, the 12-month period following such Date of Termination, in each case, if that termination is determined to be a Qualifying Termination.

ARTICLE III
Administration

3.1 Interpretation. This Policy shall be interpreted, administered and operated by the Committee, which may delegate its duties and powers in whole or in part to any subcommittee thereof or such other persons from time to time as it may designate; provided that, the Committee may not delegate its authority to administer this Policy with respect to any Section 16 Officer except to a subcommittee of the Committee. The Committee is authorized to interpret this Policy, to establish, amend and rescind any rules and regulations relating to this Policy, to resolve ambiguities under this Policy, and to make any other determinations that it deems necessary or desirable for the administration of this Policy. The Committee shall have the full power and authority, in its sole discretion but subject to the provisions of this Policy, including, without limitation, to determine who shall be a Band I Executive or a Band II Executive (and therefore a Group B Participant hereunder) and to establish the terms and conditions of any payment or benefit payable under this Policy. Any decision of the Committee in the interpretation and administration of this Policy, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Participants and any of their beneficiaries or successors). Whenever this Policy refers to a number of days, such number shall refer to calendar days unless business days are specified.

3.2 Related Expenses. All expenses and liabilities which members of the Committee or any subcommittee, or any delegatees thereof, incur in connection with the administration of this Policy shall be borne by the Company. The Committee or any subcommittee, or delegatees thereof, may employ attorneys, consultants, accountants, appraisers, brokers, or other persons in connection with such administration, and the Committee, any subcommittee (and delegatees thereof), the Company and the Company's officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. No member of the Committee or any subcommittee, or any delegatees thereof, shall be personally liable for any action, determination or interpretation made in good faith with respect to this Policy and all members of the Committee and any subcommittee, and the delegatees thereof, shall be fully protected by the Committee in respect of any such action, determination or interpretation.

ARTICLE IV
Eligibility and Exclusive Participation

4.1 Determination of Eligibility. Each employee who is either (a) a Section 16 Officer, or (b) an employee who is not a Section 16 Officer but who has been designated as a Band I Executive or a Band II Executive by the Company, shall be a Participant who is eligible to receive payments and benefits under this Policy.

4.2 Exclusivity. None of the Participants shall be eligible to receive any other severance payments or severance benefits under any other severance plan, policy or program of the Company, or pursuant to the terms of any employment or other agreement with the Company, as may be in effect from time to time. Any severance payments or severance benefits payable to a Participant under this Policy shall be in lieu of any severance payments or benefits to which such Participant may otherwise have been entitled to pursuant to any other severance plan, policy or program of the Company, or pursuant to the terms of any employment or other agreement with the Company. For the avoidance of doubt, any Participant will also be eligible for any benefits provided upon termination pursuant to the Amended and Restated Nielsen Holdings 2010 Stock Incentive Plan or other applicable equity incentive plan maintained by the Company.

ARTICLE V
Termination Benefits and Payments

5.1 Payment of Accrued Benefits Following Any Termination. If a Participant incurs a termination of employment for any reason at any time, the Participant or the Participant's estate, as applicable, shall be entitled to receive the following payments and benefits:

5.1.1 Payment of any (a) unpaid Base Salary, as accrued through the Date of Termination, and (b) unpaid expense reimbursement owed to Participant as of the Date of Termination. This payment will be in the form of a single lump-sum payment within 30 days following the Date of Termination (or earlier, to the extent required by applicable law).

5.1.2 Except for a termination by the Company for Cause, payment of any earned but unpaid annual bonus for any fiscal year preceding the fiscal year of the Date of Termination, payable in a single lump-sum on the date on which annual bonuses are paid to other similarly situated employees of the Company.

5.2 Severance Payments Upon a Qualifying Termination Outside of the Change in Control Protection Period. If a Participant incurs a Qualifying Termination at any time outside of the Change in Control Protection Period, then such Participant shall be entitled to receive the following severance payments, subject to compliance with Article VI of this Policy:

5.2.1 With regard to the CEO, an amount equal to the product of (a) 2 multiplied by (b) the sum of the CEO's Base Salary plus the CEO's Average Bonus, which amount shall be paid during the length of the Severance Period beginning on the first payroll date following the date on which the Severance Agreement (as defined below) becomes irrevocable and in accordance with the Company's usual payroll practices (except as is otherwise provided in Section 7.6 below).

5.2.2 With regard to a Group A Participant or a Group B Participant, an amount equal to the sum of the Participant's Base Salary plus the Participant's Average Bonus, which amount shall be paid during the length of the Severance Period beginning on the first payroll date following the date on which the Severance Agreement becomes irrevocable and in accordance with the Company's usual payroll practices (except as is otherwise provided in Section 7.6 below).

5.3 Severance Payments Upon a Qualifying Termination During the Change in Control Protection Period. If a Participant incurs a Qualifying Termination at any time during the Change in Control Protection Period, the Participant shall be entitled to receive the following severance payments (in lieu of the severance payments provided in Section 5.2 above), subject to compliance with Article VI of this Policy:

5.3.1 With regard to the CEO or a Group A Participant, an amount equal to the product of (a) 2 multiplied by (b) the sum of the Participant's Base Salary plus the Participant's Average Bonus, which amount shall be paid in a single lump sum on the first payroll date following the date on which the Severance Agreement becomes irrevocable (except as is otherwise provided in Section 7.6 below).

5.3.2 With regard to a Group B Participant, an amount equal to the sum of the Participant's Base Salary plus the Participant's Average Bonus, which amount shall be paid during the length of the Severance Period beginning on the first payroll date following the date on which the Severance Agreement becomes irrevocable and in accordance with the Company's usual payroll practices (except as is otherwise provided in Section 7.6 below).

5.4 Payment of Additional Benefits Following a Qualifying Termination. If a Participant incurs a Qualifying Termination at any time, the Participant shall be entitled to receive the following additional payments and benefits, subject to compliance with Article VI of this Policy:

5.4.1 Pro rata annual bonus for the fiscal year in which the Date of Termination occurs, based on the Company's actual performance, which pro rata bonus, if any, shall be paid to the Participant at such time as bonuses are paid to other similarly situated employees of the Company.

5.4.2 In the event a Participant elects under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") to continue health care coverage under the Company's group health benefits plans, such Participant will be required to pay the premiums for coverage of such Participant and such Participant's eligible dependents, but a portion of such premiums will be reimbursed by the Company for a period of time equal to the Severance Period (beginning on the date such premiums begin) such that the Participant shall continue to pay the same amount of monthly premiums as in effect for an active employee with the same coverage; provided, that if the Participant becomes eligible for coverage under the group health benefit plans of a subsequent employer, the reimbursement of such premiums shall cease to be effective as of the date the Participant becomes eligible for such health coverage. Notwithstanding the foregoing, (a) if any plan pursuant to which the Company is providing such coverage is not, or ceases to be, exempt from the application of Code Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (b) the Company is otherwise unable to continue to cover the Participant under its group health plans or the continuation of such coverage would result in adverse tax consequences for the Participant or the imposition of fines or penalties on the Company, then, in either case, an amount equal to the difference between the full monthly COBRA premium payment and the current monthly premium the Participant would have paid as an active employee shall thereafter be paid to the Participant as currently taxable compensation in substantially equal monthly installments over the Severance Period, or the remaining portion thereof.

5.4.3 Outplacement assistance and support services for one year following the Date of Termination in accordance with the Company's policy in effect on the Date of Termination.

5.5 Rules for Participation by Section 16 Officers Employed Primarily Outside the United States. With respect to any Section 16 Officer who is employed primarily in a non-United States jurisdiction, the severance benefits provided in this Policy (a) will be reduced by any notice period (or payment in lieu of notice) and/or separation payments required by applicable law, and (b) will be increased if necessary to ensure that such Section 16 Officer receives all of the severance benefits he or she is entitled to receive under applicable law.

5.6 Rules for Calculating Severance During COVID-19 Base Salary Reduction Period. In the event of a Qualifying Termination following the COVID-19 Base Salary Reduction , severance amounts under Section 5.2 or Section 5.3 shall be calculated (a) on the basis of each Participant's Base Salary in effect immediately prior to the COVID-19 Base Salary Reduction(or such other amount then in effect following the COVID-19 Base Salary Reduction Period) and (b) assuming, for purposes of any Qualifying Termination that occurs in 2021, 2022 or 2023, that the annual bonus paid in respect of calendar year 2020 were calculated on the basis of such Participant's 2020 target bonus in effect prior to any voluntary reduction of such target bonus in connection with the COVID-19 pandemic.

ARTICLE VI
Release of Claims and Restrictive Covenants

6.1 Release and Other Conditions to Severance. Any payments or benefits that may be provided to a Participant under Section 5.2, Section 5.3 and/or Section 5.4 of this Policy shall be conditioned upon the following events:

6.1.1 The Participant's execution, delivery and non-revocation of an effective release of claims against the Company Group, in substantially the form attached hereto as Exhibit A (as modified to the extent necessary to comply with the applicable law of the jurisdiction in which such Participant was primarily employed prior to the Date of Termination, the "Severance Agreement"), which Severance Agreement shall be delivered to the Participant within five (5) days following the Date of Termination and which must be executed (and not revoked) by the Participant within 60 days following the Date of Termination (the "Release Period");

6.1.2 At the Company's request, the Participant's return of all property belonging to the Company Group (including, but not limited to, any Company Group-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company Group);

6.1.3 The Participant's continued compliance with the conditions set forth in Section 6.2; and

6.1.4 Notwithstanding anything herein to the contrary, if the Committee determines, in its reasonable good faith and discretion, that a Participant has not satisfied any of the conditions precedent or subsequent in Section 6.2, (a) any entitlement of the Participant to receive any payments or benefits due under this Policy (other than pursuant to Section 5.1) shall be forfeited, and (b) the Participant shall be obligated to promptly repay the Company all amounts of payments and benefits the Participant previously received under this Policy (other than pursuant to Section 5.1); provided, that if a court subsequently determines that the Participant did satisfy such conditions, the Participant's entitlement to receive such payments and benefits shall be reinstated in accordance with the terms thereof.

6.2 Compliance with Restrictive Covenants. As a condition precedent and subsequent to the initial and continued receipt of any payments or benefits provided to a Participant under Sections 5.2, 5.3 and/or 5.4 of this Policy, the Participant must comply with any restrictive covenants to which such Participant is subject pursuant to the Severance Agreement or any other agreement to which such Participant is a party with any member of the Company Group.

ARTICLE VII
Section 409A

7.1 Interpretation and Compliance. To the extent applicable, this Policy shall be interpreted and applied in accordance with Section 409A of the Code and any regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of this Policy to the contrary, to the extent that the Committee determines that any payments or benefits under this Policy may not be compliant with or exempt from Section 409A of the Code and related guidance, the Committee may at its sole discretion adopt such amendments to this Policy or take such other actions that the Committee determines are necessary or appropriate to (a) exempt the compensation and benefits payable under this Policy from Section 409A of the Code and/or preserve the intended tax treatment of such compensation and benefits, or (b) comply with the requirements of Section 409A of the Code and related guidance; provided, that this Section 7.1 shall not create any obligation on the part of the Committee to adopt any such amendment or take any other action.

7.2 Delay of Payments. Notwithstanding anything to the contrary in this Policy, no amounts shall be paid to any Participant under this Policy during the 6-month period following such Participant's Date of Termination to the extent that the Committee reasonably determines that paying such amounts at the time or times indicated in this Policy would result in a prohibited distribution under Section 409A(a)(2)(b)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such 6-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of the Participant's death), the Participant shall receive payment of a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such 6-month period without interest thereon.

7.3 Separation from Service. Notwithstanding anything to the contrary herein, to the extent required by Section 409A of the Code, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Policy providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a Separation from Service with the Company, as set forth in Section 409A of the Code and Treasury Regulation Section 1.409A-1(h). For purposes of any such provision of this Policy, references to a "resignation," "termination," "termination of employment" or like terms shall mean Separation from Service.

7.4 Separate Payments. For purposes of Section 409A of the Code, each payment made under this Policy shall be designated as a "separate payment" within the meaning of Section 409A of the Code.

7.5 Reimbursement Payments. Notwithstanding anything to the contrary herein, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Policy does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, (a) the amount of expenses eligible for reimbursement or in-kind benefits provided to the Participant during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Participant in any other calendar year, (b) the reimbursements for expenses for which the Participant is entitled shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (c) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

7.6 Release Period Straddles Two Calendar Years. Notwithstanding Sections 5.2 and 5.3 to the contrary, to the extent required by Section 409A of the Code, if the Release Period begins in one calendar year and ends in the next calendar year, the severance payment (or, in the case of payments pursuant to Section 5.2, the first installment of the severance payment) described therein shall be paid on the first regularly scheduled payroll date that occurs in the second (2nd) calendar year (and, in the case of payments pursuant to Section 5.2, such installment shall include all payments that would otherwise have been paid prior to such date). In other words, a Participant is not permitted to influence the calendar year of payment based on the timing of his signing of the Severance Agreement.

ARTICLE VIII
Section 280G

8.1 Best-After-Tax Cutback. Notwithstanding any other provisions of this Policy to the contrary, if any payment or benefit received or to be received by a Participant, whether pursuant to the terms of this Policy or any other plan, arrangement or agreement (all such payments and benefits being hereinafter referred to as the "Total Payments"), would be subject (in whole or part), to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, the Total Payments shall be reduced, as set forth herein, to the extent necessary such that no portion of the Total Payments is subject to the Excise Tax, but only if the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments), is greater than the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments). The Total Payments shall be reduced by the Company or the Committee in its reasonable discretion. No such reduction shall apply to any such payment or benefit that constitutes "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) to the extent that such reduction would result in any prohibited acceleration or additional tax under Section 409A of the Code.

8.2 Total Payments. For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (a) no portion of the Total Payments the receipt or enjoyment of which the Participant has waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account, (b) no portion of the Total Payments shall be taken into account which, in the opinion of an independent nationally recognized accounting firm or consulting firm ("Independent Advisors") selected by the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation, and (c) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and 280G(d)(4) of the Code.

ARTICLE IX
Miscellaneous

9.1 No Waiver. No waiver by the Company or any Participant, as the case may be, at any time of any breach by the other party of, or of any lack of compliance with, any condition or provision of this Policy to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. All other plans, policies, agreements and arrangements of the Company in which a Participant participates during the term of this Policy shall be interpreted so as to avoid the duplication of benefits paid hereunder.

9.2 No Right to Employment. Nothing contained in this Policy or any documents relating to this Policy shall (a) confer upon any Participant any right to continue as a Participant or in the employ or service of any member of the Company Group, (b) constitute any contract or agreement of employment, or (c) interfere in any way with any "at-will" nature (if applicable) of the Participant's employment with the Company Group.

9.3 Unfunded Obligations. The amounts to be paid to any Participant under the Policy are unfunded obligations of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations. Participants shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

9.4 Assignment. Except as otherwise provided herein or by law, no right or interest of any Participant under this Policy shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Policy shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under this Policy to a Participant who is unable to care for his or her affairs, payment may be made directly to the Participant's legal guardian or personal representative. Notwithstanding the foregoing, if a Participant dies while any amount would still be payable to the Participant hereunder (other than amounts which, by their terms, terminate upon the death of the Participant) if the Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Policy to the executors, personal representatives or administrators of the Participant's estate.

9.5 Tax Withholding. All amounts payable under the terms of this Policy shall be subject to withholdings for applicable federal, state, local or non-U.S. taxes and other required payroll deductions.

9.6 Governing Law. It is intended that this Policy be an "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA, and this Policy shall be administered in a manner consistent with such intent. This Policy and all rights hereunder shall be governed, construed and interpreted in accordance with ERISA and, to the extent not preempted by federal law, the laws of the State of New York.

9.7 Validity; Severability. The invalidity or unenforceability of any provision of this Policy shall not affect the validity or enforceability of any other provision of this Policy, which shall remain in full force and effect.

9.8 Recovery of Overpayments. Notwithstanding the foregoing, the Committee shall have the power, discretion, and authority to take any and all actions it deems necessary or advisable to recover any overpayments made under this Policy, including deducting the amount of any such overpayments made to any Participant from any future payments or benefits to be made or provided to such Participant.

9.9 Clawback/Forfeiture. Notwithstanding any provision herein to the contrary, the payment of any amount or provision of any benefit pursuant to Section 5.2, Section 5.3 and/or Section 5.4 above shall be conditioned upon and subject to the Clawback Policy.

9.10 Claims Procedure. With respect to any claim for benefits which are provided for under this Policy, the claim shall be approved or denied by the Committee or a panel designated by the Committee within 90 days following the receipt of the information necessary to process the claim. If the Committee denies a claim for benefits in whole or in part, it will give written notice of the decision to the claimant or the claimant's authorized representative, setting forth the specific reasons for such denial, make specific reference to the pertinent Policy provisions on which the decision was based, and provide any other additional information as may be required by Section 503 of ERISA and the regulations thereunder.

9.11 Termination and Amendment. This Policy, including any exhibits attached hereto, may be amended or terminated, and any provision thereof may be modified or waived, for one or more Participants at any time by the Committee in its sole discretion, in any case, so long as such amendment, termination or modification does not affect any benefits to which a Participant is entitled pursuant to a termination of employment or resignation occurring prior to the date such amendment, termination or modification becomes effective. Notwithstanding the foregoing, this Policy may not be amended in any manner that is adverse to a Participant without such Participant's prior written consent at any time during the two (2) year period immediately following a Change in Control.

9.12 Successors. Any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company shall assume this Policy and all obligations of the Company hereunder in the same manner and to the same extent that the Company would be so obligated if no such succession had taken place.

9.13 Notice of Termination. Any purported termination of a Participant's employment by the Company with or without Cause or resignation by the Participant for Good Reason shall be communicated by a Notice of Termination to the other party given in accordance with this Sections 9.13 and 9.14. The failure by the Participant or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Participant or the Company, respectively, under this Policy or preclude the Participant or the Company from asserting such fact or circumstance in enforcing the Participant's or the Company's rights under this Policy.

9.14 Notices and other Communication. For the purpose of this Policy, notices and all other communications provided for in this Policy shall be given in writing and delivered by hand or sent by certified mail, and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to the Participant, five (5) days after deposit in the United States mail and, if to the Company, to the address set forth below:

To the Company:

Nielsen Holdings plc
Attention: Chief Legal Officer
40 Danbury Rd.
Wilton, Connecticut 06897

As adopted by the Compensation Committee
of the Board of Directors of Nielsen Holdings plc
on April 27, 2020.

NIELSEN HOLDINGS PLC

By: /s/ Emily Epstein
Name: Emily Epstein

Exhibit A

FORM OF SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (the "Agreement") is made by and between ________________________ residing at ____________________ (the "Participant") and Nielsen Holdings plc, a company incorporated under the laws of England and Wales, having its registered office in the United Kingdom (the "Company" and together with its subsidiaries and affiliates, the "Company Group").

ITNESSETH:

WHEREAS, the Participant has been employed by the Company Group since the date specified in the Appendix; and

WHEREAS, the parties to this Agreement desire to enter into an agreement in order to provide certain severance benefits to the Participant pursuant to the terms of the Nielsen Holdings plc Severance Policy for Section 16 Officers and United States-Based Senior Executives (the "Policy");

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter provided and of the actions taken pursuant thereto, the parties agree as follows:

1. The Participant's employment with the Company Group, and the Participant's membership on any committees, is terminated as of the "Date of Termination" specified in the Appendix.

2. Effective on such date, the Participant will incur a "Qualifying Termination" under the Policy, a summary plan description of which the Participant hereby acknowledges receipt, and will, accordingly, be entitled to the benefits set forth therein subject to the terms and conditions of such Policy and this Agreement. A summary of the benefits to which the Participant is entitled under the Policy is set forth in the Appendix.

3. Through the "Severance Period" specified in the Appendix, the Participant will be reasonably available to consult on matters and will cooperate fully with respect to any claims, litigations or investigations, relating to the Company Group. No reimbursement for expenses incurred after the commencement of a period of inactive employee status, or if there is no such period, after termination of employment, shall be made to the Participant unless authorized in advance by the Company.

4. All records, files, drawings, documents, models, disks, equipment and the like relating to the businesses of the Company Group shall remain the sole property of the Company Group and shall not be removed from the premises of the Company Group. The Participant further agrees to return to the Company Group any property of the Company Group that the Participant may have, no matter where located, and not to keep any copies or portions thereof.

5. The Participant shall not make any derogatory statements about the Company Group and shall not make any written or oral statement, news release or other announcement relating to the Participant's employment by the Company Group or relating to the Company Group, its subsidiaries, customers or personnel, which is designed to embarrass or criticize any of the foregoing. Nothing in this Agreement shall be construed to limit, impede or impair the right of the Participant to engage in Protected Activity (as defined below).

6. In consideration of the Company entering into this Agreement with the Participant and subject to the consequences set forth in Paragraph 9 below, the Participant shall not, directly or indirectly, (i) at any time during or after the Participant's employment with the Company Group, disclose any Confidential Information (as defined below) except (A) when required to perform his or her duties to the Company Group, (B) as required by law or judicial process, or (C) in connection with any Protected Activity by the Participant; or (ii) at any time during the Participant's employment with the Company Group and for the duration of the Severance Period (A) associate with (whether as a proprietor, investor, director, officer, employee, consultant, partner or otherwise) or render services to any business that competes with the business of the Company Group, in any geographic or market area where the Company Group conducts business or provides products or services (or which the Participant has knowledge, at the time in question, that the Company Group has plans to commence engaging in within twelve (12) months); provided, however, that nothing herein shall be deemed to prohibit the Participant's ownership of not more than 2% of the publicly-traded securities of any competing business, (B) induce, influence, encourage or solicit in any manner any client, prospective client with which the Participant had interactions in connection with his/her employment in the 18 months prior to termination of the Participant's employment with the Company Group, vendor or supplier of the Company Group, to cease or reduce doing business with the Company Group or to do business with any business in competition with the business of the Company Group, or (C) solicit, recruit, or seek to hire, or otherwise assist or participate in any way in the solicitation or recruitment of, any person who has been employed or engaged by the Company Group at any time during the 6 months immediately preceding the termination of the Participant's employment, or induce, influence, or encourage in any manner, or otherwise assist or participate in any way in the inducement, influence or encouragement of, any such person to terminate his or her employment or engagement with the Company Group or (D) hire or otherwise assist or participate in any way in the hiring of, any person who has been employed or engaged by the Company Group at any time during the 6 months immediately preceding the termination of the Participant's employment. The provisions hereof shall be in addition to and not in derogation of any other agreement covering similar matters to which the Participant and the Company Group or any subsidiary or affiliate thereof are parties. For purposes of this agreement, the "business of the Company Group" means consumer purchasing measurement and analytics, media audience measurement and analytics, and any other line of business in which the Company Group is engaged at the time of the termination of the Participant's employment (or which the Participant has knowledge, at the time in question, that the Company Group has plans to commence engaging in within twelve (12) months). If the Participant is primarily providing services in California at the time the Participant's employment with the Company Group terminates, then sub-clauses (A), (B) and (D) of clause (ii) of this Paragraph 6 shall not apply following such termination.

7. If the Participant performs services for an entity other than the Company Group at any time prior to the end of the Severance Period (whether or not such entity is in competition with the Company Group), the Participant shall notify the Company on or prior to the commencement thereof. To "perform services" shall mean employment or services as an employee, consultant, owner, partner, associate, agent or otherwise on behalf of any person, principal, partnership, firm or corporation.

8. "Confidential Information" shall include all trade secrets and proprietary or other confidential information owned, possessed or used by the Company in any form, whether or not explicitly designated as confidential information, including, without limitation, business plans, strategies, customer lists, customer projects, cooperator lists, personnel information, financial information, pricing information, cost information, methodologies, software, data, and product research and development. Confidential Information shall not include any information that is generally known to the industry or the public other than as a result of the Participant's breach of this covenant or any breach of other confidentiality obligations by the Participant, employees or third parties.

9. If at any time a court holds that the restrictions stated in Paragraph 6 above are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area or, if the court does not undertake such substitution, then the remainder of Paragraph 6 shall be given full effect without regard to the invalid portion. Because the Participant’s services are unique and because the Participant has had access to Confidential Information, the parties hereto agree that money damages will be an inadequate remedy for any breach of this Agreement. In the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, (i) apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security) or (ii) the Company may cease all payments or other benefits required to be made to the Participant under this Agreement and/or the Policy. Notwithstanding any remedy sought by the Company under this Paragraph, the release provisions of Paragraphs 12, 13 and 14 shall remain in full force and effect.

10. The Participant acknowledges that the restrictions in Paragraph 6 above are not greater than required to protect the Company Group’s legitimate business interests, including without limitation the protection of its Confidential Information and the protection of its client relationships, and are reasonably limited in time or duration, geography and scope of activity. The Participant further acknowledges that, viewed separately or together, the restrictions in Paragraph 6 above do not unfairly or unreasonably restrict the Participant’s ability to obtain other comparable employment, earn a living, work in any particular area or otherwise impose an undue hardship on Participant.

11. Protected Activity. Nothing in this Agreement shall prohibit or impede the Participant from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a “Governmental Entity”) with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Except as otherwise provided in this paragraph or under applicable law, under no circumstance is the Participant authorized to disclose any information covered by the Company Group’s attorney-client privilege or attorney work product, or the Company Group’s trade secrets, without the Company’s prior written consent. The Participant does not need the prior authorization of (or to give notice to) the Company regarding any communication, disclosure, or activity described in this Paragraph.

12. To the fullest extent permitted by law, the Participant, for the Participant, the Participant's family, heirs, representatives, successors and assigns releases and forever discharges the Company Group and its successors, assigns, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and trustees or administrators of any Company Group plan from any and all claims, demands, debts, damages, injuries, actions or rights of action of any nature whatsoever, whether known or unknown, whether brought by or on behalf of the Participant, which the Participant had, now has or may have against the Company Group, its successors, assigns, subsidiaries, affiliates, directors, officers, employees, attorneys,

agents and trustees or administrators of any Company Group plan, from the beginning of the Participant's employment to and including the date of this Agreement relating to or arising out of the Participant's employment with the Company Group or the termination of such employment, including, but not limited to, any claim under the Civil Rights Acts (including Title VII of the Civil Rights Act of 1964), the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act (all as amended) and/or any other local, state or federal law, order or regulation dealing with employment or the termination thereof, other than (i) a claim with respect to a vested right the Participant may have to receive benefits under any plan maintained by the Company Group, (ii) any claim that cannot be waived as a matter of law or public policy of the state whose law governs the claim, (iii) any rights to indemnification (including the advancement of legal fees) or expense reimbursement under any agreement between the Participant and any member of the Company Group or any organizational document of any member of the Company Group, or pursuant to any director’s and officer’s liability insurance policy, or (iv) any right of the Participant in his or her capacity as an equityholder of the Company’s securities.

13. To the fullest extent permitted by law, the Participant covenants that neither the Participant, nor any of the Participant's respective heirs, representatives, successors or assigns, will commence, prosecute or cause to be commenced or prosecuted against the Company or any of its successors, assigns, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and trustees or administrators of any Company Group plan any action or other proceeding (other than those charges, claims or complaints with those administrative agencies which as a matter of law the Participant may not be prohibited from filing) based upon any claims, demands, causes of action, obligations, damages or liabilities which are being released by this Agreement, although the Company’s acknowledgement of this exception does not limit the scope of the waiver and release stated in Paragraph 12 above. The Participant further agrees not to seek to challenge the validity of this Agreement, except that this covenant not to sue set forth in this Paragraph 13 does not affect the Participant's future right to enforce appropriately the terms of this Agreement in a court of competent jurisdiction or to challenge the validity of this Agreement under the Age Discrimination in Employment Act of 1967, as amended.

NCLUDED IF PARTICIPANT IS A RESIDENT OF CALIFORNIA]The Participant has read Section 1542 of the California Civil Code, which states in full: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” The Participant expressly waives any rights that the Participant may have under Section 1542 of the California Civil Code to the full extent that the Participant may lawfully waive such rights pertaining to a general release of claims, and the Participant affirms that the Participant is releasing all known or unknown claims that the Participant has or may have against the Company or any of its successors, assigns, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and trustees or administrators of any Company Group plan.]

14. The Participant acknowledges that:

i. The Participant is hereby advised to consult with an attorney at the Participant's own expense before executing this Agreement and that the Participant has been advised by an attorney or has knowingly waived the Participant's right to do so,

ii. The Participant has had a period of at least [twenty-one (21)/ forty-five (45)][1] days within which to consider this Agreement [and the information set forth in Attachment A hereto, which provides the disclosures required by the Older Workers Benefits Protection Act],

iii. The Participant has a period of seven (7) days from the date that the Participant signs this Agreement within which to revoke it by written notice to the Company’s Human Resources Department, and that this Agreement will not become effective or enforceable until the expiration of this seven (7) day revocation period,

iv. The Participant fully understands the terms and contents of this Agreement and freely, voluntarily, knowingly and without coercion enters into this Agreement,

v. The Participant is receiving greater consideration hereunder than the Participant would receive had the Participant not signed this Agreement and that the consideration hereunder is given in exchange for all of the provisions hereof, and

vi. the waiver or release by the Participant of rights or claims in Paragraph 12 above is knowing and voluntary. The Participant understands and agrees that the Company's payment or offer of money and other benefits to the Participant and the Participant's signing of this Agreement does not in any way indicate that the Participant has any viable claims against the Company Group or that the Company Group admits any liability whatsoever.

15. This Agreement constitutes the entire agreement of the parties as to the Participant’s termination and severance benefits, and all prior negotiations or representations are merged herein. It shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives but neither this Agreement nor any rights hereunder shall be assignable by the Participant without the Company’s written consent. In addition, this Agreement supersedes any prior employment or compensation agreement, whether written, oral or implied in law or implied in fact between the Participant and the Company, which prior agreements are hereby terminated other than any restrictive covenant agreements or other agreements by which the Participant has agreed to comply with any restrictive covenants.

16. If for any reason any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid by a court of competent jurisdiction, such circumstances shall not have the effect of rendering such provision invalid in any other case or rendering any other provisions of this Agreement inoperative, unenforceable or invalid, except as otherwise required to carry out the intent of the parties hereunder, and only as required to bring this Agreement into compliance with the law.

17. This Agreement shall be construed in accordance with the laws of the State of New York except to the extent superseded by applicable federal law.

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[1] In the event of a group termination, each applicable severance agreement should provide for 45 days to consider the agreement and the additional information set forth in Attachment A.

WITNESS WHEREOF, the Participant and the Company, by its duly authorized agent, have hereunder executed this Agreement.

Dated: ______________________________

____
NSERT THE PARTICIPANT'S NAME]

NIELSEN HOLDINGS PLC

____

Summary of Severance Benefit Entitlements Under The Nielsen Holdings plc Severance Policy for Section 16 Officers and United States-Based Senior Executives

Participant's Group: [CEO/Group A Participant/Group B Participant]

Date of Termination: ____________________

Severance Period: ____________________

Severance Payment:	$_________ [payable for [12 months / 24 months] in accordance with the Company's usual payroll practices / payable in a lump sum]
Group Health Benefit Continuation:	[INCLUDE MEDICAL AND DENTAL PLAN NAMES ONLY IF COVERED AT TERMINATION]
Pro Rata Annual Bonus Payment:	[x/12] of the annual bonus otherwise payable to you at the time of normal payment.
Outplacement:	For 1 year as provided by the Company.

The description of benefits contained in this Appendix is only a summary and is subject to the terms and conditions of the Policy. Refer to your summary plan description for more detail.

ATTACHMENT A

As required by the Older Workers Benefit Protection Act, the Company is providing you with the following information.

1. All [____________] employees of the Company (the "Decisional Unit") were considered for this separation program.

2. Employees eligible to participate in the program are those employees in the Decisional Unit whose employment with the Company is being terminated by the Company [add any additional eligibility criteria].

3. Employees selected for the program have forty-five (45) days from the date of their receipt of this proposed Agreement to participate by signing and returning the Agreement. Employees who choose to sign the Agreement shall have seven days after signing and returning it to the Company to revoke it by delivering a signed revocation notice to the Company as provided in the Agreement.

4. The job titles and ages of all individuals selected for the program and all individuals in the same job titles not selected for the program are as follows:

Position	Organization	Age of those selected for termination	Age of those not selected for termination

Brendon Perkins
SVP, Global Compensation & Benefits

[ ], 2020

[Section 16 Officer]

RE: Voluntary Salary and Bonus Reduction Program Due to Covid-19 Pandemic

Dear [Section 16 Officer],

As you recently heard, due to the current uncertain economic conditions, Nielsen (the "***Company***") has made the difficult decision to adopt a voluntary salary and bonus reduction program. Both David Kenny and David Rawlinson have already agreed to a 30% reduction in their total cash compensation from May 1, 2020 to September 30, 2020.

To support this effort, we are asking Nielsen executives like you who are members of the Executive Committee or part of our highly compensated business teams globally, to agree to temporarily reduce your total 2020 cash compensation by [30% for CEOs/20% for other Section 16 Officers] for a limited period from May 1, 2020 through September 30, 2020. We appreciate that this is a significant request. However, we ask that you think of the less well paid employees. The cash generated through this program will be utilized to help mitigate the impact to those associates with the most burden during this very difficult time.

Your current base salary is [XXXX] USD per year (gross) and will be reduced by [XXX]% for the period from May 1, 2020 to September 30, 2020. Accordingly, your base salary would be reduced to the rate of [XXXX] USD per year (gross), during the reduction period. In addition, your current bonus target opportunity amount is [XXXX] USD. Accordingly, your new bonus target opportunity for the entire 2020 performance period will be [XXXX] USD which reflects the balance of the [30%/20%] reduction amount. Please see the exhibit attached for further detail.

If you agree, your first paycheck at this reduced rate would be on May 8th. Whether you agree to participate or not, we request that you sign and return the following page of this letter to me only. Your decisions will be kept confidential from everyone except me and certain members of the payroll team. In addition, your leader and the Executive Committee of the company will not be notified of any one individual's specific participation. Please return this document **no later than 5:00 pm EST on Friday, April 24**.

Please do not hesitate to contact me or Laurie Lovett if you have any questions about the above. Your conversation will be kept confidential. We thank you for your ongoing commitment and dedication to the Nielsen family and for your cooperation as we work through this time.

Sincerely,

Brendon Perkins

Nielsen | 85 Broad Street | New York, NY 10004 | nielsen.com

Nielsen | 85 Broad Street | New York, NY 10004 | nielsen.com

Attn: Brendon Perkins, SVP, Global Compensation & Benefits

Re: Voluntary Salary Reduction

Dear Brendon,

Below is an amendment to my offer letter or employment agreement with Nielsen (the "Company"), as amended to date (the "Agreement"). This letter shall serve to memorialize in writing our mutual agreement with respect to certain changes in my compensation for services to the Company under the Agreement. As such, I voluntarily elect to reduce my total compensation payable to me pursuant to the Agreement by [30/20]% for the period beginning on May 1, 2020 and ending on the earlier of (a) September 30, 2020, or (b) such earlier time as determined by the Company (the "Overall Reduction"). I agree that the Overall Reduction will include a reduction of [XXX]% of my base salary during the reduction period (the "Salary Reduction") and that my 2020 performance bonus opportunity will be reduced as set forth below subject to the terms and conditions of the bonus plan/program (the "Bonus Target Reduction").

I understand that my salary while the Salary Reduction is in effect and my Bonus Target Reduction will be:

- Salary: [XXXX] USD (gross) per annum, and
- Bonus Target: [XXXX] USD for 2020 performance period

I also agree that the attached Exhibit A reflects an accurate computation of my Overall Reduction. I further agree and accept that all other terms and conditions of employment, whether set forth in the Agreement or otherwise, shall remain unchanged and continue to remain in effect including my benefits, and my status as an at-will employee. Notwithstanding the terms of the Agreement to the contrary, I agree that neither the Salary or Bonus Target Reductions, nor the other terms of this letter agreement, shall constitute "Good Reason" for purposes of the Agreement, any Company severance plan, or any other agreement between me and the Company with any similar concept. This program is completely voluntary and my decision to participate or not participate will not have any impact on my employment relationship with the Company.

ACCEPTED AND AGREED:

____

[Section 16 Officer]

I DO NOT AGREE TO THE VOLUNTARY CASH COMPENSATION REDUCTION AS OUTLINED:

____

[Section 16 Officer]

nielsen

EXHIBIT A

[REDUCTION COMPUTATION]

[Section 16 Officer]

	Amounts in Local Currency (USD)		
	Annual Salary	**Annual Incentive Target**	**Total Cash Target**
Current Annual Compensation	[XXXX]	[XXXX]	[XXXX]
2020 Annual Compensation *(reflects 5 months of adjustment)*	[XXXX]	[XXXX]	[XXXX]
Net 2020 Annual Impact Amount	[XXXX]	[XXXX]	[XXXX]
Net 2020 Annual Impact %	[XXXX]%	[XXXX]%	[XXXX]%

Exhibit 31.1

Certification of the Chief Executive Officer

I, David Kenny, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Nielsen Holdings plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2020

By: /s/ David Kenny
David Kenny
Chief Executive Officer

Exhibit 31.2

Certification of the Chief Financial Officer

I, Linda Zukauckas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Nielsen Holdings plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: April 30, 2020

By: /s/ Linda Zukauckas
Linda Zukauckas
Chief Financial Officer

Exhibit 32.1

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned does hereby certify that:

The Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 (the “Form 10-Q”) of Nielsen Holdings plc fully complies with the requirements of section 13(a) or 15(d) of the Exchange Act and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

	/s/ David Kenny
Date: April 30, 2020	David Kenny Chief Executive Officer
	/s/ Linda Zukauckas
Date: April 30, 2020	Linda Zukauckas Chief Financial Officer