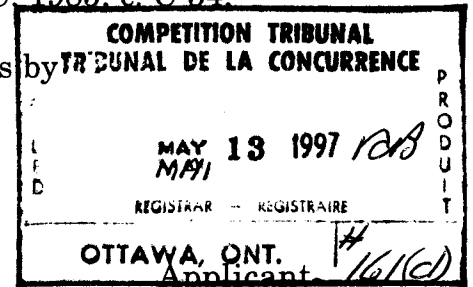


IN THE MATTER OF an application by the Director of Investigation and Research under section 79 of the *Competition Act*, R.S.C. 1985, c. C-34:

AND IN THE MATTER OF certain practices by
The D & B Companies of Canada Ltd.

BETWEEN:

The D & B Companies of Canada Ltd.



and

The Director of Investigation and Research

Respondent

and

Information Resources, Inc. and
Canadian Council of Grocery Distributors

Intervenors

**AFFIDAVIT OF STEPHEN B. CHURCHILL
SWORN MARCH 17, 1997**

I, **STEPHEN B. CHURCHILL**, of the Town of Aurora, in the Regional Municipality of York, **MAKE OATH AND SAY AS FOLLOWS:**

1. I was the Group Vice-President, Information Sourcing and Input Operations, with The D & B Companies of Canada Ltd. and currently am the Senior Vice-President, Consumer Research with ACNielsen Company of Canada Limited and as such have knowledge of the matters hereinafter deposed to.


2. Following the issuance of the Consolidated Order in this proceeding, The D & B Companies of Canada Ltd. underwent a corporate re-organization as part of which the business operations of the Nielsen Marketing Research Division, including its scanner-based market tracking business, were transferred by The D & B Companies of Canada Ltd. to ACNielsen Company of Canada Limited.

3. ACNielsen Company of Canada Limited is the corporate entity which now carries on the business that is the subject of the Consolidated Order dated August 30, 1995.

4. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Articles of Incorporation effective September 19, 1996, regarding the incorporation of ACNielsen Company of Canada Limited.

5. Attached as **Exhibit "B"** to this my Affidavit is a true copy of pages 1, 5, 6, 7, 8, 16 and the signature pages of the "Asset Transfer Agreement" dated October 22, 1996, entered into by The D & B Companies of Canada Ltd. and ACNielsen Company of Canada Limited pursuant to which the business operations of the Nielsen Marketing Research Division of The D & B Companies of Canada Ltd., including its scanner-based market tracking business, were transferred by The D & B Companies of Canada Ltd. to ACNielsen Company of Canada Limited.

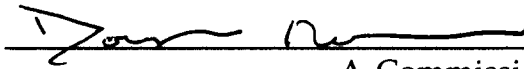
6. I make this Affidavit in support of a motion by the Applicant (formerly the Respondent named in the Consolidated Order attached as Schedule "A" to the Notice of Application for a Consent Order) for an Order rescinding or varying the Consolidated Order so that the appropriate corporate entity is named in the Consolidated Order.

SWORN BEFORE ME at the)
Town Markham)
~~City of Aurora~~)
)
in the Regional Municipality)
)
of York, this 17th day)
)
of March, 1997)
)
Commissioner for Taking Affidavits



STEPHEN B. CHURCHILL

**THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF STEPHEN B. CHURCHILL
SWORN BEFORE ME THIS 17th DAY
OF MARCH, 1997**

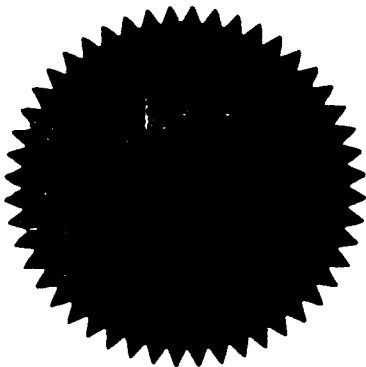



A Commissioner, etc.

PROVINCE OF ONTARIO)
)
JUDICIAL REGION OF TORONTO)
)
TO WIT:)
)

I, **RUBY ELLEN BARBER**, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto, Municipality of Metropolitan Toronto in the said Province, **DO HEREBY CERTIFY** that the paper writing hereto annexed is a true copy of a document produced and shown to me and being Articles of Incorporation of ACNielsen Company of Canada Limited upon which is endorsed a Certificate of the Director, Companies Branch of the Ministry of Consumer and Commercial Relations certifying that such Articles of Incorporation are effective on September 19, 1996, the said copy having been compared by me with the said original document, **AN ACT WHEREOF BEING REQUESTED**, I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN WITNESS WHEREOF I have hereunto set my hand and seal
this 21st day of November, 1996.





A Notary Public in and for the Province of Ontario

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

There are no restrictions on the business the Corporation may carry on or on the powers the Corporation may exercise.

6. The classes and any maximum number of shares that the corporation is authorized to issue: Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre:

The Corporation is authorized to issue an unlimited number of Common shares.

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série: 3

Not applicable.

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows: L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

The right to transfer shares of the Corporation shall be restricted in that no shares shall be transferred without either:

(a) the consent of the directors of the Corporation, expressed by a resolution passed by the directors or by an instrument or instruments in writing signed by a majority of the directors, which consent may be given either prior or subsequent to the time of transfer of such shares; or

(b) the consent of the holder or holders of shares of the Corporation to which are attached at least a majority of the votes attached to all shares of the Corporation for the time being outstanding carrying a voting right either under all circumstances or under circumstances that have occurred and are continuing, expressed by a resolution passed by such holder or holders or by an instrument or instruments in writing signed by such holder or holders, which consent may be given either prior or subsequent to the time of transfer of such shares.

- (a) that the number of shareholders of the Corporation, exclusive of persons who are in the employment of the Corporation and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, 2 or more persons who are the joint registered owners of 1 or more shares being counted as 1 shareholder; and

- (b) that any invitation to the public to subscribe for any securities of the Corporation is hereby prohibited.

10. The names and addresses of the incorporators are
 Nom et adresse des fondateurs
 First name, initials and last name or corporate name
 Prénom, initiale et nom de famille ou dénomination
 sociale

Full residence address or address of registered office or
 of principal place of business giving street & No. or R.R.
 No., municipality and postal code
 Adresse personnelle au complet, adresse du siège social
 ou adresse de l'établissement principal, y compris la rue
 et le numéro, le numéro de la R.R., le nom de la
 municipalité et le code postal

C. Evan Ballantyne

10 Warden Lane
 Stouffville, Ontario
 L4A 7X5

These articles are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

Signatures of incorporators
 (Signature des fondateurs)


 C. Evan Ballantyne

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF STEPHEN B. CHURCHILL
SWORN BEFORE ME THIS 17th DAY
OF MARCH, 1997


A Commissioner, etc.

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT is dated October 22, 1996, between **THE D&B COMPANIES OF CANADA LTD.**, a corporation incorporated under the laws of Ontario ("D&B Opco"), and **ACNIELSEN COMPANY OF CANADA LIMITED**, a corporation incorporated under the laws of Ontario ("Newco 1").

WHEREAS D&B Opco carries on various businesses, including the DBIS Business, NMR Business, NCH Business, TAM Business, STS Business and Taiwan Business, and owns certain assets, including the Korea Shares and the Partnership Interest (as such terms are hereinafter defined).

AND WHEREAS Newco 1 has been incorporated to acquire, *inter alia*, the Nielsen Business Assets (as hereinafter defined) and certain other assets of D&B Opco in connection with a reorganization of the businesses of The Dun & Bradstreet Corporation ("D&B"), a corporation incorporated under the laws of Delaware, in contemplation of its proposed distribution to its stockholders of all of the outstanding stock of Cognizant Corporation ("Cognizant") and ACNielsen Corporation ("ACNielsen"), both corporations incorporated under the laws of Delaware.

AND WHEREAS D&B Opco wishes to transfer to Newco 1 and Newco 1 wishes to acquire from D&B Opco such assets on the terms and conditions herein set forth.

NOW THEREFORE in consideration of the premises and the respective covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Interpretation

1.1 Definitions

"ACN" means A. C. Nielsen Company, a U.S. corporation and a non-resident of Canada for the purposes of the Act.

- (e) in respect of its liabilities and obligations (present, future, accrued, absolute, contingent or otherwise) for foreign taxes arising as a result of the transfer of the Purchased Assets, except to the extent included in paragraph (b) of the definition of "Assumed Liabilities".

"Global Agreements" means collectively the Distribution Agreement and each of the "Ancillary Agreements" defined therein.

"Governmental Authority" means any federal, provincial, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority.

"Korea" means Nielsen (Korea) Limited, a wholly-owned subsidiary of D&B Opco.

"Korean Loan" means a loan to Korea carried on the books of D&B Opco at \$1,357,000.

"Korea Shares" means all of the shares of Korea owned by D&B Opco immediately prior to the Effective Time.

"NCH Assets" means the assets, properties and rights (including goodwill) classified as business properties under sections 1.2 and 1.3 and owned or used by D&B Opco in connection with the NCH Business, wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any person.

"NCH Business" means the business carried on by D&B Opco in Canada through its NCH Promotional Services Division, also known as the "NCH Division", of providing coupon redemption and promotional fulfillment services.

"Nielsen Business Assets" means collectively the NMR Assets, NCH Assets, TAM Assets, Taiwan Assets and STS Assets including, for greater certainty, the following assets owned or used by D&B Opco in connection with the Acquired Nielsen Businesses:

- (a) all accounting and other books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;

- (b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture, office equipment, automobiles, trucks, aircraft and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;
- (c) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;
- (d) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a security interest in real property, lessor, sublessor, lessee, sublessee or otherwise;
- (e) all interests in any capital stock or other equity interests of any other person, all bonds, notes, debentures or other securities issued by any person, all loans, advances or other extensions of credit or capital contributions to any person and all other investments in securities of any person;
- (f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other contracts, agreements or commitments;
- (g) all deposits, letters of credit and performance and surety bonds;
- (h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;
- (i) all domestic and foreign patents, copyrights, trade names, trademarks, service marks and registrations and applications for any of the foregoing, mask works, trade secrets, inventions, data bases, other proprietary information and licenses from third persons granting the right to use any of the foregoing;
- (j) all computer applications, programs and other software, including operating software, network software, firmware,

middleware, design software, design tools, systems documentation and instructions;

- (k) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;
- (l) all prepaid expenses, trade accounts and other accounts and notes receivables;
- (m) all rights under contracts or agreements, all claims or rights against any person arising from the ownership of any asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;
- (n) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution; and
- (o) to the extent transferable, all licenses (including radio and similar licenses), permits, approvals and authorizations which have been issued by any Governmental Authority.

"NMR Assets" means the assets, properties and rights (including goodwill) classified as business properties under sections 1.2 and 1.3 and owned or used by D&B Opco in connection with the NMR Business, wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any person.

"NMR Business" means the business carried on by D&B Opco in Canada through its Nielsen Marketing Research Division, also known as the "NMR Division", of providing specialized marketing research information services on products, services and advertising, including tracking category, brand and competition through point of sale devices, advertising expenditure measurement and interactive services, but excluding the TAM Business.

"**Note**" means the promissory note in the principal amount of \$60,000,000 issued by D&B Opco in favour of Dun & Bradstreet Canada Holding, Ltd. dated February 16, 1987.

"**Partnership**" means Dun & Bradstreet Software Services (Canada) L.P., the partners of which, immediately prior to the Effective Time, are D&B Opco and DBS No. 2, which is governed by an agreement dated February 27, 1991, as from time to time amended and restated.

"**Partnership Interest**" means that portion of the undivided percentage interest in the Partnership held by D&B Opco immediately prior to the Effective Time such that the net fair market value of the business properties transferred to Newco 1 hereunder is equal to the amount obtained when the net fair market value of all business properties of D&B Opco immediately prior to the Effective Time is multiplied by the fraction, the numerator of which is the fair market value of the Class A Shares immediately prior to the Effective Time and the denominator of which is the fair market value of all of the issued and outstanding shares of D&B Opco immediately prior to the Effective Time.

"**person**" means any natural person, corporation, business trust, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

"**Preference Shares**" means the Class A Shares in the capital of Newco 1.

"**Purchased Assets**" means the following assets and property, other than Excluded Assets (or any benefit thereof):

- (a) the Nielsen Business Assets;
- (b) the Partnership Interest;
- (c) the Korea Shares; and
- (d) Cash and Near Cash in the amount required to comply with paragraph 55(3)(b) of the Act in connection with the sale of the assets hereunder.

"**Purchase Price**" has the meaning ascribed thereto in section 2.1.

"**RDTOH**" has the meaning assigned to the term "refundable dividend tax on hand" by subsection 129(3) of the Act.

- Schedule 9 - Allocations
- Schedule 10 - Purchase Exemption Certificates

ARTICLE 2

Purchase and Sale

2.1 Transfer of Purchased Assets

Effective at the Effective Time, D&B Opco hereby sells, assigns and transfers to Newco 1 and Newco 1 hereby purchases and accepts the sale, assignment and transfer by D&B Opco of the Purchased Assets at an aggregate purchase price (the "Purchase Price") equal to the aggregate fair market value immediately prior to the Effective Time of the Purchased Assets.

2.2 Payment of the Purchase Price

The Purchase Price for the Purchased Assets is hereby paid by Newco 1 to D&B Opco as follows:

- (a) the assumption of the Assumed Liabilities by Newco 1; and
- (b) the issuance by Newco 1 to D&B Opco of 1,000 Preference Shares.

2.3 Allocation of Purchase Price and Assumed Liabilities

The parties hereto agree that the allocation of the Purchase Price to the Purchased Assets and the allocation of the Assumed Liabilities will be as set out in Schedule 9, which Schedule is to be prepared by Coopers & Lybrand and provided to the parties hereto as soon as reasonably possible after the Effective Time, whereupon such Schedule shall be appended to this agreement and deemed to be a part hereof.

2.4 Increase in Stated Capital Account of Preference Shares

An amount equal to the amount by which the aggregate fair market value of the Purchased Assets exceeds the Assumed Liabilities shall be added to the stated capital account maintained by Newco 1 in respect of the Preference Shares.

2.5 Sales Tax

Newco 1 shall pay directly to the appropriate taxing authority, within the time period specified therefor, all sales taxes payable by it in respect of its purchase of the Purchased Assets under the laws of a province of Canada, other than the Province of Quebec. Newco 1 hereby delivers to D&B Opco Purchase Exemption

any process, summons, notice or document by registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this section 9.9. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

9.10 Severability

In the event any one or more of the provisions contained in this agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed as of the day and year first above written.

THE D&B COMPANIES OF CANADA LTD.

Per: J. S. Aband, c/s

ACNIELSEN COMPANY OF CANADA LIMITED

Per: _____ c/s

any process, summons, notice or document by registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this section 9.9. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF the parties have caused this agreement to be duly executed as of the day and year first above written.

THE D&B COMPANIES OF CANADA LTD.

Per: _____ c/s

**ACNIELSEN COMPANY OF CANADA
LIMITED**

Per:  c/s