

Research Services Terms & Conditions

1 Basis of agreement

- 1.1 These terms and conditions (the “**Terms**”), together with the order form, any statement of work or other document incorporating the Terms by reference (the “**Order**”) signed by the Client and YouGov forms the entire agreement between the YouGov company named on the Order (“**YouGov**”) and the Client named on the Order, for the research services specified in the Order (the “**Research Services**”). Any other terms and conditions shall be of no effect. In the event of any conflict between the Order and these Terms, the provisions in the Order will prevail.
- 1.2 Any defined terms used in these Terms shall have the meaning set out in the Order or these Terms (together “the **Agreement**”).

2 Supply of Research Services

- 2.1 YouGov shall use reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Research Services.
- 2.2 YouGov reserves the right to amend the specification set out in the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Research Services, and YouGov shall notify the Client in any such event.

3 Restrictions on use

- 3.1 Nothing in this Agreement shall be construed as allowing the use of the Research Services, Client Deliverables, YouGov Content or any extracts from the Client Deliverables, to create a derivative work, product or service which:
 - 3.1.1 infringes the Intellectual Property Rights of YouGov or its licensors;
 - 3.1.2 is a commercially competitive work, product or service or part thereof which competes with or could be substituted for a work, product or service provided by YouGov; or
 - 3.1.3 otherwise damages the commercial interests of YouGov.

4 Client's obligations

- 4.1 The Client shall ensure that the terms of the Order and any information it provides are complete and accurate and shall co-operate with YouGov in all matters relating to the Research Services.
- 4.2 YouGov shall not be liable for any delays caused directly or indirectly and whether in whole or in part by the Client or any person on the Client's behalf.

5 Fees and payment

- 5.1 All fees, charges and expenses will be set out in the Order and shall be quoted, invoiced and paid in the currency stated on the Order.
- 5.2 YouGov shall invoice the Client as set out in the Order. If the Order does not set out the invoicing schedule YouGov shall invoice the Client in full on completion of the Research Services.
- 5.3 All invoices are payable in full within 30 days from the date of the invoice.
- 5.4 All fees are subject to the addition of applicable VAT, Goods & Services Tax (GST) or any other applicable sales tax at the prevailing rate.
- 5.5 The fees are exclusive of all disbursements and other incidental expenses incurred by YouGov on behalf of the Client with the Client's prior written approval.
- 5.6 All amounts due from the Client under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any such withholding or deduction is required, the Client shall, when making the payment to which the withholding or deduction relates, pay YouGov such additional amount as will ensure that YouGov receives the same total amount that it would have received if no such withholding or deduction had been required.
- 5.7 Without prejudice to YouGov's other rights, YouGov reserves the right to:
 - 5.7.1 charge interest at the rate of 1.5% above the base rate of the National Bank of the jurisdiction where the YouGov entity to this Agreement is incorporated, compounded monthly or part of a month on any invoice remaining unpaid 30 days from the date of the invoice; and/or
 - 5.7.2 suspend performance in the event that the Client fails, or in YouGov's reasonable opinion it appears that the Client is likely to fail, to make payment when due under this Agreement or any other agreement with YouGov. The Client will be liable for fees charged by collection agencies for overdue invoices.
- 5.8 Where the Client is an agent for a third party end client it contracts as principal and will be primarily liable for all payments due under the Order.

6 Publication approval process

- 6.1 The Client may publish, communicate and make available to the public, via the internet or other publicly accessible electronic media, press releases and other documents making reference to YouGov as the source of the research (“**Public Document(s)**”) provided that the Client complies with the following quality assurance process:
 - 6.1.1 the Client sends a draft of the Public Document to YouGov as an email attachment to YouGov's email address as shown on the Order;
 - 6.1.2 YouGov will review for accuracy in relation to the description of the methodology used and respond with material corrections by email to the Client within 48 hours of receipt (provided that it is two sides of A4 or less and the Client acknowledges that it will take longer if the Public Document is longer than two sides of A4);
 - 6.1.3 the Client may publish the Public Document incorporating YouGov's corrections, with attribution to YouGov as the source research agency;
 - 6.1.4 where Research Services are being provided in the UK, the Client acknowledges that YouGov, as a member of the UK British Polling Council, is required to, and will, display data tables relating to the Public Document on YouGov's online platform;
 - 6.1.5 if for any reason a Public Document is made public without undergoing the process set out in this clause, YouGov reserves the right to issue a press release with a version of the Public Document incorporating YouGov's corrections (and may include some, or all, of the information set out below); and
 - 6.1.6 all Public Documents must contain an attribution to YouGov in the following form: “Source: [insert YouGov company name] [insert year of creation] © All rights reserved” but YouGov reserves the right to waive or prohibit such acknowledgement.
- 6.2 YouGov may, upon becoming aware of publication, at its discretion release any information from a survey that sets data published by the Client into context, including but not limited to, sampling and weighting data, the precise questions asked, the full answer options provided to respondents, and the percentages of people, both overall and in the relevant subgroups, who responded to each answer option.

7 Intellectual property rights

- 7.1 “**Intellectual Property Rights**” means any copyright, database right, trade mark, patent, design right and any other industrial, commercial or intellectual property right existing in any jurisdiction and all applications and rights to apply for registration of any such rights.
- 7.2 YouGov retains all Intellectual Property Rights in; (i) the database of content built, operated and maintained by YouGov (“**YouGov Database**”) containing data gathered from members of panels, survey groups and focus groups maintained by YouGov comprising questions put to these members and their replies (the “**Respondent Data**”); and all other data and materials of whatsoever nature in the

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- YouGov Database from time to time, including but not limited to, summary charts, tables, datasets, data analysis and reports (the “**YouGov Content**”); and (ii) any software made available by YouGov to the Client for the purpose of accessing Client Deliverables (“**YouGov Software**”).
- 7.3 Subject to YouGov’s Intellectual Property Rights in the YouGov Content and the YouGov Software, all survey reports delivered by YouGov to the Client as part of the Research Services (“**Client Deliverables**”) will be the property of the Client. YouGov grants to the Client a non-exclusive, irrevocable, royalty-free licence to use the YouGov Content and the YouGov Software only to the extent that such use is necessary to use the Client Deliverables as permitted under this Agreement.

8 Confidentiality

Each of YouGov and the Client will keep confidential and will not disclose to any third party any information relating to the business and/or operations of the other party that is disclosed by or on behalf of the other party and either expressly marked as confidential or by its nature clearly confidential. This obligation will not apply to any information that is trivial, was known to the receiving party before disclosure, is in the public domain other than through breach of this clause or is required to be disclosed by a court, regulator or other competent authority.

9 Data protection

- 9.1 Each party agrees to comply with applicable data protection laws in relation to the Research Services.
- 9.2 In the event that a party (as data controller) requires the other party to process its personal data (as data processor) the parties will execute a separate written contract which specifies the nature of the processing due to take place and each party’s responsibilities and obligations.
- 9.3 Unless otherwise specified in the Order, Client Deliverables do not contain personal data and the Client undertakes that it will not (nor attempt), alone or using a third party, to re-identify any individuals or otherwise create personal data using those materials (whether in combination with other data or otherwise).

10 Exclusions and limitations of liability

- 10.1 Nothing in this Agreement will operate to exclude or limit:
- 10.1.1 either party’s liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or
- 10.1.2 either party’s liability under any indemnity it gives under this Agreement; or
- 10.1.3 any other liability that cannot be limited or excluded by law.
- 10.2 Subject to clause 10.1, neither party shall be liable for any:
- 10.2.1 loss of: data; reputation; goodwill or opportunity;
- 10.2.2 loss of or failure to realise expected profit, revenue, savings or any other form of pure economic loss, whether any such loss is direct or indirect; or
- 10.2.3 form of indirect, special, incidental, punitive or consequential loss or damages and, in each case, however arising.
- 10.3 Subject to clause 10.1, YouGov’s maximum aggregate liability to the Client for all claims (whether arising in contract, tort, breach of statutory duty or otherwise) under an Order or in relation to any Research Services, whether in respect of a single event, series of connected events or of unconnected events, shall not exceed an amount equal to one hundred per cent (100%) of the total amount of the fees paid by the Client under the relevant Order in the year in which the claim is made.
- 10.4 YouGov does not predict or assure any particular substantive results of its research in advance and makes no warranty, express or implied, as to the Research Services or the results provided, or the suitability of the Research Services for the Client’s purposes.
- 10.5 YouGov accepts no liability for any loss suffered by the Client or by any third party (including but not limited to any client or customer of the Client) as a direct or indirect result of its use of any of survey data or of making any business decision, or refraining from making any such decision, based wholly or partly on the survey data, expression of opinion, statement or other information or data provided to the Client as part of the Research Services or arising from the interpretation by the Client or any third party of survey reports or of other data furnished by YouGov and the Client shall indemnify YouGov accordingly.
- 10.6 The Client shall also indemnify YouGov and its officers and employees against any loss, damage or other liability suffered as a result of any claim or proceedings arising in connection with the use by, or on behalf of the Client of survey results for the purposes of: (i) comparative advertising claims; (ii) investment offerings; (iii) litigation; and/or (iv) political lobbying work.
- 10.7 All warranties, conditions or representations relating to the Research Services other than those expressly set out in these Terms (if any) are excluded to the fullest extent permitted by law, whether express, implied, oral or written.

11 Termination and effect of termination

- 11.1 Without affecting any other right or remedy available to it, YouGov may terminate this Agreement with immediate effect by giving written notice to the Client if:
- 11.1.1 the Client fails to pay any sum due under this Agreement when it falls due;
- 11.1.2 association with the Client is likely to bring YouGov into disrepute; or
- 11.1.3 the Client is acquired by a competitor of YouGov.
- 11.2 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
- 11.2.1 commits any material breach of any of this Agreement which cannot be remedied or commits any material breach of this Agreement which can be remedied and fails to remedy that breach and within thirty (30) days after notice from the other party giving full particulars of the breach and requiring it to be remedied; or
- 11.2.2 enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process in any jurisdiction.
- 11.3 The Client may terminate all or part of the Research Services for convenience provided that it provides written notice and the following early termination fees shall be payable by the Client within 30 days of receipt by YouGov of the Client’s written notice of termination:
- 11.3.1 at any time prior to the finalisation of the questionnaire(s) – 25% of the total fees due under the Order;
- 11.3.2 after any questionnaire is finalised but prior to the commencement of any fieldwork – 50% of the total fees due under the Order;
- 11.3.3 after any fieldwork has commenced but before the delivery of any results – 75% of the total fees due under the Order;
- 11.3.4 at any point following the delivery of any results – 100% of the total fees due under the Order.
- 11.4 Without affecting any other right or remedy available to it, YouGov may suspend the supply of Research Services under any Order or any other agreement between the Client and YouGov if the Client fails to pay any amount due on the due date for payment, the Client becomes subject to any of the events listed in clause 11.2.2, or YouGov reasonably believes that the Client is about to become subject to any of them.
- 11.5 On termination for any reason the Client shall:
- 11.5.1 immediately pay to YouGov any YouGov’s outstanding invoices and interest; and
- 11.5.2 have no right to use any materials or deliverables provided by YouGov prior to making payment in accordance with this clause.

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- 11.6 Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement, which existed at or before the date of termination or expiry.
- 11.7 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

12 General

- 12.1 Force majeure: neither party shall be in breach nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (other than the Client's obligation to pay fees due) if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 Publicity: YouGov shall have the right to make any press announcement or statement in connection with this Agreement and respond to any request to make the same.
- 12.3 Authorised signatory: the Client confirms that the person signing the Order is authorised to sign and bind the Client.
- 12.4 Assignment: the rights and obligations of the Client cannot be transferred to any other person, without YouGov's prior written consent. YouGov may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 12.5 No third party rights: no third party may enforce any provisions of this Agreement.
- 12.6 Governing law and jurisdiction: the governing law and venue for resolution of any dispute arising under this Agreement will be as follows:

| Where Research Services provided | Applicable Governing Law | Venue for Dispute Resolution |
|---|---------------------------------------|--------------------------------|
| United States | New York | New York |
| EMEA | England and Wales | England and Wales |
| Australia, India, Malaysia, Myanmar, New Zealand, Singapore, South Korea, Sri Lanka, Thailand | Singapore | Singapore |
| China | Law of the People's Republic of China | The People's Republic of China |
| Hong Kong S.A.R | Hong Kong | Hong Kong S.A.R |
| Taiwan | Laws of Taiwan | Taiwan |
| Any other location not named | England and Wales | England and Wales |