

YouGov Plc
Non-Executive Appointment Terms

1. Appointment

- 1.1. The appointment will (subject to clauses 1.1.1 to 1.1.4 below) be for an initial term of three years beginning on [date] unless terminated by either party giving to the other not less than 30 days' notice in writing. Continuation of your appointment is at all times conditional upon your performance being and remaining satisfactory. The Company reserves the right, in its sole discretion to pay your Director's Fees (as set out below) in lieu of any period of notice. However, the Company may end your appointment immediately (without entitlement to notice, pay in lieu of notice or compensation) if:
- 1.1.1. you are not reappointed as a Director at the Company's next Annual General Meeting, are removed as a Director by a resolution passed at a General Meeting, you cease to be a Director by reason of your vacating your office pursuant to any provision of the Company's Articles of Association; or
 - 1.1.2. you are guilty of any dishonesty or other misconduct or commit any serious or persistent breach of any of your obligations to the Company (whether under this agreement (including but not limited to clauses 4.1 and 4.2) or otherwise) or refuse or neglect to comply with any lawful order or direction given to you by the Board; or
 - 1.1.3. you are or become incapacitated, for any reason, from efficiently performing your duties for 90 working days in any 12-month period, or you are or become of unsound mind; or
 - 1.1.4. you are or become prohibited by law from being a Director.
- 1.2. On termination of your appointment pursuant to clause 1.1 and, if required by the Company, upon the giving of notice by either party pursuant to clause 1.1 you agree that you will immediately resign from office as a Director of the Company.

2. Fees and expenses

- 2.1. In consideration of your services as a Non-Executive Director, the Company will pay to you: a total fee ("Director's Fee") of [amount] per annum payable subject to appropriate deductions for PAYE tax and Class 1 National Insurance contributions. This total will be payable in the form of cash and shares, to be confirmed.
- 2.2. Your Director's Fee may be reviewed from time to time by the Board and is inclusive of any entitlement to holiday pay.
- 2.3. During your appointment, the Company will reimburse to you all reasonable expenses properly incurred by you in connection with your appointment, subject to the production of the relevant invoices or receipts and provided that you comply with the Company's prevailing expenses policy.

- 2.4. The Company will cover your travel costs (travel and accommodation) to attend Board Meetings when your physical attendance at the meeting is required and the meeting is to be held in a location other than your home location and you are not receiving travel benefit from any other organisation in respect of the trip, subject to your travel arrangements being booked by the Corporate Secretariat team or the costs agreed with them in advance.

3. Duties

- 3.1. As a Non-Executive Director you will perform, in willing co-operation with others, such duties as may be requested and comply with such directions as may be given by the Board from time to time. The Board anticipates a time commitment of up to two days per month after your induction is completed. This will include (but not be limited to) preparing for and attending Board meetings of the Company and General Meetings of the shareholders of the Company. In addition, you may be expected to serve as Senior Independent Director and/or as a member of any Board Committees as the Board may require from time to time, and to exercise those functions that are specifically delegated to you from time to time by the Board.
- 3.2. At each Board meeting, the Board reviews reports on the Company's trading and financial performance. As a Non-Executive Director you will be expected to work with and through the Board and you are not expected to undertake executive duties or to assume executive responsibilities.
- 3.3. In addition to your collective responsibility for the success of the Company as a member of the Board, as a Non-Executive Director you are required to:
 - 3.3.1. challenge constructively and help develop proposals on strategy;
 - 3.3.2. scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance; and
 - 3.3.3. satisfy yourself as to the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
- 3.4. You are required to comply with the Company's Articles of Association, any relevant internal guidelines and codes, including (but not limited to) the Company's code on dealing in Company shares, together with any general laws, regulations and requirements applicable to listed public companies from time to time in force including (but not limited to) the Alternative Investment Market (AIM) Rules and the City Code on Takeovers and Mergers.
- 3.5. As I am sure you will be aware, in addition to your common law duties as a Director, you owe fiduciary duties to the Company which involve, amongst other things, a duty of confidentiality and an obligation not to bring the Company into disrepute. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. You should avoid making any statements that might risk a breach of these requirements, without prior clearance from the Chair or Company Secretary.
- 3.6. In addition to the duties referred to above, you agree that you will not, either during your appointment or after it has ended, except in the proper course of your duties of as required by law, misuse or directly or indirectly disclose any trade secrets or confidential information of the Company which may come to your knowledge during the course of your appointment.

4. Conflicts of interest

- 4.1. By your acceptance of this appointment, you confirm that, apart from those disclosed in writing to the Board, you have no existing causes of likely conflict of interest with the business of the Company. Should the need arise in the future, you are required immediately to disclose any such conflict or potential conflict to the Board.
- 4.2. During your appointment and for the three months after its termination, you may not, without the prior agreement of the Board, accept a Directorship of a company that is, or provide your services to anyone who is, a competitor of the Company. The Board's agreement will not be given if such appointment or involvement would, in the opinion of the Board, conflict with or be likely to interfere with this appointment.

5. General

- 5.1. For the avoidance of doubt, you are appointed only as an officer of the Company and you recognise and confirm that you are not an employee of the Company.
- 5.2. The Company has directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment. You have been informed of the current indemnity limit, which is reviewed by the Board from time to time.
- 5.3. You irrevocably and by way of security appoint each other Director of the Company from time to time, jointly and severally, to be your attorney in your name and on your behalf and as your act and deed to sign, execute and do all acts, things and documents necessary to effect the termination of your appointment under clause 1.1 above (including, but not limited to, effecting your resignation from your office as a Director of the Company).
- 5.4. The terms set out in this letter constitute the entire and only agreement and understanding and supersede any previous agreement or understanding between you and the Company.