

## 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 YouGov’s obligations

- 2.1 YouGov shall provide the Research Services in accordance with good industry practice and in good faith.
- 2.2 YouGov shall use commercially reasonable endeavours to meet any performance dates specified in the Order.

## 3 Client’s obligations

- 3.1 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 a timely manner in all matters relating to the Research Services.
- 3.2 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.

## 4 Intellectual property rights

- 4.1 “**Intellectual Property Rights**” means any copyright, invention, database right, trade mark, patent, design right and any other industrial, commercial or intellectual property right existing in any jurisdiction, whether registered or not, and all applications and rights to apply for registration of any such rights.
- 4.2 As between the parties, any Intellectual Property Rights existing at the date of each Order vest in the party owning those Intellectual Property Rights. YouGov will retain ownership of all Intellectual Property Rights in the content from the Research Services (“**YouGov Content**”) comprising: (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 YouGov Database from time to time, including but not limited to, summary charts, tables, datasets, data analysis and reports; and (ii) any software made available by YouGov to the Client for the purpose of accessing Client Deliverables (“**YouGov Software**”).
- 4.3 Subject to YouGov’s Intellectual Property Rights in the YouGov Content, 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, non-sub licensable licence to use the YouGov Content only to the extent that such use is necessary to use the Client Deliverables as permitted under this Agreement.
- 4.4 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:
  - 4.4.1 infringes the Intellectual Property Rights of YouGov or its licensors;
  - 4.4.2 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
  - 4.4.3 otherwise damages the commercial interests of YouGov.

## 5 Publication approval service

- 5.1 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:
  - 5.1.1 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;
  - 5.1.2 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 2 working days 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);
  - 5.1.3 the Client may publish the Public Document incorporating YouGov’s corrections, with attribution to YouGov as the source research agency;
  - 5.1.4 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; and
  - 5.1.5 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.
- 5.2 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
- 5.3 Notwithstanding its confidentiality obligations, 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.

## 6 Fees and payment

- 6.1 All fees, charges and expenses will be set out in the Order, and quoted, invoiced and payable in the currency stated on the Order.

- 6.2 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.
- 6.3 All invoices are payable in full within 30 days from the date an invoice is received.
- 6.4 All fees are subject to the addition of applicable sales tax or service tax, which the Client shall pay to YouGov at the prevailing rate.
- 6.5 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.
- 6.6 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.
- 6.7 Without prejudice to YouGov's other rights, YouGov reserves the right to:
  - 6.7.1 charge interest, including compound interest, at the maximum annual rate permitted by law, on any invoice remaining unpaid 30 days from the date the invoice is received; and/or
  - 6.7.2 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.
- 6.8 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.

## 7 Confidential Information

"Confidential Information" means the information (tangible or intangible) exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing party; or (ii) by its nature or content or the circumstances surrounding disclosure is reasonably distinguishable as confidential or proprietary by the receiving party. Confidential Information includes, without limitation, information regarding the disclosing party's technology, designs, techniques, research, know-how, trade secrets, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other confidential or proprietary business and technical information.

Subject to clause 5.3, each of YouGov and the Client will keep confidential and will not disclose to any third party (other than its legal and financial advisors) any Confidential Information relating to the business and/or operations of the other party that is disclosed by or on behalf of the other party. 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 or body.

## 8 Data protection

- 8.1 Each party agrees to comply with applicable data protection laws in relation to the Research Services.
- 8.2 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.
- 8.3 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).

## 9 Exclusions and limitations of liability

- 9.1 Nothing in this Agreement will operate to exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or either party's liability under any indemnity it gives under this Agreement; or any other liability that cannot be limited or excluded by law.
- 9.2 Subject to clause 9.1, neither party shall be liable for any loss of: data; reputation; goodwill or opportunity; 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 any form of indirect, special, incidental, punitive or consequential loss or damages and, in each case, however arising.
- 9.3 Subject to clauses 9.1 and 9.2, 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.
- 9.4 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.
- 9.5 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 data or of making any business decision, or refraining from making any such decision, based wholly or partly on the data, expression of opinion, statement or other information provided to the Client as part of the Research Services or arising from the interpretation by the Client or any third party of reports or of other data furnished by YouGov and the Client shall indemnify YouGov accordingly.
- 9.6 The Client shall also indemnify YouGov and its officers, directors, and/ or employees against any loss, damage or other liability (including costs and expenses) 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) all litigation, including all costs connected with YouGov serving as an expert witness, where legally required by operation of law; and/or (iv) political lobbying work.
- 9.7 All warranties, guarantees, 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.
- 9.8 Without prejudice to clause 9.6, and unless required by operation of law, the Client agrees not to call YouGov, its directors, officers and/ or group companies as a witness in any legal proceedings.

## 10 Termination and effect of termination

- 10.1 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:
  - 10.1.1 the Client fails to pay any sum due under this Agreement when it falls due;
  - 10.1.2 in YouGov's reasonable opinion, association with the Client is likely to bring YouGov into disrepute;

- 10.1.3 the Client is acquired by, or itself acquires, a competitor or competing business of YouGov; or
- 10.1.4 the Client breaches their obligations in clause 3.1.
- 10.2 Subject to clause 10.1, either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
  - 10.2.1 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
  - 10.2.2 enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation), 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.
- 10.3 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:
  - 10.3.1 at any time prior to the finalisation of the questionnaire(s) – 25% of the total fees due under the Order;
  - 10.3.2 after any questionnaire is finalised but prior to the commencement of any fieldwork – 50% of the total fees due under the Order;
  - 10.3.3 after any fieldwork has commenced but before delivery of results – 75% of the total fees due under the Order;
  - 10.3.4 at any point following the delivery of any results – 100% of the total fees due under the Order.
- 10.4 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 10.2.2, or YouGov reasonably believes that the Client is about to become subject to any of them.
- 10.5 On termination for any reason the Client shall:
  - 10.5.1 immediately pay to YouGov any YouGov's outstanding invoices and interest; and
  - 10.5.2 have no right to use any materials or deliverables provided by YouGov prior to making payment in accordance with this clause.
- 10.6 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 General

- 11.1 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 results from events, circumstances or causes beyond its reasonable control, including but not limited to, diseases, epidemics or pandemics.
- 11.2 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.
- 11.3 Assignment: the rights and obligations of the Client may not be transferred to any other person, without YouGov's prior written consent. YouGov may at any time assign, subcontract, delegate, otherwise transfer, or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 11.4 No third party rights: no third party may enforce any provisions of this Agreement.
- 11.5 Local laws: each party shall comply with locally applicable laws and any requests from legal authorities in relation to this Agreement or any Order. The terms of this Agreement shall apply to the maximum extent permitted by local laws. The invalidity or unenforceability of any part of this Agreement does not entail the invalidity of the entire agreement.
- 11.6 Authorised signatory: the Client confirms that the person signing the Order is authorised to sign and bind the Client.
- 11.7 Survival: the rights and obligations of the parties under sections titled Confidential Information, Termination and effect of termination, Intellectual Property Rights, Data Protection, Fees and payment, Publication approval service, General and Governing Law and jurisdiction shall survive the expiration or termination of this Agreement.
- 11.8 Relationship of the parties: The relationship of parties established by this Agreement shall be that of independent contractors and nothing contained in this Agreement shall be construed to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, co-owners or otherwise as participants in a joint venture or common undertaking.
- 11.9 Non-reliance: The Client acknowledges that it is not entering into this Agreement in reliance on any statements, representations or promises not expressly included within this Agreement.
- 11.10 Notices: Notices or any other communications required or permitted under this Agreement shall be given in writing, in English, and delivered by (i) hand in person to the registered address of a party, or (ii) e-mail followed by a registered mail (return receipt requested) or international reputable courier delivery addressed to the relevant party and shall then be deemed to have been duly received by the recipient.

## 12 Governing law and jurisdiction

The governing law and jurisdiction: the governing law and venue for resolution of any dispute arising under this Agreement will be as follows:

YouGov Company country of registration	Applicable Governing Law	Jurisdiction
<b>Americas</b>		
United States of America	New York	New York State
Canada	Canada	Canada
Brazil	England and Wales	England and Wales
<b>Europe</b>		
United Kingdom	England and Wales	England and Wales
Belgium, France, Germany, Italy, Netherlands, Spain, Turkey	England and Wales	England and Wales

Nordics		
Denmark, Finland, Norway, Sweden	England and Wales	England and Wales
Asia Pacific		
Indonesia, Malaysia, Philippines, Singapore, Taiwan, Thailand, Vietnam	England and Wales	England and Wales
Hong Kong	Hong Kong S.A.R.	Hong Kong S.A.R.
China	The People's Republic of China	Shanghai Free Trade Zone
Australia & New Zealand		
Australia, New Zealand	England and Wales	England and Wales
Middle East & India		
UAE, Saudi Arabia, India	England and Wales	England and Wales
Other		
Any other country	England and Wales	England and Wales