YOUGOV - PURCHASE ORDER TERMS

1. Application of Terms

1.1 These Purchase Order Terms ("**Terms**") apply to all purchase orders ("**PO**") issued by the YouGov entity named on the PO ("**YouGov**").

1.2 By accepting the PO, supplying the Goods and/or performing the Services, the supplier named on the PO ("**Supplier**") agrees to these Terms.

1.3 These Terms apply to the exclusion of any terms provided by Supplier (including quotations, invoices or order acknowledgements), unless expressly agreed in writing by YouGov.

1.4 If the PO and these Terms conflict, the PO prevails.

2. Definitions

2.1 **"Affiliate"** means with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means the ownership of more than fifty percent (50%) of the voting securities or other ownership interest of such entity, or the ability to direct its management or policies, whether through ownership, contract or otherwise.

2.2 **"Deliverables"** means all materials, outputs and work product **created** by Supplier in performing the Services.

2.3 **"Goods"** means the goods specified in the PO.

2.4 **"Intellectual Property Rights" or "IPR"** means all patents, copyright, trade marks, design rights, database rights, rights in confidential information (including know-how and trade secrets), and any similar rights, whether registered or unregistered, and all applications, renewals and extensions of such rights anywhere in the world.

2.5 **"Services"** means the services specified in the PO.

2.6 **"YouGov Group"** means YouGov plc and its Affiliates.

2.7 **"YouGov Materials"** means any materials, data, software or content provided by YouGov.

3. Delivery of Goods

3.1 Supplier shall deliver the Goods on the date and to the location stated in the PO. Time is of the essence.

3.2 Delivery is DDP (Incoterms 2020) unless otherwise stated.

3.3 Goods must:

(a) conform to the PO description, specifications and samples;

(b) be new, of satisfactory quality and fit for their intended purpose;

(c) be free from defects for at least 12 months after delivery; and

(d) comply with all applicable laws and standards.

3.4 Title transfers to YouGov on delivery (or upon payment if earlier). Risk transfers on completion of delivery.

3.5 YouGov may reject Goods that do not comply with these Terms or the PO and return them at Supplier's risk and cost.

4. Supply of Services

4.1 Supplier shall perform Services:

(a) with reasonable care, skill and diligence and in accordance with best industry practice;

(b) using suitably qualified personnel;

(c) in accordance with all dates, milestones and service levels agreed in the PO or otherwise agreed in writing by the parties; and

(d) in compliance with all applicable laws.

4.2 If Services or Deliverables fail to comply, YouGov may (without prejudice to its other rights and remedies):

(a) require prompt re-performance;

(b) reject Deliverables and receive a refund; or

(c) obtain substitute services at Supplier's cost.

5. Prices, Invoicing and Payment

5.1 Unless the PO states otherwise, the price(s) detailed in a PO ("**Price**") are fixed. Unless otherwise agreed in writing, payment of the Price shall be made 30 days after complete delivery of Goods and/or Services (and acceptance, if specific acceptance criteria have been agreed upon) and receipt of a proper invoice.

5.2 Invoices must reference the applicable PO and include a clear description of the Services performed or Goods delivered. Time-based Services must itemise rates and hours worked per individual, where applicable. Any applicable taxes must be shown separately. Invoices must be sent to globalap@yougov.com and to any other YouGov contact address notified in writing to Supplier. YouGov shall not be responsible for payment delays caused by non-compliant invoices.

5.3 The unconditional payment of the invoice amount by YouGov shall not constitute acceptance of, or an admission that the Goods and/or Services comply with the PO and these Terms.

5.4 If applicable law provides that indirect taxes are to be accounted for by the recipient under a reverse charge or similar mechanism, Supplier shall issue invoices without such taxes and YouGov shall account for them accordingly. Any customs duties, import taxes, or similar charges incurred in connection with the performance of the Services shall be borne by Supplier unless otherwise agreed.

5.5 YouGov may withhold any taxes required by applicable law from payments due to Supplier and remit them to the relevant authorities. Valid exemption documentation provided by Supplier shall be taken into account where legally permissible.

5.6 YouGov may set off any amounts owed to it by Supplier.

5.7 Interest on late undisputed payments accrues at 4% above the base rate of the central bank applicable to the YouGov entity, capped at the maximum permitted by law.

6. Intellectual Property

6.1 Supplier assigns to YouGov all Intellectual Property Rights in Deliverables, on creation, on a worldwide, perpetual, irrevocable basis.

6.2 Supplier retains ownership of its pre-existing IPR, but grants YouGov a perpetual, irrevocable, worldwide, royalty-free licence to use such IPR to receive and use the Goods and/or Services and Deliverables.

6.3 All YouGov Materials remain YouGov's property. Supplier may use them only to perform the PO and must return them on request.

6.4 Supplier warrants that the Goods, Services and Deliverables do not infringe third-party rights.

6.5 Supplier shall not use generative AI systems with YouGov Materials, Deliverables, or YouGov data without YouGov's prior written approval.

6.6 If any third-party IPR are required for YouGov to receive, access, use or otherwise benefit from the Goods, Services or Deliverables, Supplier shall procure for YouGov a perpetual, irrevocable, worldwide, royalty-free licence (or sub-licence) to such rights on the same terms as set out in clause 6.2 and at no additional charge to YouGov.

7. Confidentiality

Supplier shall keep confidential all non-public information of YouGov and use it only to perform the PO. This obligation continues for 5 years after performance.

8. Data Protection

Where Supplier processes personal data for YouGov, Supplier shall:

(a) comply with all applicable data protection laws; and

(b) enter into a data processing agreement with YouGov if required.

9. Indemnities

Supplier shall indemnify and hold harmless YouGov and the YouGov Group from all losses, damages, liabilities and costs (including legal fees) arising from any third-party claims that the Goods, Services or Deliverables infringe third-party rights.

10. Limitation of Liability

10.1 Subject to clause 10.2, each party's total aggregate liability is limited to 2x the total value of the PO.

10.2 Nothing limits liability for:

(a) fraud or wilful misconduct;
(b) death or personal injury caused by negligence;
(c) the indemnities in clause 9;
(d) breach of confidentiality obligations (clause 7), data protection obligations (clause 8) or compliance obligations (clause 11);
(e) loss of or damage to YouGov data; or
(f) any liability that cannot legally be limited.

10.3 Subject to clause 10.2, neither party shall be liable to the other for any indirect, special, incidental or consequential loss, or for any loss of profit, revenue, business, goodwill or anticipated savings, whether arising in contract, tort or otherwise.

11. Compliance

11.1 Supplier shall comply with all applicable laws and with YouGov's Supplier Code of Conduct available at https://corporate.yougov.com/esg/governance/ (as updated from time to time). This includes obligations relating to:

(a) anti-bribery and anti-corruption;
(b) sanctions, export controls and anti-money laundering;
(c) modern slavery and human rights; and
(d) health, safety and environmental laws.

Supplier warrants that it and its personnel and subcontractors comply with these obligations.

11.2 A material breach of this clause entitles YouGov to terminate immediately.

12. Cancellation and Termination

12.1 YouGov may terminate the PO, in whole or in part, at any time for convenience by giving Supplier written notice.

12.2 Either party may terminate with immediate effect by written notice if the other party commits a material breach and fails to remedy it within 14 days, or if the other party becomes insolvent.

12.3 YouGov shall only be liable to pay for Goods and/or Services properly delivered or performed and accepted by YouGov as at the effective date of termination. Upon termination, Supplier shall promptly refund any advance payments for undelivered Goods and/or Services and return all YouGov Materials.

13. General

13.1 Assignment: Supplier may not assign, subcontract or transfer the PO without YouGov's written consent.

13.2 Force Majeure: Neither party is liable for delays caused by events beyond its reasonable control. If such events continue for more than 2 weeks, YouGov may terminate the PO immediately.

13.3 Entire Agreement: These Terms and the PO constitute the entire agreement.

13.4 No Waiver: A failure to enforce a right does not constitute a waiver.

14. Governing Law and Jurisdiction

14.1 The governing law and venue for resolution of any dispute arising under or in relation to the PO and these Terms will be as follows:

If YouGov's address in the PO is in:	**The governing law is that of:**	**The courts having exclusive jurisdiction are:**
The USA, Canada, Mexico, or any country in Central or South America or the Caribbean	The state of New York and controlling United States federal law	Courts located in New York, USA
Germany	Germany	Courts located in Nuremberg, Germany
Any other country in Europe or Africa	England & Wales	Courts located in London, England
Any country in the Middle East	England & Wales	Courts located in Dubai International Financial Centre (DIFC)
Any country located in Asia or the Pacific region, other than Australia or New Zealand	Singapore	Courts located in Singapore
Australia or New Zealand	New South Wales, Australia	Courts located in Sydney, New South Wales, Australia

14.2 Nothing in this clause shall prevent YouGov from initiating proceedings in the courts of the jurisdiction in which Supplier has its principal place of business.