

Annex: Contractual conditions for market and opinion research projects

1. Scope of applicability

- 1.1 These contractual conditions for market and opinion research projects ("**General Terms and Conditions**") shall form a part of the Agreement (the "Agreement") on a Market and Opinion Research Project (the "**Study**") concluded between YouGov and the Customer.
- 1.2 The General Terms and Conditions shall, together with the Agreement, the agreement on the use of personal data ("**Data Protection Agreement**"), and the data protection policy of YouGov Deutschland GmbH ("**Data Protection Policy**"), constitute the entire agreement made between the Parties with respect to the Study ("**Overall Agreement**").
- 1.3 In case of discrepancies between the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.
- 1.4 If the Customer makes use of its own general terms and conditions, these shall not apply as far as they deviate from the contractual conditions, and shall not become part of the agreements made between the parties without YouGov's express written consent.

2. Services to be performed by YouGov

- 2.1 YouGov shall carry out the Study in the form of advisory services in compliance with the professional principles and the rules of professional conduct in market and social research. A specific result of the Study shall not be due. YouGov does not guarantee that the data collected, evaluated and analysed will enable the Customer to use them in a specific commercial way.
- 2.2 YouGov shall be entitled to perform services to third parties who compete or may compete with the Customer, or offer similar products or services as the Customer. Exclusivity for certain product fields, subjects of research or research methods shall not be granted. If, by way of derogation from the foregoing, exclusivity is explicitly agreed, the duration of exclusivity and any remuneration to be possibly charged in addition shall be expressly stipulated in the Agreement.

3. Obligations of the Customer

- 3.1 The Customer undertakes to provide YouGov with all documents necessary for the implementation of the Study and requested by YouGov (the "**Customer Documents**"), to provide any additional relevant information as well as to answer any questions YouGov may have. If and to the extent that the compliance with certain times of performance is demonstrably of particular importance to the Customer, it shall point out this fact to YouGov in writing upon conclusion of the Agreement. The risk for sending the Customer Documents to YouGov shall be borne by the Customer.
- 3.2 The Customer guarantees that it holds all necessary rights to the Customer Documents and any other information, and that it is entitled to make them available. It shall grant to YouGov a non-exclusive licence, being sublicensable only for the purpose of implementing

the Study, to use, reproduce and analyse the Customer Documents and any other information. The Customer shall indemnify YouGov from any third party claims relating to the breach of this guarantee.

- 3.3** The Customer guarantees that any information provided to YouGov in connection with the Study is complete and correct to the best of its knowledge. If the Customer is aware of any circumstances, which may complicate, increase the price of, or delay the implementation of the Study, it shall notify YouGov of this immediately.

4. Persons responsible for the project

- 4.1** If one person responsible for the project, respectively, has been appointed in the Agreement for the purposes of the Study, the latter shall make decisions with regard to the Study and shall be entitled to receive correspondence.

- 4.2** Should the person responsible for the project change, the contracting partner shall be informed of this immediately. Any delays resulting from a failure to inform shall be attributable to the party responsible for them.

5. Offer

- 5.1** Unless otherwise stipulated by YouGov, the offer for conclusion of the Agreement shall expire 28 days following receipt by the Customer. Any changes to the offer shall be deemed to be a new offer made by the Customer and must be expressly accepted by YouGov.

- 5.2** Both parties shall treat any information in and arising out of the Agreement as confidential and shall not make it public or disclose it to third parties without written consent.

6. Implementation of the Study

- 6.1** YouGov shall carry out the Study in accordance with scientific methods and in compliance with the professional standards and rules of professional conduct of market and social research.

- 6.2** If, after the order has been placed, it becomes unexpectedly apparent that the Study cannot be carried out or can be implemented only with an unreasonable amount of effort, YouGov shall inform the Customer of this without delay. If both Parties do not find a solution for the problem, YouGov shall be entitled to withdraw from the Agreement. The Customer shall pay compensation for costs incurred by the work carried out by YouGov up to this time.

- 6.3** Any further provisions, which go beyond those set out in Clause 3, as well as the revision of the implementation and of the results of the Study on part of the Customer, shall be specified in the study description set forth in the Agreement. The Customer recognises in this context that YouGov, even in case that the Customer assists in the Study, is bound to preserve the anonymity of the respondents or test persons towards the Customer. If, in connection with the assistance or revision, any costs incur, which are not expressly covered by the remuneration, such costs shall be borne by the Customer. YouGov shall inform the Customer of such costs within five working days (Monday to Friday).

6.4 YouGov shall be entitled to subcontract within the company group after having informed the Customer of this accordingly. If subcontracting to third parties is intended, the name of the subcontractor shall be included in the offer, the Customer's consent shall then be deemed to be given upon signing of the Agreement. If YouGov intends to engage any third party as subcontractor after conclusion of the Agreement, YouGov shall obtain the Customer's permission.

6.5 YouGov guarantees that in case of subcontracting the confidentiality required is observed and the rules and methods of market and social research as well as any other legal requirements such as data protection are complied with. As far as the Customer suggests the engagement of a certain subcontractor, YouGov shall not be liable for this subcontractor's work.

7. Delivery of the Study and acceptance

7.1 YouGov shall deliver the Study at the date and in the manner agreed. Timely dispatch shall be sufficient to keep the deadline.

7.2 The Customer shall accept the Study. Paying the remuneration to YouGov may be also considered as acceptance.

7.3 The Study shall be deemed to be accepted 14 days after delivery at the latest, provided that the Customer has not complained about the performance. The Customer may extend this period to a total of 28 days from delivery by giving written notice to YouGov. Upon delivery of the Study, YouGov shall separately advise the Customer of the meaning of a failure to respond.

8. Termination

8.1 Each Party shall be entitled to terminate this Agreement for good cause. The Customer's right to terminate in accordance with Sec. 649 Clause 1 of the German Civil Code (BGB) shall not be applicable.

8.2 A good cause exists in particular if insolvency proceedings are opened against the other Party's assets or the opening of insolvency proceedings is refused for lack of assets.

8.3 If the Agreement is terminated prior to completion, YouGov shall invoice the services provided up to this time. Any possible counterclaims of the Customer as well as further claims of YouGov shall remain unaffected.

9. Remuneration

9.1 The Customer shall pay 60 % of the agreed remuneration upon signing of the Agreement, and 40 % as well as any possible extra costs incurred after delivery of the study results.

9.2 The remuneration specified in the Agreement shall in principle include all services offered by YouGov in the study proposal in connection with the execution of the order. Any changes to the service description or the order volume after conclusion of the Agreement shall require an express agreement between the Parties, setting forth the remuneration as well.

- 9.3** The remuneration shall be due and payable without deduction within 30 days of invoicing.
- 9.4** All prices stated are euro prices plus the applicable statutory value-added tax to be paid by the Customer.
- 9.5** YouGov may separately charge to the Customer's account any extra costs which were caused by the Customer or for which the Customer is responsible, as well as any extra costs whose occurrence was not foreseeable by YouGov at the time of placing the order, despite the exercise of all due diligence. In this case, Clause 6.3 shall apply.
- 9.6** In case of long-term agreements and framework agreements with a duration of more than one year, we reserve the right to adjust our prices within the scope of the generally recognised price index development.
- 10. Default interest, rights of retention, set-off, assignment**
- 10.1** In case of default in payment, YouGov shall be entitled to claim default interest in the amount of five percentage points above the base rate.
- 10.2** In case of defaulting payments, YouGov reserves the right to retain performance.
- 10.3** The Customer shall be only allowed to set off against possible counterclaims if such counterclaims are undisputed, ready for judgement in a legal dispute pending before the court or have been already legally established as final and absolute.
- 10.4** The Customer shall not be allowed to assign its claims arising from this agreement to any third party without YouGov's consent.
- 11. Ownership of rights, obligation to preserve records**
- 11.1** YouGov and any natural person involved on part of YouGov shall be exclusively entitled to any copyrights, copyright exploitation rights and any other proprietary rights and relating rights of use to study concepts, proposals, methods, procedures and process technologies originating from YouGov, to any knowhow included in other services performed by YouGov (collectively referred to as "**YouGov Elements**") as well as to the results of the Study and their presentation. Possible rights of the Customer to documents prepared or provided by it shall remain unaffected.
- 11.2** After receipt of complete payment of the remuneration agreed, including any extra costs, YouGov shall grant to the Customer a permanent, non-transferable, exclusive licence for use of the final study results in accordance with Clause 12.
- 11.3** During the duration of this Agreement as well as for a period of two years after termination of this Agreement, YouGov shall have the possibility of using the study results in an anonymised form for purposes of company presentation. YouGov shall be entitled to list the company name, brands and logos of the Customer, individually or in summaries, as a reference. In return, the Customer shall be granted the same rights of use to YouGov for reference purposes.

11.4 The ownership as well as the rights of use to any material incurred during the implementation of the Study – data carriers of any kind, questionnaires, other written documents etc. – and to any data produced lies with YouGov. If agreed otherwise, the anonymity of the respondents or test persons shall be ensured at any time.

11.5 The Customer shall receive the anonymised study data upon request. YouGov shall be entitled to retain copies of the study data.

11.6 YouGov undertakes to store anonymised data collection documents for a period of one year and data carriers for a period of two years following delivery of the study report.

12. Use of study results

12.1 Study reports and study results originating from an exclusive study commissioned by the Customer shall be at the Customer's free disposal.

12.2 Study reports and study results, which originate from a non-exclusive study performed by YouGov and were provided to the Customer in its exclusive reports shall be available to the Customer for internal use only. This shall also include associated sales organisations. Unless otherwise agreed in the Agreement, the Customer shall not publish or disclose them to any third party without YouGov's prior consent.

12.3 In case of a publication of study results or parts of the study report, the Customer shall be obliged to identify the quoted passages as such and name YouGov as author of the study report and as the institute responsible for the Study.

12.4 These provisions shall also apply to study reports and study results, which result from common studies and to which YouGov holds no exclusive rights of use.

12.5 The use or involvement of study results and study reports in the forefront or in formal proceedings (e.g. legal proceedings, arbitration proceedings, regulatory proceedings) shall not be allowed without the prior written consent of YouGov.

12.6 YouGov shall be entitled to publish information on the Study or parts of the study results after consultation of the Customer if and to the extent that information already published or parts of the study report raise doubts as to the results of the Study. Furthermore, YouGov shall remain entitled at any time to publish data of the Study in order to put the published results into the correct context. This includes, in particular, sample and weighting data as well as the questions asked, the answer options and the percentage of persons, both in total and in the relevant subgroups, who answered to these questions. Should any information or parts of the study report be published without YouGov's consent, YouGov reserves the right to publish further information on or from the Study apart from that without consultation of the Customer.

13. Warranty and liability

13.1 YouGov warrants the proper implementation and scientific evaluation of the Study. The warranty period shall commence on the date of acceptance of the study report or any other

documents due, and shall be one year, unless YouGov is liable pursuant to Clauses 13.3-13.5.

- 13.2** YouGov shall not be liable for any damage resulting from or associated with the interpretation, publication or use of the delivered data and/or results by the Customer, unless YouGov is liable pursuant to Clauses 13.3-13.5.
- 13.3** YouGov shall be liable in accordance with the statutory provisions for any damage arising from an injury to life, body or health as well as for any other damage based on an intentional or grossly negligent breach of duty caused by YouGov or YouGov's legal representatives or vicarious agents.
- 13.4** YouGov shall be further liable in case that a defect in the Study was fraudulently concealed.
- 13.5** Any liability pursuant to the German Product Liability Law shall remain unaffected.

14. Recourse

- 14.1** If any third party makes claims on YouGov and YouGov could have recourse against the Customer, the Customer shall be informed of such third party claims immediately, but no later than within one month after having taken notice of such third party claims. If YouGov culpably fails to provide such information within this period, it shall no longer be entitled to have recourse against the Customer.
- 14.2** If any third party makes claims on the Customer and the Customer could have recourse against YouGov, YouGov shall be informed of such third party claims immediately, but no later than within one month after having taken notice of such third party claims. If the Customer culpably fails to provide such information within this period, it shall no longer be entitled to have recourse against YouGov.
- 14.3** In the event of third party claims against either party, which may lead to a case of recourse against the other party, each party shall be bound to inform the other party of the dispute on a regular basis, to agree upon the defence in good time, and neither to recognise a debt nor to make a compromise without the other party's consent. If either party culpably breaches this obligation, the liable party cannot have recourse against the other party.

15. Default

- 15.1** If the Customer is in default with the provision of the information necessary for the implementation of the Study, with the provision of the required documents, or any other obligations and duties to cooperate, YouGov shall be exempted from the compliance with delivery and performance dates agreed. If the default of the Customer results in further delays, YouGov shall not be responsible for such delays as well. If the Customer fails to fulfil its obligations to cooperate, despite YouGov having granted a reasonable grace period, YouGov shall be entitled to terminate the contractual relationship and to claim damages.
- 15.2** The Customer shall be entitled to assert claims for damages against YouGov due to default only in accordance with the liability agreed in Clause 13.

15.3 In the event of any non-compliance with agreed delivery dates, which results from delays caused by force majeure, riot, strike, governmental measures, lock-out or operational interruptions for which YouGov is not responsible, also such occurring at a subcontractor's premises, the time of performance shall be extended by the period required to eliminate the fault. YouGov shall inform the Customer of beginning and ending of the interruption.

15.4 In the event of permanent operational interruptions caused by force majeure or permanent operational interruptions for which YouGov is not responsible, YouGov shall have the right to terminate the contractual relationship for good cause under exclusion of any claims for compensation.

16. Newsletters and advertising campaigns

YouGov shall be entitled to use the Customer's contact data for sending newsletters, as long as the Customer has not objected to this.

17. Confidentiality

17.1 YouGov and the Customer undertake to treat any information and documents mutually exchanged within the scope of the execution of the order as strictly confidential and to use them exclusively for the implementation of the Study commissioned and as permitted in the Agreement. The Customer shall bind its employees and vicarious agents accordingly.

17.2 This obligation shall survive the completion of the Study. It shall not apply to such information and documents, which

17.2.1 have to be disclosed by reason of an administrative or court order, or

17.2.2 for which the other Party provides evidence that they were known to it prior to receipt, or

17.2.3 for which the other Party provides evidence that they were known to the general public prior to receipt, or

17.2.4 which became accessible to the general public after receipt, without the other Party being responsible for that.

17.3 YouGov's right to disclose information and documents in connection with subcontracting shall remain unaffected, provided that the recipient was bound to maintain confidentiality beforehand.

17.4 Furthermore, both parties shall be entitled, if required, to disclose confidential documents and information to their advisors being legally bound to observe secrecy.

18. Written form

18.1 No verbal ancillary agreements to this Agreement have been made. Any changes and amendments to the Agreement and the contractual conditions, including this Clause, shall be made in writing.

- 18.2** Written form in terms of these contractual conditions shall also include fax and e-mail.
- 18.3** Any correspondence shall be sent to the addresses of the Parties indicated in the Agreement.
- 19. Miscellaneous**
- 19.1** Presentations and tables shall be exclusively provided in the Microsoft Office from 2010 version. On request, the Customer shall receive presentations and tables in the PDF format as well as tables where the results are clearly represented and from which further analysis may be carried out.
- 19.2** YouGov ensures that the regulations of the minimum wage law (*Mindestlohngesetz – MiLoG*) are respected.
- 19.3** YouGov will exclusively provide electronic invoices via e-mail commencing 1st August 2013. The customer has to provide YouGov with a correspondent e-mail address in order to ensure a correct invoice.
- 19.4** The Agreement shall be governed by and construed in accordance with German law.
- 19.5** Place of performance and place of jurisdiction shall be Cologne.
- 19.6** Should any of the provisions of the Agreement be or become invalid or unenforceable as a whole or in part, the validity of the remaining provisions shall not be affected by this. The invalid or unenforceable provision shall be replaced by a corresponding valid provision, which comes closest to the economic purpose of the invalid or unenforceable provision. The same shall apply to any gaps in the Agreement.