

Terms and Conditions YouGov CP Household Panel

1. Definitions

The terms used in these Terms and Conditions have the following meaning:

YouGov CP – YouGov CP Poland Sp. z o.o., with its registered office in Warsaw, ul. Prosta, 70, registered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0001028997, share capital of PLN 2 744 200,00, Tax Identification Number (NIP): 7011137663, Statistical Identification Number (REGON): 524921591, represented by: Szymon Mordasiewicz, Member of The Board.

Terms - these Terms and Conditions YouGov CP Household Panel.

Order - a document signed by the Contracting Entity, which is the basis of performance of research by YouGov CP and delivery of the Report(s) to the Contracting Entity, for the remuneration specified in the Order.

Report - report(s) referred to in the Order.

Party – Contracting Entity and / or YouGov CP.

2. Copyrights

2.1. The Report is a work within the meaning of the Act of 1 February 1994 on Copyrights and Related Rights. **YouGov CP shall grant to the Contracting Entity, in the territory of Poland, a non-exclusive and indefinite licence to Reports in the following fields of exploitation:**

- (a) recording and reproduction of the Reports, the production of copies of the Reports using a specific technology, in particular using the printing, reprographic and digital technology – only for their own use without the right to further transmit, disseminate, and particularly to resell the same,
- (b) preparing foreign language versions and translations into languages other than the language in which the Reports were prepared – only for their own use without the right to further transmit, disseminate, and particularly to resell the same,
- (c) entering Reports into the memory of computers and computer networks of the Contracting Entity – only for their own use without the right to further transmit, disseminate, and particularly to resell the same,
- (d) disclosure of Reports, with the obligation to keep them confidential, to business partners and advisers of the Contracting Entity for promotional, advertising or negotiation purposes – without the right to further transmit, disseminate, and particularly to resell to those subjects or by those subjects.

2.2. **The Contracting Entity in particular shall not be authorised to:**

- (a) trade in any form in the original or copies of the Reports and carriers on which the Reports have been recorded, including inter alia marketing, renting or lease of the original or copies of the Reports;
- (b) disseminate the Reports in any manner other than the aforesaid one in letter (a) above – in particular by publication and making the Reports (in whole, in part, data included therein) available in public in such a manner that third parties may access them from a place and at time individually chosen by them;
- (c) trade (dispose of) in Poland and abroad, in particular to trade in and dispose of the author's economic rights to the Reports, either as a whole or in part.

2.3. Use by the Contracting Entity of the Report (its fragments, data included therein) in a manner other than described in point 2.1. is possible only under the prior consent of YouGov CP, granted in writing under pain of nullity. Regardless of obtaining the consent referred to in the preceding sentence, prior to the publication or other dissemination of the Report, its fragments or data included therein (e.g. on Internet, on products, in promotional and advertising materials), the Contracting Entity is required to obtain written (under pain of nullity) consent of YouGov CP for the content of the announcement. YouGov CP may refuse, without justification, the consents referred in above.

2.4. Licences to Reports shall be granted on the day of submitting the Reports to the Contracting Entity. The license becomes terminated in case the Contracting Entity fails to pay YouGov CP on time the entire remuneration for the Order, within which the Report was submitted

(termination condition).

2.5. Copyrights relating to the research methodology, the research concept, reporting procedures, all significant records and statistical data which have been collected during the implementation of the Order shall be the property of YouGov CP.

2.6. A sublicense may be granted upon a prior written consent granted by YouGov CP.

2.7. In case of a violation of license by the Contracting Entity, YouGov CP may terminate it with immediate effect.

2.8. For the violation of the license, the Contracting Entity is obliged to pay, at the first written request of YouGov CP, a contractual penalty in the amount of PLN 50,000 (fifty thousand PLN) for each case of found violation. YouGov CP may claim damages exceeding the penalty.

2.9. The Contracting Entity is obliged to keep the content of the Report confidential, which includes the prohibition of its disclosure, transfer and use contrary to the license.

2.10. The Contracting Entity accepts that YouGov CP is the owner of the logo/trademarks appearing in the Report. The Contracting Entity does not have the right to use the logo/ trademarks of YouGov CP without obtaining prior written (under pain of nullity) consent of YouGov CP.

3. Payments

3.1 The remuneration of YouGov CP for the preparation and delivery of the Report and granting the license to the Report within the scope as in point 2 of this Terms is specified in the Order. The remuneration will be increased by tax on goods and services VAT at the applicable rate.

3.2 The remuneration referred to in point 3.1 will be payable on the basis of a VAT invoice issued by YouGov CP, on time and to the bank account provided on the invoice.

3.3 If the remuneration referred to in point 3.1. above is expressed in Euro, for the purpose of its conversion in the Polish currency, the Parties agree that the Euro rate for the purpose of this Order shall be determined on the basis of the average NBP exchange rate in force on the date of issue of the VAT invoice by YouGov CP.

3.4. Additional work for the Contracting Entity, e.g. translation of the Reports, additional cross sections or research periods, resulting in an increase in remuneration, shall have to be agreed in each case by the Parties.

3.5. In case the Contracting Entity - in accordance with and on the basis of generally applicable law - effectively terminates or withdraws the Order, he shall pay YouGov CP an agreed remuneration in proportion to the part of the Order performed until the date of withdrawal or termination.

3.6. In the case of any delay in the payment of remuneration, YouGov CP shall have the right to demand interest at a statutory rate for each day of delay.

4. Liability

4.1 When implementing the Order, YouGov CP shall be authorised to use co-workers, in particular pollsters, coordinators, research team managers and other subcontractors, while YouGov CP shall be responsible for acts and omissions of persons employed by YouGov CP to fulfil its obligations under this Order as for its own acts and omissions.

4.2. The total liability of YouGov CP for damages caused by any reason connected with the Order, regardless of whether the claim is based on non-performance or negligent performance of a contractual obligation or on tort, shall not exceed the amount equal to half of the remuneration specified in the Order and does not include lost profits – subject to mandatory provisions of law.

4.3. YouGov CP shall not be held liable in any case for any business decisions of the Contracting Entity taken on the basis of the results presented in the Report.

5. Applicable law and disputes resolution

5.1 The law applicable to the Order is Polish law.

5.2 Any claims or disputes between the Parties arising out of or concerning the Order, which cannot be settled amicably, belong to the jurisdiction of Polish courts and will be subject to final settlement by the common court competent for YouGov CP.

6. Information on Quality Procedures and Processes in the Household Panel

6.1 YouGov CP makes efforts the entire process of collection and interpretation of data – including support of the participants of the household panels, the data entry system, the manner of data delivery, the tools which are used, the reporting activities within the customer service department such as data analysis and reporting – to be analyzed and improved, with the aim to provide you with the best possible quality of data. Our quality management includes:

- (a) marking figures with low sample size,
- (b) plausibility checks and corrections based on regular data checks,
- (c) validation by means of external benchmarks as well as historical data.

6.2 Marking figures with low sample sizes

In the YouGov CP Household Panel we collect and analyse purchases made by private households. Many of our long-standing customers use our results as a basis for a better understanding of their customers, for business decisions and for the improvement of their market position. It is therefore important to realize, that the reliability of the results depends on the number of cases these results are based on. To make sure that analysis based on low case numbers will not lead to misinterpretation in your business, we can, if agreed, mark data based on less than 100 cases in Excel reports in blue or red colour. If necessary:

We also insert the number of cases (n) for each subgroup in management reports and presentations in PowerPoint format. We herewith enable our clients to verify the reliability of each result.

6.3 Plausibility checks and corrections based on regular data checks

We make efforts the raw data to be examined and corrected according to established procedure. This includes:

- a) striving to correct prices and quantities
- b) striving to delete implausible or incomplete data sets
- c) checking and - whenever possible - correcting outliers (for example adjustment in prices, based on expert knowledge)
- d) striving for adjustment of implausible or incomplete data sets according to frequency distribution
- e) checking and – whenever possible - correcting plausibility (for example to match discount brands with the appropriate discount shop)
- f) validating current results according to existing historical data

6.4 Validation by means of external benchmarks as well as existing historical data

We make efforts to provide the best possible picture of the market using existing and highly reliable external benchmarks to validate the results of the YouGov CP Household Panel. These include for example and whenever possible:

- a) comparing benchmark data and, if necessary, adapting to developments of the Main Statistical Office, customer data, ex-factories, statistics of specialist associations etc. by making use of adjustment factors;
- b) adjusting gaps in coverage by using standardized factors and, if necessary, aggregating monitored time periods (for example MAT);
- c) using adjustment factors to compensate undercoverage or overcoverage of the panel, as identified in the past by using external benchmarks.

Warsaw, 2025