

## GENERAL TERMS OF CONTRACT

### **Art. 1 – General regulations – Subject of the Contract**

1.1 The present General Conditions regulate the relations between YouGov CP Italy S.r.l. and its clients in connection with the commissions for services pertaining to the execution of market research, opinion polls and social surveys.

1.2 It is hereby agreed that the following names and terms, mentioned in capitals in the Contract, shall have the following meanings:

**Contract:** the present General Conditions together with the Proposal, the specific Purchase Orders and their attachments form an integral and essential part of the same Contract;

**Codes:** the self-regulatory codes of conduct and standards of quality approved by Esomar;

**Client:** who commissions the research to the YouGov CP Italy S.r.l.;

**General Conditions:** the present general conditions;

**Company Group:** all Italian and foreign companies controlled by and/or affiliated to YouGov plc. with legal address in 50 Featherstone Street, London, EC1Y 8RT, United Kingdom (company number: 3607311).

**YouGov CP:** YouGov CP Italy S.r.l., a limited liability company with legal address in I-20144 Milan, Via Tortona 33, tax code and VAT no. 13125400963, registered at the Milan Enterprises Register, REA n. 2703948;

**Purchase Order:** written acceptance of the Proposal;

**Proprietary Products of YouGov CP:**

- **Multiclient:** YouGov CP tracking surveys owned by YouGov CP available to multiple Clients;

- **Panel ConsumerScan:** a Household Panel Tracking service owned by YouGov CP that provides on-going monitoring of the FMCG purchasing behavior of Italian households;

- **Orientation, attitude and behavioral items surveyed through YouGov CP's proprietary panels to reach the most diverse goals;**

**Ad Hoc Research:** the research conducted by the YouGov CP in relation to specific requirements of a single Client;

**Party/Parties:** in the singular either the YouGov CP or the Client, in the plural to the YouGov CP and the Client jointly;

**Project:** the data contained in the Proposal regarding objectives, methodologies and description of the end product as well as the timing of the Research;

**Proposal:** the contractual proposal for the Research, presented by the YouGov CP to the Client;

**Research:** the set of services offered by the YouGov CP and, in particular, the design and methodological definition of surveys and polls, the systematic collection, recording, classification, analysis and reprocessing of data regarding the behavior, needs, attitudes, motivations and opinions of physical or juridical persons within the ambit of their daily business, social and political activities.

1.3 The clauses of the General Conditions are in force from the date of the acceptance of the Proposal and are binding for any Contract in course at that date or signed later, even if no specific reference is made to it, unless these are substituted by new General Conditions of the YouGov CP signed by the Client.

1.4 The General Conditions, as integrated by the Contracts signed by the Parties, contain the sole terms and conditions, which regulate the relationship between the Parties with regard to a Research.

1.5 General conditions or terms of purchase, if any, proposed by the Client in occasion of the order and/or of the registration of the YouGov CP in the Client's supplier list, will not be part of the present General Conditions nor will they be in any way binding for the YouGov CP.

1.6 With reference to the documents comprising the Contract, should there be any difference or incompatibility between them, the contents of the Proposal shall prevail over the General Conditions.

1.7 No amendment to the Contract shall be deemed valid, unless it has been endorsed in writing by the Parties.

### **Art. 2 – Self-regulation**

2.1 The YouGov CP and the Client shall, in their relations, abide by the regulations laid down in the Codes, which the Client states to know and accept. Upon receiving a written request to this effect, the YouGov CP will make copies of the Codes available to the Client.

### **Art. 3 – Validity of the Proposal**

3.1 The Proposal containing the Project shall be valid for a period of 3 (three) months from the date it is received by the Client.

3.2 Should the YouGov CP not receive the Purchase Order within the above 3 (three) months term, the Proposal shall be automatically deemed null and void.

### **Art. 4 – Confidentiality**

4.1 All information contained in the YouGov CP's Proposal shall be treated as strictly confidential. The Client agrees, even in the event of not accepting the Proposal, not to divulge its content to third parties and to ensure that this same commitment is adhered to by its consultants and/or collaborators.

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4.2 Similarly, the Client agrees not to divulge the exclusive methodologies used by the YouGov CP to conduct the Research, be these proprietary to the YouGov CP or used by the YouGov CP under license from third parties.

4.3 The information supplied by the Client to the YouGov CP in relation to the Project and to the Research is strictly confidential and the YouGov CP agrees not to divulge the content to third parties. Employees, collaborators, consultants and Company Group companies, who need this information to carry out the Research shall not be considered as third parties.

4.4 The YouGov CP undertakes, unless otherwise authorized in writing, not to disclose to third parties the identity and confidential information of the Client, the results of the Research (excluding Proprietary Products of the YouGov CP and/or of Company Group) and/or any confidential information acquired while executing the Research, without detriment to legal obligations and specifically to the communication obligations provided for under the Italian annex A of decision no. 256/10/CSP (*"Approval of the regulations on the publication and dissemination of opinion polls in the mass media"*) issued by the Communications Authority. Likewise, the YouGov CP agrees to take all the necessary precautions to protect the anonymity of respondents and specifically the obligations pursuant to EU General Data Protection Regulation no. 2016/679 (and any subsequent modifications and/or integrations (*"GDPR no. 2016/679"*)).

### **Art. 5 - Research standards**

5.1 The YouGov CP agrees to conduct the Research in compliance with the regulations laid down in the Codes, and with the due diligence pursuant to art. 1710 of the Italian Civil Code, while applying quality standards at least equivalent to those indicated in the Codes. For such purpose, it is agreed by the Parties that, with regard to Proprietary Products' Researches of the YouGov CP (and/or of Company Group companies) has the right, wholly or partly, to modify and/or substitute the methodologies used, the reporting format and the modes of access to the results, the channels and/or other mode of operations in order to improve the Research services, adapt to changing conditions or for economic reasons.

5.2 The Client acknowledges that data contained in the results of the Research are estimated on the basis of sample surveys conducted in compliance with commonly accepted

research methods and with the rules provided in the Codes. The Client therefore accepts the limit of statistical error.

### **Art. 6 – Obligations of the Client**

6.1 Should the Research involve product tests, the Client shall ensure that the products comply with current laws in Italy, in the European Union countries and in any other country in which the product is distributed or the Research is carried out.

6.2 The Client also guarantees that none of the laws referred to in the foregoing art. 6.1 prohibits the distribution and/or use of the products and that said distribution does not infringe the rights of third parties.

6.3 The guarantees of art. 6.1 and 6.2 are given by the Client also in relation to products which are not yet distributed.

6.4 The Client undertakes to indemnify the YouGov CP and hold it harmless with respect to any contingent liability, including legal expenses, liability, penalties and/or claims for compensation by third parties arising directly or indirectly from the distribution, description, presentation, use or consumption of the products that are the subject of the Research.

6.5 In the event that the procedures for conducting the Research are established by the Client, the latter shall guarantee that said procedures infringe none of the laws referred to under the foregoing art. 6.1. Likewise the Client undertakes to indemnify the YouGov CP and hold it harmless with respect to any contingent liabilities, including legal expenses, liability, penalties and/or claims for compensation brought against the YouGov CP as a result of execution of the Research with the procedures requested by the Client.

6.6 By signing the Contract the Client entitles the YouGov CP, except as may be otherwise provided by the law, to sub-contract some of the services it shall be commissioned from time to time within the scope of a Contract and/or to carry out such activities in partnership with third parties. It is understood that the YouGov CP shall be held fully responsible for ensuring compliance by its sub-contractors with the terms and conditions of the Contract.

6.7 It is expressly agreed by the Parties that entrusting part or all of the services envisioned in a Research with Company Group companies shall not be deemed as a form of sub-contracting.

### **Art. 7 - Fee**

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7.1 The quotation stated in the Proposal shall be the total fee payable for the execution of the Research and shall be considered net of V.A.T.

7.2 If the fee for the Research has been established on the basis of information supplied by the Client, which later proves to be incorrect, the YouGov CP shall be entitled to ask the Client for the payment of any additional expenses incurred, presenting adequate documentation.

7.3 The YouGov CP shall be entitled to charge additional costs that may arise from the levying of new taxes, variations in current regulations, exchange rates or other causes beyond the powers of the YouGov CP.

### **Art. 8 – Billing and payment terms**

8.1 With regard to the billing and payment of the Ad Hoc Research, 60% of the fee shall be invoiced upon receiving the Purchase Order, and 40% upon presentation of the results or delivery of the final report or statistics, whichever of the two occurs first. For all the other Research, the fee shall be invoiced in the same month(s) of presentation of the results or delivery of the reports.

8.2 Payments shall be made by the Client not later than 30 days after receiving the invoices.

8.3 In the event of late payments by the Client, the YouGov CP shall be legitimately entitled to charge the Client interest as established by the Italian legislative decree 231/02 without taking any formal default action.

### **Art. 9 – Terms of delivery. Force majeure**

9.1 The Proposal provides for the delivery of a final descriptive report and/or statistical tables, where appropriate.

9.2 The YouGov CP undertakes to deliver the results of the Research by the established deadline, but shall not be held liable in the case of any delays and failure to fulfil its obligations caused by force majeure beyond its control.

### **Art. 10 – Cancellations, suspension, variations and delays**

10.1 The Client may early terminate the Ad Hoc Research for any reason by sending to YouGov CP pertinent written communication via registered letter to be sent at least 30 (thirty) days before. In this case, the Client shall be obliged to pay the fees stated in the Proposal on a pro-rata basis for all Ad Hoc Research services performed in relation to the time spent and to reimburse all the financial commitments

entered into by the YouGov CP up to the date of effectiveness of termination.

10.2 Any variations to the deadlines and/or the methodologies of the initial Project, requested by the Client, shall be the subject of a written amendment of the Contract; if not, those variations will be considered ineffective and YouGov CP will not be required to take those into account.

10.3 In the event the start or the carrying out of the Research is delayed due to any action, decision or motive on the part of the Client (such as – merely by way of example – delays in the delivery of products, materials or information necessary to conduct the Research), the Client shall be obliged to pay the additional costs incurred by YouGov CP.

### **Art. 11 – Limits to the liability of YouGov CP**

11.1 YouGov CP is solely responsible for the media and methodologies used for collection, analysis, process and/or management of the data that are the subject of the Research.

11.2 YouGov CP undertakes to conduct the Research on the basis of the provisions set forth in the foregoing art. 5 and, without prejudice to the limit referred to in art. 1229 of the Italian Civil Code, it (nor any of Company Group companies) shall in no way be held liable for any loss of profits or indirect loss of any kind arising out of – or connected to – the execution of the Contract.

11.3 YouGov CP shall not be held liable for delays and/or breach of Contract and/or default in the delivery of the final report containing the results of the Research, due to factors outside its control.

11.4 The YouGov CP may not be considered in breach of Contract should it be late in starting work on the Contract or in delivering the final report if the delay remains within a limit of 15 days from the date indicated in the Project. 11.5 Without prejudice to art. 11.2 above, the liability for loss of the YouGov CP (including Company Group companies) in relation to possible infringements in the execution of the Contract, without prejudice to art. 1229 of the Italian Civil Code, may never exceed the lesser of: a) the net fees paid by the Client for the individual Research project which gives rise to the liability and b) one million euros.

### **Art. 12 – Conservation of the Research data and materials**

12.1 The completed questionnaires and electronic media containing the Research data are the property of the YouGov CP.

12.2 YouGov CP has the right to destroy the questionnaires and Research materials 6 (six) months after the results have been delivered, without previously informing the Client, on condition that the relative data are kept on electronic media for a period of 2 (two) whole years from the delivery of the Research results.

12.3 The Client may (excluding the proprietary products of YouGov CP), at its own expense, ask for copies of the questionnaires, subject to compliance with the Codes and, particularly, protection of the respondents' anonymity.

**Art. 13 – Ownership of the Research and limits to the business use of the Research findings**

13.1 The results arising from the application of YouGov CP's proprietary Products (as defined in art. 1.2) or of the products/services that are the exclusive property of third parties having granted license to YouGov CP, are the exclusive property of the YouGov CP and/or said third party. Only the findings of Ad Hoc surveys shall be owned by the Client upon settlement of the balance due, as provided for in the Contract.

The above findings may be used by the Client with the following terms and limits:

13.1.1 The Client shall be entitled to use the Research results within its own company and/or to disclose their contents solely to its own employees and collaborators;

13.1.2 The Client undertakes henceforth not to sell the results to third parties nor, in any case, to permit them to be used, either free or for a fee, by third parties other than those indicated in the foregoing art. 13.1.1;

13.1.3 Any use or dissemination of the results that differs from and/or is more extensive than the one indicated in art. 13.1.1, has to be previously authorized in writing by the YouGov CP in full compliance with the envisaged Codes.

**Art. 14 – Intellectual property rights referring to the Proprietary Products of the YouGov CP**

14.1 The Project and all materials used and produced for the execution of the Research (such as, for example, hardware, software, questionnaires, instruments for collecting data, etc.) are and remain – even after the termination or the withdrawal from the Contract – the sole property of YouGov CP.

14.2 The Intellectual property of the proprietary Products of the YouGov CP (as defined in art. 1.2) or of the products/services used by the YouGov CP under the license

from third parties rests solely with the YouGov CP and/or said third party.

14.3 In terms of intellectual property, the Client acknowledges the copyright ownership to YouGov CP (Italian Law 22nd April 1941 no. 633, as later amended and completed) with regard to its proprietary Products (as defined in art. 1.2) deliveries, as far as their setting-up, data processing and final summary are concerned.

**Art. 15 – Use of identifying logos**

15.1 The Client hereby authorizes YouGov CP to use their logo or logos in order to set out in the best possible way any research and presentation material connected with the Research commissioned.

**Art. 16 – Data Quality Management in Consumer Panels**

16.1 To validate and increase the reliability of the data and reported results, YouGov CP may use perform plausibility checks of and corrections of the raw data according to established procedure. This may include, as applicable: (i) correcting prices and quantities; (ii) deleting implausible or incomplete data sets; (iii) checking and correcting outliers (such as adjusting prices based on expert knowledge) and plausibility (such as matching discount brands with the relevant discount shop); (iv) adjusting implausible or incomplete data sets according to frequency distribution; (v) validating current results according to existing historical data and comparing statistical projection and raw data to finetune reporting. In addition, YouGov CP may use benchmarking and adjustment techniques including, for example: (i) benchmarking the data with data and statistics available from governmental bodies or industry recognized parties and using adjustment factors or additional weights; (ii) adjusting coverage gaps by using standardized factors and, as applicable, aggregating monitored time periods; (iii) validating and adapting the structure of households which already reported online to the perceived actual level of internet usage; (iv) using adjustment factors to compensate under-coverage or over-coverage of the panel, as previously identified by using external benchmarks (v) YouGov CP reserves the right to adjust panel data to reliable external benchmarks in case of large deviations. This is not an automatic process but will be handled in a case by case basis.

**Art. 17 - Personal data protection - Indemnity**

17.1 The Parties acknowledge that in the course of the execution of the Research they will mutually comply with the EU General Data Protection Regulation no. 2016/679 (and

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any subsequent modifications and/or integrations ("GDPR no. 2016/679").

17.2 Should it be necessary, for the implementation of the Research, to process databases / lists of personal data delivered by the Client, the Client shall hold harmless and indemnify the YouGov CP with respect to any damage and/or detrimental consequence which may derive to the YouGov CP from the use and transfer of the personal data received in order to achieve the object of the Contract.

Address \_\_\_\_\_

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Fiscal code / V.A.T. number

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### **Art. 18 – Court of jurisdiction and applicable law**

18.1 Any dispute relating to the validity, interpretation, execution and termination of the Contract shall be referred solely to the Milan Court with the explicit agreed exclusion of any other possibly competing or alternative court of jurisdiction.

18.2 The Contract is governed by Italian law.

Date: \_\_\_\_\_

Stamp and Signature of the Client

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Pursuant to articles 1341 e 1342 of the Italian Civil Code, the Client hereby gives specific approval of the following articles: 1.3, 1.4 and 1.5 (**General regulations – Subject of the Contract**), 10.1 (**Early termination**), 11 (**Limits to the liability of YouGov CP**), 13 (**Ownership of the Research and limits to the business use of the Research findings**), 14 (**Intellectual property rights referred to the Proprietary Products of YouGov CP**), 15 (**Use of identifying logos**), 16 (**Data Quality Management in Consumer Panels**), 17 (**Personal data protection - Indemnity**) and 18 (**Court of jurisdiction and applicable law**).

Date: \_\_\_\_\_

Stamp and Signature of the Client

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Client's company name

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