



Registration of a Charge

Company Name: **YOUGOV PLC**

Company Number: **03607311**



Received for filing in Electronic Format on the: **01/01/2024**

XCTSWK55

Details of Charge

Date of creation: **21/12/2023**

Charge code: **0360 7311 0006**

Persons entitled: **CITIBANK, N.A., LONDON BRANCH**

Brief description: **THE INTELLECTUAL PROPERTY TRADEMARK "AFFLUENT PERSPECTIVE" WITH REGISTRATION NUMBER 00915292139 AND THE OTHER INTELLECTUAL PROPERTY SPECIFIED IN THE INSTRUMENT. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

CHRISTOPHER HARLEY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3607311

Charge code: 0360 7311 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2023 and created by YUGOV PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st January 2024 .

Given at Companies House, Cardiff on 3rd January 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED 21 December 2023

THE PERSONS LISTED IN SCHEDULE 1
AS ORIGINAL CHARGORS

IN FAVOUR OF

CITIBANK, N.A., LONDON BRANCH
AS SECURITY AGENT

DEBENTURE

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THIS DEBENTURE is made by way of deed on 21 December 2023

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*The Original Chargors*) (each an "**Original Chargor**") in favour of
- (2) **CITIBANK, N.A., LONDON BRANCH** as security trustee for each of the Secured Parties acting pursuant to and with the benefit of the protections as set out in the Intercreditor Agreement (the "**Security Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"**Acceleration Event**" has the meaning given to the term "Senior Acceleration Event" in the Intercreditor Agreement.

"**Account**" means each of the accounts listed in Schedule 2 (*Accounts*) and any other accounts opened or maintained by any Chargor with the Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"**Additional Chargor**" means a member of the Group which becomes a Chargor by executing a Security Accession Deed.

"**Administration Event**" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court.

"**Charged Assets**" means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture.

"**Chargor**" means an Original Chargor or an Additional Chargor.

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law.

"**Control Account**" means each Account designated as such in any Security Accession Deed (and any renewal, redesignation, replacement, subdivision or subaccount of such

accounts) and any other Account that may from time to time be identified in writing as a Control Account by the Security Agent.

"Derivative Contract" means any master agreement, schedule, transaction, confirmation, novation or other instrument entered into by a Chargor and a counterparty from time to time in connection with protection against or benefit from fluctuation in any rate or price.

"English Charged Company" means each of the companies listed in Schedule 3 (*Shares*).

"Facilities Agreement" means the facilities agreement dated 29 September 2023 between, amongst others, [YouGov PLC and YouGov Netherlands B.V. as original borrowers, the Chargors as original guarantors, Citibank Europe plc, UK Branch as agent, Citibank, N.A., London Branch as security agent and the financial institutions listed in Part III of Schedule 1 therein as original lenders].

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Fixed Security*) of this Debenture or pursuant to a Security Accession Deed.

"Insurance Policy" means each policy of insurance specified in Schedule 5 (*Insurance Policies*), each policy of insurance specified in any Security Accession Deed and any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented) but excluding such policies of insurance to the extent that they relate to public liability or third party liabilities (including, without limitation, employee's liability insurances) or are directors and officers insurance policies.

"Intellectual Property" means the intellectual property specified in Schedule 4 (*Intellectual Property*), the intellectual property specified in any Security Accession Deed and any patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, KnowHow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest.

"Intercompany Loan Agreement" means any intercompany loan agreement under which a Chargor is the lender and another Group Company is the borrower.

"Intercreditor Agreement" means the intercreditor agreement dated 21 December 2023 between, amongst others, the Chargors as debtors, Citibank Europe plc, UK Branch as agent and Citibank, N.A., London Branch as security agent.

"Investments" means the securities specified as such in any Security Accession Deed and any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares);
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;

- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (d) certificates in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time).

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor).

"Mortgaged Property" means the freehold and leasehold property which has an individual value in excess of £1,000,000 (or its equivalent) or in the case of leasehold property only has a term of seven years or more, in each case as specified in any Security Accession Deed.

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 6 (*Form of Notice of Security to Account Bank*), Schedule 7 (*Form of Notice of Assignment of Specific Contract or Intercompany Loan Agreement*) and Schedule 8 (*Form of Notice of Assignment of Insurance Policy*) or in such form as may be specified by the Security Agent.

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 6 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Security Agent.

"Parent" means YouGov PLC, a company incorporated in England and Wales with registered number 03607311.

"Real Property" means (including as provided in Clause 1.7 (*Real Property*)), any present or future freehold or leasehold or immovable property (situated in England and Wales) and any other interest in land or buildings (situated in England and Wales) and any rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by each Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party under or pursuant to each of the Finance Documents, whether actual or contingent, whether originally incurred by that Chargor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including obligations set out in Clause 16.3 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement and any liability in respect of any further advances made under the Finance Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Security Accession Deed" means a security accession deed in substantially the form set out in Schedule 9 (*Form of Security Accession Deed*) or in such form as may be specified by the Security Agent.

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Agent (acting reasonably) is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents.

"Shares" means any stocks, shares, debentures and other securities listed in Schedule 3 (*Shares*), any stocks, shares, debentures and other securities listed as such in any Security Accession Deed and all of each Chargor's other present and future shares in the capital of any Subsidiary of that Chargor from time to time held by, to the order, or on behalf, of each Chargor.

"Specific Contracts" means any contract specified as such in a Security Accession Deed.

"Supplemental Mortgage" means a charge by way of legal mortgage granted by a Chargor in favour of, and in a form approved of by, the Security Agent.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress).

1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facilities Agreement, the Intercreditor Agreement or in any other Finance

Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture.

1.3 Construction

In this Debenture:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Facilities Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture;
- (b) any reference to the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**", a "**Chargor**", an "**Original Chargor**", an "**Additional Chargor**" or any "**Obligor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement;
- (c) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (d) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture unless specified otherwise.

1.4 Incorporation of provisions from Facilities Agreement

Clauses 14 (*Tax gross up and indemnities*), 16 (*Other indemnities*), 18 (*Costs and Expenses*), 33.1 (*Accounts*), 33.2 (*Certificates and determinations*) and 36 (*Amendments and waivers*) of the Facilities Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Facilities Agreement were references to this Debenture.

1.5 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.6 Present and future assets

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

1.7 Real Property

- (a) A reference in this Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Facilities Agreement, the Intercreditor Agreement and each other Finance Document are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4.16 (*Assignment of Intercompany Loan Agreements*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.9 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

1.10 Security Accession Deeds

This Debenture and each Security Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Debenture to "this Debenture" shall be deemed to include, where the context so permits, each Security Accession Deed which has from time to time been entered into by Additional Chargors and all references in this Debenture to any "Security created by this Debenture" or "Security created pursuant to this Debenture" shall be deemed to include any Security created by or pursuant to each such Security Accession Deed, and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by this Debenture shall extend and apply to the Security created by each such Security Accession Deed.

1.11 **Double recovery**

To the extent a specific indemnity contained in this Debenture is also contained in another Finance Document (a "**Repeated Clause**"), the Repeated Clause shall not provide for a double recovery by the Security Agent of the same amount.

2. **COVENANT TO PAY**

2.1 **Covenant to pay**

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. **COMMON PROVISIONS**

3.1 **Common provisions as to all Security**

All the Security created by or pursuant to this Debenture is:

- (a) created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) created in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 **Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. **FIXED SECURITY**

4.1 **Mortgage of Real Property**

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 **Fixed charge over Real Property**

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.

4.3 **Fixed charge over Tangible Moveable Property**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights.

4.5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts) (including the Derivative Contracts, each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights.

4.6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, (to the extent not validly and effectively assigned pursuant to Clause 4.15 (*Assignment of Insurance Policies*)) all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4.6).

4.7 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.9 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all of its Intellectual Property and all Related Rights.

4.10 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of that Chargor and all Related Rights.

4.11 Fixed charge over uncalled capital

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of that Chargor and all Related Rights.

4.12 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.13 (*Assignment of Accounts*) to 4.16 (*Assignment of Intercompany Loan Agreements*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Control Account, each Specific Contract, each Insurance Policy and each Intercompany Loan Agreement of that Chargor and all Related Rights in relation to each of those assets.

4.13 Assignment of Accounts

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights.

4.14 Assignment of Specific Contracts

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights.

4.15 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor.

4.16 Assignment of Intercompany Loan Agreements

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to each Intercompany Loan Agreement of that Chargor and all Related Rights.

4.17 Assigned assets

The Security Agent shall not be permitted to revoke or withdraw any consent or permission referred to in any notice of assignment served pursuant to Clause 6 (*Provisions as to Security and Perfection*) unless and until an Event of Default that is continuing occurs.

5. FLOATING CHARGE

5.1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor.

- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

5.2 **Crystallisation: by notice**

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created by that Chargor pursuant to Clause 5.1 (*Floating Charge*) or pursuant to a Security Accession Deed with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Security Agent (acting reasonably) considers that any of the Charged Assets may be in danger of being seized or sold pursuant to any form of legal process which would constitute a Default under clause 24.8 (*Creditors' process*) of the Facilities Agreement;
- (c) the Security Agent considers that it is necessary in order to protect the priority of the Security; or
- (d) any Chargor requests the Security Agent to exercise any of its powers under this Debenture.

5.3 **Crystallisation: automatic**

Notwithstanding Clause 5.2 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, a floating charge created by a Chargor pursuant to Clause 5.1 (*Floating Charge*) or pursuant to a Security Accession Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if, in relation to that Chargor:

- (a) the Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facilities Agreement), over any of the Charged Assets;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets;
- (c) an Administration Event occurs;
- (d) a Receiver is appointed over all or any of the Charged Assets;
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;
- (f) a petition is presented for the compulsory winding-up of the Chargor;

- (g) a provisional liquidator is appointed to the Chargor; or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of the Chargor,

or any analogous procedure or step is taken in any jurisdiction, provided that such conversion shall only occur to the extent that the action triggering such conversion is not permitted under the Facilities Agreement.

6. PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Negative pledge and restriction on dealings

Except as permitted under the Facilities Agreement, no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

6.2 Implied covenants for title

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4 (*Fixed Security*) or 5 (*Floating charge*).

6.3 Notice of Security: Accounts

- (a) **Control Accounts:** Each Chargor shall, within 5 Business Days of the date of this Debenture or, if applicable, within 5 Business Days of the date of the relevant Security Accession Deed, or, if later, promptly upon the designation at any time by the Security Agent of any Account as a Control Account, deliver to the Security Agent (or procure the delivery of) a Notice of Assignment duly executed by, or on behalf of, that Chargor in respect of each Control Account and each such Chargor shall use its reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Control Account is opened or maintained, an acknowledgement in the form set out in such Notice of Assignment within 90 days of service of the Notice of Assignment, provided that such obligation to use reasonable endeavours to obtain an acknowledgment shall cease at the end of the 90 day period.
- (b) **Other Accounts:** Each Chargor shall promptly deliver to the Security Agent (or procure the delivery of) a Notice of Charge in relation to the Accounts (except any Control Account) duly executed by, or on behalf of, that Chargor and each such Chargor shall use its reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Charge within 90 days of service of the Notice of Charge, provided that such obligation to use reasonable endeavours to obtain an acknowledgment shall cease at the end of the 90 day period.
- (c) The execution of this Debenture by each Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

6.4 Notice of Security: other assets

- (a) Each Chargor shall, within 5 Business Days of the date of this Debenture or, if applicable, within 5 Business Days of the date of the relevant Security Accession Deed, or, if later, when requested by the Security Agent from time to time, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Assignment (in relation to Specific Contracts, Intercompany Loan Agreements or Insurance Policies, as appropriate) duly executed by, or on behalf of, that Chargor in relation to any Specific Contract, Intercompany Loan Agreements or Insurance Policy or a Notice of Charge in respect of any Account which is the subject of any floating charge which is converted into a fixed charge pursuant to Clauses 5.2 (*Crystallisation: by notice*) and 5.3 (*Crystallisation: automatic*).
- (b) Each Chargor shall use its reasonable endeavours to procure from each such recipient of such a Notice of Assignment (in relation to Specific Contracts, Intercompany Loan Agreements or Insurance Policies, as appropriate) an acknowledgement in the form set out therein within 90 days of service of the Notice of Assignment (in relation to Specific Contracts, Intercompany Loan Agreements or Insurance Policies, as appropriate), provided that such obligation to use reasonable endeavours to obtain an acknowledgement shall cease at the end of the 90 day period.

6.5 Deposit of documents of title: Investments

Each Chargor shall, at its own cost and risk, on the date of this Debenture or, if applicable, on the date of the relevant Security Accession Deed, and upon the acquisition or coming into possession by any Chargor of any interest in any Investment, as soon as reasonably practicable on the request of the Security Agent, deposit with the Security Agent (or such other nominee(s) as the Security Agent may direct) (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Agent may reasonably request (in such form and executed in such manner as the Security Agent may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

6.6 Deposit of share certificates

Each Chargor shall, at its own cost and risk:

- (a) on the date of this Debenture or, if applicable, on the date of the relevant Security Accession Deed (and upon its coming into possession thereof at anytime), deposit with the Security Agent (or such other nominee(s) as the Security Agent may direct) (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by it or on its behalf) in respect of the Shares; and

- (b) as soon as reasonably practicable upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or such other nominee(s) as the Security Agent may direct) (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request.

6.7 Deposit of title deeds

Each Chargor shall, if requested by the Security Agent in writing:

- (a) on the date of this Debenture or, if applicable, on the date of the relevant Security Accession Deed (and promptly upon the acquisition by it of any interest in any Real Property at any time) deposit with the Security Agent (or such other nominee(s) as the Security Agent may direct) (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property; and
- (b) at any time thereafter deposit with the Security Agent (or such other nominee(s) as the Security Agent may direct) (or procure the deposit of) any further such deeds, certificates and other documents in respect of the Real Property, promptly upon coming into possession of any of those items,

or procure that those documents of title are held to the order of the Security Agent for that purpose under an acceptable solicitor's undertaking to hold the same to the order of the Security Agent.

6.8 Application to HM Land Registry

Each Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [*Citibank, N.A., London Branch*] referred to in the charges register or their conveyancer."

6.9 Registration of Intellectual Property

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

6.10 Further advances

- (a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further advances to each Chargor who is a Borrower and that

obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.

- (b) Each Chargor who is a Borrower consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of its Charged Assets.

7. FURTHER ASSURANCE

7.1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 7.2 below.

7.2 Further assurance

Each Chargor shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require) in favour of the Security Agent or its nominee(s):

- (i) to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Assets (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights;
- (ii) to create a Supplemental Mortgage in favour of the Security Agent over any Real Property in England and Wales not already the subject of a registrable legal mortgage;
- (iii) to confer on the Security Agent Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture in accordance with the terms of the Finance Documents; and/or
- (iv) to facilitate the realisation of the Charged Assets in accordance with the terms of the Finance Documents.

7.3 Consents

- (a) Each Chargor shall, as soon as possible, use reasonable endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the assets of that Chargor to be the subject of the relevant Fixed Security pursuant to this Debenture or a Supplemental Mortgage (the "**Consents**").

- (b) Each Chargor shall keep the Security Agent informed of the progress of any negotiations to obtain any Consents.
- (c) Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and each relevant Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Agent.

8. SHARES AND INVESTMENTS

8.1 Shares: Undertaking

Each Chargor shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from the English Charged Companies; and
- (b) promptly provide the Security Agent with a copy of the notice referred to in paragraph (a) above.

8.2 Dividends prior to an Event of Default

Prior to the occurrence of an Event of Default, each Chargor shall be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Shares.

8.3 Dividends after an Event of Default

Upon the occurrence of an Event of Default, the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor, apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 18 (*Application of Proceeds*).

8.4 Voting rights prior to Security Agent Notice

Prior to the giving of notice pursuant to Clause 8.5 (*Voting rights after Security Agent Notice*), each Chargor shall be entitled to exercise all voting rights in relation to the Shares.

8.5 Voting rights after Security Agent Notice

- (a) Subject to paragraph (b) of this Clause 8.5, upon the occurrence of an Acceleration Event, the Security Agent may (but without having any obligation to do so) give notice to any relevant Chargor (with a copy to the Agent) that this Clause 8.5 will apply. With effect from the giving of that notice the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from that Chargor:
 - (i) exercise (or refrain from exercising) any voting rights in respect of the Shares;

- (ii) transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
- (iii) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in:
 - (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares.

- (b) The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under paragraph (a) of this Clause 8.5 if and to the extent that:
 - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "NSIA") and any regulations made under the NSIA; and
 - (i) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSIA; or
 - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSIA but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSIA.

8.6 National Security and Investment Act 2021 – notifications

Where paragraph (b) of Clause 8.5 (*Voting rights after Security Agent Notice*) applies, the Security Agent may give a mandatory notice to the Secretary of State in accordance with the NSIA notifying of the proposed acquisition of voting rights by the Security Agent. Alternatively, the Security Agent may direct the relevant Chargor to promptly give the relevant notice as representative of the Security Agent. Where notification is given by the relevant Chargor, that Chargor shall promptly notify the Security Agent of the outcome of the notification.

8.7 Waiver of voting rights by Security Agent

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or any relevant Chargor, at any time, by notice to any relevant Chargor (which notice shall be irrevocable), with a copy to the Agent, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Security Agent pursuant to Clause 8.5 (*Voting rights after Security Agent Notice*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Agent not to make such election or to require the Security Agent to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election.
- (b) Once a notice has been issued by the Security Agent under paragraph (a) of this Clause 8.7, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 8.5 (*Voting rights after Security Agent Notice*) or any other provision of this Debenture and all such rights will be exercisable by the relevant Chargor. Each relevant Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares.

8.8 Shares: Voting rights

- (a) No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to or concur or participate in any:
 - (i) variation of the rights attaching to or conferred by all or any part of the Shares;
 - (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture, save as permitted pursuant to Clause 23.21 (*Share Capital*) of the Facilities Agreement;
 - (iii) exercise, renunciation or assignment of any right to subscribe for any shares or securities, save as permitted pursuant to Clause 23.21 (*Share Capital*) of the Facilities Agreement; or
 - (iv) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture (unless permitted pursuant to the Facilities Agreement),

which prejudices the value of, or the ability of the Security Agent to realise or the interests of the Secured Parties, the Security created pursuant to this Debenture **provided that** the proceeds of any such action shall form part of the Shares.

- (b) No Chargor shall appoint any third party nominee to exercise any members' rights or information rights in relation to the Shares.

8.9 Investments and Shares: Payment of calls

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by it in such payment which is not remedied within five Business Days from the earlier of (i) the Security Agent giving notice to the relevant Chargor or (ii) the relevant Chargor becoming aware of the non-payment, the Security Agent may (but without any obligation to do so), if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by each relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed, such interest to be calculated in accordance with Clause 10.4 (*Default interest*) of the Facilities Agreement.

8.10 Investments: Exercise of rights

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Security Agent to realise, or the interests of the Secured Parties in, the Security created pursuant to this Debenture.

9. ACCOUNTS

9.1 Accounts: Notification and variation

- (a) Each Chargor shall promptly deliver to the Security Agent on the date of this Debenture or, if applicable, on the date of the relevant Security Accession Deed (and, if any change occurs thereafter, on the date of such change), details of each Account opened or maintained by it with any bank, building society, financial institution or other person.
- (b) No Chargor shall, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account (other than routine updates to bank account terms and conditions notified by any financial institution with whom an account is held) or if such variation does not prejudice the value of, or the ability of the Security Agent to realise, or the interests of the Secured Parties in, the Security created pursuant to this Debenture.

9.2 Accounts: Operation before an Event of Default

Each Chargor shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Control Account).

9.3 Accounts: Operation after an Event of Default

After the occurrence of an Event of Default no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

9.4 Control Accounts

- (a) No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Control Account except with the prior consent of the Security Agent and Clause 10 (*Monetary Claims*) or as permitted under the Facilities Agreement.
- (b) The Security Agent (on behalf of any Secured Party) may, at any time, upon the occurrence of an Event of Default which is continuing, without prior notice exercise from time to time all rights, powers and remedies held by it as assignee of the Control Accounts and to:
 - (i) demand and receive all and any monies due under or arising out of each Control Account; and
 - (ii) exercise all such rights as any Chargor was then entitled to exercise in relation to such Control Account or might, but for the terms of this Debenture, exercise.

9.5 Accounts: Application of monies

The Security Agent shall, upon the occurrence of an Event of Default which is continuing, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 18 (*Application of Proceeds*).

10. MONETARY CLAIMS

10.1 Release of Monetary Claims: Before an Event of Default

Prior to the occurrence of an Event of Default, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Facilities Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 4 (*Fixed Security*) or pursuant to any Security Accession Deed and the relevant Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5 (*Floating Charge*) or pursuant to any Security Accession Deed and the terms of this Debenture.

10.2 Release of Monetary Claims: After an Event of Default

After the occurrence of an Event of Default no Chargor shall, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11. INSURANCES

11.1 Insurance: Undertakings

Each Chargor shall at all times during the Security Period:

- (a) keep the Charged Assets insured in accordance with the terms of the Facilities Agreement;
- (b) promptly pay all premiums and other monies payable in respect of any Insurance Policy it is required to maintain pursuant to the Facilities Agreement and promptly upon reasonable request, produce to the Security Agent a copy of each policy and evidence (in form and substance acceptable to the Security Agent, acting reasonably) of the payment of such sums; and
- (c) if required by the Security Agent (but subject to the provisions of any lease of the Charged Assets), deposit all Insurance Policies relating to the Charged Assets with the Security Agent.

11.2 Insurance: Default

If any Chargor defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Security Agent may (without any obligation to do so) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, in the nature contemplated by Clause 23.22 (*Insurance*) of the Facilities Agreement, and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor to the Security Agent within 10 Business Days of demand.

11.3 Application of Insurance proceeds

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies):

- (a) prior to the occurrence of an Event of Default, be applied in repairing, replacing, restoring or rebuilding the property or assets damaged or destroyed; and
- (b) after the occurrence of an Event of Default, be held upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 18 (*Application of Proceeds*) and each Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets.

12. REAL PROPERTY

12.1 Property: Notification

Each Chargor shall promptly notify the Security Agent in writing of any contract, conveyance, transfer or other disposition for the acquisition, or any intention to enter into any contract, conveyance, transfer or other disposition for the acquisition, by that Chargor (or its nominee(s)) of any Real Property.

12.2 Lease covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Assets is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Assets becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.3 General property undertakings

Each Chargor shall:

- (a) repair and keep in reasonable repair and condition to the reasonable satisfaction of the Security Agent all the Real Property at any time forming part of the Charged Assets (reasonable wear and tear excepted); and
- (b) comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property, (b) any conditions attaching to any planning permissions relating to or affecting the Real Property and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property, where failure to do so has or is reasonably likely to have a Material Adverse Effect.

12.4 Entitlement to remedy

- (a) If any Chargor fails to comply with any of the undertakings contained in this Clause 12 and such failure is not remedied within five Business Days from the earlier of (i) the Security Agent giving notice to the relevant Chargor or (ii) the relevant Chargor becoming aware of such failure, the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 10.4 (*Default interest*) of the Facilities Agreement.
- (b) The exercise by the Security Agent of its powers under this Clause 12.4 shall not render the Security Agent liable to account as mortgagee in possession.

13. INTELLECTUAL PROPERTY

13.1 Intellectual Property: Undertakings

Each Chargor shall during the Security Period in respect of any Intellectual Property which is material to or required in connection with its business:

- (a) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence, validity and value of any such Intellectual Property; and
- (b) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value.

14. ENFORCEMENT OF SECURITY

14.1 Enforcement

Any time after the occurrence of:

- (a) an Event of Default (as long as it is continuing); or
- (b) a request from any Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (i) secure and perfect its title to all or any part of the Charged Assets;
- (ii) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets (and any assets of the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and
- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

14.2 Effect of moratorium

Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 14.1 (*Enforcement*), Clause 16.1 (*Appointment and removal*) or Clause 5.2 (*Crystallisation: by notice*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.

15. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

15.1 Extension of power of sale

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory

power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture or, in respect of Charged Assets secured pursuant to a Security Accession Deed, on the date of the Security Accession Deed.

15.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14 (*Enforcement of Security*).

15.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Debenture has become enforceable in accordance with Clause 14 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Facilities Agreement.

15.4 Right of appropriation

- (a) After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14.1 (*Enforcement*) to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be:
 - (i) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation; and
 - (ii) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Agent by

reference to a public index or independent valuation, or by such other process as the Security Agent may select.

In each case, the parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

15.5 Statutory powers

The powers conferred by this Debenture on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail.

16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

16.1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14.1 (*Enforcement*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent);

- (a) without prior notice to any Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s);
and
 - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986;
and
- (b) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

16.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;

- (b) the agent of each Chargor which shall be solely responsible for the Receiver's acts, defaults and liabilities and for the payment of the Receiver's remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to be remunerated at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets.

17. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the Receiver's instrument of appointment but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) in respect of which the Receiver was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in the Receiver's own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions which are conferred on or vested in the Receiver;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to the Receiver's hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets.

18. APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of

variation of the provisions of the Law of Property Act 1925) be applied in accordance with the terms of clause 14 (*Application of Proceeds*) of the Intercreditor Agreement.

19. PROTECTION OF PURCHASERS

19.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

19.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Security Agent or such Receiver in such dealings.

20. POWER OF ATTORNEY

20.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets);
- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 8.7 (*Waiver of voting rights by Security Agent*)), or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets); and
- (c) executing, delivering and perfecting a Supplemental Mortgage over any Real Property not already the subject of a registrable legal mortgage,

in each case, at any time after the Security created by this Debenture has become enforceable or following failure by such Chargor to comply with a request from the Security Agent to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture which failure has continued for five Business Days from the earlier of (i) the Security Agent giving notice to the relevant Chargor or (ii) the relevant Chargor becoming aware of such failure.

20.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

21. EFFECTIVENESS OF SECURITY

21.1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing.
- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

21.2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture.

21.3 No prejudice

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

21.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

21.5 No liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

21.6 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

21.7 Waiver of defences

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 21.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to that Chargor or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

21.8 Chargor intent

Without prejudice to the generality of Clause 21.7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

21.9 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from that Chargor under this Debenture or enforcing the Security created by this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

21.10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by an Obligor or in respect of any other person;
- (b) to claim any contribution from any guarantor or any other person in respect of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Obligor or other person; and/or

- (f) to claim or prove as a creditor of any Obligor or other person in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 18 (*Application of Proceeds*).

21.11 Additional Security

The Security created by each Chargor under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party.

22. PRIOR SECURITY INTERESTS

22.1 Redemption or transfer

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale or right of appropriation or application under this Debenture, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.

22.2 Accounts

The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.

22.3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon calculated in accordance with Clause 10.4 (*Default interest*) of the Facilities Agreement.

23. SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter made by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

24. RELEASE OF SECURITY

24.1 Release of Security

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 24.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

24.2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by that or those documents will continue and such amount will not be considered to have been irrevocably paid or credited.

25. SET-OFF

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14.1 (*Enforcement*), to set off against the Secured Obligations any matured obligation owing by the Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 18 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

26. CHANGES TO THE PARTIES

26.1 No assignments or transfers by Chargor

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture.

26.2 Assignments by the Security Agent

The Security Agent may assign all or any of its rights under this Debenture in accordance with the terms of the Intercreditor Agreement. The Security Agent shall be entitled to disclose such information concerning any Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect assignee or to any person to whom information may be required to be disclosed by any applicable law.

26.3 Additional Chargors

Each party to this Debenture acknowledges and agrees that a member of the Group may become an Additional Chargor and party to this Debenture by executing and delivering a Security Accession Deed.

Each Chargor other than the Parent irrevocably appoints the Parent as its attorney for the purpose of executing a Security Accession Deed on its behalf.

26.4 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent. References to the Security Agent shall include (i) any transferee, assignee or successor in title of the Security Agent, (ii) any entity into which the Security Agent is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Agent for all purposes under the Finance Documents).

27. DISCRETION AND DELEGATION

27.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Facilities Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

27.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

28. GOVERNING LAW

This Debenture and all non-contractual obligations arising out of or in connection with it are governed by English law.

29. JURISDICTION

29.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture) (a "Dispute").

29.2 Convenient forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Chargor will argue to the contrary.

29.3 Exclusive jurisdiction

Notwithstanding Clause 29.1 (*English Courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed by the Security Agent and executed as a deed by each Original Chargor and is delivered by them as a deed on the date stated at the beginning of this Debenture.

SCHEDULE 1
THE ORIGINAL CHARGORS

Name and Company Number of Original Chargor	Jurisdiction	Address, email and name of relevant department or officer to receive notice
YouGov PLC, registration number 03607311	England and Wales	Address: 50 Featherstone Street, London, EC1Y 8RT, United Kingdom Attention: Company Secretary E-mail: company.secretary@yougov.com
YouGov Services Limited, registration number 06739732	England and Wales	Address: 50 Featherstone Street, London, EC1Y 8RT, United Kingdom Attention: Company Secretary E-mail: company.secretary@yougov.com

**SCHEDULE 2
ACCOUNTS**



Chargor	Account Bank (including address and sort code)	Account Name	Account Number
YouGov PLC	Natwest (Chatham Resc, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT) Sort Code - 56-00-64	YouGov PLC	
YouGov PLC	HSBC (1 CENTENARY SQUARE, BIRMINGHAM, UK, B1 1HQ) Sort Code - 40-16-11	YouGov PLC	
YouGov PLC	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov PLC	
YouGov PLC	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov PLC USD	
YouGov PLC	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov PLC EUR	
YouGov PLC	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov PLC AUD	
YouGov PLC	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov PLC CHF	
YouGov Services	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov Services Ltd GBP	
YouGov Services	CITI (Citibank N.A. London Branch) Sort Code - 18-50-08	YouGov Services Ltd USD	









**SCHEDULE 3
SHARES**

Name of Chargor	Name of Company	Description and Number of Shares Held	Share Certificate Number(s)
YouGov PLC	Crunch Cloud Analytics Limited	60,000,000 A Ordinary Shares	[•]
YouGov PLC	Inconversation Media Ltd	291 Ordinary Shares	[•]
YouGov PLC	Portent.io Limited	391,523 Ordinary Shares	[•]
YouGov PLC	Rezonence Limited	750,464 Ordinary Shares	[•]
YouGov PLC	SMG Insight Limited	100 Ordinary Shares	[•]
YouGov PLC	YouGov Finance Limited	4 Ordinary Shares	[•]
YouGov PLC	YouGov Services Limited	2 Ordinary Shares	[•]
YouGov PLC	YouGov UK Limited	100 Ordinary Shares	[•]

SCHEDULE 4 INTELLECTUAL PROPERTY

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date		Int. Classe s	Trademark Status
Algeria										
YOUGOV PLC	YouGov		Algeria	DZ/T/2021/003887	13 Jun 2021	121295	9 Mar 2022		35	Registered
Argentina										
YouGov PLC	YouGov		Argentina	4011344	11 May 2021	3355213	29 Dec 2022		35	Registered
Australia										
YouGov Plc	LIVING CONSUMER INTELLIGENCE		Australia	1687050	14 Jun 2022	2303843	14 Jun 2022		35	Protected
YouGov Plc	YouGov		Australia	2174782	29 Apr 2021	2174782	29 Apr 2021		35	Registered
YouGov Plc	YouGov BrandIndex		Australia	1708541	21 Jul 2015	1708541	21 Jul 2015		35,38	Registered
YouGov Plc	YOUGOV PROFILES		Australia	2050297	13 Nov 2019	2050297	13 Nov 2019		35	Registered
YouGov Plc	YouGov Australia		Australia	1196605	31 Aug 2007	1196605	31 Aug 2007		35, 38, 42	Registered
Bahrain										
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Bahrain	44658	19 Jun 2005	44658	21 Nov 2007		35	Registered
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Bahrain	44659	19 Jun 2005	44659	21 Nov 2007		36	Registered
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Bahrain	44660	19 Jun 2005	44660	21 Nov 2007		38	Registered

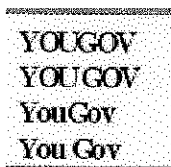


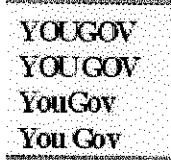

Owner	Trademark	Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classe s	Trademark Status
YouGov Plc	YOUGOV (Series of 4) 	Bahrain	44661	19 Jun 2005	44661	21 Nov 2007	42	Registered
Brazil								
YOUGO V PLC	YouGov	Brazil	909708797	21 Jul 2015	909708797	17 Oct 2017	35	Registered
YOUGO V PLC	YouGov	Brazil	909709025	21 Jul 2015	909709025	17 Oct 2017	38	Registered
YOUGO V PLC	YouGov BandIndex	Brazil	909709220	21 Jul 2015	909709220	17 Oct 2017	35	Registered
YOUGO V PLC	YouGov BandIndex	Brazil	909709360	21 Jul 2015	909709360	17 Oct 2017	38	Registered
Canada								
YouGov Plc	LIVING CONSUMER INTELLIGENCE	Canada	1687050	14 Jun 2022			35	Pending
YouGov Plc	YouGov	Canada	1905261	20 Jun 2018	TMA1098227	14 Apr 2021	35, 38	Registered
YOUGO V PLC	YouGov BrandIndex	Canada	1422428	19 Dec 2008	TMA794716	5 Apr 2011		Registered
YOUGO V PLC	YouGov Omnibus	Canada	1422433	19 Dec 2008	TMA794750	5 Apr 2011		Registered
YOUGO V PLC	YouGov Profiles	Canada	1992248	24 Oct 2019	TMS1097340	31 Mar 2021	35	Registered
YOUGO V PLC	YouGov What the World Thinks	Canada	1422429	19 Dec 2008	TMA794709	5 Apr 2011		Registered
Chile								
YOUGO V PLC	BRANDINDEX	Chile	801315	28 Dec 2007	839062	19 Jan 2009	35	Registered
YOUGO V PLC	YouGov	Chile	801314	28 Dec 2007	842466	26 Feb 2009	35	Registered
China								
YOUGO V PLC	OMNIBUS 	China	12585492	15 May 2013	12585492	14 Dec 2014	42	Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date		Int. Classe s	Trademark Status
YOUGO V PLC	OMNIBUS		China	1258549 3	15 May 2013	12585493	14	Oct 2014	38	Registered
YOUGO V PLC	OMNIBUS		China	1258549 4	15 May 2013	12585494	21	Aug 2015	36	Registered
YOUGO V PLC	OMNIBUS		China	1258549 5	15 May 2013	12585495	14	Oct 2014	35	Registered
YOUGO V PLC	YOUGOV		China	1258540 5	15 May 2013	12585405	28	Mar 2015	42	Registered
YOUGO V PLC	YOUGOV		China	1258540 6	15 May 2013	12585406	28	Jun 2016	38	Registered
YOUGO V PLC	YOUGOV		China	1258540 7	15 May 2013	12585407	14	Octo 2014	36	Registered
YOUGO V PLC	YOUGOV		China	1258540 8	15 May 2013	12585408	28	Jun 2016	35	Registered
YOUGO V PLC	YOUGOV		China	4316241 9	18 Dec 2019	43162419	14	Dec 2020	35	Registered
YOUGO V PLC	YOUGOV BRANDIND EX		China	1258548 8	15 May 2013	12585488	28	Mar 2015	42	Registered
YOUGO V PLC	YOUGOV BRANDIND EX		China	1258548 9	15 May 2013	12585489	28	Jan 2016	38	Registered
YOUGO V PLC	YOUGOV BRANDIND EX		China	1258549 0	15 May 2013	12585490	14	Oct 2014	36	Registered
YOUGO V PLC	YOUGOV BRANDIND EX		China	1258549 1	15 May 2013	12585491	14	Oct 2014	35	Registered
YOUGO V PLC	YOUGOV PROFILES	YOUGOV PROFILES	China	4316800 3	18 Dec 2019	43168003	7	Oct 2020	35	Registered
YOUGO V PLC	优顾		China	4314620 2	18 Dec 2019	43146202	28	Nov 2020	35	Registered
YOUGO V PLC	优顾		China	4327940 1	23 Dec 2019	43279401	28	Nov 2020	36	Registered



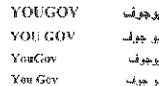
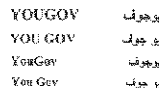
Owner	Trademark	Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
YOUGO V PLC	优顾 	China	4331847 3	25 Dec 2019	43318473	28 Nov 2020	42	Registered
YOUGO V PLC	奥观 (in Ch Characters) 	China	1258540 2	15 May 2013	12585402	14 Oct 2014	38	Registered
YOUGO V PLC	奥观 (in Ch Characters) 	China	1258540 3	15 May 2013	12585403	14 Oct 2014	36	Registered
YOUGO V PLC	奥观 (in Ch Characters) 	China	1258540 4	15 May 2013	12585404	14 Oct 2014	35	Registered
YOUGO V PLC	奥观 (in Ch Characters) 	China	1258549 6	15 May 2013	12585496	14 Oct 2014	42	Registered
Columbia								
YouGov Plc	YouGov	Columbia	SD2021 /004413 6	6 May 2021	698033	11 Jan 2022	35	Registered
Egypt								
Yougov Plc	YOU GOV 	Egypt	177509	25 Jul 2005	177509	21 Dec 2009	42	Registered
Yougov Plc	YOU GOV 	Egypt	177506	25 Jul 2005	177506	29 Dec 2008	35	Registered
YouGov plc	YOU GOV 	Egypt	177507	25 Jul 2005	177507	20 Aug 2008	36	Registered
YOUGO V PLC	YouGov	Egypt	177508	25 Jul 2005	177508	16 Apr 2015	38	Registered
EUTM								
YouGov Plc	AFFLUEN T PERSPEC TIVE	EUTM	0152921 39	30 Mar 2016	01529213 9	28 Jul 2017	35, 42	Registered
YouGov Plc	CRUNCHLI O	EUTM	0184624 49	28 Apr 2021	01846244 9	14 Sep 2021	9, 35, 42	Registered
YouGov Plc	LIVING CONSUM ER INTELLIG ENCE	EUTM	1687050	14 Jun 2022	1687050	14 Jun 2022	35	Registered
YouGov Plc	WHAT THE	EUTM	0073537 41	29 Oct 2008	00735374 1	1 Mar 2010	35, 38	Registered

Owner	Trademark	Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
	WORLD THINKS							
YouGov Plc	YouGov	EUTM	0051305 39	25 May 2006	00513053 9	25 Feb 2008	35, 38, 42, 45	Registered
YouGov Plc	YouGov BrandIndex	EUTM	0073543 01	29 Oct 2008	00735430 1	1 Mar 2010	35, 38	Registered
YouGov Plc	YouGov BrandIndex BestBrand	EUTM	0143915 69	20 Jul 2015	01439156 9	26 Feb 2016	9, 35, 41	Registered
YouGov Plc	YouGov Chat	EUTM	0184621 91	28 Apr 2021	01846219 1	28 Aug 2021	35	Registered
YouGov Plc	YouGov Collaborate	EUTM	0182791 69	28 Jul 2020	01827916 9	15 Dec 2020	35	Registered
YouGov Plc	YOUGOV CRUNCH	EUTM	0178876 13	13 Apr 2018	01788761 3	29 Sep 2018	9, 35, 42	Registered
YouGov Plc	YouGov Cube	EUTM	0143913 61	20 Jul 2015	01439136 1	26 Feb 2016	9, 35, 38	Registered
YouGov Plc	YOUGOV DIRECT	EUTM	0178876 09	13 Apr 2018	01788760 9	29 Sep 2018	9, 35, 36, 38, 42	Registered
YouGov Plc	YouGov Omnibus	EUTM	0073545 09	29 Oct 2008	00735450 9	1 Mar 2010	35, 38	Registered
YouGov Plc	YouGov Platform	EUTM	0184623 95	28 Apr 2021	01846239 5	28 Aug 2021	35	Registered
YouGov Plc	YouGov Profiler	EUTM	0143915 51	20 Jul 2015	01439155 1	26 Feb 2016	35, 38, 41	Registered
YouGov Plc	YouGov Profiles	EUTM	0143914 45	20 Jul 2015	01439144 5	25 Feb 2016	35, 38, 41	Registered
YouGov Plc	YOUGOV RATINGS	EUTM	0178876 08	13 Apr 2018	01788760 8	2 Nov 2018	35, 38, 41, 42	Registered
YouGov Plc	YouGov RealTime	EUTM	0184624 48	28 Apr 2021	01846244 8	28 Aug 2021	35	Registered
YouGov Plc	YouGov Safe	EUTM	0184621 90	28 Apr 2021	01846219 0	28 Aug 2021	35	Registered
YouGov Plc	YouGov Screen	EUTM	0182792 85	28 Jul 2020	01827928 5	15 Dec 2020	35	Registered

Owner	Trademark	Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
YouGov Plc	YOUGOV SIGNAL	EUTM	018142095	23 Oct 2019	018142095	15 Feb 2020	35	Registered
YouGov Plc	YouGov What The World Thinks	EUTM	007354079	29 Oct 2008	007354079	1 Mar 2010	35, 38	Registered
YouGov Plc	YouGovHelias	EUTM	006409528	6 Nov 2007	006409528	1 Sep 2008	35, 38, 42, 45	Registered
YouGov Plc	YouGovStone	EUTM	005971635	5 Jun 2007	005971635	23 Jan 2009	35, 38, 45	Registered
Hong Kong								
YouGov Plc	YouGov	Hong Kong	303482677	23 Jul 2015	303482677	23 Jul 2015	35, 38	Registered
YouGov Plc	YouGov BrandIndex	Hong Kong	303482668	23 Jul 2015	303482668	23 Jul 2015	35, 38	Registered
YouGov Plc	YouGov Omnibus	Hong Kong	303482659	23 Jul 2015	303482659	23 Jul 2015	35, 38, 41	Registered
YouGov Plc	YOUGOV PROFILES	Hong Kong	305111054	12 Nov 2019	305111054	12 Nov 2019	35	Registered
India								
YOUGO V PLC	YouGov	India	3889254	16 Jul 2018	3889254	2 Feb 2021	35	Registered
Indonesia								
YouGov Plc	YouGov	YouGov	J002015041045	22 Sep 2015	IDM000630080	8 Dec 2017	35, 38	Registered
YouGov Plc	YouGov BrandIndex	YouGov BrandIndex	J002015041044	22 Sep 2015	IDM000630079	8 Dec 2017	35, 38	Registered
YOUGO V PLC	YOUGOV PROFILES	Indonesia	JID2019079344	20 Dec 2019	IDM000857924	25 May 2021	35	Registered
Iran								
YOUGO V	YOUGOV	YOUGOV	84040633	2 Jul 2005	130172	1 Mar 2006	35, 36, 38, 42	Registered
Iraq								

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classe s	Trademark Status
YouGov Plc	يوكوف YO يوكوف YOUGOV		Iraq	47556	6 Apr 2005	47556	13 May 2008	35, 36, 38, 42	Registered
Japan									
YouGov Plc	YouGov		Japan	2015- 070674	23 Jul 2015	5874003	12 Aug 2016	35, 38	Registered
YouGov Plc	YouGov BrandIndex		Japan	2015- 070675	23 Jul 2015	5874004	12 Aug 2016	35, 38	Registered
YouGov Plc	YOUGOV PROFILES		Japan	2019- 138414	29 Oct 2019	6341640	18 Jan 2021	35	Registered
Jordan									
YouGov Plc	YOUGOV (Series of 4)		Jordan	JO/T/1/ 45989	19 Jun 2005	80544	10 Aug 2005	35	Registered
YouGov Plc	YOUGOV (Series of 4)		Jordan	JO/T/1/ 45990	19 Jun 2005	80521 10	Aug 2005	36	Registered
YouGov Plc	YOUGOV (Series of 4)		Jordan	JO/T/1/ 45992	19 Jun 2005	80543	10 Aug 2005	38	Registered
YouGov Plc	YOUGOV (Series of 4)		Jordan	JO/T/1/ 45993	19 Jun 2005	80545	10 Aug 2005	42	Registered
Lebanon									
YouGov Plc	YOUGOV (Series of 4)		Lebanon	3386	27 Jun 2005	196075	29 Jun 2005	35, 36, 38, 42	Registered
Malaysia									

Owner	Trademark		Country	Applica tion No.	Applica tion Date		Registrati on No	Registrati on Date		Int. Classe s	Trademark Status
YouGov Plc	YouGov	YouGov	Malaysia	2015062028	24 Jul 2015		2015062031	24 Jul 2015	38		Registered
YouGov Plc	YouGov	YouGov	Malaysia	2015062031	24 Jul 2015		2015062021	24 Jul 2015	35		Registered
YouGov Plc	YouGov BrandIndex	YouGov BrandIndex	Malaysia	2015062021	24 Jul 2015		2015062024	24 Jul 2015	38		Registered
YouGov Plc	YouGov BrandIndex	YouGov BrandIndex	Malaysia	TM2019042537	19 Nov 2019		TM2019042537	19 Nov 2019	35		Registered
YouGov Plc	YOUGOV PROFILES	YOUGOV PROFILES	Malaysia	2085058	7 Aug 2018		2014870	26 Jun 2019	35		Registered
Mexico											
YouGov Plc	YOUGOV		Mexico	2085058	7 Aug 2018		2014870	26 Jun 2019	35		Registered
YouGov Plc	YOUGOV BRANDINDEX		Mexico	2283520	28 Oct 2019		2089228	27 Feb 2020	35		Registered
Morocco											
YouGov Plc	YouGov	YouGov	Morocco	217306	29 Jul 2020		217306	29 Jul 2020	35		Registered
Norway											
YouGov Plc	YouGov		Norway	200706587	8 Jun 2007		245130	1 Apr 2008	35, 38, 42		Registered
YouGov Plc	YouGov BrandIndex		Norway	200813654	31 Oct 2008		250568	16 Apr 2009	35, 38		Registered
YouGov Plc	YouGov Onmibus		Norway	200813653	31 Oct 2008		250560	15 Apr 2009	35, 38		Registered
YouGov Plc	YouGov What The World Thinks		Norway	200813656	31 Oct 2008		250567	16 Apr 2009	35, 38		Registered
Oman											
YouGov Plc	YouGov	YouGov	Oman	37091	23 Jul 2005		37091	7 Aug 2006	35		Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
YouGov Plc	YouGov		Oman	37092	23 Jul 2005	37092	7 May 2006	36	Registered
YouGov Plc	YouGov		Oman	37093	23 Jul 2005	37093	6 Mar 2007	38	Registered
YouGov Plc	YouGov		Oman	37094	23 Jul 2005	7094	6 Mar 2007	42	Registered
Pakistan									
YUGOV V PLC	YouGov		Pakistan	501688	16 Jul 2018	501688	19 Apr 2019	35	Registered
Phillippines									
YUGOV V PLC	YUGOV		Phillippines	42015504088	23 Jul 2015	504088	11 Mar 2016	35, 38	Registered
YUGOV V PLC	YUGOV BRAND INDEX	YouGov BrandIndex	Phillippines	42015504089	23 Jul 2015	504089	11 Mar 2016	35, 38	Registered
YouGov Plc	YUGOV PROFILES		Phillippines	42019019948	15 Nov 2019	19948	10 Feb 2020	35	Registered
Qatar									
YouGov Plc	YUGOV فوجوڤ (Series of 4)		Qatar	35335	3 Apr 2005	35335	26 Feb 2009	35	Registered
YouGov Plc	YUGOV فوجوڤ (Series of 4)		Qatar	35336	3 Apr 2005	35336	26 Feb 2009	36	Registered
YouGov Plc	YUGOV فوجوڤ (Series of 4)		Qatar	35337	3 Apr 2005	35337	26 Feb 2009	38	Registered
YouGov Plc	YUGOV فوجوڤ (Series of 4)		Qatar	35338	3 Apr 2005	35338	26 Feb 2009	42	Registered
Republic of Korea (South)									
YouGov Plc	YouGov		Republic of Korea	4020200135455	3 Aug 2020	401861967	29 Aug 2022	35	Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classe s	Trademark Status
Saudi Arabia									
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Saudi Arabia	98472	18 Jul 2005	142604076	24 Feb 2007	35	Registered
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Saudi Arabia	98473	18 Jul 2005	142604073	22 Nov 2006	36	Registered
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Saudi Arabia	98474	18 Jul 2005	142604074	24 Feb 2007	38	Registered
YouGov Plc	YOUGOV (Series of 4)	YOUGOV YOU GOV YouGov You Gov	Saudi Arabia	98475	18 Jul 2006	142604075	24 Feb 2007	42	Registered
Singapore									
YouGov Plc	LIVING CONSUMER INTELLIGENCE		Singapore	1687050	14 Jun 2022				Pending
YouGov Plc	YouGov	YouGov	Singapore	40201512529V	21 Jul 2015				Pending
YouGov Plc	yougov brandindex	YouGov Brandindex	Singapore	40201512530Y	21 Jul 2015				Pending
YouGov Plc	yougov profiles	YOUGOV PROFILES	Singapore	40201924645R	13 Nov 2019				Pending
South Africa									
YouGov Plc	YouGov		South Africa	2018/20139	13 Jul 2018	2018/20139	12 May 2020	35	Registered
Switzerland									
YouGov Plc	YouGov		Switzerland	56032/2007	6 Jun 2007	P-570063	4 Apr 2008	35, 38, 41, 45	Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
YouGov Plc	YouGov BrandIndex		Switzerland	64166/2008	19 Nov 2008	587358	10 Jun 2009	35, 38	Registered
YouGov Plc	YouGov Omnibus		Switzerland	64167/2008	19 Nov 2008	587359	10 Jun 2009	35, 38	Registered
YouGov Plc	YouGov What The World Thinks		Switzerland	64165/2008	19 Nov 2008	587357	10 Jun 2009	35, 38	Registered
Syria									
YUGOV V PLC	YUGOV		Syria	106432	29 Jun 2005	100820	30 May 2006	35, 36, 38, 42	Registered
Taiwan									
YouGov Plc	YUGOV	YUGOV	Taiwan	107034158	30 May 2018	02002249	1 Aug 2019	35	Registered
Thailand									
YouGov Plc	YUGOV	YouGov	Thailand	1005078	18 Sep 2015	171127228	18 Sep 2015	35	Registered
YouGov Plc	YUGOV	YouGov	Thailand	1005079	18 Sep 2015	171127229	18 Sep 2015	38	Registered
YouGov Plc	YUGOV BRANDINDEX	YouGov BrandIndex	Thailand	1005080	18 Sep 2015	171127230	18 Sep 2015	35	Registered
YouGov Plc	YUGOV BRANDINDEX	YouGov BrandIndex	Thailand	1005081	18 Sep 2015	171127231	18 Sep 2015	38	Registered
YouGov Plc	YUGOV PROFILES	YUGOV PROFILES	Thailand	190144417	18 Nov 2019	211119934	18 Nov 2019	35	Registered
Turkey									
YouGov Plc	YUGOV	YUGOV	Turkey	2018/66377	16 Jul 2018	201866377	17 Oct 2019	35	Registered
United Arab Emirates									
YouGov Plc	LIVING CONSUMER INTELLIGENCE		United Arab Emirates	1687050	14 Jun 2022			35	Pending

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date		Int. Classes	Trademark Status
YouGov Plc	YUGOV (Series of 2)	YUGOV YouGov	United Arab Emirates	70551	20 Jun 2005	63339	3 Oct 2006	35		Registered
YouGov Plc	YUGOV (Series of 2)	YUGOV YouGov	United Arab Emirates	70552	20 Jun 2005	63338	3 Oct 2006	36		Registered
YouGov Plc	YUGOV (Series of 2)	YUGOV YouGov	United Arab Emirates	70553	20 Jun 2005	63337	3 Oct 2006	38		Registered
YouGov Plc	YouGov What The World Thinks	<i>YouGov What The World Thinks</i>	United Arab Emirates	121918	6 Nov 2008	121918	10 Nov 2011	35		Registered
YouGov Plc	YouGov What The World Thinks	<i>YouGov What The World Thinks</i>	United Arab Emirates	121919	6 Nov 2008	121919	10 Nov 2011	38		Registered
United Kingdom										
YouGov Plc	AFFLUENT PERSPECTIVE		United Kingdom	0091529 2139	30 Mar 2016	00915292 139	30 Mar 2016	35, 42		Registered
YouGov Plc	CRUNCHIO		United Kingdom	3633973	28 Apr 2021	3633973	28 Apr 2021	9, 35, 42		Registered
YouGov Plc	LIVING CONSUMER INTELLIGENCE		United Kingdom	3733362	15 Dec 2021	3733362	15 Dec 2021	35		Registered
YouGov Plc	WHAT THE WORLD THINKS		United Kingdom	0090735 3741	29 Oct 2008	00907353 741	29 Oct 2008	35, 38		Registered
YouGov Plc	YouGov		United Kingdom	0090513 0539	25 May 2006	00905130 539	25 May 2006	35, 38, 42, 45		Registered
YouGov Plc	YouGov		United Kingdom	2231737	8 May 2000	2231737	8 May 2000	35, 36, 38, 42		Registered
YouGov Plc	YouGov BrandIndex		United Kingdom	0090735 4301	29 Oct 2008	00907354 301	29 Oct 2008	35, 38		Registered

Owner	Trademark	Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
YouGov Plc	YouGov BrandIndex x BestBrand	United Kingdom	00914391569	20 Jul 2015	00914391569	20 Jul 2015	9, 35, 41	Registered
YouGov Plc	YouGov Chat	United Kingdom	3633783	28 Apr 2021	3633783	28 Apr 2021	35	Registered
YouGov Plc	YouGov Collaborate	United Kingdom	00918279169	28 Jul 2020	00918279169	28 Jul 2020	35	Registered
YouGov Plc	YouGov Collaborate	United Kingdom	3516793	28 Jul 2020	3516793	28 Jul 2020	35	Registered
YouGov Plc	YOUGOV CRUNCH	United Kingdom	00917887613	13 Apr 2018	00917887613	13 Apr 2018	9, 35, 42	Registered
YouGov Plc	YouGov Cube	United Kingdom	00914391361	20 Jul 2015	00914391361	20 Jul 2015	9, 35, 38	Registered
YouGov Plc	YOUGOV DIRECT	United Kingdom	00917887609	13 Apr 2018	00917887609	13 Apr 2018	9, 35, 36, 38,	Registered
YouGov Plc	YouGov Omnibus	United Kingdom	00907354509	29 Oct 2008	00907354509	29 Oct 2008	35, 38	Registered
YouGov Plc	YouGov PeopleIndex	United Kingdom	2447804	26 Feb 2007	2447804	26 Feb 2007	35, 38, 45	Registered
YouGov Plc	YouGov Platform	United Kingdom	3633728	28 Apr 2021	3633728	28 Apr 2021	35	Registered
YouGov Plc	YouGov Profiler	United Kingdom	00914391551	20 Jul 2015	00914391551	20 Jul 2015	35, 38, 41	Registered
YouGov Plc	YouGov Profiles	United Kingdom	00914391445	20 Jul 2015	00914391445	20 Jul 2015	35, 38, 41	Registered
YouGov Plc	YOUGOV RATINGS	United Kingdom	00917887608	13 Apr 2018	00917887608	13 Apr 2018	35, 38, 41, 42	Registered
YouGov Plc	YouGov RealTime	United Kingdom	3633818	28 Apr 2021	3633818	28 Apr 2021	35	Registered
YouGov Plc	YouGov Safe	United Kingdom	3633780	28 Apr 2021	3633780	28 Apr 2021	35	Registered
YouGov Plc	YouGov Screen	United Kingdom	00918279285	28 Jul 2020	00918279285	28 Jul 2020	35	Registered
YouGov Plc	YouGov Screen	United Kingdom	3516708	28 Jul 2020	3516708	28 Jul 2020	35	Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classes	Trademark Status
YouGov Plc	YUGOV SIGNAL		United Kingdom	00918142095	23 Oct 2019	00918142095	23 Oct 2019	35	Registered
YouGov Plc	YUGOV SIGNAL		United Kingdom	3438737	23 Oct 2019	3438737	23 Oct 2019	35	Registered
YouGov Plc	YouGov What The World Thinks		United Kingdom	00907354079	29 Oct 2008	00907354079	29 Oct 2008	35, 38	Registered
YouGov Plc	YouGov.com		United Kingdom	2231735	8 May 2000	2231735	8 May 2000	35, 36, 38, 42	Registered
YouGov Plc	YouGovHelas		United Kingdom	00906409528	6 Nov 2007	00906409528	6 Nov 2007	35, 38, 42, 45	Registered
YouGov Plc	YouGovStone		United Kingdom	00905971635	5 Jun 2007	00905971635	5 Jun 2007	35, 38, 45	Registered
United States of America									
YouGov Plc	AFFLUENT PERSPECTIVE	AFFLUENT PERSPECTIVE	United States of America	86974424	13 Apr 2016	5466457	8 May 2018	35	Registered
YUGOV PLC	BRANDINDEX	BRANDINDEX	United States of America	77032431	30 Oct 2006	3925791	1 Mar 2011	38	Registered
YouGov Plc	CRUNCHIO		United States of America	90682129	29 Apr 2021	6915380	6 Dec 2022	9, 35, 42	Registered
YouGov Plc	LIVING CONSUMER INTELLIGENCE		United States of America	97190136	26 Dec 2021	7141823	22 Aug 2023	35	Registered
YUGOV PLC	YUGOV	YouGov	United States of America	78902888	7 Jun 2006	3612482	28 Apr 2009	35, 38	Registered
YouGov Plc	YUGOV BRANDINDEX	YouGov BrandIndex	United States of America	77606114	3 Nov 2008	3839744	31 Aug 2010	35, 38, 41	Registered
YouGov PLC	YUGOV BRANDINDEX BESTBRAND	YUGOV BRANDINDEX BESTBRAND	United States of America	86836550	2 Dec 2015	5273775	29 Aug 2017	35, 41	Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date		Int. Classe s	Trademark Status
YouGov Plc	YouGov Chat		United States of America	90682106	29 Apr 2021	6915379	6 Dec 2022	35		Registered
YouGov Plc	YouGov Collaborate		United States of America	90081590	29 Jul 2020	6642025	15 Feb 2022	35		Registered
YouGov PLC	YOUGOV CRUNCH	YOUGOV CRUNCH	United States of America	87936213	25 May 2018	6224756	22 Dec 2020	9, 35, 42		Registered
YouGov PLC	YOUGOV CUBE	YOUGOV CUBE	United States of America	86836530	2 Dec 2015	5126965	24 Jan 2017	9, 35		Registered
YouGov PLC	YOUGOV DIRECT	YOUGOV DIRECT	United States of America	87953022	7 Jun 2018	5817558	30 Jul 2019	35, 38, 42		Registered
YouGov Plc	YOUGOV OMNIBUS	YouGov Omnibus	United States of America	77606127	3 Nov 2008	3843553	7 Sep 2010	35, 38, 41		Registered
YouGov Plc	YouGov Platform		United States of America	90682081	29 Apr 2021	6915377	6 Dec 2022	35		Registered
YouGov PLC	YOUGOV PROFILES	YOUGOV PROFILES	United States of America	86836596	2 Dec 2015	5126967	24 Jan 2017	35		Registered
YouGov PLC	YOUGOV RATINGS	YOUGOV RATINGS	United States of America	87936204	25 May 2018	5708065	26 Mar 2019	35		Registered
YouGov Plc	YouGov RealTime		United States of America	90682072	29 Apr 2021	6915376	6 Dec 2022	35		Registered
YouGov Plc	YouGov Safe		United States of America	90682096	29 Apr 2021	6915378	6 Dec 2022	35		Registered
YouGov Plc	YouGov Screen		United States of America	90081588	29 Jul 2020	6674946	22 Mar 2022	35		Registered
YouGov Plc	YOUGOV SIGNAL	YOUGOV SIGNAL	United States of America	88677688	1 Nov 2019	6116855	4 Aug 2020	35		Registered

Owner	Trademark		Country	Applica tion No.	Applica tion Date	Registrati on No	Registrati on Date	Int. Classe s	Trademark Status
YouGov Plc	YOUGOV WHAT THE WORLD THINKS	YouGov What The World Thinks	United States of America	7760610 4	3 Nov 2008	3839743	31 Aug 2010	35, 38, 41	Registered
YouGov Plc	YOUGOV AMERICA	YouGovAmerica	United States of America	7720743 6	15 Jun 2007	3781565	27 Apr 2010	35	Registered
Vietnam									
YouGov Plc (GB)	YOUGOV	YOUGOV	Vietnam	4-2018- 30368	5 Sep 2018	4- 0367881- 000	26 Oct 2020	35	Registered
WIPO									
YouGov Plc	LIVING CONSUM ER INTELLIG ENCE		WIPO	1687050	14 Jun 2022	1687050	14 Jun 2022	35	Registered

SCHEDULE 5 INSURANCE POLICIES

Policy period	Policy Name	Lead legal name of insurer and Policy No	Nature of policy	Chargors insured
31 July 2023 - 30 July 2024	Global Commercial Combined	Travelers Insurance Company Ltd UCCMK5 641475	Material Damage, Business Interruption and Money covering the risks of All Risks including Theft involving forcible and violent entry to/from premises, Subsidence, Landslip and Heave and Loss of Money Employers' Liability Public/Products Liability	YouGov Services Ltd YouGov Plc
31 July 2023 - 30 July 2024	Terrorism and/or Sabotage	Lloyds Underwriters B0509BO WTL2351 112	In respect of Property Damage and Business Interruption as a result of Terrorism and/or Sabotage to the Insured's Physical Assets as defined in the contract wording included herein.	
31 July 2023 - 30 July 2024	Cyber Liability	QBE UK Limited B0509FIN PO23500 52	Cyber Liability Insurance	
13 February 2023 - 12 February 2024	Excess Cyber	American International Group UK Limited 00340340 58	Excess Cyber Liability	

SCHEDULE 6
FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: [Account Bank/other financial institution]

Date: []

1. We give you notice that, by a Debenture dated [] (the "**Debenture**")*, we have [assigned]/[charged by way of fixed charge] to Citibank, N.A., London Branch (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to and all monies (including interest) from time to time standing to the credit of, the account[s] (each a "**Deposit**" and together the "**Deposits**") and all of our right, title and interest in, and relating to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby:

Account Name[s]: []
Sort Code[s]: []
Account No[s]: []

[repeat list as necessary]

2. We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Agent may request you to disclose to it.

[Insert the following if notifying a charge over (operating) Accounts:

3. We further instruct and authorise you to act only in accordance with the Security Agent's instructions following receipt by you of a notice of the occurrence of an Event of Default issued by the Security Agent. Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Control Account) [subject to *[insert any restrictions set out in the Facilities Agreement]]*.]
4. We notify you that:
- (a) after you have received notice from the Security Agent under paragraph 6 below, we may not withdraw any moneys from any Account without first obtaining the prior written consent of the Security Agent; and
 - (b) there is a prohibition in the Debenture on the creation of any further security interest over any Account.
5. After you have received notice from the Security Agent under paragraph 6 below, we irrevocably authorise and instruct you to:
- (a) hold all moneys from time to time standing to the credit of each Account to the order of the Security Agent; and

- (b) pay all or any part of those moneys to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect.
- 6. By counter-signing this notice the Security Agent confirms that you may accept instructions from us to make withdrawals from each Account (without prejudice to any restrictions on our right to make such withdrawals under the Facilities Agreement referred to in the Debenture) until such time as the Security Agent shall notify you (with a copy to us) in writing that its permission is withdrawn.

[Insert the following if notifying an assignment of Control Accounts:

- 7. With effect from the date of your receipt of this notice:
 - (a) any existing payment instructions affecting the above account[s] (the "**Control Accounts**") are to be terminated and all payments and communications in respect of the Control Accounts should be made to the Security Agent or to its order (with a copy to us);
 - (b) to hold the Deposit in respect of the Control Accounts to the order of the Security Agent, and not permit the whole or any part of such Deposit to be withdrawn by us;
 - (c) to pay or release all or any part of the Deposit in respect of the Control Accounts, and generally to act in relation to such Deposit, only in accordance with the written instructions of the Security Agent;
 - (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Control Accounts or the Deposit in respect of the Control Accounts which you may receive from the Security Agent; and
 - (e) not, without the prior written consent of the Security Agent, to renew or roll over the Deposit in respect of the Control Accounts for a fixed period exceeding [three][six] months.
- 8. This notice and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with English laws.
- 9. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

.....
for and on behalf of
[CHARGOR(S)]

Notes:

- * Refer to the relevant Security Accession Deed, rather than the Debenture, when using this notice in connection with Security created by a Security Accession Deed.

**Form of Acknowledgement of Notice of
Security by Account Bank**

To: Citibank, N.A., London Branch (the "**Security Agent**")

Date:

We confirm receipt from [*Enter Chargor Name*] (the "**Chargor**") of a notice dated [] (the "**Notice**") of [an assignment]/[a fixed charge] upon the terms of a Debenture dated [] (the "**Debenture**")* of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby:

[*List relevant accounts here*]

(the "[**Control**] Account[s]").

We confirm and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms.

We confirm that:

- (a) the balance standing to the [Control] Account[s] at today's date is [], no fees or periodic charges are payable in respect of the [Control] Account[s] and there are no restrictions on (a) the payment of the credit balance on the [Control] Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the [Control] Account[s] in favour of the Security Agent or any third party;
- (b) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over the [Control] Account[s] or [the][any] Deposit [other than in our capacity as Security Agent for the Secured Parties referred to in the Debenture];
- (c) we have not received notice of any other assignment of or encumbrance over, or the interest, claim or right of any third party in, [any of] the [Control] Account[s] or [the][any] Deposit and will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the [Control] Account[s].
- (d) we shall promptly give you notice of any actual potential or asserted assignment, encumbrance, interest, claim or right in relation to [any of] the [Control] Account[s] or [the][any] Deposit of which we become aware.
- (e) we have not designated the [Control] Account[s] a dormant account within the meaning of the Dormant Bank and Building Society Accounts Act 2008. We agree that we will not so designate the Account nor take any steps to transfer the balance standing to the credit of the [Control] Account[s] to the reclaim fund without the Security Agent's prior written consent.

We unconditionally and irrevocably waive all rights of merger, set-off, lien, combination or consolidation of accounts and security in respect of any [Control] Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the [Control] Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor.

We will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the [Control] Account[s] to the Security Agent.

[We confirm that we have not designated [the]/[any of the] [Control] Account[s] a dormant account within the meaning of the Dormant Bank and Building Society Accounts Act 2008. We agree that we will not so designate [the]/[any of the] [Control] Account[s] nor take any steps to transfer the balance standing to the credit of [the]/[any of the] [Control] Account[s] to the reclaim fund without the Security Agent's prior written consent.].]

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with English laws.

.....
for and on behalf of
[Account Bank/other financial institution]

cc. [Enter Chargor Name]

Notes:

- * Refer to the relevant Security Accession Deed, rather than the Debenture, when using this acknowledgement in connection with Security created by a Security Accession Deed.

SCHEDULE 7
FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT OR
INTERCOMPANY LOAN AGREEMENT

To: []

Date: []

We give you notice that, by a Debenture dated [] (the "**Debenture**")*, we have assigned [in equity] to Citibank, N.A., London Branch (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to [*details of contract*] (the "**Contract**") including all monies which may be payable in respect of the Contract.

We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

With effect from your receipt of this notice:

- (a) all payments by you to us under or arising from the Contract (the "**Payments**") shall be made to the Security Agent or to its order as it may specify in writing from time to time [*include details of the account into which sums are to be paid*];
- (b) all remedies provided for in the Contract (or otherwise available) shall be exercisable by, or at the direction of, the Security Agent;
- (c) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the Contract (including all rights to compel performance) shall be exercisable by, or at the direction of, the Security Agent; and
- (d) you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated without the prior written consent of the Security Agent.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

.....
for and on behalf of
[*Enter Chargor Name*]

Notes:

* Refer to the relevant Security Accession Deed, rather than the Debenture, when using this notice in connection with Security created by a Security Accession Deed.

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the Payments shall be made to [*Enter Chargor Name*]; and
- (b) all remedies provided for in the Contract (or otherwise available) and all rights to compel performance of the Contract shall be exercisable by [*Enter Chargor Name*],

[in each case] until you receive written notification from us to the contrary.

.....
For and on behalf of
CITIBANK, N.A., LONDON BRANCH

**Form of Acknowledgement of
Assignment of Specific Contract or Intercompany Loan Agreement**

To: Citibank, N.A., London Branch as trustee for the Secured Parties (the "**Security Agent**")

Date:

We acknowledge receipt of a notice dated [] of security created by [*Chargor Name*] (the "**Chargor**") in favour of the Security Agent over all the Chargor's rights, title and interest in and to the Contract (as specified in that notice).

We confirm that:

- (a) we will comply with the terms of that notice; and
- (b) we have not received notice of any prior security over, assignment of rights under, or the interest of any third party in, the Contract.

We further confirm that:

- 1. no amendment, waiver or release of any of such rights, title and interest shall be effective without the prior written consent of the Security Agent;
- 2. no termination of such rights, title or interest shall be effective unless we have given the Security Agent [21] days written notice of the proposed termination, specifying the action necessary to avoid such termination;
- 3. the Chargor will remain liable to perform all its obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Contract; and
- 4. no breach or default on the part of the Chargor of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

[We confirm that we have made all necessary arrangements for all future payments payable under the Contract to be made as specified in the notice.]

We have not claimed or exercised, and waive all future rights to claim or exercise, any right of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.

[Insert the following additional confirmation if the Security Agent confirms in the notice that a legal assignment is being taken but the Chargor is permitted to receive payments until an Event of Default:

We acknowledge receipt of instructions from you in connection with the assignment of the Contract and confirm that we shall act in accordance with them until we receive written notification from you to the contrary.]

.....
for and on behalf of

[]

cc. [*Enter Chargor Name*]

SCHEDULE 8
FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICY

To: [Insert name of Insurer]

Date:

We give you notice that, by a Debenture dated [] (the "**Debenture**")*, we have assigned to Citibank, N.A., London Branch (the "**Security Agent**") as trustee for the Secured Parties all our rights, title and interest in and to the proceeds of [insert details of relevant insurance policy] (the "**Policy of Insurance**").

With effect from your receipt of this notice we instruct and authorise you to:

- (a) make all payments and claims under or arising from the Policy of Insurance to the Security Agent [insert relevant account number and sort code] or to its order as it may specify in writing from time to time;
- (b) note the interest of the Security Agent on the Policy of Insurance;
- (c) give the Security Agent not less than 30 days' written notice of your [terminating/giving notice to terminate] the Policy of Insurance or allowing the Policy of Insurance to lapse; and
- (d) disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

We will remain liable to perform all our obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy of Insurance.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

.....
for and on behalf of
[Chargor]

Notes:

- * Refer to the relevant Security Accession Deed, rather than the Debenture, when using this notice in connection with Security created by a Security Accession Deed.

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the payments and claims under or arising from the Policy of Insurance shall be made to *[Enter Chargor Name]*; and
- (b) all remedies provided for in the Policy of Insurance (or otherwise available) and all rights to compel performance of the Policy of Insurance shall be exercisable by *[Enter Chargor Name]*,

[in each case] until you receive written notification from us to the contrary.

.....
For and on behalf of
CITIBANK, N.A., LONDON BRANCH

**Form of Acknowledgement of
Assignment from Insurer**

To: Citibank, N.A., London Branch as trustee for the Secured Parties (the "**Security Agent**")

Date:

We acknowledge receipt of a notice dated [] of security created by [*Chargor Name*] (the "**Chargor**") in favour of the Security Agent over the Chargor's rights, title and interest in and to the proceeds of the Policy of Insurance (as specified in that notice).

We confirm that:

- (a) we will comply with the terms of such notice; and
- (b) we have not received notice of any prior security over, assignment of rights under, or the interest of any third party in, the proceeds.

We further confirm that:

1. we have made all necessary arrangements for all future payments payable under such Policy of Insurance, to be made into the account specified in the notice; and
2. the Chargor will remain liable to perform all its obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy of Insurance.

We have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar rights now or in the future relating to the proceeds of the Policy of Insurance and we will send you copies of all notices given by us under the Policy of Insurance upon request.

We acknowledge receipt of instructions from you in connection with the assignment of the Policy of Insurance and confirm that we shall act in accordance with them until we receive written notification from you to do the contrary.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

.....
for and on behalf of
[Insert name of Insurer]

cc. [*Enter Chargor Name*]

SCHEDULE 9
FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [•]

BETWEEN:

- (1) [•], (registered in [•] with company registration number [•]) (the "**Additional Chargor**");
- (2) **YOUGOV PLC**, a company incorporated in England and Wales with registered number 03607311 (the "**Parent**"); and
- (3) **CITIBANK, N.A., LONDON BRANCH** as security trustee for each of the Secured Parties acting pursuant to and with the benefit of the protections as set out in the Intercreditor Agreement (the "**Security Agent**").

RECITALS:

- A. The Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated [•] 2023 between YouGov PLC and YouGov Services Limited as Original Chargors and the Security Agent as amended and supplemented by earlier Security Accession Deeds (if any) (the "**Debenture**").
- B. This Security Accession Deed is supplemental to the Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined in this Security Accession Deed, or the context otherwise requires, a term defined in or incorporated by reference into the Debenture has the same meaning in this Security Accession Deed, or in any notice given under or in connection with this Security Accession Deed.

1.2 Interpretation and construction

- (a) Clause 1.2 (*Terms defined in other Finance Documents*), Clause 1.3 (*Construction*), Clause 1.5 (*Third party rights*), Clauses 1.6 (*Present and future assets*) to 1.9 (*Security Agent assumes no obligation*) (inclusive) and Clause 1.11 (*Double recovery*) of the Debenture are deemed to form part of this Security Accession Deed as if expressly incorporated into it and as if all references in those clauses to the Debenture were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.

- (c) The Debenture and this Security Accession Deed shall be read together and construed as one instrument.
- (d) This Security Accession Deed is a Finance Document.

2. ACCESSION OF ADDITIONAL CHARGOR

2.1 Accession

With effect from the date of this Security Accession Deed, the Additional Chargor:

- (a) agrees to be a party to the Debenture as a Chargor; and
- (b) agrees to be bound by all the terms of the Debenture which are expressed to be binding on a Chargor as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

2.2 Consent of existing Chargors

The Parent agrees and consents, for itself and on behalf of each of the other existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

2.3 Covenant to pay

The Additional Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Security Accession Deed is:

- (a) created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Accession Deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 Consent for Fixed Security

The Additional Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. FIXED SECURITY*

4.1 Mortgage of Real Property

The Additional Chargor charges, by way of first legal mortgage, the Mortgaged Property listed in Schedule 1 (*Mortgaged Property*) of this Security Accession Deed.

4.2 Fixed charge over Real Property

The Additional Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

4.4 Fixed charge over Accounts

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights. The execution of this Deed by the Additional Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

4.5 Fixed charge over contracts

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the Additional Chargor is a party (except for the Specific Contracts) (including the Derivative Contracts, each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights.

4.6 Fixed charge over Monetary Claims

The Additional Chargor charges, by way of first fixed charge, (to the extent not validly and effectively assigned pursuant to Clause 4.15 (*Assignment of Insurance Policies*)) all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Security Accession Deed) and all Related Rights (to the extent not already charged under this Clause 4.6).

4.7 Fixed charge over Investments

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Shares

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares including, without limitation, those listed in Schedule 3 (*Shares*) of this Security Accession Deed and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.9 Fixed charge over Intellectual Property

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property [including, without limitation, those listed in Schedule 3 (*Intellectual Property*) of this Security Accession Deed] and all Related Rights.

4.10 Fixed charge over goodwill

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of the Additional Chargor and all Related Rights.

4.11 Fixed charge over uncalled capital

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of the Additional Chargor and all Related Rights.

4.12 Fixed charge over other assets

The Additional Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.13 (*Assignment of Accounts*) to 4.16 (*Assignment of Intercompany Loan Agreements*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to [each of its Control Accounts, Specific Contracts, Insurance Policies and Intercompany Loan Agreements] and all Related Rights in relation to each of those assets.

4.13 Assignment of Accounts

The Additional Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to each of its Control Accounts [including, without limitation, those listed in Schedule 4 (*Control Accounts*) of this Security Accession Deed] and all Related Rights.

4.14 Assignment of Specific Contracts

The Additional Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to each of the Specific Contracts listed in Schedule 5 (*Specific Contracts*) of this Security Accession Deed and all Related Rights.

4.15 Assignment of Insurance Policies

The Additional Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to the proceeds of each of its Insurance Policies [including, without limitation, those listed in Schedule 6 (*Insurance Policies*) of this Security Accession Deed].

4.16 Assignment of Intercompany Loan Agreements

The Additional Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest from time to time in and to each Intercompany Loan Agreement of the Additional Chargor and all Related Rights.

4.17 Assigned assets

The Security Agent shall not be permitted to revoke or withdraw any consent or permission referred to in any notice of assignment served pursuant to Clause 6 (*Provisions as to Security and Perfection*) of the Debenture unless and until an Event of Default that is continuing occurs.

5. FLOATING CHARGE

5.1 Floating charge

- (a) The Additional Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of the Additional Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Additional Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

6. POWERS OF ATTORNEY

6.1 Security power of attorney

The Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 20.1 (*Appointment and powers*) and Clause 20.2 (*Ratification*) of the Debenture.

6.2 Additional Chargors

The Additional Chargor irrevocably appoints the Parent as its attorney for the purpose of executing a Security Accession Deed relating to any other member of the Group on its behalf.

7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except as permitted under the Facilities Agreement, the Additional Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of or otherwise deal with any part of its Charged Assets.

8. IMPLIED COVENANTS FOR TITLE

The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*) or Clause 5 (*Floating charge*).

9. APPLICATION TO HM LAND REGISTRY

The Additional Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [Citibank, N.A., London Branch] referred to in the charges register or their conveyancer."

10. FURTHER ADVANCES

Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further advances to the Additional Chargor and that obligation will be deemed to be incorporated in this Security Accession Deed as if set out in this Security Accession Deed. The Additional Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of its Charged Assets.

11. EXTENSION OF POWER OF SALE

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Security Accession Deed.

12. RESTRICTIONS

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Additional Chargor on or at any time after the Security created by or pursuant to this Security

Accession Deed has become enforceable in accordance with Clause 14 (*Enforcement of Security*) of the Debenture.

13. NOTICES

The Additional Chargor confirms that its address details for notices are as follows:

Address: [•]

Fax number: [•]

Attention: [•]

14. GOVERNING LAW

This Security Accession Deed and all non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SECURITY ACCESSION DEED has been signed by the Security Agent and executed as a deed by the Additional Chargor and the Parent and is delivered by them as a deed [on the date stated at the beginning of this Security Accession Deed].

Notes:

- * These charging clauses should follow the Debenture. Consider if any are unsuitable for the Additional Chargor and if any other type of asset should be included or specifically listed.
- ** This will be the date of the Security Accession Deed.

SCHEDULE 1*
Mortgaged Property

SCHEDULE 2
Shares and Investments

SCHEDULE 3
Intellectual Property

SCHEDULE 4
Control Accounts

SCHEDULE 5
Specific Contracts

SCHEDULE 6
Insurance Policies

Notes:

- * Refer to the layout of the Schedules in the Debenture – this is particularly important for Schedule 1 which should include columns for: the address(es) of the property(ies); HM Land Registry title number(s); whether the property is freehold or leasehold (and if leasehold the parties and date).

EXECUTION PAGE TO SECURITY ACCESSION DEED

The Additional Chargor

EXECUTED AS A DEED)

by [*NAME OF ADDITIONAL CHARGOR*])

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary

[OR]

EXECUTED AS A DEED

by [*NAME OF ADDITIONAL CHARGOR*])

..... Signature of director

..... Name of director

in the presence of

..... Signature of witness

..... Name of witness

..... Address of witness

.....

The Parent

[EXECUTED AS A DEED)

by **YOUGOV PLC**)

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary

OR

EXECUTED AS A DEED)

by **YOUGOV PLC**)

..... Signature of director

..... Name of director

in the presence of

..... Signature of witness

..... Name of witness

..... Address of witness

.....]

The Security Agent

For and on behalf of

CITIBANK, N.A., LONDON BRANCH

By:

Name:

Title:

EXECUTION PAGE TO DEBENTURE

EXECUTED AS A DEED)

by **YOUGOV PLC**)

)



Alex McIntosh

Signature of director

Name of director



Sundip Chahal

Signature of director/secretary

Name of director/secretary

EXECUTED AS A DEED)

by **YOUGOV SERVICES LIMITED**)

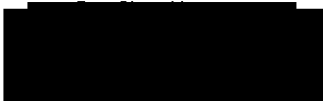
)



Alex McIntosh

Signature of director

Name of director



Sundip ~~Xhaha~~ Chahal

Signature of director/secretary

Name of director/secretary

The Security Agent

For and on behalf of

CITIBANK, N.A., LONDON BRANCH

By:



Name:

Rose Robinson
Vice President

Title: