



**Registration of a Charge**

Company Name: **YOUGOV PLC**

Company Number: **03607311**



Received for filing in Electronic Format on the: **15/01/2024**

XCURLOCB

**Details of Charge**

Date of creation: **11/01/2024**

Charge code: **0360 7311 0007**

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

Brief description:

**Contains fixed charge(s).**

**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: **CLIFFORD CHANCE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3607311

Charge code: 0360 7311 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2024 and created by YUGOV PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2024 .

Given at Companies House, Cardiff on 15th 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**

THE COMPANIES LISTED IN SCHEDULE 1 HERETO  
EACH AS PLEDGOR

AND

CITIBANK, N.A., LONDON BRANCH  
AS PLEDGEE

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OMNIBUS DEED OF PLEDGE

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**THIS DEED** is made on 11 January 2024 by:

- (1) **THE COMPANIES** listed in Schedule 1 (*List of Pledgors*) as pledgors (each a "**Pledgor**" and jointly referred to as the "**Pledgors**"); and
- (2) **CITIBANK, N.A.**, a national banking association formed under the laws of the United States of America, acting through its London branch at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom, branch number BR001018, except as expressly provided otherwise herein acting in its capacity as Security Agent acting pursuant to and with the benefit of the protections set out in the Intercreditor Agreement (the "**Pledgee**").

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

1.1.1 Unless a contrary indication appears, capitalised terms not defined in this Deed (as defined below) shall have the same meaning given to such terms in the Facilities Agreement or the Intercreditor Agreement (each as defined below).

1.1.2 In addition the following terms shall have the following meaning:

"**Acquisition Intra-Group Loan**" has the meaning as defined in the Facilities Agreement;

"**Deed**" means this omnibus deed of pledge;

"**Enforcement Event**" means any default (*verzuim*) in the proper performance of the Secured Obligations or any part thereof provided it is also an Event of Default which is continuing;

"**Event of Default**" has the meaning as defined in the Facilities Agreement;

"**Facilities Agreement**" means the term and multicurrency revolving facilities agreement originally dated the twenty-ninth day of September two thousand and twenty-three (as amended and/or restated from time to time, most recently by means of an amendment and restatement agreement dated the thirteenth day of November two thousand and twenty-three) and made between, among

others, the YouGov PLC as parent, Citibank, N.A., London Branch as security agent and the financial institutions named therein as lenders;

**"Finance Documents"** has the meaning given thereto in the Facilities Agreement;

**"Finance Parties"** has the meaning given thereto in the Facilities Agreement;

**"Intercompany Debtors"** means the companies listed in Schedule 2 (*List of Intercompany Debtors*);

**"Intercompany Receivables"** means all present and future rights and claims (*vorderingen op naam*), including under any Acquisition Intra-Group Loan, of the Pledgors or anyone thereof against the Intercompany Debtors;

**"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.

**"Obligor"** has the meaning given thereto in the Facilities Agreement;

**"Parallel Debt"** has the meaning given thereto in the Intercreditor Agreement;

**"Principal Obligations"** means all present and future obligations owed by any Obligor(s) to any of the Finance Parties arising out of or in connection with the Finance Documents, other than the obligations pursuant to the Parallel Debt;

**"Secured Obligations"** means all present and future obligations owed by the Obligors to the Pledgee pursuant to the Parallel Debt and all Principal Obligations of the Obligors that are secured obligations pursuant to Sub-clause 3.1.2, 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; and

**"Security Assets"** means the Intercompany Receivables and references to the Security Assets shall mean all or any of the constituent parts thereof, as the context may require.

## 1.2 Interpretation

Subject to any contrary indication and unless the context otherwise requires:

- (a) any reference in this Deed to a "**Clause**", "**Sub-clause**", "**paragraph**" or "**Schedule**" shall be interpreted as a reference to a clause, sub-clause, paragraph or schedule hereof;
- (b) words denoting the singular include the plural and *vice versa*; and
- (c) any reference to a right of pledge over any Security Assets purported to be pledged hereunder will extend to such Security Assets whether owned individually or jointly (*in gemeenschap*) and whether owned conditionally or unconditionally, and will (where relevant) include rights of pledge of the Pledgee originating by operation of law over any Security Assets or any share therein.

## 1.3 Continuing security

Any reference in this Deed to the Facilities Agreement or any other Finance Document or to any agreement or document (under whatever name), where applicable, shall be deemed to be a reference to:

- (a) such Finance Document or such other agreement or document as the same may have been, or at any time may be, extended, prolonged, amended, restated, supplemented, renewed or novated, as persons may accede thereto as a party or withdraw therefrom as a party in part or in whole or be released thereunder in part or in whole, and/or as facilities and/or financial services are or at any time may be granted, extended, prolonged, increased, reduced, cancelled, withdrawn, amended, restated, supplemented, renewed or novated thereunder including, without limitation,
  - (i) any increase or reduction in any amount available thereunder or any alteration of or addition to the purpose for which any such amount, or increased or reduced amount may be used;
  - (ii) any facility provided in substitution of, or in addition to, the facilities originally made available thereunder;
  - (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing; and

- (iv) any combination of the foregoing; and/or
- (b) any document designated as a Finance Document by the Facility Agent and YouGov PLC,

and, consequently, any reference, directly or indirectly, in the definition of Secured Obligations and of Principal Obligations to the Facilities Agreement or any other Finance Document or to any agreement or document (under whatever name), shall be deemed to be a reference to each such document in accordance with paragraph (a) and paragraph (b) above.

#### **1.4 Separate Agreements; Counterparts**

- 1.4.1 This Deed is entered into between the Pledgee on the one hand and each of the Pledgors on the other hand for efficiency purposes.
- 1.4.2 This Deed shall be construed so as to constitute a separate pledge agreement between each Pledgor on the one hand and the Pledgee on the other hand and if any such separate agreement between one of the Pledgors and the Pledgee becomes invalid or unenforceable, is terminated, rescinded, released, void, voidable, amended, restated, renewed, novated, supplemented or otherwise affected, the Secured Obligations in relation to any Pledgor are satisfied or any of the security rights created thereby is ineffective, the foregoing shall to the fullest extent permitted by law not affect the validity or enforceability of any of the other agreements between the Pledgee on the one hand and each other separate Pledgor on the other hand.
- 1.4.3 This Deed may be executed in any number of counterparts and by way of exchange by fax, email or otherwise of executed signature pages or scans or copies thereof, all of which taken together shall constitute one and the same deed.
- 1.4.4 Once this Deed has been executed by the Pledgee, the same will become effective between the Pledgee on the one hand and each Pledgor who executes this Deed on the other hand (and among such Pledgors which have at such time executed this Deed), irrespective whether all Pledgors have at such time executed this Deed.



**1.5 Double recovery**

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

**2. UNDERTAKING TO PLEDGE AND PARALLEL DEBT**

**2.1 Undertaking to pledge**

Each Pledgor has agreed, or, as the case may be, hereby agrees with the Pledgee that it shall grant to the Pledgee a right of pledge over its Security Assets, as security for the payment of the Secured Obligations.

**2.2 Parallel Debt**

Pursuant to the Parallel Debt the Pledgee has its own claim in respect of the payment obligations of the Obligors to the Finance Parties. In connection with the creation of the rights of pledge pursuant hereto each Pledgor and the Pledgee acknowledge that in respect of this claim the Pledgee acts in its own name and not as representative (*vertegenwoordiger*) of the Finance Parties or any of them and consequently the Pledgee is the sole pledgee under this Deed.

**3. PLEDGE OF SECURITY ASSETS**

**3.1 Pledge of Security Assets**

3.1.1 To secure the payment of the Secured Obligations each Pledgor hereby, to the extent necessary in advance (*bij voorbaat*), grants to the Pledgee a disclosed right of pledge (*openbaar pandrecht*) over its Intercompany Receivables which rights of pledge are hereby accepted by the Pledgee.

3.1.2 If and to the extent that at the time of the creation of these rights of pledge, or at any time hereafter, a Principal Obligation owed to the Pledgee cannot be validly secured through a Parallel Debt, such Principal Obligation itself shall be a Secured Obligation, but only as long as that Principal Obligation is due to the Pledgee itself and not any of its transferees or assignees.

3.1.3 In order to perfect the rights of pledge created pursuant to Sub-clause 3.1.1 and to be created pursuant to this Deed:

- (a) each Pledgor hereby notifies each other Pledgor acting in its capacity as Intercompany Debtor of the rights of pledge created hereby in respect of the Intercompany Receivables and each such other Pledgor acting in its capacity as Intercompany Debtor confirms by signing this Deed that it has been notified thereof and, to the extent necessary, consents to the Pledge over the Intercompany Receivables owed by it; and
- (b) the Pledgors (also on behalf of the Pledgee) shall, within 2 Business Days after execution of this Deed, offer this Deed for registration with the appropriate authority and provide the Pledgee with (i) a copy of the letter whereby this Deed has been offered for registration substantially in the form of Schedule 3 (*Form of Offer letter for registration with Tax Authorities*) and (ii) a copy of this Deed containing evidence of registration.

3.1.4 The Pledgee is authorised to notify any Intercompany Debtor of the rights of pledge created or to be created in respect of the Intercompany Receivables.

3.1.5 The Pledgee is entitled to register this Deed with the Dutch tax authorities, pursuant to which an undisclosed right of pledge (*stil pandrecht*) will be created over the Security Assets which have not already been validly pledged by way of a disclosed pledge. The Pledgee shall at all times be authorised to notify any Debtor of such undisclosed rights of pledge.

### **3.2 Conversion**

If pursuant to Dutch private international law a law other than the laws of The Netherlands would be applicable to the validity of the creation of the security interests purported to be created under this Deed, and the requirements for the creation of such a security interest under that other law have been materially satisfied, then, for the purposes of this Deed, the parties hereto intend to create a security interest under that law to the extent legally possible.

## **4. RECEIPT PAYMENTS AND CONVERSION**

### **4.1 Collect and receive payment of Intercompany Receivables**

Subject to Clause 4.2, the Pledgee hereby authorises each Pledgor to collect and receive payment of its Intercompany Receivables (as envisaged by article 3:246 paragraph 4 of the Dutch Civil Code).

#### **4.2 Revocation**

The Pledgee may revoke the authorisations referred to in Sub-clause 4.1 above upon the occurrence of an Event of Default which is continuing, and these authorisations shall automatically cease to exist upon the occurrence of an Enforcement Event.

### **5. REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **5.1 Representations and warranties**

5.1.1 Each Pledgor hereby represents and warrants to the Pledgee that the following is true and correct on the date of this Deed:

- (a) it is entitled to grant a right of pledge to the Pledgee over its Security Assets as envisaged hereby;
- (b) each right of pledge created hereby over its Security Assets is a first ranking right of pledge (*pandrecht eerste in rang*), its Security Assets have not been encumbered with limited rights (*beperkte rechten*) or otherwise other than as explicitly permitted under the terms of the other Finance Documents and no attachment (*beslag*) on its Security Assets has been made;
- (c) its Security Assets have not been transferred or encumbered in advance, nor has it agreed to such a transfer or encumbrance in advance; and
- (d) other than the Intercompany Debtors listed in Schedule 2 (*List of Intercompany Debtors*), it does not have any Intercompany Debtors and the notification details of each Intercompany Debtor set forth Schedule 2 (*List of Intercompany Debtors*) are complete and correct.

5.1.2 Each representation and warranty set forth in Clause 5.1 will be deemed to be repeated by each Pledgor on each date a Debtor is notified and on any date on which the Repeating Representations pursuant to the Facilities Agreement are deemed to be made. Each representation and warranty to be repeated pursuant to the preceding sentence on a date after the execution of this Deed will be deemed to be repeated with reference to all facts and circumstances then existing.

## **5.2 Covenants**

### **5.2.1 General**

Each Pledgor hereby covenants that it will:

- (a) immediately inform in writing persons such as a liquidator (*curator*) in bankruptcy (*faillissement*), an administrator (*bewindvoerder*) in a suspension of payment (*surseance van betaling*) or preliminary suspension of payment (*voorlopige surseance van betaling*), a silent liquidator (*stille curator*) or a person making an attachment (*beslaglegger*), of the existence of the security rights of the Pledgee pursuant hereto; and
- (b) to the extent that under foreign rules of private international law the creation of a security interest over its Security Assets is governed by any law other than Dutch law and to the extent requested to do so by the Pledgee, perform all such acts as the Pledgee in its sole discretion may determine necessary or useful to create, perfect, protect or enforce such security interest;

### **5.2.2 Information on Intercompany Receivables**

Each Pledgor hereby covenants that it will promptly submit an up-to-date overview listing its Intercompany Receivables:

- (a) annually or, following the occurrence of an Event of Default which is continuing, with such other frequency as the Pledgee in its sole discretion may determine necessary or useful and notify in writing to the Pledgors; and

in each case, in the form designated by the Pledgee, which may include a print-out and/or an electronic data carrier containing the relevant data.

## **6. ENFORCEMENT**

### **6.1 Default**

Any failure by a Pledgor to satisfy a Secured Obligation when due shall constitute a default (*verzuim*) in the performance of that Secured Obligation, without any reminder letter (*sommatie*) or notice of default (*ingebrekestelling*) being required.

## **6.2 Enforcement**

Upon the occurrence of an Enforcement Event and at any time thereafter, the Pledgee may enforce its rights of pledge and take recourse against the proceeds of enforcement and/or against amounts collected by the Pledgee before that date in accordance with the applicable provisions of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).

## **6.3 No right to deviating manner of enforcement**

No Pledgor shall be entitled to request the court to determine that the Security Assets pledged or any part thereof pursuant hereto shall be sold in a manner deviating from the provisions of article 3:250 of the Dutch Civil Code.

## **6.4 No notice of intention to sell**

The Pledgee shall not be obliged to give notice to any Pledgor or any other person of any intention to sell the pledged Security Assets or any part thereof (as provided in article 3:249 of the Dutch Civil Code) or, if applicable, of the fact that it has sold the same Security Assets or any part thereof (as provided in article 3:252 of the Dutch Civil Code).

## **6.5 Composition and settlement**

Upon the occurrence of an Enforcement Event, the Pledgee may regarding the Security Assets or any part thereof (i) enter into court compositions or out-of-court compositions (*gerechtelijke of buitengerechtelijke akkoorden*), (ii) cast a vote in connection with such compositions, and (iii) enter into any settlement agreement with any other person.

## **6.6 Application of proceeds**

All monies received or realised by the Pledgee in connection with the Security Assets shall be applied by the Pledgee in accordance with the terms of clause 14 (*Application of Proceeds*) of the Intercreditor Agreement, subject to the mandatory provisions of Dutch law on enforcement (*uitwinning*).

## **7. MISCELLANEOUS PROVISIONS**

### **7.1 Waivers**

- 7.1.1 To the fullest extent allowed by applicable law, each Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*) any right it may have of first requiring the Pledgee to proceed against or claim payment from any other person or enforce any guarantee or security granted by any other person before exercising its rights pursuant hereto.
- 7.1.2 Each Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*) any rights it has arising out of or in connection with any Dutch law provisions for the protection of grantors of security for the debts of third parties, including, to the extent relevant, any rights it may have pursuant to articles 3:233, 3:234, 6:139 and, to the extent relevant in view of Sub-clauses 7.1.3 up to and including 7.1.8 below, 6:154 of the Dutch Civil Code.
- 7.1.3 None of the Pledgors shall have a right of recourse (*regres*) or shall subrogate (*subrogeren*) in any rights in connection with any enforcement in respect of the security rights granted pursuant to this Deed.
- 7.1.4 To the extent the provisions of Sub-clause 7.1.3 are not effective under Dutch law, each Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*), to the extent necessary in advance (*bij voorbaat*), any and all rights of recourse (*regres*) to which it is or may become entitled and any and all rights in which it is or may be subrogated (*gesubrogeerd*), in each case as a result of any enforcement of the rights of pledge granted pursuant to this Deed, which waivers are hereby accepted or will be accepted by each other Obligor as soon as possible after the Date of this Deed.
- 7.1.5 The waivers set out in Sub-clause 7.1.4 constitute irrevocable third party stipulations for nil consideration (*derdenbeding om niet*) within the meaning of article 6:253 paragraph 4 of the Dutch Civil Code for the benefit of the Obligors.
- 7.1.6 To the extent the waivers set out in Sub-clause 7.1.4 are not enforceable in whole or in part in respect of a Pledgor, such Pledgor has agreed or will agree pursuant to the terms of the other Finance Documents with each other Obligor, that it will have a contractual right of recourse (*regres*) against each such Obligor in case of any enforcement of the security rights granted pursuant to

this Deed in each case up to the same amount such Pledgor may have against such Obligor pursuant to any statutory right of recourse in case of such enforcement of the security rights granted pursuant to this Deed and in respect of which the waivers set out in Sub-clause 7.1.4 are not enforceable in whole or in part.

7.1.7 To the extent the waivers set out in Sub-clause 7.1.4 are not enforceable in whole or in part in respect of a Pledgor, any and all statutory and contractual rights of recourse (*regres*) to which such Pledgor is or may become entitled, including but not limited to the contractual rights of recourse (*regres*) pursuant to Sub-clause 7.1.6, and any and all rights in which such Pledgor is or may be subrogated (*gesubrogeerd*), in each case as a result of any enforcement of the security rights granted pursuant to this Deed are hereby pledged to the Pledgee by way of a disclosed pledge governed by the terms of this Deed, which rights of pledge are hereby accepted by the Pledgee. Each other Pledgor in its capacity as Obligor hereby confirms to have received notice of such pledge. In addition to the preceding sentence and to the extent necessary, each Pledgor shall forthwith upon first request of the Pledgee notify each other Obligor of the rights of pledge created pursuant to this Clause by sending a notification (*mededeling*) to each such other Obligor in a form satisfactory to the Pledgee. In addition, the Pledgee shall be entitled to notify the Obligors at any time of the right of pledge created pursuant to this Clause.

7.1.8 To the extent the waivers set out in Sub-clause 7.1.4 are not enforceable in whole or in part and the rights of pledge referred to in Sub-clause 7.1.7 cannot be validly created, or a contractual right of recourse (*regres*) as referred to in Sub-clause 7.1.6 has not been agreed between any Pledgor and an Obligor, any and all rights of recourse (*regres*) to which any Pledgor is or may become entitled and any and all rights in which any Pledgor is or may be subrogated (*gesubrogeerd*), in each case as a result of any enforcement of the rights of pledge granted pursuant to this Deed are hereby subordinated (*achtergesteld*) to the Secured Obligations, both in and outside bankruptcy (*faillissement*).

## **7.2 Evidence of indebtedness**

An excerpt from the Pledgee's records shall serve as conclusive evidence (*dwingend bewijs*) of the existence and the amounts of the Secured Obligations, subject to proof to the contrary.

### **7.3 Unenforceability**

Each Pledgor and the Pledgee hereby agree that they will negotiate in good faith to replace any provision hereof that may be held unenforceable with a provision that is enforceable and which is as similar as possible in substance to the unenforceable provision.

### **7.4 Power of attorney**

Each Pledgor hereby grants, subject to the condition precedent (*opschortende voorwaarde*) of the occurrence of an Enforcement Event, an irrevocable power of attorney to the Pledgee to act in its name and on its behalf, with the power of substitution (*met het recht van substitutie*) authorising the Pledgee to execute all such documents and to perform and do all such acts and things as the Pledgee may deem necessary or useful in order to have the full benefit of the rights granted or to be granted to the Pledgee pursuant hereto, including, without limitation (i) the exercise of any ancillary rights (*nevenrechten*) as well as any other rights it has in relation to its Security Assets including, without limitation and for the avoidance of doubt, the exercise of any voting rights relating to rights and claims *vis-à-vis* any Obligor to which such Pledgor may be subrogated in connection with this Deed or any other Finance Document, and (ii) the performance of any obligations of such Pledgor hereunder, which authorisation permits the Pledgee to act or also act as such Pledgor's counterparty within the meaning of article 3:68 of the Dutch Civil Code.

### **7.5 Costs**

In respect of costs and expenses, clause 18 (*Costs and Expenses*) of the Intercreditor Agreement shall apply and the provisions thereof are incorporated herein by reference.

### **7.6 Prior encumbrances**

The Pledgee may, upon the occurrence of an Enforcement Event, redeem any prior encumbrances (including, without limitation, prior security rights) over the Security Assets or procure to be subrogated in such prior encumbrances. All principal monies, interest, costs, charges and expenses in connection therewith shall be payable by the relevant Pledgor to the Pledgee on demand and shall be a Secured Obligation for the purpose of this Deed.



## **7.7 Liability**

The Pledgee will not be liable vis-à-vis each Pledgor as a result of (i) any sale or collection of the Security Assets (or failure to sell or collect the Security Assets) by the Pledgee, (ii) any exercise of, or failure to exercise any right under this Deed, except, in each case, for any loss caused by its wilful misconduct or gross negligence.

## **7.8 No Rescission**

To the extent permitted by law, each Pledgor hereby waives (i) its rights under articles 6:228 and 6:265 to 6:272 of the Dutch Civil Code or any other ground under any applicable law inclusive to rescind (*ontbinden*) or nullify (*vernietigen*), or demand in legal proceedings the rescission (*ontbinding*) or nullification (*vernietiging*) of, this Deed and (ii) its rights under articles 6:52, 6:262 and 6:263 of the Dutch Civil Code or any other ground under any applicable law to suspend (*opschorten*) any obligation arising out of or in connection with this Deed.

## **7.9 Notices**

Any notice or other communication under or in connection with this Deed must be made in accordance with the Facilities Agreement.

# **8. TRANSFER**

## **8.1 Power to transfer**

Subject to the terms of the Finance Documents, the Pledgee is entitled to transfer all or part of its rights and/or obligations arising out of or in connection with this Deed to any transferee and each Pledgor hereby in advance gives its irrevocable consent to, and hereby in advance irrevocably co-operates with, any such transfer (within the meaning of articles 6:156 and 6:159 of the Dutch Civil Code). If the Pledgee transfers, assigns or pledges its rights under the Secured Obligations (or a part thereof), the security rights created hereunder shall follow *pro rata parte* the transferred, assigned or pledged rights (as ancillary right (*nevenrecht*)) to the relevant transferee, assignee or pledgee.

## **8.2 Transfer of information**

Subject to the terms of the Finance Documents, the Pledgee is entitled to impart any information concerning any Pledgor and/or the Security Assets to any transferee or proposed transferee.

## **9. TERMINATION**

### **9.1 Termination of pledge**

Unless terminated by operation of law, the Pledgee's rights of pledge created under or pursuant hereto shall be in full force and effect *vis-à-vis* each Pledgor until they shall have terminated, in part or in whole, as described in Clause 9.2 (*Termination by notice (opzegging) and waiver (afstand)*).

### **9.2 Termination by notice (*opzegging*) and waiver (*afstand*)**

The Pledgee will be entitled to terminate by notice (*opzegging*), in part or in whole, the rights of pledge created under or pursuant hereto in respect of all or part of the Security Assets and/or all or part of the Secured Obligations. If and insofar as the purported effect of any such termination requires a waiver (*afstand van recht*) by the Pledgee, such termination shall be interpreted accordingly and each Pledgor hereby in advance agrees to such waiver.

### **9.3 Termination of rights and obligations**

Upon the termination of the security rights by notice pursuant to Clause 9.2 (*Termination by notice (opzegging) and waiver (afstand)*) or at any other time, the contractual rights and obligations created under this Deed may be terminated in whole or in part by the Pledgee and a Pledgor by means of a private deed (*onderhandse akte*).

## **10. GOVERNING LAW AND JURISDICTION**

### **10.1 Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be interpreted in accordance with Dutch law.

### **10.2 Jurisdiction**

The courts of first instance (*rechtbank*) of Amsterdam, The Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed), without prejudice to the Pledgee's right (to the extent allowed by law) to submit any dispute to any other competent court in The Netherlands or in any other jurisdiction.

**10.3 Domicile (*woonplaats*)**

10.3.1 Pursuant to article 1:15 of the Dutch Civil Code each Pledgor hereby designates the offices of the YouGov Netherlands B.V. at Siriusdreef 17, Regus – Schiphol Airport Tetra, 2132 WT Hoofddorp, The Netherlands, The Netherlands, as its domicile (*woonplaats*) for service of process in any proceedings in connection with this Deed.

10.3.2 The designation provided for in Sub-clause 10.3.1 shall be without prejudice to any other method of service of process permitted by law.

10.3.3 For information purposes only, a copy of any document served on a Pledgor pursuant to Sub-clause 10.3.1 will be sent to such Pledgor at its address stated in Schedule 1 (*List of Pledgors*) of this Deed.

**10.4 Power of attorney**

If a party to this Deed is represented by an attorney or attorneys in connection with the execution of this Deed or any agreement or document under or pursuant hereto and the relevant power of attorney is expressed to be governed by Dutch law, such choice of law is hereby accepted by the other party, in accordance with article 14 of the Hague Convention on the Law Applicable to Agency of 14 March 1978.

**SIGNATURES**

IN WITNESS whereof this Deed has been duly executed on the date first above written.

for and on behalf of

**YOUGOV PLC**

as Pledgor and in its capacity as Obligor



Name: Alex McIntosh

Title: Director

**YOUGOV NETHERLANDS B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name:

Title:

**GOLD CP HOLDING B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name:

Title:

**SIGNATURES**

IN WITNESS whereof this Deed has been duly executed on the date first above written.

for and on behalf of

**YOUGOV PLC**

as Pledgor and in its capacity as Obligor

.....  
Name:

Title:

**YOUGOV NETHERLANDS B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor



.....  
Name:

Title: *Julien CHEVIGNON*  
*Director, CEO Western Europe*

**GOLD CP HOLDING B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name:

Title:

**SIGNATURES**

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as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name:

Title:

**GOLD CP HOLDING B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor

  
Name:

Title:

*Wilhelmina J. de Vreeze*  
*Managing director*

**CONSUMER PANEL NETHERLANDS GFK B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name: *Wilhelmus J. J. de Vreeze*  
Title: *Managing director*

**CONSUMER PANEL BELGIUM GFK B.V.**

as Intercompany Debtor

.....  
Name:  
Title:

**CONSUMER PANEL GERMANY HOLDING GFK GMBH**

as Intercompany Debtor

.....  
Name:  
Title:

**CONSUMER PANEL ITALY HOLDING GFK S.R.L**

as Intercompany Debtor

.....  
Name:  
Title:

**CONSUMER PANEL NETHERLANDS GFK B.V.**

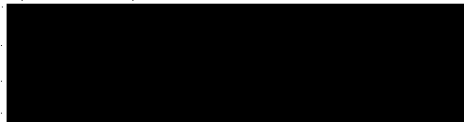
as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name:

Title:

**CONSUMER PANEL BELGIUM GFK B.V.**

as Intercompany Debtor



.....  
Name: *NOOTENHUIS FRANK*

Title: *MANAGING DIRECTOR*

**CONSUMER PANEL GERMANY HOLDING GFK GMBH**

as Intercompany Debtor

.....  
Name:

Title:

**CONSUMER PANEL ITALY HOLDING GFK S.R.L**

as Intercompany Debtor

.....  
Name:

Title:



**CONSUMER PANEL NETHERLANDS GFK B.V.**

as Pledgor and in its capacity as Intercompany Debtor and Obligor

.....  
Name:

Title:

**CONSUMER PANEL BELGIUM GFK B.V.**

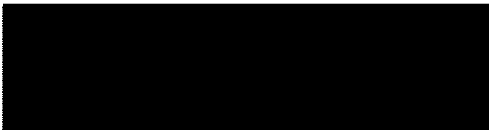
as Intercompany Debtor

.....  
Name:

Title:

**CONSUMER PANEL GERMANY HOLDING GFK GMBH**

as Intercompany Debtor

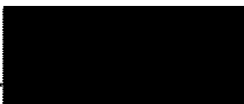


.....  
Name: *FELIPE ALONSO MUNIZ*

Title: *Managing Director*

**CONSUMER PANEL ITALY HOLDING GFK S.R.L.**

as Intercompany Debtor



.....  
Name: Tilly Heald

Title: Director

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**  
ADVOCATEN SOLICITORS NOTARIS  
BELASTINGADVISEURS

for and on behalf of  
**CITIBANK, N.A., LONDON BRANCH**  
as Pledgee

[REDACTED]

Name: **NICK HOICES**  
Title: **VP**

[REDACTED]

Name: **Stuart Sullivan**  
Title: **Vice President**

**SCHEDULE 1**  
**LIST OF PLEDGORS**

<b>Pledgor</b>	<b>Registration Number</b>
1. <b>YouGov PLC</b> , a company incorporated in England and Wales, having its registered address at 50 Featherstone Street, EC1Y 8 RT London, United Kingdom and registered with the Companies House	03607311
2. <b>YouGov Netherlands B.V.</b> , a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under Dutch law, having its seat in Hoofddorp, The Netherlands and its registered office at Siriusdreef 17, Regus - Schiphol Airport Tetra, 2132WT Hoofddorp, The Netherlands and registered with the Dutch Commercial Register ( <i>Handelsregister</i> )	81258860
3. <b>Gold CP Holding B.V.</b> , a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under Dutch law, having its seat in Utrecht, The Netherlands and its registered office at Krijgsman 22, 1186DM Amstelveen, The Netherlands and registered with the Dutch Commercial Register ( <i>Handelsregister</i> )	90635574
4. <b>Consumer Panel Netherlands GfK B.V.</b> , a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under Dutch law, having its seat in Utrecht, The Netherlands and its registered office at Krijgsman 22, 1186DM Amstelveen, The Netherlands and registered with the Dutch Commercial Register ( <i>Handelsregister</i> )	91401321

**SCHEDULE 2**  
**LIST OF INTERCOMPANY DEBTORS**

<b>Pledgor</b>	<b>Intercompany Debtor</b>	<b>Address</b>	<b>Contact person and e-mail address</b>
<b>YouGov PLC</b>	YouGov Netherlands B.V.	Siriusdreef 17, Regus - Schiphol Airport Tetra, 2132WT Hoofddorp, The Netherlands	<i>Attention:</i> Company Secretary  <i>E-mail:</i> company.secretary@yougov.com
<b>YouGov Netherlands B.V.</b>	Gold CP Holding B.V.	Krijgsman 22, 1186DM Amstelveen, The Netherlands	
	Consumer Panel Netherlands GfK B.V.		
	Consumer Panel Italy Holding GfK S.r.l	Via Tortona, 33, 20144 Milano, Italy	
	Consumer Panel Belgium GfK BV	Arnould Nobelstraat 42, bus 4, 3000 Leuven, Belgium	
	Consumer Panel Germany Holding GfK GmbH	Sophie- Germain-Str. 3- 5, 90443 Nuremberg,	

		Germany	
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**SCHEDULE 3**  
**FORM OF OFFER LETTER FOR REGISTRATION WITH TAX AUTHORITIES**

Tax Authorities / Rotterdam (*Belastingdienst/Centrale administratieve processen/kantoor Rotterdam*)

AKG team 2

Laan op Zuid 45

3072 DB Rotterdam

[PLACE][DATE]

**Re: Offering of Omnibus Deed of Pledge**

We hereby offer for registration a deed of pledge (the "**Omnibus Deed of Pledge**").

Would you please be so kind to register the Omnibus Deed of Pledge and return it to us at the following address:

**[Name Pledgor]**

**[•]**

**[•]**

**[•]**

Yours sincerely

**[•]**

**[Name Pledgor]**