



Registration of a Charge

Company Name: **YOUGOV PLC**

Company Number: **03607311**



Received for filing in Electronic Format on the: **03/12/2021**

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Details of Charge

Date of creation: **01/12/2021**

Charge code: **0360 7311 0003**

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

Brief description: **THE INTELLECTUAL PROPERTY CHARGED BY THE CHARGOR INCLUDED THE TRADEMARK KNOWN AS 'AFFLUENT PERSPECTIVE' REGISTERED WITH THE REGISTRATION NUMBER 00915292139. FOR MORE DETAILS, PLEASE REFER TO THE CHARGING 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: **WE 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 CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3607311

Charge code: 0360 7311 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2021 and created by YUGOV PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2021 .

Given at Companies House, Cardiff on 6th December 2021

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

MSXM/MSXM/052722.00485/80626032.8

Debenture

Dated 1 December 2021

YouGov PLC
YouGov Services Limited

(the Chargors)

Citibank, N.A., London Branch
(the Lender)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Debenture

Dated 1 December 2021

Between

- (1) **YouGov PLC**, a company incorporated in England and Wales with registered number 03607311 having its registered office at 50 Featherstone Street, London, EC1Y 8RT;
- (2) **YouGov Services Limited**, a company incorporated in England and Wales with registered number 06739732 having its registered office at 50 Featherstone Street, London, EC1Y 8RT,

(each a **Chargor** and together the **Chargors**); and
- (3) **Citibank, N.A., London Branch** of Citigroup Centre, 33 Canada Square, London E14 5LB
(the **Lender**).

Recitals

- A. The Lender has agreed to make a revolving credit facility available on the terms of the Facility Agreement.
- B. The Chargor has agreed to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement shall have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Account means a Controlled Account or an Other Account.

Account Bank means, in respect of each Account, the bank or other financial institution at which that Account is held.

Act means the Law of Property Act 1925.

Assigned Agreements means an agreement or arrangement under which a Chargor has or will make available a facility to another Group Company or any other agreement as designated by YouGov Plc and the Lender.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Controlled Account means each of the following bank accounts in the name of a Chargor or to which it is beneficially entitled:

- (a) any bank account of an Additional Chargor referred to as such in the Schedule to any Security Accession Deed; and

- (b) any other bank account of a Chargor opened after the date of this Debenture, and designated as a Controlled Account by the Parent and the Security Agent before, or immediately on, the opening of that bank account.

Debt means any debt or moneys due or owing to the Chargor.

Default Rate means the rate of interest specified in, and calculated in accordance with, clause 11.3 (*Default interest*) of the Facility Agreement.

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

Distribution Rights means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them.

Equipment means all the Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Facility Agreement means the £20,000,000 revolving credit facility agreement dated on or about the date of this Debenture between the Chargor as borrower and the Lender.

Insurance means each contract or policy of insurance to which the Chargor is a party or in which it has an interest.

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets (which may now or in the future subsist).

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Other Account means any account which a Chargor holds with any bank or financial institution from time to time, other than a Controlled Account.

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Lender is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Secured Liabilities means the liabilities of the Chargor to the Lender under or pursuant to the Finance Documents.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means all the Chargor's assets which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of this Debenture and ending on the date on which the Lender is satisfied that:

- (a) all of the Secured Liabilities are irrevocably discharged in full; and
- (b) it has no commitment or liability to provide financial accommodation to the Chargor under the Finance Documents.

Shares means all shares held by the Chargor in its Subsidiaries.

Trade Mark means each United Kingdom registered trade mark owned now or in the future by the Chargor (including those registered trade marks described in Part 1 of Schedule 7 (*Trade Marks*)).

Trade Mark Application means each application for the United Kingdom registration of a trade mark which has been made at the date of this Debenture, or which may be made in the future by the Chargor (including those applications described in Part 2 of Schedule 7 (*Trade Marks*)).

Trade Mark Property means:

- (a) all Trade Marks;
- (b) all Trade Mark Applications;
- (c) any goodwill of the Chargor's business to which any Trade Mark or Trade Mark Application relates; and
- (d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in the Chargor's business.

1.2 Construction

1.2.1 The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Debenture, insofar as they are relevant to it and, subject to any necessary changes, as they apply to the Facility Agreement.

1.2.2 Unless a contrary intention appears, any reference in this Debenture to:

- (a) this **Debenture** is a reference to this Debenture as amended, varied, novated, supplemented and replaced from time to time;

- (b) the **Chargor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- (c) the **Lender** or a **Receiver** (except for the references in Clause 17 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (d) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
- (e) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture 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.
- 1.3.2 The parties to this Debenture may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person that is not a party (without prejudice to the terms of the other Finance Documents).
- 1.3.3 Any person described in Clauses 12 (*Protection of purchasers*) or Clause 13 (*Protection of the Lender and Receivers*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Chargor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

The Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all its Shares, including those (if any) referred to in Schedule 2 (*Shares*); and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.3 Investments

The Chargor mortgages or (if and to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all its Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

The Chargor charges by way of fixed charge all its Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 Debts

The Chargor charges by way of fixed charge:

- (a) its Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Debts.

3.6 Controlled Accounts

3.6.1 The Chargor charges by way of fixed charge all amounts standing to the credit of each Controlled Account held with the Lender and all of its right, title and interest in and relating to each such Controlled Account.

3.6.2 Each Chargor assigns absolutely all amounts standing to the credit of each Controlled Account held with a person other than the Lender and all of its right, title and interest in and relating to each such Controlled Account.

3.7 Intellectual Property

The Chargor charges by way of fixed charge all its Intellectual Property, including:

- (a) the Trade Mark Property which belongs to it now or at any time during the Security Period; and
- (b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

3.8 Goodwill

The Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

The Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations it holds in relation to any Security Asset.

3.11 Derivative Contracts

The Chargor charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract.

3.12 Assigned Agreements

3.12.1 The Chargor assigns by way of security all its rights and interests under the Assigned Agreements to which it is party.

3.12.2 Until the Security created by this Debenture becomes enforceable, but subject to Clause 7.4 (*Assigned Agreements, Derivative Contracts and Insurances*), the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3.13 Insurances

3.13.1 The Chargor assigns by way of security all its rights and interests under the Insurances.

3.13.2 Until the Security created by this Debenture becomes enforceable, but subject to Clause 7.4 (*Assigned Agreements, Derivative Contracts and Insurances*), the Chargor may continue to deal with the counterparties to the Insurances.

3.14 Contractual rights

The Chargor charges by way of fixed charge all its rights under all documents, agreements and instruments to which it is a party or a beneficiary, other than to the extent those rights are effectively assigned or subject to a fixed charge under any other term of this Clause 3 (*Creation of Security*).

3.15 Other assets

- 3.15.1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.
- 3.15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture.

3.16 Trust

- 3.16.1 Subject to Clause 3.16.2, if or to the extent that for any reason the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, the Chargor holds it on trust for the Lender.
- 3.16.2 If the reason referred to in Clause 3.16.1 is that:
- (a) a consent or waiver must be obtained; or
 - (b) a condition must be satisfied,
- then:
- (i) subject to Clause 3.16.3, the Chargor shall apply for the consent or waiver; and
 - (ii) the Chargor shall use all reasonable endeavours to satisfy the condition,
- in each case within 14 days of the date of this Debenture or, if the Security Asset is acquired after the date of this Debenture, within 14 days of the date of acquisition.
- 3.16.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:
- (a) use all reasonable endeavours to obtain it as soon as possible; and
 - (b) keep the Lender informed of the progress of the negotiations to obtain it.
- 3.16.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to such Security Asset, the trust referred to in Clause 3.16.1 shall terminate.

4 Nature of Security created

4.1 General

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;

- (c) in favour of the Lender; and
- (d) with full title guarantee.

4.2 Security over Derivative Contracts

The Security created under this Debenture over any Derivative Contract shall apply net of any set-off or combination of amounts owed under, and in accordance with the terms of, that Derivative Contract.

5 Conversion of floating charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Lender may by notice to the Chargor at any time during the Security Period convert the floating charge created by the Chargor under this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) the Security created by this Debenture has become enforceable; or
- (b) the Lender considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 Limitation

5.2.1 Subject to Clause 5.2.2 below, Clause 5.1 (*Conversion on notice*) shall not apply solely by reason of:

- (a) the obtaining of a moratorium, or
- (b) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

5.2.2 Clause 5.2.1 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by the Chargor under this Debenture will convert automatically into fixed charges:

- (a) if the Lender receives notice of an intention to appoint an administrator of the Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security;

- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

6 Representations and warranties

6.1 General

The Lender has entered into this Debenture in reliance on the representations of the Chargor set out in this Clause 6, and the Chargor warrants to the Lender on the date of this Debenture, as set out in this Clause 6.

6.2 Land

As at the date of this Debenture, the Land (if any) referred to opposite its name in Schedule 1 (*Land charged by way of legal mortgage*) comprises all Land beneficially or legally owned by it which either:

- (a) has an individual value in excess of £1,000,000; or
- (b) in the case of leasehold property only, has a term of 7 years or more.

6.3 Shares

6.3.1 As at the date of this Debenture, it is not legal or beneficial owner of any Shares other than the Shares (if any) referred to in Schedule 2 (*Shares*).

6.3.2 All of the Shares and, to the extent applicable, all Investments are fully paid.

6.4 Trade Marks

6.4.1 It is the legal, beneficial and registered proprietor of each Trade Mark described in and set out opposite its name in Part 1 of Schedule 7 (*Trade Marks*).

6.4.2 It is not aware of any reason why any relevant Trade Mark may for any reason be invalid or incapable of being the subject of the Security created by this Debenture.

6.4.3 It is the applicant for each relevant Trade Mark Application described in Part 2 of Schedule 7 (*Trade Marks*).

6.4.4 It is not aware of any reason why its entitlement so to make any relevant Trade Mark Application should be challenged.

6.4.5 To the best of its knowledge, there is no reason why any relevant Trade Mark Application will not proceed to registration.

6.4.6 It is not aware of any conduct, action or lack of action which will or may have the effect of prejudicing the validity of any relevant Trade Mark Property or adversely affecting its value.

6.4.7 Other than as disclosed in writing to the Lender on or before the date of this Debenture:

- (a) it is not restricted in any material way in its use or exercise of any relevant Trade Mark Property; and
- (b) to the best of its knowledge, information and belief, there are no licences, agreements (whether registered user agreements or otherwise) or Security (other than in favour of the Lender) which relate to or affect any relevant Trade Mark Property or the Security created by this Debenture.

6.4.8 It is not aware of any claim from any third party relating to ownership of any relevant Trade Mark or relevant Trade Mark Application, or of any claim that any relevant Trade Mark or relevant Trade Mark Application infringes any trade mark (whether registered or unregistered) or any other Intellectual Property of any third party.

6.5 Insurances

- 6.5.1 It is the legal and beneficial owner of each Insurance to which it is a party.
- 6.5.2 All premiums and other moneys payable in respect of each Insurance have been duly and promptly paid in full.
- 6.5.3 Each Insurance to which it is a party is in full force and effect.
- 6.5.4 It has not has made any false declaration or mis-statement in support of obtaining any Insurance to which it is a party.
- 6.5.5 It has disclosed all material facts to the insurers of each Insurance to which it is a party.

6.6 Repetition

The representations and warranties set out in this Clause 6 shall survive the execution of this Debenture and are deemed to be repeated by reference to the facts and circumstances then existing on each date on which the Repeating Representations are deemed to be repeated.

7 Undertakings

The undertakings in this Clause 6.5 remain in force from the date of this Debenture until the expiry of the Security Period.

7.1 Land

- 7.1.1 The Chargor shall promptly notify the Lender in writing if it:
 - (a) intends to acquire any estate or interest in Land; or
 - (b) acquires any estate or interest in Land.
- 7.1.2 If the Chargor acquires any freehold or leasehold property after the date of this Debenture it shall:
 - (a) notify the Lender of such acquisition;
 - (b) promptly on request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form which the Lender may require;

- (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, apply to the Land Registry for registration of this Security; and
- (d) if applicable, ensure that the provisions of Clause 16.2 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.

7.1.3 If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor shall:

- (a) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
- (b) use its reasonable endeavours to obtain the landlord's consent.

7.2 Accounts

7.2.1 If the Chargor opens or otherwise acquires any Account after the date of this Debenture, it shall promptly notify the Lender.

7.2.2 After executing this Debenture (or in the case of any Account opened after the date of this Debenture, after the date on which that Account is opened), the Chargor shall:

- (a) in respect of each of its Controlled Accounts (if any), promptly give notice to the relevant Account Bank in the form set out in Part 1 of Schedule 6 (*Forms of letter to and from Account Bank*) and deliver to the Lender a certified copy of that notice;
- (b) in respect of each of its Other Accounts (if any) for which the Account Bank is not the Lender, promptly give notice to the Account Bank in the form set out in Part 2 of Schedule 6 (*Forms of letter to and from Account Bank*) and deliver to the Security Agent a certified copy of that notice; and
- (c) use reasonable endeavours to ensure that the Account Bank acknowledges each notice served on it pursuant to paragraphs (a) and (b) above in the form set out in Part 3 of Schedule 6 (*Forms of Letter to and from Account Bank*) or other form approved by the Lender.

7.2.3 Subject to the Facility Agreement, the Chargor may receive, withdraw or transfer any credit balance from a Controlled Account.

7.2.4 Subject to the Facility Agreement, each Chargor may receive, withdraw or transfer any credit balance from any Other Account unless the Lender notifies it to the contrary at any time when an Event of Default has occurred which is continuing.

7.2.5 In addition to any rights of the Lender under the Facility Agreement, at any time after an Event of Default has occurred which is continuing, the Lender may:

- (a) apply any amount standing to the credit of any Other Account or any amount it receives in respect of any such Account towards any amounts due and payable under the Finance Documents; and
- (b) may notify the Account Bank at which any Other Account is held that the Chargor's rights (or any of them) under Clause 7.2.3 cease to apply.

7.3 Shares and Investments

7.3.1 If the Chargor forms or acquires any Subsidiary after the date of this Debenture, it shall notify the Lender immediately.

7.3.2 The Chargor shall (in the case of the Shares specified in Schedule 2 (*Shares*) and its Investments as at the date of this Debenture) immediately after entering into this Debenture or (in the case of any other Shares and Investments) on such later date on which any Shares or Investments are issued to or otherwise acquired by the Chargor, deposit with the Lender, in respect of or in connection with its Shares and Investments:

- (a) all stock and share certificates and documents of or evidencing title;
- (b) signed undated transfers, completed in blank; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Lender at the expense and risk of the Chargor.

7.3.3 The Chargor shall:

- (a) promptly following receipt, forward to the Lender copies of all notices, documents and other communications received in connection with the Shares and Investments;
- (b) promptly copy to the Lender, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments; and
- (c) comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would adversely affect the interests of the Lender.

7.4 Assigned Agreements, Derivative Contracts and Insurances

7.4.1 The Chargor shall:

- (a) promptly after the execution of this Debenture, or (as the case may be) promptly after the execution of any Assigned Agreement, Derivative Contract or Insurance entered into after the date of this Debenture, give notice to the other parties to the Assigned Agreements, Derivative Contracts and Insurances:
 - (i) in the case of Assigned Agreements substantially in the form set out in Schedule 3 (*Form of notice for Assigned Agreements*); and
 - (ii) in the case of Insurances, substantially in the form set out in Schedule 4 (*Form of notice for Insurances*); and
 - (iii) in the case of Derivative Contracts, substantially in the form set out in Schedule 5 (*Form of notice for Derivative Contracts*),

and deliver to the Lender a copy of each notice; and

- (b) use reasonable endeavours to procure that each party served with a notice under paragraph (a) above countersigns and returns it to the Lender.

7.4.2 Subject to the terms of the Facility Agreement (including any obligations in it relating to the application of proceeds), until the Security created by this Debenture becomes enforceable, the Chargor may exercise all its rights in respect of the Assigned Agreements, the Derivative Contracts and the Insurances (in each case to which it is a party) including receiving and exercising all rights relating to proceeds of those Assigned Agreements, Derivative Contracts and Insurances.

7.5 Trade Marks

The Chargor shall at all times during the Security Period promptly notify the Lender if it receives notification, or otherwise becomes aware, of:

- (a) any actual, alleged, threatened or suspected infringement of any Trade Mark;
- (b) any actual, alleged, threatened or suspected infringement of any third party's trade marks or other intellectual or other rights arising from the use of any Trade Mark; or
- (c) any actual, threatened or suspected cancellation or other legal action in respect of any Trade Mark.

8 Negative covenants

The covenants in this Clause 8 remain in force from the date of this Debenture until the expiry of the Security Period.

8.1 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal other than a Permitted Disposal.

8.2 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security.

8.3 Preservation of the Security Assets

The Chargor shall not, without the prior written consent of the Lender:

- (a) enter into any onerous obligation or restriction affecting any Security Asset; or
- (b) in relation to any Land forming part of the Security Assets:
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it;
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;

- (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
- (iv) agree any rent review;
- (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990;
- (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Lender for its reasonable costs of lodging:
 - (A) a caution against first registration of the title to that Land; or
 - (B) if that Land is unregistered, a land charge);
- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title; or
- (c) in relation to any uncalled capital of the Chargor, call it up or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Lender otherwise directs; or
- (d) take any Security in connection with its liability under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities.

8.4 Derivative Contracts and Insurances

The Chargor shall not, without the prior written consent of the Lender:

- (a) make or agree to make any material amendments to;
- (b) waive any of its material rights under; or
- (c) exercise any right to terminate,

any of the Insurances or Derivative Contracts.

8.5 Trade Marks

The Chargor shall not:

- (a) permit any Trade Mark to lapse for non-payment of any renewal or other fee necessary to maintain its registration and validity or allow any thing to be done or left undone the effect of which will, or may be to, imperil or prejudice any Trade Mark, its registration, subsistence, validity, reputation or integrity;
- (b) permit any Trade Mark to fall into disuse or to be used in such a way that they are put at risk by becoming generic or by being identified as disreputable in any way where the aforementioned has or could have a material effect on its business;

- (c) without the prior written consent of the Lender, assign, licence, sub-licence, sever, dispose of or otherwise part with control of a Trade Mark or Trade Mark Application where the aforementioned has or could have a material effect on its business;
- (d) change the specification of any Trade Mark or permit any disclaimer, condition, restriction or memorandum to be entered on the Register of Trade Marks the effect of which will or may be to detrimentally affect the value of any Trade Mark where the aforementioned has or could have a material effect on its business;
- (e) fail to continue to prosecute any Trade Mark Application to registration or fail to take any steps necessary to ensure so far as possible that any Trade Mark Application is accepted for registration by the Trade Mark Registry where the aforementioned has or could have a material effect on its business; or
- (f) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of any Trade Mark Property and/or the Security over any Trade Mark Property created by Clause 3.7 (*Intellectual Property*) where the aforementioned has or could have a material effect on its business.

9 Voting and other rights

9.1 Before demand by the Lender

Until such time as the Lender makes a demand under Clause 9.2, the Chargor may exercise any of its voting and other rights and powers attached to the Shares and Investments but shall not do so in a manner which may:

- (a) have the effect of changing the terms of issue of any of the Shares or Investments (or any class of them) or any of the Distribution Rights relating to them;
- (b) impair the value of any of the Shares or Investments;
- (c) prejudice the security created by this Debenture; or
- (d) otherwise prejudice the interests of the Lender under the Finance Documents.

9.2 After demand by the Lender

If the Lender so demands at any time after the Security created under this Debenture has become enforceable, the Chargor shall:

- (a) promptly pay over to the Lender all moneys arising from the Distribution Rights relating to the Shares and Investments which it may receive; and
- (b) exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Lender may direct.

9.3 Completion of transfers

At any time after the Security created under this Debenture has become enforceable, the Lender may, without notice to the Chargor:

- (a) complete and date any of the transfers and other documents referred to in paragraphs (b) and (c) of Clause 7.3.2; and
- (b) transfer all or any of the Shares or Investments to itself.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by the Chargor under this Debenture shall become enforceable on the occurrence of an Event of Default which is continuing.

10.2 Powers on enforcement

10.2.1 At any time after the Security created by the Chargor under this Debenture has become enforceable, the Lender may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets, and exercise all the other powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 11.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of the Chargor.

10.2.2 The value of any Financial Collateral appropriated pursuant to paragraph (c) of Clause 10.2.1 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other Financial Collateral, their market price at the time of appropriation as determined by the Lender (or an agent, attorney or Receiver appointed by it) by reference to a public index or by such other process as the Lender (or an agent, attorney or Receiver appointed by it) may select, including independent valuation.

In each case, the parties 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.

10.3 Disposal of the Security Assets

In exercising the powers referred to in paragraph (a) of Clause 10.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security

Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

10.4.1 Any moneys received or recovered by the Lender or a Receiver pursuant to this Debenture after the Security created by it has become enforceable shall, to the extent permitted by law, be applied in the following order of priority:

- (a) in or towards the pro rata payment or provision for:
 - (i) all costs and expenses incurred by the Lender under or in connection with this Debenture; and
 - (ii) all sums owing to a Receiver;
- (b) in or towards the discharge of the Secured Liabilities in any order chosen by the Lender; and
- (c) then, in the payment of any surplus to the Chargor or other person entitled to it, and section 109(8) of the Act shall not apply.

10.4.2 Clause 10.4.1 will override any appropriation made by the Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

11.1.1 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986

11.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Lender under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only absolute owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

11.4 Receiver as agent

Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender, and the maximum rate specified in section 109(6) of the Act shall not apply.

12 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Lender, to any Receiver or to any other person.

13 Protection of the Lender and Receivers**13.1 Exclusion of liability**

None of the Lender, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 18 (*Currency*); or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor);
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

13.2.1 The Chargor shall indemnify the Lender, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2.2 The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

13.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

14 Preservation of Security

14.1 Reinstatement

If any payment by the Chargor or discharge given by the Lender (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargor and the Security created by the Chargor under this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

14.2 Appropriations

During the Security Period the Lender may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 10.4 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities.

14.3 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender.

14.4 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the Chargor to the Lender:

- (a) shall be credited or be treated as having been credited to the new account of the Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Lender received or was deemed to have received such notice.

15 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents .

16 Further assurance

16.1 Registration at Companies House

The Chargor consents to the registration of the Security created under this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

16.2 Application to Land Registrar

The Chargor consents to the registration against the registered titles in Schedule 1 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"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 ** [date of Debenture] in favour of

Citibank, N.A., London Branch referred to in the charges register or their conveyancer. (Form P)"; and

- (b) a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

16.3 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to:

- (a) give effect to the requirements of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

16.4 Deposit of documents

The Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title; and
- (b) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser.

16.5 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 16.

17 Power of attorney

The Chargor irrevocably and by way of security appoints each of:

- (a) the Lender;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender; and
- (c) any Receiver,

jointly and severally as its attorney, in its name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit at any time after the Security created by

this Debenture has become enforceable or following the failure by the Chargor to comply with a request from the Lender 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. The Chargor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

18 Currency

18.1 The Spot Rate

In this Clause 18, the **Spot Rate** means the spot rate of exchange of the Lender for the purchase of any currency with any other currency in the London foreign exchange market.

18.2 Conversion of moneys received

The Lender may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 18.2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

19 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Lender shall, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, or shall procure that its appointees will, at the request and cost of the Chargor:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Lender under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

20 Assignment

The Lender may assign any of its rights under this Debenture to any person to whom it assigns or transfers any of its rights or obligations under the Facility Agreement.

21 Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

22 Governing law and enforcement

22.1 Governing law

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

22.2 Jurisdiction

- 22.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).
- 22.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 22.2.3 Notwithstanding Clause 22.2.1, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

Schedule 1 – Land charged by way of legal mortgage

Part 1 – Registered Land

NONE

Part 2– Unregistered Land

NONE

Schedule 2 – Shares

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
YouGov Plc	Crunch Cloud Analytics Limited	60,000,000 A Ordinary Shares	N/A
YouGov Plc	YouGov Services Limited	2 Ordinary Shares	N/A
YouGov Plc	Portent.io Limited	391,523 Ordinary Shares	N/A
YouGov Plc	SMG Insight Limited	100 Ordinary Shares	N/A
YouGov Plc	Inconversation Media Ltd	291 Ordinary Shares	N/A
YouGov Plc	YouGov UK Limited	100 Ordinary Shares	N/A
YouGov Plc	YouGov Finance Limited	4 Ordinary Shares	N/A
YouGov Plc	Rezonence Limited	750,464 Ordinary Shares	N/A
YouGov Services Limited	YouGov Poland sp.z.o.o.	4110 Shares	N/A

Schedule 3 – Form of notice for Assigned Agreements

[On Chargor's notepaper.]

To: ** *[insert name and address of counterparty]*

Attention: **

Date: **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant Assigned Agreement]* dated **
between us and you (the **Agreement**)

- 2 We notify you that:
 - (a) under a debenture dated ** between us and Citibank, N.A., London
Branch (the **Lender**) we have assigned to the Lender all our right, title and interest in
and to, and all benefits accruing under, the Agreement as security for certain
obligations owed to the Lender;

 - (b) we may not agree to amend or terminate the Agreement without the prior written
consent of the Lender;

 - (c) until you receive written notice to the contrary from the Lender, you may continue to
deal with us in relation to the Agreement and credit all moneys to which we are
entitled under the Agreement to the following account in our name: []
[insert details of account]. After receipt of such written notice from the Lender we will
cease to have any right to deal with you in relation to the Agreement and from that
time you should deal only with the Lender; and

 - (d) you are authorised to disclose information relating to the Agreement to the Lender on
request.

- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all
moneys to which we are entitled under the Agreement are credited to the account of
the Lender specified in that notice (and are not paid to us);

 - (b) give the Lender written notice of any breach of the Agreement as soon as you
become aware of it; and

 - (c) give the Lender not less than 30 days' written notice of your [terminating/giving notice
to terminate] the Agreement.

- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm that you:
- (a) agree to the terms of this notice and to act in accordance with its provisions;
 - (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
 - (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of YouGov PLC

Copy to: Lender

[On acknowledgement copy]

To: Citibank, N.A., London Branch

Copy to: YouGov PLC

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of counterparty]

Date: **

Schedule 4 – Form of notice for Insurances

[On Chargor's notepaper.]

To: ** *[insert name and address of insurance company]*

Attention: **

Date: **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant insurance policy]* dated **
between us and you (the **Policy**)

- 2 We notify you that:
 - (a) under a debenture dated ** between us and Citibank, N.A., London
Branch (the **Lender**) we have assigned to the Lender all our right, title and interest in
and to, and all benefits accruing under, the Policy as security for certain obligations
owed to the Lender;

 - (b) we may not agree to amend or terminate the Policy without the prior written consent
of the Lender;

 - (c) until you receive written notice to the contrary from the Lender, you may continue to
deal with us in relation to the Policy and credit all moneys to which we are entitled
under the Policy to the following account in our name: ** *[insert details of
account]*. After receipt of such written notice from the Lender we will cease to have
any right to deal with you in relation to the Policy and from that time you should deal
only with the Lender; and

 - (d) you are authorised to disclose information relating to the Policy to the Lender on
request.

- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all
moneys to which we are entitled under the Policy are credited to the account of the
Lender specified in that notice (and are not paid to us);

 - (b) note on the Policy the Lender's security interest under the Debenture; and

 - (c) give the Lender not less than 30 days' written notice of your [terminating/giving notice
to terminate] the Policy or allowing the Policy to lapse.

- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to
confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions;

- (b) have not received notice that we have assigned our rights under the Policy to a third party or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of YouGov PLC

Copy to: Lender

[On acknowledgement copy]

To: Citibank, N.A., London Branch

Copy to: YouGov PLC

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of insurance company]

Date: **

Schedule 5 – Form of notice for Derivative Contracts

[On Chargor's notepaper.]

To: ** *[insert name and address of counterparty]*

Attention: **

Date: **

Dear Sirs

Notice of charge

- 1 We refer to the ** *[specify the relevant Derivative Contract]* dated **
between us and you (the **Agreement**)

- 2 We notify you that:
 - (a) under a debenture dated ** between us and Citibank, N.A., London
Branch (the **Lender**) we have granted to the Lender a fixed charge over our right to
receive all moneys payable under the Agreement as security for certain obligations
owed to the Lender;

 - (b) we may not agree to amend or terminate the Agreement without the prior written
consent of the Lender; and

 - (c) you are authorised to disclose information relating to the Agreement to the Lender on
request.

- 3 We request that you:
 - (a) ensure that all moneys payable to us under the Agreement are credited to an account
nominated by the Lender (and are not paid to us);

 - (b) give the Lender written notice of any breach of the Agreement as soon as you
become aware of it; and

 - (c) give the Lender not less than [30] days' written notice of your [terminating/giving
notice to terminate] the Agreement or any transaction entered into under the
Agreement.

- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to
confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions; and

 - (b) have not received notice that we have assigned our rights under the Agreement to a
third party or created any other interest (whether by way of security or otherwise) in
the Agreement in favour of a third party.

- 5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of YouGov PLC

Copy to: Lender

[On acknowledgement copy]

To: Citibank, N.A., London Branch

Copy to: YouGov PLC

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of counterparty]

Date: **

Schedule 6 – Forms of letter to and from Account Banks

Part 1 – Notice to Account Bank regarding the Controlled Account(s)

[On Chargor's notepaper.]

To: [] *[insert name and address of Account Bank]*

Date: []

Dear Sirs

Debenture dated [] between YouGov PLC and YouGov Services Limited as chargors and Citibank, N.A., London Branch as lender (the Debenture)

- 1 We refer to the follows accounts we hold with you, as they may from time to time be re-designated or re-numbered:
 - (a) *[insert Account Number/Sort Code for each Account held by the relevant Chargor];*
 - (b) []
 (the **Accounts**).
- 2 We are writing to give you notice of certain rights in respect of the Controlled Accounts that we have granted to Citibank, N.A., London Branch as lender (the **Lender**).
- 3 Under the Debenture we have charged [by way of fixed charge in favour of/assigned absolutely] to the Lender all amounts standing to the credit of each Account from time to time (each a **Deposit** and together the **Deposits**) and all of our right, title and interest in, and relating to, each Controlled Account.
- 4 Regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you:
 - (a) to disclose to the Lender any information relating to us, the Controlled Account and the Deposit which the Lender may from time to time request you to disclose to it;
 - (b) to hold the Deposit to the order of the Lender, and not permit the whole or any part of the Deposit to be withdrawn by us;
 - (c) to pay or release all or any part of the Deposit, and generally to act in relation to the Deposit, only in accordance with the written instructions of the Lender;
 - (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Controlled Account or the Deposit which you may receive from the Lender; and
 - (e) not, without the prior written consent of the Lender, to renew or roll over the Deposit for a fixed period exceeding [three][six] months].

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter is governed by English law.

Please confirm your agreement to the above by sending an acknowledgement to the Lender in the form attached, with a copy to ourselves.

Yours faithfully,

.....

For and on behalf of YouGov PLC

Part 2 – Notice to Account Bank regarding the Other Accounts

[On relevant Chargor's notepaper.]

To: ** [insert name and address of Account Bank]

Date: **

Dear Sirs

Debenture dated [] between (among others) [Chargor] and ** [Security Agent] (the Debenture)**

- 1 We refer to the follows accounts we hold with you, as they may from time to time be re-designated or re-numbered:
 - (a) [insert Account Number/Sort Code for each Other Account held by the relevant Chargor];
 - (b) **

(the **Accounts**).
- 2 We are writing to give you notice of certain rights in respect of the Accounts that we have granted to ** [Security Agent] in its capacities (as applicable) as agent and security trustee for certain banks and financial institutions (the **Bank**).
- 3 Under the Debenture we have charged by way of floating charge to the Bank all amounts standing to the credit of each Account from time to time (each a **Deposit** and together the **Deposits**) and all of our right, title and interest in, and relating to, each Current Account.
- 4 We notify you that:
 - (a) after you have received notice from the Bank under paragraph 6 below, we may not withdraw any moneys from any Account without first obtaining the prior written consent of the Bank;
 - (b) there is a prohibition in the Debenture on the creation of any further security interest over any Account; and
 - (c) you are authorised to disclose information relating to the Accounts to the Bank on the request of the Bank.
- 5 After you have received notice from the Bank 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 Bank; and
 - (b) pay all or any part of those moneys to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect.

- 6 By counter-signing this notice the Bank 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 Facility Agreement referred to in the Debenture) until such time as the Bank shall notify you (with a copy to us) in writing that its permission is withdrawn.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank.

This letter is governed by English law.

Please confirm your agreement to the above by sending an acknowledgement to the Bank in the form attached, with a copy to ourselves.

Yours faithfully,

.....

[*Chargor*]

.....

[*Security Agent*]

Part 3 - Form of acknowledgements from Account bank

[On Account Bank's notepaper]

[When preparing the form of acknowledgement letter to attach to a notice, delete/amend the references to "[Controlled Account][Other Accounts]" below as appropriate depending on the Account(s) to which the notice refers. Delete this note and any other square bracketed notes in italics below before the form of acknowledgement is sent to the Account Bank.]

To: Citibank, N.A., London Branch

Attention: []

Date: []

Dear Sirs

Debenture dated [] between YouGov PLC and YouGov Services Limited as chargors and Citibank, N.A., London Branch as lender (the Debenture)

We acknowledge receipt of a notice (the **Notice**) from [YouGov PLC/YouGov Services Limited] (the **Chargor**) dated [] of the security granted by the Chargor to the Lender over the Account under the Debenture.

Words defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
 - (i) any other assignment of or encumbrance over the [Controlled Account][Other Accounts] or [the][any] Deposit; or
 - (ii) any interest, claim or right in or to them by any third party,
 and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;
- (c) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over the [Controlled Account][Other Accounts] or [the][any] Deposit[other than in our capacity as Security Agent for the Secured Parties referred to in the Debenture]; and
- (d) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of the [Controlled Account][Other Accounts] except for the netting of credit and debit balances pursuant to current account netting arrangements expressly permitted under the Finance Documents (as that term applies in the Debenture) or if:

- (i) at the time of exercising that right, we are a Secured Party (as that term applies in the Debenture);
- (ii) we exercise that right in respect of an obligation which purports to be secured under the Debenture; and
- (iii) we exercise that right pursuant to, or in accordance with, the terms of the Finance Documents (as that term applies in the Debenture).

We are aware that you are relying on this letter in connection with your rights under the Debenture.

This letter is governed by English law.

Yours faithfully,

.....
for and on behalf of [] [*Account Bank*]

copy: [YouGov PLC/YouGov Services Limited]

Schedule 7 – Trade Marks

Part 1 – Trade Marks

Proprietor	Trade Mark	Class(es)	Registration number
YouGov plc	AFFLUENT	35, 42	00915292139
YouGov plc	PERSPECTIVE		
YouGov plc	WHAT THE WORLD THINKS	35, 38	00907353741
YouGov plc	YouGov	35, 38, 42, 45	00905130539
YouGov plc	YouGov	35, 36, 38, 42	2231737
YouGov plc	YouGov BrandIndex	35, 38	00907354301
YouGov plc	YouGov BrandIndex	09, 35, 41	00914391569
YouGov plc	BestBrand		
YouGov plc	YouGov Collaborate	35	00918279169
YouGov plc	YouGov Collaborate	35	3516793
YouGov plc	YOUGOV CRUNCH	09, 35, 42	00917887613
YouGov plc	YouGov Cube	09, 35, 38	00914391361
YouGov plc	YOUGOV DIRECT	09, 35, 36, 38, 42	00917887609
YouGov plc	YouGov Omnibus	35, 38	00907354509
YouGov plc	YouGov PeopleIndex	35, 38, 45	2447804
YouGov plc	YouGov Profiler	35, 38, 41	00914391551
YouGov plc	YouGov Profiles	35, 38, 41	00914391445
YouGov plc	YOUGOV RATINGS	35, 38, 41, 42	00917887608
YouGov plc	YouGov Screen	35	00918279285
YouGov plc	YouGov Screen	35	3516708
YouGov plc	YOUGOV SIGNAL	35	00918142095
YouGov plc	YOUGOV SIGNAL	35	3438737
YouGov plc	YouGov What The World Thinks	35, 38	00907354079
YouGov plc	YouGov.com	35, 36, 38, 42	2231735

YouGov plc	YouGovHellas	35, 38, 42, 45	00906409528
YouGov plc	YouGovStone	35, 38, 45	00905971635

Part 2 – Trade Mark Applications

Proprietor	Mark	Class(es)	Application number	Filing date
YouGov Plc	CRUNCH.IO	09, 35, 42	3633973	28 April 2021
YouGov Plc	YouGov Chat	35	3633783	28 April 2021
YouGov Plc	YouGov Platform	35	3633728	28 April 2021
YouGov Plc	YouGov RealTime	35	3633818	28 April 2021
YouGov Plc	YouGov Safe	35	3633780	28 April 2021


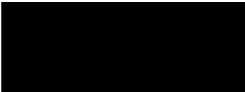
Signatories to Debenture

The Chargors

Executed as a deed by
YouGov PLC
acting by two Directors

)
)
)
Director



Director

Executed as a deed by
YouGov Services Limited
acting by two Directors

)
)
)
Director

Director

The Lender

Signed for and on behalf of
Citibank, N.A., London Branch

)
)

