

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS DOCUMENT CONTAINS A PROPOSAL WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE ADMISSION TO TRADING OF M&C SAATCHI SHARES ON AIM.**

**PART 2 OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006.**

If you are in any doubt about the Acquisition, the contents of this document or what action you should take, you are recommended to seek your own personal advice from your stockbroker, bank manager, solicitor, accountant or other independent professional adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are in the United Kingdom, or from another appropriately authorised financial adviser if you are taking advice in a territory outside the United Kingdom.

If you sell, have sold or otherwise transferred all of your M&C Saatchi Shares, please send this document and any reply-paid envelope (if so supplied) (but not the personalised Forms of Proxy) at once to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, neither this document nor any accompanying document should be forwarded or transmitted in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws of that jurisdiction. If you have sold or transferred part only of your M&C Saatchi Shares, you should retain this document and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. The accompanying Forms of Proxy are personalised. If you have recently purchased or been transferred M&C Saatchi Shares, you should contact Computershare by telephoning the helpline, details of which are set out on page 11 of this document, to obtain replacements of these documents.

**The release, publication or distribution of this document and the accompanying documents in whole or in part, directly or indirectly in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves of, and observe, any such restrictions. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, M&C Saatchi and Next 15 disclaim any responsibility or liability for the violation of such restrictions by such persons.**

Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Acquisition or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful and any such offer (or solicitation) may not be extended in any such jurisdiction. This document is not a prospectus or prospectus equivalent document.

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**PROPOSED CASH AND SHARES ACQUISITION**  
**OF**  
**M&C Saatchi plc**  
*(incorporated in England and Wales with company number 05114893)*  
**BY**  
**NEXT FIFTEEN COMMUNICATIONS GROUP PLC**  
*(incorporated in England and Wales with company number 01579589)*  
**to be effected by means of a Scheme of Arrangement**  
**under Part 26 of the Companies Act 2006**

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M&C Saatchi Shareholders should read carefully the whole of this document, any information incorporated into this document by reference from another source and the accompanying Forms of Proxy as a whole.

Your attention is drawn to the letter from the Chairman of M&C Saatchi in Part 1 of this document, which explains that, as at the date of this document, the M&C Saatchi Directors are recommending that you do not vote in favour of the Scheme at the M&C Saatchi Court Meeting and the Special Resolution at the M&C Saatchi General Meeting. A letter from Numis and Liberum explaining the Acquisition and the Scheme in greater detail appears in Part 2 of this document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the M&C Saatchi Meetings, both of which are convened to be held on 19 August 2022, are set out in Part 11 (*Notice of M&C Saatchi Court Meeting*) and Part 12 (*Notice of General Meeting*) of this

document. The M&C Saatchi Court Meeting will start at 10.00 a.m. and the M&C Saatchi General Meeting will start at 10.30 a.m. (or as soon thereafter as the M&C Saatchi Court Meeting has concluded or been adjourned).

The M&C Saatchi Court Meeting will be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF. The M&C Saatchi General Meeting will be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF.

**The action to be taken by Scheme Shareholders and M&C Saatchi Shareholders in respect of the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting, respectively, is set out on pages 8 to 10 of this document. Please read this information carefully. It is important that, for the M&C Saatchi Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholder opinion. Therefore, whether or not you intend to attend the M&C Saatchi Court Meeting and/or the M&C Saatchi General Meeting, you are strongly encouraged to complete, sign and return your Forms of Proxy or transmit a proxy instruction (either electronically or through CREST) as soon as possible.**

**Completing and returning the Forms of Proxy, completing and transmitting a CREST Proxy Instruction or appointing a proxy electronically will not prevent you from attending and voting in person at either M&C Saatchi Meeting, or any adjournment of either M&C Saatchi Meeting, if you so wish and are so entitled.**

If you have any questions relating to this document (or any information incorporated into this document by reference from another source), the M&C Saatchi Meetings or the completion and return of the Forms of Proxy, please telephone the helpline, details of which are set out on page 11 of this document.

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\* Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 8.30 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Please note that Computershare cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

## IMPORTANT NOTICES

Numis Securities Limited (“**Numis**”), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for M&C Saatchi as joint financial adviser and joint broker and for Next 15 as nominated adviser and joint broker and no one else in connection with the Acquisition and will not be responsible to anyone other than M&C Saatchi or Next 15 for providing the protections afforded to clients of Numis nor for providing advice in relation to the Acquisition or any other matters referred to in this document. Neither Numis nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Numis in connection with this document, any statement contained herein or otherwise.

Liberum Capital Limited (“**Liberum**”), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for M&C Saatchi as nominated adviser and joint financial adviser and joint broker and no one else in connection with the Acquisition and will not be responsible to anyone other than M&C Saatchi for providing the protections afforded to clients of Liberum nor for providing advice in relation to the Acquisition or any other matters referred to in this document. Neither Liberum nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Liberum in connection with this document, any statement contained herein or otherwise.

Smith Square Partners LLP (“**Smith Square Partners**”), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Next 15 as financial adviser and no one else in connection with the Acquisition and other matters set out in this document and will not be responsible to anyone other than Next 15 for providing the protections afforded to clients of Smith Square Partners, or for providing advice in connection with the Acquisition or any matter referred to herein. Neither Smith Square Partners nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Smith Square Partners in connection with this document, any statement contained herein or otherwise.

Joh. Berenberg, Gossler & Co. KG, London Branch (“**Berenberg**”), which is authorised and regulated by the German Federal Financial Supervisory Authority (BaFin) and is deemed authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Next 15 as joint broker and no one else in connection with the Acquisition and other matters set out in this document and will not be responsible to anyone other than Next 15 for providing the protections afforded to clients of Berenberg, or for providing advice in connection with the Acquisition or any matter referred to herein. Neither Berenberg nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Berenberg in connection with this document, any statement contained herein or otherwise.

This document does not constitute a prospectus or prospectus equivalent document.

### **Overseas Shareholders**

This document has been prepared for the purpose of complying with English law, the Takeover Code, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the AIM Rules and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside of England.

The release, publication or distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their M&C Saatchi Shares with respect to the Scheme at the M&C Saatchi Court Meeting, or to execute and deliver forms of proxy appointing another to vote at the M&C Saatchi Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Next 15 or required by the Takeover Code, and permitted by applicable law and regulation, the availability of New Next 15 Shares to be issued pursuant to the Acquisition to M&C

Saatchi Shareholders will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any other jurisdiction where to do so would constitute a violation of the laws of that jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send such documents in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Offer may not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

The availability of New Next 15 Shares pursuant to the Acquisition to M&C Saatchi Shareholders who are not resident in the United Kingdom or the ability of those persons to hold such shares may be affected by the laws or regulatory requirements of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements. M&C Saatchi Shareholders who are in doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

The Acquisition is subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the AIM Rules and the FCA.

Further details in relation to Overseas Shareholders are contained in paragraph 18 of Part 2 (*Explanatory Statement*) of this document.

#### **Additional Information for US M&C Saatchi Shareholders**

The Acquisition relates to the shares of a company incorporated in England and Wales and is proposed to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006 which is governed by the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules. If, in the future, Next 15 exercises the right to implement the Acquisition by way of a Takeover Offer and determines to extend the Takeover Offer into the United States, the Acquisition will be made in compliance with applicable United States laws and regulations.

Financial information included in this document and other documentation related to the Acquisition has been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

It may be difficult for US M&C Saatchi Shareholders to enforce their rights and any claim arising out of the US federal laws, since M&C Saatchi and Next 15 are located in a nonUS jurisdiction, and some or all of their officers and directors may be residents of a nonUS jurisdiction. US M&C Saatchi Shareholders may not be able to sue a nonUS company or its officers or directors in a nonUS court for violations of the US securities laws. Further, it may be difficult to compel a nonUS company and its affiliates to subject themselves to a US court's judgement.

The New Next 15 Shares to be issued pursuant to the Scheme have not been and will not be registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the US Securities Act and such other laws. The Acquisition is being carried out under a scheme of arrangement under Part 26 of the Companies Act 2006, therefore any New Next 15 Shares to be issued pursuant to the Scheme to M&C Saatchi Shareholders are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act, provided by Section 3(a)(10) thereof. M&C Saatchi will advise the Court that its sanctioning of the Scheme will be relied on by Next 15 for purposes of qualifying for the exemption from the registration requirements of the

US Securities Act provided by Section 3(a)(10) thereof with respect to the New Next 15 Shares to be issued pursuant to the Scheme. The New Next 15 Shares issued pursuant to the Scheme will not be registered under any US state securities laws and may only be issued to persons resident in a state pursuant to an exemption from the registration requirements of the securities laws of such state.

None of the securities referred to in this document have been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon or determined the adequacy or accuracy of the information contained in this document. Any representation to the contrary is a criminal offence in the United States.

The receipt of cash and New Next 15 Shares by a US M&C Saatchi Shareholder as consideration for the transfer of its M&C Saatchi Shares pursuant to the Acquisition is expected to be a taxable transaction for US federal income tax purposes. Each US M&C Saatchi Shareholder is urged to consult their own tax adviser regarding the consequences of the Acquisition applicable to such shareholder arising under applicable US federal, state and local, and non-US tax laws.

### **Forward looking statements**

This document (including information incorporated by reference into this document), oral statements regarding the Acquisition and other information published by Next 15 and M&C Saatchi contain certain forward looking statements with respect to the financial condition, strategies, objectives, results of operations and businesses of Next 15 and M&C Saatchi and their respective groups and certain plans and objectives with respect to the Enlarged Group. These forward looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Next 15 and M&C Saatchi about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward looking statements. The forward looking statements contained in this document include statements relating to the expected effects of the Acquisition on Next 15 and M&C Saatchi, the expected timing and scope of the Acquisition and other statements other than historical facts. Forward looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "hope", "aims", "continue", "will", "may", "should", "would", "could", or other words of similar meaning. These statements are based on assumptions and assessments made by Next 15, and/or M&C Saatchi in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward looking statements involve risk and uncertainty, because they relate to events and depend on circumstances that will occur in the future and the factors described in the context of such forward looking statements in this document could cause actual results and developments to differ materially from those expressed in or implied by such forward looking statements. Although it is believed that the expectations reflected in such forward looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and readers are therefore cautioned not to place undue reliance on these forward looking statements.

There are several factors which could cause actual results to differ materially from those expressed or implied in forward looking statements. Among the factors that could cause actual results to differ materially from those described in the forward looking statements are changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business acquisitions or dispositions. For a discussion of important factors which could cause actual results to differ from forward looking statements in relation to the Next 15 Group or the M&C Saatchi Group, refer to the annual report and accounts of the Next 15 Group for the financial year ended 31 January 2022 and of the M&C Saatchi Group for the financial year ended 31 December 2021, respectively.

Each forward looking statement speaks only as at the date of this document. Neither Next 15 nor M&C Saatchi, nor their respective groups, assume any obligation to update or correct the information contained in this document (whether as a result of new information, future events or otherwise), except as required by applicable law.

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

## **Profit forecasts, estimates or quantified financial benefits statements**

The M&C Saatchi Profit Forecast is a profit forecast for the purposes of Rule 28 of the Takeover Code. The M&C Saatchi Profit Forecast, the assumptions and basis of preparation on which the M&C Saatchi Profit Forecast is based and the M&C Saatchi Directors' confirmation, as required by Rule 28.1 of the Takeover Code, are set out in Part 8 (*M&C Saatchi Profit Forecast*) of this document.

Other than in respect of the M&C Saatchi Profit Forecast, no statement in this document is intended as a profit forecast, estimate or quantified financial benefits statement for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for M&C Saatchi for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for M&C Saatchi.

For the purposes of Rule 28 of the Takeover Code the M&C Saatchi Profit Forecast contained in Part 8 (*M&C Saatchi Profit Forecast*) of this document is the responsibility of M&C Saatchi and the M&C Saatchi Directors.

## **Rounding**

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

## **Disclosure requirements of the Takeover Code**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) of the Takeover Code applies must be made by no later than 3.30 p.m. on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8 of the Takeover Code. A Dealing Disclosure by a person to whom Rule 8.3(b) of the Takeover Code applies must be made by no later than 3.30 p.m. on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Takeover Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with either of them (see Rules 8.1, 8.2 and 8.4 of the Takeover Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

## **Information relating to M&C Saatchi Shareholders**

Please be aware that addresses, electronic addresses and certain information provided by M&C Saatchi Shareholders, persons with information rights and other relevant persons for the receipt of communications from M&C Saatchi may be provided to Next 15 during the offer period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

## **Publication on Website and Availability of Hard Copies**

A copy of this document (together with all information incorporated into this document by reference to another source) and the documents required to be published by Rule 26 of the Takeover Code are being made available subject to certain restrictions relating to persons resident in Restricted Jurisdictions on M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) and on Next 15's website at [www.next15.com](http://www.next15.com). For the avoidance of doubt, the contents of the websites referred to in this document are not incorporated into and do not form part of this document.

Pursuant to Rule 30.3 of the Takeover Code, a person so entitled may request a copy of this document and any information incorporated into it by reference to another source in hard copy form. A person may also request that all future documents, announcements and information to be sent to that person in relation to the Acquisition should be in hard copy form.

M&C Saatchi Shareholders may request a hard copy of this document (and any information incorporated by reference in this document) by contacting Computershare between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except public holidays in England and Wales) on 0370 889 4044 (or if calling from outside the UK +44 (0)370 889 4044) or by submitting a request in writing to the Registrar at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom or by email to [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk). M&C Saatchi Shareholders may also request that all future documents, announcements and information in relation to the Acquisition should be sent to them in hard copy form. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the UK will be charged at the applicable international rate. If you have received this document in electronic form, copies of this document and any document or information incorporated by reference into this document will not be provided unless such a request is made.

## **Scheme Process**

In accordance with Section 5 of Appendix 7 of the Takeover Code, M&C Saatchi will announce through a Regulatory Information Service key events in the Scheme process including the outcomes of the M&C Saatchi Meetings and the Scheme Court Hearing.

Unless otherwise consented to by the Panel and (if required) the Court, any modification or revision to the Scheme should normally be made no later than the date which is 14 days prior to the M&C Saatchi Meetings (or any later date to which such M&C Saatchi Meetings are adjourned).

## **Definitions**

Definitions used in this document are as defined in Part 10 (*Definitions*) of this document unless defined elsewhere herein or the context requires otherwise.

## **Time**

All times shown in this document are London times, unless otherwise stated.

## **Date**

This document is published on and dated 17 June 2022.

## ACTION TO BE TAKEN BY M&C SAATCHI SHAREHOLDERS

### Voting at the M&C Saatchi Meetings

The Scheme will require the approval of the Scheme Shareholders at the M&C Saatchi Court Meeting to be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF at 10.00 a.m. on 19 August 2022.

The Scheme will also require the approval of M&C Saatchi Shareholders of the Special Resolution at the M&C Saatchi General Meeting to be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF at 10.30 a.m. on 19 August 2022 (or as soon thereafter as the M&C Saatchi Court Meeting has concluded or been adjourned).

Notices of the M&C Saatchi Meetings are set out in Part 11 (*Notice of M&C Saatchi Court Meeting*) and Part 12 (*Notice of General Meeting*) of this document.

**For the reasons set out in this document, the M&C Saatchi Directors, who have been so advised by Numis and Liberum as to the financial terms of the Next 15 Offer, no longer consider the terms of the Next 15 Offer to be fair and reasonable solely on the basis of the deterioration in value of Next 15 Shares since the Announcement Date. In providing their financial advice to the M&C Saatchi Directors, Numis and Liberum have taken into account the commercial assessments of the M&C Saatchi Directors. Liberum is providing independent financial advice to the M&C Saatchi Directors for the purpose of Rule 3 of the Takeover Code.**

Accordingly, the M&C Saatchi Directors unanimously recommend that M&C Saatchi Shareholders do not vote in favour of the Scheme at the M&C Saatchi Court Meeting nor in favour of the Special Resolution to be proposed at the M&C Saatchi General Meeting (or in the event that the Next 15 Offer is implemented by way of a Takeover Offer, nor to accept or procure acceptance of such Offer).

The M&C Saatchi Directors are aware that M&C Saatchi Shareholders have a range of views on the two offers and on the standalone prospects of M&C Saatchi and consider that each M&C Saatchi Shareholder needs to determine their own position based upon their own perspectives informed by the following guidance from the M&C Saatchi Directors. Based solely on financial terms, the M&C Saatchi Directors consider each of the ADV Offer and Next 15 Offer to be inferior to M&C Saatchi's standalone prospects. However, if those standalone prospects were incapable of being delivered as envisaged, then the M&C Saatchi Directors consider the Next 15 Offer to be superior to the ADV Offer and Next 15 to be the preferred future owner of the M&C Saatchi business for the reasons set out below, including the strategic, commercial, employee and cultural advantages which the M&C Saatchi Directors consider Next 15 to offer the M&C Saatchi business.

The M&C Saatchi Directors who hold M&C Saatchi Shares continue to be bound by their irrevocable undertakings with Next 15 entered into prior to the Announcement Date under which they have irrevocably undertaken to vote in favour of the Scheme at the M&C Saatchi Court Meeting and in favour of the Special Resolution to be proposed at the M&C Saatchi General Meeting (or in the event that the Next 15 Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of such Offer) in respect of their own beneficial holdings of 752,627 M&C Saatchi Shares in aggregate and representing approximately 0.6 per cent. of M&C Saatchi's issued share capital on the Latest Practicable Date. Further details of these irrevocable undertakings are set out in paragraph 8 of Part 5 (*Additional Information*) of this document.

### Please check you have received with this document:

- a PINK Form of Proxy for use at the M&C Saatchi Court Meeting;
- a YELLOW Form of Proxy for use at the M&C Saatchi General Meeting; and
- a reply-paid envelope for use in the United Kingdom in connection with the Form of Proxy.

If you have not received these documents, please contact Computershare on the helpline, details of which are set out on page 11 of this document.

Whether or not you intend to attend the M&C Saatchi Court Meeting and/or the M&C Saatchi General Meeting, please complete the enclosed Forms of Proxy in accordance with the instructions printed on them and return them to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom as soon as possible and, in any event, so as to be received by no later than:

- **10.00 a.m. on 17 August 2022 in the case of the PINK Form of Proxy for the M&C Saatchi Court Meeting; and**
- **10.30 a.m. on 17 August 2022 in the case of the YELLOW Form of Proxy for the M&C Saatchi General Meeting,**

(or in the case of any adjournment, not later than 48 hours before the time fixed for the adjourned M&C Saatchi Meeting. Non-working days shall not be taken into account for the purposes of calculating the deadline for returning Forms of Proxy for any adjourned M&C Saatchi Meeting.) A reply-paid envelope is provided for use in the United Kingdom only. Forms of Proxy returned by fax will not be accepted.

If the PINK Form of Proxy for use at the M&C Saatchi Court Meeting is not received by Computershare by the above time, it may be emailed to [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) at any time prior to the commencement of the M&C Saatchi Court Meeting or presented in person to the Chairman of the M&C Saatchi Court Meeting or the relevant representative of Computershare at the M&C Saatchi Court Meeting at any time prior to the commencement of the M&C Saatchi Court Meeting. However, if the YELLOW Form of Proxy for the M&C Saatchi General Meeting is not received by Computershare by 10.30 a.m. on 17 August 2022, it will be invalid.

#### **Electronic appointment of proxies through CREST**

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the M&C Saatchi Court Meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer’s agent (ID 3RA50) by no later than 10.00 a.m. on 17 August 2022 in the case of the M&C Saatchi Court Meeting and 10.30 a.m. on 17 August 2022 in the case of the M&C Saatchi General Meeting (or, in the case of an adjourned M&C Saatchi Meeting, not less than 48 hours prior to the time and date set for the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day)). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer’s agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that CREST does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

M&C Saatchi may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

#### **Online appointment of proxies**

You can submit your proxy vote electronically by logging on to the website of <http://www.investorcentre.co.uk>. If you have not yet registered, select “**Register an Account**” then enter your surname, Investor Code, Postcode and an email address. Create a password and click “Register” to proceed. You will be able to vote immediately by selecting “Proxy Voting” from the menu. Full details of the procedure to be followed to appoint a proxy electronically are given on the website. Further information

is also included in the instructions included on the Forms of Proxy. Proxies submitted via the website referred to above must be received no later than 10.00 a.m. on 17 August 2022 in the case of the M&C Saatchi Court Meeting and 10.30 a.m. on 17 August 2022 in the case of the M&C Saatchi General Meeting (or, in the case of an adjourned M&C Saatchi Meeting, not less than 48 hours prior to the time and date set for the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day)).

Completing and returning the Forms of Proxy, completing and transmitting a CREST Proxy Instruction or appointing a proxy electronically will not prevent you from attending and voting in person at either M&C Saatchi Meeting, or any adjournment of either M&C Saatchi Meeting, if you so wish and are so entitled.

**IT IS IMPORTANT THAT, FOR THE M&C SAATCHI COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. THEREFORE, WHETHER OR NOT YOU INTEND TO ATTEND THE M&C SAATCHI COURT MEETING AND/OR THE M&C SAATCHI GENERAL MEETING, YOU ARE STRONGLY ENCOURAGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR TRANSMIT A PROXY INSTRUCTION (EITHER ELECTRONICALLY OR THROUGH CREST) AS SOON AS POSSIBLE AND, IN ANY EVENT, BY NO LATER THAN 10.00 A.M. ON 17 AUGUST 2022 IN THE CASE OF THE M&C SAATCHI COURT MEETING AND BY 10.30 A.M. ON 17 AUGUST 2022 IN THE CASE OF THE M&C SAATCHI GENERAL MEETING (OR IN THE CASE OF ANY ADJOURNMENT, NOT LATER THAN 48 HOURS BEFORE THE TIME FIXED FOR THE HOLDING OF THE ADJOURNED M&C SAATCHI MEETING). NON-WORKING DAYS SHALL NOT BE TAKEN INTO ACCOUNT FOR THE PURPOSES OF CALCULATING THE DEADLINE FOR RETURNING FORMS OF PROXY FOR ANY ADJOURNED M&C SAATCHI MEETING.**

## **HELPLINE**

If you have any questions relating to this document (or any information incorporated into this document by reference from another source), the M&C Saatchi Meetings or the completion and return of the Forms of Proxy, please telephone Computershare on +44 (0)370 889 4044. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside of the United Kingdom will be charged at the applicable international rate. Lines will be open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Computershare cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable sets out the expected dates for implementation of the Scheme. All times shown in this document are London times, unless otherwise stated.

<i>Event</i>	<i>Time and/or date</i>
Latest time for lodging Forms of Proxy (or submitting proxy instructions) for the:	
<b>M&amp;C Saatchi Court Meeting (PINK Form of Proxy)</b>	10.00 a.m. on 17 August 2022 <sup>1</sup>
<b>M&amp;C Saatchi General Meeting (YELLOW Form of Proxy)</b>	10.30 a.m. on 17 August 2022 <sup>2</sup>
Voting Record Time for the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting	6.00 p.m. on 17 August 2022 <sup>3</sup>
Next 15 General Meeting	10.00 a.m. on 19 August 2022
<b>M&amp;C Saatchi Court Meeting</b>	10.00 a.m. on 19 August 2022
<b>M&amp;C Saatchi General Meeting</b>	10.30 a.m. on 19 August 2022 <sup>4</sup>
The following are indicative only and are subject to change <sup>5</sup>	
Scheme Court Hearing to sanction the Scheme	a date expected to be in the early part of the fourth quarter of 2022, subject to regulatory clearances, and, in any event, prior to 11.59 p.m. on the Long Stop Date (“D”) <sup>6</sup>
Last day of dealings in, for registration of transfers of, and disablement in CREST of, M&C Saatchi Shares	D+1
Scheme Record Time	6.00 p.m. on D+1
Suspension of listing of, and dealings in, M&C Saatchi Shares on AIM	7.30 a.m. on D+2 (“ED”) <sup>7</sup>
<b>Effective Date</b> <sup>7</sup>	ED
Cancellation of admission to trading of M&C Saatchi Shares on AIM	8.00 a.m. on ED + 1 Business Day
Admission and commencement of dealings in New Next 15 Shares on AIM	8.00 a.m. on ED + 1 Business Day
New Next 15 Shares issued in respect of Scheme Shares	8.00 a.m. on ED + 1 Business Day
CREST accounts of M&C Saatchi Shareholders credited with New Next 15 Shares (in respect of Scheme Shares held in uncertificated form)	ED + 14
CREST accounts of M&C Saatchi Shareholders credited with any Cash Consideration due (in respect of Scheme Shares held in uncertificated form)	ED + 14
Latest date for despatch of cheques in respect of the Cash Consideration due to Scheme Shareholders (in respect of Scheme Shares held in certificated form) and share certificates in respect of New Next 15 Shares	ED + 14
Long Stop Date	11.59 p.m. on 20 February 2023 <sup>8</sup>

If any of the expected times and/or dates above change, the revised times and/or dates will be notified to M&C Saatchi Shareholders by announcement through a Regulatory Information Service, with such announcement being made available on M&C Saatchi’s website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com).

Notes:

1. The PINK Form of Proxy for the M&C Saatchi Court Meeting should be received by Computershare before 10.00 a.m. on 17 August 2022, or, if the M&C Saatchi Court Meeting is adjourned, not later than 48 hours before the time fixed for the holding of the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day). PINK Forms of Proxy not so received may be emailed to [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) at any time prior to the commencement of the M&C Saatchi Court Meeting or presented in person to the Chairman of the M&C Saatchi Court Meeting or the relevant representative of Computershare at the M&C Saatchi Court Meeting at any time prior to the commencement of the M&C Saatchi Court Meeting.
2. The YELLOW Form of Proxy for the M&C Saatchi General Meeting must be lodged with Computershare before 10.30 a.m. on 17 August 2022 in order for it to be valid, or, if the M&C Saatchi General Meeting is adjourned, not later than 48 hours before the time fixed for the holding of the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day). YELLOW Forms of Proxy cannot be handed in after this deadline.
3. If a M&C Saatchi Meeting is adjourned, only those Scheme Shareholders (in the case of the M&C Saatchi Court Meeting) and M&C Saatchi Shareholders (in the case of the M&C Saatchi General Meeting) on the register of members of M&C Saatchi at 6.00 p.m. on the day which is two days before the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day) will be entitled to attend and vote at such adjourned M&C Saatchi Meeting.
4. To commence at the time fixed or, if later, immediately after the conclusion or adjournment of the M&C Saatchi Court Meeting.
5. These dates and times are indicative only and will depend, among other things, upon the date upon which: (i) the Conditions set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document are satisfied or (if applicable) waived;

- (ii) the Court sanctions the Scheme; and (iii) the Scheme Court Order is delivered to the Registrar of Companies. M&C Saatchi will give notice of any change(s) by issuing an announcement through a Regulatory Information Service and, if requested by the Panel, send notice of the change(s) to M&C Saatchi Shareholders and other persons with information rights. M&C Saatchi must implement the Scheme in accordance with the expected timetable unless (i) the M&C Saatchi Directors withdraw their recommendation of the Scheme, (ii) the M&C Saatchi Directors announce their decision to propose an adjournment of any of the M&C Saatchi Meetings or the Scheme Court Hearing, (iii) any of the M&C Saatchi Meetings or the Scheme Court Hearing is adjourned, or (iv) any Condition is invoked in accordance with the Takeover Code.
6. All Scheme Shareholders are entitled to attend the Scheme Court Hearing or to be represented by Counsel to support or oppose the sanctioning of the Scheme. Depending on the date of the Scheme Court Hearing, this right may be subject to HM Government instructions relating to COVID-19 and any guidelines issued by the Court. M&C Saatchi will give notice of any change(s) by issuing an announcement through a Regulatory Information Service.
  7. Expected to be early in the fourth quarter of 2022. The Scheme will become Effective pursuant to its terms upon the Scheme Court Order being delivered to the Registrar of Companies.
  8. Or such later date as may be agreed between Next 15 and M&C Saatchi and, if required, the Panel and the Court may allow (if such approval(s) are required).

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## PART 1

### LETTER FROM THE CHAIRMAN OF M&C SAATCHI PLC

(incorporated in England and Wales with company number 05114893)

*Directors*

Gareth Davis (*Chairman*)  
Moray MacLennan (*Chief Executive Officer*)  
Louise Jackson (*Non-Executive Director*)  
Lisa Gordon (*Non-Executive Director*)  
Colin Jones (*Non-Executive Director*)

*Registered office*  
36 Golden Square  
London  
W1F 9EE

17 June 2022

*To all holders of M&C Saatchi Shares and, for information only, to the holders of options or awards under the M&C Saatchi Share Scheme and persons with information rights*

Dear M&C Saatchi Shareholder,

**Proposed Acquisition of M&C Saatchi plc by Next Fifteen Communications Group Plc  
to be effected by means of a Scheme of Arrangement**

#### 1. INTRODUCTION

On 20 May 2022, the M&C Saatchi Directors and the Board of Next 15 announced the terms of a recommended cash and shares offer to be made by Next 15 for the issued and to be issued ordinary share capital of M&C Saatchi (the “**Acquisition**” or the “**Next 15 Offer**”), to be effected by means of a Court-sanctioned scheme of arrangement between M&C Saatchi and Scheme Shareholders under Part 26 of the Companies Act (the “**Scheme**”). This followed an announcement on 17 May 2022 from AdvancedAdvT Limited (“ADV”) of its firm intention to make an offer for M&C Saatchi and M&C Saatchi Directors’ rejection of the ADV Offer on the same day. Further information with respect to the background to the ADV Offer and the Next 15 Offer is included in paragraph 4.10 below.

On 17 June 2022, following a material deterioration in the Next 15 share price since the announcement of the Next 15 Offer on 20 May 2022, the M&C Saatchi Directors announced that they were no longer recommending M&C Saatchi Shareholders to vote in favour of the Scheme.

Notwithstanding that, as at the date of this document, the M&C Saatchi Directors are not recommending the Next 15 Offer to M&C Saatchi Shareholders, based on feedback from certain M&C Saatchi Shareholders, the M&C Saatchi Directors agreed to continue to facilitate the Next 15 Offer to enable it to be put to M&C Saatchi Shareholders for consideration alongside the ADV Offer.

Since the Next 15 Offer is to be implemented by means of the Scheme, the requisite majorities of the Scheme Shareholders and the M&C Saatchi Shareholders (respectively) will need to vote in favour of the Scheme at the M&C Saatchi Court Meeting and the Special Resolution at the M&C Saatchi General Meeting, both of which will be held on 19 August 2022 at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF. The M&C Saatchi Court Meeting will start at 10.00 a.m. and the M&C Saatchi General Meeting will start at 10.30 a.m. (or as soon thereafter as the M&C Saatchi Court Meeting has concluded or been adjourned).

I am writing to you today, on behalf of the M&C Saatchi Directors, to set out the terms, and provide further details, of the Next 15 Offer, the background to and reasons why the M&C Saatchi Directors considered the terms of the Next 15 Offer to be fair and reasonable on 20 May 2022 but now no longer consider those terms to be fair and reasonable and to explain that the M&C Saatchi Directors now are recommending that you do not vote in favour of the Scheme at the M&C Saatchi Court Meeting and the Special Resolution at the M&C Saatchi General Meeting.

Throughout this document reference is made to the ‘M&C Saatchi Directors’, which means all of the Company’s current directors. Prior to 5 June 2022 Vin Murria was a director of the Company. On 5 January 2022, ADV, a company of which Vin Murria is chair and in which she holds approximately 13 per cent. of the issued ordinary share capital, acquired 12,000,000 M&C Saatchi Shares representing approximately 9.8 per cent. of the Company’s issued share capital. On 7 January 2022 ADV announced that it was contemplating making an offer for the Company, on 17 May 2022 ADV announced its firm intention to make such an offer and on 14 June 2022 ADV published the ADV Offer Document by which it made the

ADV Offer. As a result of Vin Murria's interest in ADV, Vin Murria has not participated in the M&C Saatchi Board's consideration of either the ADV Offer or the Next 15 Offer, this having been undertaken on behalf of M&C Saatchi Shareholders by the M&C Saatchi Directors. Vin Murria ceased to be a director of the Company on 5 June 2022.

In addition to this letter on behalf of the M&C Saatchi Directors, please also read the joint letter from Numis and Liberum set out in Part 2 (*Explanatory Statement*) of this document which gives further details about the Next 15 Offer, and the additional information set out in Part 5 (*Additional Information*) of this document.

## 2. THE NEXT 15 OFFER

Under the terms of the Next 15 Offer and pursuant to the Scheme, which is subject to the Conditions and the further terms summarised below and set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, Scheme Shareholders will be entitled to receive:

**for each M&C Saatchi Share:**                   **0.1637 New Next 15 Shares**  
**and**  
**40 pence in cash**

If the Scheme becomes Effective, it will result in the allotment and issue of approximately 20,243,569 New Next 15 Shares to Scheme Shareholders, which (based upon the fully diluted issued share capitals of M&C Saatchi and of Next 15 on the Latest Practicable Date) would result in Scheme Shareholders owning approximately 17.1 per cent. and the current Next 15 Shareholders owning approximately 82.9 per cent. of the Enlarged Group on a fully diluted basis. They will participate together in the future growth potential of the Enlarged Group.

Based on a valuation of 1,266.0 pence per New Next 15 Share (which was the Closing Price of a Next 15 Share on 19 May 2022 (being the last Business Day prior to the Announcement Date)) the Acquisition values each M&C Saatchi Share at 247.2 pence (the "**Acquisition Value**".)

The Acquisition Value represents:

- a multiple of 9.9 times M&C Saatchi's forecast headline profit before tax for the 12 months to 31 December 2022, expected to be in the region of £31.0 million; and
- a multiple of 7.5 times M&C Saatchi's forecast headline profit before tax for the 12 months to 31 December 2023, expected to be in the region of £41.0 million.

The Acquisition values the entire issued and to be issued ordinary share capital of M&C Saatchi at approximately:

- £305.7 million on a fully diluted basis based on the Closing Price per Next 15 Share of 1,266.0 pence on 19 May 2022, being the last Business Day prior to the Announcement Date; and
- £233.7 million on a fully diluted basis based on the Closing Price per Next 15 Share on the Latest Practicable Date of 910.0 pence.

The Acquisition Value represents a premium of approximately:

- 47.6 per cent. to the Closing Price of 167.5 pence per M&C Saatchi Share on 4 January 2022, (being the last Business Day prior to ADV's announcement of its acquisition of a minority stake in M&C Saatchi);
- 53.6 per cent. to the average Closing Price per M&C Saatchi Share of 160.9 pence in the 3 months prior to and including 4 January 2022 (being the last Business Day prior to ADV's announcement of its acquisition of a minority stake in M&C Saatchi);
- 49.8 per cent. to the Closing Price of 165.0 pence per M&C Saatchi Share on 19 May 2022 (being the last Business Day prior to the Announcement Date);
- 41.1 per cent. to the average Closing Price per M&C Saatchi Share of 175.2 pence in the 3 months prior to and including 19 May 2022 (being the last Business Day prior to the Announcement Date);

- 19.1 per cent. to the ADV All Share Offer of 2.530 ADV Shares per M&C Saatchi Share based on the ADV Closing Price of 82.0 pence on 16 May 2022 (being the last Business Day prior to the date of ADV's announcement of its firm offer); and
- 19.1 per cent. to the ADV Cash and Shares Offer of 2.043 ADV Shares and 40 pence in cash per M&C Saatchi Share, based on the ADV Closing Price of 82.0 pence on 16 May 2022 (being the last Business Day prior to the date of ADV's announcement of its firm offer).

If any dividend or other distribution is declared, made or paid in respect of M&C Saatchi Shares on or after 20 May 2022, Next 15 reserves the right to reduce the Consideration by the amount of such dividend or other distribution, in which case any reference in this document to the Consideration payable under the terms of the Acquisition will be deemed to be a reference to the Consideration so reduced. In such circumstances, M&C Saatchi Shareholders would be entitled to receive and retain any such dividend or other distribution.

The New Next 15 Shares to be issued to Scheme Shareholders pursuant to the Scheme will be issued as fully paid and will rank *pari passu* in all respects with existing Next 15 Shares, including the right to receive dividends and other distributions declared, made or paid on Next 15 Shares by reference to a record date falling on or after the Effective Date (but will not, for the avoidance of doubt, carry the right to receive any dividends and other distributions for which the record date is before the Effective Date).

Fractions of New Next 15 Shares will not be allotted or issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of Next 15 Shares and all fractions of New Next 15 Shares will be aggregated and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by Next 15 in due proportions to Scheme Shareholders who would otherwise have been entitled to such fractions. However, individual entitlements to amounts of less than £3.00 will not be paid to M&C Saatchi Shareholders but will be retained for the benefit of Next 15.

If M&C Saatchi or Next 15 reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Holder, Next 15 may at its discretion determine that either: (i) such Restricted Overseas Holder shall not have allotted or issued to him New Next 15 Shares and that the New Next 15 Shares which would otherwise have been attributable to such Restricted Overseas Holder under the terms of the Acquisition shall be sold in the market and the cash proceeds of such sale forwarded to such Restricted Overseas Holder; or (ii) the New Next 15 Shares shall be issued to such Restricted Overseas Holder (or a nominee appointed by Next 15 on behalf of such Restricted Overseas Holder) but shall be sold in the market on his behalf and the cash proceeds of such sale forwarded to the relevant Restricted Overseas Holder (in each case after deduction of broking fees and other sale costs and expenses).

### **3. BACKGROUND TO AND REASONS FOR THE ACQUISITION**

The Board of Next 15 believes the Acquisition has strong strategic and financial rationale. It believes that the Acquisition presents a highly compelling opportunity to combine Next 15 and M&C Saatchi and establish a truly global platform in the digital marketing and consulting sectors, a platform that leverages top-flight creativity, technology, data, business consulting and digital marketing to deliver meaningful change for the enlarged client base. Next 15's four segments, Customer Insight, Customer Engagement, Customer Delivery and Business Transformation, represent a £1 trillion revenue global market opportunity.

Next 15's vision is to build a growth consultancy that combines specialist capabilities with global scale. The Board of Next 15 believes that the successful business models for the foreseeable future will be purpose-driven, driving meaningful change, and that creativity will be a key differentiator in creating and delivering them. The Board of Next 15 believes that this creates a viable alternative for customers not well served by the big four consulting and marketing services groups.

*A combination bringing together highly complementary strengths and strategies*

- Next 15's and M&C Saatchi's geographic presences are highly complementary. The Enlarged Group is expected to be a leading player with strong brands in countries across the globe, including the US, UK, Asia and Australia. This diversifies and expands Next 15's and M&C Saatchi's existing exposure to attractive end-markets with favourable long-term growth trends and strong industry fundamentals.
- Loyal, blue-chip clients with minimal overlap bringing together a diversified, high-quality group of international customers.

- M&C Saatchi's expertise in the public sector, in both the UK and particularly the US, would add a new dimension to Next 15's service offering and marketing position.
- Next 15's in-house data analytics capability could be immediately leveraged across the Enlarged Group to create significant new client opportunities.
- Investments in data and technology would be applied to a much larger platform and client base.

*Expected to be an earnings accretive transaction creating a business of significant global scale*

- Expected to be immediately and materially earnings enhancing, with the potential to unlock significant synergies.
- The Enlarged Group would be characterised by attractive margins and a highly cash generative financial profile.
- Strong balance sheet to be maintained.

*Bringing together two highly talented organisations led by experienced senior management teams*

- Next 15's and M&C Saatchi's teams have an established track record for service delivery, innovation and creativity.
- The Enlarged Group would provide further opportunities for M&C Saatchi and Next 15 to continue to hire and retain the best talent.

*Significant benefits for clients across the Enlarged Group*

- The combination would enable clients to benefit from a broader suite of relevant and complementary capabilities across the globe.
- Clients would benefit from access to the combined talent of the Enlarged Group.

For the reasons set out above, the Board of Next 15 believes the strategic rationale for the Acquisition to be compelling and that the Enlarged Group would create significant value for the benefit of employees, customers, and shareholders.

#### **4. INTENTIONS OF NEXT 15 FOR GOVERNANCE, MANAGEMENT, EMPLOYEES AND LOCATIONS OF BUSINESS**

##### **4.1 Next 15's strategic plans for M&C Saatchi**

Next 15 recognises that M&C Saatchi is a people based business and, as such, attaches great importance to retaining the skills, knowledge and expertise of M&C Saatchi's existing management and employees. Next 15 believes that M&C Saatchi's management and employees will be important to the success of, and will benefit from enhanced opportunities as part of, the Enlarged Group. Next 15 recognises the power and potential of the M&C Saatchi brand and the importance of investment in accelerating its growth. Most of the M&C Saatchi businesses will continue to operate under their existing brands, although a small number of M&C Saatchi and Next 15 brands may be combined in the future if the commercial case for doing so is compelling.

Next 15 and M&C Saatchi have had some initial, high level planning discussions regarding the integration of M&C Saatchi into the Enlarged Group. Next 15 intends to undertake a detailed evaluation of M&C Saatchi and its operations, to be completed within six months of the completion of the Acquisition, in order to develop a detailed integration plan. Preliminary analysis carried out by Next 15 to date has indicated the potential to maintain the existing operations of M&C Saatchi whilst realising some cost savings for the Enlarged Group through the removal of administrative costs associated with M&C Saatchi's current status as a listed company, which will cease to be required following completion of the Acquisition, and in areas where there is an overlap of function (for example head office and central functions). This may involve some limited headcount reduction, although no specific plans have been formulated by Next 15 to date and this will form part of the evaluation referred to above. The implementation of the detailed integration plan is not expected to have a material impact on the businesses of Next 15.

The integration of the Next 15 and M&C Saatchi businesses will be led by an integration team comprised of key Next 15 and M&C Saatchi personnel.

#### **4.2 Board, management and employees**

Next 15 has given assurances to the M&C Saatchi Directors that the existing contractual and statutory employment rights of M&C Saatchi's existing management and employees will be safeguarded in accordance with applicable law and that Next 15 does not envisage any material change in the conditions of employment of M&C Saatchi employees following the Scheme becoming Effective.

Save in respect of the potential reductions in M&C Saatchi employee headcount referred to in paragraph 4.1 above, Next 15 does not intend to make any material change to the balance of skills and functions of M&C Saatchi Group employees and management.

Next 15 is pleased to confirm that Moray MacLennan, M&C Saatchi's Chief Executive Officer, has agreed to remain in his role at M&C Saatchi within the Enlarged Group following the Effective Date. It is intended that all the non-executive directors of M&C Saatchi will cease to be directors of M&C Saatchi immediately following the Effective Date.

#### **4.3 Pension schemes**

M&C Saatchi does not operate any defined benefit pension schemes. Next 15 does not intend to make any changes to the benefits provided by M&C Saatchi's defined contribution pension schemes and intends for the employer to continue to make contributions in line with the current arrangements.

#### **4.4 Headquarters, locations and fixed assets**

Subject to finalisation of its integration plans and evaluation of the M&C Saatchi Group following completion of the Acquisition, Next 15 confirms that it has no plans to (i) change the principal locations of M&C Saatchi's businesses, or (ii) redeploy any of M&C Saatchi's fixed assets. M&C Saatchi's head office in London will be maintained and Next 15 will continue to review the continuing property needs of the Enlarged Group as property leases approach the end of their terms. It is expected that the material M&C Saatchi leases which expire over the next twelve months will be renewed.

#### **4.5 M&C Saatchi Shares Trading facilities**

The M&C Saatchi Shares are currently admitted to trading on AIM. As set out in paragraph 15 of Part 2 (*Explanatory Statement*) of this document, subject to the Scheme becoming Effective and the Scheme Shares having been transferred to Next 15, it is intended that an application will be made to the London Stock Exchange for the cancellation of the trading of the M&C Saatchi Shares on AIM, to take effect on or shortly after the Effective Date. As soon as practicable after that, it is intended that M&C Saatchi will be re-registered as a private limited company under the relevant provisions of the Companies Act.

#### **4.6 Management incentivisation**

Next 15 has not entered into, and has not had discussions on proposals to enter into, any form of incentivisation arrangements with members of the M&C Saatchi Group's management, nor will it have any such discussions before completion of the Acquisition. It is Next 15's intention to put in place appropriate management incentivisation arrangements following completion of the Acquisition.

#### **4.7 Rule 25.9 of the Takeover Code**

In accordance with Rule 2.11 of the Takeover Code, M&C Saatchi made available to employees a copy of the Announcement and informed employees of the right of employee representatives under Rule 25.9 of the Takeover Code to require that a separate opinion of the employee representatives of the effects of the Scheme on employment be appended to this document. As at the date of publication of this document, no such opinion has been provided. If and to the extent that M&C Saatchi is provided with such an opinion after the date of publication of this document, M&C Saatchi will publish that opinion in accordance with the requirements of Rule 25.9 of the Takeover Code.

#### **4.8 Financial effects of the Acquisition on Next 15**

Completion of the Acquisition would result in the earnings, assets and liabilities of the M&C Saatchi Group being consolidated into the earnings, assets and liabilities of the Next 15 Group. The earnings, assets and liabilities of the Next 15 Group would thereby be increased. The transaction is expected to be immediately and materially earnings enhancing, with the potential to unlock significant synergies.

#### **4.9 Other**

No statements in this paragraph 4 constitute “post-offer undertakings” for the purpose of Rule 19.5 of the Takeover Code.

#### **4.10 Background to and reasons for the M&C Saatchi Directors’ recommendation**

At its Capital Markets Day in January 2021, the new leadership team at M&C Saatchi set out its strategy and operating model alongside medium-term financial targets. This customer-focused strategy sought to address changing client needs whilst improving operational efficiency and simplifying the M&C Saatchi business into five specialist divisions. The strategy was designed to enhance M&C Saatchi’s proven expertise in providing digital and connected marketing solutions to its clients globally.

In the period since, M&C Saatchi has delivered a strong trading performance resulting in eight positive trading updates reflecting new client wins and contracts alongside the delivery of operational efficiencies.

On 29 April 2022, M&C Saatchi announced its audited results for the year ended 31 December 2021 which demonstrated an exceptional turnaround, including record headline operating profit. Highlights for the period included:

- 2021 net revenue growth of 10.6 per cent. Like-for-like growth of 15.1 per cent.
- Record 2021 headline operating profit £31.1 million (2020: £12.0 million), ahead of expectations, reflecting strong new business and deepening client relationships.
- 2021 headline operating profit margin 12.5 per cent. (2020: 5.3 per cent.).
- Net cash £34.4 million (2020: £32.7 million). Borrowings reduced to £20.6 million (2020: £29.6 million).
- New client wins and deepened relationships: Google, Uber, WHOOP, Gorillas, PepsiCo, TikTok and Mondelez.
- Over 50 creative awards won in 2021 and a record number of effectiveness awards.

The M&C Saatchi Directors believe that this consistently robust financial performance through 2021 demonstrates that M&C Saatchi’s standalone strategy is delivering strong trading momentum supported by a positive market backdrop. In conjunction with the 2021 audited results, M&C Saatchi also announced that trading continued to be strong in the first quarter of 2022 and that headline profit before tax for the years ending 31 December 2022 and 31 December 2023 (together, the “FY22 and FY23 Profit Forecasts”) is expected to be in the region of £31.0 million and £41.0 million, respectively. The FY22 and FY23 Profit Forecasts are included at Part 8 (*M&C Saatchi Profit Forecast*) of this document. These forecasts are materially in excess of the M&C Saatchi Directors’ previous expectations and reflect M&C Saatchi’s increasing momentum and the M&C Saatchi Directors’ strong confidence in the standalone future and prospects of M&C Saatchi.

As previously announced by M&C Saatchi on 6 January 2022, M&C Saatchi received a preliminary approach from ADV and subsequently the M&C Saatchi Directors received three unsolicited conditional proposals from ADV. The M&C Saatchi Directors considered that each of the unsolicited conditional proposals undervalued M&C Saatchi and its prospects and was therefore not recommendable. In addition, the M&C Saatchi Directors believed that the proposal from ADV immediately transferred value from M&C Saatchi Shareholders to holders of ADV Shares and did not recognise the fundamental growth potential of M&C Saatchi and its clients’ needs. Furthermore, it lacked support from M&C Saatchi’s executive committee (at that time consisting of 19 individuals who lead the key business lines responsible for M&C Saatchi’s revenue) presenting significant risk to talent and client base, and therefore future performance.

However, the M&C Saatchi Directors, having consulted with M&C Saatchi’s largest shareholders, agreed to engage with ADV in order that M&C Saatchi Shareholders had the opportunity to be presented with a firm proposal from ADV. On 17 May 2022, ADV announced its firm intention to make an offer for M&C Saatchi and on the same day the M&C Saatchi Directors announced their rejection of the ADV Offer. On 14 June 2022 ADV published the ADV Offer Document by which it made the ADV Offer under which M&C Saatchi Shareholders would receive either 2.043 new ADV Shares and 40 pence in cash (the “**ADV Cash and Shares Offer**”) or 2.530 new ADV Shares (the “**ADV All Shares Offer**”) implying a total value of 207.5 pence per M&C Saatchi Share based on the Closing Price of an ADV Share of 82.0 pence on 16 May 2022 (being the last Business Day prior to the date when ADV announced its firm intention to make an offer for M&C Saatchi), and a total value of (i) in respect of the ADV All Share Offer, 209.4 pence per M&C Saatchi Share; or (ii) in respect of the ADV Cash and Shares Offer, 209.1 pence per

M&C Saatchi Share, each based on the Closing Price of an ADV Share of 82.75 pence on 13 June 2022, being the latest practicable date prior to the publication of the ADV Offer Document. On the same day, the M&C Saatchi Directors made an announcement noting the posting of the ADV Offer Document and that they were reviewing the ADV Offer Document with the Company's financial advisers and intended to publish their full response to the ADV Offer in due course. The M&C Saatchi Directors, believing the ADV Offer significantly undervalues the business and prospects of M&C Saatchi, have unanimously and unequivocally rejected the ADV Offer.

In addition, and, alongside the discussions with ADV, the M&C Saatchi Directors together with their financial advisers approached a limited number of parties with a view to soliciting an alternative, more attractive proposal that was in the best interests of M&C Saatchi Shareholders and M&C Saatchi's other key stakeholders, and consequently on 20 May 2022, the Board of Next 15 and the M&C Saatchi Directors announced that they had reached agreement on the terms of the Next 15 Offer. Under the terms of the Next 15 Offer, M&C Saatchi Shareholders would receive 0.1637 New Next 15 Shares and 40 pence in cash implying a total value of 247.2 pence per M&C Saatchi Share based on the Closing Price of a Next 15 Share of 1,266 pence on 19 May 2022. Subsequently, on the same day, ADV announced that the financial terms of the ADV Offer were final and would not be increased, except that ADV reserves its right to revise the financial terms where the Panel has determined that there has been a material change of circumstances. On 9 June 2022, Next 15 announced that the financial terms of the Next 15 Offer were final and would not be increased (the "**Next 15 No Increase Announcement**") except that Next 15 reserves the right to increase the financial terms if there is an announcement on or after the Next 15 No Increase Announcement of an offer or a possible offer for M&C Saatchi by a third party offeror or potential offeror, other than ADV.

On 20 May 2022, the Announcement Date, the M&C Saatchi Directors, who had been so advised by Numis and Liberum as to the financial terms of the Next 15 Offer, considered the terms of the Next 15 Offer to be fair and reasonable. In providing their financial advice to the M&C Saatchi Directors, Numis and Liberum had taken into account the commercial assessments of the M&C Saatchi Directors. Liberum provided independent financial advice to the M&C Saatchi Directors for the purpose of Rule 3 of the Takeover Code. Accordingly, at the Announcement Date, the M&C Saatchi Directors stated that it was their intention to unanimously recommend that M&C Saatchi Shareholders vote in favour of the Scheme.

However, since the Announcement Date, the price of a Next 15 Share has materially deteriorated. The Closing Price of a Next 15 Share since the last Business Day prior to the Announcement Date has fallen by 28.1% based on the Closing Price of 910.0 pence on 16 June 2022, being the Latest Practicable Date. While the terms of the Next 15 Offer are unchanged and M&C Saatchi Shareholders would receive the same number of shares (and as a result own the same percentage of the Enlarged Group) and amount of cash, the terms of the Next 15 Offer now imply a total value of 189.0 pence per M&C Saatchi Share based on the Closing Price of a Next 15 Share of 910.0 pence on 16 June 2022, being the Latest Practicable Date. The M&C Saatchi Directors continue to have strong confidence in the standalone future and prospects of M&C Saatchi and consider that the financial terms of the Next 15 Offer are no longer superior to M&C Saatchi's unhindered standalone prospects. Consequently, the M&C Saatchi Directors are now recommending that M&C Saatchi Shareholders do not vote in favour of the Scheme. Notwithstanding the M&C Saatchi Directors' own recommendation, they are aware that some M&C Saatchi Shareholders have a preference for either the Next 15 Offer or the ADV Offer completing over the continuing independence of M&C Saatchi. As a consequence, in addition to the recommended option for continued independence of M&C Saatchi, the M&C Saatchi Directors engaged positively with ADV until such time as ADV announced its hostile offer on 17 May 2022. The M&C Saatchi Directors have continued to engage positively with Next 15 in order that Next 15 has the ability to implement the Next 15 Offer by way of a court sanctioned scheme.

#### **4.11 Other considerations on the Next 15 Offer and ADV Offer.**

The M&C Saatchi Directors are not recommending that M&C Saatchi Shareholders support either the Next 15 Offer or the ADV Offer as they believe that the financial terms of both are inferior to the standalone prospects of M&C Saatchi.

As noted above, the M&C Saatchi Directors have been made aware that some M&C Saatchi Shareholders have a preference for either the Next 15 Offer or the ADV Offer completing over the continuing independence of M&C Saatchi and, therefore, in addition to the recommended continued independence of M&C Saatchi, the M&C Saatchi Directors have engaged with both ADV and Next 15 in order that M&C Saatchi Shareholders have the opportunity to be presented with the ADV Offer and the Next 15 Offer as well.

It is the opinion of the M&C Saatchi Directors that, whilst the financial terms of the Next 15 Offer are now inferior to the standalone prospects of M&C Saatchi, the combination with Next 15 retains a number of strategic and commercial benefits that would not accrue to M&C Saatchi stakeholders under the ADV Offer. Notwithstanding the financial terms of the Next 15 Offer, in its evaluation of Next 15 as a suitable owner of M&C Saatchi from the perspective of all stakeholders, the M&C Saatchi Directors have also taken into account Next 15's intentions for the business, management and employees and other stakeholders of M&C Saatchi. The M&C Saatchi Directors welcome Next 15's intention that, should the Acquisition be successful, the existing contractual and statutory employment rights, including in relation to pensions, of all M&C Saatchi management and employees will be fully safeguarded in accordance with applicable law. The M&C Saatchi Directors believe Next 15's intentions for the Enlarged Group shows recognition that key to the success of the M&C Saatchi business are its people and the power and potential of the M&C Saatchi brand, and they believe Next 15's plans for the Enlarged Group will benefit both businesses. The M&C Saatchi Directors intend to publish their full response to the ADV Offer in due course but reiterate their belief that the ADV Offer poses a risk of damage to M&C Saatchi's core business as previously set out in the Company's announcement of 17 May 2022 entitled "Rejection of Unsolicited Hostile Offer from AdvancedAdvT Limited".

The M&C Saatchi Directors have engaged closely with the Company's executive committee ("ExCom") (consisting of 18 individuals who lead the key business lines responsible for M&C Saatchi's revenue) throughout the offer period in order to hear their views on the various options. The M&C Saatchi Directors have consulted the ExCom prior to publication of this document and whilst they continue to believe in the strategic and financial strengths of an independent M&C Saatchi they also cited their concerns about the potential damaging effect of the ADV and Vin Murria shareholder bloc should it remain in place. The M&C Saatchi Directors are aware that some M&C Saatchi Shareholders had also previously expressed this concern. In addition, they have expressed their view that M&C Saatchi Shareholders should be made aware that when comparing only the Next 15 Offer and the ADV Offer, the views underpinning their previously expressed unanimous support for the Next 15 Offer and unanimous rejection of the ADV Offer have not changed. With respect to the future potential ownership of M&C Saatchi by Next 15, the ExCom members continue to be highly attracted by the strategic complementarity, business development opportunities and financial strength that the ExCom considers that the combination would bring, as well as by the benefits that would accrue due to the common cultures of the two businesses. This is in stark contrast to the ExCom's unanimously negative views on the future potential ownership of M&C Saatchi by ADV, which continue to reflect significant concerns about the potential impact of the ADV Offer on the talent base, client relationships and M&C Saatchi's culture, which together are fundamentally important to M&C Saatchi's future prospects.

The M&C Saatchi Directors are not subject to any conflicts relating to Next 15 or the Next 15 Offer. As set out in paragraph 4.6 above, the Company's management has not had any discussions or entered into any agreements with Next 15 regarding ongoing participation in the management of the Company or future incentivisation arrangements. None of the M&C Saatchi Directors has any financial interest in either Next 15 or the Next 15 Group.

## **5. IRREVOCABLE UNDERTAKINGS**

Next 15 has received irrevocable undertakings from M&C Saatchi Directors to vote in favour of the Scheme at the M&C Saatchi Court Meeting and the Special Resolution to be proposed at the M&C Saatchi General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Acquisition) in respect of 752,627 M&C Saatchi Shares, representing approximately 0.6 per cent. of the Scheme Shares, and 0.6 per cent. of all M&C Saatchi Shares, in issue as at 16 June 2022 (being the last Business Day before the date of this document).

Further details of the irrevocable undertakings are set out in paragraph 8 of Part 5 (*Additional Information*) of this document.

## **6. M&C SAATCHI'S CURRENT TRADING AND PROSPECTS**

On 29 April 2022, M&C Saatchi announced its record results for the year ended 31 December 2021 (FY21). It also reported strong momentum into 2022 and forecast headline profit before tax expected to be in the region of £31.0 million and £41.0 million for the years ending 31 December 2022 and 2023 respectively. Further details are included in the paragraph entitled "*Background to and reasons for the M&C Saatchi Directors' recommendation*" of this document.

For further details of M&C Saatchi's current trading and prospects, please refer to the Annual Report and Accounts of M&C Saatchi for the financial year ended 31 December 2021, a link to which can be found in Section A of Part 4 (*Financial and Ratings Information*) of this document.

Save as noted in paragraph 4.10 above, M&C Saatchi Directors are not aware of any significant change in the financial or trading position of M&C Saatchi since 31 December 2021, being the date to which the Annual Report and Accounts of M&C Saatchi for the financial year ended 31 December 2021 was prepared.

## **7. NEXT 15'S CURRENT TRADING AND PROSPECTS**

Next 15 released its final results for the year ended 31 January 2022 on 5 April 2022, which included the following statements in relation to its current trading and outlook:

- “*Next 15 has made a strong start to the new financial year with a continuation of the trends and performance seen in Q4 and we are pleased to report that we expect to deliver another year of strong organic revenue growth.*”
- “*The acquisition of Engine and the major contract win by Mach49 gives the group further confidence in another year of significant progress.”*

As stated in its announcements on 20 May 2022 and 6 June 2022, revenue growth has continued to be strong, helped by the strength of the US dollar. For the three-month period to 30 April 2022, the Next 15 Group's total revenues increased by approximately 68 per cent. compared with the same period last year, to £130 million, with organic revenue growth of approximately 37 per cent. Trading has continued to be strong throughout May 2022 and adjusted profit before tax remains ahead of management expectations.

For further details of Next 15's current trading and prospects, please refer to Next 15's audited results dated 4 April 2022 for the financial year ended 31 January 2022, a link to which can be found in Section C of Part 4 (*Financial and Ratings Information*) of this document.

Save as noted in this paragraph 7 above, the Next 15 Directors are not aware of any significant change in the financial or trading position of Next 15 since 31 January 2022, being the date to which Next 15's year-end consolidated accounts were prepared.

## **8. M&C SAATCHI SHARE SCHEME AND M&C SAATCHI PUT OPTION SCHEMES**

Information relating to the effect of the Scheme on holders of awards under the M&C Saatchi Share Scheme and M&C Saatchi Put Option Schemes is set out in paragraphs 6.3 and 6.4 of Part 2 (*Explanatory Statement*) of this document.

Participants in the M&C Saatchi Share Scheme will shortly receive further details of the action they can take in respect of their awards in respect of the Next 15 Offer.

## **9. NEXT 15 SHAREHOLDER APPROVAL AND RECOMMENDATION BY THE NEXT 15 DIRECTORS**

Next 15 is required to seek the approval of Next 15 Shareholders at the Next 15 General Meeting to issue the New Next 15 Shares. As such the Acquisition is conditional upon, amongst other things, the passing of the Next 15 Resolution by the requisite majority at the Next 15 General Meeting.

Next 15 is required to prepare and send the Next 15 Circular to Next 15 Shareholders. The Next 15 Circular includes, among other things, details of the number of New Next 15 Shares, the background to and reasons for the Acquisition, and a notice convening the Next 15 General Meeting.

The Board of Next 15 has received financial advice from Smith Square Partners in relation to the Acquisition. In providing its advice, Smith Square Partners has relied upon the commercial assessments of the Board of Next 15.

The Next 15 Directors consider the terms of the Acquisition to be in the best interests of Next 15 and the Next 15 Shareholders as a whole and accordingly are unanimously recommending that Next 15 Shareholders vote in favour of the Next 15 Resolution to be proposed at the Next 15 General Meeting which will be convened in connection with the Acquisition, as those of them who hold Next 15 Shares have irrevocably undertaken to do, or procure, in respect of their own beneficial holdings of 5,547,950 Next 15 Shares representing, in aggregate, approximately 5.66 per cent. of Next 15's ordinary share capital in issue on the Latest Practicable Date.

Further details of the irrevocable undertakings and the statement of intent are set out in paragraph 8 of Part 5 (*Additional Information*) of this document.

The Next 15 General Meeting has been convened for 10.00 a.m. on 19 August 2022.

## **10. THE SCHEME, THE M&C SAATCHI MEETINGS AND THE CONDITIONS**

Next 15 proposes that the Acquisition be implemented by means of a Court-sanctioned scheme of arrangement between M&C Saatchi and Scheme Shareholders, made under Part 26 of the Companies Act. As previously noted the M&C Saatchi Directors have agreed to put the Scheme to M&C Saatchi Shareholders for consideration alongside the ADV Offer. Next 15 reserves the right to implement the Acquisition by way of a Takeover Offer, subject to the Panel's consent and the terms of the Cooperation Agreement.

The purpose of the Scheme is to provide for Next 15 to become the owner of the entire issued and to be issued ordinary share capital of M&C Saatchi. If the Scheme becomes Effective, the Scheme Shares will be transferred to Next 15, in consideration for which Scheme Shareholders whose names appear on the register of members of M&C Saatchi at the Scheme Record Time will be paid the Consideration on the basis set out in paragraph 2 above.

M&C Saatchi Shares issued after the Scheme Record Time will not be subject to the Scheme. Accordingly, it is proposed that the M&C Saatchi Articles be amended so that M&C Saatchi Shares issued after the Scheme Record Time other than to Next 15 will be automatically acquired by Next 15 on the same terms as under the Scheme.

To become Effective, the Scheme requires, among other things, the approval of a majority in number, representing not less than 75 per cent. in value of the Scheme Shares held by Scheme Shareholders present and voting (whether in person or by proxy) at the M&C Saatchi Court Meeting, which has been convened by an order of the Court, the passing of the Special Resolution at the M&C Saatchi General Meeting and the sanction of the Scheme by the Court.

The Conditions in paragraphs 2 and 3 of Section A of Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document provide, amongst other things, that the Scheme will lapse if the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting are not held on or before 10 September 2022, being the 22nd day after the expected date of the M&C Saatchi Court Meeting and M&C Saatchi General Meeting (or such later date as may be agreed between Next 15 and M&C Saatchi with the consent of the Panel (and that the Court may approve if required)).

The Acquisition and the Scheme are also subject to the terms and Conditions set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, including certain competition and regulatory approvals (including UK CMA merger control approval, and regulatory approvals under the UK NSIA, the US CFIUS regime and the Australian foreign investment regulatory framework, to the extent required) being obtained.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders (including holders of any M&C Saatchi Shares issued before the Scheme Record Time pursuant to awards granted under the M&C Saatchi Share Scheme or M&C Saatchi Put Option Schemes), irrespective of whether or not they attended or voted at the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting and, if they attended and voted, whether or not they voted in favour.

If the necessary approvals from M&C Saatchi Shareholders are obtained and the other Conditions have been satisfied or (where applicable) waived and the Scheme has been approved by the Court, the Scheme will become Effective only upon a copy of the Scheme Court Order being delivered to the Registrar of Companies. Subject to the satisfaction or (where applicable) waiver of the Conditions, the Scheme is expected to become Effective during the early part of the fourth quarter of 2022.

If the Scheme has not become Effective on or before 11.59 p.m. on the Long Stop Date, the Scheme will not be implemented and the Acquisition will not proceed.

The Scheme is governed by English law and is subject to the jurisdiction of the Courts of England and Wales. The Scheme is also subject to the applicable requirements of the Takeover Code, the Panel, the AIM Rules and the London Stock Exchange.

**Further details of the Scheme, the M&C Saatchi Meetings and the Conditions are set out in Part 2 (*Explanatory Statement*) of this document.**

## **11. TAXATION**

Your attention is drawn to Part 7 (*United Kingdom Taxation*) of this document relating to United Kingdom taxation which contains a summary of limited aspects of the UK tax treatment of the Scheme. That summary does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme or of disposing of M&C Saatchi Shares. If you are in any doubt as to your tax position, or if you are resident or otherwise subject to taxation in any jurisdiction other than the United Kingdom you should consult an appropriate independent professional tax adviser immediately.

## **12. OVERSEAS SHAREHOLDERS**

Persons resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom should refer to paragraph 18 of Part 2 (*Explanatory Statement*) of this document.

## **13. ACTION TO BE TAKEN**

Details of the M&C Saatchi Meetings to be held and the action to be taken in respect of the Scheme are set out in paragraphs 11 and 12 of Part 2 (*Explanatory Statement*) of this document.

The M&C Saatchi Court Meeting and the M&C Saatchi General Meeting will be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF on 19 August 2022 at 10.00 a.m. and 10.30 a.m., respectively (or, in the case of the M&C Saatchi General Meeting, as soon as the M&C Saatchi Court Meeting has concluded or been adjourned, if later). Further details of the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting are set out in paragraph 11 of Part 2 (*Explanatory Statement*) of this document.

**It is important that, for the M&C Saatchi Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholder opinion. Therefore, whether or not you intend to attend the M&C Saatchi Court Meeting and/or the M&C Saatchi General Meeting, you are strongly encouraged to complete, sign and return your Forms of Proxy or transmit a proxy instruction (either electronically or through CREST) as soon as possible.**

## **14. RECOMMENDATION OF THE M&C SAATCHI DIRECTORS**

The M&C Saatchi Directors, who have been so advised by Numis and Liberum as to the financial terms of the Next 15 Offer, no longer consider the terms of the Next 15 Offer to be fair and reasonable solely on the basis of the deterioration in value of Next 15 Shares since the Announcement Date. In providing their financial advice to the M&C Saatchi Directors, Numis and Liberum have taken into account the commercial assessments of the M&C Saatchi Directors. Liberum is providing independent financial advice to the M&C Saatchi Directors for the purpose of Rule 3 of the Takeover Code.

**Accordingly, the M&C Saatchi Directors unanimously recommend that M&C Saatchi Shareholders do not vote in favour of the Scheme at the M&C Saatchi Court Meeting nor in favour of the Special Resolution to be proposed at the M&C Saatchi General Meeting (or in the event that the Next 15 Offer is implemented by way of a Takeover Offer, nor to accept or procure acceptance of such Offer).**

**The M&C Saatchi Directors are aware that M&C Saatchi Shareholders have a range of views on the two offers and on the standalone prospects of M&C Saatchi and consider that each M&C Saatchi Shareholder needs to determine their own position based upon their own perspectives informed by the following guidance from the M&C Saatchi Directors. Based solely on financial terms, the M&C Saatchi Directors consider each of the ADV Offer and the Next 15 Offer to be inferior to M&C Saatchi's standalone prospects. However, if those standalone prospects were incapable of being delivered as envisaged, then the M&C Saatchi Directors consider the Next 15 Offer to be superior to the ADV Offer and Next 15 to be the preferred future owner of the M&C Saatchi business for the reasons set out below, including the strategic, commercial, employee and cultural advantages which the M&C Saatchi Directors consider Next 15 to offer the M&C Saatchi business.**

The M&C Saatchi Directors' belief in M&C Saatchi's standalone prospects is based on the M&C Saatchi Directors being able to operate the M&C Saatchi business in an unhindered environment and following its existing strategy. In the event that neither the ADV Offer nor the Next 15 Offer is successful, the M&C Saatchi Directors recognise that Vin Murria and ADV would represent an aggregate 22.3 per cent. shareholding in M&C Saatchi in a standalone scenario. Such a shareholding in a public listed company is often sufficient to allow such a shareholder(s) to exercise significant influence over the company, even

though it is a minority position, through being able to requisition general meetings to propose changes to the board and demanding changes of strategy. Whether or not any such requisitions are successful, they can prove to be a significant distraction to the company, its management team and directors. The M&C Saatchi Directors have no indication as to what approach Vin Murria and ADV would take in this situation except that the M&C Saatchi Directors have been notified that in the event that neither the ADV Offer nor the Next 15 Offer is successful, and in the event that the M&C Saatchi Directors do not re-appoint Vin Murria as a director of M&C Saatchi, they would consider convening a general meeting seeking her re-appointment.

Accordingly, the M&C Saatchi Directors have no certainty that the standalone prospects will be capable of being delivered in the way that they currently envisage. Recognising this, M&C Saatchi Shareholders should be aware that when comparing only the Next 15 Offer and the ADV Offer, the M&C Saatchi Directors consider the Next 15 Offer to be superior to the ADV Offer and Next 15 to be the preferred future owner of the M&C Saatchi business, particularly in light of the strategic, commercial, employee and cultural merits of the Next 15 Offer as detailed in the announcement of the Next 15 recommended offer made on 20 May 2022.

The M&C Saatchi Directors who hold M&C Saatchi Shares continue to be bound by their irrevocable undertakings with Next 15 entered into prior to the Announcement Date under which they have irrevocably undertaken to vote in favour of the Scheme at the M&C Saatchi Court Meeting and in favour of the Special Resolution to be proposed at the M&C Saatchi General Meeting (or in the event that the Next 15 Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of such Offer) in respect of their own beneficial holdings of 752,627 M&C Saatchi Shares in aggregate and representing approximately 0.6 per cent. of M&C Saatchi's issued share capital on the Latest Practicable Date. Further details of these irrevocable undertakings are set out in paragraph 8 of Part 5 (*Additional Information*) of this document.

The M&C Saatchi Directors intend, in respect of their own beneficial shareholdings, to reject the ADV Offer.

If, prior to the M&C Saatchi Court Meeting, the opinion of the M&C Saatchi Directors with respect to the Next 15 Offer changes, M&C Saatchi Shareholders will be notified of any such change through an RNS announcement, and any such change will also be published on the Company's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com).

## **15. FURTHER INFORMATION**

Please read carefully the remainder of this document (and the information incorporated by reference into this document), in particular the letter from Numis and Liberum set out in Part 2 (*Explanatory Statement*) of this document (being the explanatory statement made in compliance with section 897 of the Companies Act), which gives further details about the Acquisition and to the terms of the Scheme that are set out in full in Part 6 (The Scheme of Arrangement) to this document.

Please note that reading the information in this letter is not a substitute for reading the remainder of this document.

You are advised to read the whole of this document and not just rely on the summary information contained in this letter.

Yours faithfully

**Gareth Davis**  
*Chairman*  
M&C Saatchi plc

## PART 2

### EXPLANATORY STATEMENT

*(in compliance with section 897 of the Companies Act)*

#### **Numis Securities Limited**

*(incorporated in England and Wales with company number 02285918 and  
with FCA registration number 144822)*

*registered office:*

45 Gresham Street,  
London, England, EC2V 7BF

and

#### **Liberum Capital Limited**

*(incorporated in England and Wales with company number 05912554 and  
with FCA registration number 465050)*

*registered office:*

Ropemaker Place Level 12,  
25 Ropemaker Street,  
London, EC2Y 9LY

17 June 2022

*To all holders of M&C Saatchi Shares and, for information only, to the holders of options or awards under the M&C Saatchi Share Scheme and persons with information rights in relation to M&C Saatchi*

Dear Shareholder,

#### **Proposed Acquisition of M&C Saatchi plc by Next Fifteen Communications Group Plc to be effected by means of a Scheme of Arrangement**

#### **1. INTRODUCTION**

On 20 May 2022, the M&C Saatchi Directors and the Board of Next 15 announced the terms of a recommended cash and shares offer to be made by Next 15 for the issued and to be issued ordinary share capital of M&C Saatchi, to be effected by means of a Court-sanctioned scheme of arrangement between M&C Saatchi and Scheme Shareholders under Part 26 of the Companies Act. This followed an announcement on 17 May 2022 from ADV of its firm intention to make an offer for M&C Saatchi and M&C Saatchi Directors' rejection of the ADV Offer on the same day. Further information with respect to the background to the ADV Offer and the Next 15 Offer is included in paragraph 4.10 of Part 1 (*Letter from the Chairman of M&C Saatchi plc*) of this document.

Notwithstanding that, as at the date of this document, the M&C Saatchi Directors are not recommending the Next 15 Offer to M&C Saatchi Shareholders, they have agreed to continue to put the Next 15 Offer, proposed to be implemented by means of the Scheme, to M&C Saatchi Shareholders for consideration alongside the ADV Offer.

This Explanatory Statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part 6 (*The Scheme of Arrangement*) of this document. Your attention is drawn to the letter from the Chairman of M&C Saatchi set out in Part 1 of this document, which forms part of this explanatory statement. The Chairman's letter contains, among other things, information on the background to and reasons for the Acquisition. Your attention is also drawn to the Conditions and further terms of the Acquisition set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document and to the further information set out in the other Parts of this document which all form part of this Explanatory Statement.

The Chairman's letter explains why, as at the date of this document, the M&C Saatchi Directors, who have been so advised by Numis and Liberum as to the financial terms of the Next 15 Offer, no longer consider the terms of the Next 15 Offer to be fair and reasonable solely on the basis of the deterioration in value of

Next 15 Shares since the Announcement Date. In providing their financial advice to the M&C Saatchi Directors, Numis and Liberum have taken into account the commercial assessments of the M&C Saatchi Directors. Liberum is providing independent financial advice to the M&C Saatchi Directors for the purpose of Rule 3 of the Takeover Code.

We have been authorised by the M&C Saatchi Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information.

## 2. SUMMARY OF THE TERMS OF THE ACQUISITION AND THE SCHEME

The Acquisition, which is subject to the Conditions and further terms set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, will be effected by means of the Scheme.

### 2.1 Terms of the Acquisition

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, Scheme Shareholders will be entitled to receive:

**for each M&C Saatchi Share:**                   **0.1637 New Next 15 Shares**  
   **and**  
   **40 pence in cash**

If the Scheme becomes Effective, it will result in the allotment and issue of approximately 20,243,569 New Next 15 Shares to Scheme Shareholders, which (based upon the fully diluted issued share capitals of M&C Saatchi and of Next 15 on the Latest Practicable Date) would result in Scheme Shareholders owning approximately 17.1 per cent. and the current Next 15 Shareholders owning approximately 82.9 per cent. of the Enlarged Group on a fully diluted basis. They will participate together in the future growth potential of the Enlarged Group.

Based on a valuation of 1,266.0 pence per New Next 15 Share (which was the Closing Price of a Next 15 Share on 19 May 2022 (being the last Business Day prior to the Announcement Date)) the Acquisition values each M&C Saatchi Share at 247.2 pence (the “**Acquisition Value**”).

The Acquisition Value represents:

- a multiple of 9.9 times M&C Saatchi’s forecast headline profit before tax for the 12 months to 31 December 2022, expected to be in the region of £31.0 million; and
- a multiple of 7.5 times M&C Saatchi’s forecast headline profit before tax for the 12 months to 31 December 2023, expected to be in the region of £41.0 million.

The Acquisition values the entire issued and to be issued ordinary share capital of M&C Saatchi at approximately:

- £305.7 million on a fully diluted basis based on the Closing Price per Next 15 Share of 1,266.0 pence on 19 May 2022, being the last Business Day prior to the Announcement Date; and
- £233.7 million on a fully diluted basis based on the Closing Price per Next 15 Share on the Latest Practicable Date of 910.0 pence.

The Acquisition Value represents a premium of approximately:

- 47.6 per cent. to the Closing Price of 167.5 pence per M&C Saatchi Share on 4 January 2022, (being the last Business Day prior to ADV’s announcement of its acquisition of a minority stake in M&C Saatchi);
- 53.6 per cent. to the average Closing Price per M&C Saatchi Share of 160.9 pence in the 3 months prior to and including 4 January 2022 (being the last Business Day prior to ADV’s announcement of its acquisition of a minority stake in M&C Saatchi);
- 49.8 per cent. to the Closing Price of 165.0 pence per M&C Saatchi Share on 19 May 2022 (being the last Business Day prior to the Announcement Date);

- 41.1 per cent. to the average Closing Price per M&C Saatchi Share of 175.2 pence in the 3 months prior to and including 19 May 2022 (being the last Business Day prior to the Announcement Date);
- 19.1 per cent. to the ADV All Share Offer of 2.530 ADV Shares per M&C Saatchi Share based on the ADV Closing Price of 82.0 pence on 16 May 2022 (being the last Business Day prior to the date of ADV's announcement of its firm offer); and
- 19.1 per cent. to the ADV Cash and Shares Offer of 2.043 ADV Shares and 40 pence in cash per M&C Saatchi Share, based on the ADV Closing Price of 82.0 pence on 16 May 2022 (being the last Business Day prior to the date of ADV's announcement of its firm offer).

If any dividend or other distribution is declared, made or paid in respect of M&C Saatchi Shares on or after 20 May 2022, Next 15 reserves the right to reduce the Consideration by the amount of such dividend or other distribution, in which case any reference in this document to the Consideration payable under the terms of the Acquisition will be deemed to be a reference to the Consideration so reduced. In such circumstances, M&C Saatchi Shareholders would be entitled to receive and retain any such dividend or other distribution.

The New Next 15 Shares to be issued to Scheme Shareholders pursuant to the Scheme will be issued as fully paid and will rank *pari passu* in all respects with existing Next 15 Shares, including the right to receive dividends and other distributions declared, made or paid on Next 15 Shares by reference to a record date falling on or after the Effective Date (but will not, for the avoidance of doubt, carry the right to receive any dividends and other distributions for which the record date is before the Effective Date). The New Next 15 Shares to be issued in connection with the Acquisition will be issued in registered form and will be capable of being held in both certificated and uncertificated form.

Application will be made to the FCA for the New Next 15 Shares which will be issued in consideration for the Acquisition to be admitted to trading on AIM. It is expected that Admission of such New Next 15 Shares will become effective at around 8:00 am on the Business Day immediately following the Effective Date. The Acquisition is conditional on, among other things, the Admission Condition.

Fractions of New Next 15 Shares will not be allotted or issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of Next 15 Shares and all fractions of New Next 15 Shares will be aggregated and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by Next 15 in due proportions to Scheme Shareholders who would otherwise have been entitled to such fractions. However, individual entitlements to amounts of less than £3.00 will not be paid to M&C Saatchi Shareholders but will be retained for the benefit of Next 15.

If M&C Saatchi or Next 15 reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Holder, Next 15 may at its discretion determine that either: (i) such Restricted Overseas Holder shall not have allotted or issued to him New Next 15 Shares and that the New Next 15 Shares which would otherwise have been attributable to such Restricted Overseas Holder under the terms of the Acquisition shall be sold in the market and the cash proceeds of such sale forwarded to such Restricted Overseas Holder; or (ii) the New Next 15 Shares shall be issued to such Restricted Overseas Holder (or a nominee appointed by Next 15 on behalf of such Restricted Overseas Holder) but shall be sold in the market on his behalf and the cash proceeds of such sale forwarded to the relevant Restricted Overseas Holder (in each case after deduction of broking fees and other sale costs and expenses).

### **3. BACKGROUND TO AND REASONS FOR THE RECOMMENDATION**

Information relating to the background to and reasons for the M&C Saatchi Directors' recommendation that M&C Saatchi Shareholders do not vote in favour of the Next 15 Offer at the M&C Saatchi Court Meeting is set out in paragraphs 4.10 and 14.11 of Part 1 (*Letter from the Chairman of M&C Saatchi*) of this document.

### **4. INFORMATION ON NEXT 15**

Next 15 is an AIM-traded tech and data-driven growth consultancy with operations in Europe, North America and across Asia Pacific. The Next 15 Group has a strong track record of creating and acquiring high-performance businesses. For acquired businesses it offers an opportunity to take advantage of the Next 15 Group's global operational infrastructure and centralised resources to accelerate their growth. The Next 15 Group has long-term customer relationships with many of the world's leading companies including

Google, Amazon, Facebook, Microsoft, IBM, American Express, Procter & Gamble, Dell, Intuit and Salesforce.

The Next 15 Group operates across four segments, each of which describes how it helps customers grow in different ways: customer insight helps them understand their opportunities and challenges; customer engagement optimises their reputation and digital assets; customer delivery helps them connect with customers to drive sales; and business transformation helps maximise long-term value through corporate positioning, business design and the development of new ventures.

Next 15's long-term strategy includes continuing to invest in: processes and systems to support its increasing scale; bolt-on acquisitions in the following areas: eCommerce, paid media expansion, data analytics, ABM, demand/lead generation and strategic consulting; and growth in APAC and EMEA.

## 5. INFORMATION ON M&C SAATCHI

M&C Saatchi is a public limited company incorporated in England and Wales whose shares are admitted to the AIM market of the London Stock Exchange.

M&C Saatchi focuses on creative marketing, advertising and communications, connecting specialist expertise through data and technology to deliver meaningful change. Its multi-discipline offering ranges from demand creation using data analytics, brand strategy, experience and innovation, through to multi-channel creative communications involving advertising, sponsorship, brand reputation, personalisation, brand experience, talent and influencer management, and performance media. M&C Saatchi's customers include Adidas, The Commonwealth Bank of Australia, Costa Coffee, Heineken, Nando's, Optus, and UNICEF.

Delivering creative, strategic and data-led services across specialisms and global regions, the global interdisciplinary team blends cutting-edge data expertise with diverse thinking and creativity. This is done through M&C Saatchi's breadth of specialist marketing and communications talent and capabilities which stretch across the entire digital landscape and customer journey.

At its Capital Markets Day in January 2021, M&C Saatchi set out a new strategy and operating model alongside medium-term financial targets. This customer-focused strategy sought to address changing client needs whilst improving operational efficiency and simplifying the M&C Saatchi Group's business into five connected specialisms. The strategy was designed to enhance M&C Saatchi's proven reputation in providing digital and connected marketing solutions to capitalise on client demand.

The business now operates through five connected specialisms, all of which benefit from its "Central Fuel" which provides talent and capabilities in data and technology, digital innovation, sustainability and its "Growth Team". The five connected specialisms are:

- **Advertising & CRM:** Blending marketing science with creativity through earned, owned and paid-for content;
- **Media & Performance:** Connecting brands with digitally connected consumers;
- **Global & Social Issues:** Driving global and social change, protecting the planet and transforming lives for the better;
- **Brand & Experience:** Transforming businesses by unlocking existing and new growth opportunities; and
- **Sponsorship & Talent:** Connecting brands direct to consumers through passions and personalities.

## 6. FINANCIAL EFFECTS OF THE ACQUISITION

### 6.1 *Financial position of the Enlarged Group*

Completion of the Acquisition would result in the earnings, assets and liabilities of the M&C Saatchi Group being consolidated into the earnings, assets and liabilities of the Next 15 Group. The earnings, assets and liabilities of the Next 15 Group would thereby be increased. The transaction is expected to be immediately and materially earnings enhancing, with the potential to unlock significant synergies.

### 6.2 *Financial effect of the Acquisition on M&C Saatchi Shareholders*

The following table sets out, for illustrative purposes only, and on the bases and assumptions set out in the notes below, the financial effects on the capital value and income for a holder of one M&C Saatchi Share assuming the Offer becomes unconditional in all respects. Column (A) compares the value of the number of New Next 15 Shares on the Latest Practicable Date and the amount of cash consideration to be issued or

paid (respectively) under the Offer in respect of one M&C Saatchi Share with the value of one M&C Saatchi Share on 4 January 2022 (being the last Business Day prior to ADV's announcement of its acquisition of a minority stake in M&C Saatchi). Column (b) compares the value of the number of New Next 15 Shares on 19 May 2022 (being the last Business Day prior to the Announcement) and the amount of cash consideration to be issued or paid (respectively) under the Offer in respect of the one M&C Saatchi Share with the value of one M&C Saatchi Share on 4 January 2022. In assessing the financial effects of the Offer, no account has been taken of any potential liability to taxation of a M&C Saatchi Shareholder.

	Note	(A)	(B)
(a) <i>Effect on capital value under the terms of the Offer</i>			
Value of 0.1637 New Next 15 Shares		149.0p <sup>1</sup>	207.2p <sup>2</sup>
Cash consideration		40.0p	40.0p
<b>Total value of consideration in respect of one M&amp;C Saatchi Share</b>		189.0p	247.2p
Less: market value of one M&C Saatchi Share on 4 January 2022	<sup>3</sup>	167.5p	167.5p
Increase in capital value		21.5p	79.7p
Percentage increase in capital value		12.8%	47.6%
(b) <i>Effect on gross income under the terms of the Offer</i>			
Gross annual dividend income from 0.1637 New Next 15 Shares	<sup>4</sup>	1.96p	
Gross income from re-investment of cash consideration	<sup>5</sup>	1.00p	
<b>Total gross income in respect of consideration for one M&amp;C Saatchi Share</b>		2.96p	
Less: Gross annual dividend income from one M&C Saatchi Share	<sup>6</sup>	0.0p	
Increase/(decrease) in gross income		2.96p	
Percentage increase/(decrease) in gross income	<sup>7</sup>	n/a	

<sup>1</sup> Based on a value of 910.0 pence for each New Next 15 Share (being the Closing Price per Next 15 Share on the Latest Practicable Date).

<sup>2</sup> Based on a value of 1,266.0 pence for each New Next 15 Share (being the Closing Price per Next 15 Share on the last Business Day prior to the Announcement Date).

<sup>3</sup> Based on the Closing Price of 167.5 pence per M&C Saatchi Share on 4 January 2022 (being the last Business Day prior to the Announcement Date).

<sup>4</sup> The gross dividend income from 0.1637 New Next 15 Shares is based on the aggregate gross dividends of 12.0 pence per New Next 15 Share in respect of the financial year ended 31 January 2022. Historical dividend income is no guide to future dividend income and is used in this table for illustrative purposes only.

<sup>5</sup> The income on the cash portion of the consideration has been calculated on the assumption that such cash is re-invested for a period of 12 months to yield approximately 2.50 per cent. per annum, being the yield shown by UK Gilts of ten year maturities on the Latest Practicable Date as published in the Financial Times.

<sup>6</sup> M&C Saatchi paid no dividends in respect of the period to 31 December 2021.

<sup>7</sup> In assessing the financial effects of receiving New Next 15 Shares, no account has been taken of any potential taxation liability of a M&C Saatchi Shareholder or of any timing differences in the payment of dividends.

Nothing in this paragraph 6.2 shall be construed as a profit forecast or be interpreted to mean that the future earnings per share, profits, margins or cash flows of Next 15 will necessarily be greater or less than the historical published earnings per share, profits, margins or cash flows of Next 15.

### 6.3 Effect of the Acquisition on participants in the M&C Saatchi Share Scheme

Participants in the M&C Saatchi Share Scheme will be contacted regarding the effect of the Acquisition on their rights under this scheme and provided with further details concerning the proposals which will be made to them in due course. Details of the proposals will be set out in separate letters to be sent to participants in the M&C Saatchi Share Scheme.

### 6.4 Effect of the Acquisition on participants in M&C Saatchi Put Option Schemes

M&C Saatchi has historically backed entrepreneurial management with minority shareholdings in the businesses in which they work as a retention device and a driver of value. M&C Saatchi's agreements with management shareholders lead to M&C Saatchi buying back the minority shareholdings over time, with

value dependant on performance. This strategy to motivate entrepreneurial management with minority stakes has proven successful in the past.

Typically, after a specified initial holding period, the relevant management shareholders are entitled to put their equity on to M&C Saatchi in one tranche or in a series of tranches. If a management shareholder does not put any equity onto M&C Saatchi during any financial period in which he or she is entitled to do so, that equity may be put onto M&C Saatchi, together with any other equity he or she is entitled to put onto M&C Saatchi, in subsequent financial periods. The ability of management shareholders to put all of their equity onto M&C Saatchi will, in some cases, be subject to the satisfaction of specified business continuity conditions. The right for management shareholders to put equity onto M&C Saatchi is referred to as a “Put Option” and the arrangements by which the Put Option rights are conferred are referred to as the ‘M&C Saatchi Put Option Schemes’.

The price to be paid by M&C Saatchi for minority shareholdings under the M&C Saatchi Put Option Schemes is to be determined by reference to a formula, the formula being linked to, amongst other things, the financial performance of the relevant business unit and a multiple linked to M&C Saatchi’s price earnings’ ratio (as adjusted) from time to time. A small number of the management shareholder arrangements specify that the consideration to be paid for the acquisition of the minority shareholdings will be settled in M&C Saatchi Shares. The majority of the arrangements provide for the consideration to be settled either in M&C Saatchi Shares or cash. The publicly stated intention of the M&C Saatchi Directors has been that M&C Saatchi will seek to acquire these minority shareholdings when the relevant options are exercised for cash rather than through the issue of M&C Saatchi Shares.

In the event of the Acquisition completing, under some of the M&C Saatchi Put Option Schemes the price to be paid to management shareholders for their shareholdings in the businesses in which they work would thereafter be determined by reference to, amongst other things, the financial performance of the relevant business unit and a multiple linked to Next 15’s price earnings’ ratio (as adjusted) from time to time. As a pre-condition to proceeding with the Next 15 Offer, Next 15 requested that management shareholders agree, conditionally upon the Acquisition completing, to fix the multiple to be used in determining the price to be paid for their shareholdings rather than have the multiple vary by reference to Next 15’s price earnings’ ratio (as adjusted) from time to time. A substantial proportion of management shareholders agreed to do so and have entered into an agreement to that effect with M&C Saatchi.

Most of the Put Options under the M&C Saatchi Put Option Schemes are exercisable once a year for a limited period following publication of the parent company’s results. However, in the event of Next 15 acquiring control of M&C Saatchi, Put Options under a limited number of the M&C Saatchi Put Option Schemes will become exercisable. Participants in the relevant M&C Saatchi Put Option Schemes will be contacted regarding the effect of the Acquisition on their rights under those M&C Saatchi Put Option Schemes and provided with further details concerning the proposals which will be made to them in due course.

## 7. M&C SAATCHI FINANCIAL AND TRADING PROSPECTS

Information with respect to M&C Saatchi’s current trading and prospects is set out in paragraph 6 of Part 1 (*Letter from the Chairman of M&C Saatchi plc*) of this document.

## 8. FINANCING OF THE ACQUISITION

If the Scheme becomes Effective, it will result (assuming that the maximum number of Next 15 Shares are issued pursuant to the Scheme and that no options or awards under the M&C Saatchi Share Scheme and M&C Saatchi Put Option Schemes are exercised prior to the Court’s sanction of the Scheme), in 20,243,569 New Next 15 Shares being issued in connection with the Acquisition, and a total cash consideration of approximately £49.5 million being paid.

Next 15 is providing the cash consideration payable under the Acquisition partly through an increase in its existing banking facilities and partly through its existing cash resources. The cash consideration payable under the Acquisition is approximately £49.5 million on a fully diluted basis. Next 15 has entered into an amendment and restatement agreement, amending and restating an existing facility agreement with its current banks, HSBC and Bank of Ireland on 20 May 2022 (the existing facility agreement as amended and restated being the “**Restated Facilities Agreement**”). The total amount available under the Restated Facilities Agreement is £150 million, an increase of £70 million. As at 31 January 2022, Next 15 had net cash of £35.7 million and as at 31 December 2021, M&C Saatchi had net cash of £34.4 million.

**In accordance with Rule 24.8 of the Takeover Code, Smith Square Partners, in its capacity as financial adviser to Next 15, is satisfied that sufficient resources are available to Next 15 to enable it to satisfy, in full, the cash portion of the Consideration payable to M&C Saatchi Shareholders pursuant to the terms of the Acquisition.**

Further information in respect of the Restated Facilities Agreement and these financing arrangements are included at paragraph 7.2.2 of Part 5 (*Additional Information*) of this document.

## **9. THE EFFECT OF THE ACQUISITION ON THE M&C SAATCHI DIRECTORS**

The names of the M&C Saatchi Directors and the details of their interests in the share capital of M&C Saatchi are set out in paragraph 5.2 of Part 5 (*Additional Information*) of this document.

Particulars of the service contracts and letters of appointment of the M&C Saatchi Directors are set out in paragraph 6 of Part 5 (*Additional Information*) of this document.

Moray MacLennan, CEO of M&C Saatchi, is a participant in the M&C Saatchi Share Scheme and paragraph 6.3 above will apply to his interests in such scheme in the same manner as in the case of other participants in the M&C Saatchi Share Scheme.

Save as disclosed in this document, the effect of the Scheme on such interests of the M&C Saatchi Directors does not differ from its effect on the like interests of any other person.

## **10. OFFER-RELATED AGREEMENTS**

Summaries of the offer-related agreements are set out in Part 5 (*Additional Information*) of this document. These agreements have been published on M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) and Next 15's website at [www.next15.com](http://www.next15.com).

## **11. THE SCHEME, THE M&C SAATCHI MEETINGS AND THE CONDITIONS**

### ***11.1 Structure of the Scheme***

Next 15 proposes that the Acquisition be implemented by means of a Court-sanctioned scheme of arrangement between M&C Saatchi and Scheme Shareholders, made under Part 26 of the Companies Act. Although the M&C Saatchi Directors are no longer recommending the Next 15 Offer, as previously noted, the M&C Saatchi Directors have agreed to put the Scheme to M&C Saatchi Shareholders for consideration alongside the ADV Offer. Next 15 reserves the right to implement the Acquisition by way of a Takeover Offer, subject to the Panel's consent and the terms of the Cooperation Agreement.

The purpose of the Scheme is to provide for Next 15 to become the owner of the entire issued and to be issued ordinary share capital of M&C Saatchi. Following the Scheme becoming Effective, the Scheme Shares will be transferred to Next 15, in consideration for which Scheme Shareholders whose names appear on the register of members of M&C Saatchi at the Scheme Record Time will be paid the Consideration on the basis set out in paragraph 2 above.

M&C Saatchi Shares issued after the Scheme Record Time will not be subject to the Scheme. Accordingly, it is proposed that the M&C Saatchi Articles be amended so that M&C Saatchi Shares issued after the Scheme Record Time other than to Next 15 will automatically be acquired by Next 15 on the same terms as under the Scheme.

To become Effective, the Scheme requires, among other things, the approval of a majority in number, representing not less than 75 per cent. in value of the Scheme Shares held by Scheme Shareholders present and voting (whether in person or by proxy) at the M&C Saatchi Court Meeting, which has been convened by an order of the Court, the passing of the Special Resolution at the M&C Saatchi General Meeting and the sanction of the Scheme by the Court.

The Conditions in paragraphs 2 and 3 of Section A of Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document provide, amongst other things, that the Scheme will lapse if the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting are not held on or before 10 September 2022, being the 22nd day after the expected date of the M&C Saatchi Court Meeting and M&C Saatchi General Meeting (or such later date as may be agreed between Next 15 and M&C Saatchi with the consent of the Panel (and that the Court may approve if required)).

The Acquisition and the Scheme is also subject to the other terms and Conditions set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, including

certain competition and regulatory approvals (including UK CMA merger control approval, and regulatory approvals under the UK NSIA, the US CFIUS regime and the Australian foreign investment regulatory framework, to the extent required) being obtained.

If the necessary approvals from M&C Saatchi Shareholders are obtained and the other Conditions have been satisfied or (where applicable) waived and the Scheme has been approved by the Court, the Scheme will become Effective only upon a copy of the Scheme Court Order being delivered to the Registrar of Companies. Subject to the satisfaction or (where applicable) waiver of the Conditions, the Scheme is expected to become Effective during the early part of the fourth quarter of 2022.

Any adjournment of a M&C Saatchi Meeting or the Scheme Court Hearing, or a decision by M&C Saatchi to propose such an adjournment, will be announced promptly by M&C Saatchi through a Regulatory Information Service. If the M&C Saatchi Meeting or hearing is adjourned to a specified date, the announcement will set out the relevant details of the adjourned M&C Saatchi Meeting or hearing. If no such date is specified the adjourned date will be announced separately.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the M&C Saatchi Court Meeting or the M&C Saatchi General Meeting (and, if they attended and voted, whether or not they voted in favour).

If the Scheme has not become Effective on or before 11.59 p.m. on the Long Stop Date, the Scheme will not be implemented and the Acquisition will not proceed.

The Scheme is governed by English law and is subject to the jurisdiction of the Courts of England and Wales. The Scheme is subject to the applicable requirements of the Takeover Code, the Panel, the AIM Rules and the London Stock Exchange.

Further details of the M&C Saatchi Meetings and the Conditions are set out in paragraphs 11.2 and 11.5 below.

### ***11.2 The M&C Saatchi Shareholder approvals***

In order for the Scheme to become effective it will require the approval of the Scheme Shareholders at the M&C Saatchi Court Meeting to be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF at 10.00 a.m. on 19 August 2022.

The Scheme will also require the approval of M&C Saatchi Shareholders of the Special Resolution at the M&C Saatchi General Meeting to be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF at 10.30 a.m. on 19 August 2022 (or as soon thereafter as the M&C Saatchi Court Meeting has concluded or been adjourned).

Any changes to the arrangements for the M&C Saatchi Court Meeting and the M&C Saatchi General Meeting will be communicated to Scheme Shareholders and M&C Saatchi Shareholders before the M&C Saatchi Meetings, including through M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) and by announcement through a Regulatory Information Service. Scheme Shareholders and M&C Saatchi Shareholders should continue to monitor M&C Saatchi's website and exchange news services for any updates.

Notices of the M&C Saatchi Meetings are set out in Part 11 (*Notice of M&C Saatchi Court Meeting*) and Part 12 (*Notice of General Meeting*) of this document.

Whether or not you vote in favour of the resolutions to be proposed at the M&C Saatchi Meetings, if the Scheme becomes Effective, your Scheme Shares will be transferred to Next 15 and you will receive the Consideration due under the terms of the Acquisition.

As soon as practicable and, in any event, by no later than 8.00 a.m. on the Business Day following the M&C Saatchi Meetings, M&C Saatchi will make an announcement through a Regulatory Information Service stating whether or not the resolutions put to the M&C Saatchi Shareholders at the M&C Saatchi Meetings were passed by the requisite majorities (and, if not, whether or not the Scheme has lapsed) and giving voting results in relation to the M&C Saatchi Meetings.

#### ***11.2.1 M&C Saatchi Court Meeting***

The M&C Saatchi Court Meeting is being held at the direction of the Court and has been convened to enable the Scheme Shareholders to consider and, if thought fit, approve the Scheme. At the M&C Saatchi Court Meeting, voting will be by poll.

The approval required at the M&C Saatchi Court Meeting is the approval of a majority in number of the Scheme Shareholders present and voting (and entitled to vote), whether in person or by proxy at the M&C Saatchi Court Meeting (or any adjournment thereof), representing not less than 75 per cent. in value of the Scheme Shares held by such Scheme Shareholders.

It is important that, for the M&C Saatchi Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholder opinion. Therefore, whether or not you intend to attend the M&C Saatchi Court Meeting and/or the M&C Saatchi General Meeting, you are strongly encouraged to complete, sign and return your Forms of Proxy or transmit a proxy instruction (either electronically or through CREST) as soon as possible.

A PINK Form of Proxy for the M&C Saatchi Court Meeting not lodged at the relevant time may be emailed to [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) at any time prior to the commencement of the M&C Saatchi Court Meeting, or presented in person to the Chairman of the M&C Saatchi Court Meeting or the relevant representative of Computershare at the M&C Saatchi Court Meeting at any time prior to the commencement of the M&C Saatchi Court Meeting.

#### *11.2.2 M&C Saatchi General Meeting*

The M&C Saatchi General Meeting has been convened to enable all M&C Saatchi Shareholders to consider and, if thought fit, approve the Special Resolution to approve:

- the authorisation of the M&C Saatchi Directors to effect the Scheme;
- certain amendments to the M&C Saatchi Articles (as described below); and
- subject to the Scheme becoming Effective, the re-registration of M&C Saatchi as a private limited company.

Voting on the Special Resolution will be by way of a poll. The Special Resolution will require votes in favour of not less than 75 per cent. of the votes cast by M&C Saatchi Shareholders voting either in person or by proxy on the Special Resolution at the M&C Saatchi General Meeting in order to be passed. YELLOW Forms of Proxy may not be handed in after the deadline stated in the Form of Proxy.

The Special Resolution, if passed, will authorise certain amendments to the M&C Saatchi Articles required in connection with the Scheme. The proposed amendments will provide, amongst other things, that subject to the implementation of the Scheme, any M&C Saatchi Shares which are issued after the M&C Saatchi General Meeting but prior to the Scheme Record Time will be subject to and bound by the Scheme. Any M&C Saatchi Shares issued on the vesting and/or exercise of awards under the M&C Saatchi Share Scheme or to be allotted and issued under the M&C Saatchi Put Option Schemes, or otherwise, after the Scheme Record Time will not be subject to the Scheme. Accordingly, it is also proposed that any M&C Saatchi Shares issued to any person, but excluding the issuance of M&C Saatchi Shares pursuant to the M&C Saatchi Put Option Schemes after the Effective Date (other than Next 15 or its nominee(s)) on or after the Scheme Record Time will be immediately transferred to Next 15 for consideration equal to the consideration per M&C Saatchi Share to which such person would have been entitled had such M&C Saatchi Shares been Scheme Shares. This will avoid any person (other than Next 15 or its nominee(s)) being left with M&C Saatchi Shares after the cancellation of the admission of M&C Saatchi Shares to trading on AIM, which is expected to occur by 8.00 a.m. on the Business Day following the Effective Date.

The proposed changes to the M&C Saatchi Articles are contained in the notice of the M&C Saatchi General Meeting set out in Part 12 (*Notice of General Meeting*) of this document.

#### *11.2.3 Entitlement to vote at the M&C Saatchi Meetings*

Each holder of Scheme Shares whose name appears on the register of members of M&C Saatchi at the Voting Record Time will be entitled to attend and vote at the M&C Saatchi Court Meeting and will be entitled to one vote for each Scheme Share held at such time. Each holder of M&C Saatchi Shares whose name appears on the register of members of M&C Saatchi at the Voting Record Time will be entitled to attend and vote at the M&C Saatchi General Meeting and will be entitled to one vote for each M&C Saatchi Share held at such time.

Each M&C Saatchi Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him or her. A proxy need not be a M&C Saatchi Shareholder.

Please see paragraph 12 of this Part 2 (*Explanatory Statement*) for further information on actions to be taken in order to vote at the M&C Saatchi Meetings and to appoint proxies.

### **11.3 Sanction of the Scheme by the Court**

If the resolutions are passed at the M&C Saatchi Meetings, and the other Conditions are satisfied or, where applicable, waived, the Scheme will also require the sanction of the Court. The Scheme Court Hearing is expected to be held early in the fourth quarter of 2022, subject to prior receipt of regulatory clearances.

As soon as possible following the Scheme Court Hearing, M&C Saatchi will make an announcement through a Regulatory Information Service stating the decision of the Court and details of whether the Scheme will proceed or has lapsed.

All Scheme Shareholders are entitled to attend the Scheme Court Hearing or to be represented by Counsel to support or oppose the sanctioning of the Scheme. Depending on the date of the Scheme Court Hearing, this right may be subject to HM Government instructions relating to COVID-19 and any guidelines issued by the Court. M&C Saatchi will give notice of any change(s) by issuing an announcement through a Regulatory Information Service.

Next 15 will undertake to the Court to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

### **11.4 Next 15 Shareholder approval**

Next 15 will be required to seek the approval of Next 15 Shareholders to issue the New Next 15 Shares at the Next 15 General Meeting. The Acquisition is conditional on, among other things, the Next 15 Resolution being passed by the requisite majority of Next 15 Shareholders at the Next 15 General Meeting.

Next 15 is required to prepare and send to its shareholders, as soon as is reasonably practicable, an explanatory circular summarising the background to and reasons for the Acquisition, and publish a notice convening the Next 15 General Meeting in connection with the issue of the New Next 15 Shares.

Accordingly, Next 15 has prepared the Next 15 Circular which contains a notice convening the Next 15 General Meeting and information relating to, amongst other things, the number of New Next 15 Shares to be issued. The Acquisition is conditional on, amongst other things, the Next 15 Resolution being passed by the requisite majority of the votes attaching to the Next 15 Shares held by Next 15 Shareholders present or represented at the Next 15 General Meeting.

The Next 15 Directors are recommending unanimously that Next 15 Shareholders vote in favour of the Next 15 Resolution at the Next 15 General Meeting.

The Board of Next 15 has received financial advice from Smith Square Partners in relation to the Acquisition. In providing its advice, Smith Square Partners has relied upon the commercial assessments of the Board of Next 15.

The Next 15 General Meeting has been convened for 10.00 a.m. on 19 August 2022 2022, which is the same date as the scheduled date for the M&C Saatchi Meetings.

### **11.5 Conditions**

The Conditions to the Acquisition and the Scheme are set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document. The Acquisition is conditional upon the Scheme becoming unconditional and Effective, subject to the Takeover Code, on or before 11.59 p.m. on the Long Stop Date. In summary, the Scheme is conditional, amongst other things, upon:

- the approval of the Scheme by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) present and voting (and entitled to vote), whether in person or by proxy at the M&C Saatchi Court Meeting (or any adjournment thereof) and at any separate class meeting which may be required by the Court (or any adjournment thereof);
- such M&C Saatchi Court Meeting being held on or before 10 September 2022, being the 22nd day after the expected date of the M&C Saatchi Court Meeting (or such later date as may be agreed between Next 15 and M&C Saatchi with the consent of the Panel (and that the Court may approve if required));

- the Special Resolution as set out in the notice of the M&C Saatchi General Meeting (being duly passed by at least 75 per cent. of the votes cast at the M&C Saatchi General Meeting (or at any adjournment thereof));
- such M&C Saatchi General Meeting, or any adjournment of such meeting, being held on or before 10 September 2022, being the 22nd day after the expected date of the M&C Saatchi General Meeting (or such later date as may be agreed between Next 15 and M&C Saatchi with the consent of the Panel);
- the Next 15 Resolution having been passed by the requisite majority of Next 15 Shareholders at the Next 15 General Meeting;
- certain competition and regulatory approvals (including UK CMA merger control approval, and regulatory approvals under the UK NSIA, the US CFIUS regime and the Australian foreign investment regulatory framework, to the extent required) being obtained;
- the sanction of the Scheme with or without modification (but subject to any such modification being acceptable to Next 15 and M&C Saatchi) by the Court; and
- the delivery of a copy of the Scheme Court Order to the Registrar of Companies.

The Scheme can only become Effective if all Conditions, including those described above, have been satisfied or, if capable of waiver, waived. If the Condition that the Scheme must become unconditional and Effective on or before 11.59 p.m. on the Long Stop Date or any Condition referred to in paragraphs 2 and 3 of Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, is not capable of being satisfied by the date specified therein, Next 15 shall make an announcement through a Regulatory Information Service as soon as practicable and, in any event, by not later than 8.00 a.m. on the Business Day following the date so specified, stating whether Next 15 has invoked that Condition, waived that Condition or, with the agreement of M&C Saatchi, specified a new date by which that Condition must be satisfied.

Next 15 may not invoke a Condition so as to cause the Scheme not to proceed unless the circumstances which give rise to the right to invoke the Condition are of material significance to Next 15 in the context of the Acquisition. The Conditions relating to the passing of the resolutions to approve and implement the Acquisition to be proposed at the M&C Saatchi Meetings, the sanction of the Scheme by the Court, the passing of the Next 15 Resolution at the Next 15 General Meeting and Admission, amongst others, are not subject to this requirement.

#### **11.6 Effective Date**

The Scheme will become Effective upon the delivery of the Scheme Court Order to the Registrar of Companies.

As soon as practicable on the Effective Date, M&C Saatchi or Next 15 will make an announcement through a Regulatory Information Service stating that the Scheme has become Effective.

**If the Scheme becomes Effective, it will be binding on all M&C Saatchi Shareholders, irrespective of whether or not they attended or voted at the M&C Saatchi Court Meeting or the M&C Saatchi General Meeting (and, if they attended and voted, whether or not they voted in favour of the Scheme).**

If the Scheme is not Effective on or before 11.59 p.m. on the Long Stop Date the Scheme will not be implemented and the Acquisition will not proceed.

#### **11.7 Return of documents of title**

If the Scheme lapses or is withdrawn, all documents of title lodged by any M&C Saatchi Shareholder with any Form of Proxy shall be returned to such M&C Saatchi Shareholder as soon as practicable (and in any event within 14 days of such lapsing or withdrawal).

#### **11.8 Modifications, revision and switching**

The Scheme contains a provision for Next 15 and M&C Saatchi jointly to consent on behalf of all persons affected to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or additions to, or impose a condition to the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any modification, addition or condition. It would be a matter for the Court to decide, in

its discretion, whether or not a further meeting of Scheme Shareholders should be held in such circumstances. Similarly, if a modification, addition or condition is put forward which, in the opinion of the M&C Saatchi Directors, is of such a nature or importance as to require the consent of Scheme Shareholders at a further meeting, the M&C Saatchi Directors will not take the necessary steps to make the Scheme Effective unless and until such consent is obtained.

Next 15 reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme (subject to the Panel's consent and the terms of the Cooperation Agreement). In such event, the Acquisition will be implemented on the same terms, subject to appropriate amendments, including (without limitation and subject to the consent of the Panel) the inclusion of an acceptance condition that is set at 90 per cent. (or such lesser percentage as Next 15 may decide after, to the extent necessary, consultation with the Panel), being in any case more than 50 per cent. of the M&C Saatchi Shares. Further, if sufficient acceptances of such Offer are received and/or sufficient M&C Saatchi Shares are otherwise acquired, it would be the intention of Next 15 to apply the provisions of the Companies Act to acquire compulsorily any outstanding M&C Saatchi Shares to which such Offer relates. The Panel will determine the offer timetable that will apply following any switch to a Takeover Offer to which it consents. Next 15 must announce a switch to a Takeover Offer through a Regulatory Information Service. Any such announcement must include:

- details of all changes in terms and conditions of the Acquisition;
- details of any material changes to other details of the Acquisition;
- an explanation of the offer timetable following the switch to a Takeover Offer; and
- an explanation of whether irrevocable undertakings or letters of intent will remain valid following the switch to a Takeover Offer.

Any modification or revision to the Scheme should normally be made no later than the date which is 14 days prior to the date of the M&C Saatchi Meetings (or any later date to which the M&C Saatchi Meetings are adjourned). The consent of the Panel must be obtained if it is proposed to revise the Scheme less than 14 days prior to the date of the M&C Saatchi Meetings (or any later date to which the M&C Saatchi Meetings are adjourned) or (ii) following the M&C Saatchi Meetings.

### **11.9 The New Next 15 Shares**

The New Next 15 Shares issued to Scheme Shareholders pursuant to the Scheme will be issued credited as fully paid and will rank *pari passu* in all respects with existing Next 15 Shares, including the right to receive dividends and other distributions declared, made or paid on Next 15 Shares by reference to a record date falling after the Effective Date. The New Next 15 Shares will be issued in registered form and will trade under the same ISIN number as the existing Next 15 Shares (being GB0030026057).

Further details of the rights attaching to the New Next 15 Shares are set out in Part 9 (*Description of the Next 15 Shares*) of this document, and in the Next 15 Circular, which has been prepared by Next 15 and is the sole responsibility of the directors of Next 15 (as named therein) and may be accessed free of charge at Next 15's website at [www.next15.com](http://www.next15.com) and M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) (in both cases, subject to any restrictions relating to any person with a registered address in or who is a citizen, resident or national of certain jurisdictions).

### **11.10 Amendment to the M&C Saatchi Articles**

The Special Resolution to be proposed at the M&C Saatchi General Meeting contains provisions to amend the M&C Saatchi Articles to ensure that any M&C Saatchi Shares issued (other than to Next 15, its nominees or any member of the Next 15 Group) after the Scheme Record Time, excluding the issuance of M&C Saatchi Shares to satisfy awards or options under the M&C Saatchi Put Option Schemes, will automatically be acquired by Next 15 on the same terms (other than terms as to timings and formalities) as under the Scheme. These provisions will avoid any person (other than a member of the Next 15 Group) holding M&C Saatchi Shares after dealings in such shares have ceased on the London Stock Exchange. Paragraph (b) of the Special Resolution set out in the notice of the M&C Saatchi General Meeting in Part 12 (*Notice of General Meeting*) of this document seeks the approval of M&C Saatchi Shareholders for such amendment.

## **12. ACTION TO BE TAKEN**

Notices of the M&C Saatchi Meetings are set out in Part 11 (*Notice of M&C Saatchi Court Meeting*) and Part 12 (*Notice of General Meeting*) of this document.

### **Please check you have received with this document:**

- a PINK Form of Proxy for use at the M&C Saatchi Court Meeting;
- a YELLOW Form of Proxy for use at the M&C Saatchi General Meeting; and
- a reply-paid envelope for use in the United Kingdom.

If you have not received these documents, please contact Computershare on the helpline, details of which are set out on page 11 of this document.

Therefore, whether or not you intend to attend the M&C Saatchi Court Meeting and/or the M&C Saatchi General Meeting, please complete the enclosed Forms of Proxy in accordance with the instructions printed on them and return them to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom as soon as possible and, in any event, so as to be received by no later than:

- **10.00 a.m. on 17 August 2022 in the case of the PINK Form of Proxy for the M&C Saatchi Court Meeting; and**
- **10.30 a.m. on 17 August 2022 in the case of the YELLOW Form of Proxy for the M&C Saatchi General Meeting,**

(or in the case of any adjournment, not later than 48 hours before the time fixed for the adjourned M&C Saatchi Meeting. Non-working days shall not be taken into account for the purposes of calculating the deadline for returning Forms of Proxy for any adjourned M&C Saatchi Meeting.) A reply-paid envelope is provided for use in the United Kingdom only. Forms of Proxy returned by fax will not be accepted.

If the PINK Form of Proxy for use at the M&C Saatchi Court Meeting is not received by Computershare by the above time, it may be emailed to [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) at any time prior to the commencement of the M&C Saatchi Court Meeting, or presented in person to the Chairman of the M&C Saatchi Court Meeting or the relevant representative of Computershare at the M&C Saatchi Court Meeting at any time prior to the commencement of the M&C Saatchi Court Meeting. However, if the YELLOW Form of Proxy for the M&C Saatchi General Meeting is not received by Computershare by 10.30 a.m. on 17 August 2022, it will be invalid.

### ***Electronic appointment of proxies through CREST***

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the M&C Saatchi Court Meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer’s agent (ID 3RA50) by no later than 10.00 a.m. on 17 August 2022 in the case of the M&C Saatchi Court Meeting and 10.30 a.m. on 17 August 2022 in the case of the M&C Saatchi General Meeting (or, in the case of an adjourned M&C Saatchi Meeting, not less than 48 hours prior to the time and date set for the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day)). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer’s agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that CREST does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

M&C Saatchi may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

#### *Online appointment of proxies*

You can submit your proxy vote electronically by logging on to the website of <http://www.investorcentre.co.uk>. If you have not yet registered, select "Register an Account" then enter your surname, Investor Code, Postcode and an email address. Create a password and click "Register" to proceed. You will be able to vote immediately by selecting "Proxy Voting" from the menu. Full details of the procedure to be followed to appoint a proxy electronically are given on the website. Further information is also included in the instructions included on the Forms of Proxy. Proxies submitted via the website referred to above must be received no later than 10.00 a.m. on 17 August 2022 in the case of the M&C Saatchi Court Meeting and 10.30 a.m. on 17 August 2022 in the case of the M&C Saatchi General Meeting (or, in the case of an adjourned M&C Saatchi Meeting, not less than 48 hours prior to the time and date set for the adjourned M&C Saatchi Meeting (excluding any part of a day that is not a working day)).

Completing and returning the Forms of Proxy, completing and transmitting a CREST Proxy Instruction or appointing a proxy electronically will not prevent you from attending and voting in person at either M&C Saatchi Meeting, or any adjournment of either M&C Saatchi Meeting, if you so wish and are so entitled.

**IT IS IMPORTANT THAT, FOR THE M&C SAATCHI COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. THEREFORE, WHETHER OR NOT YOU INTEND TO ATTEND THE M&C SAATCHI COURT MEETING AND/OR THE M&C SAATCHI GENERAL MEETING, YOU ARE STRONGLY ENCOURAGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR TRANSMIT A PROXY INSTRUCTION (EITHER ELECTRONICALLY OR THROUGH CREST) AS SOON AS POSSIBLE AND, IN ANY EVENT, BY NO LATER THAN 10.00 A.M. ON 17 AUGUST 2022 IN THE CASE OF THE M&C SAATCHI COURT MEETING AND BY 10.30 A.M. ON 17 AUGUST 2022 IN THE CASE OF THE M&C SAATCHI GENERAL MEETING (OR IN THE CASE OF ANY ADJOURNMENT, NOT LATER THAN 48 HOURS BEFORE THE TIME FIXED FOR THE HOLDING OF THE ADJOURNED M&C SAATCHI MEETING. NON-WORKING DAYS SHALL NOT BE TAKEN INTO ACCOUNT FOR THE PURPOSES OF CALCULATING THE DEADLINE FOR RETURNING FORMS OF PROXY FOR ANY ADJOURNED M&C SAATCHI MEETING).**

#### *Restricted Overseas Holders*

The availability of New Next 15 Shares under the Acquisition to M&C Saatchi Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Further details are set out in paragraph 18 of Part 2 (*Explanatory Statement*) of this document.

If you have not received these documents or have any other queries, please contact Computershare on 0370 889 4044 from within the UK or on +44 (0)370 889 4044 if calling from outside the UK. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### **13. SETTLEMENT AND SHARE CERTIFICATES**

Subject to the Scheme becoming Effective, settlement of the Consideration to which any Scheme Shareholder is entitled under the Scheme will be effected within 14 days of the Effective Date in the manner set out below.

Except with the consent of the Panel or as provided by the terms of the Scheme or as set out in the communications containing the proposals made to participants in the M&C Saatchi Share Scheme or M&C Saatchi Put Option Schemes in accordance with Rule 15 of the Takeover Code or other communications to participants in the M&C Saatchi Share Scheme or M&C Saatchi Put Option Schemes, settlement of Consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Next 15 may otherwise be, or claim to be, entitled against such Scheme Shareholder.

#### ***13.1 Where Scheme Shares are held in uncertificated form (that is, in CREST)***

##### ***13.1.1 New Next 15 Share component of the Consideration***

The Next 15 Directors will apply for the New Next 15 Shares to be admitted to CREST, so that settlement of transactions in New Next 15 Shares following Admission can take place in uncertificated form within the CREST system. For Scheme Shareholders who held their Scheme Shares in uncertificated form at the Scheme Record Time, New Next 15 Shares to which the Scheme Shareholder is entitled will be issued in uncertificated form through CREST. The ISIN number for the New Next 15 Shares will be the same ISIN number as the existing Next 15 Shares.

Next 15 will procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with the applicable number of New Next 15 Shares as soon as possible after 8.00 a.m. on the date of Admission and in any event within 14 days of the Effective Date (or such later date as the Panel may agree). Scheme Shares held in uncertificated form will be disabled in CREST from the Scheme Record Time.

If M&C Saatchi or Next 15 reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Holder, Next 15 may at its discretion determine that either (i) such Restricted Overseas Holder shall not have allotted or issued to him New Next 15 Shares and that the New Next 15 Shares which would otherwise have been attributable to such Restricted Overseas Holder under the terms of the Acquisition shall be sold in the market and the cash proceeds of such sale forwarded to such Restricted Overseas Holder or (ii) the New Next 15 Shares shall be issued to such Restricted Overseas Holder (or a nominee appointed by Next 15 on behalf of such Restricted Overseas Holder) but shall be sold in the market on his behalf and the cash proceeds of such sale forwarded to the relevant Restricted Overseas Holder (in each case after deduction of broking fees and other sale costs and expenses).

##### ***13.1.2 Cash Consideration component of the Consideration***

Any cash consideration due under the Acquisition to Scheme Shareholders who hold their Scheme Shares in uncertificated form at the Scheme Record Time (including in respect of cash sums due in respect of fractional entitlement to New Next 15 Shares) will be made by Next 15 procuring that Euroclear is instructed to create an assured payment obligation in favour of the relevant Scheme Shareholder's payment bank in accordance with the CREST assured payment arrangements within 14 days of the Effective Date (or such later date as the Panel may agree).

Next 15 reserves the right to issue New Next 15 Shares, and pay cash, to any or all Scheme Shareholders who hold their Scheme Shares in uncertificated form at the Scheme Record Time in the manner referred to below if, for any reason, it wishes to do so or, for reasons outside its reasonable control, it is not able to effect settlement within the CREST system.

#### ***13.2 Consideration where Scheme Shares are held in certificated form (that is, not in CREST)***

##### ***13.2.1 New Next 15 Share component of the Consideration***

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, certificates in respect of New Next 15 Shares will be despatched in certificated form as soon as practicable after the Effective Date, and, in any event no later than 14 days thereafter by first class post (or international standard post if overseas) to such Scheme Shareholders at the addresses

appearing in the register of members of M&C Saatchi at the Scheme Record Time or, in the case of joint holders, to the holder whose name appears first in such register in respect of the joint holding concerned or in accordance with any special instructions regarding payment.

If M&C Saatchi or Next 15 reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Holder, Next 15 may at its discretion determine that either (i) such Restricted Overseas Holder shall not have allotted or issued to him New Next 15 Shares and that the New Next 15 Shares which would otherwise have been attributable to such Restricted Overseas Holder under the terms of the Acquisition shall be sold in the market and the cash proceeds of such sale forwarded to such Restricted Overseas Holder or (ii) the New Next 15 Shares shall be issued to such Restricted Overseas Holder (or a nominee appointed by Next 15 on behalf of such Restricted Overseas Holder) but shall be sold in the market on his behalf and the cash proceeds of such sale forwarded to the relevant Restricted Overseas Holder (in each case after deduction of broking fees and other sale costs and expenses).

#### **13.2.2 *Cash Consideration component of the Consideration***

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, except with the consent of the Panel, settlement of cash consideration and any cash sum due in respect of fractional entitlements to New Next 15 Shares to which such Scheme Shareholder is entitled will be made in pounds sterling by cheque drawn on a branch of a clearing bank in the United Kingdom.

Cheques in respect of cash consideration and any cash sum due in respect of fractional entitlements to New Next 15 Shares will be despatched by first class post (or international standard post if overseas) at the risk of the person entitled thereto. Cheques will be sent to Scheme Shareholders at the address appearing in M&C Saatchi's register of members at the Scheme Record Time or, in the case of the joint holders, to the holder whose name appears first in such register in respect of the joint holding concerned, as soon as practicable after the Effective Date and, in any event, no later than 14 days thereafter.

#### **13.3 General**

All documents and remittances sent to Scheme Shareholders in accordance with this paragraph 13 will be sent at the risk of the person entitled thereto. Save with the consent of the Panel, settlement of the Consideration to which any Scheme Shareholder is due under the Scheme will be implemented in full in accordance with the terms set out in this Explanatory Statement without regard to any lien, right of set off, counterclaim or analogous right to which Next 15 may otherwise be, or claim to be, entitled against any Scheme Shareholder.

### **14. FRACTIONAL ENTITLEMENTS**

Fractions of New Next 15 Shares will not be allotted or issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of Next 15 Shares and all fractions of New Next 15 Shares will be aggregated and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by Next 15 in due proportions to Scheme Shareholders who would otherwise have been entitled to such fractions. However, individual entitlements to amounts of less than £3.00 will not be paid to M&C Saatchi Shareholders but will be retained for the benefit of Next 15.

### **15. CANCELLATION OF THE TRADING OF M&C SAATCHI SHARES ON AIM AND RE-REGISTRATION OF M&C SAATCHI AS A PRIVATE LIMITED COMPANY**

Prior to the Scheme becoming Effective, M&C Saatchi will make an application for the cancellation of admission to trading of the M&C Saatchi Shares on AIM, to take effect shortly after the Effective Date after the Scheme Shares have been transferred to Next 15.

The last day of dealings in M&C Saatchi Shares on AIM is expected to be the Business Day immediately prior to the Effective Date and no transfers shall be registered after 6.00 p.m. on that date.

On the Effective Date, M&C Saatchi will become a subsidiary of Next 15 and share certificates in respect of M&C Saatchi Shares will cease to be valid and should be destroyed. In addition, entitlements to M&C Saatchi Shares held within the CREST system will be cancelled on the Effective Date.

Following settlement of the Consideration to which a Scheme Shareholder is entitled under the Scheme, Scheme Shareholders will be bound on the request of M&C Saatchi either (i) to destroy such share certificates in respect of Scheme Shares; or (ii) to return such share certificates to M&C Saatchi, or to any person appointed by M&C Saatchi, for cancellation.

Upon the Scheme becoming Effective, Next 15 will acquire the M&C Saatchi Shares fully paid and free from all liens, equitable interests, charges, encumbrances and other third party rights of any nature whatsoever and together with all rights attaching to them including the right to receive and retain all dividends and distributions (if any) declared after the Effective Date.

It is also proposed that, following the Effective Date and after the cancellation of admission to trading of the M&C Saatchi Shares on AIM, M&C Saatchi will be re-registered as a private limited company. The Special Resolution to be proposed at the M&C Saatchi General Meeting includes authority for the re-registration.

## **16. ADMISSION OF AND COMMENCEMENT OF DEALINGS IN NEW NEXT 15 SHARES**

Applications will be made by Next 15 to the London Stock Exchange for the New Next 15 Shares to be issued pursuant to the Acquisition to be admitted to trading on AIM subject to, among other things, the Scheme becoming Effective. The Scheme is conditional on, among other things, the Admission Condition.

It is expected that Admission will become effective and that dealings in the New Next 15 Shares will commence at 8.00 a.m. on the Business Day immediately following the Effective Date. This date may be deferred if it is necessary to adjourn the M&C Saatchi Meetings required to approve and implement the Scheme or if there is any delay in obtaining the Court's sanction of the Scheme.

## **17. UNITED KINGDOM TAXATION**

Your attention is drawn to Part 7 (*United Kingdom Taxation*) of this document relating to United Kingdom taxation which contains a summary of limited aspects of the UK tax treatment of the Scheme. That summary does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme or of disposing of M&C Saatchi Shares. M&C Saatchi Shareholders who are in any doubt about their taxation position or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom should contact an appropriate independent professional tax adviser immediately.

## **18. OVERSEAS SHAREHOLDERS**

### ***18.1 General***

This document has been prepared for the purpose of complying with English law, the Takeover Code, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the AIM Rules and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside of England.

The release, publication or distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their M&C Saatchi Shares with respect to the Scheme at the M&C Saatchi Court Meeting, or to execute and deliver forms of proxy appointing another to vote at the M&C Saatchi Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This document has been prepared for the purpose of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Unless otherwise determined by Next 15 or required by the Takeover Code, and permitted by applicable law and regulation, the availability of New Next 15 Shares to be issued pursuant to the Acquisition to M&C Saatchi Shareholders will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other

jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any other jurisdiction where to do so would constitute a violation of the laws of that jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send such documents in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Offer may not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

If M&C Saatchi or Next 15 reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Holder, Next 15 may at its discretion determine that either: (i) such Restricted Overseas Holder shall not have allotted or issued to him New Next 15 Shares and that the New Next 15 Shares which would otherwise have been attributable to such Restricted Overseas Holder under the terms of the Acquisition shall be sold in the market and the cash proceeds of such sale forwarded to such Restricted Overseas Holder; or (ii) the New Next 15 Shares shall be issued to such Restricted Overseas Holder (or a nominee appointed by Next 15 on behalf of such Restricted Overseas Holder) but shall be sold in the market on his behalf and the cash proceeds of such sale forwarded to the relevant Restricted Overseas Holder (in each case after deduction of broking fees and other sale costs and expenses).

The availability of New Next 15 Shares pursuant to the Acquisition to M&C Saatchi Shareholders who are not resident in the United Kingdom or the ability of those persons to hold such shares may be affected by the laws or regulatory requirements of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements. M&C Saatchi Shareholders who are in doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

The Acquisition is subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the AIM Rules and the FCA.

### ***18.2 US M&C Saatchi Shareholders***

The Acquisition relates to the shares of a company incorporated in England and Wales and is proposed to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006 that will be governed by the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules. If, in the future, Next 15 exercises the right to implement the Acquisition by way of a Takeover Offer and determines to extend the Takeover Offer into the United States, the Acquisition will be made in compliance with applicable United States laws and regulations.

Financial information included in this document and other documentation related to the Acquisition has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

It may be difficult for US M&C Saatchi Shareholders to enforce their rights and any claim arising out of the US federal laws, since M&C Saatchi and Next 15 are located in a nonUS jurisdiction, and some or all of their officers and directors may be residents of a nonUS jurisdiction. US M&C Saatchi Shareholders may not be able to sue a nonUS company or its officers or directors in a nonUS court for violations of the US securities laws. Further, it may be difficult to compel a nonUS company and its affiliates to subject themselves to a US court's judgement.

The New Next 15 Shares to be issued pursuant to the Scheme have not been and will not be registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the US Securities Act and such other laws. The Acquisition is intended to be carried out under a scheme of arrangement under Part 26 of the Companies Act 2006, therefore any New

Next 15 Shares to be issued pursuant to the Scheme to M&C Saatchi Shareholders are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act, provided by Section 3(a)(10) thereof. M&C Saatchi will advise the Court that its sanctioning of the Scheme will be relied on by Next 15 as an approval of the Scheme following a hearing on its fairness to M&C Saatchi Shareholders for the purpose of qualifying for the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof with respect to the New Next 15 Shares to be issued pursuant to the Scheme. The New Next 15 Shares issued pursuant to the Scheme will not be registered under any US state securities laws and may only be issued to persons resident in a state pursuant to an exemption from the registration requirements of the securities laws of such state. M&C Saatchi Shareholders who are affiliates of Next 15 after the Scheme becomes Effective will be subject to certain US transfer restrictions relating to the New Next 15 Shares received in connection with the Scheme.

None of the securities referred to in this document has been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon or determined the adequacy or accuracy of the information contained in this document. Any representation to the contrary is a criminal offence in the United States.

The receipt of cash and New Next 15 Shares by a US M&C Saatchi Shareholder as consideration for the transfer of its M&C Saatchi Shares pursuant to the Acquisition is expected to be a taxable transaction for US federal income tax purposes. Each US M&C Saatchi Shareholder is urged to consult their own tax adviser regarding the consequences of the Acquisition applicable to such shareholder arising under applicable US federal, state and local, and non-US tax laws.

## **19. FURTHER INFORMATION**

Your attention is drawn to the full text of the Scheme as set out in Part 6 (*The Scheme of Arrangement*) of this document.

Your attention is also drawn to the other parts of this document, which are deemed to form part of this explanatory statement, including: Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*); Part 5 (*Additional Information*); Part 6 (*The Scheme of Arrangement*); Part 11 (*Notice of M&C Saatchi Court Meeting*) and Part 12 (*Notice of General Meeting*). Documents published and available for inspection are listed in paragraph 12 of Part 5 (*Additional Information*) of this document and include the Next 15 Circular.

Yours faithfully

Stuart Ord

**For and on behalf of Numis Securities Limited**

Neil Patel

**For and on behalf of Liberum Capital Limited**

## PART 3

### CONDITIONS TO AND CERTAIN FURTHER TERMS OF THE SCHEME AND THE ACQUISITION

#### Section A: Conditions to the Scheme and Acquisition

1. The Acquisition is conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11:59 p.m. on the Long Stop Date.
2. **Conditions of the Scheme**  
The Scheme is subject to the following Conditions:
  - (a) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) present and voting (and entitled to vote), whether in person or by proxy, at the M&C Saatchi Court Meeting (or at any adjournment of such meeting) and at any separate class meeting which may be required by the Court (or at any adjournment of any such meeting);
  - (b) the Special Resolution being duly passed by the requisite majority or majorities at the M&C Saatchi General Meeting or at any adjournment of that meeting;
  - (c) the M&C Saatchi Court Meeting and M&C Saatchi General Meeting being held on or before 10 September 2022, being the 22<sup>nd</sup> day after the expected date of the M&C Saatchi Meetings set out in this document (or such later date, if any, as Next 15 and M&C Saatchi may agree, with the consent of the Panel, and the Court may allow);
  - (d) the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Next 15 and M&C Saatchi);
  - (e) the Scheme Court Hearing being held on or before the 22nd day after the expected date of the Scheme Court Hearing to be announced by the Company in due course (or such later date (if any) as Next 15 and M&C Saatchi may agree (with the consent of the Panel) and the Court may approve, if such approval is required); and
  - (f) a copy of the Scheme Court Order being delivered for registration to the Registrar of Companies.
3. In addition, subject as stated in Sections B, C and D below, the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived prior to the Scheme being sanctioned by the Court:
  - (a) **Next 15 Shareholder approval**  
The passing at the Next 15 General Meeting (or at any adjournment thereof) of such resolution or resolutions as are necessary to approve, implement and effect the Acquisition including a resolution or resolutions to authorise the allotment of New Next 15 Shares pursuant to the Acquisition.
  - (b) **Admission to trading**  
The London Stock Exchange having acknowledged to Next 15 or its NOMAD (and such acknowledgement not having been withdrawn) that the New Next 15 Shares will be admitted to trading on AIM (the “**Admission Condition**”).
  - (c) **Regulatory clearances**
    - (i) The CMA:
      - (A) following a decision to open a phase 1 merger review in relation to the Acquisition, deciding, on terms reasonably satisfactory to Next 15, not to refer the Acquisition nor any matter arising from or relating to the Acquisition to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013 (a “**Phase 2 CMA Reference**”); or

- (B) as at the date on which all other Conditions (with the exception of sanction of the Scheme by the Court and registration of the Scheme Court Order pursuant to paragraphs 2(e) and 2(f) of this Part A of this Appendix 1) of the Acquisition are satisfied or waived:
  - (aa) not having requested submission of a Merger Notice or commenced a phase 1 merger review by indicating that the statutory review period in which the CMA has to decide whether to make a Phase 2 CMA Reference under section 34ZA of the Enterprise Act 2002 has begun; or
  - (bb) having responded to a briefing paper in writing that it has no further questions in relation to the Acquisition (and has not otherwise opened an inquiry, or indicated that it is still investigating whether to open an inquiry).
- (ii) Pursuant to the UK National Security and Investment Act 2021 (“**NSIA**”), a notification having been accepted by the Secretary of State for Business, Energy and Industrial Strategy (the “**Secretary of State**”) and the Secretary of State either:
  - (A) confirming that no further action will be taken in relation to the Acquisition; or
  - (B) making a final order in relation to the Acquisition on terms satisfactory to Next 15 that it is not prohibited (and to the extent relevant, any conditions or obligations contained in such an order necessary for completion of the Acquisition having been satisfied or complied with).
- (iii) If Next 15 reasonably considers it necessary, or (following full consultation with M&C Saatchi in good faith) reasonably considers it highly desirable to give notice to the Treasurer of the Commonwealth of Australia under the Foreign Acquisitions and Takeovers Act 1975 (Cth) (“**FATA**”) in respect of the Acquisition, the occurrence of one of the following events (“**FIRB Condition**”):
  - (A) Next 15 receiving a written notice under the FATA, by or on behalf of the Treasurer of the Commonwealth of Australia (or the Treasurer’s delegate) (“**Treasurer**”) stating, or to the effect that, the Treasurer does not object to the Acquisition, with the notice of no objection being either unconditional or subject only to: (i) the FIRB Tax Conditions; and/or (ii) other conditions which are reasonably acceptable to Next 15; or
  - (B) to the extent that any notification has already been made under the FATA in connection with the Acquisition:
    - (aa) the Treasurer (or the Treasurer’s delegate) having notified Next 15 in writing that the notification may be withdrawn; and
    - (bb) such notification having been withdrawn; and
    - (cc) the Acquisition being capable of completion without breaching applicable law or regulation; or
  - (C) the Treasurer becoming precluded from exercising any power to make an order under Division 2 of Part 3 of FATA in relation to the Acquisition; or
  - (D) if an interim order is made under section 68 of the FATA in respect of the Acquisition, the subsequent period for making a final order prohibiting the Acquisition elapsing without a final order being made.
- (iv) Next 15 and M&C Saatchi having submitted a joint voluntary notice of the Acquisition to the Committee on Foreign Investment in the United States (“**CFIUS**”), and having received a written notification issued by CFIUS that it has concluded its review (or, if applicable, investigation) under section 721 of the Defense Production Act of 1950 (as amended) (the “**DPA**”) and that:
  - (A) the Acquisition is not a “covered transaction” pursuant to the DPA; or
  - (B) there are no unresolved national security concerns (which may include mitigation measures reasonable to Next 15) with respect to the Acquisition and CFIUS has concluded all action.

(d) **General Third Party clearances**

- (i) Other than in respect of paragraphs 3(c)(i) to (iv) of this Part A of Appendix 1, no government or governmental, quasi governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would or might reasonably be expected to:
- (A) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Next 15 Group or any member of the Wider M&C Saatchi Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Next 15 Group or the Wider M&C Saatchi Group, in either case taken as a whole;
  - (B) require, prevent or delay the divestiture by any member of the Wider Next 15 Group of any shares, securities or other interests in any member of the Wider M&C Saatchi Group;
  - (C) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Next 15 Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider M&C Saatchi Group or to exercise management control over any such member;
  - (D) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Next 15 Group or of any member of the Wider M&C Saatchi Group to an extent which is material in the context of the Wider Next 15 Group or the Wider M&C Saatchi Group, in either case taken as a whole;
  - (E) make the Acquisition or its implementation or the acquisition or proposed acquisition by Next 15 or any member of the Wider Next 15 Group of any shares or other securities in, or control of M&C Saatchi void, illegal, and/or unenforceable under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise adversely interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;
  - (F) except pursuant to the implementation of the Scheme or, if applicable, Chapter 3 of Part 28 of the Companies Act, require any member of the Wider Next 15 Group or the Wider M&C Saatchi Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider M&C Saatchi Group or the Wider Next 15 Group owned by any third party;
  - (G) impose any limitation on, or result in any delay of, the ability of any member of the Wider M&C Saatchi Group or the Wider Next 15 Group to integrate or co-ordinate its business, or any part of it, with the businesses of any other member of the Wider M&C Saatchi Group or the Wider Next 15 Group in a manner which is adverse to and material in the context of the Wider M&C Saatchi Group or the Wider Next 15 Group, in each case taken as a whole or in the context of the Acquisition; or
  - (H) result in any member of the Wider M&C Saatchi Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any M&C Saatchi Shares having expired, lapsed or been terminated;

- (ii) other than in respect of paragraphs 3(c)(i) to (iv) of this Part A of Appendix 1, all necessary filings or applications having been made in connection with the Acquisition and all relevant waiting periods and other time periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated and all material statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider Next 15 Group of any shares or other securities in, or control of, M&C Saatchi in each case where the direct consequence of any failure to make any such filing or application or to wait for the expiry, lapse or termination of any such waiting or other time period or the failure to comply with any such statutory or regulatory obligation would be unlawful in any relevant jurisdiction or would give rise to a material risk of having a material adverse effect on the Wider M&C Saatchi Group taken as a whole or the ability of Next 15 to implement the Acquisition;
- (iii) all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals reasonably necessary or appropriate for or in respect of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, M&C Saatchi by any member of the Wider Next 15 Group in connection with the Acquisition having been obtained in terms and in a form reasonably satisfactory to Next 15 from all appropriate Third Parties or persons with whom any member of the Wider M&C Saatchi Group has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals together with all material authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Wider M&C Saatchi Group on a basis similar in all material respects to the basis on which it is conducted as the Announcement Date, remaining in full force and effect, in each case where the absence of any such authorisation, order, recognition, grant, licence, confirmation, clearance, permission or approval would give rise to a material risk of having a material adverse effect on the Wider Next 15 Group or Wider M&C Saatchi Group taken as a whole and all material filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with where any such failure to make a filing or notice of intention so received would give rise to a material risk of having a material adverse effect on the Wider Next 15 Group taken as a whole;

**(e) Certain matters arising as a result of any arrangement, agreement etc.**

Save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider M&C Saatchi Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, which in consequence of the Acquisition or the proposed acquisition by any member of the Wider Next 15 Group of any shares or other securities in M&C Saatchi or because of a change in the control or management of M&C Saatchi or otherwise, would or might reasonably be expected to result in (in each case to an extent which is material and adverse in the context of the Wider M&C Saatchi Group as a whole, or in the context of the Acquisition):

- (i) any moneys borrowed by or any other indebtedness (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or adversely affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;
- (iii) any assets or interests of any such member being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged otherwise than in the ordinary course of business;

- (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member;
- (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or adversely affected;
- (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation of any liability, actual or contingent, by any such member other than trade creditors or other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider M&C Saatchi Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition (in each case to the extent which is material in the context of the Wider M&C Saatchi Group taken as a whole);

**(f) Certain events occurring since 31 December 2021**

Save as Disclosed, no member of the Wider M&C Saatchi Group having, since 31 December 2021:

- (i) save as between M&C Saatchi and wholly owned subsidiaries of M&C Saatchi or for M&C Saatchi Shares issued pursuant to the exercise of options or vesting of awards granted under the M&C Saatchi Share Scheme or the M&C Saatchi Put Option Schemes, issued, authorised or proposed the issue of additional shares of any class;
- (ii) save as between M&C Saatchi and wholly owned subsidiaries of M&C Saatchi, or for the grant of options or awards under the M&C Saatchi Share Scheme or the M&C Saatchi Put Option Schemes, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- (iii) other than or to M&C Saatchi or another member of the M&C Saatchi Group, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution whether payable in cash or otherwise;
- (iv) save for intraM&C Saatchi Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, (i) other than in the ordinary course of business and (ii) to an extent which is material in the context of the Wider M&C Saatchi Group taken as a whole;
- (v) save for intraM&C Saatchi Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital in each case, to the extent which is material in the context of the Wider M&C Saatchi Group taken as a whole;
- (vi) issued, authorised or proposed the issue of any debentures or (save for intraM&C Saatchi Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any guarantee or contingent liability in each case which is material in the context of the Wider M&C Saatchi Group taken as a whole;
- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital, in each case, to the extent which is material in the context of the Wider M&C Saatchi Group taken as a whole;

- (viii) other than pursuant to the Acquisition (and except for transactions between M&C Saatchi and its wholly owned subsidiaries or between such wholly owned subsidiaries of M&C Saatchi) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
- (ix) entered into or changed to a material extent the terms of any contract with any director or senior executive save for salary increases, bonuses or variations of terms in the ordinary course;
- (x) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or is reasonably likely to be restrictive on the businesses of any member of the Wider M&C Saatchi Group or which involves or could reasonably be expected to involve an obligation of such a nature or magnitude other than in the ordinary course of business, in any such case to an extent which is material or would reasonably likely to be material in the context of the Wider M&C Saatchi Group taken as a whole;
- (xi) (other than in respect of a member of the Wider M&C Saatchi Group which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened in writing against it for its winding up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any material part of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed, and in each such case, to the extent which is material in the context of the Wider M&C Saatchi Group taken as a whole;
- (xii) (other than in respect of any claims between M&C Saatchi and its wholly owned subsidiaries or between such wholly owned subsidiaries) waived or compromised any claim otherwise than in the ordinary course of business and in any case which is material or would reasonably likely to be material in the context of the Wider M&C Saatchi Group taken as a whole;
- (xiii) except as disclosed on publicly available registers, made any material alteration to its memorandum or articles of association or other incorporation documents (in each case, other than pursuant to the resolution(s) to be proposed at the M&C Saatchi General Meeting);
- (xiv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the Wider M&C Saatchi Group taken as a whole or in the context of the Acquisition;
- (xv) entered into any contract, commitment, arrangement or agreement or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition;
- (xvi) having made or agreed or consented to any material change to:
  - (A) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider M&C Saatchi Group for its directors, employees or their dependents;
  - (B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
  - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to the extent which is material in the context of the Wider M&C Saatchi Group taken as a whole and otherwise than as required by law;

- (xvii) proposed, agreed to provide or modified the terms of the M&C Saatchi Share Scheme, the M&C Saatchi Put Option Schemes or any share option scheme, incentive scheme or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider M&C Saatchi Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider M&C Saatchi Group, save as agreed by the Panel or by Next 15; or
- (xviii) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of M&C Saatchi Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code except with the consent of Next 15.

**(g) No adverse change, litigation or regulatory enquiry**

Save as Disclosed, since 31 December 2021:

- (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider M&C Saatchi Group to an extent which, in any such case, is material in the context of the Wider M&C Saatchi Group taken as a whole and no circumstances have arisen which would or might reasonably be expected to result in any such adverse change;
- (ii) (other than as a result of or in connection with the Acquisition), no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider M&C Saatchi Group is or may become a party (whether as a claimant, defendant or otherwise) and no investigation by complaint or reference to any Third Party against or in respect of any member of the Wider M&C Saatchi Group having been instituted announced or threatened by or against or remaining outstanding in respect of any member of the Wider M&C Saatchi Group which in any such case, would reasonably be expected to have an adverse effect that is material in the context of the Wider M&C Saatchi Group taken as a whole;
- (iii) no contingent or other liability having arisen or become apparent to Next 15 (other than in the ordinary course of business) which is reasonably likely to adversely affect the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider M&C Saatchi Group to an extent which is material in the context of the Wider M&C Saatchi Group taken as a whole; and
- (iv) no member of the Wider M&C Saatchi Group having conducted its business in breach of any applicable laws and regulations and which in any case is material and adverse in the context of the Wider M&C Saatchi Group taken as a whole or material and adverse in the context of the Acquisition.

**(h) No withdrawal, cancellation, termination or modification of licence**

Save as Disclosed, no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider M&C Saatchi Group which is necessary to carry on its business on a basis similar in all material respects to the basis on which it is conducted as at the Announcement Date, and the withdrawal, cancellation, termination or modification of which would, or might reasonably be expected to have, a material adverse effect on the Wider M&C Saatchi Group taken as a whole;

**(i) No discovery of certain matters**

(i) Save as Disclosed, Next 15 not having discovered:

- (A) that any financial, business or other information concerning the Wider M&C Saatchi Group as contained in the information publicly disclosed at any time prior to the Announcement Date by or on behalf of any member of the Wider M&C Saatchi Group is materially misleading and which was not subsequently corrected before the Announcement Date by disclosure by or on behalf of the Wider M&C Saatchi Group through the publication of an announcement via a Regulatory Information Service or

otherwise, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading, in each case, to the extent which is material and adverse in the context of the Wider M&C Saatchi Group taken as a whole;

- (B) that any member of the Wider M&C Saatchi Group is subject to any liability (actual or contingent), and which is not disclosed in the Annual Report and Accounts of the M&C Saatchi Group for the financial year ended 31 December 2021 and in each case, to the extent which is material and adverse in the context of the Wider M&C Saatchi Group taken as a whole; or
  - (C) any information which affects the import of any information disclosed at any time prior to the Announcement Date by or on behalf of any member of the Wider M&C Saatchi Group to any member of the Wider Next 15 Group and which is material in the context of the Wider M&C Saatchi Group taken as a whole;
- (ii) Save as Disclosed, Next 15 not having discovered:
- (A) that any past or present member of the Wider M&C Saatchi Group has not complied with any applicable legislation or regulations of any jurisdiction with regard to the use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health, or otherwise relating to environmental matters or the health and safety of any person, or that there has otherwise been any such use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non-compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, would be likely to give rise to any liability (whether actual or contingent) or cost on the part of any member of the Wider M&C Saatchi Group which in any case is material in the context of the M&C Saatchi Group taken as a whole; or
  - (B) that there is, or is likely to be, any liability, whether actual or contingent, to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider M&C Saatchi Group or any other property or any controlled waters under any environmental legislation, regulation, notice, circular, order or other lawful requirement of any relevant authority or third party or otherwise which in any case is material in the context of the M&C Saatchi Group taken as a whole;

(j) **Anti-corruption, sanctions and criminal property**

Save as Disclosed, Next 15 not having discovered that:

- (i) any past or present member, director, officer or employee of the Wider M&C Saatchi Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery legislation; or (b) any person that performs or has performed services for or on behalf of the Wider M&C Saatchi Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery legislation; or
- (ii) any material asset of any member of the Wider M&C Saatchi Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider M&C Saatchi Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering; or
- (iii) any past or present member, director, officer or employee of the Wider M&C Saatchi Group has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (a) any government, entity or individual in respect of which US or European Union persons, or persons operating in

those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Treasury & Customs; or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states, in each case to an extent which is material in the context of the Wider M&C Saatchi Group taken as a whole; or

- (iv) any past or present member, director, officer or employee of the Wider M&C Saatchi Group:
  - (A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the US Anti-Terrorism Act;
  - (B) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the US Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the US Department of State;
  - (C) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
  - (D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organisation or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
- (v) no member of the Wider M&C Saatchi Group being engaged in any transaction which would cause Next 15 to be in breach of any applicable law or regulation upon completion of the Acquisition, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HM Treasury & Customs, or any other relevant government authority, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states.

#### **Section B: Waiver and Invocation of the Conditions**

1. Subject to the requirements of the Panel and the Takeover Code, Next 15 reserves the right to waive, in whole or in part, all or any of the Conditions above, except for Conditions 1, 2(a), 2(b), 2(d) and 2(f), which cannot be waived. The deadlines in Conditions 2(c) and 2(e) may also be extended to such later date as may be agreed in writing by Next 15 and M&C Saatchi (with the Panel's consent and approval of the Court, if required). If any of Conditions 2(c) and 2(e) are not satisfied by the relevant deadline specified in the relevant Condition, Next 15 shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether, subject to paragraph 8 below, it has invoked the relevant Condition, waived the relevant deadline or agreed with M&C Saatchi to extend the relevant deadline.
2. Conditions 1, 2(a), 2(b), 2(d), 2(f) and 3(c) to (j) (inclusive) must be fulfilled or (if capable of waiver) be waived by Next 15, by no later than 11.59 p.m. on the date immediately preceding the Long Stop Date, failing which the Scheme will lapse. Neither Next 15 nor M&C Saatchi shall be under any obligation to waive (if capable of waiver) or treat as satisfied any of the Conditions that is entitled (with the consent of the Panel and subject to the requirements of the Takeover Code) to invoke, by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions of the offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

3. Under Rule 13.5(a) of the Takeover Code, Next 15 may only invoke a Condition so as to cause the Scheme not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Next 15 in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
4. Next 15 may only invoke a Condition that is subject to Rule 13.5(a) of the Takeover Code with the consent of the Panel and any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by Next 15.
5. Conditions 1, 2, 3(a) and 3(b) and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code.

### **Section C: Implementation by way of Offer**

Next 15 reserves the right, with the consent of the Panel and in accordance with the terms of the Cooperation Agreement, to implement the Acquisition by way of a Takeover Offer (as defined in Part 28 of the Companies Act 2006). In such event, such Acquisition will be implemented on the same terms, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments, including (without limitation and subject to the consent of the Panel) an acceptance condition that is set at 90 per cent. (or such lesser percentage, as Next 15 may decide after, to the extent necessary, consultation with the Panel, being in any case more than 50 per cent.) of the M&C Saatchi Shares (i) in nominal value of the shares to which such Takeover Offer relates; and (ii) of the voting rights attached to those shares, and that is subject to the Next 15 and/or (with the consent of the Panel) any of its wholly owned subsidiaries having acquired or agreed to acquire, whether pursuant to the Acquisition or otherwise, M&C Saatchi Shares carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of M&C Saatchi, including, for this purpose, any such voting rights attaching to M&C Saatchi Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient M&C Saatchi Shares are otherwise acquired, it would be the intention of Next 15 to apply the provisions of the Companies Act to acquire compulsorily any outstanding M&C Saatchi Shares to which such Takeover Offer relates. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

### **Section D: Certain further terms of the Acquisition**

1. The Scheme is governed by English law and is subject to the jurisdiction of the Courts and to the conditions and further terms set out in this document. The Acquisition will comply with the applicable rules and regulations of AIM and the Takeover Code and is subject to the applicable requirements of the Panel, the London Stock Exchange, the FCA and the Registrar of Companies. This document does not constitute, or form part of, an offer or invitation to purchase M&C Saatchi Shares or any other securities.
2. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
3. If Next 15 is required by the Panel to make an offer for M&C Saatchi Shares under the provisions of Rule 9 of the Takeover Code, Next 15 may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.
4. Fractions of New Next 15 Shares will not be allotted or issued to persons accepting the Scheme. Fractional entitlements to New Next 15 Shares will be aggregated and sold in the market and the net proceeds of sale distributed *pro rata* to persons entitled thereto. However, individual entitlements to amounts of less than £3.00 will not be paid to persons accepting the Scheme but will be retained for the benefit of Next 15.
5. The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction and the Acquisition will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.

6. The New Next 15 Shares to be issued pursuant to the Acquisition have not been and will not be registered under the US Securities Act nor under any of the relevant securities laws of any Restricted Jurisdiction. Accordingly, the New Next 15 Shares may not be offered, sold or delivered, directly or indirectly, into any Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction.
7. The New Next 15 Shares will be issued credited as fully paid and will rank *pari passu* in all respects with the existing Next 15 Shares. Application will be made to the London Stock Exchange for the New Next 15 Shares to be admitted to trading on AIM.
8. M&C Saatchi Shares will be acquired pursuant to the Acquisition fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after 20 May 2022.
9. If any dividend or other distribution or return of value is proposed, declared, made, paid or becomes payable by M&C Saatchi in respect of a M&C Saatchi Share on or after the Announcement Date and prior to the Effective Date, Next 15 has the right to reduce the value of the consideration payable for each M&C Saatchi Share by up to the amount per M&C Saatchi Share of such dividend, distribution or return of value except where the M&C Saatchi Share is or will be acquired pursuant to the Scheme on a basis which entitles Next 15 to receive the dividend, distribution or return of value and to retain it. If any such dividend or distribution or return of value is paid or made after the Announcement Date and Next 15 exercises its rights described above, any reference in this document to the consideration payable under the Scheme shall be deemed to be a reference to the consideration as so reduced (and, in such circumstances, the relevant eligible M&C Saatchi Shareholders will be entitled to receive and retain such dividend, other distribution or return of capital in respect of the M&C Saatchi Shares they hold). Any exercise by Next 15 of its rights referred to in this paragraph shall be the subject of an Announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme.

## PART 4

### FINANCIAL AND RATINGS INFORMATION

#### **Section A: Financial information relating to M&C Saatchi**

The following information is incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code:

- the audited consolidated accounts of M&C Saatchi for the financial year ended 31 December 2020 set out in pages 122 to 266 (both inclusive) in M&C Saatchi's annual report for the financial year ended 31 December 2020 available from M&C Saatchi's website at [https://mcsaatchiplc.com/application/files/8116/3059/4443/MC\\_Saatchi\\_plc\\_-\\_2020\\_Annual\\_Report-glossy.pdf](https://mcsaatchiplc.com/application/files/8116/3059/4443/MC_Saatchi_plc_-_2020_Annual_Report-glossy.pdf) ;
- the audited consolidated accounts of M&C Saatchi for the financial year ended 31 December 2021 set out in pages 83 to 202 (both inclusive) in M&C Saatchi's annual report for the financial year ended 31 December 2021 available from M&C Saatchi's website at [https://mcsaatchiplc.com/application/files/5016/5121/1930/2021\\_Annual\\_Report\\_Accounts\\_-\\_Final.pdf](https://mcsaatchiplc.com/application/files/5016/5121/1930/2021_Annual_Report_Accounts_-_Final.pdf) ;
- the principal risks and uncertainties set out in pages 21 to 26 (both inclusive) in M&C Saatchi's annual report for the financial year ended 31 December 2021, available from M&C Saatchi's website at [https://mcsaatchiplc.com/application/files/5016/5121/1930/2021\\_Annual\\_Report\\_Accounts\\_-\\_Final.pdf](https://mcsaatchiplc.com/application/files/5016/5121/1930/2021_Annual_Report_Accounts_-_Final.pdf) .

#### **Section B: M&C Saatchi ratings and outlooks**

There are no ratings or outlooks publicly accorded to M&C Saatchi.

#### **Section C: Financial information relating to Next 15**

The following sets out financial information in respect of Next 15 as required by Rule 24.3 of the Takeover Code. The documents referred to below are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code:

- the audited consolidated accounts of Next 15 for the financial year ended 31 January 2021 are set out in pages 62 to 148 (both inclusive) in Next 15's annual report for the financial year ended 31 January 2021 available from Next 15's website at <https://cdn.next15.com/uploads/2021/04/Next-Fifteen-Communications-Group-plc-AnNUal-Report-2021-For-Website.pdf> ; and
- the audited consolidated accounts of Next 15 for the financial year ended 31 January 2022 are set out in pages 106 to 207 (both inclusive) in Next 15's annual report for the financial year ended 31 January 2022 available from Next 15's website at <https://cdn.next15.com/uploads/2022/04/Next-Fifteen-Communications-Group-plc-AnNUal-Report-2022.pdf> .

#### **Section D: Next 15 ratings and outlooks**

There are no ratings or outlooks publicly accorded to Next 15.

#### **Section E: No incorporation of website information**

Save as expressly referred to herein, neither the content of M&C Saatchi's or Next 15's websites, nor the content accessible from hyperlinks on M&C Saatchi's or Next 15's websites is incorporated into, or forms part of, this document.

## PART 5

### ADDITIONAL INFORMATION

#### **1. RESPONSIBILITY**

- 1.1 The M&C Saatchi Directors, whose names are set out at paragraph 2.1 of this Part 5, accept responsibility for the information contained in this document (including any expressions of opinion) other than the information (and expressions of opinion) contained in this document for which responsibility is taken by the Next 15 Directors pursuant to paragraph 1.2 below. To the best of the knowledge and belief of the M&C Saatchi Directors (who have taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Next 15 Directors, whose names are set out in paragraph 2.2 of this Part 5, accept responsibility for the information contained in this document (including any expressions of opinion) relating to them and their immediate families and the related trusts of, and other persons connected with, them, Next 15, the Next 15 Group and persons deemed to be acting in concert (as such term is used in the Takeover Code) with Next 15. To the best of the knowledge and belief of the Next 15 Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document (including any expressions of opinion) for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### **2. DIRECTORS**

- 2.1 The M&C Saatchi Directors and their respective positions are set out below:

<i>Name</i>	<i>Position held</i>
Gareth Davis	Chairman
Moray MacLennan	Chief Executive Officer
Louise Jackson	Non-Executive Director
Lisa Gordon	Non-Executive Director
Colin Jones	Non-Executive Director

The business address of each M&C Saatchi Director is 36 Golden Square, London, England, W1F 9EE.

- 2.2 The Next 15 Directors and their respective positions are set out below:

<i>Name</i>	<i>Position held</i>
Penny Ladkin-Brand	Chair
Tim Dyson	Chief Executive Officer
Peter Harris	Chief Financial Officer
Jonathan Peachey	Chief Operating Officer
Helen Hunter	Non-Executive Director
Robyn Perris	Non-Executive Director
Dianna Jones	Non-Executive Director

The registered office of Next 15 and the business address of each Next 15 Director is 75 Bermondsey Street, London, United Kingdom, SE1 3XF. Next 15 is a company incorporated in England and Wales with registered number 01579589.

#### **3. M&C SAATCHI SHARES AND M&C SAATCHI SHARE SCHEME**

At the close of business on the Latest Practicable Date, the following M&C Saatchi Shares were in issue and M&C Saatchi options and awards in respect of M&C Saatchi Shares under the M&C Saatchi Share Scheme were outstanding:

- M&C Saatchi Shares in issue: 122,743,435
- M&C Saatchi Shares which may be issued on the vesting or exercise of M&C Saatchi options and awards under the M&C Saatchi Share Scheme: 1,405,146

## 4. MARKET QUOTATIONS

### 4.1 M&C Saatchi

The following table sets out the Closing Price for one M&C Saatchi Share, in each case derived from the AIM Appendix to the Daily Official List, on:

- 4.1.1 the first Business Day of each of the six months immediately prior to the publication of this document;
- 4.1.2 5 January 2022, being the last Business Day prior to the commencement of the Offer Period; and
- 4.1.3 16 June 2022, being the Latest Practicable Date:

Date	Closing Price (pence)
4 January 2022	167.5
5 January 2022	189.0
1 February 2022	185.5
1 March 2022	167.5
1 April 2022	167.0
3 May 2022	185.0
1 June 2022	195.0
16 June 2022	177.0

### 4.2 Next 15

The following table sets out the Closing Price for one Next 15 Share, in each case derived from the AIM Appendix to the Daily Official List, on:

- 4.2.1 the first Business Day of each of the six months immediately prior to the publication of this document;
- 4.2.2 5 January 2022, being the last Business Day prior to the commencement of the Offer Period; and
- 4.2.3 16 June 2022, being the Latest Practicable Date:

Date	Closing Price (pence)
4 January 2022	1,275.0
5 January 2022	1,300.0
1 February 2022	1,220.0
1 March 2022	1,180.0
1 April 2022	1,396.0
3 May 2022	1,324.0
1 June 2022	1,275.0
16 June 2022	910.0

## 5. DISCLOSURE OF INTERESTS AND DEALINGS

### 5.1 Definitions and references

For the purposes of this paragraph 5:

- 5.1.1 “**acting in concert**” with M&C Saatchi or Next 15, as the case may be, means any such person acting or deemed to be acting in concert with M&C Saatchi or Next 15, as the case may be, for the purposes of the Takeover Code;
- 5.1.2 “**arrangement**” includes any indemnity or option arrangement and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities of M&C Saatchi which may be an inducement to deal or refrain from dealing;
- 5.1.3 “**connected adviser**” has the meaning given to it in the Takeover Code;

- 5.1.4   **“connected person”** means, in relation to any person who is a director of a company, any other person whose interests in shares the director is taken to be interested in pursuant to Part 22 of the Companies Act and related regulations;
- 5.1.5   **“control”** means an interest or interests in shares carrying in aggregate 30 per cent. or more of the “voting rights” of a company, irrespective of whether interest or interests give *de facto* control;
- 5.1.6   **“dealing” or “dealt”** means:
- (a) acquiring or disposing of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or of general control of relevant securities;
  - (b) taking, granting, acquiring, disposing of, entering into, closing out, terminating, exercising (by either party) or varying an option (including a traded option contract) in respect of any relevant securities;
  - (c) subscribing or agreeing to subscribe for relevant securities;
  - (d) exercising or converting, whether in respect of any new or existing securities, of any relevant securities carrying conversion or subscription rights;
  - (e) acquiring, disposing of, entering into, closing out, exercising (by either party) of any rights under, or varying, a derivative referenced, directly or indirectly, to relevant securities;
  - (f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities;
  - (g) redeeming or purchasing, or taking or exercising an option over, any of its own relevant securities by M&C Saatchi or Next 15; and
  - (h) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;
- 5.1.7   **“derivative”** includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;
- 5.1.8   **“disclosure period”** means the period which began on 5 January 2021 (the date 12 months prior to the commencement of the Offer Period) and ending on the Latest Practicable Date;
- 5.1.9   **“relevant securities”** means:
- (a) M&C Saatchi Shares and any other securities of M&C Saatchi conferring voting rights;
  - (b) the equity share capital of M&C Saatchi or, as the context requires, Next 15; and
  - (c) securities of M&C Saatchi or, as the context requires, Next 15, carrying conversion or subscription rights into any of the foregoing;
- 5.1.10   **“short position”** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell, any delivery obligation or right to require another person to purchase or take delivery; and
- 5.1.11   **“voting rights”** means all the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting of that company. Except for treasury shares, any shares which are subject to:
- (a) a restriction on the exercise of voting rights:
    - (i) in an undertaking or agreement by or between a shareholder and the company or a third party; or
    - (ii) arising by law or regulation; or
  - (b) a suspension of voting rights implemented by means of the company’s articles of association or otherwise,

- will normally be regarded as having voting rights which are currently exercisable at a general meeting;
- 5.1.12 a person has an “**interest**” or is “**interested**” in relevant securities if he has a long economic exposure, whether absolute or conditional, to changes in the price of those securities (but not if he only has a short position in such securities) and in particular if:
- (a) he owns them;
  - (b) he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
  - (c) by virtue of any agreement to purchase, option or derivative he:
    - (i) has the right or option to acquire them or call for their delivery; or
    - (ii) is under an obligation to take delivery of them;
  - (d) whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
  - (e) he is party to any derivative:
    - (i) whose value is determined by reference to their price; and
    - (ii) which results, or may result, in his having a long position in them; and
- 5.1.13 “**close relatives**”, “**exempt principal trader**”, “**exempt fund manager**” and “**securities**” have the meanings given to them by the Takeover Code.

## 5.2 Persons acting in concert

### 5.2.1 Persons acting in concert with M&C Saatchi

<i>Name</i>	<i>Type</i>	<i>Registered office</i>	<i>Relationship with M&amp;C Saatchi</i>
Numis Securities Ltd	Private limited company incorporated in England & Wales	45 Gresham Street, London, England, EC2V 7BF	Joint financial adviser and joint broker to M&C Saatchi in connection with the ADV Offer and the Next 15 Offer
Liberum Capital Limited	Private limited company incorporated in England & Wales	Ropemaker Place Level 12, 25 Ropemaker Street, London, EC2Y 9LY	Joint financial adviser, joint broker and nominated adviser to M&C Saatchi in connection with the ADV Offer and the Next 15 Offer

**5.2.2 Persons acting in concert with Next 15**

Name	Type	Registered office	Relationship with M&C Saatchi
Numis Securities Ltd	Private limited company incorporated in England & Wales	45 Gresham Street, London, England, EC2V 7BF	Nominated adviser and joint broker to Next 15 in connection with the Next 15 Offer
Smith Square Partners LLP	Private limited company incorporated in England & Wales	Westminster Tower 3 Albert Embankment London SE1 7SP	Financial adviser to Next 15 in connection with the Next 15 Offer
Joh. Berenberg, Gossler & Co. KG, London Branch	The London branch of a Kommanditgesellschaft (a German form of limited partnership)	60 Threadneedle Street, London, EC2R 8HP	Joint broker to Next 15 in connection with the Next 15 Offer

**5.2.3 Persons acting in concert with ADV**

Name	Type	Registered office	Relationship with M&C Saatchi
Investec Bank plc	Public Limited company incorporated in England & Wales	30 Gresham Street, London, England EC2V 7QP	Financial adviser to ADV in connection with the ADV Offer

**5.3 Interests, rights to subscribe, short positions and dealings in relevant securities of M&C Saatchi**

**5.3.1 M&C Saatchi Directors**

As at the last day of the disclosure period, the M&C Saatchi Directors and their close relatives and related trusts and companies were interested in the following M&C Saatchi Shares:

Name	Number of M&C Saatchi Shares	% of M&C Saatchi's existing ordinary share capital
Moray MacLennan	562,149	0.46%
Gareth Davis	102,720	0.08%
Lisa Gordon	50,000	0.04%
Colin Jones	37,758	0.03%

**5.3.2** As at the last day of the disclosure period, the following nominal cost options in respect of M&C Saatchi Shares had been granted to the following M&C Saatchi Directors and remained outstanding under the M&C Saatchi Share Scheme:

Name	Number of M&C Saatchi Shares under option	M&C Saatchi Share Scheme	Date of grant	Exercise Price	Option Expiry Date
Moray MacLennan	600,000	LTIP	28 September 2021	Nil	28 September 2024

These options normally vest on the Maturity Date, subject to the achievement of performance conditions (70% based on total shareholder return and 30% based on profit before tax). Should the Acquisition complete these options will vest with effect from the time at which the Scheme Court Order is made, by reference to: (1) the extent to which the performance conditions have been met (but on such modified basis as the company's remuneration committee considers appropriate); and (2) the proportion of the normal vesting period to have elapsed (unless the Company's remuneration committee determines otherwise). Should the Acquisition complete, it is anticipated that the Company's remuneration committee will determine that the performance conditions have been met and that the number of shares to vest will reflect both: (1) the proportion of the normal vesting period to have elapsed; and (2)

the fact that no awards are intended to be made under the M&C Saatchi Share Scheme during the current year.

#### *5.3.3 ADV and ADV Directors*

As at the last day of the disclosure period\*, ADV and the ADV Directors and their close relatives and related trusts and companies were interested in the following M&C Saatchi Shares:

<i>Name</i>	<i>Number of M&amp;C Saatchi Shares</i>	<i>% of M&amp;C Saatchi's existing ordinary share capital</i>
Vin Murria	15,237,985	12.46%
ADV	12,000,000	9.82%

\*Information in respect of ADV in this section is based on information provided in the ADV Offer Document, apart from which no further public disclosures have been made prior to the Latest Practicable Date.

#### *5.3.4 Dealings in relevant securities of M&C Saatchi*

As at the last day of the disclosure period\*, the following dealings in the relevant securities of M&C Saatchi by or on behalf of ADV or persons acting in concert with ADV have taken place:

<i>Registered holder</i>	<i>Date</i>	<i>Transaction</i>	<i>Number of M&amp;C Saatchi Shares</i>	<i>Price per share (pence)</i>
ADV	5 January 2022	Purchase of M&C Saatchi Shares	12,000,000	200

\*Information in respect of ADV in this section is based on information provided in the ADV Offer Document, apart from which no further public disclosures have been made prior to the Latest Practicable Date.

### **5.4 Interests, rights to subscribe and short positions in relevant securities of Next 15**

#### *5.4.1 Next 15 Directors*

As at the last day of the disclosure period, the Next 15 Directors were interested in the following Next 15 Shares:

<i>Name</i>	<i>Number of Next 15 Shares</i>	<i>% of Next 15's existing ordinary share capital</i>
Tim Dyson	5,042,275	5.13%
Peter Harris	405,604	0.41%
Penelope Ladkin-Brand*	85,118	0.09%
Jonathan Peachey*	17,954	0.02%

\*this includes interests held by Jonathan Peachey's parents and children.

- 5.4.2 As at the last day of the disclosure period, the following options and awards in respect of Next 15 Shares had been granted to the following Next 15 Directors and remained outstanding under the Next 15 long term incentive share plans:

Name	Number of Next 15 Shares under Scheme	Award date	Vesting date	Vesting Period	% of Next 15's ordinary share capital
Peter Harris	23,539	26.04.2019	26.04.2024	5 years	0.02%
Peter Harris	24,141	10.04.2018	10.04.2023	5 years	0.03%
Peter Harris	85,174	30.07.2020	30.07.2023	3 years	0.09%
Peter Harris	41,065	06.05.2021	06.05.2024	3 years	0.04%
Peter Harris	19,097	28.06.2021	28.06.2024	3 years	0.02%
Peter Harris	46,367	01.06.2022	01.06.2025	3 years	0.05%
Jonathan Peachey	63,274	30.07.2020	30.07.2023	3 years	0.06%
Jonathan Peachey	32,354	06.05.2021	06.05.2024	3 years	0.03%
Jonathan Peachey	15,045	28.06.2021	28.06.2024	3 years	0.02%
Jonathan Peachey	40,924	01.06.2022	01.06.2025	3 years	0.04%
Tim Dyson	51,287	26.04.2019	26.04.2024	5 years	0.05%
Tim Dyson	53,615	10.04.2018	10.04.2023	5 years	0.06%
Tim Dyson	186,423	30.07.2020	30.07.2023	3 years	0.19%
Tim Dyson	81,557	06.05.2021	06.05.2024	3 years	0.08%
Tim Dyson	37,688	28.06.2021	28.06.2024	3 years	0.04%
Tim Dyson	94,365	01.06.2022	01.06.2025	3 years	0.10%

## 5.5 Interests, rights to subscribe and short positions in relevant securities of ADV

### 5.5.1 ADV Directors and those acting in concert with ADV

As at the last day of the disclosure period, the ADV Directors and those acting in concert with ADV were interested in the following ADV Shares:

Name	Number of ADV Shares	Number of ADV Sponsor Shares	% of ADV's existing ordinary share capital
Marwyn Investment Management*	20,525,000	1	15.4%
Vin Murria*	17,500,000	1	13.1%
Investec Wealth & Investment*	7,020,153	—	5.3%

\*Information in respect of ADV in this section is based on information provided in the ADV Offer Document, apart from which no further public disclosures have been made prior to the Latest Practicable Date. In this section "ADV Sponsor Shares" mean the sponsor shares of no par value of ADV.

## 5.6 General

Save as disclosed in this paragraph 5, as at the last day of the disclosure period:

- 5.6.1 neither M&C Saatchi, nor any of the M&C Saatchi Directors, nor (in the case of the M&C Saatchi Directors) any of their close relatives, related trusts or connected persons, nor any other person acting in concert with M&C Saatchi, nor any person with whom M&C Saatchi or any person acting in concert with M&C Saatchi had an arrangement was interested in, had any right to subscribe for, or had any short position in relation to, any relevant securities of M&C Saatchi, Next 15 or ADV and nor had any such person dealt in any relevant securities of M&C Saatchi, Next 15 or ADV in the period commencing on the first day of the Offer Period and ending on the last day of the disclosure period;
- 5.6.2 neither Next 15, nor any member of the Next 15 Group, nor any of the Next 15 Directors, nor any of their close relatives, related trusts or connected persons, nor any other person acting in concert with Next 15, nor any person with whom Next 15 or any person acting in concert with Next 15 had an arrangement (save for the irrevocable undertakings described in paragraph 8 of this Part 5), was interested in, had any right to subscribe for, or had any short position in relation to, any relevant securities of M&C Saatchi or Next 15 nor had any such person dealt in any relevant securities of M&C Saatchi or Next 15 during the disclosure period;

- 5.6.3 neither ADV, nor any of the ADV Directors, nor any of their close relatives, related trusts or connected persons, nor any other person acting in concert with ADV, nor any person with whom ADV or any person acting in concert with ADV had an arrangement (save for an irrevocable undertaking dated 17 May 2022 pursuant to which Vin Murria irrevocably and unconditionally undertook to ADV, *inter alia*, to accept or procure the acceptance of the ADV Offer), was interested in, had any right to subscribe for, or had any short position in relation to, any relevant securities of M&C Saatchi or ADV nor had any such person dealt in any relevant securities of M&C Saatchi or ADV during the disclosure period, the disclosures in this paragraph 5.6.3 with respect to ADV being based on information publicly available in the ADV Offer Document, apart from which no further public disclosures have been made prior to the Latest Practicable Date;
- 5.6.4 neither M&C Saatchi, nor Next 15, nor any person acting in concert with M&C Saatchi or Next 15, had borrowed or lent (including for these purposes any financial collateral arrangements of a kind referred to in Note 4 on Rule 4.6 of the Takeover Code) any relevant securities in M&C Saatchi or Next 15 (save for any borrowed shares which have been either on-lent or sold);
- 5.6.5 neither M&C Saatchi, nor ADV, nor any person acting in concert with M&C Saatchi or ADV, had borrowed or lent (including for these purposes any financial collateral arrangements of a kind referred to in Note 4 on Rule 4.6 of the Takeover Code) any relevant securities in M&C Saatchi or ADV (save for any borrowed shares which have been either on-lent or sold), the disclosures in this paragraph 5.6.5 with respect to ADV being based on information publicly available in the ADV Offer Document, apart from which no further public disclosures have been made prior to the Latest Practicable Date;
- 5.6.6 there is no arrangement relating to relevant securities in M&C Saatchi or Next 15 which exists between Next 15, or any person acting in concert with Next 15, and any other person, nor between M&C Saatchi or any person acting in concert with M&C Saatchi and any other person;
- 5.6.7 there is no arrangement relating to relevant securities in M&C Saatchi or ADV which exists between ADV, or any person acting in concert with ADV, and any other person, nor between M&C Saatchi or any person acting in concert with M&C Saatchi and any other person, the disclosures in this paragraph 5.6.7 with respect to ADV being based on information publicly available in the ADV Offer Document, apart from which no further public disclosures have been made prior to the Latest Practicable Date;
- 5.6.8 neither M&C Saatchi nor any person acting in concert with M&C Saatchi has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of M&C Saatchi, Next 15 or ADV during the disclosure period;
- 5.6.9 neither Next 15 nor any person acting in concert with Next 15 has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of M&C Saatchi or Next 15 during the disclosure period;
- 5.6.10 based on information publicly available in the ADV Offer Document, apart from which no further disclosures have been made, neither ADV nor any person acting in concert with ADV has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of M&C Saatchi or ADV during the disclosure period;
- 5.6.11 save for the irrevocable undertakings in paragraph 8 of this Part 5, there is no arrangement of the kind referred to in Note 9 on the definition of “acting in concert” set out in the Takeover Code relating to relevant securities in M&C Saatchi which exists between Next 15, any member of the Next 15 Group or, so far as Next 15 is aware, any person acting in concert with Next 15 or any member of the Next 15 Group and any other person, nor between M&C Saatchi or, so far as M&C Saatchi is aware, any person acting in concert with M&C Saatchi and any other person;
- 5.6.12 as at the close of business on 16 June 2022, save for the irrevocable undertakings described in paragraph 8 below, neither Next 15 nor any person acting in concert with Next 15 has any Note 11 arrangement with any other person;

- 5.6.13 M&C Saatchi has not redeemed or purchased any relevant securities of M&C Saatchi during the disclosure period; and
- 5.6.14 Next 15 has not redeemed or purchased any relevant securities of Next 15 during the disclosure period.

## **6. SERVICE CONTRACTS AND LETTERS OF APPOINTMENT OF THE M&C SAATCHI DIRECTORS**

The following directors have entered into service agreements or letters of appointment with M&C Saatchi as summarised below:

### **6.1 *Gareth Davis***

Gareth Davis is engaged by the Company and was first appointed as a non-executive director and deputy chairman on the terms of a letter of appointment dated 23 January 2020 for an initial fixed term of three years from 3 February 2020, terminable on six months' notice from either party. Mr Davis commenced in that office on 3 February 2020. Pursuant to the terms of that letter of appointment, Mr Davis was entitled to a fee at the rate of £150,000 per annum while he was acting as deputy chairman with such fee to increase to £250,000 per annum once he was appointed chairman. Mr Davis was appointed chairman on 31 December 2020. He is subject to confidentiality undertakings. He is not entitled to any payment on termination of his appointment by the Company, other than for fees due that remain unpaid or fees due in respect of his notice period.

### **6.2 *Moray MacLennan***

On 5 January 2021, the Company entered into a service agreement with Moray MacLennan. The agreement provides for Mr MacLennan to act as Chief Executive Officer of the Company at a base salary of £640,000 per annum. Pursuant to a variation letter dated 22 February 2021, the base salary of Mr MacLennan increased to £650,000 per annum effective from 1 January 2021. For the financial year ended 31 December 2021, Mr MacLennan received an annual bonus of £604,500, to be paid in the form of cash with a 24-month claw-back period. Mr MacLennan may be eligible to receive an annual bonus for 2022 based on the Company's financial performance and individual objectives with on-target payment being equal to 50 per cent. of his base salary and maximum achievement capped at 100 per cent. of his base salary, subject to the discretion of the Company's remuneration committee. The service agreement has no fixed term and is terminable by 12 months' notice in writing by either party. Under the service agreement, Mr MacLennan is entitled to 25 paid working days holiday each year in addition to public and bank holidays in England and Wales, to participate in a discretionary bonus scheme, a car allowance, a contribution to a personal pension scheme and participation in life assurance, private medical insurance and permanent health insurance schemes. Mr MacLennan is subject to non-competition and non-solicitation covenants for periods of 6 to 12 months following termination of his employment with the Company and to a confidentiality undertaking.

### **6.3 *Louise Jackson***

Louise Jackson is engaged by the Company and was first appointed as a non-executive director on the terms of a letter of appointment dated 16 March 2020 for an initial fixed term of three years, terminable on three months' notice from either party. Ms Jackson commenced in that office on 16 March 2020. Pursuant to the terms of that letter of appointment, Ms Jackson receives a fee of £50,000 per annum and, in addition, a fee of £25,000 in respect of her position as chairman of the Company's remuneration committee. She is subject to confidentiality undertakings. She is not entitled to any payment on termination of his appointment by the Company, other than for fees due that remain unpaid or fees due in respect of her notice period.

### **6.4 *Lisa Gordon***

Lisa Gordon is engaged by the Company and was first appointed as a non-executive director on the terms of a letter of appointment dated 16 March 2020 for an initial fixed term of three years, terminable on three months' notice from either party. Ms Gordon commenced in that office on 16 March 2020. Pursuant to the terms of that letter of appointment, Ms Gordon receives a fee of £50,000 per annum and in her capacity as the Company's Senior Independent Director she is entitled to an additional fee of £25,000. She is subject to confidentiality undertakings. She is not entitled to any payment on termination of her appointment by the Company, other than for fees due that remain unpaid or fees due in respect of her notice period.

#### **6.5 Colin Jones**

Colin Jones is engaged by the Company as a non-executive director on the terms of a letter of appointment dated 23 January 2020 for an initial term of three years, terminable at any time on three months' notice from either party. Mr Jones commenced in that office on 23 January 2020. Mr Jones receives a fee of £50,000 per annum, and an additional fee of £25,000 per annum in respect of his role as Chairman of the Audit Committee. Mr Jones is subject to confidentiality undertakings. He is not entitled to any payment on termination of his appointment by the Company, other than for fees due that remain unpaid or fees due in respect of his notice period.

#### **6.6 Save as set out in this paragraph 6:**

- 6.6.1 no M&C Saatchi Director is entitled to commission or profit sharing arrangements;
- 6.6.2 other than statutory compensation and payment in lieu of notice, no compensation is payable by M&C Saatchi to any M&C Saatchi Director upon early termination of their appointment; and
- 6.6.3 no service agreement or letter of appointment with a M&C Saatchi Director has been entered into or amended within the six months preceding the date of this document.

### **7. MATERIAL CONTRACTS**

#### **7.1 M&C Saatchi material contracts**

Save as set out below there are no contracts, not being contracts entered into in the ordinary course of business, which have been entered into by M&C Saatchi or any other member of the M&C Saatchi Group during the period beginning on the date falling two years before the commencement of the Offer Period which are, or may be, material:

##### **7.1.1 Cooperation Agreement**

See paragraph 7.3.2 below for details of the Cooperation Agreement between M&C Saatchi and Next 15.

##### **7.1.2 Secured multicurrency revolving facility agreement**

On 31 May 2021, (1) M&C Saatchi, (2) M&C Saatchi and M&C Saatchi International Holdings B.V. as original borrowers; (3) M&C Saatchi and certain of its subsidiaries as guarantors; (4) Barclays Bank plc and National Westminster Bank Plc as arrangers; (5) Barclays Bank plc and National Westminster Bank Plc as lenders; (6) Barclays Bank plc as agent and (7) Barclays Bank plc as security trustee into a multicurrency revolving interest-bearing facility agreement (the "**Facility Agreement**"). The M&C Saatchi Group may borrow up to £47,000,000 (the "**Facility**") under the Facility Agreement for general corporate and working capital purposes including in connection with the funding of certain permitted acquisitions.

###### *(a) Termination*

The termination date of the Facility is 31 May 2024 subject to two options which may be exercised by M&C Saatchi, subject to the consent of the lenders, to extend the termination date to either 31 May 2025 or, if the first extension option has been exercised, 31 May 2026.

###### *(b) Repayments*

Each loan is repayable at the end of its interest period (either a one, three or six month period) but, subject to customary conditions, is available for redrawing. All loans must be repaid on the Facility termination date or, if earlier, on the occurrence of customary repayment and pre-payment events including, amongst other things, in the event of there being a change of control of M&C Saatchi (unless the lenders have consented to the change of control).

(c) *Facility*

The Facility Agreement contains a mechanism whereby, subject to certain conditions and the agreement of the then current lenders to participate, the amount of the Facility can be increased on up to three occasions by up to £10,000,000 each time. To the extent the then current lenders do not agree to participate (at all or in full) M&C Saatchi may approach other lenders to join the syndicate to make up the shortfall.

(d) *Interest*

Interest on each loan under the Facility Agreement is the percentage rate per annum equal to (a) the applicable margin plus (b) (i) for euro loans, a reference rate based on the euro interbank offered rate administered by the European Money Markets Institute with a 0% floor; (ii) for sterling loans, a reference rate based on the sterling overnight index average with a 0% floor and (iii) for US\$ loans, a reference rate based on the secured overnight financing rate administered by the Federal Reserve Bank of New York with a 0% floor. The applicable margin is 3 per cent per annum although there is a mechanism to agree adjustments to the margin if certain specified ESG matters are implemented.

(e) *Representations, Undertakings, Financial Covenants and Events of Default*

The Facility Agreement contains customary representations and undertakings (including covenants in respect of financial indebtedness, anti-corruption, sanctions, merger, acquisitions, negative pledge, disposals, acquisitions, mergers and guarantors) and events of default with appropriate carve outs and materiality thresholds. It also contains customary, indemnities and other provisions. M&C Saatchi is required under the Facility Agreement to comply with two financial covenants based on “Interest Cover” and “Leverage” throughout the life of the Facility.

(f) *Fees*

There are ongoing annual fees payable to the security trustee and agent in respect of the Facility Agreement for acting in those capacities.

(g) *Security*

M&C Saatchi, M&C Saatchi International Holdings B.V. and certain members of the M&C Saatchi Group in the UK, Australia and the USA are guarantors under the Facility Agreement and have granted security over their assets and undertakings to secure their obligations under the Facility Agreement.

## 7.2 Next 15 material contracts

Save as set out below there are no contracts, not being contracts entered into in the ordinary course of business, which have been entered into by Next 15 or any other member of the Next 15 Group during the period beginning on the date falling two years before the commencement of the Offer Period which are, or may be, material:

### 7.2.1 *Cooperation Agreement*

See paragraph 7.3.2 below for details of the Cooperation Agreement between M&C Saatchi and Next 15.

### 7.2.2 *Restated Facilities Agreement*

On 20 May 2022, (1) Next 15 (as the Company), (2) HSBC Bank plc (as agent); and (3) the Governor and Company of the Bank of Ireland (as security agent), entered into an amendment and restatement agreement, amending and restating a facilities agreement originally dated 2 September 2021 entered into by (1) Next Fifteen Communications Group Plc (as the company); (2) Next Fifteen Communications Group Plc and Next Fifteen Communications Corporation (as the original borrowers), (3) the subsidiaries of the original borrowers (as original guarantors), (4) HSBC UK Bank plc, The Governor and Company of the Bank of Ireland and HSBC Bank USA, NA (as lenders), (5) HSBC UK Bank plc and

The Governor and Company of the Bank of Ireland (as arranger), (6) HSBC Bank plc (as agent), and (7) The Governor and Company of the Bank of Ireland (as security agent) (together the “Restated Facilities Agreement”).

The Restated Facilities Agreement provides for an aggregate amount of £150,000,000 to be borrowed, comprising of: (i) up to £92,500,000 under the General Revolving Facility, available to be borrowed by Next Fifteen Communications Group plc and/or Next Fifteen Communications Corporation (the “**General Revolving Facility**”); (ii) up to £7,500,000 under the Acquisition Revolving Facility, available to be borrowed by Next Fifteen Communications Group plc only (the “**Acquisition Revolving Facility**”); and (iii) up to £50,000,000, available to be borrowed by Next Fifteen Communications Group plc only (the “Term Facility”).

Pursuant to the Restated Facilities Agreement, amounts borrowed under the Term Facility and the Acquisition Revolving Facility are to be applied in or towards (i) the cash consideration payable in respect of an acquisition (either by way of a scheme of arrangement or contractual offer), including making payments pursuant to a statutory squeeze out procedure; (ii) the payment of acquisition related costs; and (iii) the refinancing of existing target group debt and paying fees ancillary to such refinancing.

Amounts borrowed under the General Revolving Facility are to be applied towards the refinancing of existing financial indebtedness within the group and for general corporate and working capital purposes.

*(a) Termination*

The termination date of the Revolving Facility is 20 May 2025 subject to two extension options which may be exercised by Next 15, subject to the consent of the lenders, to extend the termination date to either 20 May 2026 or, if the first extension option has been exercised, 20 May 2027.

The termination date of the Term Facility is 20 May 2024, subject to one option which may be exercised by Next 15 by submitting a request to the agent within 60 days of 20 March 2023, subject to the consent of the lenders, to extend the termination date to 20 November 2024.

In each case Next 15 shall pay to the agent an extension fee in an amount agreed at the time.

*(b) Repayments*

Amounts borrowed under the Revolving Facility are repayable at the end of their interest periods (which may be selected by the borrower by way of a selection notice up to a maximum of six months) but, subject to customary conditions, is available for redrawing. All loans must be repaid on the facility termination date or, if earlier, on the occurrence of customary repayment and pre-payment events including, amongst other things, in the event of there being a change of control of Next 15 (unless the lenders have consented to the change of control).

Amounts borrowed under the Term Facility are repayable in instalments. The repayment instalments shall be calculated such that an amount equal to 30 per cent. of all amounts borrowed under the Term Facility are repaid by the original termination date applicable to the Term Facility, with that amount divided equally by the number of repayment instalments, which shall fall at 3 month intervals following the first utilisation date of the Term Facility.

The Restated Facilities Agreement contains customary mandatory prepayment and cancellation provisions.

*(c) Interest*

Interest under the Restated Facilities Agreement in respect of (i) each compounded rate loan is the percentage rate per annum equal to the applicable margin plus the compounded reference rate for that day; and (ii) each term rate loan is the percentage rate per annum equal to the applicable margin plus the term reference rate.

(d) *Default Interest*

If any amount is not paid on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a loan in the currency of the overdue amount for successive interest periods. Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each interest period applicable to that overdue amount but will remain immediately due and payable.

(e) *Representations, Undertakings, Financial Covenants and Events of Default*

The Restated Facilities Agreement contains customary representations and undertakings (including covenants in respect of financial indebtedness, anti-corruption, sanctions, merger, acquisitions, negative pledge, disposals, acquisitions, mergers and guarantors) and specific undertakings relating to the Scheme and events of default with appropriate carve outs and materiality thresholds. It also contains customary, indemnities and other provisions.

Next 15 is required under the Restated Facilities Agreement to comply with two financial covenants based on (i) “Interest Cover”, such that Next 15 shall ensure that the ratio of Adjusted EBITDA to Net Finance Charges (each as defined in the Restated Facilities Agreement) shall not be less than 4:1; and (ii) “Adjusted Leverage”, such that Next 15 shall ensure that Adjusted Leverage (as defined in the Restated Facilities Agreement) shall not exceed 2.50:1, tested semi-annually.

(f) *Fees*

An arrangement fee of £150,000 has been paid to the agent (for the account of the arrangers) in respect of the Revolving Credit Facility. An arrangement fee of £400,000 is payable to the agent (for the account of the arrangers) in respect of the Term Facility, £100,000 of this fee has been paid, leaving £300,000 to pay at the first utilisation date. An agency acceptance fee of £5,000 has also been paid to the agent (for its own account).

Further fees which remain outstanding or are ongoing are a commitment fee, a utilisation fee, a ticking fee, an annual agency fee of £25,000 per annum, and an annual security agent fee of £10,000 per annum.

(g) *Security – guarantee*

Next 15 and certain members of the Next 15 Group in England, Scotland and the USA are guarantors under the Restated Facilities Agreement and have given irrevocable and unconditional, joint and several, guarantees to each finance party of the punctual performance by each other obligor of all of that obligor’s obligations under the finance documents, and in default an undertaking to pay any amount due and unpaid on demand as if it was the principal obligor.

Members of the Next 15 Group which are listed as guarantors under the Restated Facilities Agreement have also each granted all asset security in England, Scotland and the USA depending on their jurisdiction of incorporation.

**7.2.3 The Craft Consulting SPA**

On 1 February 2020, Next 15 (the “Buyer”) entered into a share and purchase agreement with Andrew John Jordan, Nathaniel Leo Sones, and Mark Charles Wiseman-Smith (together, the “Sellers”) to acquire the entire issued share capital of The Craft Consulting Limited (the “Craft Consulting SPA”). Under the terms of the Craft Consulting SPA, the Buyer acquired 55 A ordinary shares, 30 B ordinary shares and 15 C ordinary shares of £1.00 each in the capital of The Craft Consulting Limited. The consideration payable by the Buyer to the Sellers included initial consideration of £744,970 and a cash sum equal to an estimated balance sheet valuation of £ 289,601.44 as adjusted in accordance with completion accounts. The consideration payable also included any top-up and earn-out payments. The Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.4 Munro Market Research Limited and The Oxford Market Research Limited Business Acquisition**

On 7 February 2020, Savanta Group Limited (the “**Buyer**”), a subsidiary of Next 15, entered into a sale and purchase agreement with (i) Danny Nicholas William Dartnall and Antony David Nygate of BDO LLP, appointed by virtue of the High Court of Justice Business and Property Courts of England and Wales on 07 February 2020 to act as joint administrators of Munro Market Research Limited (“**MMRL**”) and The Oxford Market Research Agency Limited (“**TOMRA**”) (ii) MMRL, and (iii) TOMRA, (together, the “**Sellers**”), to purchase the business of MMRL and TOMRA by way of an assets acquisition. The consideration payable by the Buyer was (i) £398,000 in exchange for the MMRL business, and (ii) £352,000 in exchange for the TOMRA business.

#### **7.2.5 Implementra SPA**

On 15 July 2020, Next 15 (the “**Buyer**”) entered into a sale and purchase agreement with Karl Blanks, Ben Jesson, Martin Stone and Peter Hardingham (the “**Implementra Shareholders**”) to acquire the entire issued share capital of Implementra Limited (the “**Implementra SPA**”). Under the terms of the Implementra SPA, Next 15 acquired 214,588 ordinary shares of £0.00001 each in the capital of Implementra Limited from the Implementra Shareholders for initial consideration of £5,903,309.68 and a cash sum equal to the estimated balance sheet valuation of £5,439,480.72 as adjusted in accordance with completion accounts. The agreement also includes provisions relating to potential deferred consideration such as top-up and earn out payments. The Implementra Shareholders gave certain customary warranties and indemnities to Next 15.

#### **7.2.6 Mach49 MIPA**

On 25 August 2020, Next 15 and a subsidiary of Next 15, Next Fifteen Communications Corporation (the “**Buyer**”), entered into a membership interest purchase agreement with Harker Holding, LLC (the “**Seller**”), Linda Yates, Paul Holland, Russ Lampert, Clement Wang, David Charpie and Brad Sharek and Mach 49 Ltd (the “**Mach49 MIPA**”). Under the terms of the Mach49 MIPA, the Buyer acquired all outstanding ownership interests in Mach49 Ltd from the Seller for closing consideration of \$2,000,000 and subsequent considerations of \$1,700,000. The Seller gave certain customary warranties and indemnities to the Buyer.

#### **7.2.7 To This Day SPA**

On 31 October 2020, Next 15 and a subsidiary of Next Fifteen, Archetype Agency Limited (the “**Buyer**”), entered into a sale purchase agreement with Jennifer Tod, Sarah Scales and Giles Fraser (together, the “**Sellers**”) to acquire the entire issued share capital of To This Day Limited (the “**To This Day SPA**”). Under the terms of the To This Day SPA, the Buyer acquired 998 ordinary shares of £0.01 each, 1 ordinary A share of £0.01 and 1 ordinary B share of £0.01 in the capital of To This Day Limited from the Sellers for initial consideration of £1,934,163.83 and a cash sum equal to the estimated balance sheet valuation of £299,057.80 as adjusted in accordance with completion accounts. The agreement also includes a provision relating to potential deferred consideration for earn out payments. Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.8 Shopper Media SPA**

On 9 April 2021, Next 15 (the “**Buyer**”) entered into a sale and purchase agreement with Joel Hopwood, Matthew Lee and Samuel Knights (together, the “**Sellers**”) to acquire the entire issued share capital of Shopper Media Group Ltd (the “**Shopper Media SPA**”). Under the terms of the Shopper Media SPA, the Buyer acquired 9,500 A ordinary shares of £1.00 each in the capital of Shopper Media Group Ltd for initial consideration of £15,663,853.60 and a cash sum equal to the estimated balance sheet valuation of £6,615,663.73 as adjusted in accordance with completion accounts. The agreement also includes provisions relating to potential deferred consideration such as top-up and earn out payments. The Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.9      OpinionPanel SPA**

On 30 April 2021, a subsidiary of Next 15, Savanta Group Limited (the “**Buyer**”) entered into a sale and purchase agreement with Benjamin Marks, Lawrence Gould, Josephine Hansom and Tatenda Musesengwa (together, the “**Sellers**”) to acquire the entire issued share capital of OpinionPanel Limited (the “**OpinionPanel SPA**”). Under the terms of the OpinionPanel SPA, the Buyer acquired 11,846,500 ordinary shares of £0.0001 each and 1,870,500 B ordinary shares of £0.0001 each in the capital of OpinionPanel Limited, for initial consideration of £401,930 plus a cash sum determined in accordance with completion accounts. The agreement also includes provisions relating to potential contingent consideration. The Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.10    MSI APA**

On 1 August 2021, a subsidiary of Next 15, Savanta Group LLC (the “**Buyer**”) entered into an asset purchase agreement with MSI International East Inc. (the “**Seller**”), Hugh Jeffers, Richard Highberger, Thomas Connelly, Brian Ebarvia and Edward Provost (each a “**Shareholder**” collectively, the “**Shareholders**”) to acquire certain assets and liabilities of the Seller (the “**MSI APA**”). Such assets include, among other things, the tangible assets of the Seller, premises, intellectual property rights, claims against third parties relating to assets purchased pursuant to the MSI APA, client lists, contact details and contracts (excluding, among other things, cash, accounts receivable of the Seller and the assets of the Seller relating to MSI-ACI Holdings LLC). Under the terms of the MSI APA, assumed liabilities include liabilities in respect of contracts to which the Seller is a party to the extent that they are required to be performed after the closing date for the acquisition and liabilities in respect of amounts payable under the lease of MSI International East Inc’s premises. Pursuant to the MSI APA, the consideration payable was \$1,800,000 on closing. The agreement also includes provisions relating to potential deferred consideration for earn out payments. The Seller gave certain customary warranties and indemnities to the Buyer.

#### **7.2.11    Berne SPA**

On 30 November 2021, a subsidiary of Next 15, Agent3 Limited (the “**Buyer**”), entered into a sale and purchase agreement with Jordan Adams and Lisa Adams (the “**Sellers**”), pursuant to which the Buyer acquired the entire issued share capital of Berne (UK) Limited (the “**Berne SPA**”). Under the terms of the Berne SPA, the Buyer acquired 1,900,000 ordinary shares of £0.0001 each and 475,000 A ordinary shares of £0.0001 each in the capital of Berne (UK) Limited from the Sellers. The consideration payable by the Buyer to the Sellers included initial consideration of £849,265 plus a cash sum determined in accordance with completion accounts. The consideration payable also included any R&D credit benefit, top-up payments and earnout payments, to be determined and paid in accordance with the terms of the agreement. The Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.12    Placing Agreement**

On 2 March 2022, Next 15 entered into a placing agreement with Numis and Berenberg (together with Numis the “**Joint Bookrunners**”), pursuant to which the Joint Bookrunners undertook to place shares on behalf of Next 15 (the “**Placing**”) in order to raise cash to fund the acquisition of Engine Acquisition Limited. (the “**Placing Agreement**”). The Placing was conducted by way of an accelerated bookbuilding process and 4,505,000 new Next 15 ordinary shares of £0.025 each at a price of 1,110 pence per share were issued, raising £50,000,000 (before expenses). Next 15 agreed to pay certain fees and commissions to the Joint Bookrunners. Next 15 gave certain customary representations, warranties and indemnities to the Joint Bookrunners.

#### **7.2.13    Engine SPA**

On 2 March 2022, Next 15 (the “**Buyer**”) entered into a sale and purchase agreement with Engine Group Holdings LLC (the “**Seller**”), pursuant to which the Buyer acquired the whole of the issued share capital of Engine Acquisition Limited (the “**Engine SPA**”). Under the terms of the Engine SPA, the Buyer acquired 101 ordinary shares of £0.01 each in the capital of Engine Acquisition Limited, in exchange for the consideration amount of £13,073,934 plus a daily rate amount of £10,934 from (and including) 1 March 2022 up to (and including) the completion date.

#### **7.2.14 Cubaka SPA**

On 31 March 2022, a subsidiary of Next15, Brandwidth Marketing Limited (the “**Buyer**”), entered into a share purchase agreement with Simon Rutherford, Lucie Rutherford, and Oliver Honess (the “**Sellers**”), pursuant to which the Buyer acquired the entire issued share capital of Cubaka Limited (the “**Cubaka SPA**”). Under the terms of the Cubaka SPA, the Buyer acquired 7,895 ordinary shares of £0.01 each in the capital of Cubaka Limited. The consideration payable by the Buyer to the Sellers included an initial payment of £573,657.50, a cash sum equal to an estimated balance sheet valuation consideration payment of £639,506.27 as adjusted in accordance with completion accounts and rent deposit monies of £14,420.25. The consideration payable also included an EMI options saving payment, top-up payments, and dilapidations balancing payment, to be determined and paid in accordance with the terms of the agreement. The Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.15 IT Telemarketing SPA**

On 31 May 2022, Next 15 and a subsidiary of Next 15, Agent3 Limited (the “**Buyer**”), entered into a sale and purchase agreement with Michael Kendal and Catherine Kendal (the “**Sellers**”), pursuant to which the Buyer acquired the entire issued share capital of IT Telemarketing Services Limited (the “**IT Telemarketing SPA**”). Under the terms of the IT Telemarketing SPA, the Buyer acquired 98 ordinary shares of £1.00 each in the capital of IT Telemarketing Services Limited. The consideration payable by the Buyer to the Sellers included an initial payment of £200,000 and working capital payment of £257,293.74. The consideration payable also included any top-up payments, earnout payments, and additional payments, to be determined and paid in accordance with the terms of the IT Telemarketing SPA. The Sellers gave certain customary warranties and indemnities to the Buyer.

#### **7.2.16 Green Leads MIPA**

On 31 March 2022, Activate Marketing Services, LLC (the “**Buyer**”), a subsidiary of Next 15, entered into a membership interest purchase agreement with (i) Michael R. Damphousse, individually and as Trustee of the Michael R. Damphousse Family Trust (together, “**MRD**”), and (ii) Linda J. Damphousse, formerly Linda Flanagan, individually and as Trustee of the Linda J. Damphousse Revocable Trust (together, “**LJD**”) (together, the “**Sellers**”) (the “**Green Leads MIPA**”). Under the terms of the Green Leads MIPA, the Buyer acquired all outstanding membership interests in Green Leads Holdings, LLC from the Sellers in exchange for the purchase price of \$4,540,022.99 which was to be paid to MRD, LJD and Michael P. Farrell. The Sellers gave certain customary warranties and indemnities to the Buyer.

### **7.3 Offer-related arrangements**

#### **7.3.1 Confidentiality Agreement**

Next 15 and M&C Saatchi have entered into a mutual non-disclosure agreement dated 24 March 2022 (the “**Confidentiality Agreement**”), pursuant to which each of Next 15 and M&C Saatchi has undertaken, among other things, to keep certain information relating to the Acquisition and the other party confidential and not to disclose it to third parties (other than to permitted parties) unless required by law or regulation.

#### **7.3.2 Joint Defence Agreement**

On 20 April 2022, Next 15, M&C Saatchi and their respective legal advisers entered into the Joint Defence Agreement, the purposes of which are: (i) to agree that “Restricted Information” about the M&C Saatchi Group may only be shared with Next 15 on an “Outside Counsel/Retained Experts Only” basis and so will not be deemed to have been received by Next 15 for the purposes of Rule 21.3 of the Takeover Code and Practice Statement 30 issued by the Panel; and (ii) to ensure that such sharing of the “Restricted Information” does not constitute a waiver of privilege, right or immunity otherwise available.

### **7.3.3 Clean Team Agreement**

On 20 April 2022 Next 15 and M&C Saatchi entered into a clean team agreement the (“**Clean Team Agreement**”), the purpose of which was to ensure the exchange of commercially sensitive information does not give rise to any infringement of antitrust law and stipulate the procedure for the exchange of commercially sensitive information.

### **7.3.4 Cooperation Agreement**

Pursuant to a cooperation agreement dated 20 May 2022 between M&C Saatchi and Next 15 (the “**Cooperation Agreement**”), the parties have agreed, among other things that:

- (a) Next 15 and M&C Saatchi will co-operate with each other in order to assist in obtaining clearance from competition and other regulatory bodies in order to satisfy the Conditions relating to such clearances;
- (b) Next 15 and M&C Saatchi will provide each other with certain information and assistance in the preparation of this document and the Next 15 Circular;
- (c) Next 15 will be subject to certain customary restrictions on the conduct of its business during the period prior to completion of the Acquisition, which prohibit, among other things: (a) the payment by Next 15 of dividends (other than in the ordinary course and consistent with past practice or by reference to a record date after the Effective Date); or (b) splitting, combining or reclassifying any of the Next 15 Shares or amending its memorandum or articles of association to adversely impact the New Next 15 Shares;
- (d) M&C Saatchi intends to write to participants in the M&C Saatchi Share Scheme to inform them of the impact of the Scheme on their outstanding options under the M&C Saatchi Share Scheme; and
- (e) Next 15 and M&C Saatchi intend to implement the Acquisition by way of the Scheme, subject to the ability of Next 15 with the consent of the Panel, to proceed by way of a Takeover Offer.

The Cooperation Agreement will terminate in a number of customary circumstances, including if the Acquisition is withdrawn or lapses, the requisite shareholder approvals are not obtained at the shareholder meetings of either Next 15 or M&C Saatchi, at Next 15’s election if the M&C Saatchi Directors withdraw their recommendation of the Acquisition or if the M&C Saatchi Directors recommend a competing proposal, or if the Scheme does not become Effective in accordance with its terms by the Long Stop Date or otherwise as agreed between Next 15 and M&C Saatchi.

## **8. IRREVOCABLE UNDERTAKINGS**

### **8.1 M&C Saatchi Directors**

As at the Latest Practicable Date, all of the M&C Saatchi Directors who hold M&C Saatchi Shares or otherwise control the voting rights in respect of such shares have irrevocably undertaken to Next 15 to vote (or procure the voting) in favour of the Scheme at the M&C Saatchi Court Meeting and to vote in favour of the Special Resolution to be proposed at the M&C Saatchi General Meeting (or, if the Acquisition is implemented by way of a Takeover Offer, to accept the Offer), in respect of the beneficial holdings which are under their control, of, in aggregate, 752,627 M&C Saatchi Shares representing approximately 0.6 per cent. of the issued ordinary share capital of M&C Saatchi on the Latest Practicable Date. The individual irrevocable undertakings which have been provided by the M&C Saatchi Directors are as follows:

Name	Number of M&C Saatchi Shares in respect of which the undertaking is given <sup>(1)</sup>	% of M&C Saatchi's existing issued ordinary share capital <sup>(4)</sup>
Moray MacLennan <sup>(2)</sup>	562,149	0.46%
Gareth Davis	102,720	0.08%
Lisa Gordon	50,000	0.04%
Colin Jones	37,758	0.03%
Louise Jackson <sup>(3)</sup>	0	0%

Notes:

- (1) The numbers referred to in this table refer to M&C Saatchi Shares in respect of which the M&C Saatchi Directors are the beneficial owners and M&C Saatchi Shares in respect of which they control the voting rights attached thereto.
- (2) Moray MacLennan's irrevocable undertaking is also given over his interest in the unvested options over 600,000 M&C Saatchi Shares granted to him pursuant to the M&C Saatchi LTIP.
- (3) Louise Jackson does not currently hold any M&C Saatchi Shares but has given an irrevocable undertaking in respect of any M&C Saatchi Shares in which she may become interested before the M&C Saatchi Meetings.
- (4) Percentages are calculated on the basis of 122,743,435 M&C Saatchi Shares in issue as at the Latest Practicable Date, and rounded down to two decimal places. The aggregated percentage totals are calculated based on the relevant total number of shares held and not the aggregate of the percentage holdings of the relevant persons.

Except where the Acquisition is withdrawn or lapses as a result of Next 15 exercising its right to implement the Acquisition by way of a Takeover Offer in accordance with the Takeover Code rather than by way of a Scheme or vice versa, the irrevocable undertakings from the M&C Saatchi Directors listed above will cease to be binding if, *inter alia*:

- Next 15 announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement acquisition (to which this undertaking applies) is announced in accordance with Rule 2.7 of the Takeover Code at the same time;
- the Next 15 Offer or the Scheme lapses or is withdrawn and no new, revised or replacement acquisition (to which this undertaking applies) is announced in accordance with Rule 2.7 of the Takeover Code at the same time;
- the Scheme has not become effective in accordance with its terms or the Next 15 Offer has not been declared unconditional in all respects on or before the Long Stop Date; or
- any other offer for M&C Saatchi becomes or is declared unconditional in all respects.

## 8.2 Aggregate M&C Saatchi Irrevocable Undertakings

In aggregate, therefore, Next 15 has received irrevocable undertakings to vote in favour of the Scheme at the M&C Saatchi Court Meeting and to vote in favour of the Special Resolutions to be proposed at the M&C Saatchi General Meeting in respect of 752,627 M&C Saatchi Shares, representing approximately 0.6 per cent. of the share capital of M&C Saatchi in issue on the Latest Practicable Date.

### 8.3 Next 15 Directors

As at the Latest Practicable Date, the following Next 15 Directors or former Next 15 Directors have irrevocably undertaken to Next 15 to vote (or procure the voting) in favour of the Next 15 Resolution at the Next 15 General Meeting in respect of the beneficial holdings which are under their control, of, in aggregate, 5,547,950 Next 15 Shares representing approximately 5.65 per cent. of the voting rights of Next 15 in issue on the Latest Practicable Date:

Name	Number of Next 15 Shares in respect of which the undertaking is given <sup>(1)</sup>	% of the voting rights of Next 15 Shares in issue <sup>(2)</sup>
Tim Dyson	5,042,275	5.13%
Peter Harris	405,604	0.41%
Penelope Ladkin-Brand	85,118	0.09%
Jonathan Peachey	14,953	0.02%

Notes:

- (1) The numbers referred to in this table refer to Next 15 Shares in respect of which the Next 15 Directors are the beneficial owners and Next 15 Shares in respect of which they control the voting rights attached thereto.
- (2) Percentages are calculated on the basis of 98,222,313 Next 15 Shares in issue as at the Latest Practicable Date, and rounded down to two decimal places.

The irrevocable undertakings from the Next 15 Directors listed above will cease to be binding if, *inter alia*:

- the Acquisition has not completed prior to the Long Stop Date;
- Next 15 announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement Acquisition (to which this undertaking applies) is announced in accordance with Rule 2.7 of the Takeover Code at the same time; or
- the Offer or Scheme lapses or is withdrawn and no new, revised or replacement Acquisition (to which this undertaking applies) is announced in accordance with Rule 2.7 of the Takeover Code at the same time.

## 9. CASH CONFIRMATION

In accordance with Rule 24.8 of the Takeover Code, Smith Square Partners, in its capacity as financial adviser to Next 15, is satisfied that sufficient resources are available to Next 15 to enable it to satisfy, in full, the cash portion of the Consideration payable to the M&C Saatchi Shareholders pursuant to the terms of the Acquisition.

## 10. SOURCES OF INFORMATION AND BASES OF CALCULATION

In this document, unless otherwise stated, or the context otherwise requires, the following sources and bases have been used:

- 10.1 The value placed by the Acquisition on the existing issued ordinary share capital of M&C Saatchi is based on 122,257,465 M&C Saatchi Shares in issue as at 19 May 2022 being the latest practicable date prior to the Announcement Date.
- 10.2 The value of the Acquisition on a fully diluted basis has been calculated on the basis of a fully diluted issued ordinary share capital of 123,662,611 M&C Saatchi Shares, which is calculated by reference to 122,257,465 M&C Saatchi Shares in issue as at the Latest Practicable Date and a further 1,405,146 M&C Saatchi Shares which may be issued on or after the date of this document on the exercise of options or vesting of awards under the M&C Saatchi Share Scheme, excluding the exercise of options or vesting of awards under the M&C Saatchi Share Scheme.
- 10.3 The valuation of the entire issued and to be issued ordinary share capital of M&C Saatchi at approximately £305.7 million on a fully diluted basis (£305.7 million as at 19 May 2022, being the last Business Day prior to the Announcement Date) is calculated by applying the treasury stock method to M&C Saatchi Shares which may be issued on or after the Announcement Date on the exercise of options or vesting of awards under the M&C Saatchi Share Scheme, and applying an exchange ratio of 0.1637 New Next 15 Shares plus 40 pence in cash for each M&C Saatchi Share.

- 10.4 Unless otherwise stated, all prices and Closing Prices for M&C Saatchi Shares are closing middle market quotations derived from the AIM Appendix to the Daily Official List of the London Stock Exchange.
- 10.5 Unless otherwise stated, all Closing Prices for Next 15 Shares have been derived from the AIM Appendix to the Daily Official List of the London Stock Exchange.
- 10.6 Volume weighted average prices have been derived from Bloomberg and have been rounded to the nearest whole figure.
- 10.7 Unless otherwise stated, the financial information relating to M&C Saatchi is extracted (without material adjustment) from the audited final results of M&C Saatchi for the financial year to 31 December 2021.
- 10.8 Unless otherwise stated, the financial information relating to Next 15 is extracted (without material adjustment) from the audited final results of Next 15 for the financial year to 31 January 2022.
- 10.9 Certain figures included in this document have been subject to rounding adjustments.

## **11. OTHER INFORMATION**

- 11.1 Each of Numis, Liberum, BDO, Berenberg and Smith Square Partners has given and has not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.
- 11.2 Save as disclosed in this document in paragraph 7.3 of this Part 5, no agreement, arrangement or understanding (including any compensation arrangement) exists between Next 15 or any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of M&C Saatchi or any person interested or recently interested in M&C Saatchi Shares having any connection with or dependence on or which is conditional upon the outcome of the Acquisition.
- 11.3 Save as disclosed in this document, there is no agreement or arrangement to which Next 15 is a party which relates to the circumstances in which it may or may not invoke a condition to the Scheme.
- 11.4 There is no agreement, arrangement or understanding pursuant to which the beneficial ownership of any of the M&C Saatchi Shares to be acquired by Next 15 will be transferred to any other person, save that Next 15 reserves the right to transfer any of such shares to any other member of the Next 15 Group.
- 11.5 The emoluments of the Next 15 Directors will not be affected by the Acquisition or any associated transaction.
- 11.6 The aggregate fees and expenses which are expected to be incurred by Next 15 in connection with the Acquisition are estimated to amount to approximately £6,280,000 excluding applicable VAT. This aggregate number consists of the following categories (in each case excluding applicable VAT):
  - 11.6.1 financing arrangements: £890,000;
  - 11.6.2 financial and corporate broking advice: £3,150,000;
  - 11.6.3 legal advice: £1,620,000;
  - 11.6.4 accounting advice: nil;
  - 11.6.5 public relations advice: £160,000;
  - 11.6.6 other professional services: £370,000; and
  - 11.6.7 other costs and expenses: £90,000.

- 11.7 The aggregate fees and expenses which are expected to be incurred by M&C Saatchi in connection with the Acquisition and the Scheme are estimated to amount to approximately £8,020,000 excluding applicable VAT. This aggregate number consists of the following categories (in each case excluding applicable VAT):
- 11.7.1 financing arrangements: nil;
  - 11.7.2 financial and corporate broking advice: £6,400,000;
  - 11.7.3 legal advice: £1,100,000;
  - 11.7.4 accounting advice: £257,000;
  - 11.7.5 public relations advice: £200,000;
  - 11.7.6 other professional services: £62,000; and
  - 11.7.7 other costs and expenses: nil.
- 11.8 Save as disclosed in this document, the M&C Saatchi Directors are not aware of any significant change in the financial or trading position of M&C Saatchi which has occurred since 31 December 2021, being the last day of the twelve-month period for which M&C Saatchi's annual results for the period to 31 December 2021 relate.
- 11.9 Save as disclosed in this document, the Next 15 Directors are not aware of any significant change in the financial or trading position of Next 15 which has occurred since 31 January 2022, being the last day of the twelve-month period for which Next 15's annual results for the period to 31 January 2022 relate.
- 11.10 The persons (other than the Next 15 Directors, together with their close relatives and related trusts, and the other members of the Next 15 Group) who, for the purposes of the Takeover Code, are acting in concert with Next 15 are:
- 11.10.1 Smith Square Partners LLP of Westminster Tower, 3 Albert Embankment, London SE1 7SP, United Kingdom, as financial adviser to Next 15; and
  - 11.10.2 Joh. Berenberg, Gossler & Co. KG, London Branch of 60 Threadneedle Street, London EC2R 8HP, United Kingdom, as connected adviser (broker) to Next 15; and
  - 11.10.3 Numis Securities Limited of 45 Gresham Street, London EC2V 7BF, as connected adviser (broker and nominated adviser) to Next 15.
- 11.11 The persons (other than the M&C Saatchi Directors, together with their close relatives and related trusts, and the other members of the M&C Saatchi Group) who, for the purposes of the Takeover Code, are acting in concert with M&C Saatchi are:
- 11.11.1 Numis Securities Limited of 45 Gresham Street, London EC2V 7BF, as connected adviser (joint financial adviser and joint broker) to M&C Saatchi; and
  - 11.11.2 Liberum Capital Limited of Ropemaker Place, Level 12, 25 Ropemaker Street, London, EC2Y 9LY, United Kingdom, as connected adviser (joint financial adviser, joint broker and nominated adviser) to M&C Saatchi.

## **12. DOCUMENTS ON DISPLAY**

- 12.1 Copies of the following documents will be available, free of charge, on M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) and on Next 15's website at [www.next15.com/investors/offer-for-mc-saatchi-plc/](http://www.next15.com/investors/offer-for-mc-saatchi-plc/) (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions) up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is the earlier:
- 12.1.1 the Announcement;
  - 12.1.2 the Confidentiality Agreement;
  - 12.1.3 the Clean Team Agreement;
  - 12.1.4 the Cooperation Agreement;
  - 12.1.5 the Restated Facilities Agreement and related fee letters;
  - 12.1.6 the Joint Defence Agreement;

- 12.1.7 the M&C Saatchi Articles;
- 12.1.8 a draft of the New M&C Saatchi Articles in the form as proposed to be amended by the Special Resolution;
- 12.1.9 a copy of Next 15's articles of association;
- 12.1.10 copies of the proposed communications that are being sent to participants in the M&C Saatchi Share Scheme, as required by Rule 15 of the Takeover Code;
- 12.1.11 the irrevocable undertakings from M&C Saatchi Directors to vote in favour of the Acquisition referred to in paragraph 8.1 above;
- 12.1.12 the irrevocable undertakings from Next 15 Directors and Next 15 Shareholders to vote in favour of the Next 15 Resolutions referred to in paragraph 8.3 above;
- 12.1.13 the audited consolidated accounts of M&C Saatchi for the financial years ended 31 December 2020 and 31 December 2021;
- 12.1.14 the audited consolidated accounts of Next 15 for the financial years ended 31 January 2021 and 31 January 2022;
- 12.1.15 the letters of consent referred to in paragraph 11.1 of this Part 5;
- 12.1.16 a copy of this document and the Forms of Proxy; and
- 12.1.17 the Next 15 Circular;

**17 June 2022**

## PART 6

### THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
COMPANIES COURT (CHD)

CR-2022-001515

IN THE MATTER OF M&C SAATCHI PLC  
– and –  
IN THE MATTER OF THE COMPANIES ACT 2006  
SCHEME OF ARRANGEMENT  
(under Part 26 of the Companies Act 2006)

Between

M&C SAATCHI PLC  
And  
THE SCHEME SHAREHOLDERS  
(as hereinafter defined)

#### PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

<b>“Acquisition”</b>	the proposed acquisition by Next 15 of the entire issued and to be issued ordinary share capital of M&C Saatchi not already owned or controlled by the Next 15 Group, pursuant to this Scheme;
<b>“AIM”</b>	the AIM market operated by the London Stock Exchange;
<b>“Announcement”</b>	the joint announcement of the Acquisition by Next 15 and M&C Saatchi under Rule 2.7 of the Takeover Code, released on the Announcement Date;
<b>“Announcement Date”</b>	20 May 2022;
<b>“Business Day”</b>	a day (other than Saturdays, Sundays and public or bank holidays) on which banks are generally open for business in London;
<b>“certificated” or “in certificated form”</b>	not in uncertificated form (that is, not in CREST);
<b>“Companies Act”</b>	the Companies Act 2006 (as amended modified, consolidated, re-enacted or replaced from time to time);
<b>“Consideration”</b>	the consideration to be paid by Next 15 for each Scheme Share held by Scheme Shareholders at the Scheme Record Time, being, in respect of each Scheme Share so held, 0.1637 New Next 15 Shares and 40 pence in cash, and subject to provisions relating to fractional entitlements and Restricted Overseas Holders set out in this Scheme;
<b>“Court”</b>	the High Court of Justice of England and Wales;
<b>“CREST”</b>	the computerised settlement system (as defined in the CREST Regulations) operated by Euroclear which facilitates the transfer of title to shares in uncertificated form;
<b>“CREST Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755);
<b>“Effective”</b>	this Scheme having become effective in accordance with its term, upon delivery of the Scheme Court Order to the Registrar of Companies;
<b>“Effective Date”</b>	the date upon which this Scheme becomes Effective;

<b>“Euroclear”</b>	Euroclear UK & International Limited a company incorporated in England and Wales with registered number 02878738;
<b>“Excluded Jurisdictions”</b>	Canada, Australia, Japan, the Republic of South Africa and New Zealand;
<b>“Excluded Shares”</b>	any M&C Saatchi Shares which:
	(a) are registered in the name of or beneficially owned by Next 15 or any member of the Next 15 Group or its nominee(s) or any subsidiary undertaking of the Next 15 Group or its nominee(s); or
	(b) are held in treasury (unless such M&C Saatchi Shares cease to be so held), in each such case, immediately prior to the Scheme Record Time;
<b>“FCA”</b>	the Financial Conduct Authority or its successor from time to time;
<b>“FCA Handbook”</b>	the FCA’s Handbook of rules and guidance as amended from time to time;
<b>“holder”</b>	a registered holder and includes any person entitled by transmission;
<b>“Latest Practicable Date”</b>	16 June 2022 (being the latest practicable date prior to the publication of this Scheme);
<b>“Long Stop Date”</b>	11:59 p.m. on 20 February 2023 or such later date as may be agreed between Next 15 and M&C Saatchi and, if required, as the Panel and the Court may allow (if such approval(s) are required);
<b>“M&amp;C Saatchi” or “Company”</b>	M&C Saatchi plc, a public limited company incorporated in England and Wales with company number 05114893;
<b>“M&amp;C Saatchi Court Meeting”</b>	the meeting of the Scheme Shareholders convened by order of the Court pursuant to section 896 of the Companies Act, for the purpose of approving the Scheme, including any adjournment thereof, notice of which is set out in Part 11 ( <i>Notice of M&amp;C Saatchi Court Meeting</i> ) of the Scheme Document, for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment);
<b>“M&amp;C Saatchi Put Option Schemes”</b>	any arrangements which provide certain employees, directors, workers, service-providers or consultants of the M&C Saatchi Group the right to acquire M&C Saatchi Shares as a result of rights provided under the articles of association of such M&C Saatchi Group members or otherwise provided under shareholder, investor or option agreements;
<b>“M&amp;C Saatchi Share Scheme”</b>	the M&C Saatchi plc long term incentive plan;
<b>“M&amp;C Saatchi Shareholders”</b>	holders of M&C Saatchi Shares;
<b>“M&amp;C Saatchi Shares”</b>	the ordinary shares of one penny each in the capital of the Company and <b>“M&amp;C Saatchi Share”</b> shall mean any one of them;
<b>“members”</b>	members of the Company on the register of members at any relevant date or time;
<b>“New Next 15 Shares”</b>	new Next 15 Shares proposed to be allotted and issued to Scheme Shareholders in accordance with clause 2 of this Scheme;
<b>“Next 15”</b>	Next Fifteen Communications Group Plc, a company incorporated in England and Wales with company number 01579589;
<b>“Next 15 Articles”</b>	the articles of association of Next 15 in force from time to time;
<b>“Next 15 Directors”</b>	the directors of Next 15 as at the date of the Scheme Document or, where the context so requires, the directors of Next 15 from time to time;
<b>“Next 15 Group”</b>	Next 15 and its parent undertakings and its and such parent undertakings’ subsidiary undertakings;

<b>“Next 15 Resolution”</b>	the ordinary shareholder resolution of Next 15 to grant authority to the Next 15 Directors to allot the New Next 15 Shares;
<b>“Next 15 Shares”</b>	the ordinary shares of one penny each in the capital of Next 15;
<b>“Overseas Holders”</b>	M&C Saatchi Shareholders (or nominees of, or custodians or trustees for such M&C Saatchi Shareholders, (as applicable)) not resident in, or nationals or citizens of the United Kingdom;
<b>“Panel”</b>	the UK Panel on Takeovers and Mergers;
<b>“£” or “pence”</b>	the lawful currency of the United Kingdom;
<b>“parent undertaking” and “subsidiary undertaking”</b>	have the respective meanings given by the Companies Act;
<b>“Registrar of Companies”</b>	the Registrar of Companies in England and Wales;
<b>“Registrars”</b>	Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE;
<b>“Regulatory Information Service”</b>	a regulatory information service as defined in the FCA Handbook;
<b>“Restricted Jurisdiction”</b>	any jurisdiction where the relevant action would constitute a violation of the relevant laws and regulations of such jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which Next 15 or M&C Saatchi regards as unduly onerous, including, without limitation, the Excluded Jurisdictions;
<b>“Restricted Overseas Holders”</b>	a person (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, trust, trustee, executor, administrator or other legal representative) in, or resident in, or any person whom Next 15 believes to be in, or resident in, a Restricted Jurisdiction (or any custodian, or trustee for such persons) and person in any other jurisdiction (other than persons in the UK) whom Next 15 is advised to treat as a restricted overseas person in order to observe the laws of such jurisdiction or to avoid the requirement to comply with any governmental or other consent or any registration, filing or other formality which Next 15 regards as unduly onerous;
<b>“Scheme”</b>	this scheme of arrangement made under Part 26 of the Companies Act between the Company and the Scheme Shareholders in its present form or with or subject to any modification, addition or condition which M&C Saatchi and Next 15 may agree and, if required, the Court may approve or impose;
<b>“Scheme Court Hearing”</b>	the hearing by the Court of the application to sanction the Scheme;
<b>“Scheme Court Order”</b>	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
<b>“Scheme Document”</b>	the circular dated 17 June 2022 sent by M&C Saatchi to M&C Saatchi Shareholders and, amongst others, persons with information rights of which this Scheme forms a part;
<b>“Scheme Record Time”</b>	6.00 p.m. on the Business Day immediately after the date on which the Scheme Court Order is made;
<b>“Scheme Shareholders”</b>	holders of Scheme Shares;
<b>“Scheme Shares”</b>	the M&C Saatchi Shares:
	(a) in issue at the date of this document and which remain in issue at the Scheme Record Time;

- (b) (if any) issued after the date of this document but before the Voting Record Time and which remain in issue at the Scheme Record Time; and
- (c) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time, either on terms that the holder thereof shall be bound by the Scheme in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the Scheme and which remain in issue at the Scheme Record Time,  
in each case other than any Excluded Shares;

**“Takeover Code”**

the City Code on Takeovers and Mergers;

**“Takeover Offer”**

subject to the consent of the Panel and the terms of the Cooperation Agreement, should the Acquisition be implemented by way of a Takeover Offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Next 15 to acquire the entire issued and to be issued share capital of M&C Saatchi, other than M&C Saatchi Shares owned or controlled by the Next 15 Group and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;

**“uncertificated” or “in uncertified form”**

a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;

**“Voting Record Time”**

6.00 p.m. on the day which is two days before the date of the M&C Saatchi Court Meeting or, if the M&C Saatchi Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting; and

**“Wider Next 15 Group”**

Next 15 and its subsidiary undertakings and associated undertakings and any other body corporate partnership, joint venture or person in which Next 15 and all such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent.

References to clauses are to clauses of this Scheme, and references to time are to London time. Where the context so admits or requires, the plural includes the singular and *vice versa*.

- (B) The share capital of the Company as at the Latest Practicable Date was £1,227,434.35 divided into 122,743,435 M&C Saatchi Shares (485,970 M&C Saatchi Shares of which are held as treasury shares), all of which were credited as fully paid.
- (C) Options and awards to acquire up to 1,405,146 M&C Saatchi Shares have been granted pursuant to the M&C Saatchi Share Scheme as at the Latest Practicable Date. It is anticipated that options and awards over up to 1,405,146 M&C Saatchi Shares will vest and/or become exercisable (to the extent not already vested and/or exercisable) if the Court sanctions this Scheme.
- (D) As at the close of business on the Latest Practicable Date, no M&C Saatchi Shares were registered in the name of or beneficially owned by Next 15 or any other member of the Next 15 Group.
- (E) Next 15 has, subject to the satisfaction or, where capable, waiver of the Conditions, agreed to appear by Counsel at the Scheme Court Hearing to consent to this Scheme and to undertake to the Court to be bound thereby and to execute and do, or procure to be executed and done, all such documents, acts or things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.
- (F) Next 15 will rely upon the Court’s sanctioning of this Scheme as an approval of the Scheme following a hearing on its fairness to M&C Saatchi Shareholders for the purpose of qualifying for the exemption from the registration requirements on the US Securities Act of 1933, as amended, provided by section 3(a)(10) thereof with respect to the New Next 15 Shares to be issued pursuant to this Scheme.

## THE SCHEME

### 1. TRANSFER OF THE SCHEME SHARES

- 1.1 Subject to the terms of this Scheme, upon and with effect from the Effective Date, Next 15 and/or its nominee(s) as determined by Next 15 shall acquire all of the Scheme Shares with full title guarantee, fully paid and free from all liens, charges, equitable interests, security interests, encumbrances, rights of pre-emption, options and any other rights and interests of any nature whatsoever and together with all rights at the Effective Date and thereafter attaching thereto, including (without limitation) voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared or made or any other return of capital or value (whether by reduction of capital or share premium or otherwise) made, paid or payable on or after the Effective Date in respect of the Scheme Shares (other than any dividend, distribution or return of capital which is authorised, declared, made or paid in respect of the M&C Saatchi Shares on or after the Announcement Date and with a record date on or before the Scheme Record Time in respect of which a corresponding reduction has been made to the Consideration in accordance with clause 2.2).
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred to Next 15 and/or its nominee(s) by means of a form of transfer or other instrument of transfer and, to give effect to such transfers, any person may be appointed by Next 15 as attorney and/or agent and/or otherwise and is hereby authorised as such attorney and/or agent and/or otherwise on behalf of the relevant Scheme Shareholder(s) to execute and deliver as transferor a form of transfer of, or an instrument of transfer of transfer, by deed or otherwise, any Scheme Shares and every form or instrument of transfer so executed shall be effective as if it had been executed by the holder or holders of the Scheme Shares thereby transferred. Such form or instrument of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Next 15 and/or its nominee(s), together with the legal interest in such Scheme Shares, pursuant to such form or instrument of transfer.
- 1.3 Pending the registration of Next 15 or its nominee(s) as the holder of any Scheme Share to be transferred pursuant to this Scheme, with effect from the Effective Date each Scheme Shareholder irrevocably appoints Next 15 and/or its nominee(s) as its attorney or, failing that, as agent and/or otherwise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) to:
  - (a) deal with or dispose of such Scheme Share (or any interest in such Scheme Share);
  - (b) exercise any rights or privileges attached to its Scheme Shares (including but not limited to any voting rights attached to its Scheme Shares or the right to requisition the convening of a general meeting of the Company or of any class of its shareholders) and receive any distribution or other benefit accruing or payable in respect of its Scheme Shares and the registered holder of such Scheme Share shall exercise all rights attaching thereto in accordance with the directions of Next 15 but not otherwise;
  - (c) sign on behalf of such Scheme Shareholder such documents, and do such things, as may in the opinion of Next 15 and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Scheme Shares (including without limitation the authority to sign any consent to short notice of a general or separate class meeting and on their behalf to execute a form of proxy in respect of such shares appointing any person nominated by Next 15 and/or any one or more of its directors or agents to attend general and separate class meetings of the Company (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and
  - (d) send to Next 15 (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of the Company in respect of its Scheme Shares (including any share certificate(s) or other documents(s) of title issued as a result of conversion of its Scheme Shares into certificated form),

such that from the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares without the consent of Next 15 and no Scheme Shareholder shall appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company.

## **2. CONSIDERATION FOR THE TRANSFER OF THE SCHEME SHARES**

- 2.1 In consideration for the transfer of the Scheme Shares, Next 15 shall (subject to the remaining provisions of this Scheme) pay or procure that there shall be paid to, or for the account of, each such Scheme Shareholder (as appearing in the register of members of the Company at the Scheme Record Time), the Consideration.
- 2.2 If on or after the Announcement Date and prior to the Effective Date, the Company declares, makes or pays any dividend and/or other distribution and/or return of capital in respect of a Scheme Share, Next 15 will have the right to reduce the price per Scheme Share (due under the Consideration) by such amount payable by way of dividend and/or other distribution and/or return of capital per Scheme Share. The cash element of the Consideration will be reduced first. The exercise of such right shall not be regarded as constituting any revision or variation of the terms of this Scheme.
- 2.3 If Next 15 exercises the right referred to in clause 2.2 to reduce the price per Scheme Share payable by Next 15 due under the Consideration by all or part of the amount of the dividend (or other distribution or return of value):
  - (a) the Scheme Shareholders (appearing on the register of members of the Company, at the relevant record time as determined by the Company's directors) shall be entitled to receive and retain that dividend (or other distribution or return of value) in respect of the Scheme Shares they hold;
  - (b) any reference in this Scheme to the consideration payable under the Scheme shall be deemed a reference to the price per Scheme Share as so reduced; and
  - (c) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Scheme.
- 2.4 To the extent that any such dividend and/or other distribution and/or other return of value is declared, made or paid in respect of Scheme Shares and is: (i) transferred pursuant to the Acquisition on a basis which entitles Next 15 to receive and retain the dividend and/or other distribution and/or other return of value; or (ii) cancelled, the Consideration will not be subject to change in accordance with clause 2.2 of this Scheme.

## **3. SETTLEMENT OF CONSIDERATION**

- 3.1 The New Next 15 Shares to be issued in accordance with this Scheme shall be issued and credited as fully paid and free from all encumbrances and, subject to the Next 15 Articles, rights of pre-emption and any other third party rights of any nature whatsoever and shall rank *pari passu* in all respects with all other Next 15 Shares in issue on the Effective Date including the right to receive all dividends, distributions and other entitlements made or paid or declared thereon by reference to a record date after the Effective Date.
- 3.2 Fractions of New Next 15 Shares will not be allotted to any Scheme Shareholder, but all fractions of New Next 15 Shares to which Scheme Shareholders would otherwise have been entitled will be aggregated, allotted, issued and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by Next 15 in due proportions to Scheme Shareholders who would otherwise have been entitled to such fractions. However, individual entitlements to amounts of less than £3.00 will not be paid to M&C Saatchi Shareholders but will be retained for the benefit of Next 15.
- 3.3 Settlement shall be effected as follows:
  - (a) where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form:
    - (i) settlement of any cash consideration to which the Scheme Shareholder is entitled shall be paid by means of CREST by Next 15 procuring that Euroclear is instructed to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the cash consideration due to them as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date, in accordance with the CREST assured payment arrangements; and

- (ii) Next 15 shall procure that (i) the New Next 15 Shares to which such Scheme Shareholder is entitled shall be admitted to CREST and (ii) Euroclear shall be instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with the applicable number of New Next 15 Shares as soon as possible after 8.00 a.m. on the date of admission of the New Next 15 Shares to trading on AIM, and in any event within 14 days of the Effective Date;
- (b) where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form:
- (i) settlement of any cash consideration to which the Scheme Shareholder is entitled shall be settled by Next 15 procuring that the Registrar is instructed to despatch a cheque drawn on a branch of a clearing bank in the United Kingdom. Cheques shall be despatched by the Registrar as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date; and
  - (ii) Next 15 shall procure that (i) the New Next 15 Shares to which such Scheme Shareholder is entitled shall be allotted and issued and (ii) share certificates for the New Next 15 Shares be despatched to the relevant Scheme Shareholder as soon as practicable after the Effective Date and in any event within 14 days of the Effective Date; and
- (c) Next 15 reserves the right to pay any cash consideration or issue New Next 15 Shares to which any Scheme Shareholder is entitled under the Scheme to all or any Scheme Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time in the manner referred to in clause (b) if, for any reason, it wishes to do so or, for reasons outside its reasonable control, it is not able to effect settlement in accordance with clause (a).
- 3.4 All deliveries of share certificates, notices, statements of entitlement and/or cheques required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or international standard post, if overseas) in envelopes, or in the case of Overseas Holders, international standard post (or by such other method as may be approved by the Panel) addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time (or, in the case of joint holders, at the address of the joint holder whose name stands first in the register of members of the Company in respect of such joint holding at such time), and none of Next 15, the Company or their respective nominees or agents shall be responsible for any loss or delay in the transmission or delivery of any cheques sent in accordance with this clause 3.4 which shall be sent or posted at the risk of the persons entitled thereto.
- 3.5 All cheques shall be in pounds sterling drawn on a UK clearing bank and payments shall be made payable to the persons respectively entitled to the moneys represented thereby (except that, in the case of joint holders, Next 15 reserves the right to make such cheques payable to that one of the joint holders whose name stands first in the register of members of the Company in respect of such joint holding). In respect of payments made through CREST, Next 15 shall ensure that an assured payment obligation is credited in accordance with CREST assured payment arrangements. The encashment of any such cheque or the creation of any such CREST assured payment obligation shall be a complete discharge to Next 15 of its obligation to pay the monies represented thereby.
- 3.6 In the case of any Scheme Shares issued or transferred under the M&C Saatchi Share Scheme or the M&C Saatchi Put Option Schemes after the Scheme Court Hearing and before the Scheme Record Time, Next 15 may satisfy the consideration due to the relevant Scheme Shareholders under clause 2 by the payment to the Company of the aggregate consideration no later than 14 days after the Effective Date and the Company will procure that any such sums paid to it are paid to the relevant Scheme Shareholders as soon as practicable and in any event no later than 14 days after the Effective Date, such payment to be made after deduction of any exercise price required to be paid under the terms of the M&C Saatchi Share Scheme or the M&C Saatchi Put Option Schemes and any amounts required to be paid by the relevant Scheme Shareholders' employing company to any relevant tax authority in respect of applicable income tax and social security contributions for which the relevant Scheme Shareholders are liable arising on the receipt of such Scheme Shares by such Scheme Shareholders under the M&C Saatchi Share Scheme or the M&C Saatchi Put Option Schemes.

- 3.7 Settlement of the consideration payable to Scheme Shareholders under this Scheme shall, except with the consent of the Panel, be implemented in full without regard to any lien, right of set-off, counterclaim or other analogous right to which Next 15 may otherwise be, or claim to be, entitled against such Scheme Shareholder.

#### **4. OVERSEAS HOLDERS**

- 4.1 The provisions of clauses 2 and 3 shall be subject to any prohibition or condition imposed by law.
- 4.2 Without prejudice to the generality of the foregoing, if M&C Saatchi or Next 15 reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Holder, Next 15 may at its discretion determine that either:
- (a) such Restricted Overseas Holder shall not have allotted or issued to him New Next 15 Shares and that the New Next 15 Shares which would otherwise have been attributable to such Restricted Overseas Holder under the terms of the Acquisition shall be sold in the market and the cash proceeds of such sale forwarded to such Restricted Overseas Holder; by sending a cheque or creating an assured payment obligation in accordance with the provisions of clause 3; or
  - (b) the New Next 15 Shares shall be issued to such Restricted Overseas Holder (or a nominee appointed by Next 15 on behalf of such Restricted Overseas Holder) but shall be sold in the market on his behalf and the cash proceeds of such sale forwarded to the relevant Restricted Overseas Holder by sending a cheque or creating an assured payment obligation in accordance with the provisions of clause 3,

(in each case after deduction of broking fees and other sale costs and expenses).

- 4.3 Any such sale under clause 4.2 shall be carried out at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commission, together with any value added tax thereon, incurred in connection with such sale, including any tax or foreign exchange conversion fees payable on the proceeds of sale) shall be paid to such Restricted Overseas Holder by sending a cheque or creating an assured payment obligation in accordance with the provisions of clause 3.

#### **5. SHARE CERTIFICATES AND TRANSFER OF ENTITLEMENTS**

- 5.1 With effect from and including the Effective Date:
- (a) Scheme Shareholders shall in accordance with this Scheme cease to have any rights with respect to the Scheme Shares, except the right to receive the consideration determined as set out in clauses 2, 3 and 4;
  - (b) all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised therein and every Scheme Shareholder shall be bound at the request of the Company to deliver up their share certificate(s) to the Company or to destroy the same;
  - (c) Euroclear shall be instructed to cancel or transfer the entitlements to Scheme Shares of Scheme Shareholders in uncertificated form; and
  - (d) following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, the Company shall procure (if necessary) that such entitlements to Scheme Shares are rematerialized.
- 5.2 On or as soon as is reasonably practicable after the Effective Date and subject to completion of such transfer forms, instruments or instructions as may be required in accordance with clause 1.2, appropriate entries shall be made in the register of members of the Company to reflect the transfer of the Scheme Shares to Next 15. Any such transfer form, instrument or instruction which is in writing and which constitutes an instrument of transfer shall be deemed to be the principal instrument.

## **6. MANDATES**

All mandates relating to the payment of dividends on any Scheme Shares and other instructions given to the Company by Scheme Shareholders in force at the Scheme Record Time relating to holdings of M&C Saatchi Shares shall, unless amended or revoked, be deemed as from the Effective Date to be an effective mandate or instruction to Next 15 in respect of the corresponding New Next 15 Shares to be issued pursuant to this Scheme.

## **7. EFFECTIVE DATE**

- 7.1 This Scheme shall become Effective in accordance with its terms as soon as a copy of the Scheme Court Order shall have been delivered to the Registrar of Companies.
- 7.2 Unless this Scheme shall have become Effective on or before the Long Stop Date, or such later date if any as M&C Saatchi and Next 15 may agree and the Court and the Panel may allow, this Scheme shall lapse and no part of this Scheme shall ever become Effective.

## **8. MODIFICATION**

The Company and Next 15 may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose.

## **9. GOVERNING LAW**

- 9.1 This Scheme and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. The rules of the Takeover Code will, so far as they are appropriate, apply to this Scheme.
- 9.2 The courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Scheme.

**Dated: 17 June 2022**

## PART 7

### UNITED KINGDOM TAXATION

*The comments set out below are based on what is understood to be current United Kingdom tax law as applied in England in respect of persons who are United Kingdom residents and HMRC practice as at the date of this document, both of which are subject to change, possibly with retrospective effect, and noting that non-statutory guidance may not be binding on HMRC. They are intended as a general guide and apply only to Scheme Shareholders who are to be issued with shares pursuant to the Scheme, who are resident and in the case of an individual, domiciled, for tax purposes in the United Kingdom and to whom "split year" treatment does not apply (except insofar as express reference is made to the treatment of non-United Kingdom residents), who hold Scheme Shares and New Next 15 Shares as an investment and who are the absolute beneficial owners of them. (In particular, shareholders holding their shares via a depositary receipt system or clearance service should note that they may not always be the absolute beneficial owners of them.) The discussion does not address all possible tax consequences relating to an investment in the shares. Certain categories of shareholders, such as traders, brokers, dealers, banks, financial institutions, insurance companies, investment companies, collective investment schemes, tax-exempt organisations, persons connected with M&C Saatchi, Next 15 or members of either of their groups, persons holding shares as part of hedging or conversion transactions, shareholders who are not domiciled in the United Kingdom, shareholders who have (or are deemed to have) acquired their shares by virtue of an office or employment, and shareholders who are, are to become or have been officers or employees of M&C Saatchi or Next 15 or members of either of their groups and others subject to specific tax regimes or benefitting from certain reliefs or exemptions, may be subject to special rules and this summary does not apply to such shareholders.*

*Shareholders who are in any doubt about their tax position, or who are resident in Scotland, Wales or outside the United Kingdom or are otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers.*

*Special tax provisions may apply to Scheme Shareholders who have acquired or who acquire their Scheme Shares by exercising options under the M&C Saatchi Share Scheme, including provisions imposing a charge to income tax. This summary does not apply to such Scheme Shareholders and such Scheme Shareholders are advised to seek independent professional advice.*

#### **TAX CONSEQUENCES OF THE SCHEME**

##### ***Tax consequences on the issue of the New Next 15 Shares and cash consideration***

###### ***Receipt of New Next 15 Shares pursuant to the Scheme***

To the extent that a Scheme Shareholder receives New Next 15 Shares under the terms of the Scheme in respect of some or all of his Scheme Shares and that Scheme Shareholder does not hold (either alone or together with persons connected with him) more than five per cent of, or of any class of, shares in or debentures of M&C Saatchi (which, in practice, would mean five per cent of the class of shares which Scheme Shareholders will exchange for New Next 15 Shares), that Scheme Shareholder should, for the purposes of tax on chargeable gains, be treated as having made no disposal of a proportion of his Scheme Shares. Instead, the New Next 15 Shares will be treated as the same asset acquired at the same time as and for the same consideration as those Scheme Shares in respect of which he received the New Next 15 Shares.

The treatment described above will apply to any Scheme Shareholder who holds (either alone or together with persons connected with him) more than five per cent of, or any class of, shares in or debentures of M&C Saatchi provided that the Scheme will be effected for bona fide commercial reasons and that it does not form part of a scheme or arrangements of which the main purpose, or one of the main purposes, is avoidance of a liability to capital gains tax or corporation tax. M&C Saatchi has written to HMRC pursuant to section 138 Taxation of Chargeable Gains Act 1992 requesting clearance that HMRC are satisfied that the Acquisition will be effected for *bona fide* commercial reasons and will not form part of any scheme or arrangement of which the main purpose, or one of the main purposes, is avoidance of liability to capital gains tax or corporation tax.

###### ***Receipt of Cash***

To the extent that a Scheme Shareholder receives cash under the terms of the Scheme in respect of some or all of his Scheme Shares, that Scheme Shareholder will, except to the extent referred to in the penultimate

paragraph of this section, be treated as making a part disposal of such Scheme Shares. Depending on the Scheme Shareholder's individual circumstances (including the availability of exemptions, reliefs or allowable losses), the part disposal may give rise to a liability to UK tax on chargeable gains. Any chargeable gain on such a disposal will be computed on the basis of an apportionment of the allowable cost to the holder of acquiring his relevant Scheme Shares between any Scheme Shares that are exchanged for New Next 15 Shares and those Scheme Shares in respect of which he has received cash, by reference to their market values at the time of the relevant disposal.

If a Scheme Shareholder receives cash as a result of the sale of any fractional entitlement of New Next 15 Shares that are sold in the market in accordance with paragraph 14 of Part 2 ("Fractional Entitlements"), this should, except to the extent referred to in the penultimate paragraph of this section, be treated as a part disposal, of his Scheme Shares which may, depending on the shareholder's individual circumstances (including the availability of exemptions or allowable losses), give rise to a liability to United Kingdom tax on capital gains. Any chargeable gain on such a disposal will be computed on the basis of an apportionment of the allowable cost of the holding by reference to the market value of the holding at the time of disposal.

If the amount of cash received is small in comparison with the value of his Scheme Shares, the Scheme Shareholder should not generally be treated as having made a part disposal of his Scheme Shares. Instead, the cash should generally be treated as a deduction from the allowable cost of his Scheme Shares rather than as the proceeds of disposal. Under current HMRC practice, any cash payment of £3,000 or less or which is five per cent or less of the market value of a Scheme Shareholder's holding of Scheme Shares should generally be treated as small for these purposes.

Participants in the M&C Saatchi Share Scheme are advised to seek independent professional advice regarding their tax treatment.

#### ***Taxation of Capital Gains on a future disposal of New Next 15 Shares***

##### *Individual Shareholders resident in the United Kingdom*

For a United Kingdom resident individual Shareholder within the charge to United Kingdom capital gains tax, capital gains tax would be charged on chargeable gains on the disposal (including a deemed disposal) of New Next 15 Shares. Subject to available reliefs or allowances, a chargeable gain arising on a disposal of New Next 15 Shares by an individual United Kingdom resident shareholder would be taxed at the rate of 10 per cent except to the extent that the gain, when it is added to the shareholder's other taxable income and gains in the relevant tax year, exceeds the upper limit of the income tax basic rate band, in which case it will be taxed at the rate of 20 per cent. The capital gains tax annual exemption may be available to individual shareholders (to the extent it has not already been utilised) to offset against chargeable gains realised on a disposal of their New Next 15 Shares. For the tax year 6 April 2022 to 5 April 2023 the annual exemption is £12,300.

##### *Corporate Shareholders resident in the United Kingdom*

For Next 15 Shareholders within the charge to United Kingdom corporation tax on chargeable gains, a disposal (or deemed disposal) of New Next 15 Shares may give rise to a chargeable gain or allowable loss for the purposes of United Kingdom corporation tax.

Corporation tax is charged on chargeable gains at the corporation tax rate applicable to that corporate shareholder, subject to any available exemption or relief. The current main rate of corporation tax is 19%. From 1 April 2023, the corporation tax main rate is expected to increase from 19% to 25% for companies with profits over £250,000 and a small profits rate of 19% will be introduced. The small profits rate will apply to companies with profits of not more than £50,000, with marginal relief available for profits up to £250,000.

##### *Shareholders not resident in the United Kingdom*

A Next 15 Shareholder who is not a United Kingdom resident (whether an individual or a company) will not be subject to United Kingdom tax on a gain arising on a disposal of New Next 15 Shares unless (a) the Next 15 Shareholder carries on a trade, profession or vocation in the United Kingdom through a permanent establishment and, broadly, holds the New Next 15 Shares for the purposes of that trade, profession, vocation, or (b) the Next 15 Shareholder falls within the anti-avoidance rules applying to individuals who are temporarily not resident in the United Kingdom.

Shareholders who are not resident in the United Kingdom may be subject to foreign taxation on any gain under local law.

#### ***Stamp Duty and Stamp Duty Reserve Tax (“SDRT”) in respect of New Next 15 Shares***

*The statements in this section are intended as a general guide to the current United Kingdom stamp duty and SDRT position in respect of New Next 15 Shares. Scheme Shareholders should note that certain categories of person are not liable to stamp duty or SDRT and others may be liable at a higher rate or may, although not primarily liable for tax, be required to notify and account for SDRT under the Stamp Duty Reserve Tax Regulations 1986.*

##### *General*

Except in relation to depositary receipt systems and clearance services (to which the special rules outlined below apply), no stamp duty or SDRT will arise on the issue of shares in registered form by Next 15.

No stamp duty or SDRT should be payable on any future transfer of New Next 15 Shares since the exemption for shares admitted to trading on a recognised growth market (such as AIM) and not listed on a recognised stock exchange (such as the Main Market of the London Stock Exchange) should apply. This is on the basis that the New Next 15 Shares will be admitted to trading on AIM on the Effective Date, that AIM remains a recognised growth market and that the New Next 15 Shares remain admitted to trading on AIM and are not listed on a recognised stock exchange.

Should the recognised growth market exemption not apply, an agreement to transfer New Next 15 Shares will normally give rise to a charge to SDRT at the rate of 0.5 per cent of the amount or value of the consideration payable for the transfer. SDRT is, in general, payable by the purchaser.

Should the recognised growth market exemption not apply, an instrument transferring New Next 15 Shares will generally be subject to stamp duty at the rate of 0.5 per cent of the amount or consideration given for the transfer (rounded up to the nearest £5). The purchaser normally pays the stamp duty.

An exemption from stamp duty is also available on an instrument transferring New Next 15 Shares where the amount or value of the consideration is £1,000 or less, and it is certified on the instrument that the transaction effected does not form part of a larger transaction or series of transactions in respect of which the aggregate amount or value of the consideration exceeds £1,000.

If a duly stamped transfer instrument completing an agreement to transfer New Next 15 Shares is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT paid is generally repayable, normally with interest, provided that a claim for repayment is made and otherwise the SDRT charge is cancelled.

#### ***Taxation of Dividends on New Next 15 Shares***

Next 15 would not currently be required to withhold amounts on account of United Kingdom tax at source when paying a dividend on New Next 15 Shares.

The following statements in this section apply to United Kingdom individual residents, other than those resident in Scotland or Wales to whom different income tax rates may apply, unless otherwise indicated. For the tax year 6 April 2022 to 5 April 2023 a nil rate of income tax is applied to the first £2,000 of an individual's dividend income (the “**dividend allowance**”). For these purposes, dividend income includes UK and non-UK source dividends and certain other distributions in respect of shares.

Therefore, an individual Next 15 Shareholder who receives a dividend from Next 15 will not be liable to United Kingdom income tax on the dividend to the extent that (taking account of any other dividend income received by the Next 15 Shareholder in the same tax year) that dividend falls within the dividend allowance.

To the extent that (taking account of any other dividend income received by the individual Next 15 Shareholder in the same tax year) the dividend exceeds the dividend allowance, it will be subject to income tax at 8.75 per cent to the extent that it falls below the threshold for higher rate income tax. To the extent that (taking account of other dividend income received in the same tax year) it falls above the threshold for higher rate income tax then the dividend will be taxed at 33.75 per cent to the extent that it is within the higher rate band, or 39.35 per cent to the extent that it is within the additional rate band (each such rate as applicable in tax year 6 April 2022 to 5 April 2023).

For the purposes of determining which of the taxable bands dividend income falls into, dividend income will be treated as the highest part of an individual Next 15 Shareholder's income. In addition, dividends

within the dividend allowance which (in the absence of the dividend allowance) would otherwise have fallen within the basic or higher rate bands will use up those bands respectively and so will be taken into account in determining whether the threshold for higher rate or additional rate income tax is exceeded.

Next 15 Shareholders who are within the charge to corporation tax will be subject to corporation tax on dividends paid by Next 15, unless (subject to special rules for such shareholders that are small companies) the dividends fall within an exempt class and certain other conditions are met. Each shareholder's position will depend on its own individual circumstances, although it would normally be expected that the dividends paid by Next 15 would fall within an exempt class. It should be noted that the exemptions are not comprehensive and are also subject to anti-avoidance rules.

No tax credit will attach to any dividend paid by Next 15. A shareholder resident outside the United Kingdom may also be subject to foreign taxation on dividend income under local law. Next 15 Shareholders who are not resident for tax purposes in the United Kingdom (or who are so resident but are resident in Scotland or Wales) should obtain their own tax advice concerning tax liabilities on dividends received from Next 15.

#### *Inheritance Tax in respect of New Next 15 Shares*

New Next 15 Shares will be assets situated in the United Kingdom for the purposes of United Kingdom inheritance tax. A gift of such assets by, or the death of, a Next 15 Shareholder may (subject to certain exemptions and reliefs) give rise to a liability to United Kingdom inheritance tax, even if the holder is neither domiciled in the United Kingdom nor deemed to be domiciled there (under certain rules relating to long residence or previous domicile). Generally, United Kingdom inheritance tax is not chargeable on gifts to individuals if the transfer is made more than seven complete years prior to the death of the donor. For inheritance tax purposes, a transfer of assets at less than full market value may be treated as a gift and particular rules apply to gifts where the donor reserves or retains some benefit. Special rules also apply to close companies and to trustees of settlements who hold New Next 15 Shares bringing them within the charge to inheritance tax. Next 15 Shareholders should consult an appropriate professional adviser if they make a gift of any kind or intend to hold any New Next 15 Shares through such a company or trust arrangement. They should also seek professional advice in a situation where there is potential for a double charge to United Kingdom inheritance tax and an equivalent tax in another country or if they are in any doubt about their United Kingdom inheritance tax position.

Scheme Shares are currently admitted to trading on AIM and, subject to certain conditions being met by both M&C Saatchi and any holder of Scheme Shares, business property relief (a relief from United Kingdom inheritance tax) may be available in respect of existing holdings of Scheme Shares. New Next 15 Shares will also be admitted to trading on AIM, so subject to certain conditions being met by both Next 15 and any holder of Next 15 Shares, business property relief may be available in respect of holdings of New Next 15 Shares. Shareholders who are in any doubt about the United Kingdom inheritance tax impact of the exchange of Scheme Shares for New Next 15 Shares should obtain detailed advice from their own professional advisers.

## PART 8

### M&C SAATCHI PROFIT FORECAST

#### Section A – Profit Forecast

The following statements referring to M&C Saatchi's profit forecast for FY22 (the “**FY22 Profit Forecast**”) and FY23 (the “**FY23 Profit Forecast**”) included in an announcement released by the Company on 29 April 2022 and repeated at paragraph 6 of Part 1 (*Letter from the Chairman of M&C Saatchi Plc*) of this document constitutes an ordinary course profit forecast for the purposes of Rule 28.1(b) and Note 2(a) on Rule 28.1 of the Takeover Code (together, the “**M&C Saatchi Profit Forecast**”):

A copy of the M&C Saatchi Profit Forecast is set out below:

*“Further to the Company’s trading update announcement on 21 January 2022 and the announcement of the Company’s final results for the year ended 31 December 2021 (“FY21”) announced separately today (the “Results Announcement”), the Company is pleased to announce M&C Saatchi’s projections for the years ending 31 December 2022 (“FY22”) and 2023 (“FY23”).*

*The Company has delivered continued record performance in FY21 as demonstrated by seven consecutive positive trading updates since January 2021, and as detailed in the Results Announcement where the Company has reported headline profit before tax of £27.3m, ahead of its expectations and over a 200% increase on the prior year.*

*Taking into account the robust financial performance delivered in 2021 and the strong momentum in 2022 so far, M&C Saatchi is now forecasting headline profit before tax in the region of:*

- £31 million in FY22; and
- £41 million in FY23

*These forecasts evidence the future potential of the business, comprising expected revenue growth from existing clients and new client wins, coupled with further simplification under the accelerated Company strategy. Further details are set out in the appendix to this announcement.*

*The Company remains highly confident in its ability to create material value for its shareholders.”*

Further information on the bases of belief supporting the M&C Saatchi Profit Forecast, including the principal assumptions and sources of information, is set out below.

#### Bases of preparation

The M&C Saatchi Directors prepared the FY22 Profit Forecast and FY23 Profit Forecast on the basis of the management accounts for FY21, a detailed forecast for the period to 31 December 2022 and, in the case of the FY23 Profit Forecast, M&C Saatchi’s five-year business plan for the period to 31 December 2026. The FY22 Profit Forecast and FY23 Profit Forecast exclude any ongoing or expected transaction costs applicable to any offer, any other associated accounting impacts as a direct result of any offer or any disruption or impact as a direct result of any offer.

#### Assumptions

The M&C Saatchi Profit Forecast is based on the assumptions listed below:

##### *Factors outside the influence of the M&C Saatchi Directors*

- There will be no material changes to existing prevailing macroeconomic or political conditions in any of the markets and regions in which M&C Saatchi operates due to any impact of the ongoing Ukraine-Russia crisis.
- There will be no material changes to the conditions of the markets and regions in which M&C Saatchi operates or in relation to customer demand or the behaviour of competitors in those markets and regions.
- Interest rates, inflation, foreign exchange and tax rates in the markets and regions in which M&C Saatchi operates will remain materially unchanged from the prevailing expectations.
- There will be no significant further increase in global economic uncertainty as a result of the Covid-19 pandemic.

- There will be no material adverse events that will have a significant impact on M&C Saatchi's financial performance (such as a natural disaster, an act of terrorism or change in political regime) which results in significant disruption to M&C Saatchi's business.
- There will be no business disruptions that materially affect M&C Saatchi or its key customers as a result of a cyberattack and/or technological issues or supply chain disruptions.
- There will be no material changes in legislation or regulatory requirements impacting M&C Saatchi's operations or on its accounting policies.
- There will be no material litigation in relation to any of M&C Saatchi's operations.

***Factors within the influence of the M&C Saatchi Directors***

- There will be no material change to the present management of M&C Saatchi, other than as already announced.
- There will be no material change to the accelerated strategy of M&C Saatchi
- The core strategy of connected revenue growth, driven by a team dedicated to this line of revenue, will drive increased new global business.
- M&C Saatchi intends to initiate phase II of its global cost savings programme which is expected to generate savings in both FY22 and FY23; the scale of its contribution to headline profit before tax in FY22 and FY23 is dependent on the programme commencing no later than June 2022.
- There will be no material adverse change in M&C Saatchi's ability to maintain customer and partner relationships.
- There will be no material acquisitions or disposals.
- There will be no material strategic investments over and above those currently planned.
- There will be no material change in the dividend or capital policies of M&C Saatchi outside of what has previously been publicly announced.
- There will be no loss of client contracts unless a contract is due to terminate in the period.
- All long-term clients will be retained and will continue to generate revenues in line with their budgets, retainers, historical trends and past behaviours.
- M&C Saatchi will continue to generate a portion of its annual net revenues from new clients, consistent with prior years.
- Both net revenue and headline PBT margin are assumed to grow in FY22 and FY23. In particular:
  - In FY22 and FY23, the M&C Saatchi Directors have assumed net revenue growth based upon divisional analysis and forecasting including expected new and existing client wins. The M&C Saatchi Directors' view of annual net revenue growth in FY22 and FY23 is further supported by M&C Saatchi's robust financial performance and growth in 2021, broader macro forecasts, including the GroupM forecast growth for the global advertising market as a whole and the forecast revenue growth of its closest listed peers.
  - Excluding the impact of the phase II of the global cost saving programme (see below), the M&C Saatchi Directors have forecast growth in profit before tax margins in FY22 and FY23 partly driven by efficiency savings and increased operational leverage.

**M&C Saatchi Directors' confirmation and reports**

The FY22 Profit Forecast and FY23 Profit Forecast constitute profit forecasts under Rule 28.1(a) of the Code.

**(a) FY22 Profit Forecast**

BDO LLP ("BDO"), as reporting accountant to M&C Saatchi, and Numis Securities Limited and Liberum Capital Limited, as financial advisers to M&C Saatchi, have each provided a report in respect of the FY22 Profit Forecast as required under Rule 28.1(a) of the Code.

Copies of these reports are included in Sections B and C respectively of this Part 8.

Each of BDO, Numis and Liberum has given and has not withdrawn its consent to the inclusion of its report in the form and context in which it is included.

**(b) FY23 Profit Forecast**

The FY23 Profit Forecast constitutes a profit forecast under Rule 28.1(a) of the Code. However, in accordance with Rule 28.2 of the Code, the Panel has granted M&C Saatchi a dispensation from the requirement to include reports from reporting accountants and its financial advisers in relation to the FY23 Profit Forecast because it is for a financial period ending more than 15 months from the date on which it is first published.

The M&C Saatchi Directors confirm that the FY23 Profit Forecast has been properly compiled on the basis of the assumptions set out above and has been prepared on a basis consistent with M&C Saatchi's accounting policies used in M&C Saatchi's audited financial statements for the year ended 31 December 2021 and in accordance with IFRS.

In accordance with the requirements of Rule 27.2(d) of the Takeover Code, the M&C Saatchi Directors confirm that the FY23 Profit Forecast remains valid as at the date of this document.

## Section B – Report by BDO LLP on Profit Forecast

BDO LLP  
55 Baker Street  
London  
W1U 7EU

29 April 2022

The Independent Directors  
M&C Saatchi Plc  
36 Golden Square  
London  
W1F 9EE

Numis Securities Limited  
45 Gresham Street  
London  
EC2V 7BF

Liberum Capital Limited  
Ropemaker Place  
Level 12  
25 Ropemaker Street  
London  
EC2Y 9LY

Dear Sir or Madam

We report on the forecast of headline profit before tax of M&C Saatchi Plc (the “**Company**”) and its subsidiaries (together the “**Group**”) for the year ending 31 December 2022 (the “**FY22 Profit Forecast**”). The FY22 Profit Forecast, and the material assumptions upon which it is based, are set out in Part A of the appendix of the “**Issue of Profit Forecasts**” announcement (the “**Announcement**”).

### *Opinion*

In our opinion, the FY22 Profit Forecast has been properly compiled on the basis stated and the basis of accounting used is consistent with the Company’s accounting policies.

The FY22 Profit Forecast has been made in the context of the disclosures in Part A of the appendix to this announcement setting out the principal assumptions supporting the FY22 Profit Forecast.

This report is required by Rule 28.1(a)(i) of the City Code on Takeovers and Mergers (the “**Takeover Code**”) and is given for the purpose of complying with that requirement and for no other purpose.

### *Responsibilities*

It is the responsibility of the independent directors of the Company (the “**Independent Directors**”) to prepare the FY22 Profit Forecast in accordance with the requirements of Rule 28 of the Takeover Code.

It is our responsibility to form an opinion, as required by Rule 28.1(a)(i) of the Takeover Code, as to the proper compilation of the FY22 Profit Forecast and to report that opinion to you as to whether the FY22 Profit Forecast has been properly compiled on the basis stated and the basis of accounting used is consistent with the Company’s accounting policies.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and to the shareholders of the Company, to the fullest extent permitted by the law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Rule 23.2 of the Takeover Code, consenting to its inclusion in the Announcement.

### **Basis of preparation of the FY22 Profit Forecast**

The FY22 Profit Forecast has been prepared on the basis stated in Part A of the appendix of the Announcement.

The FY22 Profit Forecast is required to be presented on a basis consistent with the accounting policies of the Group.

### **Basis of opinion**

We conducted our work in accordance with Standards for Investment Reporting issued by the Financial Reporting Council of the United Kingdom. We are independent in accordance with the Financial Reporting Council's Ethical Standard as applied to Investment Circular Reporting Engagements, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

Our work included considering whether the FY22 Profit Forecast has been accurately computed based upon the disclosed assumptions and the accounting policies of the Group. Whilst the assumptions upon which the FY22 Profit Forecast are based are solely the responsibility of the Independent Directors, we considered whether anything came to our attention to indicate that any of the assumptions adopted by the Independent Directors which, in our opinion, are necessary for a proper understanding of the FY22 Profit Forecast have not been disclosed and whether any material assumption made by the Independent Directors appears to us to be unrealistic.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the FY22 Profit Forecast has been properly compiled on the basis stated.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in the United States of America or other jurisdictions outside the United Kingdom and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Since the FY22 Profit Forecast and the assumptions on which it is based relate to the future and may therefore be affected by unforeseen events, we express no opinion as to whether the actual profits achieved will correspond to those shown in the FY22 Profit Forecast and the differences may be material.

Yours faithfully

BDO LLP

Chartered Accountants

*BDO LLP is a limited liability partnership registered in England and Wales (with registered number OC305127).*

## **Section C – Report by Numis Securities Limited and Liberum Capital Limited on Profit Forecast**

The Board of Independent Directors (the “**Independent Directors**”)  
M&C Saatchi plc  
36 Golden Square  
London  
W1F 9EE

29 April 2022

### **Report on the profit forecast of M&C Saatchi plc (M&C Saatchi)**

Dear Independent Directors,

We refer to the profit forecast comprising a forecast of headline profit before tax of M&C Saatchi for the year ended 31 December 2022 (the “**FY22 Profit Forecast**”), for which the Independent Directors are solely responsible under Rule 28.3 of the City Code on Takeovers and Mergers (the “**City Code**”). The FY22 Profit Forecast and the basis on which it is prepared, are set out in Part A of the appendix to the announcement entitled “Issue of Profit Forecasts” (the “**Announcement**”).

We have discussed the FY22 Profit Forecast (including the bases and assumptions on which they are made), with the Independent Directors and those employees of M&C Saatchi who prepared the FY22 Profit Forecast as well as BDO LLP in their role as reporting accountants in respect of the FY22 Profit Forecast. The FY22 Profit Forecast is subject to uncertainty and our work did not involve an independent examination, or verification, of any of the financial or other information underlying the FY22 Profit Forecast.

We have relied upon the accuracy and completeness of all the financial and other information provided to us by or on behalf of M&C Saatchi, or otherwise discussed with or reviewed by us in connection with the FY22 Profit Forecast, and we have assumed such accuracy and completeness for the purposes of providing this letter. You have confirmed to us that all information relevant to the FY22 Profit Forecast has been disclosed to us. We do not express any view as to the achievability of the FY22 Profit Forecast, whether on the basis identified by the Independent Directors in the disclosures in Part A of the appendix to the Announcement, or otherwise.

We have also reviewed the work carried out by BDO LLP on the FY22 Profit Forecast and have discussed with them the opinion addressed to you and us on this matter and which is set out in Part B of the appendix to the Announcement.

On the basis of the foregoing, we consider that the FY22 Profit Forecast, for which you as the Independent Directors are solely responsible, has been prepared with due care and consideration.

This letter is provided to you solely having regard to the requirements of, and in connection with, Rule 28.1(a)(ii) of the City Code and for no other purpose. We accept no responsibility to M&C Saatchi, its shareholders or to any person other than the Independent Directors in respect of the contents of this letter. Each of Numis Securities Limited and Liberum Capital Limited are acting exclusively as financial adviser to M&C Saatchi and no one else. No person other than the Independent Directors can rely on the contents of, or the work undertaken in connection with, this letter, and to the fullest extent permitted by law, we exclude and disclaim all liability (whether in contract, tort or otherwise) to any other person, in respect of this letter, its contents or the work undertaken in connection with this letter or any of the results or conclusions that may be derived from this letter or any written or oral information provided in connection with this letter, and any such liability is expressly disclaimed except to the extent that such liability cannot be excluded by law.

Yours faithfully,

For and on behalf of

Numis Securities Limited

For and on behalf of

Liberum Capital Limited

## PART 9

### DESCRIPTION OF THE NEW NEXT 15 SHARES

#### 1. TYPE AND CLASS OF SECURITIES BEING OFFERED

In consideration of the acquisition to be effected by the Scheme, Next 15 intends to issue the New Next 15 Shares to the Scheme Shareholders. The ISIN of the New Next 15 Shares is GB0030026057.

#### 2. CURRENCY OF THE SECURITIES

Pounds sterling in respect of the Next 15 Shares and the New Next 15 Shares.

#### 3. NUMBER OF SHARES IN ISSUE

As at the close of business on the Latest Practicable Date, Next 15 has 98,222,313 fully paid Next 15 Shares in issue. Next 15 has no partly paid Next 15 Shares in issue.

#### 4. DESCRIPTION OF THE RIGHTS ATTACHING TO THE SECURITIES

The New Next 15 Shares will, when issued, rank equally in all respects with existing Next 15 Shares, including the right to receive all dividends or other distributions made, paid or declared, if any, by reference to a record date after the date of their issue.

#### 5. RESTRICTIONS ON THE FREE TRANSFERABILITY OF THE SECURITIES

The Next 15 Shares are freely transferrable subject to the following restrictions which are contained in the Next 15 Articles: (i) the Board of Next 15 may refuse to register the transfer of a certificated share unless it is: (a) in respect of a share which is fully paid; (b) in respect of a share on which Next 15 has no lien; (c) in respect of only one class of shares; (d) in favour of not more than four joint transferees; (e) duly stamped (if required); and (f) delivered for registration at the registered office of Next 15 or such other place as the Board of Next 15 may decide, accompanied by the certificate for the shares to be transferred and such other evidence as the Next 15 Directors may reasonably require to prove the right of the transferor to make the transfer; and (ii) the Board of Next 15 may, in circumstances permitted by the FCA and the London Stock Exchange, refuse to register a transfer of any share.

The making of the proposed offer of New Next 15 Shares to persons located or resident in, or who are citizens of, or who have a registered address in countries other than the United Kingdom, may be affected by the law or regulatory requirements of the relevant jurisdiction, which may include restrictions on the free transferability of such New Next 15 Shares.

#### 6. ADMISSION

The existing Next 15 Shares are admitted to trading on AIM. It is expected that Admission will become effective and that unconditional dealings on the London Stock Exchange in the New Next 15 Shares will commence at 8.00 a.m. (London Time) on the Business Day immediately following the Effective Date. No application is currently intended to be made for the existing Next 15 Shares or the New Next 15 Shares to be admitted to listing or dealt with on any other exchange.

#### 7. DIVIDEND POLICY

It is the intention of the Next 15 Directors that Next 15 will pay dividends from surplus income to the extent that such income is distributable in line with its dividend policy. Where opportunities exist that fit the Next 15 Group's strategy, the Next 15 Group may reinvest disposal proceeds.

There can be no guarantee as to the amount of any dividend payable by Next 15.

## PART 10

### DEFINITIONS

The following definitions apply throughout this document, other than in Part 6 (*The Scheme of Arrangement*) of this document and the notices of the M&C Saatchi Meetings, unless the context requires otherwise:

<b>“Acquisition”</b>	the offer by Next 15 for the entire issued and to be issued ordinary share capital of M&C Saatchi, save for the M&C Saatchi Shares (i) already owned or controlled by the Next 15 Group, to be implemented by means of the Scheme, or should Next 15 so elect in accordance with the terms of the Cooperation Agreement with the consent of the Panel, by means of a Takeover Offer, and where the context admits, any subsequent revision, variation, extension or renewal thereof;
<b>“Acquisition Value”</b>	has the meaning given in paragraph 2 of Part 1 ( <i>Letter from the Chairman of M&amp;C Saatchi</i> ) of this document
<b>“Admission”</b>	the admission of the New Next 15 Shares to trading on AIM;
<b>“Admission Condition”</b>	has the meaning given in paragraph 3(b) of Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document in respect of the admission of the New Next 15 Shares to trading on AIM;
<b>“ADV”</b>	AdvancedAdvT Limited, a company incorporated in the British Virgin Islands with company number 2040954;
<b>“ADV All Share Offer”</b>	the all share offer made by ADV pursuant to the ADV Offer;
<b>“ADV Cash and Shares Offer”</b>	the cash and shares offer made by ADV pursuant to the ADV Offer;
<b>“ADV Directors”</b>	the directors of ADV as at the date of this document or, where the context so requires, the directors of ADV from time to time;
<b>“ADV Offer”</b>	means the offer first announced on 17 May 2022 and made on 14 June 2022 by ADV for the entire issued and to be issued share capital of M&C Saatchi not already held by it;
<b>“ADV Offer Document”</b>	the offer document published by ADV on 14 June 2022 by which the ADV Offer was made;
<b>“ADV Share”</b>	an ordinary share of ADV;
<b>“AIM”</b>	the AIM market operated by the London Stock Exchange;
<b>“AIM Rules”</b>	the ‘AIM Rules for Companies’ issued by the London Stock Exchange from time to time;
<b>“Announcement”</b>	the joint announcement of the Acquisition by Next 15 and M&C Saatchi under Rule 2.7 of the Takeover Code, released on the Announcement Date;
<b>“Announcement Date”</b>	20 May 2022;
<b>“Board of Next 15”</b>	the board of directors of Next 15, comprising the Next 15 Directors;
<b>“Business Day”</b>	a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business;
<b>“Cash Consideration”</b>	the cash portion of the Consideration, being the cash amount of 40 pence payable by Next 15 in respect of each Scheme Share, as may be adjusted in accordance with the terms of the Acquisition as set out in this document;
<b>“certificated” or “in certificated form”</b>	not in uncertificated form (that is, not in CREST);

<b>“Clean Team Agreement”</b>	the clean team confidentiality agreement dated 20 April 2022 entered into between M&C Saatchi and Next 15;
<b>“Closing Price”</b>	the closing middle market price of a Next 15 Share or an M&C Saatchi Share or an ADV Share (as appropriate) as at 6:00 p.m. on the day to which such price relates, as derived from the AIM appendix to the Daily Official List
<b>“CFIUS”</b>	has the meaning given to it in 3(c)(iv) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“CMA”</b>	the Competition and Markets Authority, a UK statutory body established under the Enterprise and Regulatory Reform Act 2013;
<b>“Companies Act”</b>	the Companies Act 2006, as amended from time to time;
<b>“Completion”</b>	the Acquisition becoming Effective;
<b>“Computershare”</b>	Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE;
<b>“Conditions”</b>	the conditions to the implementation of the Acquisition and the Scheme, as set out in Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document and “Condition” means such one or more of them as the context may require;
<b>“Confidentiality Agreement”</b>	the confidentiality agreement entered into between Next 15 and M&C Saatchi dated 24 March 2022;
<b>“connected person” or “persons connected”</b>	in relation to person A, any person whose interests in shares person A is taken to be interested in pursuant to Part 22 of the Companies Act and related regulations;
<b>“Consideration”</b>	the consideration to be delivered by Next 15 for each Scheme Share held by Scheme Shareholders at the Scheme Record Time, being, in respect of each Scheme Share so held, 0.1637 New Next 15 Shares and 40 pence in cash, and subject to provisions relating to fractional entitlements and Restricted Overseas Holders set out in the Scheme and Section B of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“Cooperation Agreement”</b>	the cooperation agreement entered into between Next 15 and M&C Saatchi dated 20 May 2022;
<b>“Court”</b>	the High Court of Justice of England and Wales;
<b>“CREST”</b>	the computerised settlement system (as defined in the CREST Regulations) operated by Euroclear which facilitates the transfer of title to shares in uncertificated form;
<b>“CREST Manual”</b>	the rules governing the operation of CREST, consisting of the CREST Reference Manual, the CREST International Manual, the CREST Rules, the Registrars Service Standards, the Settlement Discipline Rules, the CCSS Operations Manual, the Daily Timetable, the CREST Application Procedure and the CREST Glossary of Terms (all as defined in the CREST Glossary of Terms promulgated by Euroclear on 15 July 1996);
<b>“CREST Proxy Instruction”</b>	a proxy appointment or instruction made using the CREST service, by way of the appropriate CREST message, which must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual;
<b>“Crest Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755);
<b>“Daily Official List”</b>	the daily official list of the London Stock Exchange;

<b>“Dealing Disclosure”</b>	an announcement pursuant to Rule 8 of the Takeover Code containing details of dealings in the relevant securities of a party to an offer;
<b>“Disclosed”</b>	the information fairly disclosed by, or on behalf of M&C Saatchi: (i) in the Annual Report and Accounts of the M&C Saatchi Group for the financial year ended 31 December 2021; (ii) in the Announcement; (iii) in any other public announcement made by M&C Saatchi in accordance with the Market Abuse Regulation and the AIM Rules prior to this Announcement; or (iv) as disclosed in writing (including via the virtual data room operated by or on behalf of M&C Saatchi in respect of the Acquisition or via email) prior to the Announcement Date by or on behalf of M&C Saatchi to Next 15 (or its respective officers, employees, agents or advisers in their capacity as such);
<b>“Disclosure Guidance and Transparency Rules”</b>	the disclosure guidance and transparency rules made by the FCA pursuant to section 73A of FSMA;
<b>“DPA”</b>	has the meaning given to it in 3(c)(iv) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“Effective”</b>	in the context of the Acquisition:
	(a) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms, upon the delivery of the Scheme Court Order to the Registrar of Companies;
	(b) if the Acquisition is implemented by way of a Takeover Offer, the Offer having been declared or becoming unconditional in all respects in accordance with the requirements of the Takeover Code;
<b>“Effective Date”</b>	the date upon which the Acquisition becomes Effective;
<b>“Enlarged Group”</b>	the Next 15 Group, including the M&C Saatchi Group, following the Acquisition becoming Effective;
<b>“Euroclear”</b>	Euroclear UK & International Limited a company incorporated in England and Wales with registered number 02878738;
<b>“Excluded Jurisdictions”</b>	Canada, Australia, Japan, the Republic of South Africa and New Zealand;
<b>“Excluded Shares”</b>	any M&C Saatchi Shares which:
	(a) are legally or beneficially owned by any member of the Wider Next 15 Group; and/or
	(b) are held in treasury (unless such M&C Saatchi Shares cease to be so held), in each such case, immediately prior to the Scheme Record Time;
<b>“FATA”</b>	has the meaning given to it in 3(c)(iii) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“FCA” or “Financial Conduct Authority”</b>	the Financial Conduct Authority of the UK or its successor from time to time;
<b>“FCA Handbook”</b>	the FCA’s Handbook of rules and guidance as amended from time to time;
<b>“FIRB Condition”</b>	has the meaning given to it in 3(c)(iii) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;

<b>“FIRB Tax Condition”</b>	is one or more conditions substantially in the form of the conditions set out in Part D of FIRB’s Guidance Note 12 “Tax Conditions” (in the form last updated on 9 July 2021);
<b>“Forms of Proxy”</b>	either or both of the PINK form of proxy for use by Scheme Shareholders in connection with the M&C Saatchi Court Meeting and the YELLOW form of proxy for use by M&C Saatchi Shareholders in connection with the M&C Saatchi General Meeting, both of which accompany this document;
<b>“FSMA”</b>	the Financial Services and Markets Act 2000, as amended;
<b>“HM Government”</b>	government of the United Kingdom of Great Britain and Northern Ireland;
<b>“holder”</b>	a registered holder and includes any person entitled by transmission
<b>“Joint Defence Agreement”</b>	the joint defence agreement entered into between Next 15, M&C Saatchi and their respective legal advisers dated 20 April 2022;
<b>“Latest Practicable Date”</b>	close of business on 16 June 2022, being the latest practicable date prior to the publication of this document;
<b>“Liberum”</b>	Liberum Capital Limited, which is acting as joint financial adviser and joint Rule 3 adviser to M&C Saatchi in relation to the Acquisition;
<b>“London Stock Exchange”</b>	London Stock Exchange plc;
<b>“Long Stop Date”</b>	11:59 p.m. on 20 February 2023 or such later date as may be agreed in writing by Next 15 and M&C Saatchi (with the Panel’s consent and as the Court may approve (if such approval(s) are required));
<b>“M&amp;C Saatchi” or “Company”</b>	M&C Saatchi plc, a public limited company incorporated in England and Wales with company number 05114893;
<b>“M&amp;C Saatchi Articles”</b>	the articles of association of M&C Saatchi, as at the date of this document;
<b>“M&amp;C Saatchi Board”</b>	the board of directors of M&C Saatchi;
<b>“M&amp;C Saatchi Court Meeting”</b>	the meeting of the Scheme Shareholders convened by order of the Court pursuant to section 896 of the Companies Act, for the purpose of approving the Scheme, including any adjournment thereof, notice of which is set out in Part 11 ( <i>Notice of M&amp;C Saatchi Court Meeting</i> ) of this document, for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment);
<b>“M&amp;C Saatchi General Meeting”</b>	the general meeting of M&C Saatchi convened in connection with the Scheme, including any adjournment thereof, notice of which is set out in Part 12 ( <i>Notice of General Meeting</i> ) of this document, to be held immediately following the M&C Saatchi Court Meeting;
<b>“M&amp;C Saatchi Group”</b>	M&C Saatchi and its subsidiary undertakings and, where the context permits, each of them;
<b>“M&amp;C Saatchi Directors”</b>	the directors of M&C Saatchi as at the date of this document or, where the context so requires, the directors of M&C Saatchi from time to time;
<b>“M&amp;C Saatchi LTIP”</b>	the M&C Saatchi Long Term Incentive Plan;
<b>“M&amp;C Saatchi Meetings”</b>	together, the M&C Saatchi General Meeting and the M&C Saatchi Court Meeting and each one a <b>“M&amp;C Saatchi Meeting”</b> ;
<b>“M&amp;C Saatchi Profit Forecast”</b>	has the meaning given in Part 8 ( <i>M&amp;C Saatchi Profit Forecast</i> ) of this document;
<b>“M&amp;C Saatchi Put Option Schemes”</b>	has the meaning given to that expression in paragraph 6.4 of Part 2 ( <i>Explanatory Statement</i> ) of this document;
<b>“M&amp;C Saatchi Share Scheme”</b>	the M&C Saatchi LTIP, as amended from time to time;

<b>“M&amp;C Saatchi Share(s)”</b>	the ordinary shares of 1 penny each in the capital of M&C Saatchi including:
	(i) the existing and unconditionally allotted or issued and fully paid (or credited as fully paid) ordinary shares of 1 penny each in the capital of M&C Saatchi;
	(ii) any further ordinary shares of one penny each in the capital of M&C Saatchi which are unconditionally allotted or issued and fully paid (or credited as fully paid) before the date on which the Scheme becomes Effective (or such earlier date or dates as Next 15 may, subject to the Takeover Code, determine); and
	(iii) any other shares held as treasury shares that are transferred out of treasury before the Scheme becomes Effective (or such earlier date or dates as Next 15 may, subject to the Takeover Code, determine);
<b>“M&amp;C Saatchi Shareholders”</b>	the registered holders of M&C Saatchi Shares from time to time;
<b>“Market Abuse Regulation”</b>	the Market Abuse Regulation (EU) (596/2014) (as it forms part of the laws of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended));
<b>“New M&amp;C Saatchi Articles”</b>	the M&C Saatchi Articles, as proposed to be amended by the Special Resolution;
<b>“New Next 15 Shares”</b>	the Next 15 Shares proposed to be issued fully paid to Scheme Shareholders pursuant to the Scheme (and any other M&C Saatchi Shareholders whose M&C Saatchi Shares are issued after the Scheme becomes Effective);
<b>“Next 15”</b>	Next Fifteen Communications Group plc, a company incorporated in the England with company number 01579589;
<b>“Next 15 Articles”</b>	the articles of association of Next 15 in force from time to time;
<b>“Next 15 Circular”</b>	the circular to be published by Next 15 in connection with the Acquisition and sent to Next 15 Shareholders summarising, amongst other things, the background to and reasons for the Acquisition and containing details of, amongst other things, the Enlarged Group and the New Next 15 Shares, which will include a notice convening the Next 15 General Meeting;
<b>“Next 15 Directors”</b>	the directors of Next 15 whose names are set out in paragraph 2.2 of Part 5 ( <i>Additional Information</i> ) of this document;
<b>“Next 15 General Meeting”</b>	a general meeting of Next 15 Shareholders to be convened to approve certain matters in connection with the Acquisition and, if thought fit, pass the Next 15 Resolution, including any adjournments, postponement or reconvention thereof
<b>“Next 15 Group”</b>	Next 15 and its subsidiary undertakings and, where the context permits, each of them;
<b>“Next 15 Offer”</b>	has the meaning given to it in paragraph 1 of Part 1 ( <i>Letter from the Chairman of M&amp;C Saatchi</i> ) of this document;
<b>“Next 15 Resolution”</b>	the ordinary shareholder resolution to be proposed at the Next 15 General Meeting to approve the issue and allotment of the New Next 15 Shares as set out in the notice of general meeting of Next 15 in the Next 15 Circular;
<b>“Next 15 Shareholders”</b>	holders of Next 15 Shares;
<b>“Next 15 Shares”</b>	ordinary shares of 1 penny each in the capital of Next 15;

<b>“Numis”</b>	Numis Securities Limited, which is acting as joint financial adviser, broker and joint Rule 3 adviser to M&C Saatchi in relation to the Acquisition;
<b>“NSIA”</b>	has the meaning given to it in 3(c)(ii) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“Offer Period”</b>	the offer period (as defined by the Takeover Code) relating to M&C Saatchi which commenced on 6 January 2022 and ending on the Effective Date;
<b>“Opening Position Disclosure”</b>	an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the offer if the person concerned has such a position, as defined in Rule 8 of the Takeover Code;
<b>“Overseas Shareholders”</b>	M&C Saatchi Shareholders (or nominees of, or custodians or trustees for, such M&C Saatchi Shareholders) who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the UK;
<b>“Panel”</b>	the UK Panel on Takeovers and Mergers;
<b>“Phase 2 CMA Reference”</b>	has the meaning given to it in 3(c)(i)(A) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“Put Options”</b>	has the meaning given to that expression in paragraph 6.4 of Part 2 ( <i>Explanatory Statement</i> ) of this document;
<b>“Registrar of Companies”</b>	the Registrar of Companies in England and Wales;
<b>“Regulatory Information Service”</b>	a regulatory information service as defined in the FCA Handbook;
<b>“relevant securities”</b>	as the context requires, M&C Saatchi Shares, other M&C Saatchi share capital and any securities convertible into or exchangeable for, and rights to subscribe for, any of the foregoing;
<b>“Restricted Jurisdiction”</b>	any jurisdiction where the relevant action would constitute a violation of the relevant laws and regulations of such jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which Next 15 or M&C Saatchi regards as unduly onerous, including, without limitation, the Excluded Jurisdictions;
<b>“Restricted Overseas Holders”</b>	a person (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, trust, trustee, executor, administrator or other legal representative) in, or resident in, or any person whom Next 15 believes to be in, or resident in, a Restricted Jurisdiction (or any custodian, nominee or trustee for such persons) and any person in any other jurisdiction (other than persons in the UK) whom Next 15 is advised to treat as a restricted overseas person in order to observe the laws of such jurisdiction or to avoid the requirement to comply with any governmental or other consent or any registration, filing or other formality which Next 15 regards as unduly onerous;
<b>“Scheme” or “Scheme of Arrangement”</b>	the proposed scheme of arrangement under Part 26 of the Companies Act between M&C Saatchi and the Scheme Shareholders to effect the Acquisition, the full terms of which are set out in Part 6 (The Scheme of Arrangement) of this document, with or subject to any modification, addition or condition which M&C Saatchi and Next 15 may agree and, if required, the Court may approve or impose;
<b>“Scheme Court Hearing”</b>	the hearing by the Court of the application to sanction the Scheme;
<b>“Scheme Court Order”</b>	the order of the Court sanctioning the Scheme;

<b>“Scheme Record Time”</b>	6.00 p.m. on the Business Day immediately after the date on which the Scheme Court Order is made;
<b>“Scheme Shareholders”</b>	registered holders of Scheme Shares from time to time;
<b>“Scheme Shares”</b>	the M&C Saatchi Shares:
	(a) in issue at 6:00 p.m. on the date of this document and which remain in issue at the Scheme Record Time;
	(b) (if any) issued after 6:00 p.m. on the date of this document but before the Voting Record Time and which remain in issue at the Scheme Record Time; and
	(c) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time, either on terms that the holder thereof shall be bound by the Scheme in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the Scheme and which remain in issue at the Scheme Record Time, in each case other than any Excluded Shares;
<b>“Secretary of State”</b>	has the meaning given to it in 3(c)(ii) in Section A of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“Special Resolution”</b>	the special resolution to be proposed at the M&C Saatchi General Meeting in connection with authorising the M&C Saatchi Directors to take all required action in relation to the Scheme, amending M&C Saatchi's articles of association, re-registering M&C Saatchi as a private limited company and such other matters as may be necessary to implement the Scheme, as set out in the notice of the M&C Saatchi General Meeting set out in Part 12 ( <i>Notice of General Meeting</i> ) of this document;
<b>“Smith Square Partners”</b>	Smith Square Partners LLP, which is acting as financial adviser to Next 15 in relation to the Acquisition;
<b>“Standard Tax Condition”</b>	is any condition included in the list of tax conditions published on the Australian Foreign Investment Review Board website;
<b>“Takeover Code”</b>	the City Code on Takeovers and Mergers;
<b>“Takeover Offer”</b>	subject to the consent of the Panel and the terms of the Cooperation Agreement, should the Acquisition be implemented by way of a Takeover Offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Next 15 to acquire the entire issued and to be issued share capital of M&C Saatchi, other than M&C Saatchi Shares owned or controlled by the Next 15 Group and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
<b>“Third Party”</b>	has the meaning given to it in 3(d) of Section A in Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“Treasurer”</b>	has the meaning given to it in 3(c)(iii)(A) of Section A in Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document;
<b>“UK” or “United Kingdom”</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>“uncertificated” or “in uncertified form”</b>	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;

<b>“US” or “United States of America” or “United States” or “USA”</b>	the United States of America, its territories and possessions, all areas subject to its jurisdiction or any subdivision thereof, any state of the United States of America and the District of Columbia;
<b>“US Exchange Act”</b>	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
<b>“US Securities Act”</b>	the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;
<b>“US M&amp;C Saatchi Shareholder”</b>	a M&C Saatchi Shareholder resident or located in the United States;
<b>“VAT”</b>	value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature;
<b>“Voting Record Time”</b>	6.00 p.m. on the day which is two Business Days immediately before the date of the M&C Saatchi Court Meeting or, if the M&C Saatchi Court Meeting is adjourned, 6.00 p.m. on the day which is two Business Days immediately before the date of such adjourned Meeting not including any part of the day that is not a working day;
<b>“Wider M&amp;C Saatchi Group”</b>	M&C Saatchi and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which M&C Saatchi and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent (excluding, for the avoidance of doubt, Next 15 and all of its associated undertakings which are not members of the M&C Saatchi Group); and
<b>“Wider Next 15 Group”</b>	Next 15 and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Next 15 and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent.

For the purposes of this document, **“associated undertaking”**, **“parent undertaking”**, **“subsidiary”**, **“subsidiary undertaking”** and **“undertaking”** have the respective meanings given thereto by the Companies Act.

All references to **“GBP”**, **“pence”**, **“sterling”**, **“pounds sterling”**, **“p”** or **“£”** are to the lawful currency of the United Kingdom.

All references to **“USD”**, **“US\$”**, **“\$”** or **“US dollars”** are to the lawful currency of the United States.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

Reference to the singular includes the plural and *vice versa*.

## PART 11

### NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
COMPANIES COURT (CHD) INSOLVENCY AND COMPANIES COURT

CR-2022-001515

JUDGE DEPUTY ICC JUDGE AGNELLO QC

#### IN THE MATTER OF M&C SAATCHI PLC

– and –

#### IN THE MATTER OF THE COMPANIES ACT 2006

**NOTICE IS HEREBY GIVEN** that by an Order dated 15 June 2022 made in the above matters the Court has given permission for a meeting to be convened of the holders of the Scheme Shares as at the Voting Record Time (each as defined in the Scheme of Arrangement referred to below), for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the “**Scheme of Arrangement**”) between M&C Saatchi plc (the “**Company**” or “**M&C Saatchi**”) and the holders of the Scheme Shares (“**Scheme Shareholders**”), and that such meeting shall be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF at 10.00 a.m. on 19 August 2022, at which place and time all Scheme Shareholders are requested to attend.

At the meeting the following resolution will be proposed:

*“That the scheme of arrangement pursuant to Part 26 of the Companies Act 2006 dated 17 June 2022, between the Company and the Scheme Shareholders (as defined in the scheme of arrangement), a print of which has been produced to this meeting and, for the purposes of identification, signed by the Chairman hereof, in its original form or with or subject to any modification, addition or condition which may be agreed in writing by the Company and Next 15 and approved or imposed by the Court, be approved and the directors of the Company be authorised to take all such actions as they consider necessary or appropriate for carrying the scheme of arrangement into effect.”*

Voting on the resolution to approve the scheme of arrangement will be by poll, which shall be conducted as the Chairman may determine.

A copy of the Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to section 897 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

**Holders of Scheme Shares entitled to attend and vote at the meeting may vote in person or they may appoint another person, as their proxy, to attend and vote in person in their stead. A proxy need not be a member of the Company. A PINK form of proxy for use at the meeting is enclosed with this notice. Completion of the PINK form of proxy shall not prevent a holder of Scheme Shares from attending and voting at the meeting.**

Entitlement to attend and vote at the meeting or any adjournment thereof and the number of votes which may be cast thereat shall be determined by reference to the register of members of the Company at 6.00 p.m. on 17 August 2022 or, if the meeting is adjourned, on the day which is two days before the date of such adjourned meeting in each case excluding any part of the day that is not a Business Day (the “**Voting Record Time**”). In each case, changes to the register of members of the Company after such time shall be disregarded.

By the said Order, the Court has appointed Gareth Davis or, failing him, Lisa Gordon or, failing her, Moray MacLennan or, failing him, any other director of the Company, to act as Chairman of the meeting and has directed the Chairman to report the result of the meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

DATED: 17 June 2022

**CMS Cameron McKenna Nabarro Olswang LLP**

Cannon Place,  
78 Cannon Street,  
London, EC4N 6AF

*Solicitors for M&C Saatchi plc*

**Notes:**

Any changes to the arrangements for the meeting will be communicated to Scheme Shareholders before the meeting, including through M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) and by announcement through a Regulatory Information Service. Scheme Shareholders should continue to monitor M&C Saatchi's website and exchange news services for any updates.

**Further notes:**

- (1) A PINK form of proxy is enclosed with this notice. Instructions for use are shown on the form. Completing and returning a PINK form of proxy will not prevent you from attending and voting at the meeting (or any adjournment of the meeting) in person, should you subsequently decide to do so.
- (2) PINK forms of proxy, together with any power of attorney or other authority (if any) under which it is signed, or a notarially certified or office copy of such power or authority, must be received at the offices of Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom not less than 48 hours before the time of the meeting (in other words, by 10.00 a.m. on 17 August 2022) or, as the case may be, the adjourned meeting. Non-working days shall not be taken into account for the purposes of calculating the deadline for returning forms for any adjourned meeting. A reply-paid envelope has been provided for this purpose for use in the United Kingdom only. If the PINK form of proxy is not returned to Computershare by 10.00 a.m. on 17 August 2022, it may be emailed to [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) at any time prior to the commencement of the meeting, or presented in person to the Chairman of the meeting or the relevant representative of Computershare at the meeting at any time prior to the commencement of the meeting.
- (3) You may appoint more than one proxy provided that each proxy is appointed to exercise rights attaching to different shares.
- (4) If you wish to appoint multiple proxies, you may: (a) photocopy a PINK form of proxy, fill in each copy in respect of different shares and send the multiple forms together to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom, or alternatively (b) contact Computershare using the contact information set out in paragraph (20) below who will then issue you with multiple proxy forms. In each case, please ensure that all of the multiple proxy forms in respect of one registered holding are sent in the same envelope if possible.
- (5) Subject to the following principles where more than one proxy is appointed, where a PINK form of proxy does not state the number of shares to which it applies (a "blank proxy") then that proxy is deemed to have been appointed in relation to the total number of shares registered in your name (the "member's entire holding"). In the event of a conflict between a blank proxy and a proxy which does state the number of shares to which it applies (a "specific proxy"), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that as far as possible, the conflicting forms of proxy should be judged to be in respect of different shares) and remaining shares will be apportioned to the blank proxy (*pro rata* if there is more than one).
- (6) Where there is more than one proxy appointed and the total number of shares in respect of which proxies are appointed is no greater than your entire holding, it is assumed that proxies are appointed in relation to different shares, rather than that conflicting appointments have been made in relation to the same shares.
- (7) If two or more valid but different instruments of proxy are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was the last received, none of them shall be treated as valid in respect of that share.
- (8) If conflicting proxies are sent or received at the same time in respect of (or deemed to be in respect of) your entire holding, none of them shall be treated as valid.
- (9) Where the aggregate number of shares in respect of which proxies are appointed exceeds your entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), the number of votes attributed to each proxy will be reduced *pro rata* (on the basis that as far as possible, conflicting forms of proxy should be judged to be in respect of different shares).
- (10) Where the application of paragraph (9) above gives rise to fractions of shares, such fractions will be rounded down.
- (11) PINK forms of proxy returned by fax will not be accepted.
- (12) If you appoint a proxy or proxies and then decide to attend the meeting in person and vote, then your vote at the meeting will override the proxy vote(s). If your vote at the meeting is in respect of your entire holding then all proxy votes will be disregarded. If, however, you vote at the meeting in respect of less than your entire holding, if you indicate that all proxies are to be disregarded, that shall be the case; but if you do not specifically revoke proxies by notice to the address specified for receipt of the form of proxy not less than 48 hours before the commencement of the meeting, then your vote will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding your entire holding.
- (13) In relation to paragraph (12) above, in the event that you do not specifically revoke proxies by notice to the address specified for receipt of the form of proxy not less than 48 hours before the commencement of the meeting, it will not be possible for the Company to determine your intentions in this regard. However, in light of the aim to include votes wherever and to the fullest extent possible, it will be assumed that earlier proxies should continue to apply to the fullest extent possible.
- (14) Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for the meeting or any adjournment(s) by using the CREST electronic proxy appointment service may do so in accordance with the procedures set out in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
- (15) In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & International Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual. The appointment must, in order to be valid, be transmitted so as to be received by Computershare (CREST Participant ID 3RA50) at least 48 hours prior to the meeting (excluding non-working days). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Computershare are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

- (16) CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
- (17) You may appoint a proxy electronically by logging on to the website of the Registrar at <http://www.investorcentre.co.uk>. If you have not yet registered, select "Register an Account" then enter your surname, Investor Code, Postcode and an email address. Create a password and click "Register" to proceed. You will be able to vote immediately by selecting "Proxy Voting" from the menu. Full details of the procedure for appointing a proxy electronically are on the website. Further information is also included on the PINK form of proxy. Once you have registered you will have the opportunity to appoint a proxy online. For an electronic proxy to be valid, your appointment must be received by Computershare no later than 48 hours before the time and date set for the meeting (excluding non-working days).
- (18) The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
- (19) A shareholder which is a company (a corporation) and which wishes to be represented at the meeting by a person with authority to speak, vote on a show of hands and vote on a poll (a corporate representative) must appoint such a person by resolution of its directors. A corporate representative has the same powers on behalf of the corporation he/she represents as that corporation could exercise if it were an individual member of the Company.
- (20) If you are in any doubt about completing the PINK form of proxy please contact Computershare by email at [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) or please ring Computershare on the helpline on +44 (0)370 889 4044. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline will be open between 8.30 a.m. and 5.30 p.m. Monday to Friday excluding public holidays in England and Wales. Computershare cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.
- (21) Any question relevant to the business of the meeting may be asked at the meeting by anyone permitted to speak at the meeting.
- (22) Voting on the resolution at this meeting will be conducted on a poll rather than a show of hands.

**PART 12**  
**NOTICE OF GENERAL MEETING**  
**M&C SAATCHI PLC**

*(incorporated in England and Wales with company number 05114893)*

**NOTICE IS HEREBY GIVEN** that a general meeting of M&C Saatchi plc (the “**Company**”) shall be held at the offices of CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London EC4N 6AF at 10.30 a.m. on 19 August 2022 (or as soon thereafter as the M&C Saatchi Court Meeting of the Company’s shareholders convened to be held on that day has concluded or been adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which shall be proposed as a special resolution. Terms defined in the document of which this notice forms part shall have the same meaning in this notice unless otherwise expressly defined.

**SPECIAL RESOLUTION**

**THAT:**

- (a) for the purpose of giving effect to the scheme of arrangement dated 17 June 2022 (as amended or supplemented) (the “**Scheme**”) between the Company and the holders of Scheme Shares, a print of which has been produced to this meeting and for the purposes of identification signed by the Chairman of the meeting, in its original form or subject to any modification, addition or condition agreed in writing by the Company and Next Fifteen Communications Group Plc (“**Next 15**”) and approved or imposed by the Court, the directors of the Company be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect;
- (b) for the purpose of giving effect to the Scheme, with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new article 145 after article 144:

**“145 SCHEME OF ARRANGEMENT**

- 145.1 In article 145, references to the “Scheme” are to the scheme of arrangement dated 17 June 2022, between the Company and the holders of Scheme Shares (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and/or agreed by the Company and Next Fifteen Communications Group Plc (“**Next 15**”) (which expression includes any other name which Next 15 may adopt from time to time) and which the Court may approve or impose and (save as defined in this article) expressions defined in the Scheme shall have the same meanings in this article.
- 145.2 Notwithstanding any other provision of these articles, if the Company issues or transfers out of treasury any shares (other than to Next 15, its nominee(s), any member of the Next 15 Group) or to any individual who has been granted options over shares or has acquired shares under the M&C Saatchi Put Option Schemes, as defined in the Scheme on or after the adoption of this article 145 and on or prior to the Scheme Record Time (as defined in the Scheme), such shares shall be issued or transferred subject to the terms of the Scheme and shall be Scheme Shares for the purposes thereof and the original or any subsequent holder or holders of such shares (other than Next 15, its nominee(s) or any member of the Next 15 Group), shall be bound by the Scheme accordingly.
- 145.3 Notwithstanding any other provision of these articles, subject to the Scheme becoming Effective (as defined in the Scheme), if any shares are issued or transferred out of treasury to any person (other than under the Scheme or to Next 15, its nominee(s) or any member of the Next 15 Group and excluding the issuance or transfer of shares occurring after the Effective Date made pursuant to the M&C Saatchi Put Option Schemes, each term as defined in the Scheme) (a “**New Member**”) on or after the Scheme Record Time (as defined in the Scheme) (the “**Transfer Shares**”), they shall on the Effective Date, or if later, on issue or transfer (but subject to the terms of article 145.4), be immediately transferred to Next 15 (or such person as it may direct) (the “**Purchaser**”) who shall be obliged to acquire all of the Transfer Shares. The consideration payable by the Purchaser shall be the consideration that would have been payable for Scheme Shares under the Scheme (as it may be amended or modified in

accordance with its terms) if each Transfer Share were a Scheme Share provided that, if the Company is advised that the allotment and/or issue of New Next 15 Shares pursuant to this article would or may infringe the laws of a jurisdiction outside the United Kingdom or would or may require Next 15 to comply with any governmental or other consent or any registration, filing or other formality with which Next 15 is unable to comply or compliance with which Next 15 regards as unduly onerous, Next 15 may, in its sole discretion, determine that such New Next 15 Shares shall be sold, in which event Next 15 shall appoint a person to act pursuant to this article and such person shall be authorised on behalf of such holder to procure that any shares in respect of which Next 15 has made such determination shall, as soon as practicable following the allotment, issue or transfer of such shares, be sold.

- 145.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Transfer Share to be paid under article 145.3 shall be adjusted by the directors of the Company in such manner as the Company's auditors may determine to be appropriate to reflect such reorganisation or alteration. References in this article 145 to such shares shall, following such adjustment, be construed accordingly.
- 145.5 No fraction of a New Next 15 Share shall be allotted to a New Member pursuant to this article, but any fraction of a New Next 15 Share to which a New Member would otherwise have become entitled shall be aggregated and allotted and issued to the person appointed by Next 15 as nominee for such New Members and sold by Next 15's brokers at the best price which can reasonably be obtained in the market at the time of sale as soon as practicable. The net proceeds of sale shall be paid to such New Members in due proportions in due course. Fractions of pence shall not be paid to a New Member pursuant to this article. All fractional entitlements of pence to which a New Member would have become entitled shall be rounded down to the nearest whole number of pence.
- 145.6 To give effect to any transfer of Transfer Shares required by article 145.3, the Company may appoint any person as attorney/and or agent for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to transfer the Transfer Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of such attorney or agent be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the consideration for the Transfer Shares and may register the Purchaser or its nominee(s) as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Transfer Shares. The Purchaser shall settle the consideration due to the New Member pursuant to article 145.3 above by sending a cheque drawn on a UK clearing bank in favour of the New Member (or the relevant transferee or nominee) for the purchase price of each Transfer Share within 14 days of the time on which such Transfer Shares are issued to the New Member. The payment of such consideration shall constitute a complete discharge to Next 15 and the Company in respect of their obligations.
- 145.6 If the Scheme shall not have become Effective by the date referred to in clause 5.2 of the Scheme, this article 145 shall cease to be of any effect.
- 145.7 Notwithstanding any other provision of these articles, neither the Company nor the directors of the Company shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to Next 15 and/or its nominee(s) pursuant to the Scheme.”; and

- (c) subject to and conditional upon the Scheme becoming Effective, pursuant to the provisions of the Companies Act: (i) the Company be re-registered as a private limited company under the name of "M&C Saatchi Limited"; and (ii) the articles of association of the Company be amended as follows: (a) references to "M&C Saatchi plc" as the name of the Company be amended to "M&C Saatchi Limited"; and (b) the statement that the Company is a public company limited by shares be amended to state that the Company is a private company limited by shares, each with effect from the date that the re-registration of the Company is approved by the Registrar of Companies.

By order of the M&C Saatchi Board  
**Victoria Clarke**  
*Company Secretary*

*Registered Office*  
36 Golden Square,  
London, England, W1F 9EE

Dated 17 June 2022

**Notes:**

Any changes to the arrangements for the meeting will be communicated to M&C Saatchi Shareholders before the meeting, including through M&C Saatchi's website at [www.mcsaatchiplc.com](http://www.mcsaatchiplc.com) and by announcement through a Regulatory Information Service. M&C Saatchi Shareholders should continue to monitor M&C Saatchi's website and exchange news services for any updates.

**Further notes:**

- (1) Members of the Company entitled to attend and vote at the meeting may vote in person at the said meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend and vote in their stead. A proxy need not be a member of the Company.
- (2) A YELLOW form of proxy is enclosed with this notice. Instructions for use are shown on the form. Completing and returning a form of proxy will not prevent you from attending and voting at the meeting (or any adjournment of the meeting) in person, should you subsequently decide to do so.
- (3) To be valid, a YELLOW form of proxy, together with any power of attorney or other authority (if any) under which it is signed, or a notarially certified or office copy of such power or authority, must be received at the offices of Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom not less than 48 hours before the time of the meeting (in other words, by 10.30 a.m. on 17 August 2022) or, as the case may be, the adjourned meeting. Non-working days shall not be taken into account for the purposes of calculating the deadline for returning forms for any adjourned meeting. A reply-paid envelope has been provided for this purpose for use in the United Kingdom only. YELLOW forms of proxy returned by fax will not be accepted.
- (4) You may appoint more than one proxy provided that each proxy is appointed to exercise rights attaching to different shares.
- (5) If you wish to appoint multiple proxies, you may: (a) photocopy a YELLOW form of proxy, fill in each copy in respect of different shares and send the multiple forms together to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom, or alternatively (b) contact Computershare using the contact information set out in paragraph (22) below who will then issue you with multiple proxy forms. In each case, please ensure that all of the multiple proxy forms in respect of one registered holding are sent in the same envelope if possible.
- (6) Subject to the following principles where more than one proxy is appointed, where a YELLOW form of proxy does not state the number of shares to which it applies (a "blank proxy") then that proxy is deemed to have been appointed in relation to the total number of shares registered in your name (the "member's entire holding"). In the event of a conflict between a blank proxy and YELLOW form of proxy which does state the number of shares to which it applies (a "specific proxy"), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that as far as possible, the conflicting forms of proxy should be judged to be in respect of different shares) and remaining shares will be apportioned to the blank proxy (*pro rata* if there is more than one).
- (7) Where there is more than one proxy appointed and the total number of shares in respect of which proxies are appointed is no greater than your entire holding, it is assumed that proxies are appointed in relation to different shares, rather than that conflicting appointments have been made in relation to the same shares.
- (8) If two or more valid but different instruments of proxy are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was the last received, none of them shall be treated as valid in respect of that share.
- (9) If conflicting proxies are sent or received at the same time in respect of (or deemed to be in respect of) your entire holding, none of them shall be treated as valid.
- (10) Where the aggregate number of shares in respect of which proxies are appointed exceeds your entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), the number of votes attributed to each proxy will be reduced *pro rata* (on the basis that as far as possible, conflicting forms of proxy should be judged to be in respect of different shares).
- (11) Where the application of paragraph (10) above gives rise to fractions of shares, such fractions will be rounded down.
- (12) If you appoint a proxy or proxies and then decide to attend the meeting in person and vote, then your vote at the meeting will override the proxy vote(s). If your vote at the meeting is in respect of your entire holding then all proxy votes will be disregarded. If, however, you vote at the meeting in respect of less than your entire holding, if you indicate that all proxies are to be disregarded, that shall be the case; but if you do not specifically revoke proxies by notice to the address specified for receipt of the form of proxy not less than 48 hours before the commencement of the meeting, then your vote will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding your entire holding.
- (13) In relation to paragraph (12) above, in the event that you do not specifically revoke proxies by notice to the address specified for receipt of the form of proxy not less than 48 hours before the commencement of the meeting, it will not be possible for the Company to determine your intentions in this regard. However, in light of the aim to include votes wherever and to the fullest extent possible, it will be assumed that earlier proxies should continue to apply to the fullest extent possible.
- (14) Entitlement to attend and vote at the meeting or any adjournment thereof and the number of votes which may be cast thereat shall be determined by reference to the register of members of the Company at 6.00 p.m. on 17 August 2022 or, if the meeting is adjourned, on the day which is two days before the date of such adjourned meeting in each case excluding any part of the day that is not a Business Day (the "Voting Record Time"). In each case, changes to the register of members of the Company after such time shall be disregarded.
- (15) Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for the meeting or any adjournment(s) by using the CREST electronic proxy appointment service may do so in accordance with the procedures set out in the CREST Manual. CREST

personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

- (16) In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & International Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual. The appointment must, in order to be valid, be transmitted so as to be received by Computershare (CREST Participant ID 3RA50) at least 48 hours prior to the meeting (excluding non-working days). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Computershare are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
- (17) CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
- (18) The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
- (19) You may appoint a proxy electronically by logging on to the website of the Registrar at <http://www.investorcentre.co.uk>. If you have not yet registered, select "Register an Account" then enter your surname, Investor Code, Postcode and an email address. Create a password and click "Register" to proceed. You will be able to vote immediately by selecting "Proxy Voting" from the menu. Full details of the procedure for appointing a proxy electronically are on the website. Further information is also included on the YELLOW Form of Proxy. Once you have registered you will have the opportunity to appoint a proxy online. For an electronic proxy to be valid, your appointment must be received by Computershare no later than 48 hours before the time and date set for the meeting (excluding non-working days).
- (20) A shareholder which is a company (a corporation) and which wishes to be represented at the meeting by a person with authority to speak, vote on a show of hands and vote on a poll (a corporate representative) must appoint such a person by resolution of its directors. A corporate representative has the same powers on behalf of the corporation he/she represents as that corporation could exercise if it were an individual member of the Company.
- (21) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of other joint holders. For this purpose, seniority will be determined by the order in which the names stand in the Company's register of members in respect of the joint holding.
- (22) If you are in any doubt about completing the YELLOW form of proxy please contact Computershare by email at [WebQueries@computershare.co.uk](mailto:WebQueries@computershare.co.uk) or please ring Computershare on the helpline on +44 (0)370 889 4044. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline will be open between 8.30 a.m. and 5.30 p.m. Monday to Friday excluding public holidays in England and Wales. Computershare cannot provide advice on the merits of the Acquisition nor give any financial, legal or tax advice.
- (23) Any question relevant to the business of the meeting may be asked at the meeting by anyone permitted to speak at the meeting.

