

M&CSAATCHI

STRICTLY PRIVATE & CONFIDENTIAL

Next Fifteen Communications Group plc
(registered in England and Wales under company no. 01579589)
75 Bermondsey Street
London
SE1 3XF

For the attention of: The Directors

24 March 2022

Dear Directors,

Potential Transaction

In connection with your interest in a possible offer for the entire issued and to be issued share capital of M&C Saatchi plc (“**M&C**”) by Next Fifteen Communications Group plc (“**Next Fifteen**”) (the “**Potential Transaction**”), M&C, members of its Group and/or its Representatives may from time to time provide you, members of your Group and/or your Representatives with Confidential Information relating to M&C and its Group, and Next Fifteen, members of its Group and/or its Representatives may from time to time provide us, members of our Group and/or our Representatives with Confidential Information relating to Next Fifteen and its Group, subject in each case to the entry into of this agreement.

In consideration of each of the Parties agreeing to make such information available to each other and of the undertakings set out in this agreement, the Parties agree with and undertake to each other as set out below.

1. DEFINITION OF CONFIDENTIAL INFORMATION

In this agreement “**Confidential Information**” means:

- 1.1 the fact that the Parties are considering the Potential Transaction;
- 1.2 the terms of any Potential Transaction;
- 1.3 the existence and contents of this agreement and of any other document, agreement, contract or arrangement (whether or not the same are legally binding) entered into or being negotiated in connection with the Potential Transaction;
- 1.4 the status of the discussions and negotiations relating to the Potential Transaction (“**Negotiations**”);
- 1.5 all information relating to a Discloser or another member of a Discloser's Group, which information is, whether before, on or after the date of this agreement, disclosed (directly or indirectly) to the Recipient in connection with the Potential Transaction in whatever form (including, without limitation, in written, oral, documentary, electronic or digital form) and in whatever manner (including, without limitation, verbally or by inspection of documents or computer systems or access to data sites) and includes, without limitation, information relating to the business, assets, affairs, directors, employees, consultants, representatives, clients, customers, tenants, suppliers, lenders, finances, trading position, loan facilities, plans, opportunities, operations, processes, services, products, product information, leases and all other property

interests and tenancies, know-how, design rights, trade secrets, commercial or legal information, intentions or markets of a Discloser or another member of a Discloser's Group; and

- 1.6 all reports, notes, memoranda, analyses, compilations, studies or other documents or other information prepared by the Recipient or by any Permitted Recipient (as defined in paragraph 3.1.5), in whatever form (including, without limitation, in written, oral, documentary, electronic or digital form), containing, embodying or generated from or referring to, the information referred to in paragraph 1.5 above (the “**Derivative Information**”).

2. CONFIDENTIALITY OBLIGATIONS ON THE RECIPIENT

2.1 Each Recipient shall:

- 2.1.1 hold the Confidential Information in strict confidence and safeguard the Confidential Information against misuse or unauthorised disclosure to no less a degree than the Recipient does in relation to confidential information belonging to it;
- 2.1.2 not disclose or permit to be disclosed any Confidential Information to any person unless disclosure of the Confidential Information is expressly permitted by, and then only strictly in accordance with, the terms of this agreement;
- 2.1.3 not use or exploit the Confidential Information for any purposes whatsoever except for the purposes of (i) evaluating whether or not and, if so, on what terms, the Recipient will enter into the Potential Transaction (the “**Evaluation**”) and (ii) negotiating and implementing the Potential Transaction, and not for any other purpose including using the Confidential Information to obtain a commercial advantage over any member of the Discloser's Group;
- 2.1.4 inform the Discloser immediately if the Recipient (or its Representatives) becomes aware that any of the Confidential Information has been disclosed to or obtained by, a person who is not permitted to receive such Confidential Information under the terms of this agreement.

2.2 All communications and questions to M&C regarding the Potential Transaction shall be directed by or on behalf of Next Fifteen only to:

- 2.2.1 M&C: Gareth Davis ([REDACTED]) and Moray MacLennan ([REDACTED]);
- 2.2.2 Numis Securities: Stuart Ord ([REDACTED]) and Nick Westlake ([REDACTED]);
- 2.2.3 Liberum: Neil Patel ([REDACTED]), and Tim Medak (Tim Medak ([REDACTED]) and Mark Harrison ([REDACTED]); and
- 2.2.4 or
- 2.2.5 CMS Cameron McKenna Nabarro Olswang LLP,

or with such other persons as M&C (or any of the aforementioned persons and organisations) shall from time to time notify to Next Fifteen or its Permitted Recipients.

2.3 All communications and questions to Next Fifteen regarding the Potential Transaction shall be directed by or on behalf of M&C only to:

- 2.3.1 Next Fifteen: Tim Dyson ([REDACTED]) and Peter Harris ([REDACTED]);

2.3.2 Smith Square Partners LLP; or

2.3.3 Ashurst LLP,

or with such other persons as Next Fifteen (or any of the aforementioned persons and organisations) shall from time to time notify to M&C or its Permitted Recipients.

3. PERMITTED DISCLOSURES OF THE CONFIDENTIAL INFORMATION

3.1 Each Recipient may disclose or permit to be disclosed any of the Discloser's Confidential Information to any of the following persons, subject to the other provisions of this agreement, including, without limitation, paragraph 3.1.5:

3.1.1 to those members of the Recipient's Group (and their respective Representatives) who need to know about and receive the Confidential Information for the purposes of the Potential Transaction;

3.1.2 to those professional advisers and consultants (and their respective Representatives) instructed or engaged by a member of the Recipient's Group, in connection with the Potential Transaction, including, in the case of Next Fifteen, any prospective provider of finance to Next Fifteen or any member of its Group in connection with the Potential Transaction, provided that Next Fifteen shall first consult with M&C if any such prospective provider of finance is a lender of M&C;

3.1.3 to those persons approved in writing by the Discloser prior to such Confidential Information being so disclosed to such persons; and

3.1.4 to those persons referred to in paragraph 5.1.

3.1.5 In respect of the persons referred to in each of paragraphs 3.1.1, 3.1.2, and 3.1.3 (each a "**Permitted Recipient**" and together the "**Permitted Recipients**"), a Recipient shall prior to disclosing any Confidential Information to any Permitted Recipient inform that Permitted Recipient that the Confidential Information is strictly confidential and subject to the terms of a confidentiality agreement.

3.2 A Recipient shall disclose the Confidential Information to its Permitted Recipients only and to no other persons.

3.3 A Recipient shall procure that each of its Permitted Recipients will comply with the terms of this agreement as if that person had given the undertakings in paragraph 2 to the Discloser instead of the Recipient. A Recipient shall be liable to the Discloser for all and any acts or omissions of each of its Permitted Recipients in relation to the Confidential Information for which that Permitted Recipient would have been liable if it had given the undertakings in paragraph 2 to the Discloser instead of the Recipient.

4. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS ON THE RECIPIENT

The obligations and undertakings on a Recipient set out in paragraphs 2 and 7 shall not apply to Confidential Information to the extent that any of the following circumstances apply to that Confidential Information:

4.1 the Confidential Information was already in the public domain prior to the date of this agreement;

4.2 the Confidential Information after the date of this agreement enters the public domain other than through a breach of the terms of this agreement by the Recipient or by any Permitted Recipient;

- 4.3 when the Confidential Information was first disclosed to the Recipient or to a Permitted Recipient, it was already lawfully in the possession of the Recipient or of another member of the Recipient's Group (as can be demonstrated by documentary evidence in the possession of the Recipient or of another member of the Recipient's Group) free from any obligations of confidentiality;
- 4.4 after the Confidential Information is first disclosed to the Recipient or to a Permitted Recipient, it was subsequently lawfully received by the Recipient or by another member of the Recipient's Group (as can be demonstrated by documentary evidence in the possession of the Recipient or of another member of the Recipient's Group) from a person who did not owe any duty of confidentiality (express or implied) in respect of that Confidential Information to the Discloser or another member of the Discloser's Group; or
- 4.5 the Confidential Information is disclosed under paragraph 5.1.

5. MANDATORY DISCLOSURE

- 5.1 Subject to paragraph 5.2, a Recipient may disclose or permit to be disclosed Confidential Information to any person to whom disclosure is required to be made by reason of any law or regulations including (for the avoidance of doubt) by reason of the Code, the Listing Rules, the Prospectus Regulation Rules, the AIM Rules, MAR or any Stock Exchange Rules, by the order of a court of competent jurisdiction or by the order of or proper request from, a competent judicial, governmental, regulatory or administrative body.
- 5.2 Before a Recipient discloses any Confidential Information under paragraph 5.1, that Recipient shall (to the extent permitted by law or applicable regulation) use all reasonable endeavours to:
 - 5.2.1 inform the Discloser of the circumstances of the proposed disclosure and of the Confidential Information proposed to be disclosed; and
 - 5.2.2 take into account the Discloser's reasonable requests to resist or limit the proposed disclosure and (ii) to the extent that the proposed disclosure is required to be made, to take into account the reasonable requirements of the Discloser with regard to the timing and contents of, and the manner of making, the required disclosure.
- 5.3 If a Recipient is not able as a matter of law or applicable regulation to inform the Discloser before any Confidential Information is disclosed under paragraph 5.1, that Recipient shall (to the extent permitted by law or applicable regulation) inform the Discloser of the full circumstances of the disclosure and the information that has been disclosed as soon as practicable after such disclosure has been made.

6. NO UNAUTHORISED CONTACT

- 6.1 Subject to and without prejudice to paragraphs 2.2 and 2.3 of this agreement, each Party shall not and will procure that none of its Permitted Recipients or their respective Representatives shall, without the prior written consent of the other Party, initiate or engage in any contact or communications of any kind in connection with the Potential Transaction with any of the following:
 - 6.1.1 any of the other Party's or another member of the other Party's Group's directors, officers, employees, consultants, agents, advisers or financial advisers; or
 - 6.1.2 subject to paragraph 6.2, any person who has an existing business relationship with the other Party or another member of the other Party's Group including, without limitation, any of the other Party's or another member of the other Party's Group's clients,

customers, suppliers, creditors, joint venture partners, distributors, pension trustees, debtors, landlords or tenants.

6.2 Paragraph 6.1 shall not apply to any contact or communications by a Party or any other member of a Party's Group:

6.2.1 in the ordinary course of carrying on the business of that Party or another member of that Party's Group and which contact or communications do not refer to the Potential Transaction or the Confidential Information; or

6.2.2 with persons who have an existing business relationship with that Party or another member of that Party's Group provided such contact or communications relate to that business relationship with that Party or another member of that Party's Group and not the business relationship of the other Party or another member of the other Party's Group,

and which, in either case, does not involve the use or disclosure of the Discloser's Confidential Information.

7. RETURN OR DESTRUCTION OF THE CONFIDENTIAL INFORMATION

7.1 Each Recipient shall promptly, after receipt of a written request from the Discloser and, in any event, by not later than five business days of receipt of that request:

7.1.1 in the case of Confidential Information which is not stored in electronic form on computers or other storage devices, either (as requested by the Discloser in the written request):

(a) at the Discloser's election, either return or destroy and procure the return or destruction by the Permitted Recipients of, that Confidential Information (excluding the Derivative Information) and all copies of that Confidential Information (excluding copies of the Derivative Information); or

(b) destroy and procure the destruction by the Permitted Recipients of, that Confidential Information (including the Derivative Information); and

7.1.2 in the case of Confidential Information which is stored in electronic form on computers or other storage devices, erase or procure the erasure by the Permitted Recipients of that Confidential Information (including the Derivative Information).

7.2 Nothing in paragraph 7.1 shall require the Recipient to return, destroy or erase or procure the return, destruction or erasure by the Permitted Recipients of, any Confidential Information:

7.2.1 which is held in electronic format on any back-ups or archives of any computer system containing or previously containing the Confidential Information where (i) such back-up or archiving occurs in the usual course of operating that computer system, (ii) it is not reasonably practicable to delete the Confidential Information so held, (iii) the Confidential Information so held is not generally accessible beyond the need for disaster recovery or similar operations and (iv) the Confidential Information is not retained by the Recipient or by the Permitted Recipients for any longer period than other similarly archived information;

7.2.2 which is held by any person referred to in paragraph 3.1.2 and that person in order for it to comply with its professional duties or regulatory requirements is required to retain a copy of the Confidential Information;

- 7.2.3 which the Recipient or another member of the Recipient's Group has incorporated in good faith into its board or committee papers or minutes relating to the Potential Transaction; or
- 7.2.4 which the Recipient or another member of the Recipient's Group is required to retain by virtue of any applicable law or regulations to which the Recipient or another member of the Recipient's Group is subject including (for the avoidance of doubt) by virtue of the Code, the Listing Rules, the AIM Rules, MAR or any Stock Exchange Rules or by the order of a court of competent jurisdiction or by the order of or proper request from, a competent judicial, governmental, regulatory or administrative body.
- 7.3 Following the return, destruction and/or erasure (as the case may be) of the Confidential Information, each Recipient will, at the Discloser's request, confirm in writing to the Discloser that the Recipient has complied with its obligations under paragraph 7.1.
- 7.4 Any Confidential Information not so returned, destroyed or erased as required under paragraph 7.2 shall continue to be held in strict compliance with this agreement.

8. DURATION

- 8.1 Save as provided in paragraph 8.2, the obligations and undertakings of each Party contained in this agreement (including the obligations and undertakings set out in paragraphs 2 and 7) will continue in full force and effect notwithstanding any decision on the part of either Party not to proceed with the Potential Transaction.
- 8.2 Unless otherwise expressly time limited, the obligations and undertakings of each Party contained in this agreement (including the undertakings set out in paragraphs 2 and 7) will terminate and cease to have any effect on the earlier of:
 - 8.2.1 completion of the transaction comprising the Potential Transaction; or
 - 8.2.2 the second anniversary of the date of this agreement.
- 8.3 Termination of the obligations and undertakings of a Party contained in this agreement (including the obligations and undertakings set out in paragraphs 2 and 7) shall be without prejudice to any rights, remedies, obligations or liabilities of the parties which may have accrued before termination.

9. INSIDE INFORMATION

- 9.1 Each Party acknowledges that some or all of the Confidential Information relating to the other Party may constitute inside information for the purposes of Part V of the CJA or for the purposes of MAR and consents to it being an insider for the purposes of the CJA and receiving inside information for the purposes of MAR.

10. DATA PROTECTION

- 10.1 The Parties acknowledge that the Confidential Information may contain personal data (as defined in the Data Protection Law) and that each Party is an independent controller (as defined in the Data Protection Law) in respect of all personal data arising out of or derived from the Confidential Information (the "**Shared Personal Data**").
- 10.2 Each Party shall and will procure that its Permitted Recipients shall:
 - 10.2.1 comply with the Data Protection Law in connection with its or their processing (as defined in the Data Protection Law) of the Shared Personal Data;

- 10.2.2 not do, permit to be done or omit to be done, in relation to the Shared Personal Data, any act which would cause the Discloser or another member of the Discloser's Group to be liable under the Data Protection Law;
- 10.2.3 implement, and at all relevant times maintain, appropriate technical and organisational measures in relation to its or their processing of the Shared Personal Data in order to ensure:
 - (a) that the processing will meet the requirements of the Data Protection Law;
 - (b) that the processing will protect the rights of the data subjects (as defined in the Data Protection Law); and
 - (c) that a level of security appropriate to the risks that are presented by the processing of the Shared Personal Data is at all times maintained, in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, the Shared Personal Data; and
- 10.2.4 promptly co-operate with, and provide reasonable assistance, information and records to, the Discloser in order to assist the Discloser or another member of the Discloser's Group to comply with the Data Protection Law.
- 10.3 Without prejudice to paragraph 10.2, each Party shall and will procure that its Permitted Recipients shall:
 - 10.3.1 only process the Shared Personal Data for the purposes of the Evaluation or the Negotiations;
 - 10.3.2 not transfer any Shared Personal Data outside the United Kingdom; and
 - 10.3.3 in the event of a breach of security resulting in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Shared Personal Data in the possession or under the control of it or its Permitted Recipients, promptly notify the Discloser, and in any event within 24 hours of becoming aware of it, and promptly provide, in any event within any reasonable timeframe required by the Discloser, such information as the Discloser reasonably requests in relation to that breach.

11. FURTHER ACKNOWLEDGMENTS BY THE RECIPIENT

- 11.1 Each Recipient acknowledges and agrees with the Discloser that:
 - 11.1.1 the disclosure of the Confidential Information does not give the Recipient or any Permitted Recipient, any property or licence or other right whatsoever in respect of the whole or any part of the Confidential Information;
 - 11.1.2 nothing in this agreement shall require a Discloser to provide any Confidential Information to the Recipient;
 - 11.1.3 nothing in this agreement, including the disclosure of any Confidential Information to the other Party, any Permitted Recipient of the other Party or their respective Representatives, constitutes an offer or invitation by the Discloser to sell to the Recipient or another member of the Recipient's Group any shares or an interest in any shares in the Discloser or any other company in the Discloser's Group or any assets of the Discloser or any other member of the Discloser's Group or to enter into any agreement in connection with the Potential Transaction and neither Party is under any legal obligation to pursue or continue the Negotiations;

- 11.1.4 the Confidential Information will not form the basis of any contract or commitment on the part of either Party in connection with the Potential Transaction except as may be expressly set out in any formal acquisition agreement subsequently entered into;
 - 11.1.5 the Recipient is solely responsible for the Evaluation and that neither the Discloser, another member of the Discloser's Group, nor any of their respective Representatives, accept responsibility or liability for or make any representation or warranty, express or implied, with respect to, the accuracy, adequacy or completeness of the Confidential Information; and
 - 11.1.6 no member of the Discloser's Group nor their respective Representatives will be responsible to the Recipient, another member of the Recipient's Group nor their respective Representatives, for any losses, expenses, costs, liabilities or damages (including loss of profit and/or loss of opportunity) that may be incurred (directly or indirectly) and whether foreseeable or not, by the Recipient, another member of the Recipient's Group or their respective Representatives, in connection with the Potential Transaction and/or the evaluation of the Confidential Information.
- 11.2 Next Fifteen acknowledges and agrees with M&C that:
- 11.2.1 if the Panel determines that any provision of this agreement that requires M&C to take or not take any action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded, but everything else in this agreement will continue in full force and effect; and
 - 11.2.2 in accordance with Rule 2.3(d) of the Code, nothing in this agreement shall prevent the board of directors of M&C from making any announcement relating to a possible offer by or Potential Transaction with Next Fifteen or publicly identifying Next Fifteen, at any time the board of directors of M&C considers appropriate.
- 11.3 Each Party confirms that its interest in the Potential Transaction and the obtaining of the Confidential Information is solely for its own benefit as principal and not for the benefit of any other person, and that it is not acting as the nominee, agent, broker or representative of any other person or in concert with any other person.

12. GENERAL

- 12.1 The Recipient acknowledges that damages alone may not be an adequate remedy for any breach by the Recipient of its obligations and undertaking in this agreement and, accordingly, without prejudice to any and all other rights or remedies that the Discloser or another member of the Discloser's Group might have, the remedies of injunction, specific performance and other equitable relief may be available for any actual, threatened or anticipated breach of the provisions of this agreement, and the Recipient shall waive any rights they have to oppose that remedy on the grounds that damages would be an adequate alternative (without prejudice to their right to assert that there has been no breach of the terms of this agreement or breach of confidence).
- 12.2 The Recipient acknowledges that, to the extent that any of the Confidential Information is covered or protected by privilege, its disclosure to the Recipient or to any of the Permitted Recipients does not constitute a waiver of privilege or of any other rights which the Discloser or another member of the Discloser's Group may have in respect of such Confidential Information.

- 12.3 Information of the kind referred to in paragraph 1.5 of this agreement which is disclosed to any Permitted Recipient will be deemed to have been disclosed to the Recipient for the purposes of this agreement.
- 12.4 This agreement is personal to the Parties and no Party shall assign, transfer or deal in any manner with any or all of its rights under this agreement without the prior written consent of the other party.
- 12.5 This agreement contains the whole agreement between the Parties relating to the matters contained in it and supersedes any previous agreements (whether oral or in writing) between the parties relating to those matters. Each Party acknowledges that in entering into this agreement it:
- 12.5.1 has not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant; and
- 12.5.2 waives all rights and remedies (including any right or remedy based on negligence) which might otherwise be available to it in respect of any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant, in each case, which is not set out in this agreement.
- 12.6 No variation of this agreement will be effective unless it is in writing and is signed by or on behalf of the Parties.
- 12.7 If any provision of this agreement is found by any court of competent jurisdiction or by any competent judicial, governmental, regulatory or administrative body to be wholly or partly invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement, or any remaining part of the same provision, which shall remain in full force and effect.
- 12.8 Each Party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this agreement.
- 12.9 The rights and remedies provided by this agreement are cumulative and (except as otherwise provided in this agreement) are not exclusive of any rights or remedies provided by law.
- 12.10 This agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement shall not be effective until each of the parties has executed at least one counterpart.

13. NOTICES

- 13.1 Any notice given to a Party under or in connection with this agreement must be in writing and:
- 13.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service, at the address of the relevant party referred to on page 1 of this agreement; or
- 13.1.2 sent by email to the following persons:
- (a) in the case of M&C, for the attention of Gareth Davis ([REDACTED]) with a copy to Moray MacLennan ([REDACTED]); and
- (b) in the case of the Next Fifteen, for the attention of Tim Dyson ([REDACTED]) and Peter Harris ([REDACTED]) with a copy to Mark Sanford ([REDACTED]).

- 13.2 A notice will be deemed to have been received (provided that all other requirements in this paragraph 14 have been satisfied):
- 13.2.1 if delivered by hand, at the time the notice is left at the address referred to in paragraph 13.1.1;
- 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second working day (meaning any day which is not a Saturday, Sunday or public holiday in England and Wales) after posting; or
- 13.2.3 if sent by email, at the time of transmission unless (i) this takes place outside business hours (meaning between 9:00am and 5:00pm Monday to Friday excluding any day which is a public holiday in England and Wales) in which case the notice shall be deemed to be received when business hours next recommence or (ii) the sender receives an automated message that either the email has not been delivered to the intended recipient or that the intended recipient is out of the office.
- 13.3 This paragraph 13 does not apply to the service of any proceedings or other documents in any legal action.

14. THIRD PARTY RIGHTS

- 14.1 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, save that any member of a Discloser's Group shall have the right to enforce all the rights of the Discloser under this agreement against the relevant Recipient as if such rights were expressly granted to it as well as to the Discloser.
- 14.2 No right of any Party to agree any amendment, variation, waiver or settlement under or arising from or in respect of this agreement, or to terminate it, shall be subject to the consent of any person who has rights under it solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

15. APPLICABLE LAW AND JURISDICTION

- 15.1 The validity, construction and performance of this agreement and any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with this agreement or its enforceability shall be governed by and construed in accordance with the law of England and Wales.
- 15.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this agreement or its enforceability or the legal relationships established by this agreement (including non-contractual disputes or claims) and waives any objection to proceedings being brought in such courts or on the grounds that proceedings have been brought in an inconvenient forum.

16. DEFINITIONS

In this agreement:

“**AIM Rules**” mean the AIM Rules for Companies published by the London Stock Exchange (as amended from time to time);

“**CJA**” means the Criminal Justice Act 1993 (as amended from time to time);

“**Code**” means the City Code on Takeovers and Mergers (as amended from time to time) and as interpreted by the Panel;

“**company**” includes any company, corporation or other body corporate, wherever and however incorporated or established;

“**Data Protection Law**” means (a) the General Data Protection Regulation ((EU) 2016/679) (the “**GDPR**”) and any laws or regulations implementing or supplementing the GDPR, including the United Kingdom Data Protection Act 2018, (b) the laws or regulations implementing 2002/58/EC (ePrivacy Directive), including the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (c) any laws which replace, extend, re-enact, consolidate or amend any such laws including where applicable, the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the EUWA (as modified by applicable domestic law from time to time);

“**Discloser**” means either of the Parties who discloses, or whose Representatives disclose, Confidential Information to the other Party or its Representatives;

“**EUWA**” means the European Union (Withdrawal) Act 2018;

“**Group**” means in relation to a party, that party and all its subsidiary undertakings, all its parent undertakings or shareholders and all other subsidiary undertakings of each of its parent undertakings;

“**Listing Rules**” means the listing rules of the Financial Conduct Authority;

“**MAR**” means the UK version of Regulation (EU) No 596/2014 which is part of UK law by virtue of EUWA;

“**officers**” includes in relation to a company, its directors, secretary and auditor;

“**parent undertaking**” and “**subsidiary undertaking**” shall have the same meaning as their respective definitions in the Companies Act 2006 and in interpreting these definitions, an undertaking shall be treated as a member of another undertaking if any of its shares in that other undertaking are registered in the name of another person as security (or in connection with the taking of security);

“**Panel**” means the UK Panel on Takeovers and Mergers;

“**Party**” means a party to this agreement and each of their respective successors and permitted assigns and “**Parties**” means both of them;

“**person**” includes an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation and trust, in each case whether or not having separate legal personality;

“**Recipient**” means in relation to Confidential Information, the Party or any member of the Party's Group who receives (or whose Representatives receive) such information from a Discloser;

“**Representative**” means in relation to any person, the officers, partners or employees of or consultants, agents, or advisers to, that person; and

“**Stock Exchange Rules**” means the rules and regulations of the London Stock Exchange or any other regulatory body or stock exchange on which the Recipient's shares are listed, traded or quoted.

AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Signed by Gareth Davis
for and on behalf of
M&C SAATCHI PLC

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DocuSigned by:


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)

Director/Duly Authorised Signatory

Signed by
for and on behalf of
**NEXT FIFTEEN COMMUNICATIONS
GROUP PLC**

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Director/Duly Authorised Signatory

AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Signed by)
for and on behalf of)
M&C SAATCHI PLC)
) Director/Duly Authorised Signatory

Peter Harris
Signed by)
for and on behalf of)
NEXT FIFTEEN COMMUNICATIONS)
GROUP PLC)
) Director/Duly Authorised Signatory