

THIS DOCUMENT AND THE ACCOMPANYING FORM OF INSTRUCTION ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. The action you take with respect to your Option is a matter for you alone to decide. If you are in any doubt about the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if you are in a territory outside the United Kingdom, from another appropriately authorised financial adviser.

This letter should be read in conjunction with the scheme circular to shareholders of M&C Saatchi plc dated 17 June 2022 containing, inter alia, details of the Scheme of Arrangement (“**Scheme Document**”) which is available on the M&C Saatchi website at www.mcsaatchiplc.com. Words and expressions defined in the Scheme Document have the same meaning in this letter unless the context otherwise requires.

Next Fifteen Communications Group plc
(Incorporated under laws of England with registered number
01579589)

Registered Office:
75 Bermondsey Street, London, United Kingdom
SE1 3XF

M&C Saatchi plc
(Incorporated under the laws of England and Wales with registered
number 05114893)

Registered Office:
36 Golden Square, London, United Kingdom
W1F 9EE

20 June 2022

Private and Confidential

*To: Holders of an option (the “**Option**”) (the “**Participants**”) granted pursuant to the M&C Saatchi plc Long Term Incentive LTIP (the “**LTIP**”)*

Dear Participant

Proposed cash and shares acquisition of M&C Saatchi plc (“M&C Saatchi”) by Next Fifteen Communications Group plc (“Next 15”)

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 (the “**Scheme**”) between M&C Saatchi and Scheme Shareholders under Part 26 of the Companies Act (the “**Next 15 Offer**” or the “**Acquisition**”). This followed an announcement on 17 May 2022 from AdvancedAdvT Limited (“**ADV**”) of its firm intention to make an offer for M&C Saatchi (the “**ADV Offer**”) and M&C Saatchi Directors’ rejection of the ADV Offer on the same day.

Since the announcement of the Next 15 Offer on 20 May 2022, the Next 15 share price has materially deteriorated. The Closing Price of a Next 15 share since 19 May 2022 has fallen by 28.1% based on the Closing Price of 910.0 pence on 16 June 2022. As a result, on 17 June 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.

In accordance with the rules of the LTIP, and as a result of the Acquisition, your Option will vest and become exercisable with effect from the Court Sanction Date.

The extent to which your Option will vest will be determined by the remuneration committee of the M&C Saatchi Board (the “**Committee**”), after taking into account:

- the extent to which the performance conditions applying to your Option have been met at the Court Sanction Date (subject to such modifications as the Committee considers appropriate); and
- unless the Committee determines otherwise, the proportion of the vesting period applying to your Option that has elapsed as at the Court Sanction Date.

The final numbers of M&C Saatchi Shares in respect of which your Option will vest will be determined by the Committee nearer to the time of Court Sanction and will be notified to you at that time. To the extent that your Option vests under the LTIP, it will also carry entitlement to dividend equivalent payments which will be settled in the form of additional M&C Saatchi Shares (“**Dividend Equivalent Shares**”) (unless the Committee determines to settle in cash – see paragraph 4 below).

Your Option, to the extent that it vests on the Court Sanction Date, will ordinarily remain capable of being exercised at any time within one month of the Court Sanction Date (and will lapse to the extent not exercised before the end of that period).

3. Option Proposal

The proposal made to you by M&C Saatchi (the “**Option Proposal**”) is that you agree, using the enclosed form of exercise (the “**Form of Exercise**”), to exercise your Option to the maximum extent possible, with such exercise being conditional upon but to take effect immediately upon the Court Sanction.

If you exercise your Option under the Option Proposal, to the extent vested, and subject to any election by the Committee to cash-settle some or all of your Option (see paragraph 4 below), arrangements will be made for M&C Saatchi Shares to which you are entitled on exercise to be issued to you before the Scheme Record Time. Those M&C Saatchi Shares will then be immediately acquired by Next 15 under the Scheme and you will receive (in respect of each M&C Saatchi Share):

- 0.1637 Next 15 Shares; and
- 40 pence in cash.

4. Cash Settlement

In accordance with the rules of the LTIP, the Committee may determine to settle some or all of your Option (following its exercise) in cash. To the extent that the Committee exercises this discretion, the amount of cash to which you are entitled will be calculated as:

$$N \times (0.40 + (0.1637 \times \text{Next 15 Share Price}))$$

where:

- N is the number of M&C Saatchi Shares in respect of which your Option vests (including, if applicable, any Dividend Equivalent Shares) and which the Committee determines to settle in cash; and

- the Next 15 Share Price is the closing mid-market price of a Next 15 Share as quoted on the AIM Market of the London Stock Exchange on the Court Sanction Date.

This cash amount will be paid to you through the next reasonably practicable payroll after the Acquisition becomes effective, subject to the deduction of any Tax Liability (see paragraph 5 below) due thereon.

5. Taxation

A summary of the tax implications of the exercise of the Option for Participants resident in the UK is set out in the schedule to this letter. This summary is for guidance only.

You will be responsible for paying all income tax and employee's social security contributions (including national insurance contributions and any health and social care tax) (the "**Tax Liability**") arising from the exercise of your Option and/or its settlement in cash.

If you accept the Option Proposal, and in order to allow you to settle the Tax Liability, you will agree that an amount equal to your Tax Liability may be withheld from:

- any cash payment paid to you in connection with the settlement of your Option (including any Dividend Equivalent Shares), as described in paragraph 4 above; and/or
- any cash proceeds payable to you by Next 15 in connection with the acquisition of your M&C Saatchi Shares under the terms of the Scheme.

Such withheld sum will be paid to, or retained by, M&C Saatchi and will be used to discharge your Tax Liability.

6. What happens if the Acquisition does not go ahead?

The exercise of your Option under the Option Proposal is dependent on the Acquisition going ahead. If the Acquisition does not go ahead, the exercise of your Option in accordance with the Option Proposal will not be effective. You will retain your Option and it may become exercisable in the normal way in accordance with the rules of the LTIP.

7. What happens if I do not accept the Option Proposal?

If the Acquisition goes ahead and you do not exercise your Option, it will lapse one month after the Court Sanction Date and you will not be entitled to any M&C Saatchi Shares or any value for them.

If you prefer, you can exercise your Option after the Scheme becomes Effective. In this case, you should be aware that it is anticipated that M&C Saatchi's articles of association will be amended at the General Meeting to enable any M&C Saatchi Shares which are issued after the Scheme Record Time (expected to be 6.00 p.m. on the Business Day after the Court Sanction) to satisfy the exercise of any Option to be automatically transferred to Next 15 in exchange for the same cash payment, and the same number of Next 15 Shares, as you would have received had you accepted the Option Proposal.

8. Leaving M&C Saatchi

If you leave M&C Saatchi, the impact on your Option depends on when and why you leave. Under the terms of the LTIP, however, your Option might lapse when you leave (or give or receive notice), either in whole or in part. You should note that your Option will lapse in these circumstances, even if you have signed and returned the Form of Exercise.

9. Action required

If you wish to exercise your Option pursuant to the Option Proposal in this letter with effect from the Court Sanction and to take part in the Scheme in respect of the M&C Saatchi Shares you acquire on exercise of your Option, you must complete and return the enclosed Form of Exercise to [REDACTED] at [REDACTED]@mcsaatchi.com, to be received by no later than 6.00 p.m. on 31 August 2022.

If you want to exercise your Option at another time, you should not complete the Form of Exercise and should contact [REDACTED] at [REDACTED]@mcsaatchi.com by 31 August 2022 to make separate arrangements.

IF YOU DO NOTHING, IT IS ANTICIPATED THAT YOUR OPTION WILL LAPSE ON THE DAY THAT IS ONE MONTH FROM THE COURT SANCTION DATE.

If you accept the Option Proposal, your acceptance cannot subsequently be revoked. However, it will be of no effect if the Acquisition does not go ahead.

10. Recommendation by the M&C Saatchi Independent 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 are unanimously recommending 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).

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.

If, notwithstanding the M&C Saatchi Directors' recommendation, M&C Saatchi Shareholders vote in favour of the Scheme at the M&C Saatchi Court Meeting and the Acquisition goes ahead, the M&C Saatchi Directors, who have been so advised by Numis and Liberum as to the financial terms of the proposals set out in this letter, consider the terms of such proposals to be fair and reasonable and to provide equality of treatment to Participants as required under Rule 15 of the Code. In providing 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 acting as independent financial adviser to M&C Saatchi for the purposes of for the purposes of Rules 3.1 and 15(b) of the Code. Accordingly, the M&C Saatchi Directors recommend that you should exercise your Option before it lapses

If you are in any doubt as to the action you should take, you should seek your own independent advice immediately.

11. **General**

Nothing in this letter or the Scheme Document affects the rules of the LTIP. Any M&C Saatchi Shares subject to any Option that has already lapsed or otherwise lapses prior to the Court Sanction (for example, as a result of you leaving employment) will not participate in the Scheme and the terms of this letter will not apply.

If you have any questions about this letter, please contact [REDACTED] ([REDACTED]@mcsaatchi.com). For legal reasons, Mark will not, however, be able to provide you with any financial or tax advice.

Yours faithfully

[REDACTED]
Chief Executive Officer

**For and on behalf of
M&C Saatchi plc**

[REDACTED]
Chief Executive Officer

**For and on behalf of
Next Fifteen Communications Group plc**

Notes

- (a) Unless the context otherwise requires, words and expressions defined in the Scheme Document and the rules of the LTIP will have the same meaning in this letter and the Form of Instruction. In the event of any difference between this letter and the LTIP, the terms of the LTIP will prevail.
- (b) The release, publication or distribution of this letter (in whole or in part) 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 (and any accompanying documents) come should inform themselves about, and observe, any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. This document does not constitute an offer to sell or issue, nor the solicitation of an offer to buy or subscribe for, shares in any jurisdiction in which such offer or solicitation is unlawful.
- (c) The M&C Saatchi Directors, whose names appear in Part 5 of the Scheme Document, each accept responsibility for the information contained in this letter (including any expressions of opinion) and the Form of Instruction. To the best of the knowledge and belief of the M&C Saatchi Independent Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter and the Form of Instruction, for which they accept responsibility, is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (d) The Next 15 Directors, whose names appear in Part 5 of the Scheme Document, each accept responsibility for the information contained in this letter (including any expressions of opinion) and the Form of Instruction relating to Next 15, its subsidiaries and its subsidiary undertakings from time to time, themselves and their close relatives, related trusts and other connected persons and persons acting, or 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 letter and the Form of Instruction, for which they accept responsibility, is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (e) Numis and Liberum, which are both authorised in the UK by the Financial Conduct Authority, are acting as financial advisers to M&C Saatchi and no one else in connection with the Acquisition and will not be acting for any other person and will not be responsible to any person other than M&C Saatchi for providing the protections afforded to clients of Numis and Liberum or for advising any other person in respect of the matters referred to in this letter. No representation or warranty, express or implied, is made by Numis and Liberum as to the contents of this letter.
- (f) Numis and Liberum have both given, and have not withdrawn, their written consent to the issue of this document with the inclusion of the references to their names in the form and context in which they appear.
- (g) Nothing in this letter or the Form of Instruction shall be construed as investment advice or any investment recommendation given by M&C Saatchi, Next 15 or any other person.
- (h) All acceptances and decisions in respect of the Proposal will be irrevocable.
- (i) Accidental omission to despatch this letter or the Form of Instruction to, or any failure to receive the same by, any person to whom the Option Proposal is made, or should be made, shall not invalidate the Option Proposal in any way.
- (j) Receipt of documents will not be acknowledged. All documents sent by or to a Participant will be sent at the individual's own risk. If a Participant has received this letter and the Form of Instruction in electronic form, they may request that copies of those documents be sent to them in hard copy form and that all future documents sent to them be in hard copy form. Requests should be submitted to 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.
- (k) The Form of Instruction, including the notes and instructions stated therein, will be deemed to be an integral part of the Option Proposal. This letter, the Form of Instruction and the Option Proposal shall be governed by and construed in accordance with English law.
- (l) A copy of this letter will be available to view on M&C Saatchi's website at www.mcsaatchiplc.com.

SCHEDULE

Taxation

This Schedule contains a summary of the UK tax treatment of exercising your Option under the LTIP as a result of the Acquisition on the assumption that you are resident for tax purposes in the UK at all relevant times.

The information contained below is for guidance only and is based on the tax legislation in force, and published HM Revenue and Customs (“**HMRC**”) guidance, as at the date of this letter. It is not a full description of all the circumstances in which a tax liability may occur and only considers the implications for you of accepting the Option Proposal. If you are in any doubt as to your tax position, or if you are not resident in the UK, you should consult an appropriate independent professional adviser immediately.

EXERCISE OF OPTION

An income tax charge will arise on the exercise of your Option. This charge will be calculated on the market value of an M&C Saatchi Share on the date of exercise of your Option multiplied by the relevant number of M&C Saatchi Shares over which your Option is exercised (including any Dividend Equivalent Shares). In practice, the market value of each M&C Saatchi Share is likely to be more or less equal to £0.40 plus the value of 0.1637 Next 15 Shares. You will also have a liability to employee’s national insurance contributions on the same amount.

SALE OF NEXT 15 SHARES

On the subsequent disposal of the Next 15 Shares you acquire under the Scheme following exercise of your Options, you may (depending on your personal circumstances) be liable to pay capital gains tax (“**CGT**”) to the extent that your Next 15 Shares have increased in value after completion of the Acquisition.

Under the self-assessment rules, you will be responsible for informing HMRC of any capital gain made from the disposal of your Next 15 Shares and for paying any CGT liability that arises. This is done by completing a self-assessment tax return following the end of the tax year in which you dispose of your Next 15 Shares. A tax year starts on 6 April and ends on the following 5 April. If you do not normally need to complete a tax return, you may need to ask HMRC to send you one.

THIS FORM OF EXERCISE AND THE ACCOMPANYING LETTER ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial and taxation advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) (or from another appropriately authorised independent financial adviser if you are in a territory outside the UK).

FORM OF EXERCISE

For use by holders of an option (“**Option**”) under the M&C Saatchi plc Long Term Incentive Plan (“**LTIP**”)

THIS FORM OF EXERCISE IS ONLY TO BE USED IF YOU WISH TO ACCEPT THE OPTION PROPOSAL IN RESPECT OF YOUR OPTION, as set out in the letter dated 20 June 2022 (“**Letter**”) from M&C Saatchi and Next 15. Words and expressions defined in the Letter or the Scheme Document have the same meaning in this Form of Exercise unless the context requires otherwise.

If you want to accept the Option Proposal, please complete this Form of Exercise and return it by email (a pdf of the entire form, duly signed and dated, must be sent if return is by email) to [REDACTED]@mcsaatchi.com or by post or courier to [REDACTED] at M&C Saatchi plc, 36 Golden Square, London, United Kingdom W1F 9EE. The Form of Exercise must be received by no later than 6.00 p.m. (UK time) on 31 August 2022.

Please read the instructions set out below for completing this Form of Exercise.

Exercise of your Option

By signing and returning this Form of Exercise, I confirm that I wish to accept the Option Proposal and to exercise my Option under the LTIP to the fullest extent possible. I acknowledge that such exercise will be conditional on, and take effect from, the Court Sanction Date and will otherwise be subject to the terms and conditions contained in this Form of Exercise.

Your Signature

I understand and accept that the choices I have made on this Form of Exercise are irrevocable and are subject to the terms set out in the Letter, the Scheme Document and the terms and conditions contained in this Form of Exercise.

Signed and delivered by me as a deed on the date set out below:

Date:	
Your signature:	
Your name (<i>print</i>):	
Your address (<i>print</i>)	
Daytime telephone number:	

Witnessed by (see paragraph 3 of Instructions for completing this Form of Exercise):

Witness' signature:	
Witness' name (<i>print</i>):	
Witness' address:	
Postcode:	

Instructions for completing this Form of Exercise:

1. The choices available to you are set out in the accompanying Letter and this Form of Exercise. This form should be read together with the Letter.
2. You should use this Form of Exercise if you want to exercise your Option and accept the Option Proposal.
3. Having completed this Form of Exercise, you must sign it in the presence of a witness and date it. The witness must be at least 18 years of age. The witness should sign and print their name and address where indicated above.

You should return this Form of Exercise to [REDACTED]@mcsaatchi.com or by post or courier to [REDACTED] at M&C Saatchi plc, 36 Golden Square, London, United Kingdom W1F 9EE. Your Form of Exercise must be RECEIVED BY NO LATER THAN 6.00 p.m. (UK TIME) on 31 August 2022.

Terms and Conditions

1. By signing and dating this Form of Exercise, you irrevocably agree as follows:
 - 1.1 to the extent to which your Option vests in accordance with the LTIP (and as further described in the Letter), you exercise it in full (such exercise to be conditional upon, and so as to take effect from, the Court Sanction of the Scheme). You understand that the resulting M&C Saatchi Shares will be subject to the Scheme;
 - 1.2 you acknowledge that M&C Saatchi may, following the exercise of your Option (and at the Committee's discretion), settle some or all of your Option in cash. This will be done in compliance with the applicable rules of the LTIP (as further described in the Letter);
 - 1.3 you authorise the M&C Saatchi Shares to which you are entitled on exercise of your Option, and the related Dividend Equivalent Shares, to be issued or transferred to you or to a nominee for you selected by M&C Saatchi;
 - 1.4 other than to the extent to which your Option is cash-settled, you agree that the M&C Saatchi Shares which you acquire on exercise of your Option (including any Dividend Equivalent Shares relating to that Option) will be acquired by Next 15 pursuant to the Scheme and you will receive as consideration £0.40 in cash and 0.1637 Next 15 Shares for each M&C Saatchi Share acquired;
 - 1.5 you authorise the withholding from:
 - 1.5.1 any cash payment paid to you by M&C Saatchi in connection with the settlement of your Option (including any Dividend Equivalent Shares); and/or
 - 1.5.2 any cash proceeds payable to you by Next 15 in connection with the acquisition of your M&C Saatchi Shares under the terms of the Scheme,

an amount equal to your Tax Liability (the "**Withheld Amount**"), which M&C Saatchi will then pay to the relevant taxation authority on your behalf to settle the Tax Liability; and
 - 1.6 you agree that your instructions on this Form of Exercise are conditional upon the Scheme being sanctioned by the Court. If the Court does not sanction the Scheme by the Long-Stop Date, this Form of Exercise will be of no effect.
2. To the extent that the Withheld Amount is less than the amount of your Tax Liability payable in connection with the exercise of your Option, you irrevocably covenant to pay to M&C Saatchi an amount equal to the shortfall and you irrevocably agree that:
 - 2.1 M&C Saatchi (or, if different, your employer) may withhold an amount equal to the shortfall from any other payment due to you including, without limitation, from any payment of salary (net of withholding taxes); or
 - 2.2 you will make alternative arrangements to pay the shortfall to M&C Saatchi (prior to the date on which such Tax Liability is due to be paid to the relevant tax authorities).
3. You agree to indemnify M&C Saatchi and Next 15 in respect of any Tax Liability, for which M&C Saatchi or your employing company is liable to account in respect of or as a result of the exercise of your Options, the acquisition of the resulting M&C Saatchi Shares and their sale under the Scheme or otherwise.

4. A Form of Exercise will be of no effect unless it is completed correctly, dated, signed and witnessed. However, M&C Saatchi and Next 15 reserve the right, at their discretion, to:
 - 4.1 treat as effective any Form of Exercise which is not correctly completed; and
 - 4.2 treat any Form of Exercise received after 6.00 p.m. on 31 August 2022 as having been received before that time.
5. By signing this Form of Exercise you:
 - 5.1 confirm that you are entitled to exercise your Option, which has not lapsed and is free from all mortgages and third party interests;
 - 5.2 agree that all your choices on this Form of Exercise are made irrevocably;
 - 5.3 acknowledge that the Award Certificate in respect of your Option shall become void once the Option has been exercised;
 - 5.4 acknowledge that if and to the extent that your Option has lapsed, or lapses before exercise takes effect, completion of this Form of Exercise will be of no effect in respect of such lapsed Option;
 - 5.5 irrevocably appoint (in accordance with section 4 of the Powers of Attorney Act 1971 and in order to secure the undertakings and instructions given by you under this Form of Exercise) each of the directors of M&C Saatchi to be your true and lawful attorney (“**Attorney**”) with full power and authority in your name and on your behalf to approve, sign, execute (as a deed or otherwise) and deliver any document and do any act or thing which the Attorney, in his absolute and unfettered discretion, considers necessary or desirable in order to give effect to your instructions on this Form of Exercise. The Attorney has the full power to appoint in writing a substitute to act as your Attorney for these purposes;
 - 5.6 acknowledge that neither M&C Saatchi nor Next 15 will be responsible for any consequential loss in the event of this Form of Exercise being incorrectly completed and that neither M&C Saatchi nor Next 15 nor the Attorney is obliged to obtain clarification of your instructions;
 - 5.7 confirm that you have read, understood and agree to these terms and conditions and that you are aware of the terms of the Scheme Document; and
 - 5.8 authorise and direct that all correspondence and any other item in connection with the Scheme be sent to you at your own risk at the address to which the Letter was sent.
6. This Form of Exercise shall be governed by and construed in accordance with English law.