

Next Fifteen Communications Group PLC
75 Bermondsey Street
London
United Kingdom
SE1 3XF

M&C Saatchi PLC
36 Golden Square
London
England
W1F 9EE

5 August 2022

1. We refer to:
 - (a) the cooperation agreement dated 20 May 2022 (the "**Cooperation Agreement**") entered into between Next Fifteen Communications Group PLC ("**Next Fifteen**") and M&C Saatchi PLC ("**M&C**") in connection with Next Fifteen's proposed cash and share acquisition of the entire issued and to be issued ordinary share capital of M&C, to be effected by means of a court sanctioned scheme of arrangement between M&C and its shareholders under Part 26 of the Companies Act 2006; and
 - (b) the terms and conditions to the Acquisition set out in Part 3 (*Conditions to and certain further terms of the Scheme and the Acquisition*) of the Scheme Document.
2. Unless otherwise defined herein, capitalised terms shall bear the same meaning as given to them in the Cooperation Agreement and any references to clauses are to clauses in the Cooperation Agreement.
3. Further to the announcement by the Panel on 25 July 2022 in relation to the Acquisition, the parties intend to adjourn the Court Meeting, M&C Saatchi General Meeting and Next Fifteen General Meeting until such time as the regulatory conditions to the Acquisition set out in the Scheme Document have been satisfied (or waived by Next Fifteen), at which point these meetings will be reconvened.
4. The parties note that:
 - (a) clause 5.2 states that "*Next Fifteen undertakes to use all reasonable endeavours to convene the Next Fifteen General Meeting so that it is held no later than the 22nd day following the date specified in the Scheme Circular for the holding of the Next Fifteen General Meeting (or such later date as may be agreed in writing between the parties with the consent of the Panel (if required)).*";
 - (b) clause 11.1(g)(iii) states that "*the Court Meeting and/or the M&C Saatchi General Meeting are or is not held on or before the 22nd day after the expected date of such meetings as set out in the Scheme Document (or, if different, the document(s) convening the Court Meeting and/or M&C Saatchi General Meeting (as applicable), including, where delayed pursuant to clause 11.1(g)(iii)(A) (the supplementary circular) (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required), unless...*";
 - (c) clause 11.1(h) states that "*upon service of written notice on Next Fifteen by M&C Saatchi if the Next Fifteen General Meeting is not held on or before the 22nd day after the expected date of such meeting as set out in the Scheme Document (or such*

later date as may be agreed in writing between the parties with the consent of the Panel (if required)), unless..."; and

- (d) Condition 2(c) set out in Part 3 of the Scheme Document states that *"the M&C Saatchi Court Meeting and M&C Saatchi General Meeting being held on or before 10 September 2022, being the 22nd 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);"*
5. For the purposes of each of clauses 5.2, 11.1(g)(iii) and 11.1(h) and Condition 2(c) in Part 3 of the Scheme Document, the parties hereby agree that the later date as the Parties may agree in each case shall be 31 October 2022.
6. Save as set out in this letter, the Cooperation Agreement shall remain in full force and effect upon the terms and conditions set out therein.
7. Save in the case of fraud or fraudulent concealment, the parties acknowledge that:
- (a) this letter together with any other documents referred to in it (together the **"Contract"**) constitutes the entire and only agreement between the parties relating to the subject matter of the Contract; and
- (b) it has not been induced to enter into the Contract in reliance on, nor has it been given, any representation or other statement of any nature whatsoever other than those set out in the Contract.
8. The provisions of clauses 17 (*Notices*), 18 (*Language*), 19 (*Waivers, Rights and Remedies*), 21 (*Further Assurances*) and 23 (*Counterparts*) shall apply, mutatis mutandis, to this letter as if they were set out herein.
9. Any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this letter or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

Please sign and date the attached copy of this letter below to acknowledge your agreement to its terms and then return the copy to us.

Yours faithfully



.....
for and on behalf of

NEXT FIFTEEN COMMUNICATIONS GROUP PLC

We hereby agree to the above-mentioned terms.

Signed:

DocuSigned by:
[Redacted Signature]
for and on behalf of
M&C SAATCHI PLC

Name of
Signatory:

[Redacted Name]
.....

Date:

05 August 2022 | 10:33 PDT
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