

Company Number: 04231346

UNIVERSAL DESIGN STUDIO LIMITED
(the "**Company**")

**MEMBERS' WRITTEN RESOLUTION PURSUANT TO
CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006 (the "Act")**

Circulated 12 June 2018

Passed 12 June 2018

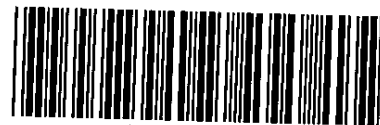
We, the undersigned, being the members of the Company entitled to attend and vote at general meetings of the Company, pursuant to Chapter 2 of Part 13 of the Act hereby AGREE and RESOLVE that the below resolution takes effect as if it had been passed as a special resolution of the Company at a general meeting duly convened and held:

SPECIAL RESOLUTION

With effect from completion of the transfer of the beneficial interest in 750 ordinary shares of £0.10 each in the capital of the Company to WPP Group (UK) Limited:

THAT the articles of association attached hereto as Exhibit A (the "**New Articles**"), be approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.

[Signatures to follow]

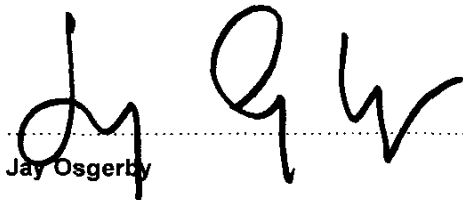


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COMPANIES HOUSE

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolution (the "**Resolution**").

The undersigned, being the members of the Company and entitled to vote on the Resolution, hereby irrevocably agree to the Resolution.



Jay Osgerber

Date: 12 June 2018



Edward Barber

Date: 12 June 2018

NOTES

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to [REDACTED]
[REDACTED]
- **Post:** returning the signed copy to [REDACTED]
[REDACTED]
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to [REDACTED]

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, within 28 days of the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Resolution to be passed, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us on or before this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Agreed form

Company Number: 04231346

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(adopted pursuant to a special resolution dated 12 June 2018)

– of –

UNIVERSAL DESIGN STUDIO LIMITED

Companies Act 2006
Private company limited by shares
ARTICLES OF ASSOCIATION
of

UNIVERSAL DESIGN STUDIO LIMITED

Registered company number: 04231346

Adopted by special resolution on: 12 June 2018

1. DEFINITIONS

- 1.1 In these Articles the following words and phrases have the meanings set out opposite them below:

“Act” means the Companies Act 2006 (as amended from time to time);

“Adoption Date” means the date of adoption of these Articles;

“Agreement” means the share purchase agreement entered into on or around the Adoption Date between the Seller Shareholders and the WPP Shareholder;

“Available Profits” means profits available for distribution within the meaning of the Act;

“Board” means the board of directors of the Company from time to time present at a duly convened meeting of the Directors at which a quorum is present;

“Business Day” means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks are open for business in the City of London;

“Chairman’s Interest”	shall be defined in Article 13.7.2;
“Company”	means Universal Design Studio Limited (company number 04231346);
“Director”	means each director of the Company from time to time;
“electronic form”	has the meaning given in section 1168 of the Act;
“Group Company Interest”	shall be defined in Article 13.3;
“Group”	means the Company, its subsidiaries, any holding company of the Company and any subsidiary of any such holding company from time to time and “Group Company” shall be construed accordingly;
“hard copy form”	has the meaning given in section 1168 of the Act;
“holding company”	has the meaning given in section 1159 of the Act;
“Lien Enforcement Notice”	means a notice in writing which complies with the requirements of Article 15.2;
“Model Articles”	means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>), as amended prior to the Adoption Date;
“ordinary resolution”	has the meaning given in section 282 of the Act;

“Ordinary Shares”

the ordinary shares of £0.10 each in the capital of the Company;

“Personal Trust”

a trust which permits the settled property or the income from it to be applied only for the benefit of: (a) a Shareholder and/or his Privileged Relations; or (b) only to the extent required by law, any charity or charities as have the prior approval of the WPP Shareholder as default beneficiaries (meaning that the charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries from time to time except other charities), and under which no power of control is capable of being exercised over the votes of any shares which are held in the trust by any person other than the trustees, the Shareholder or the Privileged Relations of the Shareholder and a Personal Trust may be settled by a Shareholder;

“Privileged Relation”

the Shareholder concerned’s spouse or civil partner or such Shareholder’s children (including step and adopted children);

“Relevant Securities”

means any Ordinary Shares or other securities convertible into, or carrying the right to subscribe for Ordinary Shares, issued by the Company after the Adoption Date.

“Relevant Shareholder”

has the meaning set out in Article 9.4;

“Relevant Shares”

has the meaning set out in Article 9.5;

“Seller Shareholders”	means Jay Osgerby and Edward Barber;
“Shareholder”	means the Seller Shareholders, the WPP Shareholder and any other holder for the time being of Ordinary Shares;
“Situational Conflict”	shall mean a direct or indirect interest of a Director which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest). For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties;
“special resolution”	has the meaning given in section 283 of the Act;
“subsidiary”	has the meaning given in section 1159 of the Act;
“these Articles”	means these articles of association, whether as originally adopted or from time to time altered by special resolution;
“Transactional Conflict”	shall mean a direct or indirect conflict of interest of a Director which arises in relation to an existing or proposed transaction or arrangement with the Company;
“WPP Associate”	means any company (other than the Company) in which WPP plc holds shares or other securities, whether directly or indirectly;
“WPP Director Interest”	shall be defined in Article 13.4;

“WPP Director”	shall mean any Director appointed by the holder of the WPP Shares;
“WPP Group”	means WPP plc, a company incorporated and registered in Jersey with company number 111714 and registered office at Queensway House, Hilgrove Street, St Helier, JE1 1ES, Jersey and any holding company, subsidiary or associated undertaking of WPP plc from time to time;
“WPP Shareholder”	means WPP Group (UK) Ltd or any other member of the WPP Group who holds Ordinary Shares from time to time; and
“WPP Shares”	means any Ordinary Shares held by the WPP Shareholder.

- 1.2 A person shall be deemed to be connected with another if that person is connected with another within the meaning of Sections 993-994 of the Income Tax Act 2007. Whether or not persons are acting in concert will be determined by the then most recent edition of the City Code on Takeovers and Mergers.
- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the date of adoption of these Articles).
- 1.4 Unless the context otherwise requires, references in these Articles to:
- 1.4.1 any of the masculine, feminine and neuter genders shall include other genders;
- 1.4.2 the singular shall include the plural and vice versa;

- 1.4.3 a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm or trust;
- 1.4.4 employees shall be deemed to include consultants, and references to contracts of employment and to commencement or cessation of employment shall be deemed to include contracts for consultancy and commencement or cessation of consultancy;
- 1.4.5 any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced;
- 1.4.6 any matters or consents "*agreed by the Shareholders in writing from time to time*" (or such similar expression) shall include, without limitation, any matters agreed in the Agreement; and
- 1.4.7 a “**WPP Consent**” or a “**WPP Direction**” shall mean the giving of a prior written consent or direction by the holders of the WPP Shares, and any such consent or direction required or permitted to be given under these Articles shall be validly given if given by one WPP Director.

2. APPLICATION OF MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation. A copy is set out in the schedule to these Articles.
- 2.2 Model Articles 7(1), 8, 9(1), 9(2) and (3), 11(2) and (3), 12, 13, 14(1) to (4) (inclusive), 16, 26(5), 27(2)(a), 28(2) and (3), 42, 44(2) and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 In Model Article 25(2)(c), the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.

2.4 In Model Article 27(2)(b), the words “, and pending any transfer of the shares to another person,” shall be deleted.

2.5 In Model Article 27(3), the word “unless” shall be deleted and replaced with the word “until”.

3. SHARE RIGHTS: DIVIDENDS

3.1 Subject to (i) the remaining provisions of this Article 3; (ii) the Board recommending payment of the same; and (iii) any other consent or requirement required under the Agreement, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Ordinary Shares according to the number of such Ordinary Shares held by the relevant Shareholder at the relevant time.

3.2 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of any dividends.

4. RETURN OF CAPITAL RIGHTS

4.1 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the Company remaining after the payment of its liabilities shall be distributed to the holders of the Ordinary Shares in proportion to the number of Ordinary Shares held by each of the holders of the Ordinary Shares.

5. VOTING

5.1 The voting rights attached to the Ordinary Shares shall be as set out in this Article:

5.1.1 on a written resolution, every Shareholder holding one or more Ordinary Share on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act, have one vote for each Ordinary Share held by him;

- 5.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands, every qualifying person (as defined in section 318(3) of the Act) present shall, subject to section 323(4) of the Act, have one vote; and
 - 5.1.3 on a resolution to be passed at a general meeting of the Company on a poll, every Shareholder holding one or more Ordinary Share, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each Ordinary Share of which he is the holder.
- 5.2 A resolution put to the vote of a general meeting must be decided on a poll unless a show of hands is agreed by the WPP Shareholder.

6. PROXIES

- 6.1 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- 6.2 Model Article 45(1) shall be amended by:
- 6.2.1 the deletion of Model Article 45(1)(d) and its replacement with the words “is delivered to the Company in accordance with these articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”; and
 - 6.2.2 the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion,

accept the notice at any time before the meeting” as a new paragraph at the end of that Model Article.

7. CLASS RIGHTS

- 7.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class, including the Ordinary Shares, may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up or with the consent in writing of the holders of 90% of the issued shares of that class.

8. PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

- 8.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 8.2 If the Company proposes to allot any Relevant Securities, those Relevant Securities shall be allotted in accordance with the terms of the Agreement.

9. PROHIBITED TRANSFERS

- 9.1 Any person who holds, or becomes entitled to, any Ordinary Shares shall not effect a transfer of such Ordinary Shares except in accordance with (i) these Articles; or (ii) the Agreement.
- 9.2 The Company shall be obliged to register any transfer made pursuant to Article 9.1.
- 9.3 The reference in Article 9.1 to the transfer of an Ordinary Share shall mean the transfer of either or both of the legal and beneficial ownership in such Ordinary Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Ordinary Share and the following shall be deemed (but without limitation) to be a transfer of an Ordinary Share:
- 9.3.1 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Ordinary Share that such Ordinary Share be allotted or issued to some person other than himself;

- 9.3.2 any sale or other disposition of any legal or equitable interest in an Ordinary Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing; and
 - 9.3.3 any grant of a legal or equitable mortgage or charge over any Ordinary Share.
- 9.4 For the purpose of ensuring compliance with Article 9.1, the Company shall immediately on a WPP Direction and may with WPP Consent require any Shareholder (the “**Relevant Shareholder**”) to procure so far as they are able that he (or such other person as the Board reasonably believes to have information and/or evidence relevant to such purpose) provides to the Company any information and/or evidence relevant to such purpose and failing such information and/or evidence being provided within a reasonable period of time, the Board shall, if it determines (acting reasonably) the Relevant Shareholder to be in default, forthwith upon receipt of a WPP Direction, or otherwise with WPP Consent, notify the Relevant Shareholder that a breach of the transfer provisions of these Articles is deemed to have occurred, whereupon:
- 9.4.1 the Company shall refuse to register any transfer of the Relevant Shares (otherwise than with WPP Consent); and
 - 9.4.2 the Relevant Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights:
 - 9.4.2.1 to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question); or
 - 9.4.2.2 to receive dividends or other distributions (other than the issue price of the Relevant Shares upon a return of capital),
- otherwise attaching to the Relevant Shares or to any further Ordinary Shares issued pursuant to the exercise of a right attaching to the Relevant Shares or in pursuance of an offer made to the relevant holder.

9.5 The rights referred to in Article 9.4.2 may be reinstated by the Board (with WPP Consent) or as otherwise agreed by the Shareholders in writing. The expression “**Relevant Shares**” shall mean the Ordinary Shares which the Relevant Shareholder holds or to which he is entitled and any Ordinary Shares formerly held by him which have been transferred in breach of Article 9.1.

9.6 Each Shareholder hereby irrevocably appoints the Company as his agent and attorney (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this power of attorney) to give effect to the provisions of these Articles.

10. PERMITTED TRANSFERS

10.1 Subject to the provisions of the Agreement, the WPP Shareholder may at any time transfer any Ordinary Shares held by it to any other member of the WPP Group.

10.2 Any Shareholder may at any time during his lifetime transfer any Ordinary Shares held by him to:

10.2.1 a Privileged Relation who is not a minor; or

10.2.2 trustees to be held on Personal Trust of which he is the settlor.

10.3 In the event of the death of a Shareholder, the Ordinary Shares held by such Shareholder may pass to his transmittee(s) in accordance with his will or the applicable means on intestacy.

10.4 Where any Ordinary Shares are held by trustees on a Personal Trust, the Ordinary Shares may be transferred to:

10.4.1 if there is a change of trustees, the new trustees of that Personal Trust;

10.4.2 the settlor of that Personal Trust;

10.4.3 another Personal Trust which has the same settlor; or

10.4.4 any Privileged Relation of the settlor of the Personal Trust who is not a minor.

10.5 If any Ordinary Shares are held by a Privileged Relation or on a Personal Trust and:

10.5.1 the Privileged Relation ceases to be a Privileged Relation (whether by virtue of death or divorce or otherwise) or the Personal Trust ceases to be a Personal Trust; or

10.5.2 there cease to be any beneficiaries of the Personal Trust other than charities,

then the original Shareholder shall procure that such Ordinary Shares are forthwith transferred back to him.

10.6 If a Privileged Relation or the trustees of a Personal Trust fail(s) to comply with Article 10.5 the Company (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed) may, as agent and attorney on behalf of such Privileged Relation or trustees of a Personal Trust, complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Ordinary Shares to the original Shareholder.

10.7 Any transfer by a Shareholder under this Article 10 may only be made in accordance with any conditions (if any) otherwise agreed in writing by the Shareholders from time to time.

11. ALTERNATE DIRECTORS

11.1 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

11.2 Any Director who is appointed an alternate director shall, where his appointor is not present, be entitled to vote at a meeting of the Board on behalf of the Director so appointing him in addition to being entitled to vote in his own capacity as a Director and shall, where his appointor is not present, also be considered as two Directors for the purpose of making a quorum of Directors unless he is the only individual present.

12. PROCEEDINGS OF DIRECTORS

- 12.1 The quorum for any meeting of the Board shall be two Directors, which must include (i) subject to the provisions of the Agreement, at least one Director nominated by the Seller Shareholders, and (ii) at least one WPP Director. No resolutions shall be passed without the approval of a WPP Director.
- 12.2 If a quorum is not present at any meeting of the Board (called in accordance with Article 12.6) within 30 minutes of the time specified for such meeting then the meeting shall stand adjourned to the same day in the next week at the same time and place. If a quorum is not present at any such adjourned meeting of the Board within 30 minutes of the time specified, then those Directors present will constitute a quorum.
- 12.3 Questions arising at any meeting of the Board shall be decided by a majority of votes save to the extent agreed otherwise by the Shareholders in writing from time to time. The chairman of the meeting shall not have a second or casting vote, in the case of an equality of votes, save as provided in any other agreement.
- 12.4 At any meeting of the Board, subject to Article 11.2 each Director present shall have one vote.
- 12.5 Any Director or alternate director may validly participate in a meeting of the Board through the medium of telephone or video conference or other similar form of communication equipment provided that all persons participating in the meeting are able to hear each other throughout such meeting and to address all such persons simultaneously. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

- 12.6 Any Director may call a meeting of the Board by giving not less than 21 days' notice of the meeting (unless the Directors unanimously choose to hold a meeting on shorter notice). Meeting notices will include an agenda in English setting out, in as much detail as possible, the matters for discussion.

13. CONFLICTS

Directors' conflicts of interest — Board approval for Situational Conflicts

- 13.1 If a situation arises or exists in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Articles 13.3 to 13.5, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of his duties as a Director of the Company on such terms as they may think fit.
- 13.2 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it.

Directors' Situational Conflicts — pre-approval for all Directors

- 13.3 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 13.3), a Director (including the chairman of the Company (if any) and any other non-executive Director) may, at any time:

13.3.1 be an officer of, employed by, or hold shares or other securities (whether directly or indirectly) in the Company; or

13.3.2 be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company,

(in either case a “**Group Company Interest**”) and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and

the interests of the Company, which would fall within the ambit of that section 175(1), the relevant Director:

- 13.3.3 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any Board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company);
- 13.3.4 shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Group Company Interest; and
- 13.3.5 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.

Directors' Situational Conflicts — pre-approval for WPP Directors

- 13.4 Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act to the extent that it is the subject of this Article 13.4), a WPP Director may be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in:

- 13.4.1 WPP plc or any WPP Associate; or

- 13.4.2 any other company in which a WPP Associate also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in either case a “**WPP Director Interest**”), and notwithstanding his office or the existence of an actual or potential conflict between any WPP Director Interest and the

interests of the Company which would fall within the ambit of section 175(1) of the Act, the relevant WPP Director:

- 13.4.3 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the WPP Director Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any Board papers relating to such matter shall be provided to the relevant WPP Director at the same time as other Directors;
 - 13.4.4 shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any WPP Director Interest;
 - 13.4.5 shall be entitled to consult freely about the Group Companies and their affairs with, and to disclose, for investment appraisal purposes only, Confidential Information to, WPP plc and any WPP Associate (other than a WPP Associate which is: a competitor of the Company, or any of its subsidiaries, or another branded trading entity), and (for such purposes) to the Group Companies' auditors, lenders and proposed lenders (or with and to any of its or their professional advisers), in each case provided that the relevant third party has been informed about the confidential nature of the Confidential Information and is subject to a duty of confidentiality ; and
 - 13.4.6 will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by him by virtue of his WPP Director Interest and otherwise than by virtue of his position as a Director.
- 13.5 For the purposes of Article 13.4, the expression “**Confidential Information**” shall mean all information (whether oral or recorded in any medium) relating to any Group Company's business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential).

Directors' Situational Conflicts — disclosure of interests

- 13.6 Any Director who has a Group Company Interest and any WPP Director who has a WPP Director Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant WPP Director or other Director is able at the time the disclosure is made subject always to any duty of confidentiality owed by the relevant WPP Director or other Director to any other person. A disclosure made to the Board under this Article 13.6 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

Directors' Situational Conflicts — shareholder approval

- 13.7 Notwithstanding the provisions of Articles 13.1 to 13.5, the holders of a majority of the issued Ordinary Shares from time to time may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice:

13.7.1 any Situational Conflict which has been notified to the Board by any Director under Article 13.1;

13.7.2 any Situational Conflict which has been notified to the Board by the chairman of the Company (if any) under Article 13.1 and which arises by virtue of his appointment or proposed appointment as a director or other officer of, and/or his holding of shares or other securities (whether directly or indirectly) in, any company other than a Group Company (a "**Chairman's Interest**"); or

13.7.3 any Group Company Interest or WPP Director Interest which has been disclosed to the Board under Article 13.6,

(whether or not the matter has already been considered under, or deemed to fall within, Article 13.1, 13.3 or 13.4, as the case may be).

- 13.8 No contract entered into shall be liable to be avoided by virtue of:

- 13.8.1 any Director having an interest of the type referred to in Article 13.1 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 13.7;
- 13.8.2 the chairman of the Company (if any) having a Chairman's Interest which has been approved by the Board under Article 13.1 or which is authorised pursuant to Article 13.7;
- 13.8.3 any Director having a Group Company Interest which falls within Article 13.3 or which is authorised pursuant to Article 13.7; or
- 13.8.4 any WPP Director having a WPP Director Interest which falls within Article 13.4 or which is authorised pursuant to Article 13.7.

Directors' conflicts of interest — Transactional Conflicts

- 13.9 The provisions of Articles 13.1 to 13.8 shall not apply to Transactional Conflicts but the following provisions of this Article 13.9 and Article 13.10 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act.
- 13.10 Without prejudice to the obligation of each Director to declare an interest in accordance with the Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.

14. NOTICES OF GENERAL MEETINGS AND QUORUM

- 14.1 Every notice convening a general meeting may be given in accordance with section 308 of the Act, that is, in hard copy form or electronic form by email and shall comply with the provisions of section 325(1) of the Act as to giving information to members in regard to their right to appoint proxies. Notices of, and other communications

relating to, any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditors of the Company.

14.2 The quorum for a general meeting shall be at least two qualifying persons (as defined in section 318 of the Act) present at the general meeting, including at least one of which shall be a holder of, a proxy for, or a duly authorised representative of the holder of the WPP Shares and one of whom shall be a Shareholder other than a holder of, a proxy for, or a duly authorised representative of the holder of the WPP Shares, except when the Company has only one Shareholder, when the quorum shall be one such qualifying person.

14.3 Where a general meeting is adjourned under Model Article 41 because a quorum is not present or if during a meeting a quorum ceases to be present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall form a quorum, and Model Article 41 shall be modified accordingly.

14.4 Ordinary resolutions and special resolutions may be passed as written resolutions in accordance with the Act. A proposed written resolution will lapse if not passed before the period of 28 days beginning with the circulation date. A written resolution shall be deemed to have been executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders, the signature of any one shall be sufficient.

15. LIEN, CALLS ON SHARES AND FORFEITURE

15.1 The Company has a lien (the “**Company’s Lien**”) over every Ordinary Share which is registered in the name of a person indebted or under any liability to the Company for unpaid capital in respect of Ordinary Shares, whether he is the sole registered holder of the share or one of several joint holders.

15.2 Enforcement of the Company’s Lien

15.2.1 Subject to the provisions of this Article 15.2, if:

15.2.1.1 a Lien Enforcement Notice has been given in respect of a Ordinary Share; and

15.2.1.2 the person to whom the notice was given has failed to comply with it,

the Company may sell that Ordinary Share in such manner as the Directors, with the consent of the WPP Director, decide.

15.2.2 A Lien Enforcement Notice:

15.2.2.1 may only be given in respect of an Ordinary Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

15.2.2.2 must specify the Ordinary Share concerned;

15.2.2.3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

15.2.2.4 must be addressed either to the Shareholder or to a transmittee of that holder; and

15.2.2.5 must state the Company's intention to sell the Ordinary Share if the notice is not complied with.

15.2.3 Where Ordinary Shares are sold under this Article 15.2:

15.2.3.1 the Directors may authorise any person to execute an instrument of transfer of the Ordinary Shares to the purchaser or to a person nominated by the purchaser; and

15.2.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

15.2.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

15.2.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and

15.2.4.2 second, to the person entitled to the Ordinary Shares at the date of the sale, but only after the certificate for the Ordinary Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Ordinary Shares before the sale for any money payable by that person (or his estate or any joint holder of the Ordinary Shares) after the date of the Lien Enforcement Notice.

15.2.5 A statutory declaration by a Director that the declarant is a Director and that an Ordinary Share has been sold to satisfy the Company's Lien on a specified date:

15.2.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Ordinary Shares; and

15.2.5.2 subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Ordinary Shares.

16. MEANS OF COMMUNICATION TO BE USED

16.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

16.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

16.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address; and

- 16.1.3 if properly addressed and sent or supplied by electronic means, six hours after the document or information was sent or supplied.

For the purposes of this Article 16, no account shall be taken of any part of a day that is not a Business Day, save for the purposes of determining whether sufficient notice of a general meeting has been given.

- 16.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

17. DIRECTORS' EXPENSES

Model Article 20 shall be amended by the insertion of the words “(including alternate directors) and the secretary” before the words “properly incur”.

18. INDEMNITY

- 18.1 Subject to the provisions of and so far as may be permitted by, the Act:

18.1.1 every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director of the Company or any associated company is indemnified by the Company against:

18.1.1.1 any liability incurred by the Director to the Company or any associated company; or

18.1.1.2 any liability incurred by the Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or

18.1.1.3 any liability incurred by the Director:

- (a) in defending any criminal proceedings in which he is convicted;
- (b) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
- (c) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 18.1.1.1 and 18.1.1.2 applying;

18.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

18.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

19. OBJECTS

The Company's objects are unrestricted.

20. LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Ordinary Shares held by them.

21. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and to issue debentures, debenture stocks and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

22. DATA PROTECTION

22.1 Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its Shareholders and Directors (each a "**Recipient**") for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

22.2 The personal data that may be processed for such purposes under this Article 22 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

22.2.1 a member of the same Group as the Recipient ("**Recipient Group Companies**"); and

22.2.2 to employees, directors and professional advisors of that Recipient or the Recipient Group Companies.

22.3 Each of the Shareholders and Directors consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both

within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.