



## ASX Release

### WPP AUNZ Scheme Booklet registered with ASIC

Sydney, Australia – 17 March 2021

WPP AUNZ is pleased to announce that the Australian Securities and Investments Commission (“**ASIC**”) has registered the explanatory statement (“**Scheme Booklet**”) in relation to the proposed acquisition by WPP plc, via Cavendish Square Holding B.V. (an indirect wholly-owned subsidiary of WPP plc), of all of the WPP AUNZ shares that it does not already own by way of scheme of arrangement (“**Scheme**”).

This follows the issuance of orders made by the Supreme Court of New South Wales (“**Court**”) approving distribution of the Scheme Booklet to WPP AUNZ shareholders and the convening of a meeting of WPP AUNZ shareholders to consider and vote on the Scheme (“**Scheme Meeting**”), as announced on 16 March 2021.

#### Scheme Booklet

A copy of the Scheme Booklet, which includes the independent expert’s report and the notice convening the Scheme Meeting is attached to this announcement. The Scheme Booklet is expected to be provided to WPP AUNZ shareholders on or around 22 March 2021.

Once received, WPP AUNZ encourages WPP AUNZ shareholders to read the Scheme Booklet in its entirety before deciding whether or not to vote in favour of the Scheme at the Scheme Meeting. WPP AUNZ also encourages WPP AUNZ shareholders to note key events and indicative dates as set out in the Scheme Booklet. An indicative timeline is attached to this announcement as Appendix A.

WPP AUNZ shareholders who have nominated an email address for the purpose of receiving communications from WPP AUNZ will receive an email containing a link to the website where they can download the Scheme Booklet and access online functionality to cast their proxy vote. WPP AUNZ shareholders who have not nominated an email address for this purpose will receive a hard copy of the Scheme Booklet and a proxy form.

The Scheme Meeting will be held at The Langham Hotel Sydney, 89-113 Kent Street, Millers Point NSW 2000, Ballroom 2, Ground Floor on Wednesday, 21 April 2021, commencing at 10.00am (Sydney time).

For the health and safety of all attendees, WPP AUNZ will be observing social distancing and any other government requirements that apply at the time of the meeting. WPP AUNZ will be monitoring the COVID-19 situation closely and if it becomes necessary or appropriate to change the way the meeting will be held or conducted, information will be provided on WPP AUNZ’s website and lodged with the ASX. The situation can change rapidly so even if you plan to attend the meeting, you are encouraged to lodge a directed proxy and any questions you have in advance of the meeting.

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WPP AUNZ shareholders can also

- submit questions to WPP AUNZ by completing the 'Questions from Shareholders' form that accompanies the Scheme Booklet and returning it to the WPP AUNZ Registry no later than 10.00am (Sydney time) on Monday, 19 April 2021; and
- ask questions online at [www.investorvote.com.au/WPP](http://www.investorvote.com.au/WPP) no later than 10:00am (Sydney time) on Monday, 19 April 2021; and
- follow a live webcast of the meeting proceedings via the weblink: <https://www.wppaunz.com/Investors/Scheme>

The webcast enables WPP AUNZ Shareholders to view the Scheme Meeting live and ask questions online.

### **Independent expert's report**

PricewaterhouseCoopers Securities Limited, the independent expert (**Independent Expert**), has concluded that the Scheme is fair and reasonable and, therefore, is in the best interest of WPP AUNZ minority shareholders in the absence of a superior proposal. The Independent Expert has assessed the market value of a WPP AUNZ share (on a controlling and fully diluted basis) at between \$0.62 and \$0.80 per WPP AUNZ share. The Total Cash Payment (as defined in the Scheme Booklet) of \$0.70 per WPP AUNZ share payable to WPP AUNZ minority shareholders pursuant to the Scheme is within this range.

The Independent Expert's conclusion should be read in context with the full Independent Expert's report and the Scheme Booklet.

### **Independent Board Committee recommendation**

The Independent Board Committee of WPP AUNZ ("**IBC**") unanimously recommends that WPP AUNZ minority shareholders vote in favour of the proposed Scheme, and IBC members intend to vote shares in their control in favour of the proposed Scheme, in the absence of a superior proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ minority shareholders.

### **Revised Scheme Implementation Deed**

WPP AUNZ refers to its announcement on 10 March 2021 in which it informed the market that it entered into a deed of amendment and restatement with WPP plc and Cavendish ("**Deed of Amendment and Restatement**") to amend the Scheme Implementation Deed to permit WPP AUNZ to pay fully franked ordinary and special dividends of up to \$0.20 per WPP AUNZ share (increased from up to \$0.15 per WPP AUNZ share).

A full copy of the amended and restated Scheme Implementation Deed is attached to this announcement.

**End**

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**About WPP AUNZ:**

WPP AUNZ is Australasia's leading creative transformation company. You can read more at [wppaunz.com](http://wppaunz.com) or follow us @WPP\_AUNZ

**Contact:**

Susie Reinhardt, Cannings Strategic Communications

T: +61 401 399 781

E: [sreinhardt@canningscomms.com.au](mailto:sreinhardt@canningscomms.com.au)

**Authorised by:**

The Independent Board Committee of WPP AUNZ

WPP AUNZ Limited

L4 1 Kent Street Sydney 2000 NSW

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## Appendix A: WPP AUNZ proposed scheme of arrangement indicative timetable

Event	Time and date
Date of Scheme Booklet	Tuesday, 16 March 2021
FY20 Total Dividend Record Date	Wednesday, 31 March 2021
FY20 Total Dividend Payment Date	Wednesday, 7 April 2021
Latest time and date for receipt of proxy forms or powers of attorney by the WPP AUNZ Share Registry for the Scheme Meeting	10:00am Monday, 19 April 2021
Time and date for determining eligibility to vote at the Scheme Meeting	7:00pm Monday, 19 April 2021
Scheme Meeting	10:00am Wednesday, 21 April 2021
Determination to pay Special Dividend, if applicable	Thursday, 22 April 2021
Court hearing to approve the Scheme (Second Court Date)	Friday, 23 April 2021
Effective Date	Monday, 26 April 2021
Special Dividend Record Date	Friday, 30 April 2021
Special Dividend Payment Date	Friday, 7 May 2021
Scheme Record Date	Tuesday, 11 May 2021
Implementation Date	Tuesday, 18 May 2021

Any changes to the above timetable will be announced by WPP AUNZ to the ASX.

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## SCHEME BOOKLET

For a scheme of arrangement between WPP AUNZ Ltd ABN 84 001 657 370 (**WPP AUNZ**) and its shareholders (other than Excluded Shareholders) in relation to the proposed acquisition by WPP plc.

### VOTE IN FAVOUR

**The WPP AUNZ Independent Board Committee (WPP AUNZ IBC) unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.**

The Independent Expert has concluded that the Scheme is in the best interests of WPP AUNZ Shareholders, in the absence of a Superior Proposal.

**This is an important document and requires your immediate attention.**

**You should read it entirely before deciding whether or not to vote in favour of the Scheme.**

**If you are in any doubt about how to deal with this document, you should contact your broker or financial, taxation, legal or other professional adviser immediately.**

**If, after reading this Scheme Booklet, you have any questions in relation to this Scheme Booklet or the Scheme, please contact the WPP AUNZ Shareholder Information Line on 1300 513 794 (within Australia) or +61 2 8022 7939 (outside Australia), between 8:30am and 5:30pm (Sydney time), Monday to Friday.**

**This Scheme Booklet has been sent to you because you are shown in the WPP AUNZ Share Register as holding WPP AUNZ Shares. If you have recently sold all your WPP AUNZ Shares, please disregard this Scheme Booklet.**

FINANCIAL ADVISER



LEGAL ADVISER



# IMPORTANT NOTICES

## General

This Scheme Booklet is important and requires your immediate attention. You should read this Scheme Booklet in full before making any decision as to how to vote at the Scheme Meeting.

## Nature of this Scheme Booklet

This Scheme Booklet includes the explanatory statement for the Scheme required by subsection 412(1) of the Corporations Act.

This Scheme Booklet does not constitute or contain an offer to WPP AUNZ Shareholders, or a solicitation of an offer from WPP AUNZ Shareholders, in any jurisdiction. This Scheme Booklet is not a disclosure document required by Chapter 6D of the Corporations Act. Subsection 708(17) of the Corporations Act provides that Chapter 6D of the Corporations Act does not apply in relation to arrangements under Part 5.1 of the Corporations Act approved at a meeting held as a result of an order under subsection 411(1) of the Corporations Act. Instead, WPP AUNZ Shareholders asked to vote on an arrangement at such a meeting must be provided with an explanatory statement as referred to above.

## ASIC and ASX

A copy of this Scheme Booklet has been registered by ASIC for the purposes of subsection 412(6) of the Corporations Act. ASIC has been given the opportunity to comment on this Scheme Booklet in accordance with subsection 411(2) of the Corporations Act. Neither ASIC, nor any of its officers, takes any responsibility for the contents of this Scheme Booklet.

ASIC has been requested to provide a statement, in accordance with subsection 411(17)(b) of the Corporations Act, that it has no objection to the Scheme. If ASIC provides that statement, it will be produced to the Court at the time of the Court hearings to approve the Scheme.

A copy of this Scheme Booklet has been provided to the ASX. Neither the ASX, nor any of its officers, takes any responsibility for the contents of this Scheme Booklet.

## Important notice associated with Court order under subsection 411(1) of the Corporations Act

The fact that, under subsection 411(1) of the Corporations Act, the Court has ordered that a meeting be convened and has approved the explanatory statement required to accompany the Notice of Scheme Meeting does not mean that the Court:

- has formed any view as to the merits of the proposed Scheme or as to how WPP AUNZ Shareholders should vote (on this matter WPP AUNZ Shareholders must reach their own conclusion); or
- has prepared, or is responsible for the content of, the explanatory statement.

## Notice of Scheme Meeting

The Notice of Scheme Meeting is set out in Annexure 4.

## Notice of Second Court Hearing

At the Second Court Hearing, the Court will consider whether to approve the Scheme following the vote at the Scheme Meeting. Any WPP AUNZ Shareholder may appear at the Second Court Hearing, currently expected to be held at 9:15am (Sydney time) on Friday, 23 April 2021 at the Supreme Court of New South Wales, Law Courts Building, 184 Phillip Street, Sydney NSW 2000. Any WPP AUNZ Shareholder who wishes to oppose approval of the Scheme at the Second Court Hearing may do so by filing with the Court and serving on WPP AUNZ a notice of appearance in the prescribed form together with any affidavit that the WPP AUNZ Shareholder proposes to rely on.

## No investment advice

This Scheme Booklet has been prepared without reference to the investment objectives, financial and taxation situation or particular needs of any WPP AUNZ Shareholder or any other person. The information and recommendations contained in this Scheme Booklet do not constitute, and should not be taken as, financial product advice. The WPP AUNZ IBC encourages you to seek independent financial and taxation advice before making any investment decision and any decision as to whether or not to vote in favour of the Scheme. This Scheme Booklet should be read in its entirety before making a decision on whether or not to vote in favour of the Scheme. In particular, it is important that you consider the potential risks if the Scheme does not proceed, as set out in section 7, and the views of the Independent Expert set out in the Independent Expert's Report contained in Annexure 1. If you are in doubt as to the course you should follow, you should consult an independent and appropriately licensed and authorised professional adviser immediately.

## Forward looking statements

Some of the statements appearing in this Scheme Booklet (including in the Independent Expert's Report) may be in the nature of forward looking statements. Forward looking statements or statements of intent in relation to future events in this Scheme Booklet (including in the Independent Expert's Report) should not be taken to be forecasts or predictions that those events will occur. Forward looking statements generally may be identified by the use of forward looking words such as 'believe', 'aim', 'expect', 'anticipate', 'intending', 'foreseeing', 'likely', 'should', 'planned', 'may', 'estimate', 'potential', or other similar words. Similarly, statements that describe the objectives, plans, goals, intentions or expectations of WPP AUNZ or WPP plc are or may be forward looking statements. You should be aware that such statements are only opinions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to WPP AUNZ or WPP plc and/or the industries in which they operate, as well as general economic conditions, prevailing exchange rates and interest rates and conditions in financial markets.

Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement and deviations are both normal and to be expected. None of WPP AUNZ, WPP plc, or their respective officers, directors, employees or advisers or any person named in this Scheme Booklet or any person involved in the preparation of this Scheme Booklet makes any representation or warranty (either express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, or any events or results expressed or implied in any forward looking statement. Accordingly, you are cautioned not to place undue reliance on those statements.

Any forward looking statements in this Scheme Booklet reflect views held only at the date of this Scheme Booklet. Subject to any continuing obligations under the Listing Rules or the Corporations Act, WPP AUNZ and WPP plc and their respective officers, directors, employees and advisers, disclaim any obligation or undertaking to distribute after the date of this Scheme Booklet any updates or revisions to any forward looking statements to reflect (a) any change in expectations in relation to such statements; or (b) any change in events, conditions or circumstances on which any such statement is based.

### Responsibility statement

WPP AUNZ has prepared, and is responsible for, the WPP AUNZ Information. Neither WPP plc nor any of its subsidiaries, directors, officers, employees or advisers assume any responsibility for the accuracy or completeness of such information.

WPP plc has prepared, and is responsible for, the WPP plc Information. Neither WPP AUNZ nor any of its subsidiaries, directors, officers, employees or advisers assume any responsibility for the accuracy or completeness of such information.

PricewaterhouseCoopers Securities Limited has prepared the Independent Expert's Report (as set out in Annexure 1) and takes responsibility for that report. None of WPP AUNZ or WPP plc or any of their respective subsidiaries, directors, officers, employees or advisers assume any responsibility for the accuracy or completeness of the information contained in the Independent Expert's Report, except, in the case of WPP AUNZ, in relation to the information which it has provided to the Independent Expert.

No consenting party has withdrawn their consent to be named before the date of this Scheme Booklet.

### Foreign jurisdictions

The release, publication or distribution of this Scheme Booklet in jurisdictions other than Australia may be restricted by law or regulation in such other jurisdictions and persons outside of Australia who come into possession of this Scheme Booklet should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws or regulations.

This Scheme Booklet has been prepared in accordance with the laws of Australia and the information contained in this Scheme Booklet may not be the same as that which would have been disclosed if this Scheme Booklet had been prepared in accordance with the laws and regulations of a jurisdiction outside of Australia.

WPP AUNZ Shareholders who are nominees, trustees or custodians are encouraged to seek independent advice as to how they should proceed.

### Defined terms

Capitalised terms used in this Scheme Booklet are defined in Section 10.1. Section 10.2 also sets out some rules of interpretation which apply to this Scheme Booklet. Some of the documents reproduced in the annexures to this Scheme Booklet have their own defined terms, which are sometimes different to those set out in Section 10.1.

### Financial amounts and effects of rounding

All financial amounts in this Scheme Booklet are expressed in Australian currency unless otherwise stated. A number of figures, amounts, percentages, estimates, calculations of value and fractions in the Scheme Booklet are subject to the effect of rounding. Accordingly, any discrepancies between totals in tables or financial statements, or in calculations, graphs or charts are due to rounding. All financial and operational information set out in this Scheme Booklet is current as at the date of this Scheme Booklet, unless otherwise stated.

### Charts and diagrams

Any diagrams, charts, graphs or tables appearing in this Scheme Booklet are illustrative only and may not be drawn to scale. Unless stated otherwise, all data contained in diagrams, charts, graphs and tables is based on information available as at the date of this Scheme Booklet.

### Timetable and dates

All times and dates referred to in this Scheme Booklet are times and dates in Sydney, Australia, unless otherwise indicated. All times and dates relating to the implementation of the Scheme referred to in this Scheme Booklet may change and, among other things, are subject to all necessary approvals from Government Agencies.

### External websites

Unless expressly stated otherwise, the content of the websites of WPP AUNZ and WPP plc do not form part of this Scheme Booklet and WPP AUNZ Shareholders should not rely on any such content.

### Privacy

WPP AUNZ may collect personal information in the process of implementing the Scheme. The type of information that it may collect about you includes your name, contact details and information on your shareholding in WPP AUNZ and the names of persons appointed by you to act as a proxy, attorney or corporate representative at the Scheme Meeting as relevant to you. The collection of some of this information is required or authorised by the Corporations Act. The primary purpose of the collection of personal information is to assist WPP AUNZ to conduct the Scheme Meeting and implement the Scheme. Without this information, WPP AUNZ may be hindered in its ability to issue this Scheme Booklet and implement the Scheme. Personal information of the type described above may be disclosed to the WPP AUNZ Share Registry, third party service providers (including print and mail service providers and parties otherwise involved in the conduct of the Scheme Meeting), authorised securities brokers, professional advisers, Related Bodies Corporate of WPP AUNZ, Government Agencies, and also where disclosure is otherwise required or allowed by law. WPP AUNZ Shareholders who are individuals and the other individuals in respect of whom personal information is collected as outlined above have certain rights to access the personal information collected in relation to them. If you would like to obtain details of the information about you held by the WPP AUNZ Share Registry in connection with WPP AUNZ Shares, please contact the WPP AUNZ Share Registry. WPP AUNZ Shareholders who appoint an individual as their proxy, corporate representative or attorney to vote at the Scheme Meeting should ensure that they inform such an individual of the matters outlined above. Further information about how WPP AUNZ collects, uses and discloses personal information is contained in WPP AUNZ's Privacy Policy located at [www.wppaunz.com/Privacy-Policy](http://www.wppaunz.com/Privacy-Policy).

### Date of Scheme Booklet

This Scheme Booklet is dated Tuesday, 16 March 2021.

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# LETTER FROM THE INDEPENDENT NON-EXECUTIVE CHAIRMAN

Tuesday, 16 March 2021

Dear WPP AUNZ Shareholder

On behalf of the WPP AUNZ Independent Board Committee, comprising all the independent directors of WPP AUNZ, Graham Cubbin, Kim Anderson and myself, (WPP AUNZ IBC), I am pleased to provide you with this Scheme Booklet, which contains important information for your consideration in relation to WPP plc's proposed acquisition of all of the ordinary shares in WPP AUNZ that it does not already own.

On Friday, 25 December 2020, following careful consideration of the WPP plc proposal by the WPP AUNZ IBC, WPP AUNZ entered into a Scheme Implementation Deed with WPP plc and WPP plc's indirect wholly-owned subsidiary, Cavendish Square Holding B.V. (Cavendish), under which it is proposed that WPP plc, via Cavendish, will acquire all of the issued capital of WPP AUNZ that it does not already own via a scheme of arrangement (Scheme), subject to regulatory, Court and shareholder approvals.

The consideration offered by Cavendish under its proposal was \$0.70 per WPP AUNZ Share less the amounts of any Permitted Dividends declared and paid by WPP AUNZ after the date of the Scheme Implementation Deed. WPP AUNZ has recently declared a dividend in respect of FY20 (the FY20 Total Dividend (defined below)) and WPP AUNZ Shareholders who hold their WPP AUNZ Shares on the FY20 Total Dividend Record Date (defined below) will receive \$0.044 per WPP AUNZ Share in respect of that dividend and a further \$0.656 per WPP AUNZ Share if the Scheme is approved and implemented.<sup>1</sup> WPP AUNZ Shareholders who did not hold their WPP AUNZ Shares on the FY20 Total Dividend Record Date will receive \$0.656 per WPP AUNZ Share if the Scheme is approved and implemented.<sup>1</sup>

Given that the Scheme Implementation Deed was agreed on 25 December 2020 and on the basis of consideration of \$0.70 per WPP AUNZ Share less the amounts of any Permitted Dividends, it is meaningful to consider the aggregate of the amounts, by way of both Scheme Consideration and Permitted Dividends which WPP AUNZ Shareholders who have held their WPP AUNZ Shares since that date will receive, and this Scheme Booklet therefore refers to the "Total Cash Payment" that WPP AUNZ Shareholders who hold their WPP AUNZ Shares on each of the FY20 Total Dividend Record Date (defined below), Special Dividend Record Date (defined below) and the Scheme Record Date will receive.

If the Scheme is approved and implemented, Scheme Shareholders who hold their WPP AUNZ Shares on all of those dates will be entitled to receive the 'Total Cash Payment' per WPP AUNZ Share,<sup>2</sup> which totals \$0.70 per WPP AUNZ Share, and is comprised of:

- the consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to WPP plc of each WPP AUNZ Share held as at the Scheme Record Date, being an amount of \$0.70 per WPP AUNZ Share, minus the aggregate per-share cash amount of the Permitted Dividends (defined below) (Scheme Consideration) – this is expected to be \$0.50 per WPP AUNZ Share,<sup>3</sup> and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid;
- an announced fully franked total dividend of \$0.044 per WPP AUNZ Share held by a WPP AUNZ Shareholder on the FY20 Total Dividend Record Date, comprised of an ordinary dividend of \$0.029 per WPP AUNZ Share and a special dividend \$0.015 per WPP AUNZ Share relating to the proceeds from the sale of the Kantar Australian and New Zealand businesses (FY20 Total Dividend); and
- if WPP AUNZ so determines, a fully franked special dividend of up to \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date (Special Dividend) (the FY20 Total Dividend and Special Dividend together, the Permitted Dividends) – WPP AUNZ currently expects to pay a fully franked Special Dividend of the maximum permitted amount of \$0.156 per WPP AUNZ Share if the Scheme is approved by WPP AUNZ Shareholders and the Court, although WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.

The FY20 Total Dividend is not conditional on the Scheme and will be paid irrespective of whether or not the Scheme proceeds, whereas the Special Dividend will only be paid if WPP AUNZ so determines and if the Scheme proceeds.

The FY20 Total Dividend will be paid on Wednesday, 7 April 2021 (FY20 Total Dividend Payment Date) to those WPP AUNZ Shareholders on the WPP AUNZ Share Register on Wednesday, 31 March 2021 (FY20 Total Dividend Record Date). The Special Dividend (if any) will be paid on Friday, 7 May 2021 (Special Dividend Payment Date) to those WPP AUNZ Shareholders on the WPP AUNZ Share Register on Friday, 30 April 2021 (Special Dividend Record Date).

<sup>1</sup> Assuming they hold their WPP AUNZ Shares on both the Scheme Record Date and the Special Dividend Record Date – see further explanation below.

<sup>2</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

<sup>3</sup> Assuming that an FY20 Total Dividend of \$0.044 per WPP AUNZ Share held on the FY20 Total Dividend Record Date and a Special Dividend of \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date are paid.

Accordingly, if the Scheme proceeds, WPP AUNZ Shareholders who receive the Scheme Consideration and the Permitted Dividends will receive \$0.70 per WPP AUNZ Share,<sup>4</sup> which represents a substantial premium to recent undisturbed trading prices. Specifically, the Total Cash Payment represents a premium of:

- 71% to the undisturbed closing price of WPP AUNZ Shares on Friday, 27 November 2020 (the last trading day before the announcement of the initial proposal from WPP plc on Monday, 30 November 2020);
- 73% to the 1 month VWAP to close of trading on 27 November 2020;
- 90% to the 3 month VWAP to close of trading on 27 November 2020; and
- 109% to the 12 month VWAP to close of trading on 27 November 2020.<sup>5</sup>

If Permitted Dividends totalling up to \$0.20 are declared and paid, eligible Australian resident Shareholders who are entitled to the franking credits attached to the Permitted Dividends may be entitled to an Australian tax offset of up to approximately \$0.086 per WPP AUNZ Share (subject to confirmation from the ATO). Whether you are entitled to franking credits will depend on your specific circumstances and tax position.<sup>6</sup>

The proposed Total Cash Payment implies a market capitalisation for WPP AUNZ of \$597 million and an implied enterprise value of \$710<sup>7</sup> million.

### Independent Expert

The WPP AUNZ IBC appointed PricewaterhouseCoopers Securities Limited as the Independent Expert to assess the merits of the Scheme. The Independent Expert has concluded that the Scheme is fair and reasonable and, therefore, is in the best interests of WPP AUNZ Shareholders, in the absence of a Superior Proposal. The Independent Expert has assessed the full underlying value of WPP AUNZ at between \$0.62 and \$0.80 per WPP AUNZ Share. The proposed Total Cash Payment of \$0.70 per WPP AUNZ Share, is within this range.

A complete copy of the Independent Expert's Report is included in Annexure 1 of this Scheme Booklet.

**The WPP AUNZ IBC unanimously recommends that you vote in favour of the Scheme, and intend to vote the WPP AUNZ Shares they own or control in favour of the Scheme, in each case in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.** The WPP AUNZ IBC has considered the advantages and disadvantages of the Scheme, and consider the Scheme is in the best interests of WPP AUNZ Shareholders.

The WPP AUNZ IBC unanimously considers that the Scheme is in the best interests of WPP AUNZ Shareholders for the following key reasons:

- the proposed consideration represents a significant premium to recent historical trading prices of WPP AUNZ Shares;
- eligible Australian resident Shareholders may be entitled to franking credits attached to the Permitted Dividends, which is in addition to the Total Cash Payment received by Scheme Shareholders;
- the Independent Expert has concluded that the Scheme is fair and reasonable and, therefore, is in the best interests of WPP AUNZ Shareholders, in the absence of a Superior Proposal;
- the proposed consideration represents an opportunity for WPP AUNZ Shareholders to realise certain cash value for their WPP AUNZ Shares.

The WPP AUNZ IBC has also considered other factors which may lead you to consider voting against the Scheme. These include that:

- you may disagree with the WPP AUNZ IBC's unanimous recommendation and the Independent Expert's conclusion and believe that the Scheme is not in your best interests; and
- you may prefer to participate in the future financial performance and growth of the WPP AUNZ business.

Further reasons (including reasons why you may not wish to vote in favour of the Scheme) are set out in sections 1.3 and 1.4.

<sup>4</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

<sup>5</sup> These calculations are made on the basis of the Total Cash Payment of \$0.70 per WPP AUNZ Share and are inclusive of the Permitted Dividends. WPP AUNZ Shareholders will only receive the Permitted Dividends if they are on the Register as at the relevant record dates for those dividends, but it is considered appropriate to include them in the premium calculation since the Scheme Consideration was agreed based on WPP AUNZ's balance sheet and cash balance at the time the Scheme Implementation Deed was entered into, and on the basis that any Permitted Dividends paid would reduce the Scheme Consideration paid. The premia based on \$0.656 cents per WPP AUNZ Share (i.e. the Total Cash Payment less the FY20 Total Dividend) are as follows: 60% to the undisturbed closing price of WPP AUNZ shares on 27 November 2020; 64% to the 1 month VWAP to close of trading on 27 November 2020; 77% to the 3 month VWAP to close of trading on 27 November 2020; and 93% to the 12 month VWAP to close of trading on 27 November 2020.

<sup>6</sup> In assessing the value to you of the Permitted Dividends or franking credits, you should seek independent professional taxation advice as to whether or not the receipt of the Permitted Dividends and any entitlement to franking credits attached thereto is available and beneficial to you based on your own particular circumstances. In particular, you should note that, depending on the timing of and price at which you acquired your WPP AUNZ Shares, there may be differences in the tax consequences for you. Refer to section 8 of this Scheme Booklet for further details.

<sup>7</sup> Enterprise value assumes 852.2 ordinary shares, average daily net debt for the 3 months to 31 December 2020 of \$108 million and non-controlling interest for the year ended 31 December 2020 of \$6 million.

### How to vote

Your vote is important and I encourage you to vote by attending the Scheme Meeting or alternatively by completing the proxy form accompanying this Scheme Booklet. The Scheme can only be implemented if it is approved by the Court and, at the Scheme Meeting, the Scheme Resolution is approved by a majority in number of the WPP AUNZ Shareholders (other than Excluded Shareholders) that vote on the Scheme Resolution (in person or by proxy) and that represents at least 75% of the total votes cast. The Scheme Meeting will be held at 10:00am (Sydney time) on Wednesday, 21 April 2021 at The Langham Hotel Sydney, 89-113 Kent Street, Millers Point NSW 2000, Ballroom 2, Ground Floor.

If you wish for the Scheme to proceed, it is important that you vote in favour of the Scheme so that it is approved.

### Further information

This Scheme Booklet sets out important information regarding the Scheme, including the reasons for the WPP AUNZ IBC's recommendation and the Independent Expert's Report. It also sets out some of the reasons why you may not wish to vote in favour of the Scheme.

I encourage you to read this document carefully and in its entirety as it will assist you in making an informed decision as to how to vote. You should also seek independent financial, legal and tax or other professional advice before making any investment decision in relation to your WPP AUNZ Shares.

If you have any questions regarding the Scheme or this Scheme Booklet, please contact the WPP AUNZ Shareholder Information Line on 1300 513 794 (within Australia) or +61 2 8022 7939 (outside Australia) between 8:30am and 5:30pm (Sydney time), Monday to Friday, excluding public holidays.

On behalf of the WPP AUNZ IBC, I would also like to take this opportunity to thank you for your continued support in WPP AUNZ and I look forward to your participation at the Scheme Meeting.

Yours sincerely



Robert Mactier

Independent Non-Executive Chairman  
WPP AUNZ Limited

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## KEY DATES

Event	Time and date
First Court Date	Tuesday, 16 March 2021
Date of this Scheme Booklet	Tuesday, 16 March 2021
FY20 Total Dividend Record Date	Wednesday, 31 March 2021
FY20 Total Dividend Payment Date	Wednesday, 7 April 2021
Latest time and date for receipt of proxy forms or powers of attorney by the WPP AUNZ Share Registry for the Scheme Meeting	10:00am Monday, 19 April 2021
Time and date for determining eligibility to vote at the Scheme Meeting	7:00pm Monday, 19 April 2021
Scheme Meeting	10:00am Wednesday, 21 April 2021
Determination to pay Special Dividend, if applicable	Thursday, 22 April 2021

### If the Scheme is approved by WPP AUNZ Shareholders

Court hearing to approve the Scheme (Second Court Date)	Friday, 23 April 2021
<b>Effective Date</b> Court order lodged with ASIC and announcement to ASX Last day of trading in WPP AUNZ Shares – WPP AUNZ Shares will be suspended from trading on ASX from close of trading	Monday, 26 April 2021
Special Dividend Record Date	Friday, 30 April 2021
Special Dividend Payment Date	Friday, 7 May 2021
<b>Scheme Record Date</b> (for determining entitlements to Scheme Consideration)	Tuesday, 11 May 2021
<b>Implementation Date</b> Provision of Scheme Consideration	Tuesday, 18 May 2021

All times and dates in the above timetable are references to the time and date in Sydney, Australia and all such times and dates are subject to change. In particular and without limitation, the date of the Scheme Meeting may be postponed or adjourned if satisfaction of a Condition Precedent to the Scheme, for example, receipt of a regulatory approval, is delayed. Certain times and dates are conditional on the approval of the Scheme by WPP AUNZ Shareholders and by the Court. Any changes will be announced by WPP AUNZ to the ASX.

# 1 KEY CONSIDERATIONS RELEVANT TO YOUR VOTE

## 1.1 Recommendation

### (a) WPP AUNZ IBC recommendation

The WPP AUNZ IBC, comprising all of WPP AUNZ's independent directors, was appointed when the Scheme proposal was received from WPP plc to ensure it was considered independently of WPP plc and its nominee directors on the WPP AUNZ Board for the benefit of WPP AUNZ's minority shareholders.

The WPP AUNZ IBC unanimously recommends that you vote in favour of the Scheme, and intend to vote the WPP AUNZ Shares they own or control in favour of the Scheme, in each case in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.

There are a number of reasons why you might vote for or against the Scheme, which may affect you in different ways depending on your individual circumstances. Section 1.2 provides a summary of reasons why you might vote for or against the Scheme. Section 1.3 provides a summary of the key reasons why the WPP AUNZ IBC considers that WPP AUNZ Shareholders should vote in favour of the Scheme. Section 1.3 should be read in conjunction with section 1.4, which sets out reasons why WPP AUNZ Shareholders may not wish to vote in favour of the Scheme. You should read this Scheme Booklet in full, including the Independent Expert's Report, before deciding how to vote at the Scheme Meeting. While the WPP AUNZ IBC acknowledges the reasons to vote against the Scheme, they believe the advantages of the Scheme materially outweigh the disadvantages and unanimously recommend that you vote in favour of the Scheme.

### (b) No recommendation from Ranjana Singh, Geoff Wild AM, Diane Holland and Jens Monsees

The nominee directors of WPP plc on the WPP AUNZ Board and the executive director do not make a recommendation in relation to the Scheme.

Each of Ranjana Singh (Non-Executive Director), Geoff Wild AM (Non-Executive Director) and Diane Holland (Non-Executive Director) are nominee directors of WPP plc on the WPP AUNZ Board and therefore have a conflict of interest in relation to the vote to approve the Scheme. Accordingly, each of Ranjana Singh, Geoff Wild AM and Diane Holland do not consider it appropriate to make a voting recommendation in relation to the Scheme.

Jens Monsees is Chief Executive Officer and Managing Director of WPP AUNZ, which is a partially-owned subsidiary of WPP plc and which will become a wholly-owned subsidiary if the Scheme becomes Effective. Accordingly, Jens Monsees does not consider it appropriate for him to make a voting recommendation in relation to the Scheme.

## 1.2 Summary of reasons why you might vote for or against the Scheme

### Why you should vote in favour of the Scheme

### Why you may consider voting against the Scheme

The WPP AUNZ IBC unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders

You may disagree with the WPP AUNZ IBC's unanimous recommendation and the Independent Expert's conclusion and believe that the Scheme is not in your best interests

The Independent Expert has concluded that the Scheme is fair and reasonable and, therefore, in your best interests

You may prefer to participate in the future financial performance and growth of the WPP AUNZ business

The Total Cash Payment of \$0.70 per WPP AUNZ Share represents a significant premium to recent historical WPP AUNZ Share prices

You may wish to maintain your investment profile

The Total Cash Payment of \$0.70 per WPP AUNZ Share represents premium value for WPP AUNZ Shareholders

The tax consequences of the Scheme may not suit your financial position

You will receive certain value for your investment in WPP AUNZ

You may consider that there is potential for a Superior Proposal to emerge, although given WPP plc's existing controlling stake of 61.5%, WPP AUNZ's IBC considers the emergence of a Superior Proposal unlikely

Eligible Australian resident Shareholders may be entitled to franking credits attached to the Permitted Dividends, which is in addition to the Total Cash Payment received by Scheme Shareholders

Since the announcement of the Scheme, no Superior Proposal has emerged, and given WPP plc's existing controlling stake of 61.5%, WPP AUNZ's IBC considers the emergence of a Superior Proposal unlikely

## Why you should vote in favour of the Scheme

## Why you may consider voting against the Scheme

The WPP AUNZ Share price may fall if the Scheme is not implemented

If the Scheme does not proceed, you will continue to be subject to the risks and uncertainties associated with the WPP AUNZ business and general market risks

WPP AUNZ Shareholders will not incur any brokerage charges if the Scheme proceeds

### 1.3 Why you should vote in favour of the Scheme

**(a) The WPP AUNZ IBC unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders**

The WPP AUNZ IBC unanimously recommends that, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders, you vote in favour of the Scheme Resolution required to implement the Scheme at the Scheme Meeting.

In reaching their recommendation, the WPP AUNZ IBC has assessed the Scheme having regard to the reasons to vote in favour of, or against, the Scheme, as set out in this Scheme Booklet.

In the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders, each member of the WPP AUNZ IBC intends to vote all WPP AUNZ Shares held or controlled by them in favour of the Scheme. The interests of each member of the WPP AUNZ IBC are set out in section 9.1.

**(b) The Independent Expert has concluded that the Scheme is fair and reasonable and, therefore, in your best interests**

The WPP AUNZ IBC appointed PricewaterhouseCoopers Securities Limited to prepare an Independent Expert's Report, including an opinion as to whether the Scheme is in the best interests of WPP AUNZ Shareholders.

The Independent Expert has concluded that the Scheme is fair and reasonable and, therefore, is in the best interests of WPP AUNZ Shareholders, in the absence of a Superior Proposal.

The basis for this conclusion is that the proposed Total Cash Payment of \$0.70 per WPP AUNZ Share, is within the Independent Expert's valuation range for an ordinary share in WPP AUNZ on a controlling basis.

A complete copy of the Independent Expert's Report is included as Annexure 1 of this Scheme Booklet and the WPP AUNZ IBC encourages you to read this report in its entirety.

**(c) The Total Cash Payment of \$0.70 per WPP AUNZ Share represents a significant premium to recent historical WPP AUNZ Share prices**

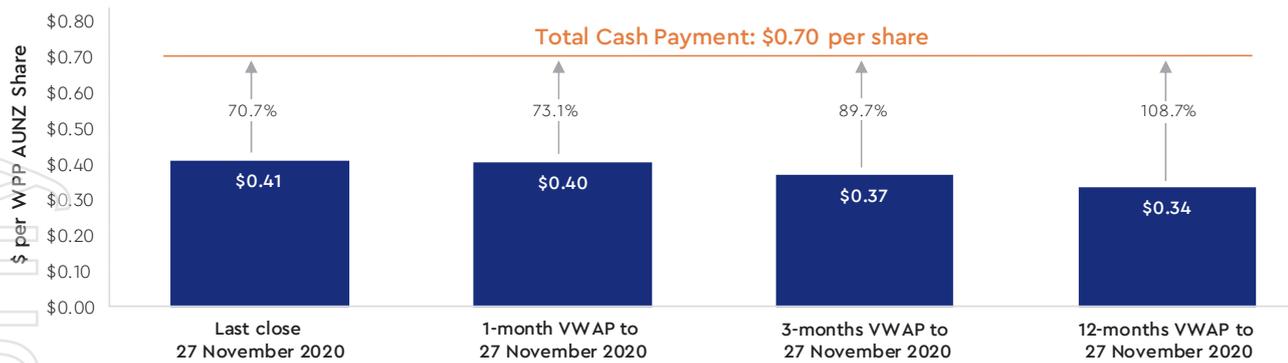
Under the terms of the Scheme, subject to the Scheme becoming Effective, Scheme Shareholders who also held their WPP AUNZ Shares on the FY20 Total Dividend Record Date and the Special Dividend Record Date will receive \$0.70 cash per WPP AUNZ Share.<sup>8</sup> This represents a premium of:

- 71% to the undisturbed closing price of WPP AUNZ Shares on Friday, 27 November 2020 (the last trading day before the announcement of the initial proposal from WPP plc on Monday, 30 November 2020);
- 73% to the 1 month VWAP to close of trading on 27 November 2020;
- 90% to the 3 month VWAP to close of trading on 27 November 2020; and
- 109% to the 12 month VWAP to close of trading on 27 November 2020,<sup>9</sup>

as shown in the chart below.

<sup>8</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

<sup>9</sup> These calculations are made on the basis of the Total Cash Payment of \$0.70 per WPP AUNZ Share and are inclusive of the Permitted Dividends. WPP AUNZ Shareholders will only receive the Permitted Dividends if they are on the Register as at the relevant record dates for those dividends, but it is considered appropriate to include them in the premium calculation since the Scheme Consideration was agreed based on WPP AUNZ's balance sheet and cash balance at the time the Scheme Implementation Deed was entered into, and on the basis that any Permitted Dividends paid would reduce the Scheme Consideration paid. The premia based on \$0.656 cents per WPP AUNZ Share (i.e. the Total Cash Payment less the FY20 Total Dividend) are as follows: 60% to the undisturbed closing price of WPP AUNZ shares on 27 November 2020; 64% to the 1 month VWAP to close of trading on 27 November 2020; 77% to the 3 month VWAP to close of trading on 27 November 2020; and 93% to the 12 month VWAP to close of trading on 27 November 2020.



**(d) The Total Cash Payment of \$0.70 per WPP AUNZ Share represents premium value for WPP AUNZ Shareholders**

The Total Cash Payment represents premium value for WPP AUNZ. The assumed earnings, which have factored in benefits from the ongoing transformation initiatives, have yet to be delivered and therefore involve execution risks, some of which are outside of WPP AUNZ's control.

**(e) You will receive certain value for your investment in WPP AUNZ**

The proposed Total Cash Payment of \$0.70 per WPP AUNZ Share provides you with certainty of value and timing for your WPP AUNZ Shares (subject to the Scheme becoming Effective and you holding your WPP AUNZ Shares on the Scheme Record Date and also on the FY20 Total Dividend Record Date and the Special Dividend Record Date).

More specifically, if the Scheme becomes Effective, WPP AUNZ Shareholders that hold WPP AUNZ Shares on the Scheme Record Date will receive the Scheme Consideration (payable by WPP plc) – this is expected to be \$0.50 per WPP AUNZ Share, assuming Permitted Dividends totalling \$0.20 per WPP AUNZ Share are paid, and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid.<sup>10</sup>

WPP AUNZ Shareholders that hold WPP AUNZ Shares on the FY20 Total Dividend Record Date and Special Dividend Record Date will also receive the amount of the FY20 Total Dividend, which will be \$0.044 in cash per WPP AUNZ Share held by them on the FY20 Total Dividend Record Date (payable by WPP AUNZ) and, if WPP AUNZ so determines, the amount of the Special Dividend, being up to \$0.156 in cash per WPP AUNZ Share held by them on the Special Dividend Record Date (payable by WPP AUNZ) – WPP AUNZ currently expects to pay a fully franked Special Dividend of the maximum permitted amount of \$0.156 per WPP AUNZ Share if the Scheme is approved by WPP AUNZ Shareholders and the Court, although WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.

The Permitted Dividends also release franking credit value to those eligible Shareholders who are able to benefit from franking credits, as detailed in section 1.3(f).

The certainty of these cash payments should be compared with the risks and the uncertainties of remaining a WPP AUNZ Shareholder, which include, but are not limited to, the risks set out in section 7.

**(f) Eligible Shareholders may be entitled to franking credits attached to the Permitted Dividends, which is in addition to the Total Cash Payment received by Scheme Shareholders**

The WPP AUNZ Directors expect to declare fully franked Permitted Dividends of up to \$0.20 per WPP AUNZ Share, comprising of a FY20 Total Dividend which is not conditional on the Scheme and a Special Dividend which is subject to the Scheme being approved and WPP AUNZ determining to pay the Special Dividend.

If Permitted Dividends of up to \$0.20 are declared and paid, eligible Australian resident Shareholders who are entitled to the franking credits attached to the Permitted Dividends may be entitled to an Australian tax offset of up to approximately \$0.086<sup>11</sup> per WPP AUNZ Share (subject to confirmation from the ATO). Whether you are entitled to franking credits will depend on your specific circumstances and tax position.<sup>12</sup>

**(g) Since the announcement of the Scheme, no Superior Proposal has emerged, and given WPP plc's existing controlling stake of 61.5%, WPP AUNZ's IBC considers the emergence of a Superior Proposal unlikely**

Since the announcement of the execution of the Scheme Implementation Deed on Tuesday, 29 December 2020 and up to the date of this Scheme Booklet, no Superior Proposal has emerged and the WPP AUNZ IBC is not aware, as at the date of this Scheme Booklet, of any Superior Proposal that is likely to emerge. WPP plc already holds a controlling stake of 61.5% in WPP AUNZ, and any sale to an alternate bidder would require WPP plc to elect to sell its shares. This, in addition to the interconnectivity of WPP plc and WPP AUNZ global brands (where WPP AUNZ brands report into WPP plc brand managers), makes the emergence of a Superior Proposal unlikely.

<sup>10</sup> The Scheme Consideration is calculated as \$0.70 per WPP AUNZ Share minus the aggregate per-share cash amount of the FY20 Total Dividend and any Special Dividend.

<sup>11</sup> Potential franking credits attached to the Permitted Dividends of up to approximately \$0.086, calculated using a tax rate assumption of 30% for an Australian domiciled shareholder. Quantum, and value to you, of franking credits may vary depending on your specific circumstances and tax position.

<sup>12</sup> In assessing the value to you of the Permitted Dividends or franking credits, you should seek independent professional taxation advice as to whether or not the receipt of any Special Dividend and any entitlement to franking credits attached thereto is available and beneficial to you based on your own particular circumstances. In particular, you should note that, depending on the timing of and price at which you acquired your WPP AUNZ Shares, there may be differences in the tax consequences for you. Refer to section 8 of this Scheme Booklet for further details.

**(h) The WPP AUNZ Share price may fall if the Scheme is not implemented**

If the Scheme is not implemented, WPP AUNZ Shares will remain listed on ASX and will continue to be subject to market volatility, including general stock market movements, the impact of general economic conditions and the demand for listed securities.

Over the year before the announcement of the execution of the Scheme Implementation Deed on Tuesday, 29 December 2020, WPP AUNZ Shares have traded between a low of \$0.19 per WPP AUNZ share on 9 April 2020 and a high of \$0.72 per WPP AUNZ Share on 17 December 2020. On the last undisturbed trading day before the announcement of the initial proposal from WPP plc on Monday, 30 November 2020, WPP AUNZ Shares closed at \$0.41. On the day of announcement of the execution of the Scheme Implementation Deed, WPP AUNZ Shares closed at \$0.70.

Although WPP AUNZ is currently recovering from the impact of COVID-19 and has continued to reduce its debt to below target ratios, it is still subject to market volatility and economic conditions which remain sensitive to COVID-19 developments. The WPP AUNZ IBC is unable to predict the price at which WPP AUNZ Shares will trade in the future, but consider that if the Scheme is not implemented and a Superior Proposal is not forthcoming, the price of WPP AUNZ Shares may fall.



**(i) If the Scheme does not proceed, you will continue to be subject to the risks and uncertainties associated with the WPP AUNZ business and general market risks**

The current transformation strategy and growth initiatives of WPP AUNZ will take time to fully implement and carry execution risks, some of which are outside the control of WPP AUNZ and will continue if the Scheme does not proceed.

Historically, WPP AUNZ Shares have been relatively illiquid with limited broker coverage. If the Scheme does not proceed, WPP AUNZ Shareholders may continue to be subject to illiquidity, as well as execution risks related to its transformation strategy and growth initiatives and other risks specific to the WPP AUNZ business, including those summarised in section 7.

**(j) WPP AUNZ Shareholders will not incur any brokerage charges if the Scheme proceeds**

WPP AUNZ Shareholders will not incur any brokerage charges on the disposal of their WPP AUNZ Shares under the Scheme.

## 1.4 Why you may consider voting against the Scheme

The Scheme is recommended by the WPP AUNZ IBC and the Independent Expert has concluded that the Scheme is in the best interests of WPP AUNZ Shareholders (in each case in the absence of a Superior Proposal). The WPP AUNZ IBC is required to set out factors which may lead you to consider voting against the Scheme. These include the following:

**(a) You may disagree with the WPP AUNZ IBC's unanimous recommendation and the Independent Expert's conclusion and believe that the Scheme is not in your best interests**

Despite the unanimous recommendation of the WPP AUNZ IBC to vote in favour of the Scheme and the conclusion of the Independent Expert that the Scheme is in the best interests of WPP AUNZ Shareholders in the absence of a Superior Proposal, you may believe that the Scheme is not in the best interests of WPP AUNZ Shareholders or not in your individual best interests.

**(b) You may prefer to participate in the future financial performance and growth of the WPP AUNZ business**

If the Scheme is implemented, you will no longer be a WPP AUNZ Shareholder. This will mean that you will not participate in the future performance of WPP AUNZ, including any potential benefits that may result from being a WPP AUNZ Shareholder. This will mean that WPP AUNZ Shareholders will not retain any exposure to the assets of WPP AUNZ or have the potential to share in the value that could be generated by WPP AUNZ in the future.

WPP AUNZ is currently in the midst of a turnaround, including recovering from the impact of COVID-19 and continuing to progress its transformation strategy to return its business to strong, profitable and sustainable growth. The strategy, which includes expanding into growing areas of the market and sustainable cost savings measures, is expected to provide an improved platform for WPP AUNZ to achieve its goal of returning to double digit growth (see section 5.2 for further information). However, the strategy carries execution risk as well as general economic risk and therefore there is no guarantee that WPP AUNZ's goals will be achieved (see section 7.3(h) for further information). The potential growth profile has been factored into the Total Cash Payment. The assumed earnings, which have factored in benefits from the ongoing transformation initiatives, have yet to be delivered and therefore involve execution risks, some of which are outside of WPP AUNZ's control.

**(c) You may wish to maintain your investment profile**

You may wish to maintain your investment in WPP AUNZ in order to have an investment in a publicly listed company with the specific characteristics of WPP AUNZ in terms of industry, operational profile, size, capital structure and potential future dividend stream.

WPP AUNZ Shareholders who wish to maintain their investment profile may find it difficult to find an investment with a similar profile to that of WPP AUNZ and they may incur transaction costs in undertaking any new investment.

**(d) The tax consequences of the Scheme may not suit your financial position**

Implementation of the Scheme may trigger taxation consequences for WPP AUNZ Shareholders. A general guide to the taxation implications of the Scheme is set out in section 8. However, this guide is expressed in general terms only and WPP AUNZ Shareholders should seek professional taxation advice regarding the tax consequences that are applicable to their own circumstances.

**(e) You may consider that there is potential for a Superior Proposal to emerge, although given WPP plc's existing controlling stake of 61.5%, WPP AUNZ's IBC considers the emergence of a Superior Proposal unlikely**

It is possible that a more attractive proposal for WPP AUNZ Shareholders could materialise in the future. However, as at the date of this Scheme Booklet, no Superior Proposal has emerged and the WPP AUNZ IBC is not aware of any Superior Proposal or any alternative proposal that is likely to emerge. WPP plc already holds a controlling stake of 61.5% in WPP AUNZ, and any sale to an alternate bidder would require WPP plc to elect to sell its shares. This, in addition to the interconnectivity of WPP plc and WPP AUNZ global brands (where WPP AUNZ brands report into WPP plc brand managers), makes the emergence of a Superior Proposal unlikely.

**1.5 Additional considerations relating to the Scheme**

You should also take into account the following considerations in deciding how to vote on the Scheme Resolution.

**(a) The Scheme may be implemented even if you vote against the Scheme Resolution or do not vote at all**

You should be aware that if you do not vote, or if you vote against the Scheme Resolution, the Scheme may still be implemented if it is approved by the Requisite Majorities of WPP AUNZ Shareholders (other than Excluded Shareholders) and by the Court, and if the conditions to the Scheme are satisfied or waived (as applicable). If this occurs, your WPP AUNZ Shares will be transferred to Cavendish and, if you hold your WPP AUNZ Shares on the FY20 Total Dividend Record Date, the Special Dividend Record Date and the Scheme Record Date, you will receive the Total Cash Payment even though you voted against, or did not vote on, the Scheme Resolution.<sup>13</sup>

**(b) The FY20 Total Dividend is not conditional on the Scheme**

The FY20 Total Dividend will be paid by WPP AUNZ on the FY20 Total Dividend Payment Date (being Wednesday, 7 April 2021), irrespective of whether the Scheme proceeds. The WPP AUNZ Board has considered the dividends forgone by shareholders in the 2020 year, the leverage ratio as at 31 December 2020 and the outlook for WPP AUNZ business and the economy generally in determining the quantum of ordinary dividends for the 2020 financial year end.

**(c) The Special Dividend will be subject to the Scheme becoming Effective and at WPP AUNZ's absolute discretion**

The payment of a Special Dividend will only take place if the Scheme becomes Effective and WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.

Any WPP AUNZ Shareholder that acquires WPP AUNZ Shares after the FY20 Total Dividend Record Date and the Special Dividend Record Date and participates in the Scheme will receive the Scheme Consideration on the Scheme Record Date.<sup>14</sup> This is expected to be \$0.50 per WPP AUNZ Share,<sup>15</sup> and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid.

Please see 'Frequently asked questions' in section 2 for further information in relation to the Scheme.

<sup>13</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

<sup>14</sup> The Scheme Consideration is calculated as \$0.70 per WPP AUNZ Share minus the aggregate per-share cash amount of the FY20 Total Dividend and any Special Dividend.

<sup>15</sup> Assuming that an FY20 Total Dividend of \$0.044 per WPP AUNZ Share held on the FY20 Total Dividend Record Date and a Special Dividend of \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date are paid.

## 2 FREQUENTLY ASKED QUESTIONS

This section 2 answers some frequently asked questions relating to the Scheme. It is not intended to address all relevant issues for WPP AUNZ Shareholders. This section 2 should be read together with all other parts of this Scheme Booklet.

QUESTION	ANSWER	MORE INFORMATION
<b>OVERVIEW OF THE SCHEME</b>		
<b>Why have I received this Scheme Booklet?</b>	This Scheme Booklet has been sent to you because you are an eligible WPP AUNZ Shareholder and you are being asked to vote on the Scheme, which, if approved, will result in Cavendish, an indirect wholly-owned subsidiary of WPP plc, acquiring all of the Scheme Shares. This Scheme Booklet is intended to help you to consider and decide on how to vote on the Scheme at the Scheme Meeting.	Section 4
<b>What is the Scheme?</b>	<p>The Scheme is a scheme of arrangement between WPP AUNZ and the Scheme Shareholders.</p> <p>A "scheme of arrangement" is a statutory procedure in the Corporations Act that is commonly used in transactions in Australia that may result in a change of ownership or control of a company. In addition to requiring Court approval, schemes of arrangement require a shareholder vote in favour of a resolution to implement the scheme of arrangement by the Requisite Majorities.</p> <p>If the Scheme becomes Effective, WPP plc will acquire all of the Scheme Shares for the Scheme Consideration. WPP AUNZ will be delisted from the ASX and become a wholly-owned subsidiary of WPP plc, indirectly held through Cavendish.</p>	Section 4 and Annexure 2
<b>Who are WPP plc and Cavendish?</b>	<p>WPP plc is a multinational communications, advertising, public relations, technology, and commerce holding company headquartered in London, England and listed on the London Stock Exchange (stock code: WPP).</p> <p>Cavendish is an indirect wholly-owned subsidiary of WPP plc incorporated in the Netherlands.</p>	Section 6
<b>Does WPP plc currently hold any WPP AUNZ Shares?</b>	Yes. As at the date of this Scheme Booklet, WPP plc, through its indirect wholly-owned subsidiary Cavendish, holds 524,042,123 WPP AUNZ Shares, which represents approximately 61.5% of the total issued share capital of WPP AUNZ. Those WPP AUNZ Shares will not be acquired under the Scheme, and Cavendish is not able to vote those shares at the Scheme Meeting. Cavendish will, however, receive the FY20 Total Dividend and any Special Dividend in respect of those WPP AUNZ Shares that it continues to hold on the FY20 Total Dividend Record Date and the Special Dividend Record Date (as applicable).	Section 6
<b>RECOMMENDATIONS AND INTENTIONS</b>		
<b>What does the WPP AUNZ IBC recommend?</b>	<p><b>The WPP AUNZ IBC unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.</b></p> <p>The reasons for this recommendation and other relevant considerations are set out in section 1.</p> <p>The WPP AUNZ IBC encourages you to seek independent legal, financial, taxation or other appropriate professional advice.</p>	Letter from the Independent Non-Executive Chairman and section 1

QUESTION	ANSWER	MORE INFORMATION
<b>What are the intentions of the WPP AUNZ IBC?</b>	Each member of the WPP AUNZ IBC intends to vote, or procure the voting of, any WPP AUNZ Shares held or controlled by them at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.	Letter from the Independent Non-Executive Chairman and section 9.1
<b>What is the opinion of the Independent Expert?</b>	The Independent Expert has concluded that the Scheme is in the best interests of WPP AUNZ Shareholders, in the absence of a Superior Proposal.	A copy of the Independent Expert's Report is contained in Annexure 1

## OVERVIEW OF THE TOTAL CASH PAYMENT

<b>What is the Total Cash Payment?</b>	<p>If the Scheme becomes Effective, Scheme Shareholders who also hold their WPP AUNZ Shares on the FY20 Total Dividend Record Date and the Special Dividend Record Date will be entitled to receive the amount of the Total Cash Payment.<sup>16</sup> This totals \$0.70 per WPP AUNZ Share, and is comprised of:</p> <ul style="list-style-type: none"> <li>the Scheme Consideration (payable by WPP plc)<sup>17</sup> – this is expected to be \$0.50 per WPP AUNZ Share,<sup>18</sup> and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid;</li> <li>the amount of the FY20 Total Dividend, being \$0.044 in cash per WPP AUNZ Share held by them on the FY20 Total Dividend Record Date (payable by WPP AUNZ); and</li> <li>if WPP AUNZ so determines, the amount of the Special Dividend, being up to \$0.156 in cash per WPP AUNZ Share held by them on the Special Dividend Record Date (payable by WPP AUNZ) – WPP AUNZ currently expects to pay a fully franked Special Dividend of the maximum permitted amount of \$0.156 per WPP AUNZ Share if the Scheme is approved by WPP AUNZ Shareholders and the Court, although WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.</li> </ul>	Section 4.2
<b>When and how will I receive my Total Cash Payment?</b>	<p>If the Scheme becomes Effective:</p> <ul style="list-style-type: none"> <li>Scheme Shareholders will be paid the Scheme Consideration on the Implementation Date (currently expected to be Tuesday, 18 May 2021); and</li> <li>if WPP AUNZ determines to pay a Special Dividend, WPP AUNZ Shareholders on the WPP AUNZ Share Register as at the Special Dividend Record Date will be paid the Special Dividend on the Special Dividend Payment Date (currently expected to be Friday, 7 May 2021).</li> </ul> <p>The FY20 Total Dividend will be paid by WPP AUNZ on the FY20 Total Dividend Payment Date (being Wednesday, 7 April 2021), irrespective of whether the Scheme proceeds.</p>	Section 4.4

<sup>16</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

<sup>17</sup> The Scheme Consideration is calculated as \$0.70 per WPP AUNZ Share minus the aggregate per-share cash amount of the FY20 Total Dividend and any Special Dividend.

<sup>18</sup> Assuming that an FY20 Total Dividend of \$0.044 per WPP AUNZ Share held on the FY20 Total Dividend Record Date and a Special Dividend of \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date are paid.

QUESTION	ANSWER	MORE INFORMATION
<b>When and how will I receive my Total Cash Payment?</b> (continued)	Scheme Shareholders who have validly registered their bank account details with the WPP AUNZ Share Registry before the Scheme Record Date will have their Scheme Consideration sent directly to their bank account. Otherwise, Scheme Shareholders will have their Scheme Consideration sent by cheque to their address shown on the WPP AUNZ Share Register. Each WPP AUNZ Shareholder can update their bank details by accessing the following website link: <a href="http://www.computershare.com.au/easyupdate/wpp">www.computershare.com.au/easyupdate/wpp</a> .	
<b>Can I choose to keep my WPP AUNZ Shares?</b>	No. If the Scheme is implemented, your WPP AUNZ Shares will be transferred to Cavendish and you will receive the Scheme Consideration (and, if you hold WPP AUNZ Shares on the FY20 Total Dividend Record Date and the Special Dividend Record Date, the Permitted Dividends) <sup>19</sup> . Provided that the Scheme Resolution is passed by the Requisite Majorities of WPP AUNZ Shareholders at the Scheme Meeting, the Scheme is approved by the Court at the Second Court Hearing and the Scheme becomes Effective, this will occur even if you did not vote on the Scheme or if you voted against the Scheme at the Scheme Meeting.	Section 4.7
<b>Will I have to pay brokerage?</b>	You will not have to pay brokerage on the transfer of your WPP AUNZ Shares to WPP plc under the Scheme.	Section 1.3(j)
<b>What are the taxation implications of the Scheme?</b>	<p>The taxation implications of the Scheme will depend on your particular circumstances.</p> <p>Section 8 provides a general description of the Australian taxation consequences for Scheme Shareholders.</p> <p>You should seek independent professional taxation advice with respect to your particular circumstances.</p> <p>WPP AUNZ has applied to the ATO requesting a Class Ruling to confirm the key taxation implications of the Scheme and the Permitted Dividends.</p> <p>The Class Ruling has not been finalised as at the date of this Scheme Booklet. WPP AUNZ expects that the ATO will provide a draft of the Class Ruling prior to the Scheme Meeting. WPP AUNZ will make an announcement to the ASX if it receives a draft of the Class Ruling before the Scheme Meeting.</p> <p>When the final Class Ruling is published by the ATO, it will be available on the ATO's website at <a href="http://www.ato.gov.au">www.ato.gov.au</a>.</p>	Section 8
<b>FY20 TOTAL DIVIDEND AND SPECIAL DIVIDEND</b>		
<b>What is the FY20 Total Dividend?</b>	<p>WPP AUNZ has declared a fully franked FY20 Total Dividend, being \$0.044 per WPP AUNZ Share. You will be eligible to receive the FY20 Total Dividend if you hold WPP AUNZ Shares on the FY20 Total Dividend Record Date.</p> <p>The FY20 Total Dividend is not conditional on the Scheme and will be paid irrespective of whether or not the Scheme proceeds, whereas the Special Dividend will only be paid if WPP AUNZ so determines and if the Scheme proceeds.</p>	Letter from the Independent Non-Executive Chairman and section 4.2

<sup>19</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

## QUESTION

## ANSWER

## MORE INFORMATION

**What is the Special Dividend?**

WPP AUNZ currently expects to pay a fully franked Special Dividend of up to \$0.156 per WPP AUNZ Share prior to implementation of the Scheme, if the Scheme is approved by WPP AUNZ Shareholders and the Court. You will be eligible to receive the Special Dividend if you hold WPP AUNZ Shares on the Special Dividend Record Date.

The payment of a Special Dividend will only take place if the Scheme becomes Effective and WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.

The final decision is currently expected to be communicated to WPP AUNZ Shareholders by way of an ASX announcement on or about Thursday, 22 April 2021.

Letter from the Independent Non-Executive Chairman and section 4.3

**Will any Special Dividend be franked?**

WPP AUNZ currently expects that, if any Special Dividend is to be paid, it will be fully franked.

The franking credits attached to the Special Dividend (if paid on a fully franked basis at \$0.156 per WPP AUNZ Share) and the FY20 Total Dividend are potentially worth up to approximately \$0.086 per WPP AUNZ Share for those Australian resident WPP AUNZ Shareholders who are able to realise the full benefit of franking credits.

In assessing the value to you of the Permitted Dividends or franking credits, you should seek independent professional taxation advice as to whether or not the receipt of any Special Dividend and any entitlement to franking credits attached thereto is available and beneficial to you based on your own particular circumstances. In particular, you should note that, depending on the timing of and price at which you acquired your WPP AUNZ Shares, there may be differences in the tax consequences for you.

Sections 4.3 and 8

**IMPLEMENTATION OF THE SCHEME****Are there any conditions to the Scheme?**

Yes. There are certain conditions that will need to be satisfied or waived (where capable of waiver) before the Scheme can become Effective:

In summary, as at the date of this Scheme Booklet, the outstanding conditions include:

- OIO approval;
- ASIC and ASX approvals (as necessary);
- WPP AUNZ Shareholder (other than Excluded Shareholder) approval of the Scheme at the Scheme Meeting;
- Court approval of the Scheme;
- the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders before 8:00am on the Second Court Date; and
- there being no action by a Government Agency which would restrain or prohibit the Scheme or completion of the Transaction.

As at the date of this Scheme Booklet, the WPP AUNZ IBC is not aware of any reason why any condition to the Scheme will not be satisfied.

Section 4.5

**What is required for the Scheme to become Effective?**

The Scheme will become Effective if:

- the Scheme is approved by the Requisite Majorities of WPP AUNZ Shareholders (other than Excluded Shareholders) at the Scheme Meeting to be held on Wednesday, 21 April 2021;
- the Court approves the Scheme at the Second Court Hearing; and
- all of the other Conditions Precedent to the Scheme are satisfied or waived (as applicable).

Section 4.5

QUESTION	ANSWER	MORE INFORMATION
<b>What happens if the Scheme does not proceed?</b>	<p>If the Scheme does not become Effective and is not implemented:</p> <ul style="list-style-type: none"> <li>• WPP AUNZ Shareholders will continue to hold WPP AUNZ Shares and will be exposed to general risks as well as risks specific to WPP AUNZ, including those set out in section 7;</li> <li>• WPP AUNZ Shareholders will not receive the Scheme Consideration or any Special Dividend (but they will receive the FY20 Total Dividend if they hold WPP AUNZ Shares on the FY20 Total Dividend Record Date);</li> <li>• WPP AUNZ will continue as an ASX-listed entity with management continuing to implement the business plan and financial and operating strategies it had in place prior to execution of the Scheme Implementation Deed; and</li> <li>• the WPP AUNZ IBC is of the opinion that the price of a WPP AUNZ Share on the ASX may fall.</li> </ul>	Section 4.6
<b>SCHEME MEETING</b>		
<b>When and where will the Scheme Meeting be held?</b>	<p>The Scheme Meeting will be held at 10:00am (Sydney time) at The Langham Hotel Sydney, 89-113 Kent Street, Millers Point NSW 2000, Ballroom 2, Ground Floor on Wednesday, 21 April 2021.</p> <p>However, the date of the Scheme Meeting is subject to change. In particular and without limitation, the date of the Scheme Meeting may be postponed or adjourned if satisfaction of a Condition Precedent to the Scheme, for example, receipt of a regulatory approval, is delayed.</p> <p>For the health and safety of all attendees, WPP AUNZ will be observing social distancing and any other government requirements that apply at the time of the Scheme Meeting. WPP AUNZ will be monitoring the COVID-19 situation closely and if it becomes necessary or appropriate to change the way the Scheme Meeting will be held or conducted, information will be provided on WPP AUNZ's website and lodged with the ASX. The situation can change rapidly so even if you plan to attend the meeting, you are encouraged to lodge a directed proxy and any questions you have in advance of the meeting (see "What happens if I can't attend the Scheme Meeting in person?" below).</p>	Annexure 4
<b>Why is the Scheme Meeting not being conducted as a virtual meeting?</b>	<p>WPP AUNZ is looking forward to returning to a more traditional format for the Scheme Meeting. WPP AUNZ considers that a traditional physical meeting is appropriate and will provide shareholders with a better opportunity to engage with the Board and management.</p> <p>Legislation to permit virtual meetings was in the process of being considered by Parliament when the Scheme Meeting was being planned. It was not possible to make arrangements for a virtual meeting in those circumstances as there was no certainty that a virtual meeting would be legally permitted when important planning decisions were being made.</p>	Annexure 4
<b>What happens if I can't attend the Scheme Meeting in person?</b>	<p>If you would like to vote but cannot attend the Scheme Meeting in person, you can vote by appointing a proxy (including by delivering, posting, faxing or lodging your proxy form online at <a href="http://www.investorvote.com.au">www.investorvote.com.au</a>) or attorney to attend and vote on your behalf. You may also vote by corporate representative if that option is applicable to you.</p> <p>You can also:</p> <ul style="list-style-type: none"> <li>• submit questions to WPP AUNZ by completing the 'Questions from Shareholders' form that accompanies this Scheme Booklet and returning it to WPP AUNZ's Share Registry no later than 10:00am (Sydney time) on Monday, 19 April 2021;</li> <li>• ask questions online at <a href="http://www.investorvote.com.au/WPP">www.investorvote.com.au/WPP</a> no later than 10:00am (Sydney time) on Monday, 19 April 2021; and</li> </ul>	Annexure 4

QUESTION	ANSWER	MORE INFORMATION
<p><b>What happens if I can't attend the Scheme Meeting in person?</b> (continued)</p>	<ul style="list-style-type: none"> <li>• follow a live webcast of the Scheme Meeting proceedings via the weblink: <a href="https://www.wppaunz.com/Investors/Scheme">https://www.wppaunz.com/Investors/Scheme</a>.</li> </ul> <p>The webcast enables WPP AUNZ Shareholders to view the Scheme Meeting live and ask questions online.</p> <p>WPP AUNZ Shareholders will need the following details to access the webcast:</p> <ol style="list-style-type: none"> <li>1 the meeting ID is 325-413-437;</li> <li>2 your username is your securityholder reference number (SRN)/holder identification number (HIN);</li> <li>3 your password is the postcode registered to your holding if you are an Australian shareholder. Overseas shareholders should refer to the Online Meeting Guide (which can be found at the weblink immediately below) for their password details.</li> </ol> <p>Please note that WPP AUNZ Shareholders will not be able to vote on the Scheme Resolution over the webcast.</p> <p>More information on how to access and interact within the webcast of the Scheme Meeting can be found by visiting: <a href="http://www.investorvote.com.au/WPP">www.investorvote.com.au/WPP</a>.</p>	
<p><b>What will WPP AUNZ Shareholders be asked to vote on at the Scheme Meeting?</b></p>	<p>At the Scheme Meeting, WPP AUNZ Shareholders (other than Excluded Shareholders) will be asked to vote on whether to approve the Scheme.</p>	Annexure 4
<p><b>What is the WPP AUNZ Shareholder approval threshold for the Scheme?</b></p>	<p>In order to become Effective, the Scheme must be approved by the Requisite Majorities, being:</p> <ul style="list-style-type: none"> <li>• unless the Court orders otherwise, a majority in number (more than 50%) of WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative); and</li> <li>• at least 75% of the total number of votes cast on the Scheme Resolution at the Scheme Meeting by WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative).</li> </ul> <p>Even if the Scheme is approved by the Requisite Majorities of WPP AUNZ Shareholders at the Scheme Meeting, the Scheme is still subject to the approval of the Court.</p>	Section 4.7
<p><b>Am I entitled to vote at the Scheme Meeting?</b></p>	<p>If you are registered as a WPP AUNZ Shareholder on the WPP AUNZ Share Register as at 7:00pm (Sydney time) on Monday, 19 April 2021, you will be entitled to attend and vote at the Scheme Meeting unless you are an Excluded Shareholder.</p>	Annexure 4
<p><b>When will the results of the Scheme Meeting be known?</b></p>	<p>The results of the Scheme Meeting are expected to be available shortly after the conclusion of the Scheme Meeting and will be announced to the ASX (<a href="http://www.asx.com.au">www.asx.com.au</a>) once available.</p>	N/A

QUESTION	ANSWER	MORE INFORMATION
<b>What happens to my WPP AUNZ Shares if I do not vote, or if I vote against the Scheme, and the Scheme becomes Effective and is implemented?</b>	If you do not vote, or vote against the Scheme, and the Scheme becomes Effective and is implemented, any Scheme Shares held by you on the Scheme Record Date (currently expected to be 7:00pm (Sydney time) on Tuesday, 11 May 2021) will be transferred to WPP plc and you will receive the Scheme Consideration (and, if you hold WPP AUNZ Shares on the FY20 Total Dividend Record Date and the Special Dividend Record Date, the Permitted Dividends) <sup>20</sup> , despite not having voted or having voted against the Scheme.	Section 4.7(a)
<b>OTHER QUESTIONS</b>		
<b>What happens if a Competing Proposal is received?</b>	If a Competing Proposal is received, the WPP AUNZ IBC will carefully consider it.  WPP AUNZ must notify WPP plc of that Competing Proposal in accordance with the Scheme Implementation Deed.	N/A
<b>Can I sell my WPP AUNZ Shares now?</b>	You can sell your WPP AUNZ Shares on market at any time before the close of trading on the ASX on the Effective Date at the then prevailing market price (which may vary from the Scheme Consideration).  WPP AUNZ intends to apply to the ASX for WPP AUNZ Shares to be suspended from trading on the ASX from close of trading on the Effective Date. You will not be able to sell your WPP AUNZ Shares on market after this date.  If you sell your WPP AUNZ Shares on market before the close of trading on the ASX on the Effective Date you may pay brokerage on the sale, you will not receive the Scheme Consideration and any Special Dividend (but you will receive the FY20 Total Dividend if you hold WPP AUNZ Shares on the FY20 Total Dividend Record Date), and there may be different tax consequences compared to those that would arise if you retain those shares until the Scheme is implemented.	N/A
<b>What if I have further questions about the Scheme?</b>	For further information, please contact the WPP AUNZ Shareholder Information Line on 1300 513 794 (within Australia) or +61 2 8022 7939 (outside Australia), between 8:30am and 5:30pm (Sydney time), Monday to Friday.  If you are in doubt about anything in this Scheme Booklet, please contact your financial, legal, taxation or other professional adviser immediately.	N/A

<sup>20</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

## 3 WHAT SHOULD YOU DO?

### 3.1 Step 1: Read this Scheme Booklet

You should carefully read this Scheme Booklet in its entirety before deciding whether to vote in favour of the Scheme.

If you have any questions, please contact the WPP AUNZ Shareholder Information Line on 1300 513 794 (within Australia) or +61 2 8022 7939 (outside Australia), between 8:30am and 5:30pm (Sydney time), Monday to Friday.

If you are in any doubt as to what you should do, please consult your legal, financial, tax or other professional adviser without delay.

### 3.2 Step 2: Vote on the Scheme

#### (a) Your vote is important

For the Scheme to proceed, it is necessary that sufficient WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme.

#### (b) Who is entitled to vote?

If you are registered on the WPP AUNZ Share Register at 7:00pm on Monday, 19 April 2021, and are not an Excluded Shareholder, you will be entitled to vote on the Scheme.

#### (c) How to vote?

You may vote:

- **in person**, by attending the Scheme Meeting;
- **by proxy**, by delivering, posting, faxing or lodging a proxy form online at [www.investorvote.com.au](http://www.investorvote.com.au) or by completing, signing and lodging a proxy form for the Scheme Meeting in accordance with the instructions set out on the form. To be valid, your proxy form must be received by the WPP AUNZ Share Registry by 10:00am on Monday, 19 April 2021;
- **by attorney**, by appointing an attorney to attend and vote at the Scheme Meeting on your behalf and providing a duly executed power of attorney to the WPP AUNZ Share Registry by 10:00am on Monday, 19 April 2021; or
- **by corporate representative**, in the case of a body corporate which is a WPP AUNZ Shareholder, by appointing a corporate representative to attend and vote at the Scheme Meeting on behalf of that WPP AUNZ Shareholder and providing a duly executed certificate of appointment (in accordance with sections 250D and 253B of the Corporations Act) prior to admission to the Scheme Meeting.

Further details on how to vote are contained in Annexure 4.

## 4 OVERVIEW OF THE SCHEME

### 4.1 Scheme

On Friday, 25 December 2020, WPP AUNZ entered into the Scheme Implementation Deed with WPP plc and Cavendish, under which it is proposed that WPP plc will acquire all of the ordinary shares in WPP AUNZ that it does not already own by way of the Scheme, subject to regulatory, Court and shareholder approvals. The acquisition will be made via WPP plc's indirect wholly-owned subsidiary, Cavendish.

For the Scheme to proceed, WPP AUNZ Shareholders (other than Excluded Shareholders) must vote in favour of the Scheme by the Requisite Majorities set out in Section 4.7, and the Scheme must be approved by the Court. The Scheme is also subject to the satisfaction or waiver (where capable of waiver) of the other Conditions Precedent described in Section 4.5.

### 4.2 Overview of the Total Cash Payment

If the Scheme is implemented, Scheme Shareholders who also hold their WPP AUNZ Shares at the FY20 Total Dividend Record Date and the Special Dividend Record Date will be entitled to receive the amount of the Total Cash Payment.<sup>21</sup> This totals \$0.70 per WPP AUNZ Share, and is comprised of:

- the Scheme Consideration (payable by WPP plc)<sup>22</sup> – this is expected to be \$0.50 per WPP AUNZ Share,<sup>23</sup> and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid;
- the amount of the FY20 Total Dividend, being \$0.044 in cash per WPP AUNZ Share held by them on the FY20 Total Dividend Record Date (payable by WPP AUNZ); and
- if WPP AUNZ so determines, the amount of the Special Dividend, being up to \$0.156 in cash per WPP AUNZ Share held by them on the Special Dividend Record Date (payable by WPP AUNZ) – WPP AUNZ currently expects to pay a fully franked Special Dividend of the maximum permitted amount of \$0.156 per WPP AUNZ Share if the Scheme is approved by WPP AUNZ Shareholders and the Court, although WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.

The FY20 Total Dividend is not conditional on the Scheme and will be paid irrespective of whether the Scheme proceeds, whereas the Special Dividend will only be paid if WPP AUNZ so determines and if the Scheme proceeds.

### 4.3 Special Dividend

#### (a) Introduction

WPP AUNZ currently expects to pay a fully franked Special Dividend of up to \$0.156 per WPP AUNZ Share prior to the Implementation Date, if the Scheme is approved by WPP AUNZ Shareholders and the Court. The payment of a Special Dividend will only take place if the Scheme becomes Effective and WPP AUNZ's decision to pay a Special Dividend will take into account a number of factors, including the requirements of the Corporations Act, bank consent and the ATO's views on the Special Dividend being a fully franked dividend.

#### (b) Corporations Act requirements

Under section 254T of the Corporations Act, dividends may only be paid by a company if:

- the company's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient for the payment of the dividend;
- the payment of the dividend is fair and reasonable to the company's shareholders as a whole; and
- the payment of the dividend does not materially prejudice the company's ability to pay its creditors.

In addition, section 260A of the Corporations Act enables a company to financially assist a person to acquire shares in the company or a holding company only if certain conditions are satisfied. Financial assistance of this kind would be permitted if the giving of assistance does not materially prejudice:

- the interests of the company;
- the interests of its shareholders; or
- the company's ability to pay its creditors.

The Corporations Act specifically contemplates that financial assistance (of the kind that is regulated under section 260A of the Corporations Act) may take the form of paying a dividend which may be given before the acquisition of shares.

<sup>21</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

<sup>22</sup> The Scheme Consideration is calculated as \$0.70 per WPP AUNZ Share minus the aggregate per-share cash amount of the FY20 Total Dividend and any Special Dividend.

<sup>23</sup> Assuming that an FY20 Total Dividend of \$0.044 per WPP AUNZ Share held on the FY20 Total Dividend Record Date and a Special Dividend of \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date are paid.

The WPP AUNZ Directors will determine (in their absolute discretion) whether or not to pay any Special Dividend after assessing the financial position of the WPP AUNZ Group and the expected impact on creditors. However, based on the information currently available, the WPP AUNZ Directors expect to be in a position to declare that paying a Special Dividend of up to \$0.156 per WPP AUNZ Share is in the best interests of WPP AUNZ and does not materially prejudice the interests of WPP AUNZ or WPP AUNZ Shareholders and does not materially prejudice WPP AUNZ's ability to pay its creditors.

**(c) Announcement regarding any Special Dividend**

The final decision regarding the payment of any Special Dividend is currently expected to be communicated to WPP AUNZ Shareholders by way of an ASX announcement on or about Thursday, 22 April 2021.

**(d) Impact of any Special Dividend**

If WPP AUNZ decides to pay a Special Dividend and the Scheme is approved by WPP AUNZ Shareholders and the Court, the Scheme Consideration payable by WPP plc per WPP AUNZ Share will be \$0.70 less the cash amount of the FY20 Total Dividend and the Special Dividend.

For Australian resident WPP AUNZ Shareholders who are able to realise the full benefit of franking credits, there is a potential value in the franking credits associated with the Special Dividend (if paid on a fully franked basis at \$0.156 per WPP AUNZ Share) and the FY20 Total Dividend of up to approximately \$0.086 per WPP AUNZ Share.

The Total Cash Payment WPP AUNZ Shareholders receive will, if the Scheme is implemented and they hold WPP AUNZ Shares on the Scheme Record Date, the FY20 Total Dividend Record Date and the Special Dividend Record Date, be an amount of \$0.70 in cash for each WPP AUNZ Share held regardless of whether a Special Dividend is paid, or the amount of any Special Dividend. This is because the Scheme Consideration payable by WPP plc per WPP AUNZ Share will, if the Scheme is implemented, be \$0.70 less the cash amount of any FY20 Total Dividend and Special Dividend paid by WPP AUNZ before the Implementation Date.

Accordingly, if the WPP AUNZ Directors decide not to pay any Special Dividend, WPP AUNZ Shareholders who are recorded in the WPP AUNZ Share Register as at the Scheme Record Date, the FY20 Total Dividend Record Date and the Special Dividend Record Date will be paid a cash payment of \$0.656 for each WPP AUNZ Share held on the Scheme Record Date (payable by WPP plc) and a cash payment of \$0.044 for each WPP AUNZ Share held on the FY20 Total Dividend Record Date (payable by WPP AUNZ).

## 4.4 Provision of Total Cash Payment

The Scheme Consideration will be paid to Scheme Shareholders on the Implementation Date (currently expected to be Tuesday, 18 May 2021). Scheme Shareholders who have validly registered their bank account details with the WPP AUNZ Share Registry before the Scheme Record Date will have their Scheme Consideration sent directly to their bank account. Otherwise, Scheme Shareholders will have their Scheme Consideration sent by cheque to their address shown on the WPP AUNZ Share Register. Each WPP AUNZ Shareholder can update their bank details by accessing the following website link: [www.computershare.com.au/easyupdate/wpp](http://www.computershare.com.au/easyupdate/wpp).

It is important to note that you will only receive the Scheme Consideration if you are a Scheme Shareholder. You will be a Scheme Shareholder if you hold WPP AUNZ Shares at the Scheme Record Date (currently expected to be 7:00pm (Sydney time) on Tuesday, 11 May 2021) or such other time and date as WPP AUNZ and WPP plc agree in writing).

WPP AUNZ Shareholders on the WPP AUNZ Share Register as at the Special Dividend Record Date will be paid the Special Dividend (if WPP AUNZ decides to pay a Special Dividend) on the Special Dividend Payment Date (currently expected to be Friday, 7 May 2021).

WPP AUNZ Shareholders on the WPP AUNZ Share Register as at the FY20 Total Dividend Record Date will be paid the FY20 Total Dividend on the FY20 Total Dividend Payment Date (being Wednesday, 7 April 2021).

## 4.5 Conditions to the Scheme

Implementation of the Scheme is subject to the following outstanding Conditions Precedent:

**(a) Regulatory approvals:** before 5:00pm on the Business Day before the Second Court Date:

- (1) ASIC and ASX:** ASIC and ASX issue or provide all relief, waivers, confirmations, exemptions, consents or approvals, and do all other acts, necessary to implement the Scheme and such relief, waivers, confirmations, exemptions, consents, approvals or other acts (as the case may be) remain in full force and effect in all respects and have not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, intimation or indication of intention to do any such thing);
- (2) OIO:** WPP plc and Cavendish having received all consents (including any approval or direction order (as applicable)) required under the *Overseas Investment Act 2005 (OIA)* for the implementation of the transactions contemplated by the Scheme Implementation Deed. If such consent, approval or order is given subject to conditions or requirements, this condition is not fulfilled unless those conditions or requirements are acceptable to WPP plc and Cavendish acting reasonably.

Further information regarding the above regulatory approvals is set out in section 9.6 of this Scheme Booklet.

- (b) Shareholder approval:** the Requisite Majorities of WPP AUNZ Shareholders (other than Excluded Shareholders) approve the Scheme at the Scheme Meeting;
- (c) Independent Expert:** the Independent Expert does not change its conclusion or withdraw its Independent Expert's Report before 8:00am on the Second Court Date.
- (d) Court approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act; and
- (e) Restraints:** at 8:00am on the Second Court Date:
  - (1) there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction or other Government Agency, or other material legal restraint or prohibition;

- (2) no action or investigation is announced, commenced or threatened by any Government Agency; and
  - (3) no application is made to any Government Agency,
- in consequence of, or in connection with, the Scheme which:
- (4) restrains, prohibits or otherwise materially adversely affects (or could reasonably be expected to restrain, prohibit or otherwise materially adversely affect) the Scheme or completion of the Transaction; or
  - (5) requires the divestiture by Cavendish of any WPP AUNZ Shares or the divestiture of any assets of the WPP plc Group or the WPP AUNZ Group,

unless such order, injunction decision, decree, action, investigation or application has been disposed of to the satisfaction of WPP plc acting reasonably, or is otherwise no longer effective or enforceable, by 8:00am on the Second Court Date.

The Scheme was subject to the following conditions, which have been satisfied:

- (a) **FIRB:** written notice has been received under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**), by or on behalf of the Treasurer of the Commonwealth of Australia (**Treasurer**), advising that the Commonwealth Government has no objections to the Transaction either unconditionally or on terms that are acceptable to WPP plc acting reasonably; and
- (b) **Independent Expert:** the Independent Expert has issued an Independent Expert's Report which concludes that the Scheme is in the best interests of WPP AUNZ Shareholders before the time when the Scheme Booklet is registered by ASIC.

The Scheme will not proceed unless all of the Conditions Precedent to the Scheme are satisfied or waived (as applicable) in accordance with the Scheme Implementation Deed.

As at the date of this Scheme Booklet, the WPP AUNZ IBC is not aware of any circumstances which would cause any Condition Precedent not to be satisfied.

## 4.6 Implications if the Scheme does not become Effective

If the Scheme does not become Effective:

- WPP AUNZ Shareholders will continue to hold WPP AUNZ Shares and will be exposed to general risks as well as risks specific to WPP AUNZ, including those set out in section 7;
- WPP AUNZ Shareholders will not receive the Scheme Consideration or any Special Dividend (but they will receive the FY20 Total Dividend if they hold WPP AUNZ Shares on the FY20 Total Dividend Record Date);
- WPP AUNZ will continue as an ASX-listed entity with management continuing to implement the business plan and financial and operating strategies it had in place prior to execution of the Scheme Implementation Deed; and
- the WPP AUNZ IBC is of the opinion that the price of a WPP AUNZ Share on the ASX may fall.

## 4.7 Key steps in the Scheme

### (a) Scheme Meeting and Scheme approval requirements

The Court has ordered WPP AUNZ to convene the Scheme Meeting at which WPP AUNZ Shareholders will be asked to approve the Scheme.

The terms of the Scheme Resolution to be considered at the Scheme Meeting are contained in the Notice of Scheme Meeting in Annexure 4.

The Scheme will only become Effective and be implemented if:

- it is approved by the Requisite Majorities of WPP AUNZ Shareholders (other than Excluded Shareholders) at the Scheme Meeting to be held on Wednesday, 21 April 2021;
- it is approved by the Court at the Second Court Hearing; and
- the other Conditions Precedent to the Scheme outlined in section 4.5 are satisfied or waived (as applicable).

The Requisite Majorities of WPP AUNZ Shareholders to approve the Scheme are:

- unless the Court orders otherwise, a majority in number (more than 50%) of WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative); and
- at least 75% of the total number of votes cast on the Scheme Resolution at the Scheme Meeting by WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative).

The Court has the power to waive the first requirement.

The entitlement of WPP AUNZ Shareholders to attend and vote at the Scheme Meeting is set out in the Notice of Scheme Meeting in Annexure 4.

Voting is not compulsory. However, the WPP AUNZ IBC unanimously recommends that WPP AUNZ Shareholders vote in favour of the Scheme in the absence of a Superior Proposal, and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.

You should be aware that even if you do not vote, or vote against the Scheme, the Scheme may still be implemented if it is approved by the Requisite Majorities of WPP AUNZ Shareholders and the Court. If this occurs, your WPP AUNZ Shares will be transferred to Cavendish and you will receive the Scheme Consideration (and, if you hold WPP AUNZ Shares on the FY20 Total Dividend Record Date and the Special Dividend Record Date, the Permitted Dividends)<sup>24</sup> even though you did not vote on, or voted against, the Scheme.

The results of the Scheme Meeting will be available as soon as possible after the conclusion of the Scheme Meeting and will be announced to the ASX ([www.asx.com.au](http://www.asx.com.au)) once available.

**(b) Court approval of the Scheme**

In the event that:

- the Scheme is approved by the Requisite Majorities of WPP AUNZ Shareholders at the Scheme Meeting; and
  - all other Conditions Precedent to the Scheme (except Court approval of the Scheme) have been satisfied or waived (as applicable),
- then WPP AUNZ will apply to the Court for orders approving the Scheme.

Each WPP AUNZ Shareholder has the right to appear at the Second Court Hearing.

**(c) Effective Date**

If the Court approves the Scheme, the Scheme will become Effective on the Effective Date, being the date an office copy of the Court order from the Second Court Hearing approving the Scheme is lodged with ASIC. WPP AUNZ will, on the Scheme becoming Effective, give notice of that event to the ASX.

WPP AUNZ intends to apply to the ASX for WPP AUNZ Shares to be suspended from trading on the ASX from close of trading on the Effective Date.

**(d) FY20 Total Dividend Record Date, Special Dividend Record Date, FY20 Total Dividend Payment Date and Special Dividend Payment Date**

If WPP AUNZ decides to pay a Special Dividend, those WPP AUNZ Shareholders who are recorded on the WPP AUNZ Share Register on the Special Dividend Record Date (currently expected to be 7:00pm (Sydney time) on Friday, 30 April 2021) will be entitled to receive the Special Dividend in respect of the WPP AUNZ Shares they hold at that time and will be paid the Special Dividend on the Special Dividend Payment Date (currently expected to be Friday, 7 May 2021).

Whether or not the Scheme is approved, WPP AUNZ Shareholders who are recorded on the WPP AUNZ Share Register on the FY20 Total Dividend Record Date will be entitled to receive the FY20 Total Dividend in respect of the WPP AUNZ Shares they hold at that time and will be paid the FY20 Total Dividend on the FY20 Total Dividend Payment Date.

**(e) Scheme Record Date and entitlement to Scheme Consideration**

Those WPP AUNZ Shareholders who are recorded on the WPP AUNZ Share Register on the Scheme Record Date (currently expected to be 7:00pm (Sydney time) on Tuesday, 11 May 2021) or such other time and date as the parties agree in writing) will be entitled to receive the Scheme Consideration in respect of the WPP AUNZ Shares they hold at that time.

**(1) Dealings on or prior to the Scheme Record Date**

For the purposes of determining which WPP AUNZ Shareholders are eligible to participate in the Scheme, dealings in WPP AUNZ Shares will be recognised only if:

- in the case of dealings of the type to be effected using CHESS, the transferee is registered on the WPP AUNZ Share Register as the holder of the relevant WPP AUNZ Shares on or before the Scheme Record Date; and
- in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received by the WPP AUNZ Share Registry on or before the Scheme Record Date (and the transferee remains registered as at the Scheme Record Date).

For the purposes of determining entitlements under the Scheme, WPP AUNZ will not accept for registration or recognise any transfer or transmission applications in respect of WPP AUNZ Shares received after the Scheme Record Date.

**(2) Dealings after the Scheme Record Date**

For the purpose of determining entitlements to the Scheme Consideration, WPP AUNZ must maintain the WPP AUNZ Share Register in its form as at the Scheme Record Date until the Scheme Consideration has been paid to the Scheme Shareholders. The WPP AUNZ Share Register in this form will solely determine entitlements to the Scheme Consideration.

After the Scheme Record Date:

- all statements of holding for WPP AUNZ Shares (other than statements of holding in favour of WPP plc) will cease to have effect as documents relating to title in respect of such WPP AUNZ Shares; and
- each entry on the WPP AUNZ Share Register (other than entries on the WPP AUNZ Share Register in respect of WPP plc) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the WPP AUNZ Shares relating to that entry.

<sup>24</sup> Scheme Shareholders who only hold their WPP AUNZ Shares on the Scheme Record Date will only receive the Scheme Consideration, which will be \$0.70 per WPP AUNZ Share reduced by the amount of Permitted Dividends paid. Assuming the FY20 Total Dividend of \$0.044 per WPP AUNZ Share and a Special Dividend of \$0.156 are both paid (as further explained in this Scheme Booklet), the Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share.

**(f) Implementation Date**

By no later than the Business Day before the Implementation Date (currently expected to be Tuesday, 18 May 2021), each of WPP plc and Cavendish will deposit (or will procure the deposit) into a WPP AUNZ operated Australian dollar denominated trust account with an authorised deposit taking institution in Australia as trustee for the Scheme Shareholders, an amount equal to the aggregate Scheme Consideration to be provided to Scheme Shareholders.

Scheme Shareholders will be paid the Scheme Consideration on the Implementation Date. Immediately after the Scheme Consideration is paid to Scheme Shareholders, the Scheme Shares will be transferred to Cavendish.

**(g) Deed Poll**

As at the date of this Scheme Booklet, a Deed Poll has been entered into by WPP plc and Cavendish in favour of the Scheme Shareholders, to:

- deposit, or procure the deposit of, in cleared funds, by no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders under the Scheme; and
- undertake all other actions, and give each acknowledgement, representation and warranty (if any) attributed to it under the Scheme, subject to the Scheme becoming Effective.

A copy of the Deed Poll is contained in Annexure 3.

**4.8 Warranties by Scheme Shareholders**

Under the terms of the Scheme, each Scheme Shareholder is taken to have warranted to WPP AUNZ and Cavendish, and appointed and authorised WPP AUNZ as its attorney and agent to warrant to Cavendish, on the Implementation Date, that:

- all their WPP AUNZ Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind; and
- they have full power and capacity to transfer their Scheme Shares to Cavendish together with any rights attaching to those shares.

**4.9 Delisting of WPP AUNZ**

WPP AUNZ will apply for the termination of the official quotation of WPP AUNZ Shares on the ASX and for WPP AUNZ to be removed from the official list of the ASX, each to occur on a date after the Implementation Date.

## 5 INFORMATION ABOUT WPP AUNZ

### 5.1 Introduction

WPP AUNZ is Australia and New Zealand's leading creative transformation company and provides an integrated offer of advertising, marketing, media, public relations and communication services to its customers.

WPP AUNZ is a majority-owned (61.5%) subsidiary of WPP plc, and was formerly known as STW Communications Group Limited before it merged with the Australia and New Zealand assets of WPP plc in 2016.

### 5.2 Business overview

#### (a) WPP AUNZ overview

WPP AUNZ is the region's largest advertising, marketing, media, public relations and communication services provider, which offers end-to-end solutions to drive creative and innovative customer interactions for its clients.

WPP AUNZ's portfolio consists of over 60 brands across Australia, New Zealand and Asia. It includes global brands such as AKQA, Ogilvy, VMLY&R, Wunderman Thompson, WhiteGREY, Hogarth, BCW, Hill & Knowlton Strategies, Landor and the media investment management brand, Group M, comprising Mindshare, Mediacom, Wavemaker, Essence and Xaxis. The portfolio also comprises local and regional brands such as Aleph, Ikon, Cannings, Buchanan, Phuel and The Brand Agency.

Each brand brings differentiated skills to deliver against four solutions pillars: Communications, Experience, Commerce and Technology. These brands work in collaboration with each other, sharing expertise to help clients achieve their desired outcomes.

#### Our Solution Pillars



#### COMMUNICATIONS

Advertising, branding and identity, content, media investment, public relations and public affairs, healthcare



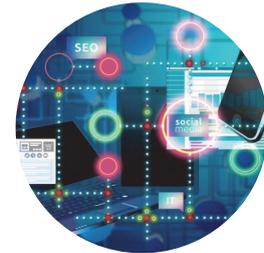
#### EXPERIENCE

UX, service design, websites, platforms and applications, voice and augmented reality



#### COMMERCE

Retail experience, direct-to-consumer platforms and marketplaces



#### TECHNOLOGY

Data management, marketing technology consulting, systems and integration services

#### Transformation strategy – transform, strengthen, grow

WPP AUNZ announced a transformation strategy in February 2020 to return its business to strong, profitable and sustainable growth. The strategy is being implemented in three phases: transform, strengthen and grow, over a three-year period to the end of 2022.

The strategy enhances our core creative capabilities and brings together the collective talent, resources and skills to provide an integrated offer of communications, experience, commerce and technology to our clients.

- **Communications** creates powerful ideas based on deep insights to connect brands' messaging with audiences in meaningful ways and channels at meaningful moments.
- **Experience** builds seamless experiences to make brands part of people's lives – creating more memorable engagement and driving better business results.
- **Commerce** makes it easy for our clients to sell within the complex ecosystem of where and how their customers want to buy.
- **Technology** leverages our global technology partnerships and unique scaled platforms and capabilities to build technology and data solutions fit for our clients' needs.

Our transformation will be delivered in six key areas, and during 2020 we have made significant progress in each of these key areas:

- 1 Operating model** – Restructure our operating model to bring fewer, stronger brands to our clients and make it easier for them to navigate our services.
- 2 Clients** – Improve the organisation of our capabilities across brands around client needs through dedicated client leads, sector practice areas, and a new incentive scheme.
- 3 Talent** – Establish a new leadership model, roll out a new incentive scheme, and invest in specific talent to support our digital technology capabilities.

- 4 **Platform** – Support our strong brands and manage costs by implementing a shared services structure of human resources, information technology, finance, legal, marketing, and communications.
- 5 **Solutions** – Bolster our capabilities in e-commerce, experience, and technology through partnerships with platforms, scalable solutions and selective strategic mergers and acquisitions.
- 6 **Geographies** – Leverage our current presence in large and growing markets of South-East Asia by growing our capabilities in those locations to support our businesses in Australia and New Zealand. In Australia and New Zealand, we will expedite our campus approach with the goal of bringing brands together in one location in most of our major cities.

As consumers increased their time at home, we generally saw heightened levels of consumption of media and a rapid expansion of ecommerce activity. As a result, we expect future demand for our experience, commerce and technology services to be very strong, with clients looking to adapt rapidly to permanent changes in consumer behaviour.

Our strategic transformation remains on track but as COVID-19 accelerates the change in our sector, we are accelerating our plans. Key achievements in 2020 included:

- Launched a centralised tech hub, the Centre of Excellence, with partnerships with Adobe, Microsoft, Salesforce and Sitecore. This consolidates the technology and data consulting operations of the group.
- Adding additional capabilities in technology through the acquisition of Dominion in New Zealand and Meerkats in Australia.
- Formalised 10 top client leaders to better serve our top clients across the WPP AUNZ brands and capabilities.
- Introduced performance driven KPI and remuneration schemes for all leaders.
- Successfully consolidated the support services: HR, IT and Finance.
- Successfully restructured New Zealand operations and materially improved profitability.
- Announcement of the global partnership between AKQA and White GREY, enhancing technology and creative assets of the group; and
- Announcement of global merger between VMLY&R and Geometry to create VMLY&R Commerce and bolster our service offering in commerce and retail.

After successfully completing the first chapter of its strategy, WPP AUNZ will now move into the 'strengthen' phase of its strategy in FY21. This phase sees a focus on clients, solutions, talent and operational excellence.

It includes the following initiatives:

- **Clients:** expansion of the client leaders' program to drive stronger client engagement and focus on scale growth in top clients; ensure service quality and retention by monitoring and reviewing NPS scores; and leveraging the new CRM system established in 2020.
- **Solutions:** continuing to drive growth opportunities through the Centre of Excellence, by enhancing digital and tech capabilities and through focused M&A; strengthening the portfolio through integrated offerings; and establishing a sustainability and purpose practice to capture growing demand for advice in these areas.
- **Talent:** establishing an agile and flexible working model; investing in the development of WPP AUNZ's talent pool; and further implementing consistent KPIs across the WPP AUNZ Group.
- **Operational Excellence:** involves continued consolidation of the WPP AUNZ Group's property footprint, portfolio rationalisation, and expanding the SE Asian footprint while also tapping into global resources offshore. It also includes driving further efficiencies in the operating model through shared services in HR, IT and Finance.

#### (b) Footprint and reach

WPP AUNZ has a local and global client network that includes financial institutions, private corporations, publicly listed corporations, state entities, government departments and agencies and not-for-profits.

The operating structure and footprint are summarised below. WPP AUNZ has offices in most major cities in Australia, New Zealand and across South East Asia. It has also developed campus models – an operating model and structure that encourages deep collaboration between various co-located brands – in New Zealand, Adelaide, Perth and Brisbane.



**(c) Financial highlights – headline results**

The table below outlines the headline results of continuing operations of WPP AUNZ for the financial years ended 31 December 2018, 2019 and 2020.

<b>Key measurables (\$m)</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>
Headline net sales	731.9	712.5	612.3
Headline earnings before interest and tax (EBIT) <sup>25</sup>	100.6	91.8	61.9
Headline margin	13.7%	12.9%	10.1%
Headline profit before tax	85.1	77.8	53.0
Headline net profit after tax and minorities	56.6	51.2	34.9
Headline EPS	6.7	6.0	4.1

**(d) Operating segments**

WPP AUNZ operates a network of brands across four reporting segments. Each of these segments is described below, including relative financial contributions of each for the financial years ended 31 December 2018, 2019 and 2020.

<b>Business segment</b>	<b>Description</b>
Global Integrated Agencies	Provides advertising, media investment management, data management, event strategy and campaigns.
Public Relations and Public Affairs	Advises clients who are seeking to communicate with consumers, governments and business communities. Services include financial and marketing communications, reputation management, government lobbying and content creation.
Specialist Communications	Services include branding and identity, healthcare communications, direct digital, promotional and interactive marketing and other specialist communication services.
Large Format Production	Services include large format executions, retail point-of-sale production and, print and visual merchandise.

	<b>Headline net sales \$m</b>			<b>Headline EBIT \$m</b>			<b>Headline Margin %</b>		
	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
Global Integrated Agencies	497.4	475.4	425.8	70.3	59.7	47.6	14.1	12.6	11.2
Public Relations and Public Affairs	60.3	56.4	44.5	12.1	11.5	6.8	20.1	20.4	15.3
Specialist Communications	154.2	161.7	130.7	25.6	27.1	12.4	16.5	16.8	9.5
Large Format Production	20.0	19.0	11.3	(7.4)	(6.5)	(4.9)	(36.8)	(34.2)	(43.2)
<b>Continuing Operations</b>	<b>731.9</b>	<b>712.5</b>	<b>612.3</b>	<b>100.6</b>	<b>91.8</b>	<b>61.9</b>	<b>13.7</b>	<b>12.9</b>	<b>10.1</b>

As at the date of this Scheme Booklet, WPP AUNZ has on issue 852,151,870 WPP AUNZ Shares, 4,560,108 Options and 6,372,164<sup>26</sup> Performance Rights as set out in section 5.5.

**5.3 WPP AUNZ Board**

The WPP AUNZ Board comprises the following directors:

<b>Name</b>	<b>Position</b>
<b>Jens Monsees</b>	Chief Executive Officer and Managing Director
<b>Robert Mactier</b>	Independent Non-Executive Chairman
<b>Kim Anderson</b>	Independent Non-Executive Director
<b>Graham Cubbin</b>	Independent Non-Executive Director
<b>Ranjana Singh</b>	Non-Executive Director
<b>Geoff Wild AM</b>	Non-Executive Director
<b>Diane Holland</b>	Non-Executive Director

<sup>25</sup> EBIT excluding significant and one-off items including amortisation and impairment expenses.

<sup>26</sup> Of the 6,372,164 Performance Rights, 66,867 Performance Rights will be cash settled after the date of this Scheme Booklet but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue.

Ranjana Singh, Geoff Wild AM and Diane Holland are nominee directors of WPP plc on the WPP AUNZ Board and, as such, are not considered independent.

Further information in relation to the above Directors, including their appointment date, nationality, skills and experience and other appointments, is available at <https://www.wppaunz.com/Investors/Board-of-Directors>.

## 5.4 WPP AUNZ Directors' intentions

The Corporations Regulations require a statement by the WPP AUNZ Directors of their intentions regarding the WPP AUNZ business. If the Scheme is implemented, the Scheme Implementation Deed requires that WPP AUNZ take all steps necessary to ensure that all current WPP AUNZ Directors, other than the WPP plc nominees, resign from the WPP AUNZ Board and an alternate board will be determined by WPP plc. It is for the reconstituted WPP AUNZ Board to determine its intentions as to:

- the continuation of the business of WPP AUNZ;
- any major changes, if any, to be made to the business of WPP AUNZ; and
- the future employment of the present employees of WPP AUNZ.

If the Scheme is implemented, WPP plc will, indirectly through Cavendish, have 100% ownership and control of WPP AUNZ. The current intentions of WPP plc with respect to these matters are set out in section 6.5. If the Scheme is not implemented, the WPP AUNZ Directors intend to continue to operate in the ordinary course of the business and for WPP AUNZ to remain listed on ASX.

## 5.5 Capital structure

The capital structure of WPP AUNZ as at the date of this Scheme Booklet is as follows:

<b>Number of WPP AUNZ Shares</b>	852,151,870
<b>Number of Options</b>	4,560,108
<b>Number of Performance Rights</b>	6,372,164 <sup>27</sup>

WPP AUNZ does not anticipate that it will be required to issue any WPP AUNZ Shares before the Implementation Date.

See section 9.2 for further information on the number of Options and Performance Rights on issue and the intended treatment of Options and Performance Rights.

## 5.6 Historical financial information

### (a) Basis of preparation

This section sets out a summary of historical financial information in relation to WPP AUNZ for the purposes of this Scheme Booklet. The financial information has been extracted from the 2018, 2019 and 2020 WPP AUNZ annual reports and management presentations released to the ASX.

The financial information contained in this section has been presented in abbreviated form and does not contain all of the disclosures, statements or comparative information as required by Australian Accounting Standards applicable to annual financial reports in accordance with the Corporations Act.

The full financial accounts of WPP AUNZ, including all notes to those accounts, can be found in:

- the WPP AUNZ Limited Full Year Results for the Year Ended 31 December 2018 (released to ASX on 22 February 2019);
- the WPP AUNZ Limited Full Year Results for the Year Ended 31 December 2019 (released to ASX on 24 February 2020);
- the WPP AUNZ Limited Full Year Results for the Year Ended 31 December 2020 (released to ASX on 25 February 2021).

These documents are available on ASX's website at [www.asx.com.au](http://www.asx.com.au) and the WPP AUNZ investor website at <https://www.wppaunz.com/en/Investors>.

The information below includes certain non-IFRS financial information, including the following:

- headline EBITDA (headline consolidated earnings before interest, tax, depreciation and amortisation from continuing operations and adjusted for significant items), prior to AASB 16 lease adjustments;
- headline EBIT (headline consolidated earnings before interest and tax from continuing operations and adjusted for significant items); and
- headline net profit after tax (net profit after tax before significant items).

These measures are used internally by WPP AUNZ to assess the performance of the business and make decisions on the allocation of resources, and are included in this Scheme Booklet to provide greater understanding of the underlying financial performance of the operations of WPP AUNZ. When reviewing business performance, this non-IFRS information should be used in addition to, and not as a replacement of, measures prepared in accordance with IFRS. The non-IFRS information has not been subject to audit or review by the external auditor of WPP AUNZ. The non-IFRS measures do not have any standard definition under IFRS and may be calculated differently by other companies.

<sup>27</sup> Of the 6,372,164 Performance Rights, 66,867 Performance Rights will be cash settled after the date of this Scheme Booklet but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue.

FY2018 financials presented below have been updated on a continuing and discontinued basis, and adjusted for any accounting changes for comparative purposes against FY2019 and FY2020. The discontinued operations relate to the sale of the Kantar Australian and New Zealand businesses and Ogilvy New Zealand in 2019.

**(b) Summary of consolidated headline profit and loss and reconciliation of headline profit to the audited statutory results**

The consolidated headline profit and loss for FY2018, FY2019, FY2020 and reconciliation to the audited statutory results is presented below:

<b>Year ended 31 December</b>	<b>FY2018 \$m</b>	<b>FY2019 \$m</b>	<b>FY2020 \$m</b>
<b>Net sales</b>	<b>731.9</b>	<b>712.5</b>	<b>612.3</b>
Income from Associates	6.6	8.7	8.3
Staff Costs	(483.1)	(481.9)	(426.9)
Establishment Costs	(48.5)	(42.6)	(39.9)
General & Administration	(106.3)	(104.9)	(91.9)
<b>Total Operating Costs</b>	<b>(637.9)</b>	<b>(629.4)</b>	<b>(558.7)</b>
<b>Headline EBIT</b>	<b>100.6</b>	<b>91.8</b>	<b>61.9</b>
Net finance costs	(12.3)	(10.9)	(6.1)
Net finance costs – AASB 16 Leases	(3.1)	(3.1)	(2.8)
<b>Headline Profit before tax</b>	<b>85.2</b>	<b>77.8</b>	<b>53.0</b>
Income tax expense	(21.6)	(21.3)	(14.9)
<b>Headline Profit after tax</b>	<b>63.6</b>	<b>56.5</b>	<b>38.1</b>
Minority interest	(6.9)	(5.3)	(3.2)
<b>Headline net profit attributable to members of WPP AUNZ – continuing operations</b>	<b>56.7</b>	<b>51.2</b>	<b>34.9</b>
Headline net profit attributable to members of WPP AUNZ – discontinued operations	12.8	11.7	-
<b>Headline net profit attributable to members of WPP AUNZ</b>	<b>69.5</b>	<b>62.9</b>	<b>34.9</b>
AASB 16 Adjustments	2.0	-	-
<b>Significant one-off costs:</b>			
Gain/(loss) on disposal of subsidiaries and associates	-	1.6	(0.1)
Impairment expense	(62.5)	(268.5)	(179.4)
Amortisation of intangible assets	(14.0)	(15.1)	(5.8)
Gain/(loss) on fair value adjustment of earnouts	0.6	0.7	(0.1)
Excess Lease provision	-	-	(0.9)
US Tax one-off costs	-	-	(1.1)
Business restructure and other one-off costs	(12.7)	(9.1)	(0.1)
<b>Statutory loss after tax and minorities</b>	<b>(17.1)</b>	<b>(227.5)</b>	<b>(152.6)</b>

## (c) Summary of consolidated statement of financial position

<b>Year ended 31 December</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>
	<b>\$'000</b>	<b>\$'000</b>	<b>\$'000</b>
<b>ASSETS</b>			
Cash and cash equivalents	63,524	74,812	63,472
Trade and other receivables	484,902	389,690	336,179
Inventories	12,942	2,873	1,422
Current tax assets	494	-	-
Other current assets	94,336	83,236	70,986
<b>Total current assets</b>	<b>656,198</b>	<b>550,611</b>	<b>472,059</b>
Other receivables	279	-	3,902
Investments accounted for using the equity method	21,864	19,877	21,646
Other financial assets	709	-	-
Plant and equipment	49,963	41,231	29,948
Right-of-use assets	-	91,667	52,876
Deferred tax assets	27,574	25,905	29,432
Intangible assets	1,187,533	721,839	538,459
Other non-current assets	2,302	2,145	3,337
<b>Total non-current assets</b>	<b>1,290,224</b>	<b>902,664</b>	<b>679,600</b>
<b>Total assets</b>	<b>1,946,422</b>	<b>1,453,275</b>	<b>1,151,659</b>
<b>LIABILITIES</b>			
Trade and other payables	714,456	589,330	612,197
Current tax liabilities	-	12,993	1,072
Borrowings	59,747	10,000	-
Lease liabilities	-	28,480	29,286
Provisions	26,214	22,628	19,852
<b>Total current liabilities</b>	<b>800,417</b>	<b>663,431</b>	<b>662,407</b>
Other payables	20,099	2,752	6,963
Borrowings	257,001	182,000	75,000
Lease liabilities	-	77,887	49,659
Deferred tax liabilities	86,804	28,744	23,683
Provisions	5,345	4,242	4,153
<b>Total non-current liabilities</b>	<b>369,249</b>	<b>295,625</b>	<b>159,458</b>
<b>Total liabilities</b>	<b>1,169,666</b>	<b>959,056</b>	<b>821,865</b>
<b>Net assets</b>	<b>776,756</b>	<b>494,219</b>	<b>329,794</b>
<b>EQUITY</b>			
Issued capital	737,149	737,149	737,737
Reserves	23,471	29,356	23,956
(Accumulated losses)/retained earnings	531	(284,986)	(437,536)
<b>Equity attributable to members of the Parent Entity</b>	<b>761,151</b>	<b>481,519</b>	<b>324,157</b>
Non-controlling interests	15,605	12,700	5,637
<b>Total equity</b>	<b>776,756</b>	<b>494,219</b>	<b>329,794</b>

**(d) Consolidated statement of cash flows**

The audited historical consolidated statement of cash flows for FY2018, FY2019, FY2020 are summarised below:

<b>Year ended 31 December</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>
	<b>\$'000</b>	<b>\$'000</b>	<b>\$'000</b>
<b>Cash flows from operating activities</b>			
Receipts from customers	3,994,071	3,506,795	2,709,225
Payments to suppliers and employees	(3,838,806)	(3,382,275)	(2,540,625)
Net cash flows from operations	155,265	124,520	168,600
Interest received	747	895	146
Interest and other costs of finance paid	(13,924)	(16,424)	(9,634)
Dividends and trust distributions received from joint venture and associates	3,056	5,950	2,681
Government aid for COVID-19	-	-	13,401
Income taxes paid	(53,915)	(24,912)	(26,744)
<b>Net cash flows from operating activities</b>	<b>91,229</b>	<b>90,029</b>	<b>148,450</b>
<b>Cash flows from investing activities</b>			
Payments for purchase of newly controlled entities, net of cash acquired	(6,095)	-	(1,938)
Payments for acquisition of non-controlling interests	(14,721)	(5,540)	(1,025)
Payments for purchase of plant and equipment	(20,478)	(14,062)	(3,298)
Proceeds on disposal of controlled entities, net of cash disposed	-	163,519	(87)
Proceeds on disposal of equity accounted investments	-	53	-
Earnout payments and intangible assets acquired	(6,753)	(15,142)	(6,569)
(Payments to)/receipts from related parties	(46)	523	81
<b>Net cash flows (used in)/from investing activities</b>	<b>(48,093)</b>	<b>129,351</b>	<b>(12,836)</b>
<b>Cash flows from financing activities</b>			
Proceeds from borrowings	1,430,749	1,660,000	1,577,000
Repayments of borrowings	(1,454,589)	(1,783,001)	(1,694,000)
Payments of lease liabilities	(994)	(24,046)	(27,839)
Dividends paid to equity holders	(55,333)	(53,646)	-
Dividends paid to non-controlling interests	(8,333)	(7,022)	(2,938)
Purchase of treasury shares	-	-	(451)
<b>Net cash flows used in financing activities</b>	<b>(88,500)</b>	<b>(207,715)</b>	<b>(148,228)</b>
Net (decrease)/increase in cash held	(45,364)	11,665	(12,614)
Effects of exchange rate changes on cash and cash equivalents	(2,335)	(377)	1,274
Cash and cash equivalents at the beginning of the year	111,223	63,524	74,812
<b>Cash and cash equivalents at the end of the year</b>	<b>63,524</b>	<b>74,812</b>	<b>63,472</b>

**5.7 2021 outlook**

WPP AUNZ is budgeting a material improvement in profitability in the 2021 financial year, as the economic environment strengthens leading to improved client spend, particularly in WPP AUNZ's media investment management and creative businesses.

WPP AUNZ's GroupM business predicts a bounce back in media market demand in 2021, with total market demand expected to increase by 15%, returning to 2019 levels of activity at the end of 2021.

Additionally, this growth outlook is expected to be enhanced by the ongoing benefits from the transformation strategy which seeks to drive revenue growth in the areas of communications, technology, commerce and experience.

Net sales are expected to be between \$630 million and \$650 million, representing a 3% to 6% increase on FY20. This sales increase, combined with a starting cost base which is approximately \$65 million lower in FY21, leads to a budgeted improvement in Headline EBIT which is expected to be between \$85 million and \$95 million.

The FY21 outlook is based on WPP AUNZ's internal budget which was developed as part of its normal budgeting process and has been approved by the WPP AUNZ Board, however we note that actual results may vary from the budget. The FY21 budget metrics are towards the upper end of the ranges presented. The FY21 outlook statement is predicated on the assumption that the economy continues its recovery and there are no new material COVID-related economic impacts and restrictions and is subject to a number of other risk factors as identified in sections 7.2 and 7.3.

WPP AUNZ will provide an update on its full year outlook in early April 2021.

## 5.8 Material changes in financial position (since 31 December 2020)

Other than:

- the accumulation of earnings in the ordinary course of trading; or
- as disclosed in this Scheme Booklet or as otherwise disclosed to ASX by WPP AUNZ,

within the knowledge of the WPP AUNZ Board, the financial position of WPP AUNZ has not materially changed since 31 December 2020, being the date of the WPP AUNZ financial statements for the 12 months ended 31 December 2020 (released to ASX on 25 February 2021).

An item to note is the improved net debt position and leverage ratio of WPP AUNZ at 31 December 2020.

The net debt at 31 December 2020 was \$17.2 million (2019: \$121.4 million). This material reduction in net debt at year end has been achieved through strong cash collections, along with early collection of media payments. We expect the benefit of early collection of media payments to partially unwind in Q1 2021.

A copy of the WPP AUNZ financial statements for the 12 months ended 31 December 2020 is available free of charge on the WPP AUNZ investor website at [www.wppaunz.com/en/Investors](http://www.wppaunz.com/en/Investors). WPP AUNZ Shareholders are strongly encouraged to read those financial statements before deciding how to vote at the Scheme Meeting.

Further information regarding the financial performance of WPP AUNZ is set out in the Independent Expert's Report which forms Annexure 1 to this Scheme Booklet.

## 5.9 Public information available for inspection

As a company listed on the ASX and a disclosing entity under the Corporations Act, WPP AUNZ is subject to regular reporting and disclosure obligations. Broadly, these require WPP AUNZ to announce price sensitive information as soon as it becomes aware of the information, subject to exceptions for certain confidential information. Recent WPP AUNZ ASX announcements are available from [www.asx.com.au](http://www.asx.com.au). Further announcements concerning developments at WPP AUNZ will continue to be made available on this website after the date of this Scheme Booklet.

WPP AUNZ is required to prepare and lodge with ASIC and ASX both annual and half-yearly financial statements accompanied by a statement and report from the WPP AUNZ Directors and an audit or review report. Copies of these and other documents lodged with ASIC may be obtained from or inspected at an ASIC office and on the WPP AUNZ investor website at [www.wppaunz.com/en/Investors](http://www.wppaunz.com/en/Investors).

## 6 INFORMATION ABOUT WPP PLC

This section 6 has been prepared by WPP plc. The information concerning WPP plc and the intentions, views and opinions contained in this section 6 are the responsibility of WPP plc. Although WPP plc believes that the intentions, views and opinions reflected in this section 6 have been made on a reasonable basis, no assurance can be given that such intentions, views or opinions will prove to be correct.

WPP AUNZ and its officers and advisers do not assume any responsibility for the accuracy or completeness of this information.

### 6.1 Overview of WPP plc

#### (a) Principal activities of WPP plc

WPP plc is a creative transformation company. WPP plc's networks and agencies operate in 112 countries across the globe offering a range of integrated services across four key areas: communications, experience, commerce and technology. WPP plc's revenues are principally derived from fees for service on a rate per hour or per project basis.

WPP plc's most significant markets by revenue are the United States of America, the United Kingdom, Germany, Greater China (including Taiwan) and Australia. In Australia and New Zealand, WPP plc's activities are substantially operated through WPP AUNZ. In 2019, WPP plc's Australian and New Zealand operations contributed to approximately 3.6% of WPP plc's annual net sales from continuing operations highlighting the importance of these regions to its global business.

WPP plc's major brands include AKQA, BCW, Finsbury, Geometry, Grey, GTB, Hill+Knowlton Strategies, Hogarth, Landor, Ogilvy, Superunion, VMLY&R and Wunderman Thompson and the media investment management group, GroupM, comprising, Essence, MediaCom, Mindshare, Wavemaker and Xaxis.

In the 6 month period ending 30 June 2020, WPP plc provided services to 316 of the Fortune Global 500, all 30 of the Dow Jones 30, 64 of the NASDAQ 100 and 63 of the FTSE 100.

WPP plc is committed to the principles of sustainability in business, through its assignments for clients, its substantial pro bono work and the management of its own operations.

#### (b) WPP plc Board

As at the date of this Scheme Booklet, the WPP plc Board comprises the following directors:

Name	Position
Roberto Quarta	Chairman
Mark Read	Chief Executive Officer
John Rogers	Chief Financial Officer
Angela Ahrendts DBE	Non-Executive Director
Jacques Aigrain	Non-Executive Director
Sandrine Dufour	Non-Executive Director
Tarek Farahat	Non-Executive Director
Tom Ilube CBE	Non-Executive Director
Cindy Rose OBE	Non-Executive Director
Nicole Seligman	Non-Executive Director, Senior Independent Director
Sally Susman	Non-Executive Director
Keith Weed CBE	Non-Executive Director
Jasmine Whitbread	Non-Executive Director
Dr. Ya-Qin Zhang	Non-Executive Director

Further information in relation to the above directors, including their appointment date, nationality, skills and experience and other appointments, is available at: <https://www.wpp.com/about/our-leadership/the-wpp-board>.

#### (c) Structure and ownership of WPP plc

WPP plc is a multinational communications, advertising, public relations, technology, and commerce holding company headquartered in London, England and listed on the London Stock Exchange (stock code: WPP).

WPP plc has a market capitalisation of approximately \$20.09 billion.<sup>28</sup>

<sup>28</sup> Based on WPP plc's share price of £9.1020 per share as at the close of trading on the London Stock Exchange on 8 March 2021, issued share capital of 1,225,332,142 ordinary shares, and the £/AUD daily spot exchange rate as published by the Bank of England for 8 March 2021 of £1 to \$1.8013.

The shares in WPP plc are widely-held by approximately 8,000 shareholders.<sup>29</sup> To WPP plc's knowledge, as at the date of this Scheme Booklet, other than Blackrock, Inc, no shareholder of WPP plc holds a legal or beneficial interest in 5% or more of WPP plc's issued share capital.

## 6.2 Overview of Cavendish

### (a) Corporate overview and principal activities of Cavendish

Cavendish is an indirect wholly-owned subsidiary of WPP plc incorporated in the Netherlands. Cavendish holds 524,042,123 WPP AUNZ Shares representing approximately 61.5% of the total issued share capital of WPP AUNZ.

Cavendish is strictly a holding company for various global subsidiaries of WPP plc and does not undertake any substantial business.

### (b) Cavendish Board

As at the date of this Scheme Booklet, the Cavendish Board comprises the following directors:

Name	Position
Astrid van-Heulen Mulder	Managing Director
Willem Pieter Roobol	Managing Director

## 6.3 Rationale for proposed acquisition of WPP AUNZ

In December 2018, WPP plc presented its growth strategy to the market. This strategy is based on five key pillars which includes the simplification of WPP plc's corporate structure and contemplates further integration to leverage its global reach and increase its strength in individual markets. Out of the top 30 countries in which WPP plc operates globally, Australia and New Zealand are the only countries where WPP plc's operations are held through a publicly listed parent company which is not, in all material respects, wholly-owned by WPP plc. WPP plc believes that this structure creates unnecessary cost, complexity and limits its ability to assist and deploy resources to WPP AUNZ and its businesses.

Accordingly, consistent with its growth strategy, WPP plc is now seeking to increase its ownership of WPP AUNZ from approximately 61.5% to 100% and to delist WPP AUNZ from the ASX with effect from implementation of the Scheme. At 100% ownership, WPP plc believes it will be able to more fully support and integrate the WPP AUNZ business with its existing international businesses and networks with a view to maximising future growth, revenue and opportunities for WPP AUNZ, its businesses and their respective personnel.

## 6.4 Funding arrangements for the Scheme Consideration

### (a) Scheme Consideration

The Scheme Consideration payable<sup>30</sup> by WPP plc per WPP AUNZ Share is expected to be \$0.50 per WPP AUNZ Share,<sup>31</sup> and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid.

Based on WPP AUNZ's issued share capital as at the date of this Scheme Booklet, the total amount of cash required to be paid to the holders of Scheme Shares under the Scheme is a maximum of \$229,676,822<sup>32</sup> (which will be reduced by the aggregate amount of the FY20 Total Dividend and the Special Dividend). WPP AUNZ will be responsible for the payment of any amounts that become payable in connection with the Performance Rights and Options in accordance with the Performance Rights Memo as summarised in Section 9.2(b).

WPP plc and Cavendish have executed a Deed Poll dated 10 March 2021 in favour of the Scheme Shareholders under which, among other things, each of WPP plc and Cavendish undertakes in favour of each Scheme Shareholder to deposit, or procure the deposit, into an Australian dollar denominated trust account operated by WPP AUNZ as trustee for the Scheme Shareholders, by no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders.

### (b) Overview of funding arrangements

The Scheme Consideration will be entirely funded from WPP plc's existing cash reserves.

<sup>29</sup> Based on the share register of WPP plc as at the date of this Scheme Booklet.

<sup>30</sup> The Scheme Consideration is calculated as \$0.70 per WPP AUNZ Share minus the aggregate per-share cash amount of the FY20 Total Dividend and any Special Dividend.

<sup>31</sup> Assuming that an FY20 Total Dividend of \$0.044 per WPP AUNZ Share held on the FY20 Total Dividend Record Date and a Special Dividend of \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date are paid.

<sup>32</sup> WPP AUNZ currently has, and is anticipated on the Implementation Date to have, 852,151,870 WPP AUNZ Shares on issue. Cavendish currently holds 524,042,123 of those WPP AUNZ Shares. Pursuant to the Scheme, WPP plc proposes to acquire the remaining 328,109,747 WPP AUNZ Shares not held by Cavendish. Based on the headline Scheme Consideration of \$0.70 less Permitted Dividends to the extent declared and paid, the total cash consideration payable for the acquisition of the remaining 328,109,747 WPP AUNZ Shares will be approximately \$229,676,822 (less the aggregate amount of the FY20 Total Dividend and the Special Dividend). Assuming that an FY20 Total Dividend of \$0.044 per WPP AUNZ Share held on the FY20 Total Dividend Record Date and a Special Dividend of \$0.156 per WPP AUNZ Share held on the Special Dividend Record Date are paid, the total amount of cash required to be paid to the holders of Scheme Shares under the Scheme is anticipated to be \$164,054,873.50.

WPP plc has cash and cash equivalents which significantly exceed the maximum aggregate amount of the Scheme Consideration payable to all Scheme Shareholders under the Scheme. As at 30 June 2020, WPP plc had cash and cash equivalents of £2,536.1m or approximately \$4,568.3 million.<sup>33</sup> WPP plc anticipates that the balance of its cash and cash equivalents as at the Implementation Date will exceed the balance as at 30 June 2020.

The Scheme is not conditional on WPP plc or Cavendish obtaining finance to fund the payment of the Scheme Consideration. The overview of the funding arrangements in this section 6.4 is provided for information purposes only.

## 6.5 Intentions if the Scheme is implemented

This section 6.5 sets out the current intentions of WPP plc in relation to:

- the continuation of the operations and business of WPP AUNZ, including any redeployment of significant assets of WPP AUNZ;
- changes to the WPP AUNZ Board and the WPP AUNZ management team;
- the future employment of the present employees of WPP AUNZ; and
- the delisting of WPP AUNZ from the ASX,

assuming WPP plc acquires the Scheme Shares as a result of implementation of the Scheme.

The intentions of WPP plc as set out in this section 6.5 have been formed on the basis of facts and information concerning WPP AUNZ and the general business environment which are known to WPP plc as at the date of this Scheme Booklet.

### (a) Corporate structure

If the Scheme is implemented, WPP plc, through Cavendish, will hold all of the issued shares in WPP AUNZ. It is currently intended that Cavendish will continue to hold all of the issued shares in WPP AUNZ following the Implementation Date.

As part of the general review process described in section (b) below, WPP plc may consider converting WPP AUNZ from a public company limited by shares to a proprietary company limited by shares.

### (b) Business continuity and operations

Following implementation of the Scheme, WPP plc intends to conduct a broad-based general review of WPP AUNZ's strategic, financial and commercial operations to:

- evaluate the performance, profitability and prospects of WPP AUNZ and its businesses;
- identify opportunities on how to best integrate the businesses of WPP plc and WPP AUNZ and to achieve greater efficiencies and synergy benefits over time; and
- determine the optimal manner of operating and managing the WPP AUNZ businesses going forward.

Based on its current understanding of the WPP AUNZ business, WPP plc currently intends that:

- the WPP AUNZ business will be conducted in substantially the same manner in which it currently operates;
- no major changes will be made to the WPP AUNZ business; and
- there will be no redeployment of the fixed assets of WPP AUNZ.

### (c) Board of directors

If the Scheme is implemented, WPP plc intends to reconstitute the WPP AUNZ Board. Final decisions regarding the composition of the WPP AUNZ Board will be made closer to the Implementation Date, but WPP plc retains the right to replace existing nominees at any time in accordance with its existing rights prior to the Implementation Date.

### (d) Management team and employees

WPP plc considers WPP AUNZ's management personnel and other employees to be an integral part of the success of the WPP plc Group. Nevertheless, as part of the general review process described in section (b) above, WPP plc intends to consider and evaluate the future staffing requirements, and determine optimal organisational structure, of WPP AUNZ. Accordingly, final decisions on these matters (including any changes to the employment of the present employees of WPP AUNZ) will, if necessary, only be made following completion of this post-implementation review based on all material facts and circumstances at the relevant time.

### (e) Business locations

WPP plc does not intend to alter WPP AUNZ's primary business bases and locations, nor does it intend to undertake any downsizing or outsourcing of its operations.

### (f) Delisting

If the Scheme is implemented, WPP plc will procure that WPP AUNZ applies to the ASX to be removed from the official list of the ASX after implementation of the Scheme.

<sup>33</sup> Based on the £/AUD daily spot exchange rate as published by the Bank of England for 8 March 2021 of £1 to \$1.8013.

## 6.6 WPP plc's interests in WPP AUNZ Shares

### (a) Interests in WPP AUNZ Shares

WPP plc, through Cavendish, holds 524,042,123 WPP AUNZ Shares representing approximately 61.5% of the total issued share capital of WPP AUNZ. WPP plc does not hold any other interests in WPP AUNZ Shares.

### (b) No dealings in WPP AUNZ Shares in previous four months

None of WPP plc or any of its Related Bodies Corporate or Associates has provided, or agreed to provide, consideration for WPP AUNZ Shares under any transaction during the four months before the date of this Scheme Booklet.

### (c) No inducing benefits given during previous four months

Other than as disclosed in this Scheme Booklet, during the period of four months before the date of this Scheme Booklet, none of WPP plc or any of its respective Related Bodies Corporate or Associates gave, or offered to give, or agreed to give a benefit to another person which was likely to induce the other person, or an associate of the other person, to:

- 1 vote in favour of the Scheme; or
- 2 dispose of WPP AUNZ Shares,

where the benefit was not offered to all WPP AUNZ Shareholders.

### (d) Benefits to current WPP AUNZ officers

Other than as disclosed in this Scheme Booklet, none of WPP plc or any of its respective Related Bodies Corporate or Associates will be making any payment or giving any benefit to any current officers of WPP AUNZ or any of its Related Bodies Corporate as compensation or consideration for, or otherwise in connection with, their resignation from their respective offices if the Scheme is implemented.

## 6.7 No other material information

Other than as disclosed in this section 6, so far as the directors of WPP plc are aware, there is no information regarding WPP plc or its intentions regarding WPP AUNZ, that is material to the making of a decision by a WPP AUNZ Shareholder on whether or not to vote in favour of the Scheme that is within the knowledge of any director of WPP plc as at the date of this Scheme Booklet that has not been previously disclosed to WPP AUNZ Shareholders.

# 7 RISKS

## 7.1 Introduction

In considering the Scheme, WPP AUNZ Shareholders should be aware that there are a number of risk factors, both general and specifically relating to WPP AUNZ, which may affect the future operating and financial performance of WPP AUNZ and the price and/or value of WPP AUNZ Shares.

If the Scheme becomes Effective and is implemented, WPP AUNZ Shareholders will cease to hold WPP AUNZ Shares and will also no longer be exposed to the risks set out in this section 7 (and other general risks to which WPP AUNZ may be exposed).

If the Scheme does not become Effective and is not implemented, WPP AUNZ Shareholders will continue to hold WPP AUNZ Shares and continue to be exposed to risks associated with investment in WPP AUNZ.

In deciding whether to vote in favour of the Scheme, WPP AUNZ Shareholders should read this Scheme Booklet carefully and consider the following risk factors. These risk factors do not take into account the individual investment objectives, financial situation, position or particular needs of WPP AUNZ Shareholders. In addition, this section 7 is a summary only and does not purport to list every risk that may be associated with an investment in WPP AUNZ now or in the future. There also may be additional risks and uncertainties not currently known to WPP AUNZ which may have a material adverse effect on WPP AUNZ's operating and financial performance and the value of WPP AUNZ Shares.

Whilst the WPP AUNZ IBC unanimously recommends that WPP AUNZ Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders, WPP AUNZ Shareholders are encouraged to make their own independent assessment as to whether to vote in favour of the Scheme.

## 7.2 General risks

WPP AUNZ is exposed to a number of general risks that could materially adversely affect its assets and liabilities, financial position, profits, prospects and potential to make further distributions to WPP AUNZ Shareholders, and the price and/or value of WPP AUNZ Shares. General risks that may impact on WPP AUNZ or the market for WPP AUNZ Shares include:

- changes in general business, industry cycles and economic conditions including inflation, interest rates, exchange rates and consumer demand;
- changes to government policy, legislation or regulation;
- the nature of competition in the markets in which WPP AUNZ operates;
- inclusion or removal from major market indices;
- natural disasters or catastrophes and other general operational and business risks;
- variations in WPP AUNZ's operating results;
- recommendations by securities analysts;
- changes in investor sentiment and overall performance of the Australian and international stock markets;
- the operating and trading price performance of other comparable listed entities; and
- changes to accounting standards and reporting standards.

Some of these factors could affect WPP AUNZ's share price regardless of WPP AUNZ's underlying operating performance.

## 7.3 Risks relating to the business and operations of WPP AUNZ

The following risks are relevant to the business and operations of WPP AUNZ.

### (a) Economic risks

The performance of WPP AUNZ may be influenced by changes in various general economic factors in Australia and New Zealand including the level of economic growth and the resulting impact on advertising market conditions, unemployment levels and the amount of consumer discretionary spending, consumer and business sentiment, interest rates, inflation and currency exchange rates and labour costs. The spending patterns of WPP AUNZ's international clients are driven by offshore economic conditions and accordingly the performance of WPP AUNZ may also be influenced by changes in various general economic factors outside of Australia and New Zealand.

### (b) Uncertainty associated with COVID-19

In the medium to longer term, the direct effects of COVID-19 and measures introduced by the Australian government to limit transmission of the virus may have a material adverse impact on Australia's economic growth, including the potential for further significant impact on capital markets and share prices. Although various States across Australia have eased such measures, restrictions may be reinstated if further outbreaks of COVID-19 occur. The consequences of the pandemic could include:

- decline in client demand for media and advertising services;
- the suspension of operations by one or more of WPP AUNZ's clients;
- a material impact on WPP AUNZ's ability to perform its services due to WPP AUNZ's operating personnel being subject to quarantine or isolation restrictions;

- suspensions or termination of future projects by potential clients; and
- adverse fluctuations in WPP AUNZ's share price, including as a result of volatility in capital markets.

The COVID-19 outbreak and its impact remains highly uncertain, including the duration of the pandemic and the impact of the actions taken to contain the spread of the virus on macroeconomic conditions and economies globally. Any of these factors could have an adverse impact on WPP AUNZ's business, operations and financial performance.

**(c) Competition in the media, advertising and public relations agency sector**

The market for advertising, marketing, media and public relations services is considered highly competitive, with strong competition across all types of services, and numerous agencies providing sufficiently diverse options for clients, particularly as it relates to digital advertising services. There are several reasons for the competitiveness in this sector including low barriers to entry, the changing emphasis from retainer-based contracts to more project-oriented work, and an increase of "in-housing", which has seen internal advertiser teams executing digital, creative and media agency services. WPP AUNZ brands face competition from large international advertising and marketing communication groups as well as national, regional and local specialist firms. The competitive landscape can also be affected by a number of external factors such as the impact of government policies, technological change and the emergence of competitive platforms. The effect of this competition may include client losses, having an adverse effect on WPP AUNZ's market share.

**(d) Loss of clients or reduction in scope of client retainers or project work**

The level of competition in the advertising, marketing, media and public relations sector means WPP AUNZ must continually innovate and deliver exceptional client service in order to retain clients. Even when doing so, continual technology change, the in-housing of marketing and advertising services and the move from retainer arrangements to short term project work, combined with the external factors noted in other subsections of this section 7.3, can result in client losses or reductions in client work, which can have an adverse effect on net sales.

**(e) Increased competition in attracting and retaining high-performing talent**

WPP AUNZ relies on its ability to attract and retain experienced and high-performing executives and other employees (including developers, creative marketing specialists and strategic marketing consultants). The failure to compete well in a tight market for talent, creative abilities and technical skills could adversely affect WPP AUNZ's ability to develop and implement its strategy to occupy a unique space as an innovative, creative transformation technology company and could lead to a loss of revenue and profitability.

**(f) Media industry downturn and change**

The media industry in which WPP AUNZ operates is driven by a number of factors, including economic growth, population growth, technological changes, unequal bargaining power and regulatory changes. Each of these factors is in turn influenced by a number of different factors, most of which are outside the control of WPP AUNZ. Changes in any of, or the expectations relating to, these factors or other factors which affect the media industry (whether it be traditional or new media) may have a material adverse effect on the WPP AUNZ's financial performance and position.

**(g) Revenue risks**

WPP AUNZ's brands are exposed to fluctuations in net sales throughout the year. This arises from: (i) client agreements being generally terminable by the client upon short notice, and (ii) clients putting advertising and communications contracts up for competitive review from time to time. Clients are also generally able to reduce their advertising and marketing expenditure at any time for any reason. While historically WPP AUNZ has seen stronger revenue generation in the final quarter of the year, there is no guarantee that the seasonality trends displayed historically will continue in the future. Any fluctuations in spending by WPP AUNZ's key clients or loss of key clients could adversely affect WPP AUNZ's revenue.

**(h) Strategy risks**

WPP AUNZ's transformation strategy underpins WPP AUNZ's growth. There is a risk that the WPP AUNZ's transformation strategy does not address market changes or unforeseen events or initiatives from WPP AUNZ's competitors, or that the strategy is not effectively implemented. Failure to execute WPP AUNZ's transformation strategy may result in an inability to achieve business objectives and may lead to loss of market share and an adverse impact on expected future financial results.

**(i) Regulatory and litigation risks**

WPP AUNZ may be affected by changes in government policy or legislation applicable to companies in the media sector including cross-media ownership laws and any unforeseen regulatory changes relating to government inquiries such as the Digital Platform Inquiry run by the Australian Competition and Consumer Commission. This could include those regulations which directly or indirectly affect the form, content and scheduling of advertising, public relations and public affairs, regulate ownership or control of interests in media organisations, regulate the collection, use and management of data, or regulate the scope of activities of clients.

Changes in taxation law in the jurisdictions in which WPP AUNZ operates, including changes in the interpretation or application of the law by the courts or taxation authorities, may impact WPP AUNZ's future tax liabilities.

Legal and other claims or disputes may arise from time to time with respect to WPP AUNZ's brands. There can be no assurance that any such dispute or claim will be covered by insurance cover held by WPP AUNZ. Legal risks include, but are not limited to, customer claims, employment disputes, regulatory or government action. The cost of defending and settling claims can be substantial, even in respect of claims that have no merit, therefore any legal dispute or claim may have a material adverse effect on the financial performance and position of WPP AUNZ.

**(j) Financial and credit risks**

WPP AUNZ's reporting currency is the Australian dollar. Given WPP AUNZ's international operations, fluctuations in foreign exchange rates could adversely affect the WPP AUNZ's consolidated performance.

Credit market conditions and the operating performance of WPP AUNZ will affect borrowing costs as well as WPP AUNZ's capacity to repay, refinance and increase its debt.

**(k) Technology**

The advertising and media sectors are subject to rapid and significant changes in technology, which are difficult to predict and expensive to implement. The licensing and/or development of new technology, and/or the partnering with technology service providers to provide broad marketing and advertising solutions can be a costly investment of time and resources, which can adversely affect the operating or financial performance of WPP AUNZ.

**(l) Additional unknown risks**

Additional risks and uncertainties not currently known to WPP AUNZ may also have a material adverse effect on WPP AUNZ's financial and operational performance. The information set out in this section 7.3 does not purport to be, nor should it be construed as representing, an exhaustive list of all the risks affecting WPP AUNZ.

**7.4 Risks relating to the Scheme**

There is the risk that the Court may not approve the Scheme, or may only be willing to approve the Scheme subject to conditions that WPP AUNZ and/or WPP plc (as applicable) are not prepared to accept. There is also a risk that some or all of the aspects of the regulatory, WPP AUNZ Shareholder and Court approvals required for the Scheme to proceed may be delayed.

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## 8 TAX IMPLICATIONS

### 8.1 Introduction

The following is a general description of the Australian income tax and goods and services tax (GST) consequences of the Scheme (assuming it becomes Effective), the FY20 Total Dividend and the Special Dividend (if determined to be payable by the WPP AUNZ Board) for WPP AUNZ Shareholders. It does not constitute tax advice and should not be relied upon as such.

The description is based upon the Australian law and administrative practice in effect at the date of this Scheme Booklet, but is general in nature and is not intended to be an authoritative or complete statement of the laws applicable to the particular circumstances of a WPP AUNZ Shareholder. WPP AUNZ Shareholders should seek independent professional advice in relation to their own particular circumstances.

The description only applies to those WPP AUNZ Shareholders who hold their WPP AUNZ Shares on capital account. The description does not address the Australian tax consequences for WPP AUNZ Shareholders who:

- hold their WPP AUNZ Shares for the purposes of speculation or a business of dealing in securities (e.g. as trading stock);
- acquired their WPP AUNZ Shares pursuant to an employee share, option or rights plan;
- are subject to the taxation of financial arrangements rules in Division 230 of *Income Tax Assessment Act 1997* (Cth) in relation to gains and losses on their WPP AUNZ Shares;
- may be subject to special tax rules, such as insurance companies, partnerships, tax exempt organisations and entities subject to the Investment Manager Regime under Subdivision 842-I of the *Income Tax Assessment Act 1997* (Cth) in respect of their WPP AUNZ Shares; or
- are taken to have acquired their WPP AUNZ Shares before 20 September 1985.

WPP AUNZ Shareholders who are tax residents of a country other than Australia (whether or not they are also residents, or are temporary residents, of Australia for tax purposes) should take into account the tax consequences of the Scheme under the laws of their country of residence, as well as under Australian law.

### 8.2 ATO Class Ruling

WPP AUNZ has applied to the ATO requesting a class ruling to confirm the key taxation implications of the Scheme, the FY20 Total Dividend and the Special Dividend for WPP AUNZ Shareholders (**Class Ruling**).

The Class Ruling has not been finalised as at the date of the Scheme Booklet. WPP AUNZ expects that the ATO will provide a draft of the Class Ruling prior to the Scheme Meeting.

When the final Class Ruling is published by the ATO, it will be available on the ATO website at [www.ato.gov.au](http://www.ato.gov.au). It is anticipated that the ATO's views in the Class Ruling will be generally consistent with this description. However, it is possible that the ATO may reach a different conclusion. Accordingly, it is important that this description be read in conjunction with the Class Ruling issued by the ATO.

### 8.3 Australian resident shareholders

#### (a) Capital gains tax (CGT)

Under the Scheme, WPP AUNZ Shareholders will dispose of their WPP AUNZ Shares to Cavendish in exchange for the Scheme Consideration. This disposal will constitute a CGT event A1 for Australian CGT purposes for WPP AUNZ Shareholders.

The time of the CGT event will be the Implementation Date.

#### (b) Calculation of capital gain or capital loss

WPP AUNZ Shareholders will make a capital gain on the disposal of WPP AUNZ Shares to the extent that the capital proceeds from the disposal are more than the cost base of those WPP AUNZ Shares. Conversely, WPP AUNZ Shareholders will make a capital loss to the extent that the capital proceeds are less than their reduced cost base of those WPP AUNZ Shares.

##### (1) Cost base

The cost base of the WPP AUNZ Shares generally includes the cost of acquisition and certain non-deductible incidental costs of their acquisition and disposal. The reduced cost base of the WPP AUNZ Shares is usually determined in a similar, but not identical, manner.

If the WPP AUNZ Shares were taken to be acquired at or before 11.45am on 21 September 1999, a WPP AUNZ Shareholder who is an individual, a complying superannuation entity or the trustee of a trust may choose to adjust the cost base of their WPP AUNZ Shares to include indexation by reference to changes in the consumer price index from the calendar quarter in which their WPP AUNZ Shares were acquired until the quarter ended 30 September 1999. However, the CGT discount is not available where indexation is chosen (see 8.3(b)(3) below).

WPP AUNZ Shareholders that are companies are required to include that indexation adjustment in the cost base if their WPP AUNZ Shares were acquired at or before 11.45am on 21 September 1999. Indexation adjustments are taken into account only for the purposes of calculating capital gains; they are ignored when calculating capital losses.

**(2) Capital proceeds**

The capital proceeds received in respect of the disposal of each WPP AUNZ Share should be \$0.70 less the amount of the FY20 Total Dividend per WPP AUNZ Share and the Special Dividend per WPP AUNZ Share (if so determined by WPP AUNZ), being the amount of the Scheme Consideration.

The capital proceeds for the disposal of WPP AUNZ Shares should not include the FY20 Total Dividend or the Special Dividend. However, the ATO may reach a different conclusion and include the FY20 Total Dividend and/or the Special Dividend in the capital proceeds. As at the date of this Scheme Booklet, the ATO has yet to advise its position on this point.

If the ATO concludes that the FY20 Total Dividend and/or the Special Dividend should be included in the capital proceeds, WPP AUNZ Shareholders should take this into account in calculating any capital gain or capital loss. An 'anti-overlap' rule applies to reduce any capital gain made by a WPP AUNZ Shareholder to the extent the FY20 Total Dividend and/or the Special Dividend are otherwise included in assessable income. However, if a WPP AUNZ Shareholder makes a capital loss, the 'anti-overlap' rule does not restore the capital loss that would otherwise have been made if the FY20 Total Dividend and/or the Special Dividend did not form part of the capital proceeds.

**(3) Other matters**

Individuals, complying superannuation entities or trustees that have held WPP AUNZ Shares for at least 12 months and who do not index the cost base of the WPP AUNZ Shares (refer 8.3(b)(1) above) may be entitled to discount the amount of the capital gain (after application of capital losses) from the disposal of WPP AUNZ Shares. The discount is 50% in the case of individuals and trustees and 33⅓% for complying superannuation entities. For trustees, the ultimate availability of the discount for beneficiaries of the trust will depend on the particular circumstances of the beneficiaries.

Capital gains (prior to any CGT discount) and capital losses of a taxpayer in an income year are aggregated to determine whether there is a net capital gain. Any net capital gain is included in assessable income and is subject to income tax. Capital losses may not be deducted against other income for income tax purposes, but may be carried forward to offset against future capital gains (subject to satisfaction of loss recoupment tests for certain taxpayers).

**(c) Taxation consequences of the FY20 Total Dividend and the Special Dividend**

WPP AUNZ Shareholders who are Australian tax residents and who receive the FY20 Total Dividend and the Special Dividend should include the amount of the FY20 Total Dividend and the Special Dividend in their assessable income. The FY20 Total Dividend and Special Dividend are expected to be fully franked.

If certain requirements are met, the WPP AUNZ Shareholders who receive the FY20 Total Dividend and the Special Dividend will be:

- required to include the amount of the attached franking credits in their assessable income; and
- be entitled to a tax offset equal to the amount of the franking credits attached to the FY20 Total Dividend and the Special Dividend respectively.

These requirements include:

- the WPP AUNZ Shareholder being a 'qualified person' in relation to the each of the FY20 Total Dividend and the Special Dividend; and
- whether certain dividend franking integrity measures apply.

In order for a WPP AUNZ Shareholder to be a 'qualified person', they must hold their WPP AUNZ Shares 'at-risk' for a continuous period of not less than 45 days (not including the day of the share's acquisition or disposal) during a prescribed period in relation to each of the FY20 Total Dividend and the Special Dividend.

WPP AUNZ Shareholders should not be treated as holding their WPP AUNZ Shares 'at-risk' on and from the Scheme Record Date and on any days on which WPP AUNZ Shareholders held positions that reduced their exposure to gains and losses below 30%.

Because the FY20 Total Dividend and the Special Dividend reduce the amount of the Scheme Consideration payable, the FY20 Total Dividend and the Special Dividend will be considered to be 'related payments' for tax purposes. Accordingly, the prescribed periods during which WPP AUNZ Shares must be held 'at risk' for at least 45 days in order for the WPP AUNZ Shareholder to be entitled to the attached franking credits are expected to be:

- in respect of the FY20 Total Dividend: from 15 February 2021 to 10 May 2021 (inclusive); and
- in respect of the Special Dividend: 17 March 2021 to 10 May 2021 (inclusive).

Subject to the exclusion noted below, this means that the last date on which a person can acquire WPP AUNZ Shares on the ASX and satisfy the 45 day holding period rule to be entitled to franking credits is 26 March 2021 in respect of both the FY20 Total Dividend and the Special Dividend.

However, the 45 day holding period rule does not apply to a WPP AUNZ Shareholder in some special cases, including where the WPP AUNZ Shareholder is an individual whose tax offset entitlement (on all shares and interests in shares held) does not exceed \$5,000 for the income year ending 30 June 2021. The Class Ruling will outline in further detail the ATO's views as to when a WPP AUNZ Shareholder will satisfy the relevant holding period test with respect to the FY20 Total Dividend and the Special Dividend.

If you are an individual or complying superannuation fund and your tax liability for the income year is less than the amount of the franking credits attached to the FY20 Total Dividend and the Special Dividend, you may be entitled to a refund for the excess franking credits. This does not extend to companies.

## 8.4 Non-resident shareholders

### (a) Capital gains tax

For WPP AUNZ Shareholders who are not Australian tax residents, the disposal of their WPP AUNZ Shares should have no CGT consequences if the WPP AUNZ Shares are not "taxable Australian property".

The WPP AUNZ Shares will only be "taxable Australian property" for non-resident WPP AUNZ Shareholders who:

- hold their WPP AUNZ Shares in carrying on a business at or through a permanent establishment in Australia; or
- are individuals who made an election to disregard a CGT event I1 capital gain or capital loss in respect of their WPP AUNZ Shares when they ceased to be an Australian tax resident.

Those non-resident WPP AUNZ Shareholders will be subject to Australian CGT consequences on disposal of the WPP AUNZ Shares as set out in section 8.3.

For other WPP AUNZ Shareholders who are not Australian tax residents, no component of the WPP AUNZ Shares should be taxable Australian property as their underlying value is not principally derived from Australian real property.

### (b) Taxation consequences of the FY20 Total Dividend and the Special Dividend

WPP AUNZ Shareholders who are not residents of Australia should not be subject to income tax in Australia in respect of the FY20 Total Dividend and the Special Dividend, provided they do not hold the WPP AUNZ Shares through an Australian permanent establishment. As the FY20 Total Dividend and the Special Dividend (if so determined by WPP AUNZ) will be fully franked, such shareholders should receive the full amount of the FY20 Total Dividend and the Special Dividend free of any Australian dividend withholding tax.

## 8.5 GST

WPP AUNZ Shareholders should not be liable to GST in respect of a disposal of those WPP AUNZ Shares.

WPP AUNZ Shareholders may be charged GST on costs (such as advisor fees relating to their participation in the Scheme) that relate to the Scheme. WPP AUNZ Shareholders may be entitled to input tax credits or reduced input tax credits for such costs, but should seek independent advice in relation to their particular circumstances.

## 9 ADDITIONAL INFORMATION

### 9.1 Interests of WPP AUNZ Directors in WPP AUNZ Shares, Options and Performance Rights

As at the date of this Scheme Booklet, the WPP AUNZ Directors have the following Relevant Interests in WPP AUNZ Shares, Options and Performance Rights:

WPP AUNZ Director	Number of WPP AUNZ Shares	Number of Options	Number of Performance Rights
Robert Mactier	1,000,000 (indirectly held by Lanacom Pty Ltd as trustee for MacFam Trust)	Nil	Nil
Graham Cubbin	250,000 (directly held)	Nil	Nil
Kim Anderson	150,000 (indirectly held by the Kim Anderson Super Fund)	Nil	Nil
Jens Monsees	1,523,191 (directly held) 2,503,217 (indirectly held, in the form of rights and options pursuant to the SOP and LTIP)	922,131 (granted under the LTIP)	923,191 (granted under the SOP) 657,895 (granted under the LTIP)
Diane Holland	Nil	Nil	Nil
Ranjana Singh	Nil	Nil	Nil
Geoff Wild	Nil	Nil	Nil

WPP AUNZ Directors who hold WPP AUNZ Shares at the relevant dates (being the date for determination of voting entitlements and the FY20 Total Dividend Record Date, Special Dividend Record Date and Scheme Record Date) will be entitled to vote at the Scheme Meeting and receive the Scheme Consideration and Permitted Dividends along with all other WPP AUNZ Shareholders (other than the Excluded Shareholders who are not eligible to receive the Scheme Consideration, but will receive the Permitted Dividends).

Jens Monsees is Chief Executive Officer and Managing Director of WPP AUNZ, which is a partially-owned subsidiary of WPP plc and which will become a wholly-owned subsidiary if the Scheme becomes Effective. Accordingly, Jens Monsees does not consider it appropriate for him to vote, and will abstain from voting, in relation to the Scheme.

The other WPP AUNZ Directors who hold WPP AUNZ Shares at the relevant dates, being the members of WPP AUNZ IBC, intend to vote, or procure the voting of, any WPP AUNZ Shares held or controlled by them at the time of the Scheme Meeting in favour of the Scheme in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders.

Robert Mactier is a consultant to the investment banking division of UBS AG, Australia Branch, which has provided financial advice to WPP AUNZ in connection with the Scheme and will be paid fees as disclosed in section 9.5. Robert Mactier was not involved in the decision to appoint UBS AG, Australia Branch, as financial adviser, does not receive any financial or other benefit from UBS by virtue of its mandate or his role with UBS and was not involved in the negotiation of the advisory mandate terms.

No WPP AUNZ Director acquired or disposed of a Relevant Interest in any WPP AUNZ Shares during the four months before the date of this Scheme Booklet.

### 9.2 WPP AUNZ equity incentive arrangements

#### (a) Overview of arrangements

WPP AUNZ offers equity incentives to employees under two frameworks, governed by separate plan rules:

- the Share Ownership Plan (SOP) governed by the Share Ownership Plan Rules (SOP Rules), which was introduced in March 2018; and
- the Long Term Incentive Plan (LTIP) governed by the Long Term Incentive Plan Rules (LTIP Rules), which was introduced in (or around) May 2017.

Under each of these framework plans and on a yearly basis, the People & Culture Committee of the WPP AUNZ Board, approves annual incentive plans which reflect the strategic objectives of WPP AUNZ and provide a mechanism to incentivise, reward and retain employees.

#### (1) SOP

Prior to WPP AUNZ's 2020 reporting period, under the SOP, the various incentives offered included:

- Leaders Plan:** a retention-based grant of rights with a three-year vesting period aimed at retaining the best senior leader talent who were not eligible to participate in the LTIP.

- **Executive Share Plan:** a retention-based grant of rights to encourage executives to hold shares in WPP AUNZ, with a matching grant of rights if the executive purchased a specified number of shares, with a three-year vesting period offered to executives who did not participate in the Leaders Plan.
- **All Employee Share plan:** a broad grant of rights offered to all permanent employees who were ineligible to participate in the Leaders Plan or Executive Share Plan, with a two-year vesting period, aimed at engaging employees and creating a sense of ownership.
- **Short Term Incentive Plan:** a performance based short term incentive awarded in 50% cash and in a 50% grant of rights with a deferred one- to two-year (depending on the year) vesting period, aimed at rewarding senior employees who contributed on an individual, brand and group basis, based on financial and non-financial strategic performance hurdles and conditions.

In 2020, the WPP AUNZ Board determined the primary plan offered under the SOP would be the Short Term Incentive Plan, awarded 50% in cash and 50% in deferred rights with a two-year vesting period, based on relevant financial and non-financial strategic performance hurdles and conditions.

In addition to the above, over the course of the 2019 and 2020 reporting periods, the WPP AUNZ Board approved the retention, reward and sign-on grants of rights, where required, to recruit talent and reward and retain employees in unique WPP AUNZ Board approved circumstances.

Under the SOP Rules, upon achievement of service and/or performance conditions, the WPP AUNZ Board may satisfy the vested Performance Rights through either an allocation of WPP AUNZ Shares on a one-for-one basis or by paying the cash equivalent value of those shares.

## (2) LTIP

The LTIP aims to remunerate executives for improving the financial performance of WPP AUNZ, increasing shareholder value and achieving a mix of long-term financial and strategic targets that are aligned to the delivery of WPP AUNZ's strategy.

Prior to the 2020 financial year and with the exception of 2017, during which the Leader Plan was offered under the LTIP Rules, the LTIP was designed as a four-year performance and retention based grant of rights measured over a two year performance period coupled with an ongoing two year service period. In 2020, the WPP AUNZ Board undertook a comprehensive review of the LTIP and instituted a new plan effective from 1 January 2020. The WPP AUNZ Board determined that a grant of both options and rights was an appropriate mechanism for WPP AUNZ to adopt during a period of significant transformation, with vesting of both rights and options dependent upon the achievement of relevant financial and strategic measures over a three year period.

Under the 2020 LTIP:

- 75% of the LTIP was allocated in Options, based on a 20% premium to the share price calculated over the 90-day VWAP up to the end of the 2019 financial year, with the right to exercise being dependent on share price. If, at the testing date, the 90-day VWAP exceeded a share price of \$1.00, participants would have the opportunity to participate in an additional grant of Options, equal in quantum to their original grant of Options and exercise price, on the basis that they remained continuously employed by WPP AUNZ over another two years.
- 25% of the LTIP was allocated in Performance Rights for the achievement of strategic objectives, which recognised important projects that WPP AUNZ was undertaking to transform the business and promote future growth and which should not be sacrificed for short term return.

The WPP AUNZ Board may satisfy the vested Performance Rights (and exercised Options, as applicable) through either an allocation of WPP AUNZ Shares on a one-for-one basis or by paying the cash equivalent value of those shares (in the case of Options, net of the applicable Option exercise price).

As at the date of this Scheme Booklet, WPP AUNZ has on issue 4,560,108 Options and 6,372,164<sup>34</sup> Performance Rights.

## (b) Implications of the Scheme for participants in the incentive arrangements

### (1) Treatment of unvested Performance Rights under the SOP

As at the date of this Scheme Booklet, there are 4,288,724 Performance Rights under the SOP for which the remaining vesting condition, being only service, will not be satisfied before the Implementation Date.

The WPP AUNZ Board has resolved that it intends to exercise its discretions such that, subject to the Scheme becoming Effective, these Performance Rights will remain in place following the Implementation Date and remain subject to their existing vesting periods. On vesting, each participant will receive a cash amount per vested Performance Right of \$0.70, less applicable superannuation and withholdings.

### (2) Treatment of unvested Options and Performance Rights under LTIP

There are 4,560,108 Options and 2,016,573 Performance Rights under the LTIP for which the vesting conditions will not be satisfied before the Implementation Date. All outstanding Options and Performance Rights under the LTIP were granted on 21 September 2020, apply to a performance period from 1 January 2020 to 31 December 2022 and vest on the date of announcement of the full year results for the year ended 31 December 2022.

The WPP AUNZ Board has resolved that it intends to exercise its discretions such that, subject to the Scheme becoming Effective, the vesting of these Options and/or Performance Rights will be accelerated so that they vest on the Implementation Date on a pro rata basis (according to the proportion of the vesting period from 1 January 2020 satisfied as at the Implementation Date) and on the basis that any applicable performance conditions are deemed to be satisfied at that time. Any remaining unvested Options and/or Performance Rights will lapse. On vesting, each participant will receive a cash amount per vested Option and/or Performance Right of \$0.70, less applicable superannuation and withholdings (and, in the case of vested Options, less the applicable Option exercise price).

<sup>34</sup> Of the 6,372,164 Performance Rights, 66,867 Performance Rights will be cash settled after the date of this Scheme Booklet but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue.

**(3) Treatment of unvested Options and Performance Rights held by Jens Monsees**

As at the date of this Scheme Booklet, Jens Monsees holds Options and Performance Rights as set out in section 9.1 of this Scheme Booklet.

Jens Monsees' Options and Performance Rights will be treated in the same manner as the entitlements of other participants in the SOP and LTIP, respectively, as described above.

As such, subject to the Scheme becoming Effective:

- if Jens Monsees' SOP entitlements vest, he will receive cash payments of up to \$646,233.70 if those entitlements vest in full on the applicable vesting date; and
- Jens Monsees will receive on the Implementation Date a cash payment of \$250,018.41<sup>35</sup> in respect of his LTIP entitlements.

**(4) Treatment of unvested Options and Performance Rights held by WPP AUNZ Directors and other WPP AUNZ employees**

Other than Jens Monsees, no other WPP AUNZ Director holds unvested Options or Performance Rights. There are no other similar incentive arrangements in relation to any WPP AUNZ Director.

Approximately 159 WPP AUNZ employees or ex-employees hold the balance of the unvested Options and Performance Rights, and, subject to the Scheme becoming Effective, those Options and Performance Rights will vest as described in sections 9.2(b)(1) and 9.2(b)(2) above.

**9.3 Other benefits and agreements****(a) Interests of WPP AUNZ Directors in WPP plc securities**

No WPP AUNZ Independent Director has a Relevant Interest in any securities in WPP plc.

The following are nominee directors of WPP plc on the WPP AUNZ Board: Diane Holland, Ranjana Singh and Geoff Wild AM. As at the date of this Scheme Booklet:

- Diane Holland holds 9,465 American Depository Stock (owned), 6,644 American Depository Stock (deferred), 62,674 American Depository Stock (unvested) in NYSE:WPP;
- Ranjana Singh holds 1,607 American Depository Stock (owned) and 8,020 American Depository Stock (unvested) in NYSE:WPP; and
- Geoff Wild AM holds 85,000 fully paid ordinary shares in WPP plc (LON:WPP).

No WPP AUNZ Director has acquired or disposed of a Relevant Interest in any securities in WPP plc during the four months before the date of this Scheme Booklet.

**(b) Benefits in connection with retirement from office**

There is no payment or other benefit that is proposed to be made or given to any director, secretary or executive officer of WPP AUNZ (or any of its Related Bodies Corporate) as compensation for the loss of, or consideration for or in connection with his or her retirement from, office in WPP AUNZ (or any of its Related Bodies Corporate) in connection with the Scheme.

**(c) Benefits from WPP AUNZ connected with or conditional on the Scheme**

Certain eligible employees of WPP AUNZ will be entitled to receive a retention and integration bonus in the form of a cash payment if the Scheme becomes Effective and they remain employed by WPP AUNZ 12 months after the Implementation Date (although eligible employees may still be entitled to receive the bonus in certain other prescribed circumstances).

If the Scheme does not proceed, the retention and integration bonus will be forfeited.

The aggregate amount of the retention and integration bonus payable by WPP AUNZ is \$1,148,500.

No WPP AUNZ Director is entitled to receive a retention and integration bonus.

**(d) Benefits from WPP plc connected with or conditional on the Scheme**

No WPP AUNZ Director has agreed to receive, or is entitled to receive, any benefit from WPP plc, or any of its Related Bodies Corporate, which is conditional on, or is related to, the Scheme, other than as disclosed in section 9.2.

**(e) Agreements connected with or conditional on the Scheme**

Other than as disclosed in section 9.2, there are no agreements or arrangements made between any WPP AUNZ Director and any other person in connection with, or conditional on, the outcome of the Scheme.

**9.4 Scheme Implementation Deed****(a) Introduction**

On Friday, 25 December 2020, WPP AUNZ, Cavendish and WPP plc entered into the Scheme Implementation Deed, which governs the conduct of the Scheme.

A summary of the key terms of the Scheme Implementation Deed is set out below. A full copy of the Scheme Implementation Deed was released to ASX on Tuesday, 29 December 2020 and can be obtained from [www.asx.com.au](http://www.asx.com.au).

<sup>35</sup> This calculation is based on 46% of the relevant Performance Period having elapsed, based on an Implementation Date of 18 May 2021.

**(b) WPP AUNZ IBC's recommendation (Clauses 5.7(a) and (b))**

The Scheme Implementation Deed requires WPP AUNZ to procure that the WPP AUNZ IBC unanimously recommends that WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme at the Scheme Meeting in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of WPP AUNZ Shareholders.

The Scheme Implementation Deed also requires WPP AUNZ to procure that the WPP AUNZ IBC collectively, and the WPP AUNZ IBC members individually, do not adversely change, withdraw, adversely modify or adversely qualify its or their recommendation to vote in favour of the Scheme unless:

- the Independent Expert provides a report to WPP AUNZ (including either the Independent Expert's Report or any update of, or any revision, amendment or supplement to, that report) that concludes that the Scheme is not in the best interests of WPP AUNZ Shareholders;
- WPP AUNZ has received a Superior Proposal; or
- the WPP AUNZ IBC has determined, after receiving written legal advice from senior counsel, that the WPP AUNZ IBC, by virtue of the directors' duties of the WPP AUNZ IBC Members, is required to change, withdraw or modify its recommendation.

**(c) Conduct of business (Clause 5.4)**

The Scheme Implementation Deed requires that WPP AUNZ conduct its businesses and operations, and must cause each other WPP AUNZ Group Member to conduct its respective business and operations, in the ordinary and usual course generally consistent with the manner in which each such business and operations were conducted immediately prior to the date of the Scheme Implementation Deed.

In addition, WPP AUNZ must also:

- not enter into new lines of business or other activities;
- make all reasonable efforts, and procure that each other WPP AUNZ Group Member makes all reasonable efforts, to:
  - preserve and maintain the value of the businesses and assets of the WPP AUNZ Group;
  - keep available the services of the directors, officers and employees of each member of the WPP AUNZ Group;
  - maintain and preserve their relationships with Government Agencies, customers, suppliers and others having business dealings with any WPP AUNZ Group Member (including using all reasonable endeavours to obtain, as expeditiously as reasonably possible, consents from third parties to any change of control provisions in material contracts or arrangements to which a member of the WPP AUNZ Group is a party and which would be triggered as a result of the Transaction or the subsequent delisting of WPP AUNZ from the ASX, provided that in doing so WPP AUNZ acts reasonably and, if applicable, in accordance with WPP plc's reasonable requests);
  - comply in all material respects with all material contracts to which any WPP AUNZ Group Member is a party, and with laws, authorisations and licences applicable to each member of the WPP AUNZ Group; and
  - ensure that WPP AUNZ complies with the document titled "WPP AUNZ Delegation of Authority" last updated and approved by the WPP AUNZ Board on 13 December 2019 (**WPP AUNZ Delegation of Authority**), and ensure that any decision requiring WPP AUNZ Board approval, as set out in the WPP AUNZ Delegation of Authority, is only made with the concurrence of all of the directors nominated by WPP plc (and on the basis that WPP plc will be provided with copies of the WPP AUNZ Board papers relating to the relevant decision in the same timeframes as directors);
- except as permitted under the Scheme Implementation Deed, not issue any WPP AUNZ Shares, or issue or grant or create any right to call for the issue or grant of, any shares, options, warrants, performance rights or other securities or instruments in WPP AUNZ;
- not make any tax election or settle or compromise any tax liability or tax, or amend any tax return, unless that election, settlement, compromise or amended tax return is required by law, is supported by an opinion from WPP AUNZ's tax adviser, or is in the ordinary course of business and is consistent with past practices, or will not result in any increased tax liability for the WPP AUNZ group; and
- not declare, pay or make any dividend or other distribution other than the Permitted Dividends.

However, WPP AUNZ will be able to take any actions:

- which are required or expressly permitted by the Scheme Implementation Deed or the Scheme, including to give effect to a Superior Proposal;
- which have been agreed to in writing by WPP plc (which agreement must not be unreasonably withheld or delayed);
- which are required by any applicable law regulation, contract (provided the contract was entered into prior to the date of the Scheme Implementation Deed) or by a Government Agency (except where that requirement arises as a result of an action by a WPP AUNZ Group Member);
- which have been approved by the WPP AUNZ Board prior to the date of the Scheme Implementation Deed;
- which were fairly disclosed to WPP plc within 12 months prior to execution of the Scheme Implementation Deed as being an action that the WPP AUNZ Group may carry out between (and including) the date of the Scheme Implementation Deed and the Implementation Date;
- that WPP AUNZ fairly disclosed in an announcement made by WPP AUNZ to ASX, or a publicly available document lodged by it with ASIC, within 3 years prior to the date of the Scheme Implementation Deed, or which would be disclosed in a search of ASIC records or ASX announcements in relation to WPP AUNZ or a subsidiary of WPP AUNZ (as relevant), within 3 years prior to the date of the Scheme Implementation Deed.

**(d) Representations and warranties (Clause 6)**

The Scheme Implementation Deed contains customary representations and warranties given by each of WPP AUNZ and WPP plc to each other.

These representations and warranties are set out in Schedule 3 (in the case of WPP plc and Cavendish) and Schedule 4 (in the case of WPP AUNZ) of the Scheme Implementation Deed.

**(e) Termination (Clause 10)**

Each of WPP AUNZ and WPP plc may terminate the Scheme Implementation Deed:

- at any time before 8:00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do anything necessary to permit the Transaction to be implemented by 31 July 2021, or such other date as agreed in writing by the parties, and the action or refusal has become final and cannot be appealed or reviewed;
- for failure of a condition precedent to the Scheme (as outlined in section 4.5);
- if the Scheme is not Effective by 31 July 2021; or
- if agreed to in writing by WPP AUNZ and WPP plc.

WPP AUNZ may terminate the Scheme Implementation Deed:

- other than in respect of a breach of a representation and warranty provided by WPP plc, at any time before 8:00am on the Second Court Date if :
  - WPP plc or Cavendish has materially breached the Scheme Implementation Deed;
  - WPP AUNZ has given written notice to WPP plc setting out the relevant circumstances and stating an intention to terminate the Scheme Implementation Deed; and
  - WPP plc or Cavendish (as applicable) has failed to remedy the breach within five Business Days (or any shorter period ending at 5:00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
- in respect of a breach of a representation and warranty provided by WPP plc, at any time before 8:00am on the Second Court Date if:
  - WPP AUNZ has given written notice to WPP plc setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
  - the relevant breach continues to exist five Business Days (or any shorter period ending at 5:00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 10.2(b)(1); and
  - the relevant breach is material in the context of the Scheme taken as a whole.

WPP plc may terminate the Scheme Implementation Deed:

- other than in respect of a breach of a representation and warranty provided by WPP AUNZ, at any time before 8:00am on the Second Court Date if :
  - WPP AUNZ has materially breached the Scheme Implementation Deed;
  - WPP plc has given written notice to WPP AUNZ setting out the relevant circumstances and stating an intention to terminate the Scheme Implementation Deed; and
  - WPP AUNZ has failed to remedy the breach within five Business Days (or any shorter period ending at 5:00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
- in respect of a breach of a representation and warranty provided by WPP AUNZ, at any time prior to 8:00am on the Second Court Date if:
  - WPP plc has given written notice to WPP AUNZ setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
  - the relevant breach continues to exist five Business Days (or any shorter period ending at 5:00pm on the Business Day before the Second Court Date) after the date on which the notice is given above; and
  - the relevant breach is material in the context of the Scheme taken as a whole.

## 9.5 WPP AUNZ consents, disclosures and fees

**(a) Consents**

This Scheme Booklet contains statements made or information provided by, or statements said to be based on statements made or information provided by:

- WPP plc in respect of the WPP plc Information only; and
- PricewaterhouseCoopers Securities Limited as the Independent Expert.

Each of those persons named above has consented to the inclusion of each statement it has made in the form and context in which the statements appear and has not withdrawn that consent at the date of this Scheme Booklet.

The following parties have given and have not, before the time of registration of this Scheme Booklet with ASIC, withdrawn their consent to be named in this Scheme Booklet in the form and context in which they are named:

- Cavendish as an indirect wholly-owned subsidiary of WPP plc;
- UBS AG, Australia Branch as financial adviser to WPP AUNZ;
- Herbert Smith Freehills as legal adviser to WPP AUNZ; and
- Computershare Investor Services Pty Limited as the WPP AUNZ Share Registry.

**(b) Disclosures and responsibility**

Each person named in section 9.5(a):

- has not authorised or caused the issue of this Scheme Booklet;
- does not make, or purport to make, any statement in this Scheme Booklet or any statement on which a statement in this Scheme Booklet is based, other than:
  - WPP plc in respect of the WPP plc Information only; and
  - PricewaterhouseCoopers Securities Limited in relation to its Independent Expert's Report; and
- to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for, any part of this Scheme Booklet other than a reference to its name and the statement (if any) included in this Scheme Booklet with the consent of that party as specified in this section 9.5(b).

**(c) Fees**

The fees set out in this section 9.5(c) only relate to fees paid or payable by WPP AUNZ in connection with the Transaction and the preparation of this Scheme Booklet.

In aggregate, if the Scheme is implemented, WPP AUNZ expects to pay approximately \$5,233,000 (excluding GST) in transaction costs. This includes advisory fees (including for WPP AUNZ's financial and legal advisers), the Independent Expert's fees, registry, printing and mailing costs and expenses associated with convening and holding the Scheme Meeting. Of this, approximately \$2,728,000 (excluding GST) in transaction costs will be incurred regardless of whether the Scheme is implemented.

**9.6 Regulatory relief****(a) ASIC Relief**

Paragraph 8302(h) of Part 3 of Schedule 8 of the Corporations Regulations requires an explanatory statement to set out whether, within the knowledge of the WPP AUNZ Directors, the financial position of WPP AUNZ has materially changed since the date of the last balance sheet laid before WPP AUNZ Shareholders in accordance with sections 314 or 317 of the Corporations Act, being 31 December 2020.

ASIC has granted WPP AUNZ relief from this requirement so that this Scheme Booklet only need set out whether, within the knowledge of the WPP AUNZ Directors, the financial position of WPP AUNZ has materially changed since 31 December 2020 (being the last date of the period to which the financial statements for the year ended 31 December 2020 relate).

Paragraph 8302(d) of Part 3 of Schedule 8 of the Corporations Regulations requires this Scheme Booklet to set out particulars of any payment or benefit proposed to be made or given to any director, secretary or executive officer of WPP AUNZ or a Related Body Corporate (each a **Relevant Person**) as compensation for loss of office in WPP AUNZ or a Related Body Corporate, or as consideration for or in connection with his or her retirement from office in WPP AUNZ or a Related Body Corporate.

ASIC has granted WPP AUNZ relief from this requirement in the following respects:

- this Scheme Booklet is not required to disclose particulars of any payments or benefits proposed to be made or given to a Relevant Person unless the person is to lose office or retire from office as a consequence of, or in connection with, the Scheme;
- this Scheme Booklet is not required to state the identity of the Relevant Person who will lose office or retire from office as a consequence of, or in connection with, the Scheme; and
- this Scheme Booklet is not required to state particulars of any payments or benefits to any persons, other than directors of WPP AUNZ that would otherwise require disclosure under paragraph 8302(d), provided that the payments or benefits are disclosed on an aggregated basis.

**(b) FIRB**

Written notice has been received under the FATA, by or on behalf of the Treasurer of the Commonwealth of Australia, advising that the Commonwealth Government has no objections to the Transaction either unconditionally or on terms that are acceptable to WPP plc acting reasonably.

**(c) OIO**

WPP plc and Cavendish have applied to the New Zealand Overseas Investment Office for consent under the New Zealand Overseas Investment Act 2005 (**OIA**) to the implementation of the transactions contemplated by the Scheme Implementation Deed.

**9.7 No unacceptable circumstances**

The WPP AUNZ IBC believe that the Scheme does not involve any circumstances in relation to the affairs of WPP AUNZ that could reasonably be characterised as constituting 'unacceptable circumstances' for the purposes of section 657A of the Corporations Act.

**9.8 No other material information**

Except as disclosed elsewhere in this Scheme Booklet, so far as the WPP AUNZ Board is aware, there is no other information that is:

- material to the making of a decision by a WPP AUNZ Shareholder whether or not to vote in favour of the Scheme; and
- known to any WPP AUNZ Director at the date of lodging this Scheme Booklet with ASIC for registration,

which has not previously been disclosed to WPP AUNZ Shareholders.

## 9.9 Supplementary disclosure

WPP AUNZ will issue a supplementary document to this Scheme Booklet if it becomes aware of any of the following between the date of this Scheme Booklet and the Second Court Date:

- a material statement in this Scheme Booklet is false or misleading in a material respect;
- a material omission from this Scheme Booklet;
- a significant change affecting a matter included in this Scheme Booklet; or
- a significant new matter has arisen and it would have been required to be included in this Scheme Booklet if it had arisen before the date of this Scheme Booklet.

Depending on the nature and timing of the changed circumstances, and subject to obtaining any relevant approvals, WPP AUNZ may circulate and publish any supplementary document by:

- making an announcement to the ASX;
- placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia;
- posting the supplementary document to WPP AUNZ Shareholders at their address shown on the WPP AUNZ Share Register; and/or
- posting a statement on WPP AUNZ's website at [www.wppaunz.com](http://www.wppaunz.com),

as WPP AUNZ, in its absolute discretion, considers appropriate.

For personal use only

# 10 GLOSSARY

## 10.1 Definitions

In this Scheme Booklet, unless the context otherwise appears, the following terms have the meanings shown below:

Term	Meaning
AASB	the Australian Accounting Standards Board.
AASB 16	AASB 16 Leases.
ASIC	the Australian Securities and Investments Commission.
Associate	has the meaning set out in section 12 of the Corporations Act.
ASX	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
ATO	the Australian Taxation Office.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.
Cavendish	Cavendish Square Holding B.V. of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands, being an indirect wholly-owned subsidiary of WPP plc.
Class Ruling	has the meaning given in section 8.2 of this Scheme Booklet.
Competing Proposal	<p>any proposal, agreement, arrangement or transaction, which, if entered into or completed, would mean a Third Party (either alone or together with any associate) may:</p> <ol style="list-style-type: none"> <li>1 directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the WPP AUNZ Shares;</li> <li>2 acquire Control of WPP AUNZ;</li> <li>3 directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire, a legal, beneficial or economic interest in, or control of, all or a material part of WPP AUNZ's business or assets or the business or assets of the WPP AUNZ Group;</li> <li>4 otherwise directly or indirectly acquire or merge, or be involved in an amalgamation or reconstruction (as those terms are used in s413(1) of the Corporations Act), with WPP AUNZ; or</li> <li>5 require WPP AUNZ to abandon, or otherwise fail to proceed with, the Transaction, <p>whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement.</p> <p>For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.</p> </li></ol>
Conditions Precedent	each of the conditions set out in clause 3.1 of the Scheme Implementation Deed.
Control	has the meaning given in section 50AA of the Corporations Act.
Corporations Act	the <i>Corporations Act 2001</i> (Cth), as modified or varied by ASIC.

<b>Term</b>	<b>Meaning</b>
<b>Corporations Regulations</b>	the <i>Corporations Regulations 2001</i> (Cth).
<b>Court</b>	the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by WPP plc and WPP AUNZ.
<b>Deed Poll</b>	a deed poll substantially in the form of Annexure 3 under which WPP plc and Cavendish each covenants in favour of the Scheme Shareholders to perform the obligations attributed to WPP plc and Cavendish under the Scheme.
<b>EBIT</b>	earnings before interest and tax.
<b>EBITDA</b>	earnings before interest, tax, depreciation and amortisation.
<b>Effective</b>	when used in relation to the Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to the Scheme.
<b>Effective Date</b>	the date on which the Scheme becomes Effective, currently expected to be on or about Monday, 26 April 2021.
<b>Excluded Shareholder</b>	any WPP AUNZ Shareholder who is a member of the WPP plc Group or any WPP AUNZ Shareholder who holds any WPP AUNZ Shares on behalf of, or for the benefit of, any member of the WPP plc Group and does not hold WPP AUNZ Shares on behalf of, or for the benefit of, any other person.
<b>FATA</b>	<i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
<b>Financial Adviser</b>	any financial adviser retained by a party in relation to the Transaction from time to time.
<b>FIRB</b>	the Foreign Investment Review Board.
<b>First Court Date</b>	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard, or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
<b>FY</b>	financial year.
<b>FY20 Total Dividend</b>	a fully franked total dividend of \$0.044 per WPP AUNZ Share held by a WPP AUNZ Shareholder on the FY20 Total Dividend Record Date, comprised of an ordinary dividend of \$0.029 per WPP AUNZ Share and a special dividend of \$0.015 per WPP AUNZ Share relating to the proceeds from the sale of the Kantar Australian and New Zealand businesses.
<b>FY20 Total Dividend Payment Date</b>	the date of payment of the FY20 Total Dividend, being Wednesday, 7 April 2021.
<b>FY20 Total Dividend Record Date</b>	the record date for the FY20 Total Dividend, currently expected to be 7:00pm (Sydney time) on Wednesday, 31 March 2021.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.

<b>Term</b>	<b>Meaning</b>
<b>GST</b>	goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.
<b>GST Act</b>	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>GST Law</b>	has the same meaning as in the GST Act.
<b>IFRS</b>	International Financial Reporting Standards.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as WPP AUNZ, WPP plc and Cavendish agree in writing, currently expected to be Tuesday, 18 May 2021.
<b>Independent Expert</b>	PricewaterhouseCoopers Securities Limited ABN 54 003 311 617, holder of Australian Financial Services Licence No, 244572, the independent expert in respect of the Scheme appointed by WPP AUNZ.
<b>Independent Expert's Report</b>	the report issued by the Independent Expert in connection with the Scheme, as set out in Annexure 1.
<b>Insolvency Event</b>	in relation to an entity: <ol style="list-style-type: none"> <li>1 the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity (other than where the order is set aside within 14 days);</li> <li>2 a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;</li> <li>3 the entity executing a deed of company arrangement;</li> <li>4 the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of the Scheme Implementation Deed;</li> <li>5 the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation); or</li> <li>6 the entity being deregistered as a company or otherwise dissolved.</li> </ol>
<b>Listing Rules</b>	the official listing rules of the ASX.
<b>LTIP</b>	has the meaning given in section 9.2(a) of this Scheme Booklet.
<b>LTIP Rules</b>	has the meaning given in section 9.2(a) of this Scheme Booklet.
<b>OIA</b>	the <i>New Zealand Overseas Investment Act 2005</i> .
<b>OIO</b>	the New Zealand Overseas Investment Office.
<b>Options</b>	an option issued under an employee incentive plan which confers on the holder an option to acquire a WPP AUNZ Share, as set out in sections 5.5 and 9.2.
<b>Performance Right</b>	a right issued under an employee incentive plan which confers on the holder a right to acquire a WPP AUNZ Share, as set out in sections 5.5 and 9.2.
<b>Performance Rights Memo</b>	has the meaning given in the Scheme Implementation Deed.
<b>Permitted Dividend</b>	the FY20 Total Dividend and (if any) the Special Dividend.

<b>Term</b>	<b>Meaning</b>
<b>Related Bodies Corporate</b>	has the meaning set out in section 50 of the Corporations Act.
<b>Relevant Interest</b>	has the meaning given in sections 608 and 609 of the Corporations Act.
<b>Relevant Person</b>	has the meaning set out in section 9.6(a) of this Scheme Booklet.
<b>Requisite Majorities</b>	<p>in relation to the Scheme Resolution, a resolution passed by:</p> <ol style="list-style-type: none"> <li>1 unless the Court orders otherwise, a majority in number (more than 50%) of WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative); and</li> <li>2 at least 75% of the total number of votes cast on the Scheme Resolution at the Scheme Meeting by WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative).</li> </ol>
<b>Scheme</b>	the scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders, the form of which is attached as Annexure 2, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP plc and WPP AUNZ.
<b>Scheme Booklet</b>	this document being the explanatory statement in respect of the Scheme, which has been prepared by WPP AUNZ in accordance with section 412 of the Corporations Act.
<b>Scheme Consideration</b>	<p>the consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to WPP plc of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends.</p> <p>The Scheme Consideration is expected to be \$0.50 per WPP AUNZ Share, assuming Permitted Dividends totalling \$0.20 per WPP AUNZ Share are paid, and would be \$0.656 per WPP AUNZ Share if only the FY20 Total Dividend is paid.</p>
<b>Scheme Implementation Deed</b>	the Scheme Implementation Deed dated Friday, 25 December 2020 between WPP AUNZ and WPP plc, a copy of which was provided to the ASX on Friday, 25 December 2020 and released to the market by ASX on Tuesday, 29 December 2020, as amended and restated on Wednesday, 10 March 2021.
<b>Scheme Meeting</b>	the meeting of WPP AUNZ Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	<p>the later of:</p> <ol style="list-style-type: none"> <li>1 7:00pm on the seventh Business Day after the Effective Date; and</li> <li>2 if a Special Dividend is declared, 7:00pm on the day 2 Business Days after payment of the Special Dividend,</li> </ol> <p>or such other time and date as WPP AUNZ, WPP plc and Cavendish agree in writing. The Scheme Record Date is currently expected to be Tuesday, 11 May 2021.</p>
<b>Scheme Resolution</b>	the resolution agreeing to the terms of the Scheme, as set out in the Notice of Scheme Meeting in Annexure 4.
<b>Scheme Shareholder</b>	a holder of WPP AUNZ Shares recorded in the WPP AUNZ Share Register as at the Scheme Record Date (other than an Excluded Shareholder).
<b>Scheme Shares</b>	all WPP AUNZ Shares held by the Scheme Shareholders as at the Scheme Record Date.

<b>Term</b>	<b>Meaning</b>
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard, currently expected to be Friday, 23 April 2021, or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
<b>Second Court Hearing</b>	the hearing of the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.
<b>SOP</b>	has the meaning given in section 9.2(a) of this Scheme Booklet.
<b>SOP Rules</b>	has the meaning given in section 9.2(a) of this Scheme Booklet.
<b>Special Dividend</b>	a fully franked special dividend of up to \$0.156 per WPP AUNZ Share held by a WPP AUNZ Shareholder as at the Special Dividend Record Date, which WPP AUNZ may in its discretion determine to declare and pay.
<b>Special Dividend Payment Date</b>	the date of payment of the Special Dividend (if any), as determined by the WPP AUNZ Directors in their sole discretion, currently expected to be Friday, 7 May 2021.
<b>Special Dividend Record Date</b>	the record date for the Special Dividend (if any), as determined by the WPP AUNZ Directors in their sole discretion, currently expected to be 7:00pm (Sydney time) on Friday, 30 April 2021.
<b>Superior Proposal</b>	a bona fide Competing Proposal that the WPP AUNZ IBC, acting in good faith and after receiving written legal advice from its external legal adviser and written financial advice from its Financial Adviser, determines will or is reasonably likely to provide a superior outcome for the WPP AUNZ or WPP AUNZ Shareholders than the Transaction taking into account all terms and conditions and other aspects of the Competing Proposal (including any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the Competing Proposal being completed).
<b>Third Party</b>	a person other than WPP plc, its Group Members and its other associates (who are not WPP AUNZ Group Members).
<b>Total Cash Payment</b>	the: <ol style="list-style-type: none"> <li>1 cash amount of the Scheme Consideration per Scheme Share;</li> <li>2 cash amount of the FY20 Total Dividend per WPP AUNZ Share held on the FY20 Total Dividend Record Date; and</li> <li>3 cash amount of the Special Dividend per WPP AUNZ Share held on the Special Dividend Record Date, if any.</li> </ol>
<b>Transaction</b>	the acquisition of the Scheme Shares by WPP plc through implementation of the Scheme in accordance with the terms of the Scheme Implementation Deed.
<b>Treasurer</b>	the Treasurer of the Commonwealth of Australia.
<b>VWAP</b>	volume weighted average price.
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370.
<b>WPP AUNZ Board</b>	the board of directors of WPP AUNZ.
<b>WPP AUNZ Director</b>	a member of the WPP AUNZ Board.

<b>Term</b>	<b>Meaning</b>
<b>WPP AUNZ Group</b>	WPP AUNZ and each of its subsidiaries, and a reference to a <b>WPP AUNZ Group Member</b> or a <b>member of the WPP AUNZ Group</b> is to WPP AUNZ or any of its subsidiaries.
<b>WPP AUNZ IBC</b>	the Independent Board Committee of the WPP AUNZ Board established to consider the Transaction, comprising Robert Mactier, Graham Cubbin and Kim Anderson.
<b>WPP AUNZ Information</b>	the information contained in this Scheme Booklet, other than: <ol style="list-style-type: none"> <li>1 the WPP plc Information; and</li> <li>2 the Independent Expert's Report.</li> </ol>
<b>WPP AUNZ Share</b>	a fully paid ordinary share in the capital of WPP AUNZ.
<b>WPP AUNZ Share Register</b>	the register of members of WPP AUNZ maintained in accordance with the Corporations Act.
<b>WPP AUNZ Share Registry</b>	Computershare Investor Services Pty Limited of GPO Box 2975, Melbourne VIC 3001.
<b>WPP AUNZ Shareholder</b>	each person who is registered as the holder of a WPP AUNZ Share in the WPP AUNZ Share Register.
<b>WPP plc</b>	WPP plc of 13 Castle Street, St Helier, Jersey JE1 1ES, UK (and where appropriate, references to WPP plc may include Cavendish).
<b>WPP plc Board</b>	the board of directors of WPP plc.
<b>WPP plc Director</b>	a member of the WPP plc Board.
<b>WPP plc Group</b>	WPP plc and each of its Related Bodies Corporate, and a reference to a <b>WPP plc Group Member</b> or a <b>member of the WPP plc Group</b> is to WPP plc or any of its Related Bodies Corporate.
<b>WPP plc Information</b>	information regarding the WPP plc Group provided by WPP plc to WPP AUNZ in writing for inclusion in this Scheme Booklet including: <ol style="list-style-type: none"> <li>1 the entire content of section 6; and</li> <li>2 any other information that WPP plc and WPP AUNZ agree is 'WPP plc Information' and that is identified in this Scheme Booklet as such.</li> </ol> <p>For the avoidance of doubt, the WPP plc Information excludes the WPP AUNZ Information and the Independent Expert's Report.</p>

## 10.2 Interpretation

In this Scheme Booklet, unless expressly stated or the context otherwise appears:

- (a) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (b) words importing a gender include any gender;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (e) a reference to a section or annexure is a reference to a section of and an annexure to this Scheme Booklet as relevant;
- (f) a reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances, or by laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) headings and bold type are for convenience only and do not affect the interpretation of this Scheme Booklet;
- (h) a reference to time is a reference to time in Sydney, Australia;
- (i) a reference to writing includes facsimile transmissions; and
- (j) a reference to dollars, \$, cents, ¢ and currency is a reference to the lawful currency of the Commonwealth of Australia.

# ANNEXURE 1

## INDEPENDENT EXPERT'S REPORT

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# Independent Expert's Report

WPP AUNZ Limited  
Prepared for the Independent Board Committee

16 March 2021



[www.pwc.com.au](http://www.pwc.com.au)

16 March 2021  
 Independent Board Committee  
 WPP AUNZ Limited  
 1 Kent Street  
 Millers Point NSW 2000

Dear Independent Board Committee Members

## Re: Independent Expert's Report

### Introduction

1. On 29 December 2020 (Scheme Announcement Date), WPP AUNZ Limited (WPP AUNZ) and WPP plc announced that they had executed a Scheme Implementation Deed (Scheme Deed) on 25 December 2020. Under the Scheme Deed, if approved, WPP plc will acquire all of the outstanding shares in WPP AUNZ that it does not already own via a Scheme of Arrangement (the Scheme) pursuant to Part 5.1 of the Corporations Act 2001 (Corporations Act), (the Transaction).
2. Under the Scheme, WPP AUNZ Shareholders (other than Excluded Shareholders such as WPP plc) who are eligible to partake in the Scheme Implementation Deed (Scheme Shareholders), will receive consideration in the form of \$0.70 cash (the Aggregated Scheme Consideration<sup>1</sup>), minus the aggregate per-share amount of dividends paid prior to the completion date (Permitted Dividends) for each WPP AUNZ share held (the Scheme Consideration). The Permitted Dividends are expected to be up to \$0.20. If WPP AUNZ shareholders acquire shares between the record date of 31 March 2021 for dividends related to the financial year ending 31 December 2020 (in aggregate of \$0.044), they will only receive \$0.0656 of the Aggregated Scheme Consideration including cash proceeds and the special dividend related to the Scheme.
3. If the Scheme is approved and implemented, WPP AUNZ shares held by Scheme Shareholders (Scheme Shares) will be transferred to WPP plc and WPP AUNZ will become a wholly owned subsidiary of WPP plc.
4. In order to assist the Scheme Shareholders of WPP AUNZ to assess the merits of the Scheme, the Independent Board Committee (IBC) has engaged PricewaterhouseCoopers Securities Ltd (PwC Securities or PwC) to prepare an Independent Expert's Report setting out whether, in its opinion, the Scheme is in the best interests of the Scheme Shareholders and to state reasons for that opinion.
5. In preparing our report, we have had regard to the Australian Securities and Investment Commission (ASIC) Regulatory Guide 111 Content of expert reports (RG111). As the Scheme achieves the same outcome as a takeover bid, we have evaluated the Scheme transaction and formed an opinion as to whether the Scheme is "fair and reasonable" to Scheme Shareholders. RG111.20 indicates that "if an expert would conclude that a proposal was "fair and reasonable" if it was in the form of a takeover bid, it will also be able to conclude that the Scheme is in the best interests of members of the company".
6. This letter contains a summary of the opinion and main conclusions of PwC Securities and is extracted from the full independent expert's report, a copy of which (including this summary letter) will accompany the Scheme Booklet.

<sup>1</sup>The Aggregated Scheme Consideration includes ordinary and special dividends related to the 31 December 2020 financial year including \$0.044 which is not contingent on the outcome of the Scheme. This will reduce the scheme consideration at the date of the scheme meeting by this amount. It will also reduce our valuation by the same amount as it reduces surplus cash at the same time. As the transaction has been publicly described by the company in the terms of the Aggregate Scheme Consideration, we consider that it best informs investors to maintain consistency with this description. We note that regardless of the treatment of the ordinary dividend, our conclusions would not change.

## Our Conclusion

### *The Scheme is in the best interests of the Scheme Shareholders*

7. Our assessment of the Scheme has been undertaken in accordance with the principles of ASIC RG111. In the context of a scheme, what is in the best interests of members is judged in all of the circumstances of a scheme. As such, comparing the value of the shares being acquired to the value of the consideration paid is only one element of the assessment.
8. We consider the Scheme to be in the best interests of the Scheme Shareholders if both fair and reasonable, an approach which is considered consistent with RG111. The reasons for our opinion are set out below and should be read in conjunction with our detailed report which sets out our scope and findings.

### *The Consideration offered under the Scheme is fair*

9. We have assessed the Market Value of an WPP AUNZ share (on a controlling and fully diluted basis) as at the date of this report to be in the range presented in the figure below.

#### Comparison of Aggregated Scheme Consideration to Market Value

	Section	Unit	Low	High
Estimated Market Value of a WPP AUNZ share	5.1	\$	0.62	0.80
Aggregated Scheme Consideration per WPP AUNZ share	1.1	\$	0.70	0.70
<b>Premium / (Discount) of Consideration over a WPP AUNZ share</b>		<b>\$</b>	<b>0.08</b>	<b>(0.10)</b>
<b>Premium / (Discount)</b>		<b>(%)</b>	<b>13.2%</b>	<b>(12.2%)</b>

Source: S&P CapitalIQ, PwC Analysis

10. On the basis that the Aggregated Scheme Consideration is within the range of our valuation for a fully paid ordinary share in WPP AUNZ, we consider it is fair.

### *The Scheme is reasonable*

11. In accordance with RG111.12, we consider that the Scheme is reasonable on the basis that it is fair. In addition, we consider the Scheme to be reasonable for the following reasons.

#### *The offer is at a substantial premium to the traded price of WPP AUNZ shares before the transaction announcement*

12. The one month and three month volume weighted average price (VWAP) of a WPP AUNZ traded share prior to the announcement to the Australian Securities Exchange (ASX) on 30 November 2020 of the proposed acquisition of WPP AUNZ via the Scheme is significantly lower than the Aggregated Scheme Consideration.
13. The premium implied by the Scheme aligns to the top quartile of observed premia from transactions across the ASX services sector over the last 10 years and such a premium is reflective of a number of factors including:
  - a. Challenging operating conditions as a result of COVID-19 and continued industry disruption which have impacted share price in the short term (noting that the Offer Price is also above the pre-COVID-19 share price).
  - b. The Offer Price from WPP plc is likely inclusive of control and strategic synergies as a result of a simplified shareholding structure as WPP plc steps up its existing 61.5% stake to 100% of WPP AUNZ.
  - c. The continued progression, and reporting results and expectations thereof of WPP AUNZ on its transformation program which was announced after the Scheme Announcement Date.

*The proposed cash offer enables WPP AUNZ shareholders to realise the value of their investment in WPP AUNZ*

14. The Scheme enables Scheme Shareholders to realise the value of their investment in WPP AUNZ at a cash price which incorporates a premium for control. In the absence of the Scheme, or similar transaction, Scheme Shareholders could only realise their investment through the receipt of future dividends which are not guaranteed or by selling their WPP AUNZ shares on market at a price that potentially excludes strategic premiums payable by WPP plc for control and would also incur transaction costs in the form of brokerage.
15. In addition to the cash value of the Aggregated Scheme Consideration, a portion of Scheme Shareholders will be able to realise additional value from the franking credits attached to the \$0.20 fully franked Permitted Dividends. As not all Scheme Shareholders will be able to access this value, we have not explicitly considered it within the assessment of the Aggregated Scheme Consideration, although it provides additional upside for eligible shareholders.

*Cash offer provides certainty of value being received*

16. As the offer is cash, Scheme Shareholders have certainty regarding the value they will realise and when it will be received.
17. Whilst there may be potential future value above the Aggregated Scheme Consideration of \$0.70 per WPP AUNZ share, it is reasonable to conclude that the achievement of that value is uncertain due to business and other risks that WPP AUNZ is exposed to in the ordinary course of business. An assessment of the risks associated with the WPP AUNZ is detailed in Section 7 of the Scheme Booklet.

*The Independent Board Committee has unanimously recommended the Scheme*

18. WPP AUNZ's Independent Board Committee has unanimously recommended that Scheme Shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to the Independent Expert opining that the proposed Scheme is in the best interests of Scheme Shareholders.

*No alternative proposals have been received*

19. The Independent Board Committee of WPP AUNZ has advised us that to the best of their knowledge the proposal from WPP plc is the only proposal available to Scheme Shareholders at the date of this report.
20. We cannot exclude the prospect of an alternative proposal or offer on better terms emerging. However the fact that WPP plc already holds a controlling stake in WPP AUNZ may make the emergence of an alternative proposal less likely. In the event that an alternative proposal or offer on better terms emerges before the general meeting of WPP AUNZ shareholders (the Scheme Meeting), Scheme Shareholders will be entitled to vote against the Scheme and pursue other opportunities.

*If the Scheme is not accepted, the WPP AUNZ share price may fall*

21. The WPP AUNZ share price increased significantly on the announcement of the price to be offered under the Scheme (post the initial announcement of the original proposal on 30 November 2020) and has traded in a range of \$0.69 to \$0.70 (based on closing share prices) since the announcement on 17 December 2020 of the Aggregated Scheme Consideration of \$0.70 (as at February 2021).
22. We consider that in the absence of the Scheme, an alternative proposal, or speculation concerning an alternative proposal, the WPP AUNZ share price may reduce from current levels. In the medium and longer term, the WPP AUNZ share price will reflect the market's assessment of WPP AUNZ's ongoing business model, operating performance as well as general movements in financial markets.

## Other matters

23. In preparing this Independent Expert's Report we have considered relevant regulatory guides issued by ASIC, with particular reference to RG111, RG112 *Independence of experts* and Australian professional and Ethical Standard (APES) 225 *Valuation Services*.
24. The decision to accept or not to accept the Scheme is a matter for individual Scheme Shareholders based on each shareholder's view as to value, their expectations about future market conditions and their particular circumstances including risk profile, liquidity preference, investment strategy, portfolio structure and tax position. In particular, taxation consequences may vary from shareholder to shareholder.
25. This Independent Expert's Report has been prepared solely for the benefit of the Independent Board Committee of WPP AUNZ and for the benefit of the Scheme Shareholders. Neither PwC Securities nor its employees, officers and agents undertake responsibility to any person, other than the IBC or the Scheme Shareholders, in respect of the Independent Expert's Report, including any errors or omissions howsoever caused.
26. WPP AUNZ has indemnified PwC Securities, PwC and its employees, officers and agents against any claim, liability, loss or expense, cost or damage, including legal costs on a solicitor client basis, arising out of reliance on any information or documentation provided by WPP AUNZ, which is false or misleading or omits any material particulars or arising from a failure to supply relevant documentation or information.
27. Our assessment was completed using available information as at 24 February 2021. We have reviewed publicly available information subsequent to 24 February 2021 to the date of this letter and do not consider this to alter our opinion that the proposed Scheme is in the best interests of the Scheme Shareholders.
28. This letter must be read in conjunction with the remainder of this Independent Expert's Report, including the appendices attached.

Yours faithfully



**Richard Stewart**

*Authorised Representative  
PricewaterhouseCoopers Securities Ltd*



**Meredith Chester**

*Authorised Representative  
PricewaterhouseCoopers Securities Ltd*

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# 1. Overview of the Scheme

## 1.1. Overview of the Scheme

29. On 25 December 2020, WPP AUNZ and WPP plc entered into a Scheme Deed under which Cavendish Square Holdings BV (a wholly owned subsidiary of WPP plc) will acquire the remaining 38.5% of shares in WPP AUNZ that it does not currently already own via the Scheme for cash consideration of \$0.70 per share, pursuant to Part 5.1 of the Corporations Act.
30. WPP AUNZ's decision to enter into the Scheme Deed with WPP plc followed a process which commenced in November 2020, when it received an initial and subsequent, non-binding proposals with an Original Proposal Offer of \$0.55 (cash) per WPP AUNZ share and a Revised Proposal Offer of \$0.70 (cash) per WPP AUNZ share (the Aggregated Scheme Consideration).
31. As at the Scheme Announcement Date, WPP plc owned 61.5% of total outstanding shares of WPP AUNZ of 852.2 million. If the Scheme is successful, it increases WPP plc's ownership of WPP AUNZ to 100% and WPP AUNZ becomes a wholly owned subsidiary of WPP plc, with WPP AUNZ de-listing from the ASX.
32. The rationale for the implementation of the Scheme by WPP plc is to simplify its current group structure and remove compliance and regulatory costs for WPP AUNZ. As a wholly owned subsidiary, WPP plc will also be unrestricted in its ability to deploy funds or assistance to WPP AUNZ, with the company undergoing a transformation phase following a period of heightened earning volatility as a result of COVID-19 and industry disruption.
33. WPP plc has agreed to WPP AUNZ declaring and paying total ordinary and special dividends of up to \$0.20 per share prior to completion, subject to WPP AUNZ board determination, tax and accounting considerations, ATO ruling, and bank consent. No deduction to the Aggregated Scheme Consideration will be made for any attached franking credits.
34. The Scheme completion is subject to the satisfaction of a number of conditions which are set out in full in the Scheme Deed. We have summarised some key conditions of the Scheme below.

## 1.2. Key conditions of the Scheme

35. A summary of the various conditions to the completion of the Proposed Scheme are:
  - a. Regulatory approvals, including the Foreign Investment Review Board.
  - b. Court approval in accordance with Section 411(4)(b) of the Corporations Act.
  - c. No prescribed occurrences as defined under the Scheme Implementation Deed.
  - d. A majority of Independent Board Directors not changing their recommendation that Shareholders vote in favour of the Scheme.
  - e. Shareholder approval at the Scheme Meeting by the requisite majorities.
36. In addition to other elements including:
  - a. WPP AUNZ has determined to pay a fully franked Ordinary Dividend, which Management advise is currently expected to be \$0.029 in relation to the 2020 financial year and a special dividend of \$0.015 relating to proceeds from the sale of Kantar. If WPP AUNZ shareholders acquire shares between the record date of 31 March 2021 for dividends related to the financial year ending 31 December 2020 (in aggregate of \$0.044), they will only receive \$0.0656 of the Aggregated Scheme Consideration including cash proceeds and the special dividend related to the Scheme.
  - b. In addition to these ordinary and special dividends related to the 2020 financial year, there is expected to be another special dividend of \$0.156 related to the Transaction which will bring the total dividend amount prior to the Transaction to \$0.20 (the Permitted Dividends).
  - c. Immediate notification by WPP AUNZ of any competing proposals and WPP AUNZ having the right to amend the terms of its offer and match the terms of a competing proposal.

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An implementation date of 12 May 2021 (or such other date agreed in writing between WPP AUNZ and WPP plc).

## 2. Scope of Independent Expert's Report

### 2.1. Scope of Independent Expert's Report

37. The proposed acquisition of WPP AUNZ shares by WPP plc is to be implemented by a members' Scheme of Arrangement (being the Scheme). Schemes of Arrangement are governed by Part 5.1 of the Corporations Act and Schedule 8 of the Corporations Regulations 2001. Before the Scheme can proceed, it must be considered and approved by WPP AUNZ shareholders and the Court.
38. Part 3 of Schedule 8 of the Corporations Regulations prescribes the information to be sent to the security holders in relation to schemes of arrangement pursuant to Section 411 of the Corporations Act. Part 3 of Schedule 8 requires an Independent Expert's Report to a scheme of arrangement when a party to a scheme of arrangement has a prescribed shareholding (30% or more of the voting shares) in the company subject to the Scheme, or where any of its Directors are also Directors of the company subject to the scheme.
39. In those circumstances, the explanatory statement provided to shareholders is to be accompanied by a report from an Independent Expert stating whether, in the expert's opinion, the scheme is in the best interests of members of the company subject to the scheme. In those circumstances, the explanatory statement provided to shareholders is to be accompanied by the report from an Independent Expert stating whether in an expert's opinion, the scheme is in the best interests of the company or shareholders subject to the scheme and setting out the reason for that opinion.
40. We have therefore been requested by the Independent Board Committee of WPP AUNZ to prepare an Independent Expert's Report stating whether, in our opinion, the Scheme is in the best interests of the Scheme Shareholders and to set out our reasons for that opinion.

### 2.2. Our approach

41. This report has been prepared in accordance with the Corporations Act and ASIC RG111.
42. We have prepared this independent expert's report for the purpose of stating, in our opinion, whether or not the Scheme is in the best interests of the Scheme Shareholders, and to set out our reasons for that opinion.
43. While there is no definition of "in the best interests of the members" provided in the Corporations Act, relevant guidance is provided in RG111, which is framed largely in terms that relate specifically to control transactions effected by way of a scheme of arrangement.
44. RG111.18 indicates that an expert evaluating a control transaction effected by way of a scheme of arrangement should undertake a form of analysis substantially the same as "fair and reasonable" reports for takeovers offers under Section 640 of the Corporations Act. In this context, RG111.18-21 indicates that assessment of whether a proposal is "in the best interests of the members" for reports on control transactions prepared for the purposes of Section 411 should be evaluated by reference to whether the proposal is "fair and reasonable" and should also include an opinion on this basis.
45. RG111 discusses the separate concepts of "fair" and "reasonable" to be applied by an independent expert assessing an offer. An offer is regarded as "fair" if the value of the Offer Price or consideration is equal or greater than the value of the securities the subject of the offer. An offer is "reasonable" if it is "fair" or despite not being "fair", but after considering other significant factors, shareholders should accept the offer in the absence of any higher proposal bid before the close of the offer as there are sufficient reasons to do so.
46. RG111.11 requires that the assessment of fairness of a control transaction assumes 100% ownership of the target, irrespective of whether the consideration is made by way of scrip or cash, and therefore reflects ASIC's underlying philosophy that the premium for control of a company subject to a takeover be shared by all members of that company.

47. Accordingly, our assessment of the value of WPP AUNZ ordinary shares is assessed on a controlling interest basis and our assessment of the consideration to be paid under the Scheme reflects the cash amount offered per WPP AUNZ share.
48. In assessing fairness, we have referred to the concept of Market Value. Market Value is defined as: “the price which would reasonably be negotiated by an informed, willing but not anxious purchaser and an informed, willing but not anxious seller acting at arm’s length and within a reasonable timeframe”.
49. In evaluating the reasonableness of the Scheme, we have considered other significant factors for Scheme Shareholders in relation to the Scheme, including the certainty of value to WPP AUNZ shareholders under the Scheme, the likelihood of another offer being received on better terms and the likely position of minority shareholders if the Scheme is rejected.

### 2.3. Sources of information

50. In preparing this report, we have used and relied on information set out in Appendix B and representations made by WPP AUNZ.
51. We have conducted checks, enquires and analyses of the information provided to us which we regard as appropriate for the purposes of this report. Based on these procedures, we believe that the information used as the basis for forming the opinions in this report is accurate, complete and not misleading and we have no reason to believe that material information relevant to our report has been withheld by WPP AUNZ. Whilst our work has involved an analysis of financial information and accounting records, it does not constitute an audit or review of WPP AUNZ in accordance with Australian Auditing Standards, and accordingly no such assurance is given in this report.
52. The information provided to us includes actual results to 31 December 2020 and the WPP AUNZ budget for the period of 1 January 2021 to 31 December 2021.
53. The achievement of either the prospective financial information prepared by WPP AUNZ or as contained in WPP AUNZ’s earnings guidance has been relied on by PwC Securities for the purposes of our assessment of the Scheme and is not warranted or guaranteed by us. This information is based on predictions of future events, many of which are outside the control of management, and is therefore inherently uncertain. Actual results and outcomes may differ materially from the forward looking information provided to us and reflected in this report.
54. Our assessment has been made as at the date of this report. Economic conditions, market factors and changes in exploration or development potential may result in the report becoming outdated. We reserve the right to review our assessments and, if we consider it necessary, to issue an addendum to our report, in the light of any relevant material information which subsequently becomes known to us prior to the closure of the Scheme.
55. All value amounts in the report are denominated in Australian dollars (\$) unless otherwise stated. Financial tables may be subject to rounding.
56. We have provided a draft copy of this Independent Expert’s Report to the Independent Board Committee Members for their comments as to factual accuracy, as opposed to opinions, which are our responsibility alone. The Independent Board Committee’s review has not caused us to change our methodology or conclusions herein.

### 2.4. General advice

57. In preparing this report, we have considered the interests of the Scheme Shareholders taken as a whole. This report contains only general financial product advice and does not consider the personal objectives, financial situation or needs of individual shareholders. An individual’s decision in relation to accepting or not accepting the Scheme may be impacted by the individual particular’s circumstances and Scheme Shareholders may wish to obtain personal financial product advice from their financial adviser.

## 2.5. Scope exclusions

58. This report has been prepared solely for the purpose of assisting the Scheme Shareholders to consider whether or not to accept the Scheme. This report has not been prepared to provide information to parties considering the purchase or sale of securities in WPP AUNZ. Accordingly, we do not assume any responsibility or liability for any losses as a result of the use of this report contrary to the provisions of this paragraph.

## 3. Industry overview

59. WPP AUNZ operates predominately as an integrated media, marketing and communications firm. WPP AUNZ's operates within the below industry segments:
- Media & advertising Agencies:** Offering media buying and other advertising related services across all forms of media for a variety of different private sector and public sector clients. Approximately 93% of WPP AUNZ's revenue is derived from this industry segment.
  - Public Relations and Communication Services:** Managing communication between an organisation, the public and other key stakeholders to manage brand value and relationships. This segment accounts for the remaining 7% of WPP AUNZ's operations.
60. We have provided further detail on the key trends and market factors for each segment below.

### 3.1. Media & advertising agencies in Australia

61. The media & advertising agency industry in Australia is highly fragmented with only a handful of major players. These major players mostly consist of the Australian subsidiaries of large multi-national marketing firms and WPP AUNZ holds the leading position with 9% of total projected industry revenue in FY21.

#### Market share and revenue concentration



Source: Advertising Agencies in Australia, November 2020 (IBISWorld)

62. At an overall level, the advertising industry in recent years has been characterised by stagnant growth and constrained margins. We have discussed the key drivers for the challenging operating environment below.

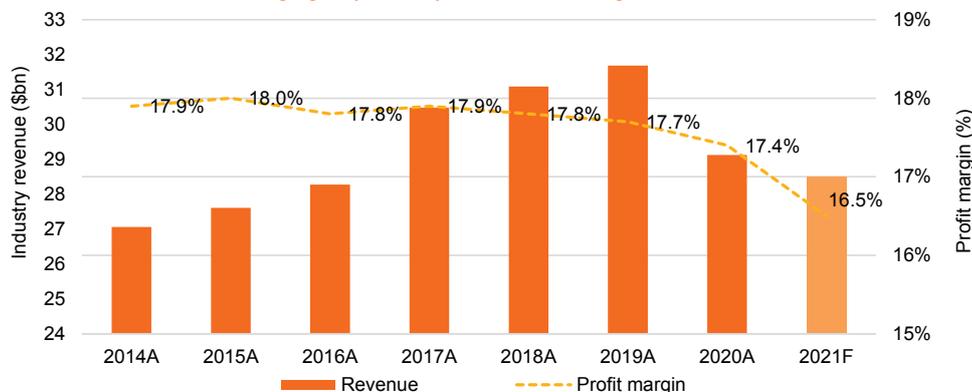
#### 3.1.1. A reduction in demand and increased competition are constraining margins

63. A key issue facing the industry is the rise of digital channels and the corresponding fragmentation of media. This has contributed significantly to lower demand overall for traditional media services and related campaigns.
64. Preceding the onset of the COVID-19 pandemic, the industry was undergoing significant structural change. Advertising companies such as WPP AUNZ were forced to react to significant product innovation as consumers increasingly adopted a variety of new digital channels.
65. The establishment of social networking and interactive platforms such as Netflix, Snap, Twitter, Facebook, Instagram, TikTok and YouTube contributed to traditional mass media campaigns becoming less effective as younger audiences began to increasingly access news, entertainment and media online.
66. As a result of this an increasing number of businesses started to perceive mass media campaigns offered by advertising agencies as a high-cost method of communicating with their customers, which has led to lower growth prospects for the industry's major players.
67. The digital and social media revolution has also increased external and internal competition amongst the industry as other marketing alternatives such as public relations services (PR) in addition to specialised digital agencies compete against the traditional advertising agencies for media budgets and campaigns.

This has placed increased pricing and margin pressure on the larger agencies as a greater number of participants compete for smaller media budgets.

68. As a result of the increased competition, fee structures have increasingly moved from commission to fixed fee and performance based remuneration, further restricting any opportunity of up-side profitability.
69. In addition to the lower margins associated with media campaigns, advertising agencies have seen fixed costs increase due to the rising competition for staff talent, as advertising brands are faced to compete with technology companies to expand their digital offerings.

#### Australian media & advertising agency industry revenue and margin trend



Source: Advertising Agencies in Australia, November 2020 (IBISWorld)

### 3.1.2. Investment in technological capabilities have increased capital requirements

70. As technology becomes increasingly integrated within the industry, the popular social networking and interactive platforms mentioned above continue to blur the line between advertisers and software developers.
71. As a result of the increased reliance on technology, advertising agencies are now investing in technology, software and digital consultancy capabilities to compete as digital becomes the predominant media channel.
72. Additionally, the fragmentation of media has resulted in the use of advanced software to analyse consumer buying trends and preferences to customise campaigns which has led to increased capital requirements on advertising firms.

### 3.1.3. The impact of COVID-19 has been significant, contributing to an uncertain outlook

73. With the industry undergoing structural change, COVID-19 has exacerbated margin pressures that face advertising agencies. The challenging economic environment has seen both private-sector and government clients significantly cut discretionary spend which has led to weak industry demand overall.
74. COVID-19 further accelerated the trend towards digital advertising as wide-spread government restrictions and lockdowns meant most traditional methods of advertising were no longer functionally effective. Advertising firms were subsequently forced to adopt more subtle 'below-the-line' advertising methods, as traditional formats such as large print or display advertising continue to decline.
75. The lower levels of industry demand in addition to a relatively high fixed cost base has meant that short-term outlook on margins are expected to stay restrained as market participants take time to restructure and right-size operations.

Media &amp; advertising agencies in Australia revenue and growth outlook



Source: Advertising Agencies in Australia Jan 2021 (IBISWorld)

### 3.2. Public Relations and Communication Services in Australia

76. Consistent with the advertising agency industry, WPP AUNZ holds the leading market position within the PR industry. As a result of increased media fragmentation and a greater variety of media channels, PR activities have become more diverse and specialised leading to a greater number of smaller market participants.

#### Market share and revenue concentration



Source: Public Relations in Australia, November 2020 (IBISWorld)

77. Unlike advertising agencies, PR services have benefited from the rise of digital channels and social media. The importance of social media to a brand's overall messaging has made PR services a value-for-money alternative to traditional advertising campaigns.
78. Additionally the industry's somewhat counter-cyclical nature and significance to crisis management has led to the industry's relative resilience in past economic downturns.
79. The industry however has not been immune to COVID-19 and has faced reduced demand as overall media budgets amongst clients decreased. We have summarised the drivers of the industry's current performance and future outlook below.

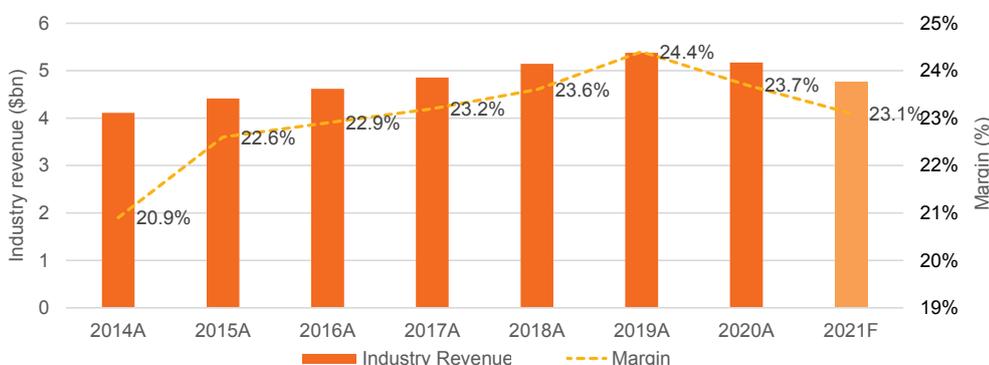
#### 3.2.1. Social media has increased demand and supported margin improvements

80. The rise of social media has resulted in steady historical growth for PR firms in recent years, as firms look to integrate PR services alongside traditional advertising mediums.
81. Additionally, the establishment of new media platforms has presented a technologically complex communications environment, resulting in more government and corporate organisations outsourcing PR functions to specialist firms.

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- 82. The limited advertising allowed on the social media platforms has also increased demand for PR services as organisations seek to maximise exposure. Additionally, fears related to cybersecurity have prompted consumers to be sceptical of direct email and online advertisements.
- 83. Indication of the rise in PR services on social media platforms was also recently evidenced by the 2020 US Presidential Election, with both political parties preferring to utilise direct messaging via Twitter rather than mass media campaigns on print or broadcast.
- 84. The resulting increase in demand has allowed PR firms to achieve growth in addition to consistent margin improvement as firms compete on specialised capabilities rather than pricing.

**Australian PR industry revenue and margin trend**

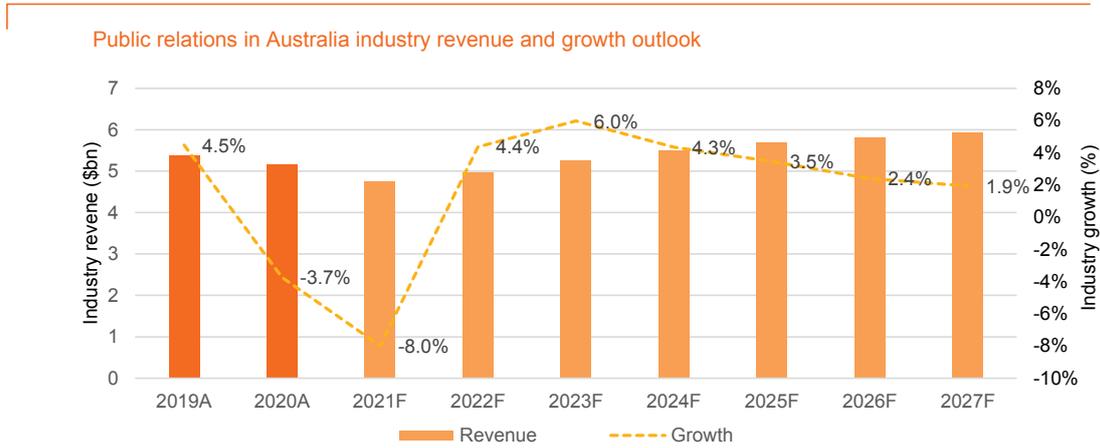


Source: Public Relations in Australia, November 2020 (IBISWorld)

**3.2.2. Although not immune to COVID-19, the long term outlook remains positive**

- 85. During past economic downturns the PR industry has proven to be more resilient relative to advertising firms. The resilience is partly driven by the demand in PR services in periods of economic or political instability as organisations increase communications and messaging to key stakeholders to allay fears and manage risks.
- 86. Although a segment of the industry is somewhat counter-cyclical, the PR industry is not immune to all economic impacts as the COVID-19 pandemic has demonstrated. The pandemic has driven a sharp decline in total industry revenue in FY20, with further declines expected in FY21 as organisations reduce discretionary expenditure and associated media budgets.
- 87. Taking a longer term perspective however, the general growth and margin prospects for the industry remain positive as demand is expected to recover with the broader economy.

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Source: IBISWorld, Public Relations Services in Australia January 2021

## 4. Overview of WPP AUNZ

### 4.1. Profile of WPP AUNZ

88. WPP AUNZ is an ASX listed company that predominately provides advertising, marketing and communications services within Australia. WPP AUNZ is currently 61.5% owned by WPP plc, a large, global creative transformation company.

#### 4.1.1. Company history

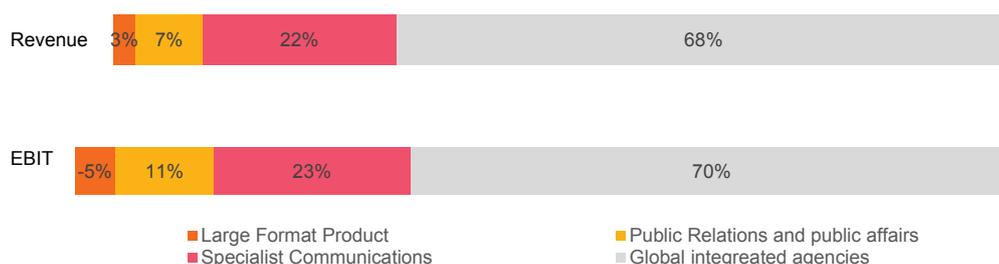
89. WPP AUNZ is Australasia's leading creative transformation company. WPP AUNZ was formed as a merger between global marketing and communications firm WPP plc and STW Communications Group in 2016 (STW Group).
90. WPP AUNZ was formed in 1985 in New South Wales, Australia as John Singleton Advertising and listed on the ASX in 1994. Following a number of acquisitions partnering with WPP (including Singleton Ogilvy & Mather, Mindshare, Ogilvy PR and J. Walter Thompson), in 2002 the company changed its name to STW Communications Group Limited and in the following year joined the ASX 200 Index.
91. Since listing in 1994, the company grew its business operations through a number of acquisitions in Australia, New Zealand and in 2011 expanded into South East Asia.
92. In 2016, UK based global advertising and marketing conglomerate, WPP plc, through its Australian subsidiary WPP Holdings (Australia) Pty Limited, increased its existing 23.6% stake in STW Group to 61.5%.
93. The merger created Australia and New Zealand's largest integrated marketing and communications company with the company shortly renamed after to WPP AUNZ Limited (WPP AUNZ). The merger enhanced the scale of operations and offered clients a more diversified portfolio of services and capabilities.
94. Following the merger, WPP AUNZ streamlined its leadership structure, operations and operating brands. Concurrently WPP AUNZ expanded its traditional service offerings in higher growth categories of digital, data and technology services.
95. In 2019, the company divested its market research business, Kantar AUNZ, to WPP plc for A\$150 million as part of a broader sale of a significant stake in Kantar Global to Bain Capital Private Equity, LP.
96. WPP AUNZ holds a leading market position in the advertising and public relation industry domestically. WPP AUNZ portfolio is comprised of over 60 brands and employs approximately 4,000 people across Australia, New Zealand and South East Asia.

#### 4.1.2. Operating segments

97. WPP AUNZ manages its operations across four major segments:
- Global Integrated Agencies:** Integrated advertising services and media investment management services focussed on large global corporate clients. Key brands include Group M, Ikon, Ogilvy, WT, VMLY&R, WhiteGREY, Hogarth and the Brand Agency,
  - Large Format Production:** Provides end-to-end retail sales solutions in point of sale, display, print and visual merchandising. Key brands include AFI Branding and Active.
  - Public Relations & Public Affairs:** Public relations and public affairs servicing a variety of sectors including government. Key brands include OPR, Cannings, BCW and Hill and Knowlton Strategies.
  - Specialist Communications:** Specialist digital service, branding, events and training. Key brands include AKQA, Aleph, Buchanan and Phuel. Key brands include AKQA, adcastNXT, Buchanan, Etcom and Phuel.

98. We have presented each segment's contribution to the FY21F revenue and EBIT below.

Revenue and EBIT contribution by segment (FY21F)



Source: Management Information, WPP AUNZ Final Budget Outlook FY21, PwC Analysis

### 4.1.3. Strategy and transformation plan

99. WPP AUNZ presented its new three year transformation strategy on the 24<sup>th</sup> February 2020 as part of a CEO briefing. This highlighted the potential roadmap and associated benefits with Management's current plan for WPP AUNZ.
100. At an overall level, the strategy enhances WPP's core creative capabilities and brings together the collective talent, resources and skills to provide an integrated offer of communications, experience, commerce and technology to WPP's clients in order to achieve cost and revenue synergies across brands.
101. The key factors of the transformation program include a shift to a more cooperative operating model across the business (rather than separately by brand), cost synergies through staff and program sharing, rationalisation of duplicate operations and roll-out of a collaborative 'one-shop' client offering. We have outlined Management's key strategic initiatives below.

Strategic initiative	Outcomes
1 Communications	Creates powerful ideas based on deep insights to connect brands' messaging with audiences in meaningful ways and channels at meaningful moments.
2 Experience	Builds seamless experiences to make brands part of people's lives – creating more memorable engagement and driving better business results.
3 Commerce	Makes it easy for our clients to sell within the complex ecosystem of where and how their customers want to buy; and
4 Technology	Leverages our global technology partnerships and unique scaled platforms and capabilities to build technology and data solutions fit for our clients' needs.

Source: Management Information, WPP AUNZ Final Budget Outlook FY21, PwC Analysis

102. Management believe the execution of the above described initiatives will deliver the following quantifiable benefits within the next three to five years:
- \$1 billion net sales representing 5% year on year organic growth and delivering \$300 million from new clients.
  - 17% Headline EBIT Margin after bonuses with \$20 million in reduced operating expenditure from a reduction in corporate costs with streamlined operations.
  - 2.5% reduction in cost of financing, with a \$70 million improvement in net working capital for debt reduction and reinvestment in new capabilities.
103. As part of WPP AUNZ's announcement of the proposals by WPP plc, WPP AUNZ subsequently shared an update on the execution of the strategy and announced that it had progressed ahead of timetable on this transformation project.

## 4.2. Capital structure

### 4.2.1. Ownership

104. As at the close of trading on 12 February 2021, the issued capital of WPP AUNZ comprised 852.2 million ordinary shares.
105. Ownership of WPP AUNZ amongst the top 10 WPP AUNZ Shareholders holding 83.2% of the total ordinary with Cavendish Square Holdings BV1 (a wholly owned subsidiary of WPP plc) owning a majority interest of 61.5%.

#### Top 10 WPP AUNZ Shareholders

Rank	Name	Shares (millions)	% held
1	Cavendish Square Holdings BV <sup>1</sup> (subsidiary of WPP plc)	524.0	61.5%
2	Paradise Investment Management	52.3	6.1%
3	Caledonia	26.8	3.2%
4	Dimensional Fund Advisors	24.8	2.9%
5	Realindex Investments	22.2	2.6%
6	Celeste Funds Management	19.0	2.2%
7	Forager Funds Management	12.6	1.5%
8	LVO Funds Management	11.4	1.3%
9	Vanguard Group	9.1	1.1%
10	Norges Bank Investment Management	7.2	0.8%
Top 10 WPP AUNZ Shareholders		709.4	83.2%
Remaining Holders Balance		142.8	16.8%
<b>Total</b>		<b>852.2</b>	<b>100.0%</b>

Source: WPP AUNZ Austrak Feb-21 Report  
Note: Table may not sum due to rounding

## 4.3. Financial information

### 4.3.1. Profit and loss

106. The reported operating performance of WPP AUNZ for the three financial years ended 31 December 2018, 2019 and 2020 and the agreed budget for 2021 (confirmed by Management) are summarised in the figure below.

#### Statement of Profit or Loss for the year ended 31 December

AUD millions	2018	2019	2020	2021F
Net Sales	731.9	712.5	612.3	645.7
Income from associates	6.6	8.7	8.3	7.5
Staff Costs	(483.1)	(481.9)	(426.9)	(428.2)
Establishment Costs	(48.5)	(42.6)	(39.9)	(39.4)
General & Administrative Costs	(106.3)	(104.9)	(91.9)	(94.0)
<b>Total Operations Costs</b>	<b>(637.9)</b>	<b>(629.4)</b>	<b>(558.6)</b>	<b>(561.6)</b>
<b>EBIT</b>	<b>100.6</b>	<b>91.8</b>	<b>61.9</b>	<b>91.5</b>
Net Finance Costs	(12.3)	(10.9)	(6.1)	(7.3)
Net Finance Costs – AASB 16 Leases	(3.1)	(3.1)	(2.8)	(2.2)
<b>Profit before tax</b>	<b>85.1</b>	<b>77.8</b>	<b>53.0</b>	<b>82.0</b>
Tax	(21.6)	(21.3)	(14.9)	(23.0)
Minority interests	(6.9)	(5.3)	(3.2)	(2.5)
<b>Headline profit after tax and minorities</b>	<b>56.6</b>	<b>51.2</b>	<b>34.9</b>	<b>56.5</b>

AUD millions	2018	2019	2020	2021F
Significant items	(19.2)	(23.4)	(8.1)	-
Impairment expense	(62.5)	(217.4)	(179.4)	-
Profit / (Loss) from discontinued operations	8.0	(38.2)	-	-
<b>Reported loss after tax and minorities</b>	<b>(17.1)</b>	<b>(227.6)</b>	<b>(152.6)</b>	<b>56.5</b>
<b>Key Performance Indicators</b>				
Net Sales	731.8	712.5	612.3	645.7
Headline EBITDA	116.7	106.5	77.4	107.5
Headline EBIT	100.6	91.8	61.9	91.5
Net sales growth (%)	0.6%	(2.6%)	(14.1%)	5.5%
EBITDA margin <sup>1</sup> (%)	15.9%	14.9%	12.6%	16.6%

Note 1: EBITDA margin refers to the ratio of EBITDA to net sales (from continuing operations)

Source: WPP AUNZ FY21 Budget, WPP AUNZ 2020 Market Presentation, 2019 and 2018 Annual Reports

107. WPP AUNZ's financial performance has been impacted by the broader challenges to operating performance as the role of traditional creative agencies were challenged by the rapid adoption of new technologies and digital channels resulting in declining revenues.
108. Creative consultancies such as WPP AUNZ are now facing margin pressure amid rising staff costs with increased competition in retaining and attracting talent in addition to lower sales with weak media spend.
109. Acknowledging the challenged operating conditions above, as stated earlier WPP AUNZ has launched a transformation and revised strategy which will focus on its growing digital capabilities. Upon execution of the revised strategy over the next five years, the business plans to pivot to services in higher growth areas of marketing services including technology, data and e-commerce.
110. WPP AUNZ operating expenses predominately relate to employee expenses of salary and wages. Cost of sales predominately relate to direct production and creative costs associated with campaigns across the various formats.
111. WPP AUNZ has experienced a number of one off items across the historical period which has resulted in earnings volatility. We have commented on these below:
- A revised outlook on growth prospects and profitability due to key account losses resulted in the Large Format Production segment and a portion of Global Integrated Agency brands being impaired in each of the three historical years.
  - WPP AUNZ undertook a consolidation in 2018, resulting in one-off costs with the integration of multiple brands as part of the company's simplification strategy aimed at restructuring the broader Group's holdings. The strategy also resulted in increased divestment and acquisition costs as WPP AUNZ stepped-up stakes in minority holdings and divested non-core assets in addition to the consolidation of brands and associated office premises.
  - The sale of the Kantar business in 2019 resulted in a significant reduction in net sales and earnings. The sale however did also decrease the brand service fee payable to WPP plc representing a permanent annual margin benefit to WPP AUNZ.
112. The projected FY21 performance reflects a recovery in headline EBITDA from FY19 driven by revenue growth from FY20 as the business recovers from COVID-19 and margin improvement as part of the transformation program process.

#### 4.3.2. Statement of financial position

113. The summary statement of WPP AUNZ's financial position as at 31 December 2018, 2019 and 2020 is set out in the following table.

## Statement of Financial Position as at 31 December

AUD millions	2018	2019	2020
Cash and cash equivalents	63.5	74.8	63.5
Trade and other receivables	484.9	389.7	336.2
Inventories	12.9	2.9	1.4
Current tax assets	0.5	-	-
Other current assets	94.4	83.2	71.0
<b>Total current assets</b>	<b>656.2</b>	<b>550.6</b>	<b>472.1</b>
Other receivables	0.3	-	3.9
Investments accounted for using the equity method	21.9	19.9	21.6
Other financial assets	0.7	-	-
Plant and equipment	50.0	41.2	29.9
Right-of-use assets	-	91.7	52.9
Deferred tax assets	27.6	25.9	29.4
Intangible assets	1,187.5	721.8	538.5
Other non-current assets	2.3	2.1	3.3
<b>Total non-current assets</b>	<b>1,290.2</b>	<b>902.7</b>	<b>679.6</b>
<b>Total assets</b>	<b>1,946.4</b>	<b>1,453.3</b>	<b>1,151.7</b>
Trade and other payables	714.5	589.3	612.2
Current tax liabilities	-	13.0	1.1
Borrowings	59.8	10.0	-
Lease liabilities	-	28.5	29.3
Provisions	26.2	22.6	19.9
<b>Total current liabilities</b>	<b>800.4</b>	<b>663.4</b>	<b>662.4</b>
Other payables	20.1	2.8	7.0
Borrowings	257.0	182.0	75.0
Lease liabilities	-	77.9	49.7
Deferred tax liabilities	86.8	28.8	23.7
Provisions	5.3	4.2	4.2
<b>Total non-current liabilities</b>	<b>369.2</b>	<b>295.6</b>	<b>159.5</b>
<b>Total liabilities</b>	<b>1,169.7</b>	<b>959.1</b>	<b>821.9</b>
<b>Net assets</b>	<b>776.8</b>	<b>494.2</b>	<b>329.8</b>

Source: WPP AUNZ Annual Reports

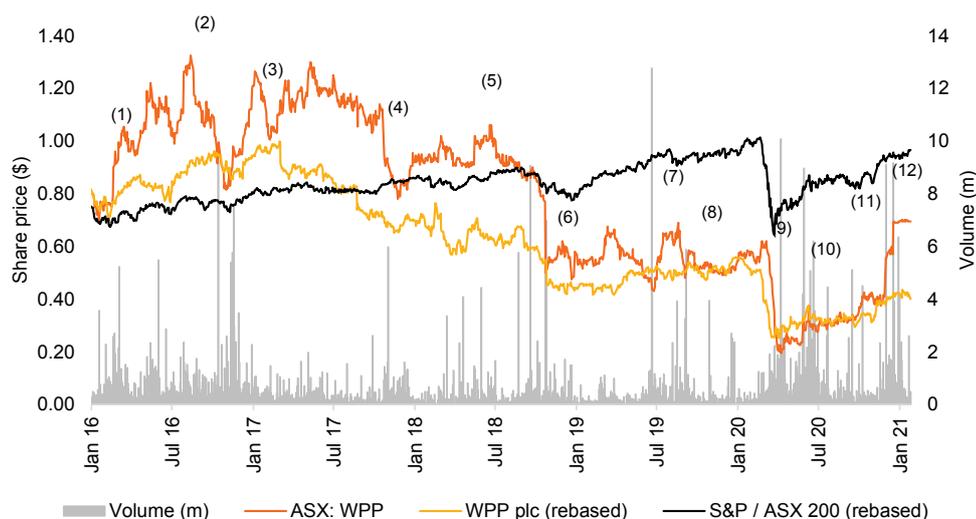
114. We note the following observations regarding the key balance sheet items:
- Net working capital (NWC):** Represents the aggregate of WPP AUNZ's receivables, payables and inventory balances. WPP AUNZ operates a negative NWC balance through efficient capital management strategies driven by strong cash collections across the Global Integrated Agencies segment. Specifically, capital management incorporates a collection cycle of 30 day payment terms for clients but 45 days payment terms for suppliers. The Kantar sale significantly reduced NWC in 2019 as a result of a reduction in the size of operations. At 31 December 2020, NWC was significantly stronger than previous years with Management's expectations that this balance unwinds in part over Q1 2021.
  - Intangibles:** Represents the acquired goodwill and intangibles recognised as a result of WPP AUNZ's frequent historical M&A activity, with the company having grown through a number of acquisitions across the advertising, PR, and digital segments. An impairment of goodwill and acquired intangibles occurred in both 2018, 2019 and 2020 as the business reassessed the growth prospects of systemically challenged units such as the Large Format Production segment as described earlier above.
  - Right-of-use (ROU) assets and lease liabilities:** Represents the recognition of the new IFRS 16 accounting standard, which WPP AUNZ is required to report lease obligations and ROU assets on the balance sheet.

- d. **Deferred tax:** Represents timing differences between accounting and tax treatment of income and expenditure. Tax legislation changes resulted in a significant reduction in deferred tax liabilities in 2018 which were originally recognised in relation to the STW Group merger.
- e. **Borrowings and net cash:** Represents external debt and borrowing obligations in addition to cash held at bank or at hand. External borrowings relate to the company's term-debt and rolling working capital facilities. Borrowings reduced significantly in 2019 as the company de-leveraged its net debt position with proceeds from the Kantar sale.

### 4.3.3. Recent share price analysis

115. The figure below illustrates the trading performance of WPP AUNZ shares from 1 January 2016 to 25 January 2021 with historical volumes and key influencing items. WPP plc and ASX 200 have been rebased to allow comparability.

WPP AUNZ trading performance



Source: Capital IQ announcements

116. Detail of the key influencing items identified above with number notes are set out below.

#### Key influencing items

1	19 Feb 16	Australian Competition and Consumer Commission approves the STW WPP merger.
2	19 Aug 16	WPP AUNZ releases first half year results and corresponding media release. The company issues a cautious warning on short-term growth prospects and outlook referencing a "flat media market, restrained client spend and a subdued macro-economic environment in key markets".
3	24 Feb 17	Results announcement highlighting a cautious outlook as the company continues to be impacted by subdued client revenues as a result of weak macro-economic conditions.
4	23 Oct 17	Issuance of an earnings guidance update for 2017, reflecting an expected operating profit decrease of 5% to 7% relative to 2016. WPP AUNZ CEO Mike Connagham reflects that "tepid economic conditions for consumer brands weigh on WPP ability to drive growth".

5	15 May 18	Release of 2017 full year results presentation which reveals slight increase in profit before tax driven by better cash collection and improved debt margin resulting in a 3.1% growth in EPS.
6	23 Oct 18	Update of market guidance for 2018, reflecting trading results that are below previous guidance and market expectations, with a decline in earnings per share of 12% to 15% resulting in a 35% decrease in WPP AUNZ's share price from \$0.77 to \$0.50. WPP AUNZ CEO Mike Connagham resigns from the company.
7	12 Jun 19	Response to press speculation regarding potential sale of the Kantar business, WPP AUNZ's data investment management company. Confirmation that WPP plc has entered into exclusive rights with Bain Capital for a majority shareholding in Kantar Global which represented net proceeds to the WPP AUNZ of c.\$150million.
8	23 Aug 19	Half-year results release with an updated expectation for the full-year earnings per share outlining a decline of 5% to 10% for 2019. Decline in net sales and margins linked to overall lower media spend in Australia and New Zealand, with short-term expectations flat.
9	23 Mar 20	Onset of nation-wide lockdowns across Australia as a result of the escalating health and economic crisis caused by the COVID-19 pandemic. WPP AUNZ share price decreases by 66% between 1 March and 31 March 2019 to \$0.21.
10	11 Jun 20	WPP AUNZ is removed from the S&P/ASX 300 Index after a market capitalisation rebalancing.
11	30 Nov 20	Confirmation of receipt of unsolicited proposal from WPP plc to acquire all shares not already owned in WPP AUNZ for \$0.55 per share. WPP AUNZ recommends shareholders take no action. The company is placed in a temporary trading halt.
12	15 Dec 20	Revised proposal from WPP plc to acquire all remaining WPP AUNZ shares not owned for a price of \$0.70 per share. IBC determined that it is in the best interests of minority shareholders to enter into a binding Scheme Implementation Deed in relation to the revised proposal.

Source: Capital IQ and ASX announcements

#### 4.3.4. Liquidity

117. In the 12 months prior to the Announcement Date, WPP AUNZ Shares have been traded 247 days out of 252 trading days. This results in 5 inactive days with no traded shares.
118. In the 12 months prior to the Announcement Date, 220 million shares out of c.328 million WPP AUNZ free float outstanding shares (i.e. excluding WPP plc's stake) were traded. Annualised trading volumes represent c. 63% of the free float shares outstanding and 25.8% of total shares outstanding. It is therefore our opinion that the WPP AUNZ Shares are liquid.

## 5. Valuation of WPP AUNZ

### 5.1. Valuation summary

119. We have estimated the current market enterprise value and equity value of WPP AUNZ on a controlling basis as set out below.

#### Market Value per share calculation

	Section	Unit	Low	High
Maintainable EBITDA <sup>1</sup>	5.3.2	\$m	104.4	104.4
EV/EBITDA Multiple <sup>2</sup>	5.3.3	times	5.0x	6.0x
<b>Enterprise value range</b>		<b>\$m</b>	<b>522.0</b>	<b>626.4</b>
Less: net debt & debt-like items	5.4.1	\$m	(82.8)	(82.8)
<b>Equity value (non-controlling basis)</b>		<b>\$m</b>	<b>439.2</b>	<b>543.6</b>
Add: Control premium	5.4.3	(%)	20%	25%
<b>Equity value<sup>3</sup> (controlling basis)</b>			<b>527.0</b>	<b>679.4</b>
Number of shares on issue		#	852.2	852.2
<b>Market Value per share</b>		<b>\$</b>	<b>0.62</b>	<b>0.80</b>

Note 1: On a pre-IFRS 16 basis and excluding earnings from minority interests

Note 2: Assessed on a non-controlling basis

Note 3: 100% controlling basis, inclusive of an assessed control premium

Source: PwC Analysis

120. In estimating the enterprise and equity value, we have utilised the capitalisation of earnings as our primary approach. Our rationale for selecting this approach is set out below in section 5.2.
121. In selecting our Market Value range for a WPP AUNZ share, we had regard to the following:
- The EBITDA FY+1 multiple implied range falls within the range observed in the lower to mid quartile of the trading peers, reflective of its leading market position in Australia but smaller size, diversification and growth relative to global listed peers such as WPP plc, Omnicom, Publicis, Interpublic and Dentsu.
  - The implied intrinsic value of a WPP AUNZ share using a Gordon Growth Model range which supports our valuation outcome. As the approach disregards the varied recovery profile of WPP AUNZ's future cash flows, the approach supports the mid to high quartile of our selected range.
  - WPP AUNZ undertakes an annual impairment exercise to assess the carrying value of its assets relative to the fair value implied by an assessment of its future cash flows, discounted at the required rate of return. The most recent impairment was announced in June 2020. The Market Value per share implied from the net assets reported after the most recent impairment review is \$0.39 which is a floor to the implied value per share range. It is important to note that this was conducted during the height of COVID-19 market volatility and lower pricing.
  - With COVID-19's varied impact on companies operating in the media and advertising sector globally, earnings multiples can vary as lock-downs and other external factors depress trading results.
  - The FY19 divestment of Kantar AUNZ for 8.0x LTM EBITDA in FY19 by WPP AUNZ reflects more favourable market conditions (pre-dating COVID-19) and a business model focusing on data and digital related research services rather than integrated media. Given these factors we consider the premium in the multiple implied by the divestment in Kantar as reasonable, with Kantar having stronger marketability (as a digital asset), more favourable growth prospects and lower capital requirements.
122. The analysis supporting the valuation assumptions adopted are set out in the following sections.

### 5.2. Selection of valuation approach and other considerations

123. There are a number of common valuation methodologies to assess WPP AUNZ's enterprise value and the decision as to which methodology generally depends on the business being valued. Influencing

factors include the maturity of the industry in which the business operates, commonly adopted approaches used to value similar business, and the general availability of information at hand. Widely accepted methodologies include:

- a. **Capitalisation of earnings:** This method involves multiplying an estimation of a level of sustainable earnings of a business by a multiple that reflects of the underlying risks and growth prospects of the business. The estimation of earnings is considered a surrogate for the cash flows of the business and the process of multiplication is referred to as the capitalisation of earnings.
  - b. **Market based assessments:** Market based assessments relate to the valuation of a business, shares or assets using observed prices at which comparable businesses, shares or assets have been exchanged in arm's length transactions. This is often the most reliable evidence of Market Value but in the case of valuation of companies it can be difficult to find directly comparable transactions. For companies whose shares are publicly traded, the relevant share price is considered indicative of the Market Value of the shares, if there is sufficient liquidity. However, such market prices usually reflect the prices paid for small parcels of shares and as such do not include a premium for control.
  - c. **Net realisable value of assets:** This approach indicates the Market Value of the equity of an entity by adjusting the asset and liability balances on the subject company's balance sheet to their Market Value equivalents. The net assets approach has a number of variants. Typically the approach can be applied using a going concern premise which uses the concept of replacement cost as an indicator of value. In the absence of a fair valued balance sheet, this generally represents a floor to Market Value.
  - d. **Discounted cash flow:** Indicates the value of a business based on the present value of the cash flows that the business can be expected to generate in the future. Such cash flows are discounted at a discount rate (the cost of capital) that reflects the time value of money and the risks associated with the cash flows.
124. Each methodology is appropriate in certain circumstances and the decision as to which methodology to apply generally depends on the nature of the business being valued, the maturity of the business, commonly adopted approaches used to value similar businesses and the availability of information.

### *5.2.1. Selection of preferred valuation approach*

125. After consideration of the above methodologies, we have selected the capitalised earnings methodology as our primary valuation methodology with consideration to the below factors:
- a. **Maturity of business and the industry:** Despite the recent volatility and disruption facing WPP AUNZ and the broader industry, WPP AUNZ is a relatively mature business with a longstanding history in the media, advertising and communications industry.
  - b. **Availability of information:** Based on company disclosures, information and discussions with WPP AUNZ management and review of market and industry benchmarks we have adjusted current year and FY21 earnings for one-off significant items. However with regard to longer term forecasts, WPP AUNZ is currently facing significant uncertainty and in addition to an absence of coverage from equity research analysts this limits the availability and increases subjectivity of forecasts past FY21.
  - c. **Market evidence:** There are an adequate number of observations from market trading of WPP AUNZ shares prior and post the announcement date. Additionally, there are publicly listed companies with operations sufficiently comparable to WPP AUNZ from which a meaningful comparison can be undertaken and an appropriate multiple identified.
126. To support our conclusion under the capitalisation of earnings approach, we undertook a number of cross checks of our valuation. These cross checks consist of the intrinsic value implied by a Gordon Growth Model, a book value comparison approach, implied revenue multiples and analysis of share market trading pre and post the Scheme announcement.

### 5.3. Capitalisation of earnings approach

127. In order to arrive at a Market Value using the capitalisation of earnings methodology, the approach requires assessment of the enterprise value of WPP AUNZ based on:
- Maintainable earnings:** having regard to historical and budget earnings, consideration of any abnormal or non-recurring items and other factors including industry risks, specific growth prospects and the general economic outlook.
  - Earnings multiple:** that reflects the risks inherent in the business. This is required to be assessed including a premium for control that reflects a 100% business ownership and opportunity to realise market participant cost and revenue related synergies.

#### 5.3.1. Selection of multiple type

128. In applying the capitalisation of earnings approach it is common to use earnings before interest, taxation, depreciation and amortisation (EBITDA) or earnings before interest and taxation (EBIT) as the appropriate level of earnings to capitalise. We have chosen EBITDA as the appropriate measure of earnings as this:
- Eliminates distortions that the differences in depreciation and amortisation policies may cause.
  - Eliminates the effects of gearing and provides a value which is independent of the current funding structure of the company.
  - Removes the effect of different taxation regimes and taxation benefits that may be available to the company.

#### 5.3.2. Maintainable earnings assessment

129. The underlying principle of an earnings-based valuation approach is that the value of the business is based on its maintainable earnings. The estimated maintainable earnings should reflect an 'average' of the current expected earnings with variability around this average and growth factored into the adopted capitalisation multiple.
130. We have assessed the maintainable earnings as set out below based on the WPP AUNZ Management budget adjusted where appropriate to calculate the EBITDA to which WPP AUNZ is entitled (vs headline EBITDA).

##### Maintainable earnings calculation

AUD millions	
FY21 Budget Net Sales	645.7
FY21 Budget EBIT	91.5
Add: FY21 Budget D&A	16.0
FY21 Budget EBITDA <sup>1</sup>	107.5
Less: NCI EBITDA	(3.0)
<b>FY21 EBITDA</b>	<b>104.4</b>
<b>FY21 EBITDA margin %</b>	<b>16.2%</b>

Note 1: On a pre-IFRS16 basis  
Source: PwC Analysis, Management Information

131. In selecting the maintainable earnings range, we considered the following:
- The historical normalised headline EBITDA as outlined above. Over recent years, WPP AUNZ reported earnings have been impacted by a number of one-off significant costs associated with recent restructurings and acquisitions as part of the WPP AUNZ's simplification strategy. These costs are not expected to be incurred on an ongoing basis and as such we have used the headline figures rather than the reported earnings to exclude these one-off costs.

- b. During FY20 and for a portion of the forecasts for FY21, WPP AUNZ's operations have been significantly impacted by the COVID-19 pandemic as the economic climate has reduced clients' advertising budgets and discretionary spend. Since WPP AUNZ's peers operating in the same industry and the impact of COVID-19 has been experienced globally, we have not normalised for this impact.
- c. The ongoing transformation process and cost saving initiatives undertaken by management are expected to be maintained, with WPP AUNZ using COVID-19 as an opportunity to right-size the business and adopt a more efficient operating model to use going forward.
- d. WPP AUNZ has a number of consolidated investments which contribute to EBITDA but which WPP AUNZ does not wholly own. We have therefore adjusted for the non-controlling interest (NCI). We have performed a consistent adjustment for the peers which have been used to determine our earnings multiple below where possible.
132. We have considered the reasonableness of the assessed maintainable earnings range having regard to:
- a. **Benchmark peer's growth:** The revenue growth of the peers in the range of 1.8% to 9.1% for FY21 and the majority of peers are projecting a return to FY19 Net Sales by FY21. This compares to revenue growth of 5.8% projected by WPP AUNZ.
- b. **Industry revenue forecasts:** IBISWorld projects 4% to 5% growth in revenue for FY21 which is in line with WPP AUNZ forecast.
- c. **Benchmark peers' margin:** The majority of peers are assuming margin improvement back to pre-COVID-19 levels. WPP AUNZ is assuming the improvement in FY21 margins as a result of a cost-out program margins sustained and enhanced going forward.
- d. **EBITDA compared to historical levels:** WPP AUNZ is forecasting to return to FY19 levels for FY21 which is reflective of continued challenges to revenue in Q1 and Q2 tempered by strong recovery in Q3 and Q4 and new client's revenue through the implementation of the transformation program.
- e. **Earnings guidance:** WPP AUNZ has released earnings guidance suggesting EBITDA of \$100 million to \$110 million to be achieved in FY21.
133. Based on the above factors, we consider the adopted maintainable earnings to be reasonable.

### 5.3.3. Earnings multiple assessment

134. In selecting an appropriate earnings multiple, we have considered earnings multiples observed from share market trading of listed companies with operations comparable to WPP AUNZ and the implied earnings multiples paid to acquire companies with operations comparable to WPP AUNZ.
135. Earnings multiples derived from share market trading do not reflect the Market Value for control of a company as they are based on trades of single shares or small parcels of shares in the subject companies. The difference between the Market Value of a controlling interest and a minority interest is referred to as the premium for control. We have adjusted for this separately by applying a control premium which is explained further below.

#### 5.3.3.1. Market trading multiples

136. We conducted a global search for integrated media companies comparable to WPP AUNZ and identified a small number of listed companies with operations comparable but not identical to WPP AUNZ.
137. Our comparable company group includes:
- a. WPP AUNZ itself based on trading evidence prior to the announcement date.
- b. WPP plc, as its earnings include WPP AUNZ, and also because it undertakes similar operations to WPP AUNZ albeit in a significantly larger scale and market.
- c. Domestic peers consisting of integrated media agencies such as IVE and Enero.
- d. Large global peers such as Omnicom, Publicis, Dentsu, Interpublic and Hakuhodo.

e. Other smaller international peers such as Next Fifteen Communications and M&C Saatchi.

138. Set out in the table below are the implied EBITDA multiples of the companies we identified.

**Benchmark listed peers valuation data**

Company	Category	EV (\$m)	EBITDA margin (%) <sup>2</sup>	Forecast growth <sup>3</sup>	FY+1 EV/EBITDA <sup>4</sup>
WPP AUNZ <sup>1</sup>		488	12.9%	n/a	5.7x <sup>1</sup>
WPP plc	e	23,024	16.7%	4.9%	6.8x
<b>Australian integrated agencies</b>					
IVE	a	304	11.1%	4.5%	3.9x
Enero	b	179	25.3%	3.6%	5.6x
<b>Global integrated agencies</b>					
Omnicom	d	19,041	13.8% <sup>5</sup>	5.0%	6.9x
Publicis	d	22,556	18.1%	(1.0%)	7.7x
Dentsu	d	17,752	6.7%	0.6%	8.4x
Interpublic	d	15,399	15.8%	3.2%	8.4x
Hakuhodo DY	d	7,549	20.6%	10.4%	10.5x
Next Fifteen Communications	f	1,110	19.3%	8.6%	11.1x
M&C Saatchi	c	227	8.9%	(2.5%)	5.9x
<b>Median – narrow set</b>			<b>11.1%</b>	<b>3.6%</b>	<b>5.6x</b>
<b>Mean – narrow set</b>			<b>15.1%</b>	<b>1.9%</b>	<b>5.1x</b>
<b>Median – broad set</b>			<b>16.7%</b>	<b>4.1%</b>	<b>7.3x</b>
<b>Mean – broad set</b>			<b>15.8%</b>	<b>3.7%</b>	<b>7.5x</b>

Note 1: WPP AUNZ enterprise value is on the basis of undisturbed market capitalisation prior to the Announcement of the Original Proposal. Due to lack of broker coverage or longer term guidance prior to the announcement of the Original Proposal, EV/EBITDA multiple presented is on an LTM basis for reference and excludes the impact from discontinued operations.

Note 2: EBITDA Margins are presented on a net sales, pre-IFRS16 LTM basis

Note 3: Revenue growth refers to FY+1 growth on a net sales basis

Note 4: EBITDA multiples are presented on a pre-IFRS 16 basis and with enterprise value exclusive of leases and exclusive of interests.

Note 5: Omnicom margin represents % of total revenue rather than net sales

Note 6: FY+1 refers to next fiscal year relative to WPP AUNZ's next fiscal year of 1 January 2020 to 31 December 2020

Note 7: Broad set metrics exclude WPP AUNZ

Source: S&P CapitalIQ, Financial Statements and listed announcements, PwC Analysis as at 24 February 2021

139. A full list containing the description and details of the comparable companies considered in our analysis is provided in Appendix 1.

140. We note in regard to our analysis above we have aligned the financial years of the comparable companies with (to the extent possible) the financial year of WPP AUNZ (being calendar years). We consider this important in the current environment as the operating environment has fluctuated significantly over time post the onset of the COVID-19 pandemic in February 2020.

141. In addition to the calendarisation of multiples explained above we have adjusted the multiples for the non-controlling interest (i.e. to remove consolidated earnings that the peers are not entitled to) to ensure consistency with earnings of WPP AUNZ.

142. The earnings multiples have been presented on a pre IFRS16 basis by removing all leases in the calculation of net debt and adjusting EBITDA to remove a rental lease expense. As the multiples are on a forward basis, we adjusted the EBITDA by applying the ratio of rent to revenue observed in FY19 to FY21 revenue. This proxy is required since broker data is performed on a post-IFRS 16 basis but WPP AUNZ forecasts are pre-IFRS16.

143. Of the comparable companies identified, we consider IVE, Enero, M&C Saatchi and Publicis to be the most comparable peers. We have considered the following key value drivers when considering most relevant peers.

a. **Business model and capital intensity:** Companies with business models that require less capital expenditure (capex) or working capital trade at higher multiples than capital intensive companies due to the decreased reinvestment required to scale and grow future earnings. Media companies with a

traditional format focus such as broadcast, large format or print are more capital intensive than digital focussed media companies. This factor excluded Next Fifteen from our narrow set.

- b. **Growth prospects:** Companies with a higher growth outlook, all else being equal, trade at higher multiples than their peers with lower growth prospects. We have observed that the comparable multiples are correlated with revenue growth as this is reflective of the expectation of increased market share and growth opportunities. WPP has stronger forecast growth than a number of the peers.
  - c. **Profitability:** Companies that trade with higher margins tend to trade at higher multiples than less profitable companies as these companies tend to have more pricing power in the market, and/or have greater capacity to absorb higher costs which may be imposed on the business. The higher margins can also be viewed as a proxy for higher returns and thus businesses with higher margins would be more valuable. WPP AUNZ EBITDA margin is at the median of the narrow set.
  - d. **Diversification and scale:** Companies with greater product and/or geographic diversification (which also tend to be larger) can, all else being equal, trade at higher multiples than smaller companies. This is because the products and markets diversification can equate to a business being insulated from specific risks (which may only impact a particular product or market) or because their large size gives them a scale advantage (for example, being able to tender for large media contracts with multinational clients). This is significant factor for valuation and absent other factors we would expect this to result in WPP AUNZ trading at a significant discount to the larger peers. On balance with other factors, this excluded Omnicom, Dentsu, Publicis, Hakuhodo and Interpublic from our narrow set given these peers are more diversified.
144. In regard to the narrow and most comparable set of comparable companies to WPP AUNZ, we note the following observations:
- a. IVE engages in the marketing, communication services and print business in Australia. IVE has operations similar in size to WPP AUNZ. IVE however has a less diversified client mix, with speciality at providing services to the health sector. IVE has higher growth prospects, counterbalanced however by a lower margin and higher capex percentage of EBITDA which highlights the company's greater exposure to print media. Given these factors we would expect IVE to trade at a multiple slightly lower to WPP AUNZ.
  - b. Enero is an integrated marketing and communications company based in Australia, with operations across advertising and communications services similar to WPP AUNZ. Enero however is smaller and less diversified than WPP AUNZ. Enero currently has lower growth prospects although Enero trades at a significantly higher EBITDA margin. With regard to these factors and all else being equal, we would expect Enero to trade at a multiple similar to WPP AUNZ.
  - c. M&C Saatchi provides advertising and marketing services across Europe, the Middle East, Africa, Asia, Australia and the Americas with the company predominately offering media buying, branding and PR services. M&C Saatchi has a broader geographic presence than WPP AUNZ, although is smaller in size. M&C Saatchi, being considerably impacted by COVID-19 due to its greater events and brand activation services has lower growth prospects than WPP AUNZ. M&C Saatchi has a lower margin to WPP AUNZ. On balance with the above factors we would expect M&C Saatchi to trade at a multiple similar to WPP AUNZ.
145. With reference to the remaining broader set of comparable companies we note:
- d. WPP plc, Omnicom, Dentsu, Interpublic, Publicis and Hakuhodo have significant operations globally and have access to a large target market of clients and greater access to growth prospects. With WPP AUNZ not having any significant margin or business model advantage we would expect these companies to trade at multiples higher than WPP AUNZ.
  - e. Given the similarities in operating models, brands and management between WPP AUNZ and WPP plc, WPP's plc multiple could be assumed to be a ceiling to WPP AUNZ. However we consider it appropriate to consider the WPP plc diversification and significantly larger size relative to WPP AUNZ. As such, this could be reasonably assumed to be a ceiling for the appropriate multiple for WPP AUNZ.
  - f. Next Fifteen Communications although comparable to WPP AUNZ as a diversified communications agency derives a more significant portion of its revenue from digital, comparative to WPP AUNZ and

subsequently has lower capital requirements. As WPP AUNZ does not hold any growth, size or profitability advantage relative to Next Fifteen Communications, we would expect Next Fifteen Communications to trade at a multiple higher than WPP AUNZ.

#### 5.3.3.2. Precedent transactions

146. Transaction multiples are generally calculated with reference to historical earnings, and as a result, all things being equal, we would expect the transaction multiples (particularly where control is transferred) to be higher than the unadjusted current or forecast trading multiples observed for listed comparable companies.
147. We identified a number of transactions involving businesses similar to WPP AUNZ. However, all of the transactions involving similar companies we identified had the following limitations:
  - a. Transactions observed were typically larger multinational agencies acquiring or divesting smaller specialist digital or data boutique firms such as the sale of Kantar Global to Bain Capital plc. These companies trade at higher multiples due to stronger growth opportunities and favourable industry dynamics and as a result are not comparable.
  - b. The observations pre-dated the COVID-19 pandemic and in market conditions which were more favourable relative to current trading conditions.
  - c. The majority of the transactions observed were for targets operating in overseas markets. These targets have differing addressable market and growth opportunities and operate under varied regulatory and industry dynamics which limits comparability.
  - d. We have also considered the multiples for historical WPP AUNZ acquisitions but due to the dated nature and smaller size of these acquisitions we have not included these in our analysis.
  - e. A number of the transactions were for larger businesses than WPP AUNZ and therefore expected to trade at a premium.
148. Given the above, we did not place significant reliance on the transaction multiples.

#### 5.3.3.3. Selected multiple

149. Based on the above analysis of the comparable companies outlined above, we have adopted an EBITDA multiple (on a non-controlling basis) in the range of 5.0x to 6.0x due to the following reasons:
  - a. WPP AUNZ's operations are significantly smaller in size and diversification relative to its global peers including WPP plc.
  - b. WPP AUNZ does not hold any significant margin or operating model advantage relative to its broader peer group.
  - c. WPP AUNZ had been significantly impacted by COVID-19 relative to its global peers with more diversified operations across a broad range of products and markets.
  - d. WPP AUNZ is the market leader relative to its local peers in the industry segments in which it operates.
  - e. A large portion of WPP AUNZ peers are based overseas with a larger addressable market and more favourable growth opportunities.
  - f. WPP AUNZ although transforming to a more digital focussed company, WPP AUNZ currently has a significant volume of sales attributable to traditional media offerings relative to some of its more digitally orientated peers.

## 5.4. Equity value adjustments

150. To derive the value of the equity in WPP AUNZ, we have adjusted the assessed enterprise value under the capitalisation of earnings approach for net debt and debt-like liabilities and a premium for control.

### 5.4.1. Net debt and debt-like liabilities

151. To derive the value of the equity in WPP AUNZ for the purposes of comparison to the Aggregated Scheme Consideration we have then adjusted the assessed enterprise value for the level of net debt inclusive of earnouts held by WPP AUNZ at 31 December 2020. Additionally we have considered debt-like liabilities such as an adjustment to a 'normal' level of working capital, cash settlement of options and transaction costs related to the Scheme.
152. This is a projected balance sheet and reflects the unwinding working capital position after Q1 FY21.

#### Proxy balance sheet at Completion Date

AUD millions	
Cash	63.5
Debt	(75.0)
Earnouts	(5.7)
<b>Net debt</b>	<b>(17.2)</b>
NWC adjustment	(50.0)
Cash settlement of options	(10.4)
Transaction Costs	(5.2)
<b>Net debt and debt-like items</b>	<b>(82.8)</b>

Source: WPP AUNZ Final 2021 Budget, WPP AUNZ Annual Reports

- Earnout liabilities relate to payments for agreements in place regarding historical transactions which are treated like a debt like item given they represent present obligations.
- Due to lower activity and sales around year-end, Management of WPP AUNZ have implemented capital management strategies to enhance the cash-flow, with WPP AUNZ typically loss making in January. The NWC adjustment reflects the increase to a 'normal' level of working capital with the differential expected to unwind later in Q1 FY21.
- Transaction costs reflect the associated liabilities which are payable upon completion of the Scheme such as financial advisor fees, legal fees and other related professional services.
- Given soft Q1 trading generally experienced there is not expected to be a material change to retained profit.
- As at 31 December 2020, WPP AUNZ had approximately 14 million rights and 4 million options outstanding. Management have advised these rights and options are to be cash settled, which represents a liability to WPP AUNZ at completion. Cash settlement of rights are to be at \$0.70 per share, options at \$0.09 (being the difference between total cash payment under the Aggregated Scheme Consideration of \$0.70, and a strike price of \$0.61). This approximates the dilution created by the settlement of the options and rights on the valuation which vest upon the implementation of the Scheme. For the unvested Performance Rights, this can either be captured as we have done, using the adjustment as a proxy for the 'true-up' of the number of shares outstanding adjustment required which relates to the unvested performance rights, or by explicitly adjusting the shares outstanding calculation. The impact of either approach is equivalent.

### 5.4.2. Other considerations: surplus assets

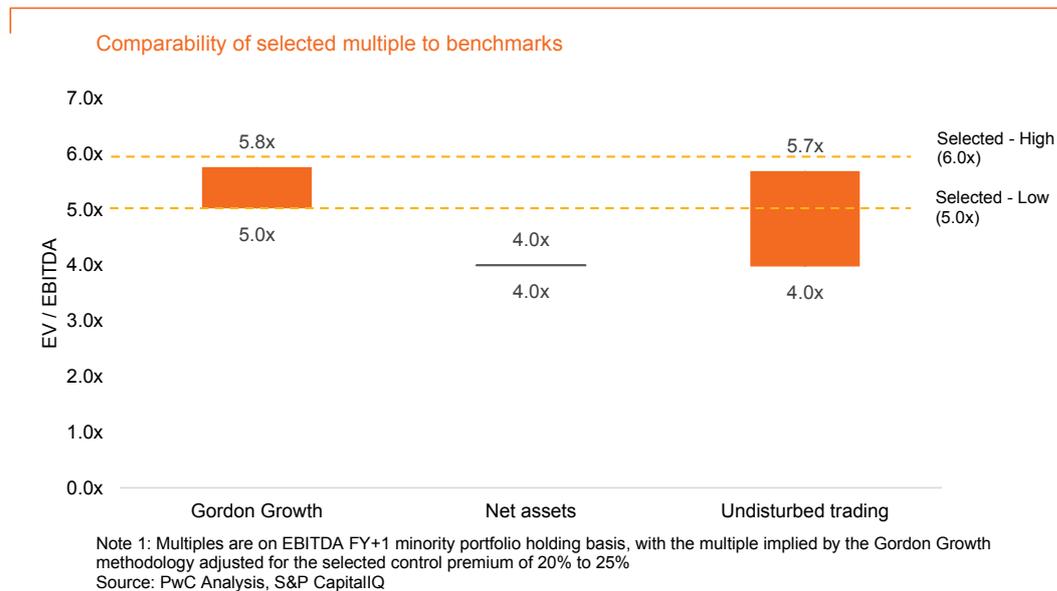
153. WPP AUNZ has a franking credit balance which can be attached to dividends distributed. We have not ascribed a value for these surplus franking credits as the only ones available to be distributed will be included in the fully franked dividend to be paid before the Scheme will be completed. We have not included the value of these franking credits from the Aggregated Scheme Consideration. In order to make our valuation of a WPP AUNZ share consistent with the Aggregated Scheme Consideration we have also excluded these franking credits from surplus assets.

### 5.4.3. Adjustments for control premium

154. A premium for control is applicable when the acquisition for control of a company would give rise to benefits such as:
  - a. Control of the Board of Directors of the company.
  - b. Control of all the decision making and strategy.
  - c. Access to opportunity to realise revenue and cost synergies.
  - d. Access to cash flows.
  - e. Access to tax benefits.
155. Publicly available research indicates that the average equity control premium in Australia across all industries for full control has been in the order of 20% to 50%. The range observed among other comparable transactions and market studies for services related companies across the ASX within the last decade based on data from the MergerStat, Business Valuation Review Control Premium Study was at the low end of the broader market.
156. The control premium observed varies widely depending on the circumstances and may, in some circumstances, include an element reflecting a strategic premium paid by purchasers. While WPP plc already controls WPP AUNZ, this is not included in our analysis since we are considering the Market Value from a market participant perspective.
157. These strategic premiums are specific to the acquirer and exist where an investor expects to be able to enhance cash flows by realising synergistic benefits by merging the acquired business with their existing business, and again is willing or must share that benefit with the selling WPP AUNZ Shareholders. Generally speaking, the acquirer will be reluctant to pay above the value of potential buyer synergies. Nevertheless, in a competitive bidding environment, the price paid will include some element of expected synergies and therefore include a strategic control premium.
158. Prior to the Scheme, WPP plc held a controlling 61.5% stake in WPP AUNZ. However due to the shareholding structure, WPP plc was unable to effectively deploy funds and assistance to WPP AUNZ in the same instance as if WPP AUNZ was a wholly owned subsidiary. Based on this evidence we believe a control premium exists within the premium implied by the Aggregated Scheme Consideration which relates to the 100% controlling stake of WPP AUNZ in addition to a portion of strategic synergies related to reduced corporate costs.
159. Management have estimated the annualised value of the cost synergies to be c.\$5.6 million. As these costs relate generally to a reduction in corporate expenditure with a simplified shareholding structure, we would expect that majority of potential purchasers of a 100% interest would be able to realise similar synergies and accordingly it is likely that a large amount of these synergies would be included in the applicable control premium.
160. Based on the above, we have selected a control premium of 20% to 25%, which is towards the bottom to middle of the range observed from the MergerStat, Business Valuation Review Control Premium Study. This reflects the lower stake sought in the transaction and the limited amount of synergies available to a potential purchaser which predominately relate to removal of compliance and listing fees.

### 5.5. Valuation cross-checks

161. We compared the selected multiple to a number of other cross checks and benchmarks as presented in the figure below.



### 5.5.1. Intrinsic value - Gordon Growth Model

162. The Gordon Growth Model or dividend discount model is a stock valuation methodology that calculates a stock's intrinsic value, disregarding current market conditions by modelling a constant series of cash flows into perpetuity. As WPP AUNZ has not prepared forecasts beyond FY21 we have used this model as a cross check to our Market Value implied by the capitalisation of earnings methodology.
163. We note the model is limited in its application and assumes that the company's business model is mature with a consistent growth profile and capital structure and that the company's free cash flow is paid as dividends.
164. To assess a value under this method it requires the determination of the following:
- A maintainable series of free cash flow.
  - An appropriate discount rate to be applied to the future cash flows.
  - An estimate of the long term growth rate in which the cash flows grow into perpetuity.
165. Our considerations on each of these factors are set out below.

#### 5.5.1.1. Future cash flows

166. We used our assessed maintainable EBITDA for the basis of future cash flows under the Gordon Growth Model on the basis that this is a maintainable level of earnings that reflects a steady state of operations for WPP AUNZ. To adjust the maintainable EBITDA to a free cash flow to the firm required under the model, we applied the following assumptions:
- Consideration of the EBITDA and EBIT margins in the FY21 earnings to adjust the earnings from a maintainable EBITDA to EBIT.
  - Consideration of historical capital expenditure requirements as a proxy for forecast requirements as a proxy for forecast required capital expenditure.
  - Tax assumed at the Australian corporate tax rate of 30%.
  - Working capital has historically been negative due to capital management initiatives from WPP AUNZ. We have assumed the historical levels of NWC to sales ratio implied by historical trading from FY18 to FY19.

### 5.5.1.2. Long-term growth rate

167. In estimating the long-term growth rate for WPP AUNZ, we had regard to the longer term expectations of industry growth across the media and communications industry as well as inflation targets set by the Reserve Bank of Australia. We consider an appropriate estimate to be 2% (this has been consistently adopted as the implicit inflation in the risk free input to our discount rate).

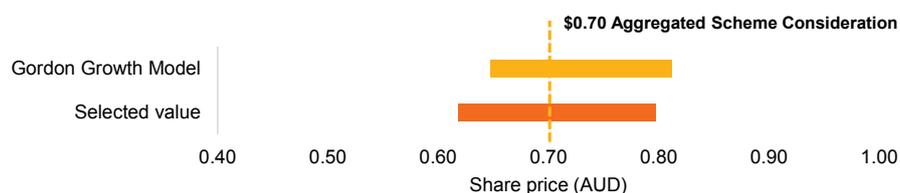
### 5.5.1.3. Discount rate

168. The discount rate used to equate the future cash flows to a present value reflects the risk adjusted rate of return demanded by a hypothetical investor. We have selected a discount rate being a weighted cost of capital range of 11.0% to 13.0%. In selecting this range we considered:
- The required rate of return for comparable companies.
  - A normalised risk-free rate of 3.0%, reflective of the inflation assumptions implied by the long term growth rate in addition to a 1.0% yield with reference to the Reserve Bank of Australia's 20yr zero-coupon bonds.
  - An Australian equity market risk premium of 6.0% based on PwC consensus and external studies.
  - An asset beta of 1.10 to 1.30, based on weekly comparable company observations over the past two years, excluding the period of extreme volatility between 20 February 2020 and 30 April 2020.
  - A small cap premium of 1.5% to 2.0% reflective of WPP AUNZ's size relative to ASX and US market studies.
  - A post-tax cost of debt of 3.5% to 3.2%, reflecting a normalised base rate and debt margin.
  - Gearing of 15%, based on gearing observed within comparable companies.
169. Our determined discount rate compares to WPP AUNZ's discount rate disclosed in the 2019 to 2018 annual reports of 10.5% for impairment testing purposes. Given WPP AUNZ operating performance since 2019 and the greater degree of execution risk associated with its transformation strategy we see this rate as supportive to our selected rate.
170. For further detail on our determined discount rate for WPP AUNZ, please refer to Appendix E which steps out this calculation.

### Intrinsic value of a WPP AUNZ share

171. We have presented the indicative value implied by the Gordon Growth Model cross-check comparative to our selected value under the capitalisation of earnings approach below.

#### Comparison of selected value to intrinsic value implied by the Gordon Growth Model



Source: PwC Analysis

172. Having regard to the above, we consider the Gordon Growth model analysis is supportive of our valuation derived under the capitalisation of earnings approach.

### 5.5.2. Net assets comparison approach

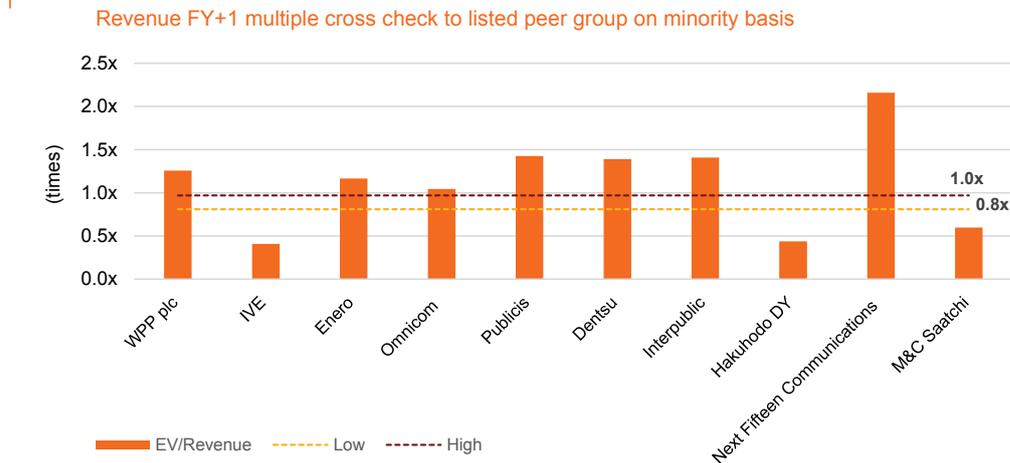
173. WPP AUNZ undertakes an annual impairment exercise to assess the carrying value of its assets relative to the fair value implied by an assessment of its future cash flows, discounted at the required rate of return. The most recent impairment was announced in June 2020.
174. With net assets as at 31 December 2020 being \$329.8 million and current share outstanding of 852.2 million, this implies a Market Value per share of \$0.39.
175. It is important to note that this was conducted during the height of COVID-19 market volatility and lower pricing and excludes any assets which are not on balance sheet (e.g. internally generated goodwill). As such this represents a floor of sorts.

### 5.5.3. Trading price analysis

176. As the shares WPP AUNZ are listed and are adequately liquid, we have considered the prices at which WPP AUNZ shares have traded on the ASX (on a minority basis) as a cross check on our primary valuation approach.
177. The one month VWAP of an WPP AUNZ share prior to the announcement was \$0.40 and shares in WPP AUNZ traded in a range between \$0.20 and \$0.60 over this period with the three month VWAP prior to the announcement being \$0.40.
178. Based on the three month VWAP, our assessed value of a share implies a control premium of between approximately 55% and 99% on a fully diluted basis. Compared to the WPP AUNZ one month VWAP of the implied control premium is between approximately 51% and 94% on a fully diluted basis.
179. The lower level of implied control premium over the one month VWAP relative to the three month VWAP is reflective of WPP AUNZ starting to recover from the economic impacts of COVID-19.
180. The premium of the Offer Price to these VWAPs is partly reflective of the transformation program update which was provided post Scheme Announcement Date. This has been captured in our valuation through the adoption of FY21 earnings which include continued progress of this program.
181. WPP AUNZ share price increased significantly after the Scheme was announced and has traded in the range of \$0.69 to \$0.70 after the Aggregated Scheme Consideration was announced, based on closing prices to 12 February 2021, reflecting the Aggregated Scheme Consideration less a possible discount to factor in the risk of the Scheme not being approved.

### 5.5.4. Implied revenue multiple

182. In addition to the cross checks undertaken above, we also observed the revenue multiple implied by our selected valuation, as set out in the figure below.



Note 1: Revenue presented on a net sales basis  
 Note 2: Omnicom and Hakuodo DY Holdings forecasts revenue on a total basis  
 Note 3: FY+1 refers to next fiscal year  
 Source: PwC Analysis, S&P CapitalIQ

183. Whilst revenue multiples do not account for different cost structures in businesses and thus, in our opinion, for a business like WPP AUNZ can only be used as a cross-check, they form a useful cross-check in the current environment given the impacts of the COVID-19 pandemic and the introduction of IFRS-16 on profitability.
184. The revenue multiples implied by our valuation are within the range of the revenue multiples observed for the listed comparable companies and therefore we consider this supportive to the assessed valuation range.

## 6. Evaluation of the Scheme and conclusion

### 6.1. Assessment of fairness

185. We have assessed the Market Value of an WPP AUNZ share (on a controlling and fully diluted basis) as at the date of this report to be in the range presented in the figure below.

#### Comparison of Aggregated Scheme Consideration to Market Value

	Section	Unit	Low	High
Estimated Market Value of a WPP AUNZ share	5.1	\$	0.62	0.80
Aggregated Scheme Consideration per WPP AUNZ share	1.1	\$	0.70	0.70
<b>Premium / (Discount) of Consideration over a WPP AUNZ share</b>		<b>\$</b>	<b>0.08</b>	<b>(0.10)</b>
<b>Premium / (Discount)</b>		<b>(%)</b>	<b>13.2%</b>	<b>(12.2%)</b>

Source: S&P CapitalIQ, PwC Analysis

186. On the basis that the Aggregated Scheme Consideration<sup>2</sup> is within the range of our assessment of the Market Value of an WPP AUNZ share, we conclude that the Scheme is fair.

### 6.2. Assessment of reasonableness

187. We also conclude that the Scheme is reasonable on the basis that it is fair.
188. We also note the implications of a number of qualitative issues which are generally considered in assessing reasonableness. These issues broadly comprise:
- Whether the Aggregated Scheme Consideration offered under the Scheme includes a premium for acquiring a 100% controlling interest in WPP AUNZ.
  - The likely consequences for Scheme Shareholders if the Scheme is accepted.
  - The likely consequences for Scheme Shareholders if the Scheme is not accepted.
  - The likelihood of a superior offer emerging for the minority interest shareholders in WPP AUNZ than the current Scheme from the perspective of the Scheme Shareholders.

#### 6.2.1. The proposed cash offer enables WPP AUNZ shareholders to realise the value of their investment in WPP AUNZ

189. The Scheme enables WPP AUNZ shareholders to realise the value of their investment in WPP AUNZ at a cash price which incorporates a premium for control. In absence of the Scheme, or similar transaction, WPP AUNZ shareholders could only realise their investment by selling their WPP AUNZ shares on market at a price that excludes a premium for control and would also incur transaction costs in the form of brokerage or through the receipt of future dividends which are not guaranteed.

- 6.2.2. In addition to the cash value of the Aggregated Scheme Consideration, a portion of Scheme Shareholders will be able to realise additional value from the franking credits attached to the \$0.20 fully franked Permitted Dividends. As not all Scheme Shareholders will be able to access this value, we have

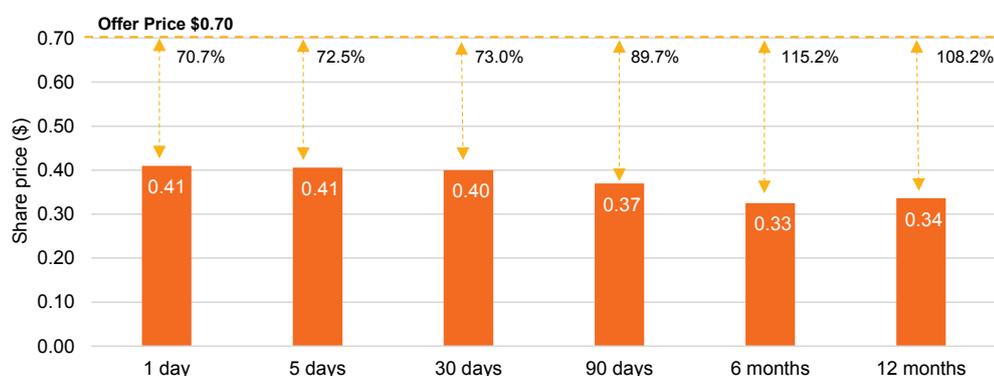
<sup>2</sup> The Aggregated Scheme Consideration includes ordinary and special dividends related to the 31 December 2020 financial year including \$0.044 which is not contingent on the outcome of the Scheme. This will reduce the scheme consideration at the date of the scheme meeting by this amount. It will also reduce our valuation by the same amount as it reduces surplus cash at the same time. As the transaction has been publicly described by the company in the terms of the Aggregate Scheme Consideration, we consider that it best informs investors to maintain consistency with this description. We note that regardless of the treatment of the ordinary dividend, our conclusions would not change.

not explicitly considered it within the assessment of the Aggregated Scheme Consideration, although it provides additional upside for eligible shareholders.

### 6.2.3. The offer is at a premium to the traded price of WPP AUNZ shares prior to the announcement of the proposed Scheme

190. As we have assessed the value of the Aggregated Scheme Consideration to be \$0.70 per Scheme Share based on the cash offered, this implies that a premium for control of approximately 71% to 108% has been included in the Aggregated Scheme Consideration when compared to the historical one month and three month VWAP of WPP AUNZ shares prior to the announcement of the Scheme.

Implied premium of the Aggregated Scheme Consideration to WPP AUNZ recent share trading



Source: S&P CapitalIQ, PwC Analysis

### 6.2.4. Cash offer provides certainty of value being received

191. As the Aggregated Scheme Consideration is cash, shareholders have certainty regarding the value they will realise and when it will be received.
192. Whilst there may be potential future value above the Aggregated Scheme Consideration of \$0.70 per WPP AUNZ share, it is reasonable to conclude that the achievement of that value is uncertain due to business and other risk that WPP AUNZ is exposed to in the ordinary course of business. An assessment of the risks associated with the WPP AUNZ business is detailed in Section 5.5 of the Scheme Booklet.

### 6.2.5. The Independent Board Committee has unanimously recommended the Scheme

193. The IBC has unanimously recommended that Scheme Shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to the Independent Expert opining that the proposed Scheme is in the best interests of Scheme Shareholders.

### 6.2.6. No alternative proposals have been received

194. The Independent Board Committee of WPP AUNZ has advised us that to the best of their knowledge the Aggregated Scheme Consideration under the Scheme Deed with WPP plc is the only offer available to WPP AUNZ shareholders at the date of this report.
195. We cannot exclude the prospect of an alternative proposal or offer on better terms emerging. However the fact that WPP plc already holds a controlling stake in WPP AUNZ may make the emergence of an alternative proposal less likely. In the event that an alternative proposal or offer on better terms emerges

before the Scheme Meeting, Scheme Shareholders will be entitled to vote against the Scheme and pursue other opportunities.

### *6.2.7. If the Scheme is not accepted*

196. If the Scheme is not accepted:
- a. WPP AUNZ will continue to operate as an independent ASX listed company.
  - b. Shareholders will retain their shares in WPP AUNZ and continue to fully share in any benefits and risks associated with being a minority investor in WPP AUNZ, including any benefits that could arise through continued and sustained increase in future earnings.
  - c. The Aggregated Scheme Consideration will not be paid.
  - d. WPP AUNZ will incur transaction costs of approximately \$5.2 million.
  - e. The WPP AUNZ share price increased significantly on the announcement of the Scheme and has traded in a range of \$0.69 to \$0.70 since then (based on closing share prices). We consider that in the absence of the Scheme, an alternative proposal or speculation concerning an alternative proposal, the WPP AUNZ share price may reduce from current levels. In the medium and longer term, the WPP AUNZ share price will reflect the market's assessment of WPP AUNZ's ongoing business model, operating performance as well as general movements in financial markets.

### **6.3. Conclusion**

197. On the basis that our assessed value of the Aggregated Scheme Consideration is within our valuation range for an ordinary share in WPP AUNZ on a controlling basis, we consider that the Scheme is fair.
198. We conclude that the Scheme is reasonable on the basis that it is fair. The Scheme is also considered to be reasonable due to the reasons stated above, in the absence of a higher offer.
199. In conclusion, we therefore consider the Scheme is in the best interests of the Scheme Shareholders on the basis that it is both fair and reasonable.

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## Appendix A. - Statement of qualifications and declarations

### A.1. Qualifications

200. PwC Securities is beneficially owned by the Partners of PricewaterhouseCoopers Australia (PwC). PwC is a member firm of a network of firms of chartered accountants and business advisors. PwC Securities holds an Australian Financial Services Licence under the Corporations Act.
201. Richard Stewart OAM is a Senior Fellow of the Financial Services Institute of Australasia, Chartered Accountants in Australia and New Zealand (CAANZ) and the Society of Certified Practising Accountants in Australia. He is also an adjunct Professor in Business Valuation at the University of Technology, Sydney and is Business Valuations Specialist Accredited, CAANZ. He holds a Bachelor of Economics and a Master of Business Administration. He has 35 years' experience with PwC and extensive experience in preparing valuations and independent expert reports as well as providing merger and acquisition advice. He is also a Partner of PwC and is an Authorised Representative of PwC Securities.
202. Meredith Chester is an Affiliate Member of CAANZ and holds the Chartered Financial Analyst Designation and is Business Valuations Specialist Accredited, CAANZ. She also holds a Bachelor of Business (Accounting) and a Bachelor of Mathematics from Queensland University. She has more than 14 years' experience providing expertise and skills in valuations, mergers and acquisitions, financial investigations and the provision of valuation services for financial reporting and taxation purposes. She is a Partner of PwC and an Authorised Representative of PwC Securities.
203. Richard Stewart and Meredith Chester were assisted by Siobhan Hall and Patrick Bersee in the preparation of this Independent Expert Report.

### A.2. Declarations

204. Prior to accepting this engagement, we considered our independence with respect to ASIC Regulatory Guide 112 Independence of Experts. Accordingly, we considered the extent and nature of other service mandates with WPP plc and WPP AUNZ, and noted no assignments related to this transaction and none were material to the interests of any PwC firm. In our opinion, we are independent of WPP AUNZ and the outcome of the transaction.
205. Neither PwC Securities nor PwC has any interest in the outcome of the Scheme. PwC Securities is entitled to receive a fee for the preparation of this Independent Expert's Report based on time spent at our normal hourly rates for this type of work and will be reimbursed for out of pocket expenses incurred. The fee payable to us is payable regardless of the outcome of the Scheme. None of PwC Securities, PwC, Messrs Stewart, and Ms Chester holds securities in WPP AUNZ and have not held any such beneficial interest in the previous two years.
206. A draft of this report was provided to the IBC for a review of factual accuracy on 5 February 2021 with a final draft provided on 22 February 2021. No changes to our opinion arose as a result of this review.

### A.3. Purpose of report

207. This Independent Expert's Report has been prepared at the request of the Directors of WPP AUNZ and should not be used for any other purpose. In particular, it is not intended that this Independent Expert's Report should serve any purpose other than an expression of our opinion on whether the Scheme is fair and reasonable to WPP AUNZ Shareholders. This Independent Expert's Report has been prepared solely for the benefit of the Directors of WPP AUNZ and for the benefit of the existing WPP AUNZ Shareholders.

#### A.4. Special note regarding forward-looking statements and forecast financial information

208. Certain statements in this Independent Expert's Report may constitute forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements of WPP AUNZ to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include, among other things, the following:
- General economic conditions.
  - The future movements in interest rates and taxes.
  - The impact of global pandemics such as COVID-19, terrorism and other related acts on broader economic conditions.
  - Changes in laws, regulations or governmental policies or the interpretation of those laws or regulations to WPP AUNZ in particular.
  - Other factors referenced in this Independent Expert's Report.

#### A.5. Indemnity

209. In preparing this Independent Expert's Report, WPP AUNZ has indemnified PwC Securities, PwC and its employees, officers and agents against any claim, liability, loss or expense, cost or damage, including legal costs on a solicitor client basis, arising out of reliance on any information or documentation provided by WPP AUNZ which is false and misleading or omits any material particulars or arising from a failure to supply relevant documentation or information.
210. In addition, WPP AUNZ has agreed that if it makes any claim against PwC or PwC Securities for loss as a result of a breach of our contract, and that loss is contributed to by its own actions, then liability for its loss will be apportioned having regard to the respective responsibility for the loss, and the amount WPP AUNZ may recover from PwC Securities will be reduced by the extent of its contribution to that loss.

#### A.6. Consent

211. PwC Securities has consented in writing to this report in the form and context in which it appears being included in the Target Statement which will be issued by the Directors of WPP AUNZ and which will be distributed to WPP AUNZ Shareholders.
212. Neither PwC Securities nor PricewaterhouseCoopers has authorised or caused the issue of all or any part of the Target Statement other than this report. Neither the whole nor any part of this report nor any reference to it may be included in or with or attached to any other document, circular, resolution, letter or statement without the prior consent of PwC Securities to the form in which it appears.

#### A.7. APES 225 "Valuation Services"

213. This Independent Expert Report has been prepared in accordance with APES 225 'Valuation Services'.

## Appendix B. - Sources of information

214. In preparing this Independent Expert's Report, we have had access to and relied upon major sources of information, including:
- a. ASX announcements for WPP AUNZ.
  - b. Annual Reports (audited) ended 31 December from 2018, 2019 and 2020 of WPP AUNZ.
  - c. WPP AUNZ FY20 analyst results release prepared by WPP AUNZ.
  - d. Final Budget Document for FY21 prepared by Management.
  - e. Discussions with management and the advisers to WPP AUNZ.
  - f. Other information provided by management of WPP AUNZ.
  - g. Information obtained from Bloomberg, Capital IQ, Mergerstat, Broker Reports and IBISWorld Industry Reports.
  - h. Other publicly available information including information from websites.
215. We have not performed an audit, review or any other verification of the information presented to us. Accordingly, we express no opinion on the reliability of the information supplied to us.
216. In forming our opinion PwC Securities has assumed that:
- a. matters such as compliance with laws and regulations and contracts in place are in good standing and will remain so and that there are no material legal proceedings, other than as publicly disclosed.
  - b. the information set out in the Scheme announcement by WPP AUNZ to the ASX is complete, accurate and fairly presented in all material aspects.
  - c. the publicly available information relied on by PwC Securities in its analysis was accurate and not misleading.
217. In addition, PwC Securities assumes no responsibility and offers no legal opinion or interpretation on any issue in respect of legal issues relating to assets, properties, or business interests or issues regarding compliance with applicable laws, regulations and policies.

## Appendix C. - Comparable companies

218. A brief overview of each of the comparable companies (source: Capital IQ) is provided below:

Company	Description
IVE Group Limited	IVE Group Limited engages in the marketing, communications, and print businesses in Australia. The company provides conceptual and creative design across print, mobile, and interactive media; and personalized communications, including marketing automation, marketing mail, publication mail, e-communications, multi-channel solutions, and call centre services. IVE Group Limited was founded in 1921 and is based in Sydney, Australia.
Enero Group Limited	Enero Group Limited provides integrated marketing and communication services in Australia, the United Kingdom, rest of Europe, and the United States. Its services include strategy, market research and insights, advertising, digital, public relations, communications planning, designing, events management, direct marketing, corporate communications, and programmatic media. The company was incorporated in 2000 and is based in Pymont, Australia.
Omnicom Group Inc.	Omnicom Group Inc., together with its subsidiaries, provides advertising, marketing, and corporate communications services. It provides a range of services in the areas of advertising, customer relationship management, public relations, and healthcare. The company's services include advertising, branding, content marketing, corporate social responsibility consulting, crisis communications, custom publishing, data analytics, database management, digital/direct marketing, digital transformation, entertainment marketing, experiential marketing, field marketing, financial/corporate business-to-business advertising, graphic arts/digital imaging, healthcare marketing and communications, and in-store design services. The company is based in New York, New York.
Publicis S.A.	Publicis Groupe S.A. provides marketing, communication, and digital transformation services in North America, Europe, Asia Pacific, Latin America, Africa, and the Middle East. The company operates as advertising agencies that offer billboard, television, radio, and press advertising services, as well as advertising solutions through digital channels under the Publicis Worldwide, Saatchi & Saatchi, Leo Burnett, Marcel, Fallon, and BBH brands; and provides crisis communications, media relations, public affairs, financial communications, and strategy and event management services, as well as digital marketing services. Publicis Groupe S.A. was founded in 1926 and is headquartered in Paris, France.
Dentsu Group Inc.	Dentsu Group Inc. operates in the advertising business in Japan and internationally. The company offers advertising services, including newspapers, magazines, radio, television, internet, sales promotions, movies, outdoors, transportation, and other advertising operations and advertising expressions. Dentsu Group Inc. was founded in 1901 and is headquartered in Tokyo, Japan.
The Interpublic Group of Companies, Inc.	The Interpublic Group of Companies, Inc. provides advertising and marketing services worldwide. It operates through two segments, Integrated Agency Networks and Constituency Management Group. The company offers consumer advertising, digital marketing, communications planning and media buying, public relations, and specialized communications disciplines, as well as data management services. The company was formerly known as McCann-Erickson Incorporated and changed its name to The Interpublic Group of Companies, Inc. in January 1961. The Interpublic Group of Companies, Inc. was founded in 1902 and is headquartered in New York, New York.
Hakuhodo DY Holdings Inc.	Hakuhodo DY Holdings Inc., through its subsidiaries, operates as a marketing services company in Japan and internationally. It offers planning, production, marketing, public relations, and other services related to the presentation of advertising in various media, such as newspapers, magazines, radio, television, and digital media. Hakuhodo DY Holdings Inc. was founded in 2003 and is headquartered in Tokyo, Japan.
Next Fifteen Communications Group plc	Next Fifteen Communications Group plc provides communications services in the United Kingdom, Europe, the Middle East, Africa, the United States, and the Asia Pacific. It offers strategy and insight, online marketing, corporate and internal communications, media training, brand and message consultancy, market research, digital, marketing communications, and creative and content, as well as public, media, analyst, and investor

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relations services; and digital and technology products and services. The company provides its services under the agent3, Encore Digital Media, Publitek, Beyond, Savanta, M Booth, Archetype, Together, ODD, The Blueshirt Group, The OutCast Agency, Velocity, Elvis, Brandwidth, Activate, Planning-inc, Palladium, and Mighty Social brands. Next Fifteen Communications Group plc was founded in 1981 and is based in London, the United Kingdom.

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M&C Saatchi  
plc

M&C Saatchi plc provides advertising and marketing services in Europe, the Middle East, Africa, Asia, Australia, and the Americas. The company offers its services in the areas of media buying, direct marketing, talent management, mobile marketing, research agency, Website construction, branding and digital marketing, design, marketing strategy, finished art and production management, marketing consultant, and sport sponsorship and entertainment PR agency. The company was founded in 1995 and is headquartered in London, the United Kingdom.

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## Appendix D. - Comparable transactions

219. A brief overview of each of the companies acquired in the comparable transactions are provided below:

Date closed	Target	Buyer	Transaction Value (AUD m) <sup>2</sup>	Percent Sought	EV/EBITDA <sup>1</sup>
Dec-19	The Kantar Group	Bain Capital Private Equity, LP	4,757.1	60%	8.2x
Oct-19	Firewood Marketing	MediaMonks B.V.	222.9	100%	14.6x
Jul-19	Epsilon Data Management	Publicis Groupe, MMS	6,126.6	100%	8.2x
Dec-18	MightyHive, Inc.	Oceania Capital, Wheatley	230.7	100%	13.5x
Apr-18	Daehong Communications	LOTTE Corporation	492.9	100%	5.0x
Feb-18	YuMe, Inc.	RythmOne plc	232.8	100%	8.1x
Dec-17	Goldbach Group AG	Tarmedia AG	327.7	100%	4.4x
Jul-17	Havas SA	Vivendi SA	3,415.0	59%	12.0x
Jul-16	TYO Inc.	AOI TYO Holdings Inc.	215.7	100%	4.5x
<b>Minimum</b>					<b>4.4x</b>
<b>Median</b>					<b>8.2x</b>
<b>Average</b>					<b>8.7x</b>
<b>Maximum</b>					<b>14.6x</b>

Note 1: Presented on an LTM basis

Note 2: Total transaction value has been calculated as the total consideration paid for the enterprise value of the target and includes any assumption of debt.

Source: S&P CapitalIQ

### 6.3.1. Target Description

Company	Description
<b>The Kantar Group Limited</b>	The Kantar Group Limited provides audience measurement and media research services. The company offers consulting services on brand development and marketing insight.
<b>Firewood Marketing Inc.</b>	Firewood Marketing, Inc. operates as a digital marketing and creative agency. The company offers creative, strategy and planning, performance media, and technology services. The company was founded in 2010 and is headquartered in San Francisco, California. As of October 28, 2019, Firewood Marketing, Inc. operates as a subsidiary of MediaMonks B.V.
<b>Epsilon Data Management, LLC</b>	Epsilon Data Management, LLC provides marketing solutions that integrate data, creativity, and technologies for advertisers. Its marketing services include strategic consulting services, including marketplace assessment, competitive analysis, implementation design and process plan, marketing mix allocation and investment justification, measurement criteria and projections, prime prospect profiles, targeting, and customer experience design; and analytic consulting services, such as marketing attribution and opportunity assessment, customer/prospect profiling and segmentation, predictive modelling, marketing measurement, analysis, and optimization. The company was founded in 1969 and is headquartered in Irving, Texas with locations in North America, Europe, and the Asia Pacific. As of July 1, 2019, Epsilon Data Management, LLC operates as a subsidiary of Publicis Groupe Holdings B.V. and MMS USA Investments, Inc.
<b>MightyHive</b>	MightyHive, Inc. provides online advertising and marketing services. The company offers call centre remarketing, offline action remarketing, direct mail campaigns, and website remarketing services. It serves businesses, marketers, and agencies. MightyHive, Inc. is based in the United States. It also has offices in Auckland, Bangkok, Hong Kong, Jakarta, Melbourne, Seoul, Singapore, Sydney, and Tokyo, as well as in Mumbai, India. As of December 24, 2018, MightyHive, Inc. operates as a subsidiary of S4 Capital plc
<b>Daehong Communications Inc.</b>	Daehong Communications Inc. provides marketing communication services. The company's services include creative solutions, marketing strategic solutions, media solutions, BTL solutions, digital solutions, and design marketing solutions, as well as marketing research, media, global strategies, PR, data services, and promotions. The company was founded in

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	1982 and is based in Seoul, South Korea. As of April 1, 2018, Daehong Communications Inc. operates as a subsidiary of LOTTE Corporation
YuMe, Inc.	YuMe, Inc., along with its subsidiaries, provides digital video brand advertising solutions in the United States and internationally. It reaches audiences on any connected TV or digital screen with programmatic brand advertising solutions that increase brand favourability and sales. It also offers software to monetize professionally-produced content and applications for digital media properties. YuMe, Inc. was founded in 2004 and is headquartered in Redwood City, California. As of February 1, 2018, YuMe, Inc. operates as a subsidiary of RhythmOne plc.
Goldbach Group AG	Goldbach Group AG, together with its subsidiaries, markets electronic, interactive, and mobile private media in Switzerland, Germany, and Austria. The company operates through Ad Sales and Marketing Services segments. It primarily engages in planning, consulting, creating, concept developing, purchasing, implementing, and deploying electronic offline and online media, and cross-media campaigns. The company was formerly known as Goldbach Media AG. Goldbach Group AG is headquartered in Küsnacht, Switzerland. As per the transaction announced on December 21, 2017, Goldbach Group AG operates as a subsidiary of Tamedia AG.
Havas SA	Havas SA, together with its subsidiaries, provides advertising, media, and digital services worldwide. It offers brand strategy, consulting, advertising, and brand content; media planning and buying; corporate, financial, and human resource communication; direct, relational, promotional, and interactive marketing; content creation; marketing and design; sports marketing; and healthcare communication services. The company was formerly known as Havas Advertising and changed its name to Havas SA in 2002. Havas SA was founded in 1835 and is headquartered in Puteaux, France. Havas SA operates as a subsidiary of Vivendi SA.
TYO Inc.	TYO Inc. provides planning and production of advertising content in Japan. The company plans and produces cross-promotion and digital advertisements, television commercials and programs, and music videos. Additionally, it offers brand and marketing communication, creative direction, interactive content, and entertainment production services. TYO Inc. was formerly known as TYO Productions Inc. The company was founded in 1982 and is headquartered in Tokyo, Japan. TYO Inc. operates as a subsidiary of AOI TYO Holdings Inc.

## Appendix E. - Discount rate

### 6.3.2. Discount rate calculation

	Low	High
Normalised Risk-free rate	3.0%	3.0%
Asset Beta	1.1	1.3
Debt / Equity ratio	17.6%	17.6%
Equity Beta	1.3	1.5
Equity market risk premium	6.0%	6.0%
Size premium	1.5%	2.0%
<b>Cost of equity</b>	<b>12.3%</b>	<b>14.2%</b>
Base rate for cost of debt	3.0%	3.0%
Debt margin (incl. issuance costs)	1.5%	2.0%
Pre-tax cost of debt	4.5%	5.0%
Tax rate	30.0%	30.0%
<b>Post-tax cost of debt</b>	<b>3.2%</b>	<b>3.5%</b>
Gearing (D/EV)	15.0%	15.0%
Weighted average cost of capital (unrounded)	10.9%	12.6%
<b>Weighted average cost of capital (rounded)</b>	<b>11.0%</b>	<b>13.0%</b>

Source: Capital IQ, PwC analysis as at 15 February 2021

### 6.3.3. Beta analysis

Comparable company	Equity beta	No. weekly observations	R-square	Standard error	Market Cap. (\$m)	5 year average debt/EV	Asset beta <sup>1</sup>
Omnicom Group Inc.	1.05	93	0.34	0.16	18,290	2.9%	1.02
The Interpublic Group of Companies, Inc.	1.26	93	0.48	0.15	12,337	14.1%	1.08
Dentsu Group Inc.	1.32	93	0.35	0.21	13,032	9.5%	1.20
IVE Group Limited	1.45	93	0.13	0.46	174	39.9%	0.87
Enero Group Limited	0.70	93	0.02	0.36	244	NM	0.70
WPP plc	1.33	93	0.58	0.13	18,566	10.2%	1.19
Publicis Groupe S.A.	1.13	93	0.41	0.15	17,777	14.9%	0.96
Hakuhodo DY Holdings Inc	1.27	93	0.44	0.17	8,141	NM	1.27
Next Fifteen Communications Group plc	0.60	93	0.03	0.23	1,157	2.1%	0.59
M&C Saatchi plc	0.91	93	0.03	0.50	281	NM	0.91
<b>Median</b>	<b>1.19</b>					<b>10.2%</b>	<b>0.99</b>
<b>Average</b>	<b>1.10</b>					<b>13.4%</b>	<b>0.98</b>

Note 1: NM refers to 'not meaningful'

Source: Capital IQ, PwC analysis as at 15 February 2021

## Appendix F. - Glossary

Term	Definition
Aggregated Scheme Consideration	The consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to WPP plc of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends. This is referred to in the Scheme Booklet as the 'Total Cash Payment'.
ASIC	Australian Securities and Investments Commission
ASX	Australian Securities Exchange
\$ or AUD	Australian dollars
bn	Billions
Business day	A day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia
CAANZ	Chartered Accountants in Australia and New Zealand
Capex	Capital expenditure
Corporation Act	Corporations Act 2001
COVID-19	The ongoing pandemic related to the 2019 Novel Coronavirus
CY	Calendar year
EBIT	Earnings before interest and tax
EBITDA	Earnings before interest, tax, depreciation and amortisation
EV	Enterprise value
Excluded Shareholder	Any WPP AUNZ Shareholder who is a member of the WPP plc Group or any WPP AUNZ Shareholder who holds any WPP AUNZ Shares on behalf of, or for the benefit of, any member of the WPP plc Group and does not hold WPP AUNZ Shares on behalf of, or for the benefit of, any other person
FSG	Financial Services Guide
FY	Financial year (01 January to 31 December)
IBC	Independent Board Committee appointed by WPP AUNZ's Board of Directors
IBISWorld	IBISWorld Pty Ltd
IFRS16	International Financial Reporting Standard 16 - Leases
Independent Expert	PricewaterhouseCoopers Securities Limited ABN 54 003 311 617, holder of Australian Financial Services Licence No, 244572, the independent expert in respect of the Scheme appointed by WPP AUNZ
LTM	Last twelve months
m	Million
NCI	Non-controlling interest
NWC	Net Working Capital
NTM	Next Twelve Months
Offer Price	The Aggregated Scheme Consideration of \$0.70 per WPP AUNZ share
Option	An option issued under an employee incentive plan which confers on the holder an option to acquire a WPP AUNZ Share, as set out in sections 5.5 and 9.2 in the Scheme Deed
Original Proposal Offer	The Original Proposal from WPP plc to acquire Scheme Shares for a cash amount of \$0.55 per Scheme Share

Performance Rights	A right issued under an employee incentive plan which confers on the holder a right to acquire a WPP AUNZ Share
Permitted Dividends	Ordinary and (if any) Special Dividends distributed prior to the implementation of the Scheme, currently expected to be \$0.20 per WPP AUNZ share
PR	Public Relations
PwC	PricewaterhouseCoopers Securities Ltd
Revised Proposal Offer	The Aggregated Scheme Consideration
RG111	Regulatory Guide 111
ROU	Right-of-use
Scheme	The scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders, the form of which is attached as Annexure 2, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP plc and WPP AUNZ.
Scheme Announcement Date	29 December 2020 being the date the Scheme Deed was provided to the ASX
Scheme Consideration	The consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to WPP plc of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends.
Scheme Deed	Scheme Implementation Deed between WPP plc and WWPP AUNZ
Scheme Implementation Date	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as WPP AUNZ, WPP plc and Cavendish agree in writing, currently expected to be Wednesday, 12 May 2021.
Scheme Meeting	The meeting of WPP AUNZ Shareholders ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
Scheme Shareholders	Eligible WPP AUNZ Shareholder whom can participate in the Scheme Implementation Deed.
Scheme Shares	All WPP AUNZ Shares held by the Scheme Shareholders as at the Scheme Record Date
Scheme Shareholder	A holder of WPP AUNZ Shares recorded in the WPP AUNZ Share Register as at the Scheme Record Date (other than an Excluded Shareholder)
Special Dividend Payment Date	The date of payment of the Special Dividend (if any), as determined by the WPP AUNZ Directors in their sole discretion, currently expected to be Monday, 3 May 2021.
Special Dividend	A fully franked special dividend of per WPP AUNZ Share held by a WPP AUNZ Shareholder as at the Special Dividend Record Date, which WPP AUNZ may in its discretion determine to declare and pay
Superior Proposal	A bona fide Competing Proposal that the WPP AUNZ IBC, acting in good faith and after receiving written legal advice from its external legal adviser and written financial advice from its Financial Adviser, determines will or is reasonably likely to provide a superior outcome for the WPP AUNZ or WPP AUNZ Shareholders than the Transaction taking into account all terms and conditions and other aspects of the Competing Proposal (including any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the Competing Proposal being completed)
Scheme Record Date	The later of: 1 7.00pm on the seventh Business Day after the Effective Date; and 2 if a Special Dividend is declared, 7.00pm on the day 2 Business Days after payment of the Special Dividend,

	or such other time and date as WPP AUNZ, WPP plc and Cavendish agree in writing.
<b>STW Group</b>	STW Communications Group
<b>Target Statement</b>	The target's statement in response to the proposed Scheme and offer under the Aggregated Scheme Consideration.
<b>Transaction</b>	The acquisition of the Scheme Shares by WPP plc through implementation of the Scheme in accordance with the terms of the Scheme Implementation Deed
<b>VWAP</b>	Volume weighted average price
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370
<b>WPP AUNZ Share</b>	A fully paid ordinary share in the capital of WPP AUNZ.
<b>WPP plc</b>	WPP plc of 13 Castle Street, St Helier, Jersey JE1 1ES, UK (and where appropriate, references to WPP plc may include Cavendish)

## Appendix G. - Financial services guide

### G.1. PricewaterhouseCoopers Securities Ltd

220. This Financial Services Guide (FSG) is dated 16 March 2022.

### G.2. About us

221. PwC Securities (ABN 54 003 311 617, Australian Financial Services Licence No 244572) has been engaged by WPP AUNZ Telecommunications Limited to provide a report in the form of an independent expert's report for inclusion in the Target Statement.
222. You have not engaged us directly but have been provided with a copy of the Independent Expert's Report as a retail client because of your connection to the matters set out in the Independent Expert's Report.

### G.3. This financial services guide

223. This FSG is designed to assist retail clients in their use of any general financial product advice contained in the IER. This FSG contains information about PwC Securities generally, the financial services we are licensed to provide, the remuneration PwC Securities may receive in connection with the preparation of the Independent Expert's Report, and how complaints against us will be dealt with.

### G.4. Financial services we are licensed to provide

224. Our Australian Financial Services Licence allows us to provide a broad range of services, including providing financial product advice in relation to various financial products such as securities, interests in managed investment schemes, derivatives, superannuation products, foreign exchange contracts, insurance products, life products, managed investment schemes, government debentures, stocks or bonds and deposit products.

### G.5. General financial product advice

225. The Independent Expert's Report contains only general financial product advice. It was prepared without taking into account your personal objectives, financial situation or needs.
226. You should consider your own objectives, financial situation and needs when assessing the suitability of the Independent Expert's Report to your situation. You may wish to obtain personal financial product advice from the holder of an Australian Financial Services Licence to assist you in this assessment.

### G.6. Fees, commissions and other benefits we may receive

227. PwC Securities charges fees to produce reports, including this Independent Expert's Report. These fees are negotiated and agreed with the entity who engages PwC Securities to provide a report. Fees are charged on an hourly basis or as a fixed amount depending on the terms of the agreement with the person who engages us. In the preparation of this Report our fees are charged on a fixed basis and are approximately \$150,000.
228. Directors, authorised representatives or employees of PwC Securities, PricewaterhouseCoopers (PwC), or other associated entities, may receive partnership distributions, salary or wages from PwC.

### G.7. Associations with issuers of financial products

229. PwC Securities and its authorised representatives, partners, employees and associates may from time to time have relationships with the issuers of financial products. For example, PwC may be the auditor of, or

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PwC Securities may provide financial advisory services to, the issuer of a financial product in the ordinary course of its business.

### G.8. Complaints

230. If you have a complaint, please raise it with us first, using the contact details listed below. We will endeavour to satisfactorily resolve your complaint in a timely manner. In addition, a copy of our internal complaints handling procedure is available upon request. If we are not able to resolve your complaint to your satisfaction within 45 days of your written notification, you are entitled to have your matter referred to the Financial Ombudsman Service (FOS), and external complaints resolution service. FOS can be contacted by calling 1300 780 808. You will not be charged for using the FOS service.

### G.9. Compensation arrangements

231. PwC Securities has professional indemnity insurance in place that satisfies the compensation arrangement requirements under section 912B of the Corporations Act. This insurance will cover claims in relation to the conduct of representatives and employees who no longer provide services to PwC Securities (but who did at the time of the relevant conduct).

### G.10. Contact details

232. PwC Securities can be contacted by sending a letter to the following address:

Mr Richard Stewart  
Authorised Representative  
PricewaterhouseCoopers Securities Ltd  
GPO Box 2650  
SYDNEY NSW 2001

# ANNEXURE 2

## SCHEME OF ARRANGEMENT



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### Scheme of arrangement

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WPP AUNZ Ltd (**WPP AUNZ**)

Scheme Shareholders

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## Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

WPP AUNZ Ltd (**WPP AUNZ**) ABN 84 001 657 370 of 1 Kent Street,  
Millers Point NSW 2000, Australia

The Scheme Shareholders

### 1 Definitions, interpretation and scheme components

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#### 1.1 Definitions

Schedule 1 contains definitions used in this Scheme.

#### 1.2 Interpretation

Schedule 1 contains interpretation rules for this Scheme.

#### 1.3 Scheme components

This Scheme includes any schedule to it.

### 2 Preliminary matters

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- (a) WPP AUNZ is a public company limited by shares, registered in Australia and has been admitted to the official list of the ASX. WPP AUNZ Shares are quoted for trading on the ASX.
- (b) As at 16 March 2021:
  - (1) 852,151,870 WPP AUNZ Shares;
  - (2) 6,372,164 WPP AUNZ Performance Rights (of which 66,867 Performance Rights will be cash settled after 16 March 2021 but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue); and
  - (3) 4,560,108 WPP AUNZ Performance Options,



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3 Conditions

were on issue.

- (c) WPP plc is a listed company limited by shares registered in Jersey.
- (d) Cavendish, a wholly-owned Subsidiary of WPP plc, is a company limited by shares registered in Netherlands.
- (e) If this Scheme becomes Effective:
  - (1) WPP plc and Cavendish must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and
  - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Cavendish and WPP AUNZ will enter the name of Cavendish in the Share Register in respect of the Scheme Shares.
- (f) WPP AUNZ and WPP plc have agreed, by executing the Implementation Deed, to implement this Scheme.
- (g) This Scheme attributes actions to WPP plc and Cavendish but does not itself impose an obligation on them to perform those actions. WPP plc and Cavendish have agreed, by executing the Deed Poll, to perform the actions attributed to them under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

### 3 Conditions

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#### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by WPP plc and WPP AUNZ;
- (d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to by WPP plc and WPP AUNZ having been satisfied or waived; and
- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date WPP AUNZ and WPP plc agree in writing).



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4 Implementation of this Scheme

### 3.2 Certificate

- (a) WPP AUNZ and WPP plc will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

### 3.3 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless WPP AUNZ and WPP plc otherwise agree in writing.

## 4 Implementation of this Scheme

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### 4.1 Lodgement of Court orders with ASIC

WPP AUNZ must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court approves this Scheme.

### 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clauses 5.1(b) and 5.1(c), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Cavendish, without the need for any further act by any Scheme Shareholder (other than acts performed by WPP AUNZ as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) WPP AUNZ delivering to Cavendish a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by WPP AUNZ, for registration; and
  - (2) Cavendish duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to WPP AUNZ for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), WPP AUNZ must enter, or procure the entry of, the name of Cavendish in the Share Register in respect of all the Scheme Shares transferred to Cavendish in accordance with this Scheme.



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5 Scheme Consideration

## 5 Scheme Consideration

### 5.1 Provision of Scheme Consideration

- (a) WPP plc must, and WPP AUNZ must use its best endeavours to procure that WPP plc does, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders, into an Australian dollar denominated trust account operated by WPP AUNZ as trustee for the Scheme Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to WPP plc's account).
- (b) On the Implementation Date, subject to funds having been deposited in accordance with clause 5.1(a), WPP AUNZ must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the trust account referred to in clause 5.1(a).
- (c) The obligations of WPP AUNZ under clause 5.1(b) will be satisfied by WPP AUNZ (in its absolute discretion, and despite any election referred to in clause 5.1(c)(1) or authority referred to in clause 5.1(c)(2) made or given by the Scheme Shareholder):
- (1) if a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the WPP AUNZ Registry to receive dividend payments from WPP AUNZ by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (2) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to WPP AUNZ; or
  - (3) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (d) To the extent that, following satisfaction of WPP AUNZ's obligations under clause 5.1(b), there is a surplus in the amount held by WPP AUNZ as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus may be paid by WPP AUNZ to WPP plc.

### 5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 5.1(c), the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of WPP AUNZ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and



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5 Scheme Consideration

- (b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of WPP AUNZ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

### 5.3 Fractional entitlements and splitting

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

### 5.4 Unclaimed monies

- (a) WPP AUNZ may cancel a cheque issued under this clause 5 if the cheque:
- (1) is returned to WPP AUNZ; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to WPP AUNZ (or the WPP AUNZ Registry) (which request may not be made until the date which is 10 Business Days after the Implementation Date), WPP AUNZ must reissue a cheque that was previously cancelled under this clause 5.3.
- (c) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)).
- (d) Any interest or other benefit accruing from the unclaimed Scheme Consideration will be to the benefit of WPP plc.

### 5.5 Orders of a court or Government Agency

If written notice is given to WPP AUNZ (or the WPP AUNZ Registry) or WPP plc (or the WPP plc Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by WPP AUNZ in accordance with this clause 5, then WPP AUNZ shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents WPP AUNZ from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment of such consideration is otherwise prohibited by applicable law, WPP AUNZ shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration, until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.



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6 Dealings in WPP AUNZ Shares

## 6 Dealings in WPP AUNZ Shares

### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in WPP AUNZ Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the Share Register as the holder of the relevant WPP AUNZ Shares before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the Share Register is kept,

and WPP AUNZ must not accept for registration, nor recognise for any purpose (except a transfer to Cavendish pursuant to this Scheme and any subsequent transfer by Cavendish or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

### 6.2 Register

- (a) WPP AUNZ must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires WPP AUNZ to register a transfer that would result in a WPP AUNZ Shareholder holding a parcel of WPP AUNZ Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and WPP AUNZ shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, WPP AUNZ must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for WPP AUNZ Shares (other than statements of holding in favour of Cavendish or any Excluded Shareholders) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of Cavendish or any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the WPP AUNZ Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, WPP AUNZ will ensure that details of the names, Registered Addresses and holdings of WPP AUNZ Shares for each Scheme Shareholder as shown in the Share Register are available to WPP plc in the form WPP plc reasonably requires.



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7 Quotation of WPP AUNZ Shares

## 7 Quotation of WPP AUNZ Shares

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- (a) WPP AUNZ must apply to ASX to suspend trading on the ASX in WPP AUNZ Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by WPP plc, WPP AUNZ must apply:
  - (1) for termination of the official quotation of WPP AUNZ Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) WPP AUNZ may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which WPP plc has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which WPP AUNZ has consented to.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their WPP AUNZ Shares together with all rights and entitlements attaching to those WPP AUNZ Shares in accordance with this Scheme;
  - (2) agrees to the variation, cancellation or modification of the rights attached to their WPP AUNZ Shares constituted by or resulting from this Scheme;
  - (3) agrees to, on the direction of WPP plc, destroy any holding statements or share certificates relating to their WPP AUNZ Shares;
  - (4) who holds their WPP AUNZ Shares in a CHESS Holding agrees to the conversion of those WPP AUNZ Shares to an Issuer Sponsored Holding and irrevocably authorises WPP AUNZ to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
  - (5) acknowledges and agrees that this Scheme binds WPP AUNZ and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to WPP AUNZ and Cavendish on the Implementation Date, and appointed and authorised WPP AUNZ as its attorney and agent to warrant to Cavendish on the Implementation Date, that:
  - (1) all their WPP AUNZ Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme



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8 General Scheme provisions

will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their WPP AUNZ Shares to Cavendish together with any rights and entitlements attaching to those shares. WPP AUNZ undertakes that it will provide such warranty to Cavendish as agent and attorney of each Scheme Shareholder.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Cavendish will, at the time of transfer of them to Cavendish, vest in Cavendish free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.1(b) and 5.1(c), Cavendish will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by WPP AUNZ of Cavendish in the Share Register as the holder of the Scheme Shares.

### 8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.1(b) and 5.1(c), and until WPP AUNZ registers Cavendish as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Cavendish as attorney and agent (and directed Cavendish in each such capacity) to appoint any director, officer, secretary or agent nominated by Cavendish as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Cavendish reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Cavendish and any director, officer, secretary or agent nominated by Cavendish under clause 8.4(a) may act in the best interests of Cavendish as the intended registered holder of the Scheme Shares.

### 8.5 Authority given to WPP AUNZ

Each Scheme Shareholder, without the need for any further act:



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9 General

- (a) on the Effective Date, irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against WPP plc and Cavendish, and WPP AUNZ undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against WPP plc and Cavendish on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and WPP AUNZ accepts each such appointment. WPP AUNZ as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

## 8.6 Binding effect of Scheme

This Scheme binds WPP AUNZ and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of WPP AUNZ.

## 9 General

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### 9.1 Stamp duty

WPP plc will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

### 9.2 Consent

Each of the Scheme Shareholders consents to WPP AUNZ doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, WPP AUNZ or otherwise.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to WPP AUNZ, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at WPP AUNZ's registered office or at the office of the WPP AUNZ Registry.



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9 General

- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a WPP AUNZ Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

#### **9.4 Governing law**

- (a) This Scheme is governed by the laws in force in New South Wales, Australia.
- (b) The parties irrevocably submit to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **9.5 Further action**

WPP AUNZ must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

#### **9.6 No liability when acting in good faith**

Each Scheme Shareholder agrees that neither WPP AUNZ, WPP plc nor Cavendish nor any director, officer, secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



## Schedule 1

### Definitions and interpretation

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#### 1 Definitions

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The meanings of the terms used in this Scheme are set out below.

Term	Meaning
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a day that is not a Saturday, Sunday or public holiday or bank holiday in Sydney, Australia.
<b>Cavendish</b>	Cavendish Square Holding B.V. of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands, being a wholly owned Subsidiary of WPP plc.
<b>CHES</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
<b>CHES Holding</b>	has the meaning given in the Settlement Rules.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Court</b>	the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by WPP plc and WPP AUNZ.
<b>Deed Poll</b>	the deed poll substantially in the form of Attachment 1 under which WPP plc and Cavendish each covenants in favour of the Scheme Shareholders to perform the obligations attributed to WPP plc and Cavendish under this Scheme.



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>Effective</b>	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the Court order made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	31 July 2021, or such other date as agreed in writing by WPP plc, Cavendish and WPP AUNZ.
<b>Excluded Shareholder</b>	any WPP AUNZ Shareholder who is a member of the WPP plc Group or any WPP AUNZ Shareholder who holds any WPP AUNZ Shares on behalf of, or for the benefit of, any member of the WPP plc Group and does not hold WPP AUNZ Shares on behalf of, or for the benefit of, any other person.
<b>FY20 Total Dividend</b>	has the meaning given in the Implementation Deed.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by WPP AUNZ, WPP plc and Cavendish.
<b>Implementation Deed</b>	the scheme implementation deed dated 25 December 2020 between WPP AUNZ, Cavendish and WPP plc relating to the implementation of this Scheme, as amended and restated on 10 March 2021.
<b>Issuer Sponsored Holding</b>	has the meaning given in the Settlement Rules.
<b>Listing Rules</b>	the official listing rules of ASX.
<b>Operating Rules</b>	the official operating rules of ASX.



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>Permitted Dividends</b>	the FY20 Total Dividend and the Special Dividend.
<b>Permitted Dividend Amount</b>	an amount equal to \$0.20 per WPP AUNZ Share.
<b>Registered Address</b>	in relation to a WPP AUNZ Shareholder, the address shown in the Share Register as at the Scheme Record Date.
<b>Scheme</b>	this scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP AUNZ and WPP plc.
<b>Scheme Consideration</b>	the consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to Cavendish of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends.
<b>Scheme Meeting</b>	the meeting of the WPP AUNZ Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	the later of: <ol style="list-style-type: none"> <li>1 7.00pm on the seventh Business Day after the Effective Date; and</li> <li>2 if a Special Dividend is declared, 7.00pm on the day 2 Business Days after payment of the Special Dividend,</li> </ol> or such other date as agreed in writing by WPP AUNZ, WPP plc and Cavendish.
<b>Scheme Shares</b>	all WPP AUNZ Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Shareholder</b>	a holder of WPP AUNZ Shares recorded in the Share Register as at the Scheme Record Date (other than an Excluded Shareholder).



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Cavendish as transferee, which may be a master transfer of all or part of the Scheme Shares.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
<b>Settlement Rules</b>	the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.
<b>Share Register</b>	the register of members of WPP AUNZ maintained by WPP AUNZ or the WPP AUNZ Registry in accordance with the Corporations Act.
<b>Special Dividend</b>	has the meaning given in the Implementation Deed.
<b>Subsidiary</b>	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370.
<b>WPP AUNZ Registry</b>	Computershare Investor Services Pty Limited of GPO Box 2975, Melbourne, VIC 3001.
<b>WPP AUNZ Share</b>	a fully paid ordinary share in the capital of WPP AUNZ.
<b>WPP AUNZ Shareholder</b>	each person who is registered as the holder of a WPP AUNZ Share in the Share Register.
<b>WPP plc</b>	WPP plc of 13 Castle Street, St Helier, Jersey JE1 1ES, UK.
<b>WPP plc Group</b>	WPP plc and each of its Subsidiaries and a reference to a <b>WPP plc Group Member</b> or a <b>member of the WPP plc Group</b> is to WPP plc or any of its Subsidiaries.



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>WPP plc Registry</b>	Computershare Investor Services (Jersey) Limited of 13 Castle Street, St Helier, Jersey JE1 1ES, UK.

## 2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1 of this Schedule 1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,



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Schedule 1 Definitions and interpretation

- is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (p) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (q) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - (r) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and
  - (s) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party..

### 3 Interpretation of inclusive expressions

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Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 4 Business Day

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Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.



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## Attachment 1

Deed Poll

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[Attached]

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# ANNEXURE 3

## DEED POLL



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Deed

### Share scheme deed poll

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WPP plc

Cavendish Square Holding B.V.

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## Share scheme deed poll

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Date ► 10 March 2021

This deed poll is made

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By

WPP plc
of 13 Castle Street, St Helier, Jersey JE1 1ES, UK
<b>(WPP plc)</b>
and
Cavendish Square Holding B.V.
of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands
<b>(Cavendish)</b>

in favour of

each person registered as a holder of fully paid ordinary shares in WPP AUNZ in the Share Register as at the Scheme Record Date (other than the Excluded Shareholders).

Recitals

- 1 WPP AUNZ, Cavendish and WPP plc entered into the Implementation Deed.
- 2 In the Implementation Deed, WPP plc agreed to make this deed poll and to procure that Cavendish make this deed poll.
- 3 WPP plc and Cavendish are making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform their obligations under the Implementation Deed and the Scheme.

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This deed poll provides as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

(a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
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<b>First Court Date</b>	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the
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## 2 Conditions to obligations

Term	Meaning
	Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
<b>Implementation Deed</b>	the scheme implementation deed entered into between WPP AUNZ, Cavendish and WPP plc dated 25 December 2020, as amended and restated on 10 March 2021.
<b>Scheme</b>	the scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders, substantially in the form set out in Attachment 1, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP plc and WPP AUNZ.
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370.

- (b) Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

### 1.2 Interpretation

Sections 2, 3 and 4 of Schedule 1 of the Scheme apply to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

### 1.3 Nature of deed poll

WPP plc and Cavendish acknowledge that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against WPP plc and Cavendish.

## 2 Conditions to obligations

### 2.1 Conditions

This deed poll and the obligations of WPP plc and Cavendish under this deed poll are subject to the Scheme becoming Effective.



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3 Scheme obligations

## 2.2 Termination

The obligations of WPP plc and Cavendish under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no force or effect if:

- (a) the Implementation Deed is terminated in accordance with its terms; or
  - (b) the Scheme is not Effective on or before the End Date,
- unless WPP plc, Cavendish and WPP AUNZ otherwise agree in writing.

## 2.3 Consequences of termination

If this deed poll terminates under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) WPP plc and Cavendish are released from their obligations to further perform this deed poll except those obligations under clause 7.1; and
- (b) each Scheme Shareholder retains the rights they have against WPP plc and Cavendish in respect of any breach of this deed poll which occurred before it was terminated.

## 3 Scheme obligations

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### 3.1 Undertaking to pay Scheme Consideration

Subject to clause 2, each of WPP plc and Cavendish undertakes in favour of each Scheme Shareholder to:

- (a) deposit, or procure the deposit of, in cleared funds, by no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders under the Scheme into an Australian dollar denominated trust account operated by WPP AUNZ as trustee for the Scheme Shareholders, except that any interest on the amounts deposited (less bank fees and other charges) will be credited to WPP plc's account; and
- (b) undertake all other actions, and give each acknowledgement, representation and warranty (if any), attributed to it under the Scheme,

subject to and in accordance with the terms of the Scheme.

## 4 Warranties

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Each of WPP plc and Cavendish represents and warrants in favour of each Scheme Shareholder, in respect of itself, that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;



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## 5 Continuing obligations

- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 5 Continuing obligations

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This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) WPP plc and Cavendish have fully performed their obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.

## 6 Notices

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### 6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to WPP plc and Cavendish in accordance with the details set out below (or any alternative details nominated by WPP plc or Cavendish by Notice).

<b>WPP plc</b>	Mark Povey	Sea Containers, 18 Upper Ground, London SE1 9GL, United Kingdom	<a href="mailto:Mark.Povey@wpp.com">Mark.Povey@wpp.com</a>
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with a copy to: MinterEllison	Shaun Clyne	Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000	<a href="mailto:shaun.clyne@minterellison.com">shaun.clyne@minterellison.com</a>
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<b>Cavendish</b>	Astrid Mulder	Laan Op Zuid 167 Rotterdam, 3072 DB Netherlands	<a href="mailto:Astrid.Mulder@wpp.com">Astrid.Mulder@wpp.com</a>
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with a copy to:	Mark Povey	Sea Containers, 18 Upper Ground,	<a href="mailto:Mark.Povey@wpp.com">Mark.Povey@wpp.com</a>
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6 Notices

WPP plc  
London SE1 9GL,  
United Kingdom

with a copy to: Shaun Clyne      Level 40, Governor      [shaun.clyne@minterellison.com](mailto:shaun.clyne@minterellison.com)  
MinterEllison      Macquarie Tower, 1  
Farrer Place, Sydney  
NSW 2000

## 6.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the nominated email address	The first to occur of: <ol style="list-style-type: none"> <li>1 the sender receiving an automated message confirming delivery; or</li> <li>2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.</li> </ol>

## 6.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 6.2).



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7 General

## 7 General

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### 7.1 Stamp duty

WPP plc:

- (a) will pay all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under or in connection with the Scheme and this deed poll; and
- (b) indemnifies each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

### 7.2 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in New South Wales, Australia.
- (b) WPP plc and Cavendish irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. WPP plc and Cavendish irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 7.3 Waiver

- (a) WPP plc and Cavendish may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on words or conduct of WPP plc or Cavendish as a waiver of any right unless the waiver is in writing and signed by WPP plc or Cavendish, as appropriate.
- (c) The meanings of the terms used in this clause 7.3 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.
right	any right arising under or in connection with this deed poll and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

### 7.4 Variation

A provision of this deed poll may not be varied unless:

- (a) if before the First Court Date, the variation is agreed to by WPP AUNZ; or



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7 General

- (b) if on or after the First Court Date, the variation is agreed to by WPP AUNZ and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event WPP plc and Cavendish will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

### **7.5 Cumulative rights**

The rights, powers and remedies of WPP plc, Cavendish and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

### **7.6 Assignment**

- (a) The rights created by this deed poll are personal to WPP plc, Cavendish and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of WPP plc.
- (b) Any purported dealing in contravention of clause 7.6(a) is invalid.

### **7.7 Joint and several obligations**

WPP plc and Cavendish are jointly and severally liable for each obligation imposed on both of them by the terms of this deed poll.

### **7.8 Further action**

WPP plc and Cavendish must, at their own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

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## Attachment 1

Scheme

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[Attached]



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## Scheme of arrangement

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WPP AUNZ Ltd (**WPP AUNZ**)

Scheme Shareholders

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## Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

WPP AUNZ Ltd (**WPP AUNZ**) ABN 84 001 657 370 of 1 Kent Street,  
Millers Point NSW 2000, Australia

The Scheme Shareholders

### 1 Definitions, interpretation and scheme components

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#### 1.1 Definitions

Schedule 1 contains definitions used in this Scheme.

#### 1.2 Interpretation

Schedule 1 contains interpretation rules for this Scheme.

#### 1.3 Scheme components

This Scheme includes any schedule to it.

### 2 Preliminary matters

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- (a) WPP AUNZ is a public company limited by shares, registered in Australia and has been admitted to the official list of the ASX. WPP AUNZ Shares are quoted for trading on the ASX.
- (b) As at 16 March 2021:
  - (1) 852,151,870 WPP AUNZ Shares;
  - (2) 6,372,164 WPP AUNZ Performance Rights (of which 66,867 Performance Rights will be cash settled after 16 March 2021 but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue); and
  - (3) 4,560,108 WPP AUNZ Performance Options,



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3 Conditions

- were on issue.
- (c) WPP plc is a listed company limited by shares registered in Jersey.
  - (d) Cavendish, a wholly-owned Subsidiary of WPP plc, is a company limited by shares registered in Netherlands.
  - (e) If this Scheme becomes Effective:
    - (1) WPP plc and Cavendish must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and
    - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Cavendish and WPP AUNZ will enter the name of Cavendish in the Share Register in respect of the Scheme Shares.
  - (f) WPP AUNZ and WPP plc have agreed, by executing the Implementation Deed, to implement this Scheme.
  - (g) This Scheme attributes actions to WPP plc and Cavendish but does not itself impose an obligation on them to perform those actions. WPP plc and Cavendish have agreed, by executing the Deed Poll, to perform the actions attributed to them under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

### 3 Conditions

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#### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by WPP plc and WPP AUNZ;
- (d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to by WPP plc and WPP AUNZ having been satisfied or waived; and
- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date WPP AUNZ and WPP plc agree in writing).



### 3.2 Certificate

- (a) WPP AUNZ and WPP plc will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

### 3.3 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless WPP AUNZ and WPP plc otherwise agree in writing.

## 4 Implementation of this Scheme

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### 4.1 Lodgement of Court orders with ASIC

WPP AUNZ must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court approves this Scheme.

### 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clauses 5.1(b) and 5.1(c), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Cavendish, without the need for any further act by any Scheme Shareholder (other than acts performed by WPP AUNZ as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) WPP AUNZ delivering to Cavendish a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by WPP AUNZ, for registration; and
  - (2) Cavendish duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to WPP AUNZ for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), WPP AUNZ must enter, or procure the entry of, the name of Cavendish in the Share Register in respect of all the Scheme Shares transferred to Cavendish in accordance with this Scheme.



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## 5 Scheme Consideration

### 5.1 Provision of Scheme Consideration

- (a) WPP plc must, and WPP AUNZ must use its best endeavours to procure that WPP plc does, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders, into an Australian dollar denominated trust account operated by WPP AUNZ as trustee for the Scheme Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to WPP plc's account).
- (b) On the Implementation Date, subject to funds having been deposited in accordance with clause 5.1(a), WPP AUNZ must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the trust account referred to in clause 5.1(a).
- (c) The obligations of WPP AUNZ under clause 5.1(b) will be satisfied by WPP AUNZ (in its absolute discretion, and despite any election referred to in clause 5.1(c)(1) or authority referred to in clause 5.1(c)(2) made or given by the Scheme Shareholder):
- (1) if a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the WPP AUNZ Registry to receive dividend payments from WPP AUNZ by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (2) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to WPP AUNZ; or
  - (3) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (d) To the extent that, following satisfaction of WPP AUNZ's obligations under clause 5.1(b), there is a surplus in the amount held by WPP AUNZ as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus may be paid by WPP AUNZ to WPP plc.

### 5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 5.1(c), the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of WPP AUNZ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and



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5 Scheme Consideration

- (b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of WPP AUNZ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

### 5.3 Fractional entitlements and splitting

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

### 5.4 Unclaimed monies

- (a) WPP AUNZ may cancel a cheque issued under this clause 5 if the cheque:
- (1) is returned to WPP AUNZ; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to WPP AUNZ (or the WPP AUNZ Registry) (which request may not be made until the date which is 10 Business Days after the Implementation Date), WPP AUNZ must reissue a cheque that was previously cancelled under this clause 5.3.
- (c) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)).
- (d) Any interest or other benefit accruing from the unclaimed Scheme Consideration will be to the benefit of WPP plc.

### 5.5 Orders of a court or Government Agency

If written notice is given to WPP AUNZ (or the WPP AUNZ Registry) or WPP plc (or the WPP plc Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by WPP AUNZ in accordance with this clause 5, then WPP AUNZ shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents WPP AUNZ from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment of such consideration is otherwise prohibited by applicable law, WPP AUNZ shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration, until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.



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6 Dealings in WPP AUNZ Shares

## 6 Dealings in WPP AUNZ Shares

### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in WPP AUNZ Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the Share Register as the holder of the relevant WPP AUNZ Shares before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the Share Register is kept,

and WPP AUNZ must not accept for registration, nor recognise for any purpose (except a transfer to Cavendish pursuant to this Scheme and any subsequent transfer by Cavendish or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

### 6.2 Register

- (a) WPP AUNZ must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires WPP AUNZ to register a transfer that would result in a WPP AUNZ Shareholder holding a parcel of WPP AUNZ Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and WPP AUNZ shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, WPP AUNZ must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for WPP AUNZ Shares (other than statements of holding in favour of Cavendish or any Excluded Shareholders) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of Cavendish or any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the WPP AUNZ Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, WPP AUNZ will ensure that details of the names, Registered Addresses and holdings of WPP AUNZ Shares for each Scheme Shareholder as shown in the Share Register are available to WPP plc in the form WPP plc reasonably requires.



## 7 Quotation of WPP AUNZ Shares

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- (a) WPP AUNZ must apply to ASX to suspend trading on the ASX in WPP AUNZ Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by WPP plc, WPP AUNZ must apply:
  - (1) for termination of the official quotation of WPP AUNZ Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) WPP AUNZ may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which WPP plc has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which WPP AUNZ has consented to.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their WPP AUNZ Shares together with all rights and entitlements attaching to those WPP AUNZ Shares in accordance with this Scheme;
  - (2) agrees to the variation, cancellation or modification of the rights attached to their WPP AUNZ Shares constituted by or resulting from this Scheme;
  - (3) agrees to, on the direction of WPP plc, destroy any holding statements or share certificates relating to their WPP AUNZ Shares;
  - (4) who holds their WPP AUNZ Shares in a CHESS Holding agrees to the conversion of those WPP AUNZ Shares to an Issuer Sponsored Holding and irrevocably authorises WPP AUNZ to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
  - (5) acknowledges and agrees that this Scheme binds WPP AUNZ and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to WPP AUNZ and Cavendish on the Implementation Date, and appointed and authorised WPP AUNZ as its attorney and agent to warrant to Cavendish on the Implementation Date, that:
  - (1) all their WPP AUNZ Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme



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8 General Scheme provisions

will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their WPP AUNZ Shares to Cavendish together with any rights and entitlements attaching to those shares. WPP AUNZ undertakes that it will provide such warranty to Cavendish as agent and attorney of each Scheme Shareholder.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Cavendish will, at the time of transfer of them to Cavendish, vest in Cavendish free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.1(b) and 5.1(c), Cavendish will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by WPP AUNZ of Cavendish in the Share Register as the holder of the Scheme Shares.

### 8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.1(b) and 5.1(c), and until WPP AUNZ registers Cavendish as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Cavendish as attorney and agent (and directed Cavendish in each such capacity) to appoint any director, officer, secretary or agent nominated by Cavendish as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Cavendish reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Cavendish and any director, officer, secretary or agent nominated by Cavendish under clause 8.4(a) may act in the best interests of Cavendish as the intended registered holder of the Scheme Shares.

### 8.5 Authority given to WPP AUNZ

Each Scheme Shareholder, without the need for any further act:



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9 General

- (a) on the Effective Date, irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against WPP plc and Cavendish, and WPP AUNZ undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against WPP plc and Cavendish on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and WPP AUNZ accepts each such appointment. WPP AUNZ as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

## 8.6 Binding effect of Scheme

This Scheme binds WPP AUNZ and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of WPP AUNZ.

## 9 General

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### 9.1 Stamp duty

WPP plc will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

### 9.2 Consent

Each of the Scheme Shareholders consents to WPP AUNZ doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, WPP AUNZ or otherwise.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to WPP AUNZ, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at WPP AUNZ's registered office or at the office of the WPP AUNZ Registry.



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9 General

- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a WPP AUNZ Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

#### **9.4 Governing law**

- (a) This Scheme is governed by the laws in force in New South Wales, Australia.
- (b) The parties irrevocably submit to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **9.5 Further action**

WPP AUNZ must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

#### **9.6 No liability when acting in good faith**

Each Scheme Shareholder agrees that neither WPP AUNZ, WPP plc nor Cavendish nor any director, officer, secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



## Schedule 1

### Definitions and interpretation

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#### 1 Definitions

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The meanings of the terms used in this Scheme are set out below.

Term	Meaning
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a day that is not a Saturday, Sunday or public holiday or bank holiday in Sydney, Australia.
<b>Cavendish</b>	Cavendish Square Holding B.V. of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands, being a wholly owned Subsidiary of WPP plc.
<b>CHESS</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
<b>CHESS Holding</b>	has the meaning given in the Settlement Rules.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Court</b>	the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by WPP plc and WPP AUNZ.
<b>Deed Poll</b>	the deed poll substantially in the form of Attachment 1 under which WPP plc and Cavendish each covenants in favour of the Scheme Shareholders to perform the obligations attributed to WPP plc and Cavendish under this Scheme.



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>Effective</b>	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the Court order made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	31 July 2021, or such other date as agreed in writing by WPP plc, Cavendish and WPP AUNZ.
<b>Excluded Shareholder</b>	any WPP AUNZ Shareholder who is a member of the WPP plc Group or any WPP AUNZ Shareholder who holds any WPP AUNZ Shares on behalf of, or for the benefit of, any member of the WPP plc Group and does not hold WPP AUNZ Shares on behalf of, or for the benefit of, any other person.
<b>FY20 Total Dividend</b>	has the meaning given in the Implementation Deed.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by WPP AUNZ, WPP plc and Cavendish.
<b>Implementation Deed</b>	the scheme implementation deed dated 25 December 2020 between WPP AUNZ, Cavendish and WPP plc relating to the implementation of this Scheme, as amended and restated on 10 March 2021.
<b>Issuer Sponsored Holding</b>	has the meaning given in the Settlement Rules.
<b>Listing Rules</b>	the official listing rules of ASX.
<b>Operating Rules</b>	the official operating rules of ASX.



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>Permitted Dividends</b>	the FY20 Total Dividend and the Special Dividend.
<b>Permitted Dividend Amount</b>	an amount equal to \$0.20 per WPP AUNZ Share.
<b>Registered Address</b>	in relation to a WPP AUNZ Shareholder, the address shown in the Share Register as at the Scheme Record Date.
<b>Scheme</b>	this scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP AUNZ and WPP plc.
<b>Scheme Consideration</b>	the consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to Cavendish of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends.
<b>Scheme Meeting</b>	the meeting of the WPP AUNZ Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	the later of: <ol style="list-style-type: none"> <li>1 7.00pm on the seventh Business Day after the Effective Date; and</li> <li>2 if a Special Dividend is declared, 7.00pm on the day 2 Business Days after payment of the Special Dividend,</li> </ol> or such other date as agreed in writing by WPP AUNZ, WPP plc and Cavendish.
<b>Scheme Shares</b>	all WPP AUNZ Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Shareholder</b>	a holder of WPP AUNZ Shares recorded in the Share Register as at the Scheme Record Date (other than an Excluded Shareholder).



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Schedule 1 Definitions and interpretation

Term	Meaning
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Cavendish as transferee, which may be a master transfer of all or part of the Scheme Shares.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
<b>Settlement Rules</b>	the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.
<b>Share Register</b>	the register of members of WPP AUNZ maintained by WPP AUNZ or the WPP AUNZ Registry in accordance with the Corporations Act.
<b>Special Dividend</b>	has the meaning given in the Implementation Deed.
<b>Subsidiary</b>	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370.
<b>WPP AUNZ Registry</b>	Computershare Investor Services Pty Limited of GPO Box 2975, Melbourne, VIC 3001.
<b>WPP AUNZ Share</b>	a fully paid ordinary share in the capital of WPP AUNZ.
<b>WPP AUNZ Shareholder</b>	each person who is registered as the holder of a WPP AUNZ Share in the Share Register.
<b>WPP plc</b>	WPP plc of 13 Castle Street, St Helier, Jersey JE1 1ES, UK.
<b>WPP plc Group</b>	WPP plc and each of its Subsidiaries and a reference to a <b>WPP plc Group Member</b> or a <b>member of the WPP plc Group</b> is to WPP plc or any of its Subsidiaries.



## Schedule 1 Definitions and interpretation

Term	Meaning
<b>WPP plc Registry</b>	Computershare Investor Services (Jersey) Limited of 13 Castle Street, St Helier, Jersey JE1 1ES, UK.

## 2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1 of this Schedule 1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,



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Schedule 1 Definitions and interpretation

- is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (p) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (q) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - (r) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and
  - (s) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party..

### 3 Interpretation of inclusive expressions

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Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 4 Business Day

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Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

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## Attachment 1

Deed Poll

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[Attached]

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### Signing page

Executed as a deed poll

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Executed by WPP plc

Signed sealed and delivered by  
**WPP plc** in the presence of



sign here ▶   
Authorised signatory

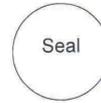
sign here ▶   
Witness

print name MARK POVEY

print name SAMANTHA WAGNER

Executed by Cavendish Square Holding B.V.

Signed sealed and delivered by  
**Cavendish Square Holding B.V.**  
in the presence of



sign here ▶ \_\_\_\_\_  
Authorised signatory

sign here ▶ \_\_\_\_\_  
Witness

print name \_\_\_\_\_

print name \_\_\_\_\_

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### Signing page

Executed as a deed poll

Executed by WPP plc

Signed sealed and delivered by WPP plc in the presence of



<i>sign here</i> ▶ _____	<i>sign here</i> ▶ _____
Authorised signatory	Witness
<i>print name</i> _____	<i>print name</i> _____

Executed by Cavendish Square Holding B.V.

Signed sealed and delivered by Cavendish Square Holding B.V. in the presence of



<i>sign here</i> ▶	<i>sign here</i> ▶
Authorised signatory	Witness
<i>print name</i> <u>Astrid van Heulen-Mulder</u>	<i>print name</i> <u>Anneke Graaeveld</u>

# ANNEXURE 4

## NOTICE OF SCHEME MEETING



### Notice of court-ordered meeting of shareholders

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WPP AUNZ Ltd ACN 001 657 370 (**WPP AUNZ**)

Notice is hereby given that, by an order of the Supreme Court of New South Wales made on 16 March 2021, pursuant to subsection 411(1) of the Corporations Act, a meeting of WPP AUNZ Shareholders (other than Excluded Shareholders) will be held at The Langham Hotel Sydney, 89-113 Kent Street, Millers Point NSW 2000, Ballroom 2, Ground Floor on Wednesday, 21 April 2021, commencing at 10.00am (Sydney time).

#### Purpose of the meeting

The purpose of the meeting is to consider and, if thought fit, to agree to a scheme of arrangement (with or without amendment or any alterations or conditions required by the Court to which WPP AUNZ and Cavendish Square Holding B.V. agree) proposed to be made between WPP AUNZ and WPP AUNZ Shareholders (other than Excluded Shareholders) (the **Scheme**).

A copy of the Scheme and a copy of the explanatory statement required by section 412 of the Corporations Act in relation to the Scheme are contained in the Scheme Booklet, of which this notice forms part.

#### Resolution

The meeting will be asked to consider and, if thought fit, pass (with or without amendment) the following resolution (the **Resolution**):

'That, pursuant to and in accordance with the provisions of section 411 of the Corporations Act 2001 (Cth), the scheme of arrangement proposed between WPP AUNZ Limited and the holders of its ordinary shares (other than certain excluded shareholders), as contained in and more particularly described in the scheme booklet of which the notice convening this meeting forms part, is agreed to, with or without alterations or conditions as approved by the Supreme Court of New South Wales to which WPP AUNZ Ltd and Cavendish Square Holding B.V. agree.'

#### Chairman

The Court has directed that Rob Mactier is to act as chairman of the meeting (and that, if Rob Mactier is unable to attend, Kim Anderson is to act as chairman of the meeting) and has directed the chairman to report the result of the Resolution to the Court.

Dated 16 March 2021

By order of the Court and the WPP AUNZ Independent Board Committee

A handwritten signature in black ink, appearing to read 'L Gough'.

**Linda Gough**

Company Secretary

## Notice of meeting

### Explanatory notes

---

#### 1 General

---

This notice of meeting relates to the Scheme and should be read in conjunction with the Scheme Booklet of which this notice forms part. The Scheme Booklet contains important information to assist you in determining how to vote on the Resolution.

A copy of the Scheme is set out in Annexure 2 of the Scheme Booklet.

Capitalised terms used but not defined in this notice have the defined meanings set out in Section 10 of the Scheme Booklet, unless the context otherwise requires.

#### 2 Shareholder approval

---

For the proposed Scheme to be binding in accordance with section 411 of the Corporations Act, the Resolution must be agreed to by:

- unless the Court orders otherwise, a majority in number of WPP AUNZ Shareholders (other than Excluded Shareholders) present and voting (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative) at the Scheme Meeting; and
- at least 75% of the votes cast on the Resolution (either in person or by proxy, attorney or, in the case of corporate WPP AUNZ Shareholders, body corporate representative).

#### 3 Court approval

---

Under paragraph 411(4)(b) of the Corporations Act, the Scheme (with or without amendment or any alteration or condition required by the Court) is subject to the approval of the Court. If the Resolution is agreed to by the requisite majorities and the other Conditions Precedent to the Scheme (other than approval by the Court) are satisfied or waived by the time required under the Scheme, WPP AUNZ intends to apply to the Court for the necessary orders to give effect to the Scheme.

In order for the Scheme to become Effective, it must be approved by the Court and an office copy of the orders of the Court approving the Scheme must be lodged with ASIC.

#### 4 Entitlement to vote

---

The time for determining eligibility to vote at the Scheme Meeting is 7.00pm (Sydney time) on Monday, 19 April 2021. Only those WPP AUNZ Shareholders (other than Excluded Shareholders) entered on the Register at that time will be entitled to attend and

## 5 How to vote

vote at the meeting, either in person, by proxy or attorney, or in the case of a corporate WPP AUNZ Shareholder, by a body corporate representative. The remaining comments in these explanatory notes are addressed to WPP AUNZ Shareholders entitled to attend and vote at the meeting.

## 5 How to vote

---

Voting will be conducted by poll.

If you are a WPP AUNZ Shareholder entitled to vote at the meeting, you may vote by:

- attending and voting in person;
- appointing one or two proxies to attend and vote on your behalf, using the proxy form that accompanied this Scheme Booklet;
- appointing an attorney to attend and vote on your behalf, using a power of attorney; or
- in the case of a body corporate, appointing a body corporate representative to attend the meeting and vote on your behalf, using a certificate of appointment of body corporate representative.

## 6 Attendance

---

If you or your proxies, attorneys or representatives plan to attend the meeting, please arrive at the venue at least 30 minutes before the scheduled time for commencement of the meeting, so that your shareholding can be checked against the Register, any power of attorney or certificate of appointment of body corporate representative verified, and your attendance noted.

WPP AUNZ is looking forward to returning to a more traditional format for the meeting. WPP AUNZ considers that a traditional physical meeting is appropriate and will provide WPP AUNZ Shareholders with a better opportunity to engage with the board and management.

For the health and safety of all attendees, WPP AUNZ will be observing social distancing and any other government requirements that apply at the time of the meeting. WPP AUNZ will be monitoring the COVID-19 situation closely and if it becomes necessary or appropriate to change the way the meeting will be held or conducted, information will be provided on WPP AUNZ's website and lodged with the ASX. The situation can change rapidly so even if you plan to attend the meeting, you are encouraged to lodge a directed proxy and any questions you have in advance of the meeting.

You can also

- submit questions to WPP AUNZ by completing the enclosed 'Questions from Shareholders' form attached to this notice of meeting and returning it to the WPP AUNZ Registry no later than 10.00am (Sydney time) on Monday, 19 April 2021; and
- follow a live webcast of the meeting proceedings via the weblink: <https://www.wppaunz.com/Investors/Scheme>

The webcast enables WPP AUNZ Shareholders to view the Scheme Meeting live and ask questions online.

## 7 Jointly held securities

WPP AUNZ Shareholders will need the following details to access the webcast:

- the meeting ID is 325-413-437;
- your username is your securityholder reference number (SRN)/holder identification number (HIN);
- your password is the postcode registered to your holding if you are an Australian shareholder. Overseas shareholders should refer to the Online Meeting Guide (which can be found at the weblink immediately below) for their password details.

Please note that WPP AUNZ Shareholders will not be able to vote on the Scheme Resolution over the webcast.

More information on how to access and interact within the webcast of the Scheme Meeting can be found by visiting:

[www.investorvote.com.au/WPP](http://www.investorvote.com.au/WPP).

## 7 Jointly held securities

---

If you hold WPP AUNZ Shares jointly with one or more other persons, only one of you may vote. If more than one of you attempts to vote in person at the meeting, only the vote of the holder whose name appears first on the Register will be counted.

See also the comments in paragraph 8.2 below regarding the appointment of a proxy by persons who jointly hold WPP AUNZ Shares.

## 8 Voting

---

### 8.1 Voting in person

To vote in person, you must attend the meeting.

Eligible WPP AUNZ Shareholders who wish to attend and vote at the meeting in person will be admitted and given a voting card at the point of entry to the meeting, once they have disclosed their name and address.

### 8.2 Voting by proxy

You may appoint one or two proxies. Your proxy need not be another WPP AUNZ Shareholder. Each proxy will have the right to vote on the poll and also to speak at the meeting.

To appoint a proxy, you should complete and return the proxy form that accompanied this Scheme Booklet in accordance with the instructions on that form. You must deliver the signed and completed proxy form to the WPP AUNZ Registry by 10.00am (Sydney time) on Monday, 19 April 2021 (or, if the meeting is adjourned or postponed, no later than 48 hours before the resumption of the meeting in relation to the resumed part of the meeting) in any of the following ways:

- (a) online:

To lodge your proxy vote online, visit [www.investorvote.com.au](http://www.investorvote.com.au). You will need your SRN or HIN and six-digit Control Number located on your proxy form. You

## 8 Voting

will be taken to have signed the proxy form if you lodge your proxy vote in accordance with the online instructions.

Custodians, nominees, non-broker participants, portfolio administrators, portfolio aggregators and eligible financial advisers may also lodge their proxy vote online. Visit [www.intermediaryonline.com](http://www.intermediaryonline.com).

- (b) by post in the provided reply paid envelope to the WPP AUNZ Registry:
- Computershare Investor Services Pty Limited  
GPO Box 242  
Melbourne VIC 3001 Australia
- (c) by hand delivery to the WPP AUNZ Registry:
- Computershare Investor Services Pty Limited  
Level 3, 60 Carrington Street  
Sydney NSW 2000 Australia
- (d) by fax to the WPP AUNZ Registry on:
- 1800 783 447 (within Australia) or  
+61 3 9473 2555 (outside Australia)

Proxy forms received after this time will be invalid.

If a proxy form is completed under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed proxy form unless the power of attorney or other authority has previously been noted by the WPP AUNZ Registry.

A vote given in accordance with the terms of a proxy appointment is valid despite the revocation of that appointment, unless notice in writing of the revocation has been received by the WPP AUNZ Registry before the start of the meeting (or, if the meeting is adjourned or postponed, before the resumption of the meeting in relation to the resumed part of the meeting) in any of the four ways above.

If you wish to appoint a second proxy, a second proxy form should be used and you should clearly indicate on the second proxy form that it is a second proxy and not a revocation of your first proxy. You can obtain a second proxy form from the WPP AUNZ Registry. Replacement proxy forms can also be obtained from the WPP AUNZ Registry.

If you appoint two proxies, each proxy should be appointed to represent a specified proportion of your voting rights. If you do not specify the proportions in the proxy forms, each proxy may exercise half of your votes with any fractions of votes disregarded.

If you hold WPP AUNZ Shares jointly with one or more other persons, in order for your proxy appointment to be valid, each of you must sign the proxy form.

You should consider how you wish your proxy to vote. That is, whether you want your proxy to vote 'for' or 'against', or abstain from voting on, the Resolution, or whether to leave the decision to the proxy after he or she has considered the matters discussed at the meeting.

If you do not direct your proxy how to vote on an item of business, the proxy may vote, or abstain from voting, as he or she thinks fit. If you instruct your proxy to abstain from voting on an item of business, he or she is directed not to vote on your behalf, and the shares the subject of the proxy appointment will not be counted in computing the required majority.

If you return your proxy form, and unless you specify otherwise:

- without identifying a proxy on it, you will be taken to have appointed the chairman of the meeting as your proxy to vote on your behalf; or

- with a proxy identified on it but your proxy does not attend the meeting, the chairman of the meeting will act in place of your nominated proxy and vote in accordance with any directions on your proxy form.

The chairman of the meeting intends to vote all valid undirected proxies which nominate the chairman in favour of the Resolution, in the absence of a Superior Proposal.

Proxies of eligible WPP AUNZ Shareholders will be admitted to the meeting and given a voting card on providing at the point of entry to the meeting written evidence of their name and address.

Your appointment of a proxy does not preclude you from attending in person, revoking the proxy and voting at the meeting.

### 8.3 Voting by attorney

You may appoint an attorney to attend and vote at the meeting on your behalf. Your attorney need not be another WPP AUNZ Shareholder. Each attorney will have the right to vote on the poll and also to speak at the meeting.

The power of attorney appointing your attorney to attend and vote at the meeting must be duly executed by you and specify your name, the company (that is, WPP AUNZ), and the attorney, and also specify the meetings at which the appointment may be used. The appointment may be a standing one.

The power of attorney, or a certified copy of the power of attorney, should be lodged at the registration desk on the day of the meeting or with the WPP AUNZ Registry before 10.00am (Sydney time) on Monday, 19 April 2021 (or, if the meeting is adjourned or postponed, no later than 48 hours before the resumption of the meeting in relation to the resumed part of the meeting) in any of the following ways:

- (a) by post in the provided reply paid envelope to the WPP AUNZ Registry:  
Computershare Investor Services Pty Limited  
GPO Box 242,  
Melbourne VIC 3001 Australia
- (b) by hand delivery to the WPP AUNZ Registry:  
Computershare Investor Services Pty Limited  
Level 3, 60 Carrington Street  
Sydney NSW 2000 Australia
- (c) by fax to the WPP AUNZ Registry on:  
1800 783 447 (within Australia) or  
+61 3 9473 2555 (outside Australia)

Attorneys of eligible WPP AUNZ Shareholders will be admitted to the meeting and given a voting card on providing at the point of entry to the meeting, written evidence of their appointment, their name and address, and the name of their appointors.

Your appointment of an attorney does not preclude you from attending in person and voting at the meeting.

### 8.4 Voting by corporate representative

If you are a body corporate, you may appoint an individual to act as your body corporate representative. The appointment must comply with and be evidenced in accordance with the requirements of section 250D of the Corporations Act, meaning that WPP AUNZ will require a certificate of appointment of body corporate representative to be executed by

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## 9 Advertisement

you in accordance with the Corporations Act. A form of certificate may be obtained from the WPP AUNZ Registry by calling 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) or online at [www.investorcentre.com.au](http://www.investorcentre.com.au) under the help tab, "Printable Forms". The certificate of appointment may set out restrictions on the representative's powers.

The representative should bring to the meeting evidence of their appointment, including any authority under which it is signed, unless previously given to WPP AUNZ.

If a certificate is completed under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed certificate unless the power of attorney or other authority has previously been noted by the WPP AUNZ Registry.

Body corporate representatives of eligible WPP AUNZ Shareholders will be admitted to the meeting and given a voting card on providing at the point of entry to the meeting, written evidence of their appointment, their name and address and the name of their appointors.

## 9 Advertisement

---

Where this notice of meeting is advertised unaccompanied by the Scheme Booklet, a copy of the Scheme Booklet can be obtained by anyone entitled to attend the meeting by visiting [www.wppaunz.com/Investors/Proposed-Acquisition-WPP-plc](http://www.wppaunz.com/Investors/Proposed-Acquisition-WPP-plc) or by contacting the Company Secretary of WPP AUNZ or the WPP AUNZ Registry.



## CORPORATE DIRECTORY

### **WPP AUNZ Ltd**

ABN 84 001 657 370  
1 Kent Street, Millers Point  
NSW 2000, Australia

### **Financial adviser**

#### **UBS AG, Australia Branch**

ABN 47 088 129 613  
AFSL No. 231087  
Level 16, Chifley Tower  
2 Chifley Square  
Sydney NSW 2000

### **Legal adviser**

#### **Herbert Smith Freehills**

ANZ Tower, 161 Castlereagh Street  
Sydney NSW 2000  
Australia

### **Independent Expert**

#### **PricewaterhouseCoopers Securities Limited**

One International Towers Sydney  
Watermans Quay  
Barangaroo NSW 2000  
Australia

### **WPP AUNZ Share Registry**

#### **Computershare Investor Services Pty Limited**

GPO Box 2975,  
Melbourne, VIC 3001

### **Stock exchange listing**

WPP AUNZ Shares are quoted by the  
Australian Securities Exchange (ASX:WPP).

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HERBERT  
SMITH  
FREEHILLS

Deed

# Deed of Amendment and Restatement

---

WPP AUNZ Ltd

WPP plc

Cavendish Square Holding B.V.

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## Details

---

Date ► 10 March 2021

Between the parties

---

WPP AUNZ

WPP AUNZ Ltd

ABN 84 001 657 370 of 1 Kent Street, Millers Point  
NSW 2000, Australia

**(WPP AUNZ)**

WPP plc

WPP plc

of 13 Castle Street, St Helier, Jersey JE1 1ES, UK

**(WPP plc)**

Cavendish

Cavendish Square Holding B.V.

of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands

**(Cavendish)**

Recitals

- 1 The parties entered into a scheme implementation deed on 25 December 2020 (**Scheme Implementation Deed**).
- 2 The parties have agreed to amend and restate the terms of the Scheme Implementation Deed on the terms and conditions of this deed.

---

This deed witnesses as follows:

---



## 1 Definitions, interpretation and deed components

---

### 1.1 Definitions

Unless the context requires or the relevant term is defined in this deed, terms defined in the Scheme Implementation Deed, including as amended by way of this deed, have the same meaning in this deed.

### 1.2 Interpretation

Clauses 1.1 and 1.2 of the Scheme Implementation Deed applies to this deed.

### 1.3 Deed components

This deed includes any schedule.

## 2 Amendment to the Scheme Implementation Deed

---

### 2.1 Amendment

With effect on and from the date of this deed, the Scheme Implementation Deed is amended and restated as set out in the amended version attached as Annexure A.

### 2.2 References

On and from the date of this deed, any reference in any document (other than this deed) to the Scheme Implementation Deed is a reference to the Scheme Implementation Deed as amended under clause 2.1.

### 2.3 Amendments not to affect validity, rights, obligations

- (a) Except as specifically amended by this deed, all terms and conditions of the Scheme Implementation Deed remain in full force and effect.
- (b) This deed is intended only to vary the Scheme Implementation Deed and not to terminate, discharge, rescind or replace it.
- (c) The amendments to the Scheme Implementation Deed do not affect the validity or enforceability of the Scheme Implementation Deed.
- (d) Nothing in this deed:
  - (1) prejudices or adversely affects any right, power, authority, discretion or remedy which arose under or in connection with the Scheme Implementation Deed before the date of this deed; or
  - (2) discharges, releases or otherwise affects any liability or obligation which arose under or in connection with the Scheme Implementation Deed before the date of this deed.



## 2.4 Confirmation

On and with effect from the date of this deed, each party is bound by the Scheme Implementation Deed as amended by this deed.

## 2.5 Acknowledgement

Each party acknowledges that this deed is issued in accordance with the Scheme Implementation Deed.

# 3 General

---

## 3.1 Notices

Any notice or other communication including any request, demand, consent or approval, to or by a party to this deed must be provided in accordance with clause 13 of the Scheme Implementation Deed.

## 3.2 Governing law and dispute resolution

The governing law and dispute resolution provision set forth in clause 14.1 of the Scheme Implementation Deed apply to this deed as if set out in full in this deed.

## 3.3 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

## 3.4 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

## 3.5 Attorneys

Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

## 3.6 Deed is supplemental

This deed is supplemental to the Scheme Implementation Deed.

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## Signing page

Executed as a deed

---

### WPP AUNZ

Signed sealed and delivered by  
**WPP AUNZ Ltd** ACN 001 657 370  
by

sign here ▶

Director

print name Robert Mactier

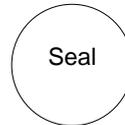
sign here ▶

Director

print name Kim Anderson

### WPP plc

Signed sealed and delivered by  
**WPP plc**  
in the presence of



sign here ▶

Authorised signatory

print name

sign here ▶

Witness

print name

### Cavendish

Signed sealed and delivered by  
**Cavendish Square Holding B.V.**  
in the presence of



sign here ▶

Authorised signatory

print name

sign here ▶

Witness

print name

For personal use only



# Signing page

## Executed as a deed

---

### WPP AUNZ

Signed sealed and delivered by  
**WPP AUNZ Ltd** ACN 001 657 370  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

print name \_\_\_\_\_

### WPP plc

Signed sealed and delivered by  
**WPP plc**  
in the presence of



sign here ► \_\_\_\_\_  
Authorised signatory

sign here ► \_\_\_\_\_  
Witness

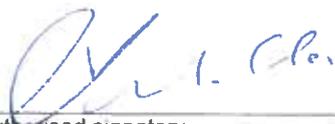
print name \_\_\_\_\_

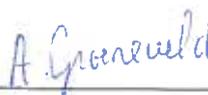
print name \_\_\_\_\_

### Cavendish

Signed sealed and delivered by  
**Cavendish Square Holding B.V.**  
in the presence of



sign here ►   
Authorised signatory

sign here ►   
Witness

print name Astrid van Heulen-Mulder

print name Anneke Groeneveld

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# Signing page

Executed as a deed

---

## WPP AUNZ

Signed sealed and delivered by  
**WPP AUNZ Ltd** ACN 001 657 370  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

print name \_\_\_\_\_

## WPP plc

Signed sealed and delivered by  
**WPP plc**  
in the presence of



sign here ► Mark Povey  
Authorised signatory

sign here ► Samantha Wagner  
Witness

print name MARK POVEY

print name SAMANTHA WAGNER

## Cavendish

Signed sealed and delivered by  
**Cavendish Square Holding B.V.**  
in the presence of



sign here ► \_\_\_\_\_  
Authorised signatory

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

print name \_\_\_\_\_

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## Annexure A

### Amended and Restated Scheme Implementation Deed

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HERBERT  
SMITH  
FREEHILLS

Deed

## Scheme implementation deed

---

WPP AUNZ Ltd

WPP plc

Cavendish Square Holding B.V.

ANZ Tower 161 Castlereagh Street Sydney NSW 2000 Australia  
GPO Box 4227 Sydney NSW 2001 Australia

T +61 2 9225 5000 F +61 2 9322 4000  
herbertsmithfreehills.com DX 361 Sydney

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## Scheme implementation deed

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Date ► 25 December 2020 (as amended and restated on 10 March 2021)

Between the parties

---

WPP AUNZ	WPP AUNZ Ltd ABN 84 001 657 370 of 1 Kent Street, Millers Point NSW 2000, Australia <b>(WPP AUNZ)</b>
WPP plc	WPP plc of 13 Castle Street, St Helier, Jersey JE1 1ES, UK <b>(WPP plc)</b>
Cavendish	Cavendish Square Holding BV. of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands <b>(Cavendish)</b>

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Recitals	<ol style="list-style-type: none"><li>1 The parties have agreed, subject to the approval of WPP AUNZ Shareholders (other than the Excluded Shareholders) and the Court, that Cavendish will acquire all of the ordinary shares in WPP AUNZ by means of a scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders.</li><li>2 The parties have agreed to implement the scheme of arrangement on and subject to the terms and conditions of this deed.</li></ol>
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This deed witnesses as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

The meanings of the terms used in this deed are set out in Schedule 2.

### 1.2 Interpretation

Schedule 2 contains interpretation rules for this deed.

### 1.3 Deed components

This deed includes any schedule.

## 2 Agreement to proceed with the Transaction

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- (a) WPP AUNZ agrees to propose the Scheme on and subject to the terms and conditions of this deed.
- (b) WPP plc and Cavendish agree to assist WPP AUNZ to propose the Scheme, and WPP plc agrees to procure Cavendish to assist WPP AUNZ to propose the Scheme, in each case on and subject to the terms and conditions of this deed.
- (c) WPP AUNZ, WPP plc and Cavendish agree to implement the Scheme on and subject to the terms and conditions of this deed.

## 3 Conditions Precedent and pre-implementation steps

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### 3.1 Conditions Precedent

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of the parties in relation to the implementation of the Scheme are not binding, until each of the following Conditions Precedent is satisfied or waived to the extent and in the manner set out in this clause 3.

- (a) **Regulatory approvals:** before 5.00pm on the Business Day before the Second Court Date:
  - (1) **FIRB:** one of the following has occurred:
    - (A) written notice has been received under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**), by or on behalf of the Treasurer of the Commonwealth of Australia (**Treasurer**), advising that the Commonwealth Government



- has no objections to the Transaction either unconditionally or on terms that are acceptable to WPP plc acting reasonably;
- (B) the Treasurer becomes precluded by the passage of time from making an order or decision under Part 3 of the FATA in relation to the Transaction and the Transaction is not prohibited by section 82 of the FATA; or
- (C) where an interim order is made under section 68 of the FATA in respect of the Transaction, the subsequent period for making an order or decision under Part 3 of the FATA elapses without the Treasurer making such an order or decision;
- (2) **ASIC and ASX:** ASIC and ASX issue or provide all relief, waivers, confirmations, exemptions, consents or approvals, and do all other acts, necessary to implement the Scheme and such relief, waivers, confirmations, exemptions, consents, approvals or other acts (as the case may be) remain in full force and effect in all respects and have not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, intimation or indication of intention to do any such thing);
- (3) **OIO:** WPP plc and Cavendish having received all consents (including any approval or direction order (as applicable)) required under the *Overseas Investment Act 2005 (OIA)* for the implementation of the transactions contemplated by this deed. If such consent, approval or order is given subject to conditions or requirements, this condition is not fulfilled unless those conditions or requirements are acceptable to WPP plc and Cavendish acting reasonably;
- (b) **Shareholder approval:** WPP AUNZ Shareholders (other than Excluded Shareholders) approve the Scheme at the Scheme Meeting by the requisite majorities under subparagraph 411(4)(a)(ii) of the Corporations Act;
- (c) **Independent Expert:** the Independent Expert:
- (1) issues an Independent Expert's Report which concludes that the Scheme is in the best interests of WPP AUNZ Shareholders before the time when the Scheme Booklet is registered by ASIC; and
- (2) does not change its conclusion or withdraw its Independent Expert's Report before 8.00am on the Second Court Date;
- (d) **Court approval:** the Court approves the Scheme in accordance with paragraph 411(4)(b) of the Corporations Act; and
- (e) **Restraints:** at 8.00am on the Second Court Date:
- (1) there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction or other Government Agency, or other material legal restraint or prohibition;
- (2) no action or investigation is announced, commenced or threatened by any Government Agency; and
- (3) no application is made to any Government Agency, in consequence of, or in connection with, the Scheme which:

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- (4) restrains, prohibits or otherwise materially adversely affects (or could reasonably be expected to restrain, prohibit or otherwise materially adversely affect) the Scheme or completion of the Transaction; or
- (5) requires the divestiture by Cavendish of any WPP AUNZ Shares or the divestiture of any assets of the WPP plc Group or the WPP AUNZ Group,

unless such order, injunction decision, decree, action, investigation or application has been disposed of to the satisfaction of WPP plc acting reasonably, or is otherwise no longer effective or enforceable, by 8.00am on the Second Court Date.

### 3.2 Satisfaction of Conditions Precedent

- (a) WPP AUNZ must, to the extent it is within its power to do so, use all reasonable endeavours to procure that each of the Conditions Precedent in clauses 3.1(b), 3.1(c) and 3.1(d) is satisfied as soon as practicable after the date of this deed and continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied.
- (b) Each party must, to the extent it is within its respective power to do so, use all reasonable endeavours to procure that:
  - (1) the Conditions Precedent in clauses 3.1(a) and 3.1(e) are satisfied as soon as practicable after the date of this deed and continue to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied; and
  - (2) there is no occurrence within its control or the control of any of its Group Members that would prevent any of the Conditions Precedent being or remaining satisfied.
- (c) For the avoidance of doubt, WPP AUNZ will not be in breach of its obligations under clauses 3.2(a), 3.2(b) or 3.2(d) to the extent that it takes an action or omits to take an action:
  - (1) as required, contemplated, permitted or permitted not to be done, by this deed; or
  - (2) which has been consented to in writing by WPP plc or Cavendish (such consent not to be unreasonably withheld or delayed).
- (d) Each party must co-operate with, and comply with all reasonable requests of, the other party for the purposes of procuring the satisfaction of any Condition Precedent and must not take any action that will or is likely to hinder or prevent the satisfaction of any Condition Precedent.
- (e) Each party must keep the other party reasonably informed of the progress towards satisfying the Conditions Precedent.
- (f) Without limiting this clause 3.2 and except to the extent prohibited by a Government Agency, in the case of the Regulatory Approvals in clauses 3.1(a)(1) and 3.1(a)(3) WPP plc and Cavendish must, and in the case of the Regulatory Approvals in clause 3.1(a)(2) WPP AUNZ must:
  - (1) promptly apply for the Regulatory Approvals and consult with the other parties in relation to all of those applications and provide the other parties with a copy of all of those applications;



- (2) take all steps it is responsible for as part of the Regulatory Approvals process, including responding to requests for information from the relevant Government Agencies at the earliest practicable time;
- (3) keep the other parties informed of progress in relation to the Regulatory Approvals (including in relation to any material matters raised by, or conditions or other arrangements proposed by, or to, any Government Agency in relation to the Regulatory Approval) and provide the other parties with all information reasonably requested in connection with the applications for, or progress of, the Regulatory Approvals;
- (4) consent to any extension of the statutory review period which may be applicable to an application for a Regulatory Approval which may be requested by a Government Agency in connection with that Regulatory Approval;
- (5) consult with the other parties in advance in relation to the progress of obtaining, and all material communications with Government Agencies regarding any of, the Regulatory Approvals; and
- (6) provide the other parties with all assistance and information that it reasonably requests in connection with an application for a Regulatory Approval,

provided that:

- (7) the party applying for a Regulatory Approval is not prevented from taking any step (including communicating with a Government Agency) in respect of a Regulatory Approval if another party to this deed has not promptly responded to a request for information under clauses 3.2(f)(3) or 3.2(f)(6).
- (g) Each of WPP plc and Cavendish acknowledges and agrees that the following are reasonable and acceptable to it if they are included in any “no objections” notification contemplated by clause 3.1(a)(1) that is received in connection with the Transaction:
- (1) standard tax conditions and any other conditions which are of a kind routinely imposed or requested by FIRB in accordance with its guidelines or usual practices from time to time; and
  - (2) any other conditions or undertakings imposed, required or requested by a Government Agency, unless the conditions or undertakings would have a material adverse impact on the value of the WPP AUNZ Group following the Transaction.

### 3.3 Waiver of Conditions Precedent

- (a) The Conditions Precedent in clauses 3.1(a), 3.1(b) and 3.1(d) cannot be waived.
- (b) The Condition Precedent in clauses 3.1(c) is for the sole benefit of WPP AUNZ and may only be waived by WPP AUNZ (in its absolute discretion) in writing.
- (c) The Condition Precedent in clause 3.1(e) is for the benefit of both parties and may only be waived by written agreement between WPP plc and WPP AUNZ (in each case in their respective absolute discretion).

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- (d) If a party waives the breach or non-satisfaction of any of the Conditions Precedent in clause 3.1, that waiver does not prevent that party from suing another party for any breach of this deed that resulted in the breach or non-satisfaction of the relevant Condition Precedent.
- (e) Waiver of a breach or non-satisfaction in respect of one Condition Precedent does not constitute:
  - (1) a waiver of breach or non-satisfaction of any other Condition Precedent resulting from the same event; or
  - (2) a waiver of breach or non-satisfaction of that Condition Precedent resulting from any other event.

### 3.4 Termination on failure of Condition Precedent

- (a) If there is an event or occurrence that would, does or will prevent any of the Conditions Precedent being satisfied (including, for the avoidance of doubt, if WPP AUNZ Shareholders (other than the Excluded Shareholders) do not agree to the Scheme at the Scheme Meeting by the requisite majorities), or if any of the Conditions Precedent will not otherwise be satisfied, by the earlier of:
  - (1) the time and date specified in this deed for the satisfaction of that Condition Precedent; and
  - (2) the End Date,or such Condition Precedent is otherwise not satisfied by that specified time and date or by the End Date (as applicable), then WPP AUNZ or WPP plc may give the other written notice (**Consultation Notice**) within 5 Business Days after a relevant notice being given under clause 3.5(b) and they then must consult in good faith to:
  - (3) consider and, if agreed, determine, whether the Transaction may proceed by way of alternative means or methods;
  - (4) consider changing and, if agreed, change, the date of the application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed to in writing by WPP plc and WPP AUNZ (being a date no later than 5 Business Days before the End Date); or
  - (5) consider extending and, if agreed, extend, the time and date specified in this deed for the satisfaction of that Condition Precedent or End Date (as applicable),respectively.
- (b) Subject to clauses 3.4(c) and 3.4(d), if WPP AUNZ and WPP plc are unable to reach agreement under clause 3.4(a) within 5 Business Days after the date on which the Consultation Notice is given, then, unless:
  - (1) the relevant Condition Precedent has been waived in accordance with clause 3.3; or
  - (2) the party, or in the case of clause 3.3(c), each party, entitled to waive the relevant Condition Precedent in accordance with clause 3.3 confirms in writing to the other parties that it will not rely on the event or occurrence that would or does prevent the relevant Condition

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Precedent from being satisfied, or would mean the relevant Condition Precedent would or will not otherwise be satisfied,

WPP AUNZ and WPP plc may terminate this deed without any liability to the other parties because of that termination.

- (c) A party may not terminate this deed pursuant to clause 3.4(b) if:
- (1) the relevant occurrence or event, the failure of the Condition Precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach of clauses 3.2 or 3.5 by that party (or, in the case of WPP plc, by Cavendish or another member of the WPP plc Group), although in such circumstances the other party having termination rights under clause 3.4(b) may still terminate this deed; or
  - (2) the relevant Condition Precedent is stated in clause 3.3 to be for the sole benefit of another party.
- (d) If the Condition Precedent in clause 3.1(b) (*Shareholder approval*) is not satisfied only because of a failure to obtain the majority required by sub-subparagraph 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that sub-subparagraph, provided the party has, in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable. Each party may make such submissions to the Court and file such evidence as each party considers is reasonably required to seek to persuade the Court to exercise its discretion under section 411(4)(a)(ii)(A) of the Corporations Act. If approval is given, the Condition Precedent in clause 3.1(b) (*Shareholder approval*) is deemed to be satisfied for all purposes.

### 3.5 Certain notices relating to Conditions Precedent

If a party becomes aware of:

- (a) the satisfaction of a Condition Precedent or of any material progress towards such satisfaction; or
- (b) the happening of an event or occurrence that would, does, will, or would reasonably be likely to:
  - (1) prevent a Condition Precedent being satisfied; or
  - (2) mean that any Condition Precedent will not otherwise be satisfied,

before the time and date specified for its satisfaction (or being satisfied by the End Date, if no such time and date is specified) or such Condition Precedent is not otherwise satisfied by that time and date (including, for the avoidance of doubt, if WPP AUNZ Shareholders (other than Excluded Shareholders) do not agree to the Scheme at the Scheme Meeting by the requisite majorities),

it must advise the other parties by notice in writing, as soon as possible (and in any event within 2 Business Days).



## 4 Transaction steps

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### 4.1 Scheme

WPP AUNZ must propose the Scheme to WPP AUNZ Shareholders (other than Excluded Shareholders) on and subject to the terms and conditions of this deed and the Scheme.

### 4.2 No amendment to the Scheme without consent

WPP AUNZ must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of WPP plc.

### 4.3 Scheme Consideration

- (a) The parties acknowledge that each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder in accordance with the terms and conditions of this deed and the Scheme.
- (b) WPP plc undertakes and warrants to WPP AUNZ (in its own right and separately as trustee on behalf of WPP AUNZ Shareholders) that, in consideration of the transfer to Cavendish of each WPP AUNZ Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date WPP plc will:
  - (1) procure that Cavendish will accept that transfer; and
  - (2) provide to each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with the terms and conditions of this deed and the Scheme.

### 4.4 Provision of WPP AUNZ Share information

- (a) In order to facilitate the provision of the Scheme Consideration, WPP AUNZ must provide, or procure the provision of, to WPP plc or Cavendish a complete copy of the WPP AUNZ Share Register as at the Scheme Record Date (which must include the name, Registered Address and registered holding of each Scheme Shareholder as at the Scheme Record Date), within one Business Day after the Scheme Record Date.
- (b) The details and information to be provided under clause 4.4(a) must be provided in such form as WPP plc, Cavendish or WPP plc's registry may reasonably require.

### 4.5 WPP AUNZ Performance Rights & Options

- (a) **Treatment of WPP AUNZ Performance Rights & Options:** The parties agree that the WPP AUNZ Performance Rights & Options will be dealt with, in connection with the Transaction, in the manner set out in a memorandum initialled on behalf of WPP AUNZ and WPP plc on or about the date of this agreement (**Performance Rights Memo**), and that WPP AUNZ will take such action as is necessary to ensure that this occurs.



(b) **ASX waiver:**

- (1) As soon as reasonably practicable after the date of this deed, WPP AUNZ must use its reasonable endeavours to procure that the ASX grants a waiver from rule 6.23 of the Listing Rules (to the extent required) in connection with any actions to be taken by WPP AUNZ under this clause 4.5.
- (2) If the waiver referred to in clause 4.5(b)(1) is not obtained before the First Court Date, WPP AUNZ agrees to seek any approvals that are required from the WPP AUNZ Shareholders under rule 6.23 of the Listing Rules in connection with any actions to be undertaken by WPP AUNZ under this clause 4.5.

#### 4.6 Special Dividend

Notwithstanding any other provision of this deed, subject to:

- (a) the Scheme becoming Effective; and
- (b) WPP AUNZ complying with the requirements of section 254T of the Corporations Act,

WPP AUNZ may (in its absolute discretion) declare and pay a cash dividend in an amount of up to the Special Dividend Amount per WPP AUNZ Share (**Special Dividend**) to WPP AUNZ Shareholders, provided that:

- (c) the Special Dividend is to be declared on or prior to the Effective Date, and in any event by no later than the last date permitted by the Listing Rules to declare that dividend;
- (d) the record date for the Special Dividend must be at least two Business Days before the Scheme Record Date;
- (e) the payment date for the Special Dividend will be determined by WPP AUNZ (in its absolute discretion), provided that the payment date must also be before the Scheme Record Date; and
- (f) the Special Dividend will be franked to the maximum extent possible, subject to the franking account of WPP AUNZ not being in deficit immediately after the payment of the Special Dividend.

## 5 Implementation

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### 5.1 Timetable and general

- (a) Subject to clause 5.1(b), the parties must each use all reasonable endeavours to:
  - (1) comply with their respective obligation under this clause 5; and
  - (2) take all necessary steps and exercise all rights necessary to implement the Transaction,in accordance with the Timetable.



- (b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 5.1(a) to the extent that such failure is due to circumstances and matters outside the party's control (including, for the avoidance of doubt, any delays caused by a Government Agency) or due to WPP AUNZ taking or omitting to take any action which WPP AUNZ IBC members consider necessary to comply with their statutory and/or fiduciary duties in response to a Competing Proposal that the WPP AUNZ IBC considers, after having consulted with its financial and legal advisers, is reasonably likely to lead to a Superior Proposal (provided that WPP AUNZ acts reasonably in assessing and responding to the Competing Proposal). To avoid doubt, WPP AUNZ and the WPP AUNZ IBC and its members may take or omit to take any action which the WPP AUNZ IBC considers necessary to comply with their statutory and/or fiduciary duties in response to a Competing Proposal that the WPP AUNZ IBC considers, after having consulted with its financial and legal advisers, is reasonably likely to lead to a Superior Proposal (provided that WPP AUNZ acts reasonably in assessing and responding to the Competing Proposal). If WPP AUNZ receives a Competing Proposal, it must notify WPP plc of that fact, and of the material terms of the Competing Proposal and the identity of the person proposing the Competing Proposal.
- (c) Each party must keep the other informed about their progress against the Timetable and notify each other if it believes that any of the dates in the Timetable are not achievable.
- (d) To the extent that any of the dates or timeframes set out in the Timetable become not achievable due to matters outside of a party's control (including, for the avoidance of doubt, any delays caused by a Government Agency), the parties will consult in good faith to agree to any necessary extension to ensure such matters are completed within the shortest possible timeframe.

## 5.2 WPP AUNZ's obligations

Subject to any change of recommendation by the WPP AUNZ IBC that is permitted by clause 5.7(b), WPP AUNZ must take all necessary steps to implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing, (i) use all reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step (and must consult with WPP plc on a regular basis about its progress in that regard), (ii) do any acts it is authorised and able to do on behalf of WPP AUNZ Shareholders, and (iii) do each of the following:

- (a) **preparation of Scheme Booklet:** prepare and, subject to WPP complying with its obligations under clauses 5.3(a) and 5.3(b), despatch the Scheme Booklet in accordance with all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules;
- (b) **WPP AUNZ IBC's recommendation:** include in the Scheme Booklet a statement by the WPP AUNZ IBC:
- (1) unanimously recommending that WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of WPP AUNZ Shareholders; and
  - (2) that each WPP AUNZ IBC member will (subject to the same qualifications as set out in clause 5.2(b)(1)) vote, or procure the voting

of, any Director WPP AUNZ Shares held by that member at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting,

unless there has been a change of recommendation permitted by clause 5.7;

- (c) **paragraph 411(17)(b) statement:** apply to ASIC for the production of:
- (1) an indication of intent letter stating that it does not intend to appear before the Court on the First Court Date; and
  - (2) a statement under paragraph 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (d) **Court direction:** apply to the Court for orders pursuant to subsection 411(1) of the Corporations Act directing WPP AUNZ to convene the Scheme Meeting;
- (e) **Scheme Meeting:** convene the Scheme Meeting to seek WPP AUNZ Shareholders' (other than Excluded Shareholders') agreement to the Scheme in accordance with the orders made by the Court pursuant to subsection 411(1) of the Corporations Act;
- (f) **proxy disclosure and solicitation:** keep WPP plc reasonably informed regarding proxy information in the lead up to the Scheme Meeting;
- (g) **Court documents:** consult with WPP plc in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, comments from WPP plc and its Related Persons on those documents;
- (h) **Court approval:** if the Scheme is approved by WPP AUNZ Shareholders (other than Excluded Shareholders) under subparagraph 411(4)(a)(ii) of the Corporations Act (or, if applicable, the majority required under section 411(4)(a)(ii)(B) of the Corporations Act) and it can reasonably be expected that all of the Conditions Precedent (other than the Condition Precedent in clause 3.1(d)) will be satisfied or waived in accordance with this deed before 8.00am on the Second Court Date, apply to the Court for orders approving the Scheme as agreed to by the WPP AUNZ Shareholders (other than Excluded Shareholders) at the Scheme Meeting;
- (i) **(appeal process)** if the Court refuses to make any orders directing WPP AUNZ to convene the Scheme Meeting or approving the Scheme, WPP AUNZ and WPP plc must:
- (1) consult with each other in good faith as to whether to appeal the Court's decision; and
  - (2) appeal the Court's decision unless the parties agree otherwise or an independent senior counsel opines that, in his or her view, an appeal would have no reasonable prospect of success before the End Date;
- (j) **certificate:** at the hearing on the Second Court Date provide to the Court:
- (1) a certificate (signed for and on behalf of WPP AUNZ) in the form of a deed (substantially in the form set out in Attachment 4) confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent (other than the Condition Precedent in clause 3.1(d)) have been satisfied or waived in accordance with this deed, a draft of which

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certificate must be provided by WPP AUNZ to WPP plc by 4.00pm on the date that is two Business Days prior to the Second Court Date; and

- (2) any certificate provided to it by WPP plc pursuant to clause 5.3(i);
- (k) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with subsection 411(10) of the Corporations Act approving the Scheme by no later than the Business Day after the date on which the Court order was made (or such later date as agreed in writing by WPP plc);
- (l) **Scheme Consideration:** if the Scheme becomes Effective, finalise and close the WPP AUNZ Share Register as at the Scheme Record Date, and determine entitlements to the Scheme Consideration, in accordance with the Scheme and the Deed Poll;
- (m) **transfer and registration:** if the Scheme becomes Effective and subject to WPP plc having paid the Scheme Consideration in accordance with the Scheme and Deed Poll:
- (1) execute, on behalf of Scheme Shareholders, instruments of transfer of the Scheme Shares to Cavendish; and
- (2) register all transfers of the Scheme Shares to Cavendish on the Implementation Date;
- (n) **consultation with WPP plc in relation to Scheme Booklet:** consult with WPP plc as to the content and presentation of the Scheme Booklet including:
- (1) providing to WPP plc drafts of the Scheme Booklet and the Independent Expert's Report for the purpose of enabling WPP plc to review and comment on those draft documents. In relation to the Independent Expert's Report, WPP plc's review is to be limited to a factual accuracy review;
- (2) considering comments made by WPP plc in good faith when producing a revised draft of the Scheme Booklet;
- (3) providing to WPP plc a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised and to enable WPP plc to review the Regulator's Draft before the date of its submission;
- (4) obtaining written consent from WPP plc for the form and content in which the WPP plc Information appears in the Scheme Booklet; and
- (o) **information:** provide all necessary information, and procure that the WPP AUNZ Registry provides all necessary information, in each case in a form reasonably requested by WPP plc, about the Scheme, the Scheme Shareholders and WPP AUNZ Shareholders to WPP plc and its Related Persons, which WPP plc reasonably requires in order to:
- (1) understand the legal and beneficial ownership of WPP AUNZ Shares (including by providing a beneficial ownership analysis of WPP AUNZ Shares on a regular basis to WPP plc (and at least as frequently as WPP AUNZ receives such analysis itself)), and canvass agreement to the Scheme by WPP AUNZ Shareholders (including the results of directions by WPP AUNZ to WPP AUNZ Shareholders under Part 6C.2 of the Corporations Act);



- (2) facilitate the provision by, or on behalf of, Cavendish of the Scheme Consideration and to otherwise enable WPP plc and Cavendish comply with the terms of this deed, the Scheme and the Deed Poll; or
- (3) review the tally of proxy appointments and directions received by WPP AUNZ before the Scheme Meeting.

WPP AUNZ must comply with any reasonable request of WPP plc for WPP AUNZ to give directions to WPP AUNZ Shareholders pursuant to Part 6C.2 of the Corporations Act from time to time for one of the purposes referred to in (1) or (2) above.

- (p) **lodgement of Regulator's Draft:** as soon as practicable, but by no later than 14 days before the First Court Date, provide the Regulator's Draft to ASIC for its review for the purposes of subsection 411(2) of the Corporations Act, and provide a copy of the Regulator's Draft to WPP plc as soon as practicable thereafter;
- (q) **ASIC review of Scheme Booklet:** keep WPP plc informed of any matters raised by ASIC in relation to the Scheme Booklet or the Transaction, and take into consideration any comments made by WPP plc in relation to any such matters raised by ASIC;
- (r) **registration of Scheme Booklet:** take all reasonable measures within its control to cause ASIC to register the Scheme Booklet under subsection 412(6) of the Corporations Act;
- (s) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (t) **Independent Expert:** promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report for inclusion in the Scheme Booklet (including any updates to such report) and any other materials to be prepared by the Independent Expert for inclusion in the Scheme Booklet (including any updates thereto);
- (u) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations;
- (v) **listing:** subject to clause 5.2(x), not do anything to cause WPP AUNZ Shares to cease being quoted on ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless WPP plc has agreed in writing;
- (w) **update Scheme Booklet:** until the date of the Scheme Meeting, promptly update or supplement the Scheme Booklet with, or where appropriate otherwise inform the market by way of announcement of, any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement, and seek the Court's approval for the despatch of any updated or supplementary Scheme Booklet. WPP AUNZ must consult with WPP plc as to the content and presentation of the updated or supplementary Scheme Booklet, or the market announcement, in the manner contemplated by clause 5.2(n); and



- (x) **suspension of trading:** apply to ASX to suspend trading in WPP AUNZ Shares with effect from the close of trading on the Effective Date.

### 5.3 WPP plc's obligations

WPP plc must take all necessary steps to implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing, must (i) use all reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (and must consult with WPP AUNZ on a regular basis about its progress in that regard), and (ii) do each of the following:

- (a) **WPP plc Information:** prepare and provide to WPP AUNZ the WPP plc Information for inclusion in the Scheme Booklet, including all information regarding the WPP plc Group, including Cavendish, and the Scheme Consideration required by all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules, and consent to the inclusion of that information in the Scheme Booklet;
- (b) **Scheme Booklet and Court documents:** provide any assistance or information reasonably requested by WPP AUNZ in connection with preparation of the Scheme Booklet (including any updated or supplementary Scheme Booklet) and any documents required to be filed with the Court in respect of the Scheme, review the drafts of the Scheme Booklet (including any updated or supplementary Scheme Booklet) prepared by WPP AUNZ and provide comments on those drafts in good faith;
- (c) **Independent Expert's Report:** subject to the Independent Expert entering into arrangements with WPP plc including in relation to confidentiality in a form reasonably acceptable to WPP plc, provide any assistance or information reasonably requested by WPP AUNZ or by the Independent Expert in connection with the preparation of the Independent Expert's Report to be sent together with the Scheme Booklet;
- (d) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (e) **Deed Poll:** by no later than the Business Day prior to the First Court Date, execute and deliver to WPP AUNZ the Deed Poll and procure that Cavendish will execute and deliver to WPP AUNZ the Deed Poll;
- (f) **accuracy of WPP plc Information:** provide written confirmation to WPP AUNZ, in such form as it may reasonably require in connection with providing evidence of verification of the Scheme Booklet, that the WPP plc Information in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;
- (g) **share transfer:** if the Scheme becomes Effective, procure that Cavendish:
- (1) accepts a transfer of the Scheme Shares as contemplated by clause 4.3(b)(1); and
  - (2) executes instruments of transfer in respect of the Scheme Shares;
- (h) **Scheme Consideration:** if the Scheme becomes Effective, procure the provision of, by or on behalf of, Cavendish, the Scheme Consideration in the



manner and amount contemplated by clause 4 and the terms of the Scheme and the Deed Poll;

- (i) **certificate:** before the commencement of the hearing on the Second Court Date provide to WPP AUNZ for provision to the Court at that hearing a certificate (signed for and on behalf of WPP plc) in the form of a deed (substantially in the form set out in Attachment 4) confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent (other than the Condition Precedent in clause 3.1(d)) have been satisfied or waived in accordance with this deed, a draft of which certificate must be provided by WPP plc to WPP AUNZ by 4.00 pm on the date that is two Business Days prior to the Second Court Date;
- (j) **update WPP plc Information:** until the date of the Scheme Meeting, promptly provide to WPP AUNZ any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the WPP plc Information contained in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement; and
- (k) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations.

#### 5.4 Conduct of business

- (a) Subject to clause 5.4(b), from the date of this deed up to and including the Implementation Date, and without limiting any other obligations of WPP AUNZ under this deed, WPP AUNZ must:
  - (1) conduct its businesses and operations, and must cause each other WPP AUNZ Group Member to conduct its respective business and operations, in the ordinary and usual course generally consistent with the manner in which each such business and operations were conducted immediately prior to the date of this deed;
  - (2) not enter into any line of business or other activities in which the WPP AUNZ Group is not engaged as of the date of this deed;
  - (3) make all reasonable efforts, and procure that each other WPP AUNZ Group Member makes all reasonable efforts, to:
    - (A) preserve and maintain the value of the businesses and assets of the WPP AUNZ Group;
    - (B) keep available the services of the directors, officers and employees of each member of the WPP AUNZ Group;
    - (C) maintain and preserve their relationships with Government Agencies, customers, suppliers and others having business dealings with any WPP AUNZ Group Member (including using all reasonable endeavours to obtain, as expeditiously as reasonably possible, consents from third parties to any change of control provisions in material contracts or arrangements to which a member of the WPP AUNZ Group is a party and which would be triggered as a result of the Transaction or the subsequent delisting of WPP AUNZ from the ASX, provided that in doing so WPP AUNZ acts

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- reasonably and, if applicable, in accordance with WPP plc's reasonable requests);
- (D) comply in all material respects with all material contracts to which any WPP AUNZ Group Member is a party, and with laws, authorisations and licences applicable to each member of the WPP AUNZ Group; and
  - (E) ensure that WPP AUNZ complies with the WPP AUNZ Delegation of Authority, and ensure that any decision requiring WPP AUNZ Board approval, as set out in the WPP AUNZ Delegation of Authority, is only made with the concurrence of all of the directors nominated by WPP plc (and on the basis that WPP plc will be provided with copies of the Board papers relating to the relevant decision in the same timeframes as directors);
- (4) except as permitted in the Performance Rights Memo, not issue any WPP AUNZ Shares, or issue or grant or create any right to call for the issue or grant of, any shares, options, warrants, performance rights or other securities or instruments in WPP AUNZ;
  - (5) not make any tax election or settle or compromise any tax liability or tax, or amend any tax return, unless that election, settlement, compromise or amended tax return is required by law, is supported by an opinion from WPP AUNZ's tax adviser, or is in the ordinary course of business and is consistent with past practices, or will not result in any increased tax liability for the WPP AUNZ group; and
  - (6) not declare, pay or make any dividend or other distribution other than the Permitted Dividends.
- (b) Nothing in clause 5.4(a) restricts the ability of WPP AUNZ to take any action:
- (1) which is required or expressly permitted by this deed or the Scheme, including for the avoidance of doubt actions to give effect to a Superior Proposal;
  - (2) which has been agreed to in writing by WPP plc (which agreement must not be unreasonably withheld or delayed);
  - (3) which is required by any applicable law regulation, contract (provided the contract was entered into prior to the date of this deed) or by a Government Agency (except where that requirement arises as a result of an action by a WPP AUNZ Group Member);
  - (4) which has been approved by the WPP AUNZ Board prior to the date of this deed;
  - (5) which was Fairly Disclosed to WPP plc within 12 months prior to execution of this deed as being an action that the WPP AUNZ Group may carry out between (and including) the date of this deed and the Implementation Date;
  - (6) that WPP AUNZ Fairly Disclosed in an announcement made by WPP AUNZ to ASX, or a publicly available document lodged by it with ASIC, within 3 years prior to the date of this deed, or which would be disclosed in a search of ASIC records or ASX announcements in relation to WPP AUNZ or a Subsidiary of WPP AUNZ (as relevant), within 3 years prior to the date of this deed.

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## 5.5 Access

- (a) In the period from the date of this deed to the Implementation Date and for so long as the majority of the WPP AUNZ IBC considers the Transaction to be in the best interests of WPP AUNZ Shareholders, WPP AUNZ must:
- (1) keep WPP plc informed of all material developments relating to the WPP AUNZ Group and its business;
  - (2) promptly following a reasonable request by WPP plc, provide WPP plc (and its Related Persons) with reasonable access at mutually convenient times to:
    - (A) documents and information relating to the WPP AUNZ Group; and
    - (B) executives and senior management of the WPP AUNZ Group,for the purpose of:
    - (C) keeping WPP plc informed of all material developments relating to the WPP AUNZ Group in accordance with clause 5.5(a)(1);
    - (D) the implementation of the Scheme;
    - (E) planning the transition of the WPP AUNZ Group and other matters relating to the conduct of the WPP AUNZ Group following the Implementation Date; and
    - (F) otherwise facilitating the Transaction; and
  - (3) provide WPP plc with regular reports on the financial affairs of the WPP AUNZ Group and its businesses, including the provision of the WPP AUNZ Group's monthly management accounts, in a timely manner to WPP plc.
- (b) Nothing in clause 5.5(a):
- (1) obliges WPP AUNZ to disclose any information which would breach an obligation of confidentiality to any Third Party or any applicable privacy laws or result in a waiver of legal professional privilege;
  - (2) obliges WPP AUNZ to provide access to its people or documentation or to take any other action which would disrupt the usual and ordinary course of WPP AUNZ's businesses and operations;
  - (3) obliges WPP AUNZ to prepare information in a form different from that used in its normal management and reporting processes;
  - (4) obliges WPP AUNZ to provide, or procure the provision of, information concerning:
    - (A) the consideration of the Scheme by WPP AUNZ, the WPP AUNZ IBC or WPP AUNZ management; or
    - (B) any actual, proposed or potential Competing Proposal or the consideration of any such actual, proposed or potential Competing Proposal by WPP AUNZ, the WPP AUNZ IBC or WPP AUNZ management; or



- (5) affects the parties' rights and obligations under the 2016 Merger Documents.

## 5.6 Appointment of directors

WPP AUNZ must, as soon as practicable on the Implementation Date, after the Scheme Consideration has been despatched to Scheme Shareholders in accordance with the terms of the Scheme, take all actions necessary to:

- (a) cause the appointment of the nominees of WPP plc to the WPP AUNZ Board;
- (b) ensure that all directors on the WPP AUNZ Board, other than the WPP plc nominees:
  - (1) resign; and
  - (2) unconditionally and irrevocably release WPP AUNZ from any claims they may have against WPP AUNZ (other than, to avoid doubt, any claims they may have either at the relevant time or in the future under or in respect of indemnities or insurance policies referred to in clause 7.3); and
- (c) ensure that all directors on the boards of WPP AUNZ's Subsidiaries:
  - (1) resign; and
  - (2) unconditionally and irrevocably release WPP AUNZ and its relevant Subsidiaries from any claims they may have against either of them (other than, to avoid doubt, any claims they may have either at the relevant time or in the future under or in respect of indemnities or insurance policies referred to in clause 7.3),

and to cause the appointment of nominees of WPP plc to those boards.

## 5.7 WPP AUNZ IBC recommendation

- (a) WPP AUNZ must procure that, subject to clause 5.7(b), the WPP AUNZ IBC unanimously recommends that WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme at the Scheme Meeting in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interest of WPP AUNZ Shareholders, and ensure that the Scheme Booklet includes a statement by the WPP AUNZ IBC to that effect.
- (b) WPP AUNZ must procure that the WPP AUNZ IBC collectively, and the WPP AUNZ IBC members individually, do not adversely change, withdraw, adversely modify or adversely qualify its or their recommendation to vote in favour of the Scheme unless:
  - (1) the Independent Expert provides a report to WPP AUNZ (including either the Independent Expert's Report or any update of, or any revision, amendment or supplement to, that report) that concludes that the Scheme is not in the best interests of WPP AUNZ Shareholders;
  - (2) WPP AUNZ has received a Superior Proposal; or
  - (3) the WPP AUNZ IBC has determined, after receiving written legal advice from Senior Counsel, that the WPP AUNZ IBC, by virtue of the



directors' duties of the WPP AUNZ IBC Members, is required to change, withdraw or modify its recommendation.

For the purposes of this clause 5.7(b), customary qualifications and explanations contained in the Scheme Booklet and any public announcements by WPP AUNZ in relation to a recommendation to vote in favour of the Scheme to the effect that the recommendation is made:

- (1) in the absence of a Superior Proposal;
- (2) in respect of any public announcement issued before the issue of the Scheme Booklet, 'subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interest of WPP AUNZ Shareholders'; and
- (3) in respect of the Scheme Booklet and any public announcements issued at the time of or after the issue of the Scheme Booklet, 'subject to the Independent Expert continuing to conclude that the Scheme is in the best interest of WPP AUNZ Shareholders',

will not be regarded as a failure to make, or a change, withdrawal, modification or qualification of, a recommendation in favour of the Scheme.

- (c) Without limiting the operation of the preceding provisions of this clause 5.7, if circumstances arise, including the receipt or expected receipt of an unfavourable report from the Independent Expert (either the Independent Expert's Report or any update of, or any revision, amendment or supplement to, that report) which may lead to any one or more WPP AUNZ IBC members changing, withdrawing or varying his or her recommendation to vote in favour of the Scheme, WPP AUNZ must, to the extent practicable having regard to statutory and fiduciary duties and requirements of applicable law and the Listing Rules:
  - (1) immediately notify WPP plc of this fact; and
  - (2) consult with WPP plc in good faith for two Business Days after the date on which the notice under clause 5.7(c)(1) is given to consider and determine whether there are any steps that can be taken to avoid such a change, withdrawal or variation.

## 5.8 Conduct of Court proceedings

- (a) WPP AUNZ and WPP plc are entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) This deed does not give any party any right or power to give undertakings to the Court for or on behalf of another party without that party's written consent.
- (c) WPP AUNZ and WPP plc must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.

## 5.9 Scheme Booklet content and responsibility statements

- (a) The Scheme Booklet will contain a responsibility statement to the effect that:



- (1) WPP plc is responsible for the WPP plc Information contained in the Scheme Booklet and that WPP plc assumes no responsibility for the accuracy or completeness of the WPP AUNZ Information or the Independent Expert's Report; and
  - (2) WPP AUNZ is responsible for the WPP AUNZ Information contained in the Scheme Booklet and that WPP AUNZ assumes no responsibility for the accuracy or completeness of the WPP plc Information or the Independent Expert's Report.
- (b) If after a reasonable period of consultation (being no longer than 5 Business Days), WPP AUNZ and WPP plc are unable to agree on the form or content of the Scheme Booklet:
- (1) where the determination relates to WPP plc Information, WPP plc will make the final determination as to the form and content of the WPP plc Information; and
  - (2) in any other case, WPP AUNZ will make the final determination as to the form and content of the Scheme Booklet, acting reasonably.

### 5.10 Promotion of Scheme

From the date a report is received from the Independent Expert concluding that the Scheme is in the best interests of WPP AUNZ Shareholders, up to and including the Implementation Date (and subject to there being no Superior Proposal), WPP AUNZ must procure that the IBC, Chief Executive Officer and Chief Financial Officer of WPP AUNZ as reasonably requested by WPP plc (and without disrupting the usual and ordinary course of WPP AUNZ's businesses and operations) participate in efforts to promote the merits of the Scheme, including:

- (a) meeting with key WPP AUNZ Shareholders;
- (b) communicating with WPP AUNZ's employees, customers and suppliers and the employees, customers and suppliers of WPP AUNZ's Related Bodies Corporate; and
- (c) communicating with the public to promote the merits of the Scheme.

## 6 Representations and warranties

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### 6.1 WPP plc's representations and warranties

WPP plc represents and warrants to WPP AUNZ (in its own right and separately as trustee or nominee for each of the other WPP AUNZ Indemnified Parties) each of the WPP plc Representations and Warranties.

### 6.2 WPP plc's indemnity

WPP plc agrees with WPP AUNZ (in its own right and separately as trustee or nominee for each of the other WPP AUNZ Indemnified Parties) to indemnify WPP AUNZ and each of the WPP AUNZ Indemnified Parties against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that WPP AUNZ or

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any of the other WPP AUNZ Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the WPP plc Representations and Warranties.

### **6.3 WPP AUNZ's representations and warranties**

WPP AUNZ represents and warrants to WPP plc (in its own right and separately as trustee or nominee for each of the other WPP plc Indemnified Parties) each of the WPP AUNZ Representations and Warranties.

### **6.4 WPP AUNZ's indemnity**

WPP AUNZ agrees with WPP plc (in its own right and separately as trustee or nominee for each WPP plc Indemnified Party) to indemnify WPP plc and each of the WPP plc Indemnified Parties from any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that WPP plc or any of the other WPP plc Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the WPP AUNZ Representations and Warranties.

### **6.5 Qualifications on WPP AUNZ's representations, warranties and indemnities**

The WPP AUNZ Representations and Warranties made or given in clause 6.3 and the indemnity in clause 6.4, are each subject to matters that:

- (a) have been Fairly Disclosed to WPP plc prior to execution of this deed;
- (b) have been Fairly Disclosed in an announcement by WPP AUNZ to ASX, or a publicly available document lodged by it with ASIC, within 3 years prior to the date of this deed, or which would be disclosed in a search of ASIC records or ASX announcements in relation to WPP AUNZ or a Subsidiary of WPP AUNZ (as relevant) within 3 years prior to the date of this deed; or
- (c) are required or expressly permitted by this deed or the Scheme.

### **6.6 Survival of representations and warranties**

Each representation and warranty in clauses 6.1 and 6.3:

- (a) is severable;
- (b) survives the termination of this deed; and
- (c) is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this deed.

### **6.7 Survival of indemnities**

Each indemnity in this deed (including those in clauses 6.2 and 6.4):

- (a) is severable;
- (b) is a continuing obligation;
- (c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and
- (d) survives the termination of this deed.



## 6.8 Timing of representations and warranties

Each representation and warranty made or given under clauses 6.1 or 6.3 is given at the date of this deed and repeated continuously thereafter until 8.00am on the Second Court Date unless that representation or warranty is expressed to be given at a particular time, in which case it is given at that time.

## 6.9 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

## 7 Releases

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### 7.1 WPP AUNZ and WPP AUNZ directors and officers

- (a) Each of WPP plc and Cavendish:
  - (1) releases its rights; and
  - (2) agrees with WPP AUNZ that it will not make, and that after the Implementation Date it will procure that each WPP AUNZ Group Member does not make, any claim, against any WPP AUNZ Indemnified Party (other than WPP AUNZ and its Subsidiaries) as at the date of this deed and from time to time in connection with:
    - (3) any breach of any representations and warranties of WPP AUNZ or any other member of the WPP AUNZ Group in this deed or any breach of any covenant given by or obligation on WPP AUNZ in this deed;
    - (4) any disclosure containing any statement which is false or misleading whether in content or by omission; or
    - (5) any failure to provide information,whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the WPP AUNZ Indemnified Party has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this clause 7.1(a) limits WPP plc's rights to terminate this deed under clause 10.



- (b) Clause 7.1(a) is subject to any Corporations Act restriction and will be read down accordingly.
- (c) WPP AUNZ receives and holds the benefit of this clause 7.1 to the extent it relates to each WPP AUNZ Indemnified Party as trustee for each of them.

## 7.2 WPP plc and WPP plc directors and officers

- (a) WPP AUNZ releases its rights, and agrees with WPP plc that it will not make a claim, against any WPP plc Indemnified Party (other than WPP plc and its Related Bodies Corporate) as at the date of this deed and from time to time in connection with:
  - (1) any breach of any representations and warranties of WPP plc, Cavendish or any other member of the WPP plc Group in this deed or any breach of any covenant given by or obligation on WPP plc or Cavendish in this deed;
  - (2) any disclosure containing any statement which is false or misleading whether in content or by omission; or
  - (3) any failure to provide information,whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the WPP plc Indemnified Party has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this clause 7.2(a) limits WPP AUNZ's rights to terminate this deed under clause 10.
- (b) Clause 7.2(a) is subject to any Corporations Act restriction and will be read down accordingly.
- (c) WPP plc receives and holds the benefit of this clause 7.2 to the extent it relates to each WPP plc Indemnified Party as trustee for each of them.

## 7.3 Deeds of indemnity and insurance

- (a) Subject to the Scheme becoming Effective and the Transaction completing, WPP plc undertakes in favour of WPP AUNZ and each other WPP AUNZ Indemnified Party that it will:
  - (1) for a period of seven years from the Implementation Date, ensure that the constitutions of WPP AUNZ and each other WPP AUNZ Group Member continue to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in their capacity as a director or officer of the company to any person other than a WPP AUNZ Group Member; and
  - (2) procure that WPP AUNZ and each other WPP AUNZ Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and, without limiting the foregoing, ensure that directors' and officers' run-off insurance cover for such directors and officers is maintained for a period of seven years from the retirement date of each director and officer.

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- (b) WPP plc acknowledges that notwithstanding any other provision of this deed, WPP AUNZ may, prior to the Implementation Date, enter into arrangements to secure directors and officers run-off insurance for up to such seven year period, and that any actions to facilitate that insurance or in connection with such insurance will not be a breach of any provision of this deed provided that WPP AUNZ must consult with WPP plc in relation to the terms and cost of the run-off insurance including providing full details of those matters not less than five Business Days before entering into any arrangement to secure that run-off insurance.
- (c) The undertakings contained in clause 7.3(a) are subject to any Corporations Act restriction and will be read down accordingly.
- (d) WPP AUNZ receives and holds the benefit of clause 7.3(a), to the extent it relates to the other WPP AUNZ Indemnified Parties, as trustee for each of them.

## 8 Public announcement

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### 8.1 Announcement of the Transaction

- (a) Immediately after the execution of this deed, WPP AUNZ and WPP plc must issue public announcements in a form previously agreed to in writing between them.
- (b) The WPP AUNZ announcement must include a unanimous recommendation by the WPP AUNZ IBC to WPP AUNZ Shareholders (other than Excluded Shareholders) that, in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent's Expert's Report (and continuing to conclude) that the Scheme is in the best interest of WPP AUNZ Shareholders, WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme and that subject to the same qualifications each WPP AUNZ IBC member will vote (or will procure the voting of) all of their Director WPP AUNZ Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting.

### 8.2 Public announcements

Subject to clause 8.3, no public announcement or public disclosure of the Transaction or any other transaction the subject of this deed or the Scheme may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable. For the avoidance of doubt, this clause 8.2 does not apply to any announcement or disclosure relating to a Competing Proposal.

### 8.3 Required disclosure

Where a party is required by applicable law or the Listing Rules to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this deed or the Scheme, including to update trading performance, it may do so despite clause 8.2 and any other provision of this deed but must use all reasonable endeavours, to the extent practicable and lawful, to consult with

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the other parties prior to making the relevant disclosure and to take account of any reasonable comments received from the other party in relation to the form and content of the announcement or disclosure.

## 9 Confidentiality

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- (a) Each party acknowledges and agrees that:
- (1) any Confidential Information provided by or on behalf of:
    - (A) WPP AUNZ to WPP plc (or a Related Person of WPP plc);  
or
    - (B) WPP plc to WPP AUNZ (or a Related Person of WPP AUNZ),in connection with the Scheme must not be used or disclosed, except as set out in this clause 9;
  - (2) each party (**Recipient**) to whom (or to whose Related Persons) Confidential Information is disclosed by or on behalf of another party (**Discloser**):
    - (A) must keep the Confidential Information confidential;
    - (B) subject to clause 9(b)(3), must only use the Confidential Information in connection with Scheme and must not disclose the Confidential Information to any Third Party; and
    - (C) may disclose the Confidential Information to a Related Person, but only if it reasonably considers it necessary to make that disclosure in connection with the Scheme, and must procure that each of its Related Persons to whom Confidential Information is disclosed observes the obligations imposed on it under this clause 9;
  - (3) the undertakings in this clause 9 do not extend to any part of the Confidential Information disclosed which:
    - (A) was in the possession of the Recipient before it was disclosed by or on behalf of the Discloser, and which the Recipient did not acquire from any person which owed an obligation of confidence in respect of the Confidential Information at the time it was provided;
    - (B) is, or has become, part of the public domain, otherwise than through a breach of the terms of this deed; or
    - (C) becomes available to the Recipient from a Third Party legally entitled to possess the information and to provide it to the Recipient, if the use or disclosure accords with the right or permission legally granted to the Recipient by that Third Party,and, subject to the terms of this deed, do not prevent any disclosure:
    - (D) by the Recipient to its advisers or a Government Agency to the extent necessary in connection with:



- (i) enforcement or defence of its rights under this deed;
- (ii) obtaining any waivers, exemptions, approvals or consents, or making notifications, required in connection with the Transaction; or
- (iii) complying with any applicable statute, law, direction, order, rule, request or regulation of any Government Agency; or
- (E) which is required by applicable law.
- (b) Each party acknowledges and agrees that:
- (1) monetary damages alone may not be adequate compensation to the other party for a breach of the provisions of this clause 9;
  - (2) a party may seek an injunction from a court of competent jurisdiction if another party fails to, or threatens not to, comply with the provisions of this deed, or the party has reason to believe that another party will not comply with the terms of this deed;
  - (3) this clause 9 does not give any proprietary or other interest in the Confidential Information to the party to whom it was disclosed or to any other person to whom that party has the right to disclose the Confidential Information under this clause 9;
  - (4) it is aware of and must comply with (and must use its best endeavours to procure that its Related Persons who receive access to any part of the Confidential Information have been advised of) applicable laws which prohibit persons who have material non-public information about a company from purchasing or selling securities of that company or from communicating that information to any other person unless such disclosure is permitted or required by applicable law; and
  - (5) if requested by another party, a party must return the other party's Confidential Information to it, together with all copies, notes and memoranda relating to it, or destroy such information, and certify that it has been returned or destroyed (as applicable). However, nothing in this clause 9 requires the destruction of any board or investment committee papers prepared in connection with the Purpose or information required to be kept by Law or information automatically stored on its normal computer back-up systems (provided steps are taken to prevent such information being accessed).
- (c) Nothing in this clause 9 affects the parties' rights and obligations under the 2016 Merger Documents.
- (d) The provisions in this clause 9 terminate 12 months after the date of this deed. Termination is without prejudice to any rights or obligations that have accrued before that date.

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## 10 Termination

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### 10.1 Termination

- (a) Either of WPP plc or WPP AUNZ party may terminate this deed by written notice to the other one of those parties (in this clause 10.1, and in clause 10.4, the **other party**):
- (1) other than in respect of a breach of either a WPP plc Representation and Warranty or a WPP AUNZ Representation and Warranty (which are dealt with in clause 10.2), at any time before 8.00am on the Second Court Date, if:
    - (A) in respect of WPP AUNZ's right to terminate this deed, WPP plc or Cavendish has materially breached this deed, WPP AUNZ has given written notice to WPP plc setting out the relevant circumstances and stating an intention to terminate this deed, and WPP plc or Cavendish (as applicable) has failed to remedy the breach within five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
    - (B) in respect of WPP plc's right to terminate this deed, WPP AUNZ has materially breached this deed, WPP plc has given written notice to WPP AUNZ setting out the relevant circumstances and stating an intention to terminate this deed, and WPP AUNZ has failed to remedy the breach within five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
  - (2) at any time before 8.00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do anything necessary to permit the Transaction to be implemented by the End Date, and the action or refusal has become final and cannot be appealed or reviewed;
  - (3) in the circumstances set out in, and in accordance with, clause 3.4; or
  - (4) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date.
- (b) WPP plc may terminate this deed by written notice to WPP AUNZ at any time before 8.00am on the Second Court Date if:
- (1) the WPP AUNZ IBC or any WPP AUNZ IBC member:
    - (A) fails to recommend the Scheme;
    - (B) withdraws, adversely changes, adversely modifies or adversely qualifies its support of the Scheme or its, his or her recommendation that WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme; or



- (C) makes a public statement indicating that it, he or she no longer recommends the Transaction or recommends, supports or endorses another transaction (including any Competing Proposal but excluding a statement that no action should be taken by WPP AUNZ Shareholders pending assessment of a Competing Proposal by the WPP AUNZ IBC),

other than where any WPP AUNZ IBC member is required or requested by a court or Government Agency to abstain or withdraw from making a recommendation that WPP AUNZ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme after the date of this deed.

## 10.2 Termination for breach of representations and warranties

- (a) WPP plc may, at any time prior to 8.00am on the Second Court Date, terminate this deed for breach of a WPP AUNZ Representation and Warranty only if:
- (1) WPP plc has given written notice to WPP AUNZ setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
  - (2) the relevant breach continues to exist five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 10.2(a)(1); and
  - (3) the relevant breach is material in the context of the Scheme taken as a whole.
- (b) WPP AUNZ may, at any time before 8.00am on the Second Court Date, terminate this deed for breach of a WPP plc Representation and Warranty only if:
- (1) WPP AUNZ has given written notice to WPP plc setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
  - (2) the relevant breach continues to exist five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 10.2(b)(1); and
  - (3) the relevant breach is material in the context of the Scheme taken as a whole.
- (c) This deed is terminable if agreed to in writing by WPP plc and WPP AUNZ.

## 10.3 Effect of termination

If this deed is terminated by either party under clauses 3.4, 10.1 or 10.2:

- (a) each party will be released from its obligations under this deed, except that this clause 10.3, and clauses 1, 6.5 to 6.9, 7.1, 7.2, 9, 11, 12, 13 and 14 (except clause 14.9), will survive termination and remain in force;
- (b) each party will retain the rights it has or may have against each other party in respect of any past breach of this deed; and

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- (c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.

#### 10.4 Termination

Where a party has a right to terminate this deed, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this deed and the provision under which it is terminating this deed.

#### 10.5 No other termination

No party may terminate or rescind this deed except as permitted under clauses 3.4, 10.1 or 10.2.

Nothing in this clause 10 limits any other remedy which a party may have in respect of a breach of this deed by another party, and, without limitation, WPP plc, Cavendish and WPP AUNZ acknowledge and agree that damages may be an inadequate remedy if they breach their obligations under this deed and accordingly that a party may seek an order for specific performance or similar order in the event of such a breach.

### 11 Duty, costs and expenses

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#### 11.1 Stamp duty

WPP plc:

- (a) must pay all stamp duties and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme; and
- (b) indemnifies WPP AUNZ against any liability arising from its failure to comply with clause 11.1(a).

#### 11.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution, delivery and performance of this deed and the proposed, attempted or actual implementation of this deed and the Transaction.

### 12 GST

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- (a) Any consideration or amount payable under this deed, including any non-monetary consideration (as reduced in accordance with clause 12(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this deed, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST

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payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.

- (c) The Additional Amount payable under clause 12(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 12(b):
- (1) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as applicable;
  - (2) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (3) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within seven days after receiving such notification, as applicable. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this deed if an amount payable under or in connection with this deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.
- (g) Any term starting with a capital letter in this clause 12 that is not defined in this clause 12 has the same meaning as the term has in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

## 13 Notices

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### 13.1 Form of Notice

A notice or other communication to a party under this deed (**Notice**) must be:

- (a) in writing and in English; and
- (b) addressed to that party (or, in the case of Cavendish, to WPP plc) in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by Notice).



### 13.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt (**business hours period**), then, other than in respect of any Notice given on, and prior to 8.00am on, the Second Court Date, the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre paid post to the nominated address	At 9.00am (addressee's time) on the second day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt after the date of posting
By email to the nominated email address	The first to occur of: <ol style="list-style-type: none"> <li>1 the sender receiving an automated message confirming delivery; or</li> <li>2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.</li> </ol>

### 13.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 13.2).

## 14 General

### 14.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in

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these courts on the basis that the process has been brought in an inconvenient forum.

## 14.2 Service of process

- (a) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of Notices under clause 13.
- (b) Each of WPP plc and Cavendish irrevocably appoints MinterEllison as its agent for the service of process in Australia in relation to any matter arising out of this deed. If MinterEllison ceases to be able to act as such or have an address in Australia, each of WPP and Cavendish agrees to appoint a new process agent in Australia and deliver to the other parties within 20 Business Days a copy of a written acceptance of appointment by the process agent, upon receipt of which the new appointment becomes effective for the purpose of this deed. Each of WPP plc and Cavendish must inform WPP AUNZ in writing of any change in the address of its process agent within 20 Business Days of the change.

## 14.3 No merger

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

## 14.4 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 14.4(a) does not apply where enforcement of the provision of this deed in accordance with clause 14.4(a) would materially affect the nature or effect of the parties' obligations under this deed.

## 14.5 Waiver

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 14.5 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.
Right	any right arising under or in connection with this deed and includes the right to rely on this clause.

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**Waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

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## **14.6 Variation**

A variation of any term of this deed must be in writing and signed by the parties.

## **14.7 Assignment of rights**

- (a) A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed without the prior written consent of the other parties or as expressly provided in this deed.
- (b) A breach of clause 14.7(a) by a party shall be deemed to be a material breach for the purposes of clause 10.1(a)(1).
- (c) Clause 14.7(b) does not affect the construction of any other part of this deed.

## **14.8 Acknowledgement**

Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the parties for a breach of this deed and that any party is entitled to seek and obtain, without limitation, injunctive relief or specific performance if another party breaches, or threatens to breach this deed.

## **14.9 Further action to be taken at each party's own expense**

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

## **14.10 Entire agreement**

This deed (including the documents in the Attachments to it) state all the express terms agreed by the parties in respect of their subject matter. They supersede all prior discussions, negotiations, understandings and agreements in respect of their subject matter. However, to avoid doubt, nothing in this deed amends or limits the rights and obligations of the parties under the 2016 Merger Documents.

## **14.11 Counterparts**

This deed may be executed in any number of counterparts.

## **14.12 Relationship of the parties**

- (a) Nothing in this deed gives a party authority to bind any other party in any way.
- (b) Nothing in this deed imposes any fiduciary duties on a party in relation to any other party.



### 14.13 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed.

### 14.14 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

### 14.15 Withholding

- (a) WPP plc must make all payments that become due under the Scheme free and clear and without deduction of all present and future withholdings (including Taxes or Duties), unless WPP plc determines (acting reasonably) that it is required to by law or it is required to pay an amount to the Commissioner of Taxation pursuant to Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (a **CGT Withholding Amount**).
- (b) If WPP plc determines (acting reasonably) that it is required to pay a CGT Withholding Amount with respect to the acquisition of the Scheme Shares from a Scheme Shareholder, WPP plc will:
  - (1) Determine the amount of the CGT Withholding Amount;
  - (2) Remit the CGT Withholding Amount to the Commissioner within the time required under Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953; and
  - (3) Be deemed to have satisfied its obligations to pay the CGT Withholding Amount to the Scheme Shareholder for the purposes of the Scheme.



## Schedules

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## Schedule 1

### Notice details

Name	Attention	Address	Email
<b>WPP AUNZ</b>	Linda Gough	L4 1 Kent St, Miller's Point NSW 2090	<a href="mailto:Linda.gough@wppaunz.com">Linda.gough@wppaunz.com</a>
with a copy to: Herbert Smith Freehills	Philippa Stone Adam Strauss	Level 33, ANZ Tower, 161 Castlereagh Street, Sydney NSW 2000	<a href="mailto:philippa.stone@hsf.com">philippa.stone@hsf.com</a> <a href="mailto:adam.strauss@hsf.com">adam.strauss@hsf.com</a>
<b>WPP plc</b>	Mark Povey	Sea Containers, 18 Upper Ground, London SE1 9GL, United Kingdom	<a href="mailto:Mark.Povey@wpp.com">Mark.Povey@wpp.com</a>
with a copy to: MinterEllison	Shaun Clyne	Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000	<a href="mailto:shaun.clyne@minterellison.com">shaun.clyne@minterellison.com</a>
<b>Cavendish (but notices to Cavendish may be validly given to WPP plc)</b>	Astrid Mulder	Laan Op Zuid 167 Rotterdam, 3072 DB Netherlands	<a href="mailto:Astrid.Mulder@wpp.com">Astrid.Mulder@wpp.com</a>
with a copy to: WPP plc	Mark Povey	Sea Containers, 18 Upper Ground, London SE1 9GL, United Kingdom	<a href="mailto:Mark.Povey@wpp.com">Mark.Povey@wpp.com</a>
with a copy to: MinterEllison	Shaun Clyne	Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000	<a href="mailto:shaun.clyne@minterellison.com">shaun.clyne@minterellison.com</a>

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## Schedule 2

### Definitions and interpretation

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#### 1.1 Definitions

Term	Meaning
<b>2016 Merger Documents</b>	the Majority Shareholder Deed, the Governance Deed and the other documents and agreements entered into by parties including WPP plc and WPP AUNZ in connection with the transaction implemented in 2016 under which WPP plc through Cavendish acquired its current holding in WPP AUNZ.
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>Associate</b>	has the meaning set out in section 12 of the Corporations Act, as if subsection 12(1) of the Corporations Act included a reference to this deed and WPP AUNZ was the designated body.
<b>ASX</b>	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a business day as defined in the Listing Rules/a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, Australia.
<b>Cavendish</b>	Cavendish Square Holding BV, a wholly-owned Subsidiary of WPP plc.
<b>Claim</b>	any claim, demand, legal proceedings or cause of action (including any claim, demand, legal proceedings or cause of action: <ol style="list-style-type: none"><li>1 based in contract, including breach of warranty;</li><li>2 based in tort, including misrepresentation or negligence;</li><li>3 under common law or equity; or</li><li>4 under statute, including the Australian Consumer Law (being Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth) (<b>CCA</b>)) or Part VI of the CCA, or like provision in any state or territory legislation),</li></ol>



Term	Meaning
	<p>in any way relating to this deed or the Transaction, and includes a claim, demand, legal proceedings or cause of action arising under an indemnity in this deed.</p>
<b>Competing Proposal</b>	<p>any proposal, agreement, arrangement or transaction, which, if entered into or completed, would mean a Third Party (either alone or together with any Associate) may:</p> <ol style="list-style-type: none"><li>1 directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the WPP AUNZ Shares;</li><li>2 acquire Control of WPP AUNZ;</li><li>3 directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire, a legal, beneficial or economic interest in, or control of, all or a material part of WPP AUNZ's business or assets or the business or assets of the WPP AUNZ Group;</li><li>4 otherwise directly or indirectly acquire or merge, or be involved in an amalgamation or reconstruction (as those terms are used in s413(1) of the Corporations Act), with WPP AUNZ; or</li><li>5 require WPP AUNZ to abandon, or otherwise fail to proceed with, the Transaction,</li></ol> <p>whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement.</p> <p>For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.</p>
<b>Condition Precedent</b>	<p>each of the conditions set out in clause 3.1.</p>
<b>Confidential Information</b>	<ol style="list-style-type: none"><li>1 details of the discussions, investigations and assessments in connection with the Scheme;</li><li>2 in relation to a party, information, provided on or after the date of this deed, of any kind and in any form relating to that party, any of that party's Related Persons or any joint venture, business, operations, assets or strategic plans of that party or of any of its Related Persons; and</li><li>3 without limiting the foregoing, any non-public information relating to a party or that party's related bodies corporate</li></ol>

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<b>Term</b>	<b>Meaning</b>
	provided by that party (or any of its Related Persons) to another party (or any of its Related Persons) in connection with the Scheme.
<b>Consultation Notice</b>	has the meaning given in clause 3.4(a).
<b>Control</b>	has the meaning given in section 50AA of the Corporations Act.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth), as modified or varied by ASIC.
<b>Corporations Regulations</b>	the <i>Corporations Regulations 2001</i> (Cth).
<b>Court</b>	the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by WPP plc and WPP AUNZ.
<b>Deed Poll</b>	a deed poll substantially in the form of Attachment 3 under which WPP plc and Cavendish each covenants in favour of the Scheme Shareholders to perform the obligations attributed to WPP plc and Cavendish under the Scheme.
<b>Director WPP AUNZ Share</b>	in respect of a WPP AUNZ IBC member, any WPP AUNZ Share: <ol style="list-style-type: none"><li>1 held by or on behalf of the WPP AUNZ IBC member; or</li><li>2 listed as an indirect interest in the latest Appendix 3X or 3Y lodged with ASX in respect of the WPP AUNZ IBC member.</li></ol>
<b>Discloser</b>	has the meaning given in clause 9.
<b>Effective</b>	when used in relation to the Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to the Scheme.
<b>Effective Date</b>	the date on which the Scheme becomes Effective.

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<b>Term</b>	<b>Meaning</b>
<b>End Date</b>	31 July 2021, or such other date as agreed in writing by the parties.
<b>Excluded Shareholder</b>	any WPP AUNZ Shareholder who is a member of the WPP plc Group or any WPP AUNZ Shareholder who holds any WPP AUNZ Shares on behalf of, or for the benefit of, any member of the WPP plc Group and does not hold WPP AUNZ Shares on behalf of, or for the benefit of, any other person.
<b>Fairly Disclosed</b>	a reference to 'Fairly Disclosed' means disclosed to WPP plc or any of its Related Persons, to a sufficient extent, and in sufficient detail, so as to enable a reasonable investor (or one of its Related Persons) in WPP plc's position as an existing majority holder of WPP AUNZ Shares, to identify the relevant matter, event or circumstance, and information Fairly Disclosed to WPP plc includes information disclosed or available to WPP plc under the 2016 Merger Documents.
<b>Financial Adviser</b>	any financial adviser retained by a party in relation to the Transaction from time to time.
<b>First Court Date</b>	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
<b>FY20 Total Dividend</b>	the fully franked total dividend of \$0.044 per declared by WPP AUNZ on 25 February 2021 and payable to each WPP AUNZ Shareholder holding WPP AUNZ Shares on 31 March 2021, comprised of an ordinary dividend of \$0.029 per WPP AUNZ Share and a special dividend of \$0.015 per WPP AUNZ Share relating to the proceeds from the sale of the Kantar Australian and New Zealand businesses.
<b>FY20 Total Dividend Amount</b>	the amount of the FY20 Total Dividend.



<b>Term</b>	<b>Meaning</b>
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
<b>Group Member</b>	<ol style="list-style-type: none"><li>3 in respect of WPP AUNZ, a member of the WPP AUNZ Group;</li><li>1 in respect of WPP plc or Cavendish, a member of the WPP plc Group.</li></ol>
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as the parties agree in writing.
<b>Independent Expert</b>	the independent expert in respect of the Scheme appointed by WPP AUNZ.
<b>Independent Expert's Report</b>	means the report to be issued by the Independent Expert in connection with the Scheme, setting out the Independent Expert's opinion whether or not the Transaction is in the best interest of WPP AUNZ Shareholders and the reasons for holding that opinion.
<b>Insolvency Event</b>	means, in relation to an entity: <ol style="list-style-type: none"><li>1 the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity (other than where the order is set aside within 14 days);</li><li>2 a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;</li><li>3 the entity executing a deed of company arrangement;</li><li>4 the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of this deed;</li><li>5 the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation); or</li><li>6 the entity being deregistered as a company or otherwise dissolved.</li></ol>

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<b>Term</b>	<b>Meaning</b>
<b>Listing Rules</b>	the official listing rules of ASX.
<b>Operating Rules</b>	the official operating rules of ASX.
<b>Performance Rights Memo</b>	has the meaning given in clause 4.5.
<b>Permitted Dividends</b>	the FY20 Total Dividend and the Special Dividend.
<b>Permitted Dividend Amount</b>	an amount equal to \$0.20 per WPP AUNZ Share.
<b>Recipient</b>	has the meaning given in clause 9.
<b>Registered Address</b>	in relation to a WPP AUNZ Shareholder, the address shown in the WPP AUNZ Share Register as at the Scheme Record Date.
<b>Regulator's Draft</b>	the draft of the Scheme Booklet in a form which is provided to ASIC for approval pursuant to subsection 411(2) of the Corporations Act.
<b>Regulatory Approval</b>	a clearance, waiver, ruling, approval, relief, confirmation, exemption, consent or declaration set out in clause 3.1(a).
<b>Related Bodies Corporate</b>	has the meaning set out in section 50 of the Corporations Act.
<b>Related Person</b>	<ol style="list-style-type: none"><li>1 in respect of a party or its Group Members, each director, officer, employee, adviser, agent or representative of that party or Group Member; and</li><li>2 in respect of a Financial Adviser, each director, officer, employee or contractor of that Financial Adviser.</li></ol>
<b>Relevant Interest</b>	has the meaning given in sections 608 and 609 of the Corporations Act.

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<b>Term</b>	<b>Meaning</b>
<b>RG 60</b>	Regulatory Guide 60 issued by ASIC in September 2011.
<b>Scheme</b>	the scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders, the form of which is attached as Attachment 2, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP plc and WPP AUNZ.
<b>Scheme Booklet</b>	<p>the scheme booklet to be prepared by WPP AUNZ in respect of the Transaction in accordance with the terms of this deed (including clause 5.2(a)) to be despatched to the WPP AUNZ Shareholders and which must include or be accompanied by:</p> <ul style="list-style-type: none"><li>• a copy of the Scheme;</li><li>• an explanatory statement complying with the requirements of the Corporations Act, the Corporations Regulations and RG 60;</li><li>• the Independent Expert's Report;</li><li>• a copy or summary of this deed;</li><li>• a copy of the executed Deed Poll;</li><li>• a notice of meeting; and</li><li>• a proxy form.</li></ul>
<b>Scheme Consideration</b>	the consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to Cavendish of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends.
<b>Scheme Meeting</b>	the meeting of WPP AUNZ Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	<p>the later of:</p> <ol style="list-style-type: none"><li>1 7.00pm on the seventh Business Day after the Effective Date; and</li><li>2 if a Special Dividend is declared, 7.00pm on the day 2 Business Days after payment of the Special Dividend,</li></ol>



<b>Term</b>	<b>Meaning</b>
	or such other time and date as the parties agree in writing.
<b>Scheme Shareholder</b>	a holder of WPP AUNZ Shares recorded in the WPP AUNZ Share Register as at the Scheme Record Date (other than an Excluded Shareholder).
<b>Scheme Shares</b>	all WPP AUNZ Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
<b>Special Dividend</b>	has the meaning given in clause 4.6.
<b>Special Dividend Amount</b>	an amount per WPP AUNZ Share not exceeding: <ol style="list-style-type: none"><li>1 the Permitted Dividend Amount; less</li><li>2 the FY20 Total Dividend Amount.</li></ol>
<b>Subsidiary</b>	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
<b>Superior Proposal</b>	a bona fide Competing Proposal that the WPP AUNZ IBC, acting in good faith and after receiving written legal advice from its external legal adviser and written financial advice from its Financial Adviser, determines will or is reasonably likely to provide a superior outcome for the WPP AUNZ or WPP AUNZ Shareholders than the Transaction taking into account all terms and conditions and other aspects of the Competing Proposal (including any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the Competing Proposal being completed).
<b>Takeovers Panel</b>	the Australian Takeovers Panel.
<b>Third Party</b>	a person other than WPP plc, its Group Members and its other Associates (who are not WPP AUNZ Group members).

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<b>Term</b>	<b>Meaning</b>
<b>Timetable</b>	the indicative timetable for the implementation of the Transaction set out in Attachment 1.
<b>Transaction</b>	the acquisition of the Scheme Shares by Cavendish through implementation of the Scheme in accordance with the terms of this deed.
<b>WPP AUNZ Board</b>	the board of directors of WPP AUNZ and a <b>WPP AUNZ Board member</b> means any director of WPP AUNZ comprising part of the WPP AUNZ Board.
<b>WPP AUNZ Delegation of Authority</b>	the document titled "WPP AUNZ Delegation of Authority" last updated and approved by the WPP AUNZ Board on 13 December 2019.
<b>WPP AUNZ Group</b>	WPP AUNZ and each of its Subsidiaries, and a reference to a <b>WPP AUNZ Group Member</b> or a <b>member of the WPP AUNZ Group</b> is to WPP AUNZ or any of its Subsidiaries.
<b>WPP AUNZ IBC or IBC</b>	the Independent Board Committee of the WPP AUNZ Board established to consider the Transaction, comprising Robert Mactier, Graham Cubbin and Kim Anderson.
<b>WPP AUNZ Indemnified Parties</b>	WPP AUNZ and its Subsidiaries and their respective directors, officers and employees.
<b>WPP AUNZ Information</b>	information regarding the WPP AUNZ Group prepared by WPP AUNZ for inclusion in the Scheme Booklet that explains the effect of the Scheme and sets out the information prescribed by the Corporations Act and the Corporations Regulations, and any other information that is material to the making of a decision by WPP AUNZ Shareholders whether or not to vote in favour of the Scheme, being information that is within the knowledge of each of the WPP AUNZ IBC members, which for the avoidance of doubt, does not include the WPP plc Information, the Independent Expert's Report, or any description of the taxation effect of the Transaction on Scheme Shareholders prepared by an external adviser to WPP AUNZ.
<b>WPP AUNZ Performance Rights &amp; Options</b>	The performance rights and options on issue at the date of this deed as set out in Schedule 5 and as more particularly referred to in the Performance Rights Memo.



<b>Term</b>	<b>Meaning</b>
<b>WPP AUNZ Registry</b>	Computershare Investor Services Pty Limited of GPO Box 2975, Melbourne, VIC 3001.
<b>WPP AUNZ Representations and Warranties</b>	the representations and warranties of WPP AUNZ set out in Schedule 4, as each is qualified by clause 6.5.
<b>WPP AUNZ Share</b>	a fully paid ordinary share in the capital of WPP AUNZ.
<b>WPP AUNZ Share Register</b>	the register of members of WPP AUNZ maintained in accordance with the Corporations Act.
<b>WPP AUNZ Shareholder</b>	each person who is registered as the holder of a WPP AUNZ Share in the WPP AUNZ Share Register.
<b>WPP plc Group</b>	WPP plc and each of its Subsidiaries (excluding each member of the WPP AUNZ Group), and a reference to a <b>WPP plc Group Member</b> or a <b>member of the WPP plc Group</b> is to WPP plc or any of its Subsidiaries (excluding each member of the WPP AUNZ Group).
<b>WPP plc Indemnified Parties</b>	WPP plc and its Group Members (including, for the avoidance of doubt, Cavendish) and their respective directors, officers and employees.
<b>WPP plc Information</b>	information regarding the WPP plc Group provided by WPP plc to WPP AUNZ in writing for inclusion in the Scheme Booklet. For the avoidance of doubt, the WPP plc Information excludes the WPP AUNZ Information, the Independent Expert's Report and any description of the taxation effect of the Transaction on Scheme Shareholders prepared by an external adviser to WPP AUNZ.
<b>WPP plc Representations and Warranties</b>	the representations and warranties of WPP plc set out in Schedule 3.

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## 2 Interpretation

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### 2.1 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency, as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to this deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to the lawful currency of Australia;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney, Australia;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1 of this Schedule 2, has the same meaning when used in this deed;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (p) a reference to a body (including an institute, association or authority), other than a party to this deed, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,



- is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (q) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
  - (r) a reference to liquidation or insolvency includes appointment of an administrator, a reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, bankruptcy, or a scheme, compromise or arrangement with creditors (other than solely with holders of securities or derivatives), or any similar procedure or, where applicable, changes in the constitution of any partnership or Third Party, or death;
  - (s) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (t) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - (u) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;
  - (v) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party; and
  - (w) a reference to something being “reasonably likely” (or to a similar expression) is a reference to that thing being more likely than not to occur when assessed objectively.

## 2.2 Interpretation of inclusive expressions

Specifying anything in this deed after the words ‘include’ or ‘for example’ or similar expressions does not limit what else is included.

## 2.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.



## Schedule 3

### WPP plc Representations and Warranties

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WPP plc represents and warrants to WPP AUNZ (in its own right and separately as trustee or nominee for each of the other WPP AUNZ Indemnified Parties) that:

- (a) **WPP plc Information:** the WPP plc Information provided for inclusion in the Scheme Booklet, as at the date the Scheme Booklet is despatched to WPP AUNZ Shareholders, will be accurate in all material respects and will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion being honestly held and formed on a reasonable basis), including by way of omission from that statement;
- (b) **basis of WPP plc Information:** the WPP plc Information:
- (1) will be provided to WPP AUNZ in good faith and on the understanding that WPP AUNZ and each other WPP AUNZ Indemnified Party will rely on that information for the purposes of preparing the Scheme Booklet and determining to proceed with the Transaction; and
  - (2) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60, applicable Takeovers Panel guidance notes and the Listing Rules,
- and all information provided by or on behalf of WPP plc to the Independent Expert will be prepared and provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report;
- (c) **new information:** it will, as a continuing obligation, provide to WPP AUNZ all further or new information which arises after the Scheme Booklet has been despatched to WPP AUNZ Shareholders (other than Excluded Shareholders) until the date of the Scheme Meeting which is necessary to ensure that the WPP plc Information is not misleading or deceptive (including by way of omission);
- (d) **validly existing:** WPP plc and Cavendish are each validly existing corporations registered under the laws of its place of incorporation;
- (e) **authority:** the execution and delivery of this deed by WPP plc and Cavendish has been properly authorised by all necessary corporate action of WPP plc and Cavendish and WPP plc and Cavendish have each taken or will take all necessary corporate action to authorise the performance of this deed and to carry out the transactions contemplated by this deed;
- (f) **power:** WPP plc and Cavendish each have full capacity, corporate power and lawful authority to execute, deliver and perform this deed and to carry out the transactions contemplated by this deed;
- (g) **no default:** neither this deed nor the carrying out by WPP plc or Cavendish of the transactions contemplated by this deed does or will conflict with or result in the breach of or a default under any provision of WPP plc's or Cavendish's constitution;



- (h) **deed binding:** this deed is a valid and binding obligation of each of WPP plc and Cavendish, enforceable in accordance with its terms;
- (i) **Cavendish:** Cavendish is a wholly-owned Subsidiary of WPP plc;
- (j) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to WPP plc, Cavendish or another WPP plc Group Member, nor has any regulatory action of any nature been taken that would reasonably be likely to prevent or restrict WPP plc's or Cavendish's ability to fulfil its obligations under this deed, under the Deed Poll or under the Scheme;
- (k) **No regulatory approvals:** as at the date of this deed, WPP plc and Cavendish do not require any approval, consent, clearance, waiver, ruling, relief, confirmation, exemption, declaration or notice from any Government Agency in order to execute and perform this deed, other than the Regulatory Approvals;
- (l) **Reasonable basis:** at all times between the date of the deed and 8.00am on the Second Court Date, WPP plc and Cavendish have a reasonable basis to expect that it will have available to it sufficient cash amounts (whether from internal cash reserves or external funding arrangements) to satisfy WPP plc's obligations to provide, or procure that Cavendish provide, the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll; and
- (m) **Scheme Consideration:** by 8.00am on the Second Court Date, and on the Implementation Date, WPP plc will have available to it on an unconditional basis (other than conditions relating to, or which will cease to apply or be satisfied following, the approval of the Court) sufficient cash reserves (whether from internal cash reserves or external funding arrangements) to satisfy WPP plc's obligations to provide, or procure that Cavendish provide, the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll.



## Schedule 4

### WPP AUNZ Representations and Warranties

---

WPP AUNZ represents and warrants to WPP plc (in its own right and separately as trustee or nominee for each of the other WPP plc Indemnified Parties) that:

- (a) **WPP AUNZ Information:** the WPP AUNZ Information contained in the Scheme Booklet, as at the date the Scheme Booklet is despatched to WPP AUNZ Shareholders, will be accurate in all material respects and will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion being honestly held and formed on a reasonable basis), including by way of omission from that statement;
- (b) **basis of WPP AUNZ Information:** the WPP AUNZ Information:
- (1) will be prepared and included in the Scheme Booklet in good faith and on the understanding that WPP plc and each other WPP plc Indemnified Party will rely on that information for the purposes of determining to proceed with the Transaction and considering and approving the WPP plc Information; and
  - (2) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60, applicable Takeovers Panel guidance notes and the Listing Rules,
- and all information provided by or on behalf of WPP AUNZ to the Independent Expert will be prepared and provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report;
- (c) **new information:** it will, as a continuing obligation (but in respect of the WPP plc Information, only to the extent that WPP plc provides WPP AUNZ with updates to the WPP plc Information), ensure that the Scheme Booklet is updated or supplemented to include all further or new information which arises after the Scheme Booklet has been despatched to WPP AUNZ Shareholders (other than Excluded Shareholders) until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive (including by way of omission);
- (d) **validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (e) **authority:** the execution and delivery of this deed by WPP AUNZ has been properly authorised by all necessary corporate action of WPP AUNZ, and WPP AUNZ has taken or will take all necessary corporate action to authorise the performance by WPP AUNZ of this deed and to carry out the transactions contemplated by this deed;
- (f) **power:** it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed and to carry out the transactions contemplated by this deed;
- (g) **no default:** neither this deed nor the carrying out by WPP AUNZ of the transactions contemplated by this deed does or will conflict with or result in the breach of or a default under any provision of WPP AUNZ's constitution;

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- (h) **deed binding:** this deed is a valid and binding obligation of WPP AUNZ, enforceable in accordance with its terms;
- (i) **capital structure:** its capital structure, including all issued securities as at the date of this deed, is as set out in Schedule 5 and it has not issued or granted (or agreed to issue or grant) any other securities, options, warrants, performance rights or other instruments which are still outstanding and may convert into WPP AUNZ Shares other than as set out in Schedule 5 and it is not under any obligation to issue or grant, and no person has any right to call for the issue or grant of, any shares, options, warrants, performance rights or other securities or instruments in WPP AUNZ;
- (j) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to it or another WPP AUNZ Group Member, nor has any regulatory action of any nature of which it is aware been taken that would reasonably be likely to prevent or restrict its ability to fulfil its obligations under this deed or under the Scheme;
- (k) **continuous disclosure:** as at the date of this deed, WPP AUNZ is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the exclusion in Listing Rule 3.1A to withhold any information from disclosure (other than in relation to the Transaction or as disclosed in writing to WPP plc on or before the date of this deed); and
- (l) **litigation:** as at the date of this deed, no member of the WPP AUNZ Group, nor the assets, properties or business of any member of the WPP AUNZ Group, is subject to any judgment, order, writ, injunction or decree of any court, Governmental Agency or arbitration tribunal and so far as WPP AUNZ is aware there are no material actions, suits, arbitrations, legal or administrative proceedings or investigations pending or threatened against any member of the WPP AUNZ Group.



## Schedule 5

### Capital structure

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<b>Security</b>	<b>Total number on issue</b>
WPP AUNZ Shares	852,151,870
WPP AUNZ Performance Rights & Options	WPP AUNZ Performance Rights: 14,336,085 (the number of Performance Rights will be reduced to 6,372,164 as at 16 March 2021, of which a further 66,867 Performance Rights will be cash settled after 16 March 2021 but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue); and WPP AUNZ Performance Options: 4,560,108

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## Signing page

Executed as a deed

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### WPP AUNZ

Signed sealed and delivered by  
**WPP AUNZ Ltd** ACN 001 657 370  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

### WPP plc

Signed sealed and delivered by  
**WPP plc**  
in the presence of



*sign here* ► \_\_\_\_\_  
Authorised signatory

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

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**Cavendish**

Signed sealed and delivered by  
**Cavendish Square Holding B.V.**  
in the presence of



*sign here* ▶

\_\_\_\_\_  
Authorised signatory

*sign here* ▶

\_\_\_\_\_  
Witness

*print name*

\_\_\_\_\_

*print name*

\_\_\_\_\_

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## Attachment 1

### Indicative Timetable

<b>Event</b>	<b>Date</b>
Announcement and signing of scheme implementation deed	Week commencing 21 December 2020
WPP AUNZ results released to ASX	Wednesday, 25 February 2021
Scheme Booklet provided to ASIC in draft	Friday, 26 February 2021
First Court hearing	Tuesday, 16 March 2021
Scheme Booklets despatched	Monday, 22 March 2021
Scheme Meeting	Wednesday, 21 April 2021
Second Court hearing	Friday, 23 April 2021
Effective Date	Monday, 26 April 2021
Determination to pay Special Dividend, if applicable	Monday, 26 April 2021
Special Dividend Record Date, if applicable	Friday, 30 April 2021
Payment of Special Dividend, if applicable	Friday, 7 May 2021
Scheme Record Date	Tuesday, 11 May 2021
Implementation Date	Tuesday, 18 May 2021

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## Attachment 2

### Scheme of arrangement

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HERBERT  
SMITH  
FREEHILLS

## Scheme of arrangement

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WPP AUNZ Ltd (**WPP AUNZ**)

Scheme Shareholders

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# Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

WPP AUNZ Ltd (**WPP AUNZ**) ABN 84 001 657 370 of 1 Kent Street,  
Millers Point NSW 2000, Australia

The Scheme Shareholders

## 1 Definitions, interpretation and scheme components

---

### 1.1 Definitions

Schedule 1 contains definitions used in this Scheme.

### 1.2 Interpretation

Schedule 1 contains interpretation rules for this Scheme.

### 1.3 Scheme components

This Scheme includes any schedule to it.

## 2 Preliminary matters

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- (a) WPP AUNZ is a public company limited by shares, registered in Australia and has been admitted to the official list of the ASX. WPP AUNZ Shares are quoted for trading on the ASX.
- (b) As at 16 March 2021:
  - (1) 852,151,870 WPP AUNZ Shares;
  - (2) 6,372,164 WPP AUNZ Performance Rights (of which 66,867 Performance Rights will be cash settled after 16 March 2021 but prior to the Scheme Meeting, when regulatory requirements have been complied with, leaving a balance of 6,305,297 Performance Rights on issue); and
  - (3) 4,560,108 WPP AUNZ Performance Options,



- were on issue.
- (c) WPP plc is a listed company limited by shares registered in Jersey.
  - (d) Cavendish, a wholly-owned Subsidiary of WPP plc, is a company limited by shares registered in Netherlands.
  - (e) If this Scheme becomes Effective:
    - (1) WPP plc and Cavendish must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and
    - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Cavendish and WPP AUNZ will enter the name of Cavendish in the Share Register in respect of the Scheme Shares.
  - (f) WPP AUNZ and WPP plc have agreed, by executing the Implementation Deed, to implement this Scheme.
  - (g) This Scheme attributes actions to WPP plc and Cavendish but does not itself impose an obligation on them to perform those actions. WPP plc and Cavendish have agreed, by executing the Deed Poll, to perform the actions attributed to them under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

## 3 Conditions

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### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by WPP plc and WPP AUNZ;
- (d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to by WPP plc and WPP AUNZ having been satisfied or waived; and
- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date WPP AUNZ and WPP plc agree in writing).

### 3.2 Certificate

- (a) WPP AUNZ and WPP plc will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

### 3.3 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless WPP AUNZ and WPP plc otherwise agree in writing.

## 4 Implementation of this Scheme

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### 4.1 Lodgement of Court orders with ASIC

WPP AUNZ must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court approves this Scheme.

### 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clauses 5.1(b) and 5.1(c), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Cavendish, without the need for any further act by any Scheme Shareholder (other than acts performed by WPP AUNZ as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) WPP AUNZ delivering to Cavendish a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by WPP AUNZ, for registration; and
  - (2) Cavendish duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to WPP AUNZ for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), WPP AUNZ must enter, or procure the entry of, the name of Cavendish in the Share Register in respect of all the Scheme Shares transferred to Cavendish in accordance with this Scheme.

## 5 Scheme Consideration

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### 5.1 Provision of Scheme Consideration

- (a) WPP plc must, and WPP AUNZ must use its best endeavours to procure that WPP plc does, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders, into an Australian dollar denominated trust account operated by WPP AUNZ as trustee for the Scheme Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to WPP plc's account).
- (b) On the Implementation Date, subject to funds having been deposited in accordance with clause 5.1(a), WPP AUNZ must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the trust account referred to in clause 5.1(a).
- (c) The obligations of WPP AUNZ under clause 5.1(b) will be satisfied by WPP AUNZ (in its absolute discretion, and despite any election referred to in clause 5.1(c)(1) or authority referred to in clause 5.1(c)(2) made or given by the Scheme Shareholder):
- (1) if a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the WPP AUNZ Registry to receive dividend payments from WPP AUNZ by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (2) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to WPP AUNZ; or
  - (3) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (d) To the extent that, following satisfaction of WPP AUNZ's obligations under clause 5.1(b), there is a surplus in the amount held by WPP AUNZ as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus may be paid by WPP AUNZ to WPP plc.

### 5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 5.1(c), the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of WPP AUNZ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and

- (b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of WPP AUNZ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

### 5.3 Fractional entitlements and splitting

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

### 5.4 Unclaimed monies

- (a) WPP AUNZ may cancel a cheque issued under this clause 5 if the cheque:
- (1) is returned to WPP AUNZ; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to WPP AUNZ (or the WPP AUNZ Registry) (which request may not be made until the date which is 10 Business Days after the Implementation Date), WPP AUNZ must reissue a cheque that was previously cancelled under this clause 5.3.
- (c) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)).
- (d) Any interest or other benefit accruing from the unclaimed Scheme Consideration will be to the benefit of WPP plc.

### 5.5 Orders of a court or Government Agency

If written notice is given to WPP AUNZ (or the WPP AUNZ Registry) or WPP plc (or the WPP plc Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by WPP AUNZ in accordance with this clause 5, then WPP AUNZ shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents WPP AUNZ from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment of such consideration is otherwise prohibited by applicable law, WPP AUNZ shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration, until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.

## 6 Dealings in WPP AUNZ Shares

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### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in WPP AUNZ Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant WPP AUNZ Shares before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the Share Register is kept,

and WPP AUNZ must not accept for registration, nor recognise for any purpose (except a transfer to Cavendish pursuant to this Scheme and any subsequent transfer by Cavendish or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

### 6.2 Register

- (a) WPP AUNZ must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires WPP AUNZ to register a transfer that would result in a WPP AUNZ Shareholder holding a parcel of WPP AUNZ Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and WPP AUNZ shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, WPP AUNZ must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for WPP AUNZ Shares (other than statements of holding in favour of Cavendish or any Excluded Shareholders) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of Cavendish or any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the WPP AUNZ Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, WPP AUNZ will ensure that details of the names, Registered Addresses and holdings of WPP AUNZ Shares for each Scheme Shareholder as shown in the Share Register are available to WPP plc in the form WPP plc reasonably requires.

## 7 Quotation of WPP AUNZ Shares

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- (a) WPP AUNZ must apply to ASX to suspend trading on the ASX in WPP AUNZ Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by WPP plc, WPP AUNZ must apply:
  - (1) for termination of the official quotation of WPP AUNZ Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) WPP AUNZ may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which WPP plc has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which WPP AUNZ has consented to.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their WPP AUNZ Shares together with all rights and entitlements attaching to those WPP AUNZ Shares in accordance with this Scheme;
  - (2) agrees to the variation, cancellation or modification of the rights attached to their WPP AUNZ Shares constituted by or resulting from this Scheme;
  - (3) agrees to, on the direction of WPP plc, destroy any holding statements or share certificates relating to their WPP AUNZ Shares;
  - (4) who holds their WPP AUNZ Shares in a CHES Holding agrees to the conversion of those WPP AUNZ Shares to an Issuer Sponsored Holding and irrevocably authorises WPP AUNZ to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
  - (5) acknowledges and agrees that this Scheme binds WPP AUNZ and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to WPP AUNZ and Cavendish on the Implementation Date, and appointed and authorised WPP AUNZ as its attorney and agent to warrant to Cavendish on the Implementation Date, that:
  - (1) all their WPP AUNZ Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme

will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their WPP AUNZ Shares to Cavendish together with any rights and entitlements attaching to those shares. WPP AUNZ undertakes that it will provide such warranty to Cavendish as agent and attorney of each Scheme Shareholder.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Cavendish will, at the time of transfer of them to Cavendish, vest in Cavendish free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.1(b) and 5.1(c), Cavendish will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by WPP AUNZ of Cavendish in the Share Register as the holder of the Scheme Shares.

### 8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.1(b) and 5.1(c), and until WPP AUNZ registers Cavendish as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Cavendish as attorney and agent (and directed Cavendish in each such capacity) to appoint any director, officer, secretary or agent nominated by Cavendish as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Cavendish reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Cavendish and any director, officer, secretary or agent nominated by Cavendish under clause 8.4(a) may act in the best interests of Cavendish as the intended registered holder of the Scheme Shares.

### 8.5 Authority given to WPP AUNZ

Each Scheme Shareholder, without the need for any further act:



- (a) on the Effective Date, irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against WPP plc and Cavendish, and WPP AUNZ undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against WPP plc and Cavendish on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and WPP AUNZ accepts each such appointment. WPP AUNZ as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

## 8.6 Binding effect of Scheme

This Scheme binds WPP AUNZ and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of WPP AUNZ.

## 9 General

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### 9.1 Stamp duty

WPP plc will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

### 9.2 Consent

Each of the Scheme Shareholders consents to WPP AUNZ doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, WPP AUNZ or otherwise.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to WPP AUNZ, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at WPP AUNZ's registered office or at the office of the WPP AUNZ Registry.

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- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a WPP AUNZ Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

#### **9.4 Governing law**

- (a) This Scheme is governed by the laws in force in New South Wales, Australia.
- (b) The parties irrevocably submit to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **9.5 Further action**

WPP AUNZ must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

#### **9.6 No liability when acting in good faith**

Each Scheme Shareholder agrees that neither WPP AUNZ, WPP plc nor Cavendish nor any director, officer, secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

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## Schedule 1

### Definitions and interpretation

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#### 1 Definitions

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The meanings of the terms used in this Scheme are set out below.

Term	Meaning
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a day that is not a Saturday, Sunday or public holiday or bank holiday in Sydney, Australia.
<b>Cavendish</b>	Cavendish Square Holding B.V. of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands, being a wholly owned Subsidiary of WPP plc.
<b>CHESS</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
<b>CHESS Holding</b>	has the meaning given in the Settlement Rules.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Court</b>	the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by WPP plc and WPP AUNZ.
<b>Deed Poll</b>	the deed poll substantially in the form of Attachment 1 under which WPP plc and Cavendish each covenants in favour of the Scheme Shareholders to perform the obligations attributed to WPP plc and Cavendish under this Scheme.

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<b>Term</b>	<b>Meaning</b>
<b>Effective</b>	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the Court order made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	31 July 2021, or such other date as agreed in writing by WPP plc, Cavendish and WPP AUNZ.
<b>Excluded Shareholder</b>	any WPP AUNZ Shareholder who is a member of the WPP plc Group or any WPP AUNZ Shareholder who holds any WPP AUNZ Shares on behalf of, or for the benefit of, any member of the WPP plc Group and does not hold WPP AUNZ Shares on behalf of, or for the benefit of, any other person.
<b>FY20 Total Dividend</b>	has the meaning given in the Implementation Deed.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by WPP AUNZ, WPP plc and Cavendish.
<b>Implementation Deed</b>	the scheme implementation deed dated 25 December 2020 between WPP AUNZ, Cavendish and WPP plc relating to the implementation of this Scheme, as amended and restated on 10 March 2021.
<b>Issuer Sponsored Holding</b>	has the meaning given in the Settlement Rules.
<b>Listing Rules</b>	the official listing rules of ASX.
<b>Operating Rules</b>	the official operating rules of ASX.

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<b>Term</b>	<b>Meaning</b>
<b>Permitted Dividends</b>	the FY20 Total Dividend and the Special Dividend.
<b>Permitted Dividend Amount</b>	an amount equal to \$0.20 per WPP AUNZ Share.
<b>Registered Address</b>	in relation to a WPP AUNZ Shareholder, the address shown in the Share Register as at the Scheme Record Date.
<b>Scheme</b>	this scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP AUNZ and WPP plc.
<b>Scheme Consideration</b>	the consideration to be provided by WPP plc to each Scheme Shareholder for the transfer to Cavendish of each Scheme Share, being for each WPP AUNZ Share held by a Scheme Shareholder as at the Scheme Record Date, an amount of \$0.70 per Scheme Share, minus the aggregate per-share cash amount of the Permitted Dividends.
<b>Scheme Meeting</b>	the meeting of the WPP AUNZ Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	the later of: <ol style="list-style-type: none"> <li>1 7.00pm on the seventh Business Day after the Effective Date; and</li> <li>2 if a Special Dividend is declared, 7.00pm on the day 2 Business Days after payment of the Special Dividend,</li> </ol> or such other date as agreed in writing by WPP AUNZ, WPP plc and Cavendish.
<b>Scheme Shares</b>	all WPP AUNZ Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Shareholder</b>	a holder of WPP AUNZ Shares recorded in the Share Register as at the Scheme Record Date (other than an Excluded Shareholder).

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Term	Meaning
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Cavendish as transferee, which may be a master transfer of all or part of the Scheme Shares.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
<b>Settlement Rules</b>	the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.
<b>Share Register</b>	the register of members of WPP AUNZ maintained by WPP AUNZ or the WPP AUNZ Registry in accordance with the Corporations Act.
<b>Special Dividend</b>	has the meaning given in the Implementation Deed.
<b>Subsidiary</b>	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370.
<b>WPP AUNZ Registry</b>	Computershare Investor Services Pty Limited of GPO Box 2975, Melbourne, VIC 3001.
<b>WPP AUNZ Share</b>	a fully paid ordinary share in the capital of WPP AUNZ.
<b>WPP AUNZ Shareholder</b>	each person who is registered as the holder of a WPP AUNZ Share in the Share Register.
<b>WPP plc</b>	WPP plc of 13 Castle Street, St Helier, Jersey JE1 1ES, UK.
<b>WPP plc Group</b>	WPP plc and each of its Subsidiaries and a reference to a <b>WPP plc Group Member</b> or a <b>member of the WPP plc Group</b> is to WPP plc or any of its Subsidiaries.

<b>Term</b>	<b>Meaning</b>
<b>WPP plc Registry</b>	Computershare Investor Services (Jersey) Limited of 13 Castle Street, St Helier, Jersey JE1 1ES, UK.

## 2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1 of this Schedule 1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,

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is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (p) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (q) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (r) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and
- (s) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party..

### 3 Interpretation of inclusive expressions

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Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 4 Business Day

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Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.



## Attachment 1

Deed Poll

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[Attached]

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## Attachment 3

Deed poll

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HERBERT  
SMITH  
FREEHILLS

Deed

## Share scheme deed poll

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WPP plc

Cavendish Square Holding B.V.

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## Share scheme deed poll

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Date ► \_\_\_ March 2021

This deed poll is made

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By WPP plc  
of 13 Castle Street, St Helier, Jersey JE1 1ES, UK  
**(WPP plc)**  
and  
Cavendish Square Holding B.V.  
of Laan Op Zuid, 167 Rotterdam, 3072 DB Netherlands  
**(Cavendish)**

in favour of each person registered as a holder of fully paid ordinary shares in WPP AUNZ in the Share Register as at the Scheme Record Date (other than the Excluded Shareholders).

- Recitals
- 1 WPP AUNZ, Cavendish and WPP plc entered into the Implementation Deed.
  - 2 In the Implementation Deed, WPP plc agreed to make this deed poll and to procure that Cavendish make this deed poll.
  - 3 WPP plc and Cavendish are making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform their obligations under the Implementation Deed and the Scheme.
- 

This deed poll provides as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

- (a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>First Court Date</b>	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the

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Term	Meaning
	Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
<b>Implementation Deed</b>	the scheme implementation deed entered into between WPP AUNZ, Cavendish and WPP plc dated 25 December 2020, as amended and restated on 10 March 2021.
<b>Scheme</b>	the scheme of arrangement under Part 5.1 of the Corporations Act between WPP AUNZ and the Scheme Shareholders, substantially in the form set out in Attachment 1, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by WPP plc and WPP AUNZ.
<b>WPP AUNZ</b>	WPP AUNZ Ltd ABN 84 001 657 370.
(b)	Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

## 1.2 Interpretation

Sections 2, 3 and 4 of Schedule 1 of the Scheme apply to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

## 1.3 Nature of deed poll

WPP plc and Cavendish acknowledge that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints WPP AUNZ and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against WPP plc and Cavendish.

## 2 Conditions to obligations

### 2.1 Conditions

This deed poll and the obligations of WPP plc and Cavendish under this deed poll are subject to the Scheme becoming Effective.

## 2.2 Termination

The obligations of WPP plc and Cavendish under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no force or effect if:

- (a) the Implementation Deed is terminated in accordance with its terms; or
  - (b) the Scheme is not Effective on or before the End Date,
- unless WPP plc, Cavendish and WPP AUNZ otherwise agree in writing.

## 2.3 Consequences of termination

If this deed poll terminates under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) WPP plc and Cavendish are released from their obligations to further perform this deed poll except those obligations under clause 7.1; and
- (b) each Scheme Shareholder retains the rights they have against WPP plc and Cavendish in respect of any breach of this deed poll which occurred before it was terminated.

# 3 Scheme obligations

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## 3.1 Undertaking to pay Scheme Consideration

Subject to clause 2, each of WPP plc and Cavendish undertakes in favour of each Scheme Shareholder to:

- (a) deposit, or procure the deposit of, in cleared funds, by no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders under the Scheme into an Australian dollar denominated trust account operated by WPP AUNZ as trustee for the Scheme Shareholders, except that any interest on the amounts deposited (less bank fees and other charges) will be credited to WPP plc's account; and
- (b) undertake all other actions, and give each acknowledgement, representation and warranty (if any), attributed to it under the Scheme,

subject to and in accordance with the terms of the Scheme.

# 4 Warranties

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Each of WPP plc and Cavendish represents and warrants in favour of each Scheme Shareholder, in respect of itself, that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;



- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 5 Continuing obligations

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This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) WPP plc and Cavendish have fully performed their obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.

## 6 Notices

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### 6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to WPP plc and Cavendish in accordance with the details set out below (or any alternative details nominated by WPP plc or Cavendish by Notice).

<b>WPP plc</b>	Mark Povey	Sea Containers, 18 Upper Ground, London SE1 9GL, United Kingdom	<a href="mailto:Mark.Povey@wpp.com">Mark.Povey@wpp.com</a>
with a copy to:	Shaun Clyne	Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000	<a href="mailto:shaun.clyne@minterellison.com">shaun.clyne@minterellison.com</a>
<b>Cavendish</b>	Astrid Mulder	Laan Op Zuid 167 Rotterdam, 3072 DB Netherlands	<a href="mailto:Astrid.Mulder@wpp.com">Astrid.Mulder@wpp.com</a>
with a copy to:	Mark Povey	Sea Containers, 18 Upper Ground,	<a href="mailto:Mark.Povey@wpp.com">Mark.Povey@wpp.com</a>

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WPP plc  
London SE1 9GL,  
United Kingdom

with a copy to: Shaun Clyne      Level 40, Governor      [shaun.clyne@minterellison.com](mailto:shaun.clyne@minterellison.com)  
MinterEllison      Macquarie Tower, 1  
Farrer Place, Sydney  
NSW 2000

## 6.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the nominated email address	The first to occur of: <ol style="list-style-type: none"> <li>1 the sender receiving an automated message confirming delivery; or</li> <li>2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.</li> </ol>

## 6.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 6.2).

## 7 General

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### 7.1 Stamp duty

WPP plc:

- (a) will pay all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under or in connection with the Scheme and this deed poll; and
- (b) indemnifies each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

### 7.2 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in New South Wales, Australia.
- (b) WPP plc and Cavendish irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. WPP plc and Cavendish irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 7.3 Waiver

- (a) WPP plc and Cavendish may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on words or conduct of WPP plc or Cavendish as a waiver of any right unless the waiver is in writing and signed by WPP plc or Cavendish, as appropriate.
- (c) The meanings of the terms used in this clause 7.3 are set out below.

Term	Meaning
<b>conduct</b>	includes delay in the exercise of a right.
<b>right</b>	any right arising under or in connection with this deed poll and includes the right to rely on this clause.
<b>waiver</b>	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

### 7.4 Variation

A provision of this deed poll may not be varied unless:

- (a) if before the First Court Date, the variation is agreed to by WPP AUNZ; or



- (b) if on or after the First Court Date, the variation is agreed to by WPP AUNZ and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event WPP plc and Cavendish will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

## **7.5 Cumulative rights**

The rights, powers and remedies of WPP plc, Cavendish and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

## **7.6 Assignment**

- (a) The rights created by this deed poll are personal to WPP plc, Cavendish and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of WPP plc.
- (b) Any purported dealing in contravention of clause 7.6(a) is invalid.

## **7.7 Joint and several obligations**

WPP plc and Cavendish are jointly and severally liable for each obligation imposed on both of them by the terms of this deed poll.

## **7.8 Further action**

WPP plc and Cavendish must, at their own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.



## Attachment 1

### Scheme

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[Attached]

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## Signing page

### Executed as a deed poll

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Executed by WPP plc

Signed sealed and delivered by  
**WPP plc** in the presence of



*sign here* ▶ \_\_\_\_\_  
Authorised signatory

*sign here* ▶ \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

Executed by Cavendish Square Holding B.V.

Signed sealed and delivered by  
**Cavendish Square Holding B.V.**  
in the presence of



*sign here* ▶ \_\_\_\_\_  
Authorised signatory

*sign here* ▶ \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

For personal use only



## Attachment 4

### Conditions Precedent certificate

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For personal use only



## Conditions precedent certificate

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WPP AUNZ Ltd (ACN 001 657 370) (**WPP AUNZ**) and WPP plc (**WPP plc**) certify, confirm and agree (in each case in respect of matters within their knowledge) that each of the conditions precedent:

- 1 in clause 3.1 (other than the condition in clause 3.1(d) relating to Court approval) of the scheme implementation deed dated **[insert date]** between WPP AUNZ, WPP plc and Cavendish Square Holding B.V. (**SID**) has been satisfied or is hereby waived by the relevant party (or parties) to the SID in accordance with the terms of the SID; and
- 2 in clause 3.1 of the scheme of arrangement between WPP AUNZ and the relevant WPP AUNZ shareholders which appears in Annexure **[insert]** of WPP AUNZ's scheme booklet dated **[insert date]** has been satisfied.

This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Dated: **[insert date]**

### Executed as a deed

#### WPP AUNZ

Signed sealed and delivered by  
**WPP AUNZ Ltd** ACN 001 657 370  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

For personal use only



**WPP plc**

Signed sealed and delivered by  
**WPP plc**  
in the presence of



*sign here* ▶

\_\_\_\_\_  
Authorised signatory

*sign here* ▶

\_\_\_\_\_  
Witness

*print name*

\_\_\_\_\_

*print name*

\_\_\_\_\_

For personal use only