

Private and Confidential
Jules Rivoire
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7th July 2019

Dear Jules,

Offer of Employment with Millward Brown

I am delighted to offer you on behalf of Millward Brown (the "Company") the position of Marketing Assistant, Skale 30 reporting to Dominic Harders, Vice President, Global Marketing. Skale is a Kantar-wide job positioning framework where every role in the organisation is assigned a position number that indicates the relative size and scope of the role. This is a fixed term contract commencing 29th July 2019 and will end on 30th June 2020.

If you accept this offer, your terms of employment will be as set out in the enclosed Employment Agreement. These terms include:

- (a) a basic salary of £12,250 per annum, paid monthly on or around the 28th day of each month.
- (b) 25 working days' holiday in each full calendar year, in addition to the usual 8 UK Bank Holidays; the holiday year runs from 01 January to 31 December annually. Your holiday allowance for the remainder of the annual leave year is 9 days. All annual leave must be taken in agreement with your Line Manager.
- (c) subject to eligibility, participation in the Company's:
 - i. healthcare cashplan, permanent health insurance and life assurance schemes
 - ii. pension scheme (the Company will contribute 4% of your earnings when you contribute a minimum of 3% of your basic salary. If you choose to pay less than 3%, the company will match your contributions)
 - iii. award-winning flexible benefits scheme, where you have a wide choice of benefits and the opportunity to choose those that best suit your personal circumstances. The election window to choose flexible benefits is open in December each year although you will have the opportunity to do this within the first four weeks of your employment. The details of this will be sent to you by email after your start date.

Our offer is subject to the following conditions:

- a) you having the legal right to live and work in the UK and producing your passport, and any additional original documents which we may request as proof of this, to the Company before your employment commences. **You must bring these documents with you on your first day so they can be checked and copied.**

- b) the Company having received two references about you which it regards as satisfactory (one of which must be from your current or most recent employer); and;
- c) your clearing any additional pre-employment checks carried out by the Company from time to time (including but not limited to any additional checks required given the nature of the role you are employed to do) to the Company's satisfaction.

I do very much hope you accept this offer, in which case please sign the attached Employment Agreement and return it to me your start date. This offer will be withdrawn if it has not been accepted by this date. By accepting this offer, you confirm that your employment with the Company will not be in breach of any obligations you have to your current or former employer.

If any of these conditions are not satisfied before your start date, the Company can immediately withdraw its offer of employment to you. If your employment starts and the Company then find that any of these conditions has not been satisfied, the Company can terminate your employment immediately without notice or payment in lieu of notice.

Millward Brown is part of Kantar, home to the world's leading research, data and insight companies. A crucial part of Kantar's online strategy is embracing new technology, which is why we are delighted to confirm that our New Starter process is online.

This letter has been sent to you from Kantar HR Operations via Adobe eSign Services. Please follow the links in the email to view and sign your Offer of Employment. Once signed you will be emailed signed, secure PDF copies of all the attachments for you to save and keep for your future reference. We will receive the same for retention on your personnel file.

Upon acceptance of this offer, we will send a further link to our online New Starter Forms. Please review and complete these promptly so that we can get you set up on our HR and Payroll systems ASAP. There is no need to print and return any of these documents to us.

We are delighted to have made this offer to you and look forward to you joining the team. In the meantime, please do not hesitate to contact me if you have any questions.

I look forward to hearing from you.

Yours sincerely,


m.patel (Jul 7, 2019)

Mina Patel
HR Director

Attachments:

- Contract of Employment
- Pension Auto-Enrolment Letter
- Zurich Key Facts Leaflet
- MyLife Benefits Guide

DATED: 7th July 2019

JULES RIVOIRE (1)

and

MILLWARD BROWN (2)

EMPLOYMENT CONTRACT

1 JOB TITLE AND DUTIES

- 1.1 This Agreement sets out the terms on which you are employed by MILLWARD BROWN (the “**Company**”) with effect from the date set out in Schedule 2 of this Agreement (the “**Commencement Date**”). It replaces all previous letters of engagement, agreements and arrangements between you and the Company and/or any Group Company relating to your services which, if they exist, will be treated as having terminated (by mutual consent) on the Commencement Date.
- 1.2 The position you are employed as and the person you report to (your “**Report**”) are set out in Schedule 2 of this Agreement.
- 1.3 Your period of continuous employment with the Company is set out in Schedule 2 of this Agreement.
- 1.4 You will devote all your working time to the business of the Company and any other Group Company and will carry out your duties diligently and properly. You will do your best to promote, protect and develop the interests of the Company and any other Group Company and will not knowingly do or willingly permit to be done anything that causes prejudice, loss or injury to the Company or any Group Company.
- 1.5 You agree that the Company may require you (without additional remuneration) to carry out different or additional duties including holding any office in the Company or any other Group Company consistent with your status and position in the Company.
- 1.6 You will comply with the instructions of the Company and with any rules, policies and procedures, as apply to you from time to time by virtue of your employment with the Company. None of these rules, policies or procedures will give you any contractual rights, unless they expressly provide otherwise. These rules, policies and procedures include (without limitation):
 - (a) all rules issued by the Company or WPP in relation to owning or trading securities;
 - (b) the WPP Policy Book (incorporating the Code of Business Conduct); and

2 HOURS AND PLACE OF WORK

- 2.1 Your normal working hours are from 09:00am to 05:30pm Monday to Thursday, and 09:00am to 16:30pm on Friday. You are entitled to a break for lunch of up to one hour, however in busy periods you will be expected to be flexible on the timing and length of your break. You will be required to work such additional hours as are reasonably necessary to complete your duties.
- 2.2 For the purposes of the WTR, it is not intended that you will be required to work on average in excess of 48 hours per week averaged over a period of 17 weeks. However, you agree to work in excess of an average of 48 hours per week should the Company require you to do so. If you wish to terminate your agreement to opt out of the 48-hour average limit, you are required to give the Company 3 months' written notice of your intention to do so.
- 2.3 The address of the Company's offices at which you will normally work is confirmed in Schedule 2 of this Agreement. However, on giving reasonable notice, the Company

may change your normal place of work to another location whether within or outside the United Kingdom on either a temporary or indefinite basis as may be reasonably necessary for the proper performance of your duties.

- 2.4 You may be required to travel and work on a temporary basis both throughout and outside the United Kingdom on the business of the Company or any Group Company as is reasonably required for the performance of your duties. However, unless advised otherwise, you will not be required to work outside the United Kingdom for any consecutive period exceeding 4 weeks.

3 PROBATIONARY PERIOD

- 3.1 Your initial employment with the Company will be on the basis of a probationary period of three months, which the Company may extend, at its discretion, if it should be deemed necessary. During this probationary period, the Company will assess and review your work performance and either party may at any time terminate your employment with one weeks' notice in writing.
- 3.2 Your employment will be confirmed in writing should your probationary period prove satisfactory to the Company.

4 PAY AND BENEFITS

Salary, car allowance and incentives

- 4.1 Your "Actual Salary" will be the Basic Salary set out in 0 of this Agreement which shall be reduced by any amounts which you renounce under any salary sacrifice arrangement operated by the Company from time to time. Your Actual Salary will be payable in equal monthly instalments in arrears by direct bank transfer into your bank account, less tax and National Insurance. Your Basic Salary will be reviewed by the Company (in accordance with WPP policy) from time to time but with no commitment to increase it.

Insured benefits

- 4.2 The Company may offer from time to time non-contractual benefits schemes which may include life assurance, healthcare cashplan, and/or permanent health insurance (the "**Schemes**") in which you may be eligible to participate subject to the terms of the Schemes from time to time. Further details of any of the Schemes which may from time to time be on offer are available on request from the Company. If a provider of any of the Schemes (including but not limited to any insurance company) refuses for any reason (whether based on its own interpretation of the terms of the insurance policy or otherwise) to provide any benefits to you (or where appropriate any member of your family) the Company is not liable to provide replacement benefit of the same or similar kind or compensation in lieu of such benefit. Nothing in this Agreement will prevent the Company from exercising its right under this Agreement to terminate your employment, even if such termination results in your loss of any outstanding or prospective entitlement under the Schemes and the Company will not be liable to compensate you in respect of any such pay or benefit if your employment is terminated.

Pension

- 4.3 The Company will comply with its employer pension duties under Part 1 of the Pensions Act 2008 as may be amended from time to time.
- 4.4 A contracting-out certificate is not in force in respect of the Appointment.
- 4.5 You are entitled to participate in the pension arrangement operated by the Company subject to the governing documentation applying to that arrangement from time to time. Full details of the Company's pension arrangement are available from Zurich. If you do not elect to participate in the Company's pension arrangement at the first opportunity, or if you opt out of doing so, you may be automatically enrolled or re-enrolled at a later date into a pension arrangement in order to satisfy the employer pension duties referred to at clause 4.3 above.

Skale	Employee Contribution	Employer Contribution
Skale 60 & below	3%	4%
Skale 70 – 80	3%	6%
Skale 90 +	3%	10%

General

- 4.6 Subject always to its employer pension duties under Part 1 of the Pensions Act 2008, the Company, at its absolute discretion, reserves the right to discontinue, vary or withdraw any of the above schemes or vary their terms and details from time to time. Similarly, any other benefit provided to you will, unless otherwise agreed in writing, be at the discretion of the Company who may, at any time, withdraw or vary the terms of such benefit as it sees fit.
- 4.7 Nothing in this clause 4.7 confers on you, your dependents or any other third party, any enforceable rights against the Company or any Group Company.
- 4.8 By signing this Agreement, you authorise the Company to deduct from your remuneration (which for this purpose includes all and any salary, car allowance, bonus, holiday pay, sick pay and any other payments due to you) all debts or sums owed by you to the Company or any Group Company including but without limitation the balance outstanding of any loans (and interest where appropriate) due to the Company or any Group Company.

5 HOLIDAY AND SICKNESS ABSENCE

Holiday

- 5.1 In addition to the usual public and bank holidays, the number of working days' paid holiday in each calendar year which you are entitled to is set out in Schedule 2 of this Agreement. All holiday is to be taken at times approved by your Report and accrues on a pro rata basis throughout each month of employment.
- 5.2 For each completed continuous year of service as at 1st January you will be entitled to additional leave entitlement as follows (pro-rata based on hours/days worked). The value of any additional days leave will be added to your flexible benefits account at the start of the appropriate year.

Length of Service	Holiday Entitlement
Up to 5 years' service	25 days
5 – 9 years' service	27 days
10 years plus service	30 days

- 5.3 The rate of pay due in respect of each day's holiday is calculated on the basis of 1/260th of your Actual Salary.
- 5.4 You may not carry forward any unused part of your holiday entitlement to a subsequent year except with your Report's express written agreement and you must take at least your minimum statutory holiday each year as required by the Working Time Regulations 1998 ("**WTR holidays**"). No payment will be made in lieu of any unused holiday entitlement except on the termination of your employment when, subject to clause 5.4 below, you will either be paid for any accrued untaken holiday in the current calendar year or if you have taken more than your accrued entitlement, an appropriate sum will be deducted from your final salary payment.
- 5.5 In any calendar year, you are deemed to take WTR holidays before the balance of your contractual holiday entitlement. If you are summarily dismissed or you resign your employment with the Company, on termination of your employment, you will only be paid in respect of accrued untaken WTR holidays; no payment will be made in respect of the balance of your contractual holiday entitlement.
- 5.6 The Company can require you to take any accrued untaken holiday during any notice period. If the Company exercises its right to put you on Garden Leave in accordance with clause 8.5 below, you will be deemed to take all outstanding holiday during that period, including any holiday accrued during your Garden Leave. You will not accrue any holiday entitlement in respect of any period of notice for which you are paid in lieu.
- 5.7 If you are absent from work due to sickness, injury or ill-health for a continuous period exceeding 8 weeks, you will immediately cease to accrue any further holiday entitlement (save as required by law) until you are certified (to the Company's satisfaction) as being fit to return to work and resume the normal responsibilities of your role.

Illness or injury

- 5.8 If you are absent from work due to sickness, injury or ill health, you must inform the Company as soon as possible on the first working day of incapacity, and provide, as far as practicable, an expected date of return to work. You must complete a Company self-certification form for all absences from work of up to seven calendar days; for absences over seven days, you must provide the Company with one or more medical certificates from your doctor to cover the duration of your absence.
- 5.9 Subject to the successful completion of your probationary period and clauses 5.8 and 5.10 below, provided you properly comply with the Company's absence reporting requirements, the Company may, at its absolute discretion, pay your full Actual Salary for absence in any period of 12 months (whether or not consecutive) as shown below:

Length of Service	Company Sick Pay Entitlement
Less than 1 year service	2 weeks
1 – 3 years' service	4 weeks
3 – 5 years' service	8 weeks
6 – 10 years' service	13 weeks
10 years' service plus	26 weeks

Thereafter, you will not be entitled to any further payment other than Statutory Sick Pay until you return to work. Company Sick Pay will include Statutory Sick Pay where appropriate in accordance with the current statutory provisions, provided you comply with the relevant Statutory and Company rules regarding the provision of evidence of illness and absence reporting procedure. For Statutory Sick Pay purposes, your qualifying days are Monday to Friday. If the Company, at its absolute discretion, continues to pay any part of your salary (in addition to Statutory Sick Pay) and benefits during a period or periods in excess of your maximum sick pay entitlement, such payment may be discontinued at any time upon reasonable notice.

- 5.10 Unless advised otherwise, you immediately cease to be eligible for discretionary sick pay if you are absent due to sickness, injury or illness:
- (a) whilst the Company is consulting with you regarding the possible termination of your employment;
 - (b) during any period of notice; or
 - (c) whilst the Company is conducting any investigation into allegations against you which could lead to disciplinary action being taken (up to and including dismissal).
- 5.11 The Company also reserves the right to withhold, discontinue or require repayment of sick pay (other than Statutory Sick Pay) if:
- (a) it is reasonably satisfied that you have abused the sick pay arrangements or misrepresented the reasons for your absence;
 - (b) in the opinion of a doctor nominated by the Company, you are well enough to perform all or substantially all of the responsibilities of your role; or
 - (c) it is reasonably satisfied that your own misconduct caused your absence or you otherwise act in a way which is likely to delay your recovery.
- 5.12 You agree that for the purposes of your employment only, you will if asked, submit to medical examinations and tests by a doctor of the Company's choice, the cost of which will be met by the Company. You will authorise the doctor(s) responsible for such medical examinations to disclose and discuss with the Company and/or its medical advisers the results subject to the provisions of the Access to Medical Reports Act 1988 (if applicable). You will also authorise your own doctor to disclose and discuss with the Company and/or its medical advisers any information about your health or medical record having an actual or potential bearing upon your ability to perform your duties.
- 5.13 The fact that you may have an outstanding or prospective entitlement to company sick pay, private medical insurance benefits or permanent health insurance benefits will not prevent the Company from exercising its right to terminate your employment nor will the Company be liable to compensate you in respect of any such pay or benefit if your

employment is terminated. However, the Company will not terminate your employment on the grounds of long-term incapacity if, solely by its doing so, you would cease to be entitled to actual or prospective benefits under any permanent health insurance scheme provided by the Company in respect of the then current period of incapacity.

- 5.14 You agree that the Company is entitled to rely on the reasonable opinion of any doctor engaged by it under clause 5.12 above. If that doctor considers you unfit for work or incapable of substantially fulfilling your duties, the Company can require you to remain away from work until such time as the same doctor certifies you fit to return. In the meantime, the Company is entitled to appoint a temporary replacement to carry out the responsibilities of your role. If the Company exercises its rights under this clause, you will be eligible for sick pay as provided for under clause 5.9 above but will not otherwise receive any payment (other than Statutory Sick Pay) from the Company.

6 BUSINESS EXPENSES AND PROPERTY

Business expenses

- 6.1 The Company will, on supply of proper receipts, reimburse to you all reasonable travelling, accommodation and other expenses wholly and necessarily incurred in the performance of your duties.

Company property

- 6.2 All plans, designs, specifications, price lists of clients, correspondence, papers, memoranda, notes, records, videos, tapes, software, presentations and all copies of the same (including any held in electronic or magnetic media or other forms of computer storage), charge and credit cards which come into your possession and which relate to the performance of your duties or to the business of the Company or any Group Company (including business methods/know-how or marketing strategy or the identity or requirements or terms of dealing of its suppliers or clients) at all times remain the property of the Company or the relevant Group Company. You will not use the same or cause or permit any party whatsoever to use the same except in relation to the proper performance of your duties.
- 6.3 You will immediately on request (either during your employment or after it terminates):
- (a) return all property belonging or relating to the Company or any Group Company which is in your possession or under your control and will not retain any copies, notes, extracts or other information. If asked to do so, you will sign a written undertaking confirming that you have complied with this clause and agree that the Company may withhold any sums due to you until that undertaking is provided;
 - (b) provide access (including passwords and any codes) to any computer or other equipment or web-based account, platform or software (in each case whether hard copy, electronic or otherwise) in your possession or under your control which contains information relating to the Company or any Group Company or its or their respective businesses or through which such information may be accessed. You also agree that the Company is entitled to inspect, copy and/or remove any such information from any computer, equipment, account, platform or software owned by you or otherwise under your control and you agree to ensure that its representatives are allowed reasonable access to the same for these purposes.

7 PROTECTING THE GROUP'S INTERESTS – DURING YOUR EMPLOYMENT

Outside interests

- 7.1 Whilst employed by the Company, you will not:
- (a) be an employee of, or be engaged in any other capacity by, any company or organisation other than the Company, unless authorised in writing by the Company;
 - (b) be involved in any capacity in providing services directly or indirectly to any other Person in respect of any business which is similar to or which does or might reasonably be expected to compete or conflict with any aspect of the business of the Company or any Group Company or which may otherwise affect the proper and efficient performance of your duties;
 - (c) be entitled to receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any business transacted (whether or not by you) by or on behalf of the Company or any Group Company. This prohibition also extends to your Immediate Relatives. If you, any of your Immediate Relatives or any company or business entity in which either you or they are interested directly or indirectly obtain any such discount, rebate, commission or other benefit, you will immediately account to the Company or any Group Company for the amount received or the value of benefit obtained;
 - (d) make contact or communicate with any member of the press or media or anyone so connected on behalf of the Company or any Group Company, or publish any articles or letters or post any content on any Social Media platform on behalf of the Company or any Group Company other than as required for the proper purposes of carrying out your duties.
- 7.2 Nothing in this Agreement will prevent you from holding beneficially by way of bona fide personal investment up to 1% of any shares or securities in any company.

Confidential Information

- 7.3 You agree to comply with the provisions of Schedule 1, Part 1 of this Agreement to protect the legitimate interests of the Company and any Group Company in relation to Confidential Information, and which you acknowledge you will continue to be bound by following the termination of your employment.

Intellectual property

- 7.4 Any discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, copyright and all similar rights or get-up made, discovered or created by you during your employment (whether alone or with others and whether or not in the course of your employment) in connection with or relating to the business of the Company or any Group Company or capable of being used or adapted for use in it shall belong to and be the absolute property of the Company. If required to do so by the Company (whether during or after

the termination of your employment), you will at the expense of the Company promptly execute all instruments and do all things necessary to vest ownership of all other rights, title and interests (including any registered rights in the same) in such discovery, model, concept, idea, know-how, method, database, computer programme or software (including related preparations and design materials), invention, improvement in procedure, trade mark, trade name, design, copyright and all similar rights or get-up in the Company (or its nominee) absolutely and as sole beneficial owner. By signing this Agreement, you hereby irrevocably waive all your rights pursuant to sections 77 to 83 inclusive of the Copyright Designs and Patents Act 1988 (and any statutory amendment to it).

- 7.5 You hereby irrevocably appoint the Company to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the full benefit of clause 7.4 of this Agreement. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

8 TERMINATION OF EMPLOYMENT

- 8.1 Your employment can, subject to clause 3.1 of this Agreement entitling the parties to terminate on one weeks' notice at any time during your probationary period and the provisions of this Agreement entitling the Company to terminate summarily or on short notice, be terminated by:
- (a) 1 months' written notice in your initial 12 months of employment, plus 1 week per year of service, up to a maximum of 12 weeks.
- 8.2 The Company does not have a fixed retirement age although this may be reviewed from time to time to reflect business need. You may choose the age at which you wish to retire. If you wish to retire you should provide the Company with as much notice as possible, and at least the notice you are required to give to terminate your employment under this Agreement. You may also be asked about your plans from time to time to assist the Company in relation to succession planning. Although not bound by any indication given, you are asked to keep the Company informed of any changes to your stated intentions.
- 8.3 The Company reserves the right to dismiss you without notice or payment in lieu of notice if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence or other substantial grounds justifying your immediate dismissal including any significant breach of your contractual obligations.
- 8.4 The Company may suspend you on full pay and benefits for so long as it may be necessary to carry out a proper investigation and hold any disciplinary meeting. During any such period of suspension you must not attend work nor carry out any of the responsibilities of your role unless specifically required to do so by the Company in writing. You must also comply with any other reasonable instructions given to you by the Company during any such period of suspension.
- 8.5 Provided that it continues to pay your Actual Salary and to provide you with all your contractual benefits (or at its option pay a sum in lieu of such benefits), the Company is entitled at its absolute discretion to require you during any period of notice (or any part of such period) not to carry out any work and "Garden Leave" refers to any such period.

9 PROTECTING THE GROUP'S INTERESTS - AFTER YOUR EMPLOYMENT

Social Media

- 9.1 You agree that, on or before the Termination Date, you will delete any connection between you and any Client or Prospect stored in any form of Social Media.

Protective covenants

- 9.2 In consideration for the payments and other benefits due to you under this Agreement, you also agree to enter into the covenants in Schedule 1, Part 2 to protect the legitimate interests of the Company and any other Group Company.
- 9.3 You agree that if you receive any offer of employment or engagement during your employment (including during any period of notice and/or any period of Garden Leave) or at any time during the Restricted Period, you will give to the person offering you the employment or engagement a copy of this Agreement and draw their attention in particular to this clause 9 and Schedule 1.

Additional covenants

- 9.4 You covenant with the Company that you will not at any time make any untrue or misleading statement in relation to the Company or any Group Company and will not after the termination of your employment represent yourself as still being employed by or connected with the Company or any Group Company.
- 9.5 You further covenant with the Company that you will not except with the prior written consent of the Company, use the name "Millward Brown" or any other name identical to or likely to be confused with any name which has been used by the Company or any Group Company at any time during the 12 months prior to the termination of your employment.
- 9.6 You further covenant with the Company that you will not use any references, images, photographs, designs, images, presentations or other work which relate to or are connected in any way with the business of the Company or were produced by the Company in the course of its business, in any marketing, advertising or publicity material distributed by you or on your behalf and/or in any publications or work carried out by you or in any representations made by you in the course of business (whether orally, written or otherwise).

10 COMPANY POLICIES AND PROCEDURES

- 10.1 The disciplinary and grievance procedures applicable to you are available from the Company's HR Department. For the avoidance of any doubt, whilst the Company's disciplinary rules form part of your contract of employment with the Company, the disciplinary and grievance procedures do not and as such, the Company is not under any contractual obligation to apply those procedures in any particular case.
- 10.2 The Company's policies relating to equal opportunities as well as policies dealing with the general relationship between you and the Company are set out in the WPP Policy Book (incorporating the Code of Business Conduct) but may also comprise directives issued from time to time by the Company. None of these policies (save for those

referred to at clause 10.3 below) form part of your contract of employment nor do they confer any contractual rights upon you.

- 10.3 The terms of the WPP Code of Business Conduct and the Company's policies relating to the use of email and the internet as are applicable from time to time form part of your contract of employment. Failure to comply with the terms of these policies may lead to disciplinary action against you (which may include summary dismissal).
- 10.4 By signing this Agreement you consent to the holding and processing of any data relating to you, and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to you (including, for example, information relating to your health or racial or ethnic origin). You also consent to the transfer outside the European Economic Area of all or any part of the information held by the Company in relation to you.

11 CONDITIONS/WARRANTIES OF EMPLOYMENT

- 11.1 The Company may impose conditions on your employment in any letter offering you employment under the terms of this Employment Agreement. If, prior to the Commencement Date, it becomes clear that any of these conditions will not be met, the Company may withdraw its offer of employment to you with immediate effect. If your employment starts before these conditions are met then, notwithstanding any other provision of this Agreement, the Company can terminate your employment at any time after the Commencement Date by giving one week's written notice if any of these conditions are still not met within a reasonable period after the Commencement Date.
- 11.2 You represent and warrant to the Company that in entering into and/or in performing any or all of your duties and obligations under this Agreement, you will not be in breach of any express or implied terms of any contract or of any obligations to any third party.

12 DEFINITIONS AND OTHER GENERAL PROVISIONS

- 12.1 In this Agreement (and any Schedules to it), the following definitions apply:

"Confidential Information" means all trade secrets and confidential information relating to the Company or any Group Company, its or their businesses and its or their past, current or prospective clients and suppliers and their respective businesses, including but not limited to the information referred to in Part 1 Schedule 1.

"Garden Leave" means any period during which the Company exercises its discretion to require you not to work, as set out in clause 8.5.

"Group Company" means and includes WPP and its subsidiaries and any holding company of WPP and any subsidiary of such holding company (all as defined in the Companies Act 2006) and any associated company (which expression shall mean any other company of which the Company, WPP or any holding company of WPP or any subsidiary of the Company, WPP or any holding company of WPP beneficially holds not less than 20% of the equity share capital). Any references to "Group Companies" will be read accordingly.

"Group" means collectively the Group Companies.

"Immediate Relative" means wife or husband, partner (including but not limited to civil partner), child, brother, sister, cousin, aunt, uncle, parent, grandparent and the aforesaid relatives by marriage.

"Person" means any individual, firm, company or other entity.

"Social Media" means any online communication tool which facilitates the creation, publication, storage and/or exchange of user-generated content. Social Media includes (but is not limited to) Twitter, Skype, Facebook, Myspace, YouTube, Flickr, LinkedIn, Wikis, Google+ and Tumblr.

"WPP" means WPP plc.

- 12.2 Certain additional definitions are referred to in and apply to the Schedules. The various headings in this Agreement are for convenience only and do not affect the meaning or interpretation of any of its provisions.
- 12.3 There are no collective agreements in force with trade unions which affect your employment.
- 12.4 Notices must be given by either party by letter or fax addressed to the other party at (in the case of the Company) its registered office for the time being and (in your case) your last known address. Any notice given by post shall be deemed to have been given 48 hours after the letter is posted or if delivered in person or by email, at the time of delivery.
- 12.5 The expiry or termination of this Agreement (for any reason) shall not operate to affect any of its provisions which, in accordance with their terms, are expressed to operate or have effect after such expiry or termination.
- 12.6 This Agreement is governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts save in respect of the enforcement of judgments where such jurisdiction shall be non-exclusive. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.
- 12.7 The provisions of this Agreement and the attached Schedules are severable. If any provision or any identifiable part of any provision is held to be invalid or unenforceable by any Court of competent jurisdiction, this will not affect the validity or enforceability of the remaining provisions.

IN WITNESS of which you have executed this Agreement as a deed on the date set out above.

SCHEDULE 1
CONFIDENTIALITY AND RESTRICTIONS

Part 1 Protection of confidential information

- 1 During and after your employment with the Company, you must not (unless you are required to do so by law, protected in doing so by a statutory right of protected disclosure or you do so in the proper course of your duties) use, copy or disclose to any Person any trade secrets or Confidential Information other than for the purposes of the Company or any Group Company.
- 2 Confidential Information includes, but is not limited to, lists of the Company's or any Group Company's actual or potential clients, details of relationships or arrangements with or knowledge of the requirements of the Company's or any Group Company's actual or potential clients including terms of business and pricing arrangements in force or under discussion, details of the Company's or any Group Company's business methods, finances, prices or pricing strategy, marketing or development plans or strategies, details of any tenders, pitches or presentations proposed or made by the Company or any Group Company, personal information about any of the Company's or any Group Company's directors or employees, workers or agents including details of their pay, information about any Target Business Entity, information divulged to the Company or any Group Company by a third party in confidence, information about software marketing or know-how and any information relating to the Company or any Group Company or any of its or their clients which is marked "Confidential" or "Secret" or which the Company, Group Company or the client in question reasonably considers to be confidential.
- 3 Confidential Information does not include information which is generally known or easily accessible by the public, unless it is generally known or easily accessible by the public because of a breach of your obligations (whether express or implied) of confidentiality.
- 4 The Company and/or any other Group Company may, from time to time, be entrusted with confidential or proprietary information, trade secrets or intellectual property belonging to third parties ("**Third Party Confidential Information**"). You agree to comply with any contractual undertakings or obligations which the Company or any other Group Company imposes on its or their employees in respect of the Third Party Confidential Information and will enter into any confidentiality undertaking that the Company or any other Group Company may require you to enter into with any such third party.
- 5 You will only access and use the Company's or any Group Company's computer and electronic equipment for the proper purposes of your employment.
- 6 You will not without express prior consent, download or, copy onto a hard drive or otherwise transfer to any property or system not owned or controlled by the Company, any work carried out by you in the course of your engagement with the Company nor the work of any other Company staff nor any other work, material or information belonging to the Company.
- 7 You will not at any time (whether during your employment or after the Termination Date) erase, corrupt or otherwise interfere with any data, records or Confidential Information held in whatever form, including electronic equipment, provided, available or accessible to you by the Company.

- 8 You will immediately on request by the Company (at any time during your employment or after the Termination Date) disclose to the Company the relevant passwords to all current password-protected documents, platforms, software and/or current email accounts created or used by you during your employment in relation to the business and/or affairs of the Company or any Group Company. You acknowledge the right of the Company, for business purposes, to inspect at any time, with or without your knowledge, any email account provided for your use by the Company or any Group Company.

Part 2 Restrictions during Garden Leave and after end of employment

- 9 You agree and undertake with the Company on behalf of itself and as agent for each Group Company that you will not in any Relevant Capacity at any time during the Restricted Period:
- 9.1 within or in relation to the Restricted Territory take any steps preparatory to or be directly or indirectly engaged, employed, interested or concerned in any Competing Business; or
- 9.2 solicit or attempt to solicit, canvass, interfere with or entice away from the Company or any Relevant Group Company the custom or any prospective custom of any Client or any Prospect with a view to providing to that Client or Prospect any products or services which are the same as or materially similar to any Restricted Business in competition with the Company or any Relevant Group Company; or
- 9.3 provide or agree to provide any products or services which are the same as or materially similar to any Restricted Business to any Client or any Prospect in competition with the Company or any Relevant Group Company; or
- 9.4 solicit, entice or encourage or attempt to solicit, entice or encourage any Key Individual to leave the employment of the Company or any Relevant Group Company (whether or not such person would commit any breach of his or her contract of employment by doing so); or
- 9.5 employ, engage, appoint, enter into partnership or association with or in any way cause to be employed, engaged or appointed any Key Individual in relation to any Person which is or is proposing to be a Competing Business or is or is proposed to be directly or indirectly owned by or controlling any Competing Business; or
- 9.6 provide or agree to provide any products or services which are the same as or materially similar to any Restricted Business in respect of any Competitor Account; or
- 9.7 be employed or engaged by any Client or Prospect if as a result the Client or Prospect will cease to use or materially reduce its usage of the products or services of the Company or any Relevant Group Company or, in the case of a Prospect, will not use the products or services of the Company or any Relevant Group Company or use them to a materially lesser extent; or
- 9.8 solicit or try to solicit or place orders for the supply of products or services from any Supplier if as a result the Supplier will cease supplying, materially reduce its supply or vary detrimentally the terms on which it supplies products or services to the Company or any Relevant Group Company; or
- 9.9 encourage, assist or procure any Person to do anything which if done by you would be a breach of paragraphs 9.1 to 9.8 above.

- 10 You agree that updating your profile and/or connecting or reconnecting to Clients, Suppliers or Prospects using Social Media during the Restricted Period may amount to a breach of paragraphs 9.1 to 9.8 above.
- 11 The parties agree that the restrictions (whether taken individually or as a whole) in paragraph 9 above are reasonable having regard to the legitimate protectable interests of the Company and that each such restriction is intended to be separate and severable. In the event that any of the restrictions is held to be void but would be valid if part of its wording was deleted, that restriction shall apply with whatever deletion is necessary to make it valid and effective.
- 12 It is understood and agreed by the Company and you that damages shall be an inadequate remedy in the event of a breach by you of any of the restrictions contained in paragraph 9 of this Schedule and that any such breach by you or on your behalf will cause the Company and any Relevant Group Company great and irreparable injury and damage. Accordingly, you agree that the Company and/or any Relevant Group Company shall be entitled, without waiving any additional rights or remedies otherwise available to it at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by you of any of the restrictions contained in paragraph 9 above.
- 13 For the purposes of this Schedule (Parts 1 and 2) the following additional definitions shall apply:
- 13.1 **"Client"** means any Person with whom or which the Company or any Relevant Group Company has arrangements in place for the provision of any Restricted Business and with whom or which you had material involvement or for whose business you were responsible or about which you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 13.2 **"Competing Business"** means any Person providing or proposing to provide any products or services which are the same as or materially similar to and competitive with any Restricted Business.
- 13.3 **"Competitor Account"** means any account, product or brand which competes with any Client's account, product or brand in respect of which you had material dealings or responsibility on behalf of the Company or any Relevant Group Company or about which you acquired material Confidential Information, during the course of your employment at any time during the Relevant Period.
- 13.4 **"Effective Date"** means the Termination Date or (if earlier) the date on which you commence Garden Leave.
- 13.5 **"Key Individual"** means any individual who was employed by the Company or any Relevant Group Company to provide services personally at the Effective Date (or but for your breach of your obligations under this Agreement and/or implied by law would have been so employed at the Effective Date) and who in the course of his or her duties during the Relevant Period had material dealings with you and:
- (a) either
- (i) reported directly to you; and

- (ii) had material contact with clients or suppliers of the Company or any other Relevant Group Company in the course of his or her employment;
 - or
 - (b) was a member of the board of directors or the senior management team of the Company or any Relevant Group Company or reported to any such board of directors or senior management team.
- 13.6 **"Prospect"** means any Person who was at any time during the Relevant Period negotiating or discussing (which shall include for these purposes a pitch or presentation) with the Company or any Relevant Group Company the provision of any Restricted Business and in respect of which such negotiations or discussions you were materially involved or had responsibility for or about which you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 13.7 **"Relevant Capacity"** means either alone or jointly with another or others, whether as principal, agent, consultant, director, partner, shareholder, independent contractor, employee or in any other capacity, whether directly or indirectly, through any Person and whether for your own benefit or that of others (other than as a shareholder holding directly or indirectly by way of bona fide investment only and subject to prior disclosure to the Company up to 1% in nominal value of the issued share capital or other securities of any class of any company listed or dealt in on any Recognised Investment Exchange).
- 13.8 **"Relevant Group Company"** means any Group Company to which you rendered services or for which you had management or operational responsibility during the course of your employment at any time during the Relevant Period.
- 13.9 **"Relevant Period"** means the twelve-month period ending with the Effective Date.
- 13.10 **"Restricted Business"** means and includes any of the products or services provided by the Company or any Relevant Group Company at any time during the Relevant Period with which you had a material involvement or about which you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 13.11 **"Restricted Period"** means the three-month period commencing on the Effective Date in relation to paragraph 9.1, a six-month period commencing on the Effective Date in relation to paragraphs 9.3, 9.5 and 9.6, and a nine-month period in relation to paragraphs 9.2, 9.4, 9.7 and 9.8.
- 13.12 **"Restricted Territory"** means England and such other countries in which the Company or any Relevant Group Company carried on any Restricted Business at the Effective Date.
- 13.13 **"Supplier"** means any Person who at any time during the Relevant Period provided products or services to the Company or any Relevant Group Company being a Person with whom you had material dealings or for whom you had responsibility or about whom you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 14 **"Termination Date"** means the date of termination of this Agreement.

SCHEDULE 2

Commencement Date:	29 th July 2019
Contract End Date:	This agreement will automatically end on 30 th June 2020 unless you are otherwise notified in writing by the Company.
Your role:	Marketing Assistant
Your Report:	Dominic Harders, Vice President – Global Marketing
Place of work:	24-28 Bloomsbury Way, London WC1A 2PA
Basic Salary:	£12,250 per annum
Holiday:	Your entitlement to paid annual leave will be 25 days plus public and statutory bank holidays. This includes 3 days to be taken during the company's Christmas closure period. You will be advised by the company of the dates of this closure. The company's holiday year runs from 1 st January – 31 st December.
Pension:	The Company operates a pension scheme in respect of your employment which you are eligible to join at the date you join the Flexible Benefits Scheme. The Company will pay the amount that you have sacrificed to the pension arrangement on your behalf together with an additional matched contribution of your Basic Salary as detailed in clause 4.5.
Life Insurance:	4 times basic annual salary
Income Protection:	75% of basic annual salary
Healthcare cashplan:	Single cover level 5
Notice during probation:	1 weeks' written notice either side
Notice after probation:	1 months' written notice in your initial 12 months of employment, plus 1 week per year of service, up to a maximum of 12 weeks.

SIGNATURES

Signed for and on behalf of Millward Brown UK Ltd:


mpatel (Jul 7, 2019)
Mina Patel
HR Director

Signed as a deed by **Jules Rivoire**:


Jules Lawrence Rivoire (Jul 8, 2019)