

November 2012

Mr Sol Trujillo  
8400 E. Crescent Parkway  
Suite 600  
Greenwood Village, CO 80111  
USA

Dear Sol

**Appointment as Non-Executive Director of WPP 2012 plc (to be renamed WPP plc)**

This letter confirms the terms of your appointment as non-executive Director of WPP 2012 plc (the "Company"). It is agreed that this is a contract for services and not a contract of employment.

**Appointment**

1 Subject to the Company's articles of association, your appointment commenced on 1 November 2012 and may be terminated at the discretion of either party upon two months' written notice. Continuation of your appointment is contingent on satisfactory performance and re-election at each annual general meeting. Non-executive directors are typically expected to serve two or three three-year terms, although the board may invite you to serve for such lesser or additional period as the board in its absolute discretion sees fit.

**Time commitment**

2 Overall we anticipate you will be expected to devote a time commitment of up to twelve days per year to be spent on the Company's business plus additional time for committee business. This will include attendance at least 6 board meetings per year. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

3 By accepting this appointment, you confirm to the Company that you are able to allocate sufficient time to meet these expectations of your role. The agreement of the chairman should be sought before accepting additional commitments that might affect the time you are able to devote to your role as a Non-Executive Director of the Company.

**Role**

4 Non-Executive Directors have the same general legal responsibilities to the Company as any other director. The board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The board:

- provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and

- sets the Company's values and standards and ensures that its obligations to its share owners and others are understood and met.

In addition to these general requirements of all directors, the role of the non-executive includes the following key elements:

- **Strategy:** Non-Executive Directors should constructively challenge and contribute to the development of strategy;
- **Performance:** Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- **Risk:** Non-Executive Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
- **People:** Non-Executive Directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing, and where necessary removing, senior management and in succession planning.

#### **Fees**

5 You will be paid an annual fee of £65,000 gross per annum which will be paid monthly in equal instalments in arrears. This will be reviewed every two years.

6 You will also be paid an additional fee of £20,000 per annum for Audit Committee membership.

Total annual fees for you are therefore: £85,000 including membership of the Audit Committee.

7 The Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office, including but not limited to travel and hotel expenses.

#### **Outside interests**

8 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are currently apparent. In the event that you become aware of any future potential conflicts of interest, these should be disclosed to the chairman and company secretary as soon as they are apparent and where appropriate prior authorisation of the board should be obtained.

#### **Confidentiality and Business Ethics**

9 All information acquired during your appointment is confidential to the Company and its subsidiaries and associates (the "Group"), and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the chairman.

10 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the chairman or company secretary. You may not for any reason make use of or permit use to be made of any information relating to the Company's business affairs or finances received by you as a result of furtherance of your duties.

11 You shall comply with the Company Policy Book (incorporating the Code of Business Conduct and Ethics).

## **Review process**

12 The performance of individual directors and the whole board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the chairman or, failing this, the Senior Independent Director, as soon as is appropriate.

13 You are expected to make use of resources available both within the Company and/or Group and generally for developing and refreshing your knowledge and skills as a director. You should satisfy yourself that you have the appropriate information of sufficient quality to make sound judgements in relation to the Company's business and affairs.

## **Insurance**

14 The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of your appointment.

## **Independent professional advice**

15 Occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director. Circumstances may occur when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred in obtaining that independent advice.

## **Committees**

16 This letter refers to your appointment as a Non-Executive Director of the Company. In the event that you are also asked to serve on one or more of the board committees this will be covered in a separate communication setting out the committee(s)'s terms of reference, any specific responsibilities and any additional fees that may be involved.

## **Resignation**

17 If for any reason during the term of your appointment you are unable or unwilling to continue to serve, you should then inform the chairman in writing for circulation to the board, of the reasons for your resignation upon giving notice to terminate this appointment.

## **Governance**

18 It is the Company's policy to follow, whenever possible, both the spirit and the word of the UK Corporate Governance Code on Corporate Governance set out in the Listing Rules and to that end, if there are any subsequent variations in the Code, the executive members of the board would like to discuss with you any consequential variation in the terms and conditions of your appointment.

## **Governing law and jurisdiction**

19 This letter and any dispute or claim arising out of or in connection with it or your appointment shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter or your appointment.

Please indicate your acceptance of the content of this letter by signing the enclosed copy and returning it to me.

I look forward to seeing you at the next board meeting.

Yours sincerely

Marie Capes  
Company Secretary

For and on behalf of  
WPP 2012 plc

**Appointment as Non-Executive Director of WPP 2012 plc**

I, Sol Trujillo of 8400 E. Crescent Parkway, Suite 600, Greenwood Village, CO 80111, USA hereby accept the terms set out in the above mentioned letter.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

6 Nov 2012