



PRIVATE AND CONFIDENTIAL

Cindy Rose

12 March 2019

Dear Cindy,

Letter of Appointment

Following the recommendation of the nomination committee, the board of directors (**Board**) of WPP plc (**Company**) is pleased to confirm your appointment as an independent non-executive director with effect from 1 April 2019.

This letter is a contract for services and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. APPOINTMENT

1.1 Subject to the remaining provisions of this letter, your appointment shall be for an initial term of three years commencing on 1 April 2019 until the conclusion of the Company's annual general meeting (**AGM**) occurring approximately three years from that date unless terminated earlier by either party giving to the other one month's prior written notice.

1.2 Your appointment is subject to the Company's articles of association, as amended from time to time (**Articles**). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. You are required to retire and seek re-election by the shareholders at the next AGM, which is on 12 June 2019 and at any subsequent AGM as required by the Articles. The Articles require all directors to retire and seek re-election at each AGM.

1.3 Continuation of your appointment is contingent on your continued satisfactory performance and re-election by the shareholders and any relevant statutory provisions relating to removal of a director. If the shareholders do not confirm your appointment or re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation.

1.4 **Non-Executive** directors are typically expected to serve two three-year terms but may be invited by the Board to serve for an additional period. Any term renewal is subject to Board review and AGM re-election. Despite any mutual expectation, there is no right to re-nomination by the Board, either annually or after any three-year period.

1.5 You shall be required to serve on one or more Board committees. You will be provided with the relevant terms of reference on your appointment to such a committee.

1.6 The Company may terminate your appointment with immediate effect if you have:

(a) committed a material breach of your obligations under this letter;

(b) committed any serious or repeated breach or non-observance of your obligations to the Company (which includes an obligation not to breach your statutory, fiduciary or common-law duties);

(c) been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;

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(d) been convicted of an arrestable criminal offence [other than a road traffic offence for which a fine or non-custodial penalty is imposed];

(e) been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984;

(f) been disqualified from acting as a director; or

(g) not complied with the Company's anti-corruption and bribery policy and procedures.

1.7 On termination of your appointment, you shall, at the Company's request, resign from your office as director of the Company.

1.8 If matters arise which cause you concern about your role, you should discuss these matters with the Chairman or senior independent director. If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Chairman or the senior independent director for circulation to the Board.

2. TIME COMMITMENT

2.1 You will be expected to devote such time as is necessary for the proper performance of your duties. Overall, we anticipate that you will spend a minimum of 14 days per annum on work for the Company after the induction phase referred to below. This will include attendance at 6 Board meetings, the AGM, Board dinners, meetings with the non-executive directors, meetings with shareholders, meetings with managers and non-managerial members of the workforce, meetings with key stakeholders (including suppliers and clients), meetings forming part of the Board evaluation process and updating and training meetings. Some of these meetings will involve overseas travel. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined in this paragraph.

2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.

2.3 The overall time commitment stated above will increase if you become a committee member or chair, or if you are given additional responsibilities, such as being appointed the senior independent director. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibility.

2.4 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the chairperson 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.

3. ROLE AND DUTIES

3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

- (a)** promote the long-term sustainable success of the Company, generating value for shareholders and contributing to wider society;
- (b)** establish the Company's purpose, values and strategy and satisfy itself that these and its culture are aligned;
- (c)** act with integrity, lead by example and promote the desired culture;
- (d)** ensure that the necessary resources are in place for the Company to meet its objectives and measure performance against them;
- (e)** establish a framework of prudent and effective controls, which enable risk to be assessed and managed;
- (f)** ensure effective engagement with, and encourage participation from shareholders and stakeholders; and
- (g)** ensure that workforce policies and practices are consistent with the Company's values and support its long-term sustainable success.

3.2 As a non-executive director you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.

3.3 You shall exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2006, Companies (Jersey) Law, the UK Corporate Governance Code and associated guidance, the UK Listing Authority's Listing Rules, Prospectus Rules, and Disclosure Guidance and Transparency Rules and the Market Abuse Regulation (596/2014/EU). You are also required to comply with the requirements of the New York Stock Exchange. You will be advised by the Company Secretary where these differ from requirements in the UK.

3.4 You shall have particular regard to the general duties of directors in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:

- (a)** the likely consequences of any decision in the long term;
- (b)** the interests of the Company's employees;
- (c)** the need to foster the Company's business relationships with suppliers, customers and others;
- (d)** the impact of the Company's operations on the community and the environment;
- (e)** the desirability of the Company maintaining a reputation for high standards of business conduct; and
- (f)** the need to act fairly as between the members of the Company.

3.5 You shall have particular regard to the Financial Reporting Council's UK Corporate Governance Code and associated Guidance on Board Effectiveness in respect of the role of the Board and the role of the non-executive director.

3.6 In your role as a non-executive director, you shall also be required to:

(a) provide constructive challenge, strategic guidance, offer specialist advice and hold management to account;

(b) scrutinise and hold to account the performance of management and individual executive directors against agreed performance objectives;

(c) have a prime role in appointing and, where necessary, removing executive directors and in succession planning;

(d) take opportunities such as attendance at general and other meetings, to understand shareholder concerns and to meet with key customers and members of the workforce from all levels of the organisation to have an understanding of the business and its relationships with significant stakeholders;

(e) consider ways of reaching out to increase your visibility with the workforce and gain insights into the culture and concerns at different levels of the business;

(f) devote time to developing and refreshing your knowledge and skills;

(g) uphold the highest standards of integrity and support the chairperson in instilling the appropriate values, behaviours and culture in the boardroom and beyond;

(h) insist on receiving high-quality information sufficiently in advance of Board meetings and seek clarification or amplification if you consider the information provided is inadequate or lacks clarity;

(i) take into account the views of shareholders, workforce and other stakeholders where appropriate;

(j) make sufficient time available to discharge your responsibilities effectively;

(k) exercise relevant powers under, and abide by, the Articles;

(l) disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest; and

(m) not do anything that would cause you to be disqualified from acting as a director.

3.7 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.

3.8 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as a non-executive director.

4. FEES AND EXPENSES

4.1 You shall be paid an annual fee of £85,000 gross (current at the date of this letter), which shall be paid in equal instalments monthly in arrear through PAYE after deduction of any taxes and other amounts that are required by law, which shall be subject to a periodic review by the Board. This fee covers all duties, with the exception of serving on committees or chairing committees. You shall also be paid a further fee of £20,000 (current at the date of this letter) for taking on the role as a member of the Audit Committee, to be paid through PAYE in equal instalments monthly in arrear after deduction of any taxes and other amounts that are required by law, and which shall be subject to an periodic review by the Board.

4.2 You will comply with the Company's requirements regarding the minimum shareholding level (agreed from time to time by the Board).

4.3 The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office.

4.4 On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

5. INDEPENDENT PROFESSIONAL ADVICE

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director of the Company and it may be appropriate for you to seek advice from independent advisers at the Company's expense. The Company shall reimburse the reasonable cost of expenditure incurred by you in accordance with its policy.

6. OUTSIDE INTERESTS

6.1 You have already disclosed to the Board the significant commitments you have outside your role in the Company including your role as UK CEO of Microsoft and as a NED of Informa plc. You must inform the Chairman in advance of any changes to these commitments. In certain circumstances, you may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company.

6.2 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the chairperson and company secretary as soon as you become aware of them and again you may have to seek the agreement of the Board.

6.3 The Board has determined that you are independent according to the provisions of the UK Corporate Governance Code.

7. CONFIDENTIALITY

7.1 You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the chairperson. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

7.2 You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.

7.3 Nothing in this agreement shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and you have complied with the Company's policy from time to time in force regarding such disclosures.

8. INSIDE INFORMATION AND DEALING IN THE COMPANY'S SHARES

8.1 Your attention is drawn to the requirements under both law and regulation on the disclosure of inside information, in particular to Market Abuse Regulation (596/2014/EU), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. You should avoid making any statements that might risk a breach of these requirements. If in doubt, please contact the chairperson or company secretary.

8.2 During your period of appointment you are required to comply with the provisions of Article 19 of the Market Abuse Regulation (596/2014/EU), the Company's share dealing code in relation to dealing in the Company's publicly traded or quoted securities, and any code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities. A copy of your obligations under Article 19 of the Market Abuse Regulation and a copy of the current share dealing code adopted by the Company will be provided to you separately.

9. INDUCTION

After the commencement of your appointment, the Company will provide a comprehensive, formal and tailored induction. We will arrange for site visits and meetings with senior and middle management, other stakeholders and the Company's auditors. You will be expected to make yourself available during your first year of appointment for not less than a further four days (in addition to the time commitment outlined in Paragraph 2.1) for the purposes of the induction. The Company Secretary will contact you with further details.

10. TRAINING

On an ongoing basis, and further to the annual evaluation process, the Company will arrange for you to develop and update your skills, knowledge and familiarity with the Company in areas which are mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should try to make yourself available for any relevant training sessions which may be organised for you or the Board.

11. REVIEW PROCESS

The performance of individual directors, the chair, 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 senior independent director as soon as you can.

12. INSURANCE AND INDEMNITY

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

13. RETURN OF PROPERTY

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company or any company in the Company's group which may be in your possession or under your control, and which relate in any way to the Company's or a group company's] business affairs and you shall not retain any copies thereof.

14. MORAL RIGHTS

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against

false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

15. DATA PROTECTION

15.1 The Company will collect and process information relating to you in accordance with the privacy notice which is available from the Chief Privacy Officer. You are required to sign and date the privacy notice and return it to the Company Secretary.

15.2 When handling personal data in connection with your appointment by the Company on the terms of this letter, you shall comply with the Company's Privacy policies from time to time

16. THIRD PARTY RIGHTS

No one other than you and the Company shall have any rights to enforce the terms of this letter.

17. ENTIRE AGREEMENT

This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

18. VARIATION

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

19. GOVERNING LAW AND JURISDICTION

Your appointment with the Company and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this appointment or its subject matter or formation.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter to Marie Capes, Company Secretary.

Yours sincerely



For and on behalf of WPP plc

I confirm and agree to the terms of my appointment as a non-executive director of WPP plc as set out in this letter.

Signed on 12 March 2019 by Cindy Rose

