IRREVOCABLE UNDERTAKING

To: Sodexo Motivation Solutions UK Limited (the **"Offeror"**)
One Southampton Row
London WC1B 5HA

September 2014

Dear Sirs,

Acquisition of Motivcom plc ("Milton")

I understand that the Offeror intends to acquire all of the issued and to be issued ordinary shares of 0.5 pence each in the capital of Milton (each a **"Milton Share"**) other than any Milton Shares already owned by the Offeror and its associates (as defined in section 988 of the Companies Act 2006, the **"Act"**) substantially on the terms of the attached draft announcement to be made under Rule 2.7 of the City Code on Takeovers and Mergers (the **"Code"**)(the **"Rule 2.7 Announcement"**), whether pursuant to the Offer or the Scheme (in each case, as defined in paragraph 7 below)(the **"Acquisition"**). This undertaking sets out the terms and conditions on which I will accept the Offer and/or vote in favour of the Scheme (as applicable).

1. **SHAREHOLDINGS**

I represent and warrant to the Offeror that:

(a) I am the beneficial owner (and where applicable the registered holder) of 2,934,882 Milton Shares (the **"Committed Shares"**) and I beneficially own (and where applicable hold legal title to) the Committee Shares free of any encumbrances or third party rights of any kind whatsoever;

(b) set out below are complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of Milton:

None

(c) other than as set out in this paragraph 1, I do not have any interest in securities of Milton or any rights to subscribe for, purchase or otherwise acquire any such securities;

(d) set out below are complete and accurate details of all options, warrants and other rights my Family Members may have to subscribe for, purchase or otherwise acquire any securities of Milton;

None

(e) other than as set out in this paragraph 1 no person *connected* with me (as such term is defined in section 252 of the Act) has any interest in securities of Milton or may have any rights to subscribe for, purchase or otherwise acquire any such securities; and

(f) I have full power and authority to enter into this undertaking and to perform the obligations under it.

2. DEALINGS AND UNDERTAKINGS

2.1 I undertake to the Offeror that before this undertaking lapses in accordance with paragraph 9.1 below, I shall not:

(a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of any interest in any Committed Shares or any other Milton Shares issued or unconditionally allotted to, or otherwise acquired by, me before then (**"Further Committed Shares"**) other than pursuant to the Offer or the Scheme;

(b) accept or permit the acceptance of, in respect of any Committed Shares and any Further Committed Shares, any offer made to acquire shares in Milton in competition with the Offer or the Scheme;

(c) convene any meeting of the members of Milton in our capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Committed Shares in any manner which would or might reasonably be expected to frustrate the Offer, restrict or impede us voting in favour of the Scheme or accepting the Offer, prevent the Offer becoming or being declared unconditional in all respects or which would otherwise preclude us from complying with any undertakings or obligations under this paragraphs 2.1 to 2.3 and 3 below;

(d) exercise (or permit the exercise of) all voting rights attaching to Committed Shares and any Further Committed Shares in favour of any resolution to approve any scheme of arrangement of Milton which is proposed in competition with the Offer or the Scheme; or

(e) (other than pursuant to the Offer or the Scheme) enter into any agreement or arrangement, incur any obligation (other than any obligation imposed by law) or give any indication of intent:

(i) to do any of the acts referred to in paragraphs 2.1(a) to 2.1(d); or

(ii) which, in relation to the Committed Shares or any Further Committed Shares, would or might restrict or impede me accepting the Offer or voting in favour of the Scheme, or which would otherwise preclude me from complying with any undertakings or obligations under this paragraphs 2.1 to 2.3 and 3 below,

and for the avoidance of doubt, references in this paragraph 2.1 to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Offer or the Scheme (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

2.2 I further undertake that I shall not until the earlier of:

(a) this undertaking lapsing in accordance with paragraph 9.1 below; or

(b) the Offer becoming or being declared unconditional as to acceptances or the Scheme becoming effective in accordance with its terms,

acquire any interest or otherwise deal or undertake any dealing in relevant securities of Milton save for any Milton Shares acquired on the exercising of any options in either case as are referred to in paragraphs 1(b) and 1(d) above.

2.3 I further undertake to take all steps in my power to cause the registered holder of any Committed Shares and any Further Committed Shares (if not me), as the case may be, to comply with the undertakings in paragraphs 2.1 and 2.2 above.

3. UNDERTAKING TO ACCEPT THE OFFER AND/OR VOTE IN FAVOUR OF THE SCHEME

3.1 I hereby irrevocably and unconditionally undertake that if the Offeror elects to implement the Acquisition by way of the Offer I shall:

(a) accept (or, where applicable, procure the acceptance of) the Offer in respect of the Committed Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the **"Offer Document"**) not later than five days after the Offeror posts the Offer Document to Milton shareholders, and accept the Offer in respect of any Further Committed Shares in accordance with the same procedure immediately upon me or my nominee becoming the registered holder of such Further Committed Shares;

(b) not withdraw (or, where applicable, procure the withdrawal of) any acceptances of the Offer in respect of the Committed Shares and any Further Committed Shares;

(c) take all steps in my power to cause the registered holder of the Committed Shares and any Further Committed Shares (if not me) to comply with the undertakings in paragraphs 3.1(a) to 3.1(b) in respect of such Milton Shares; and

(d) accept any proposal made by the Offeror to holders of options granted over Milton Shares in compliance with Rule 15 of the Code in respect of all such options held by me not later than five days after the Offeror posts such proposals, or otherwise to ensure that the Offer is accepted in accordance with paragraph 3.1(a) in respect of any Further Committed Shares arising on the exercise of such options,

and I further agree that the Offeror shall acquire the Committed Shares and any Further Committed Shares under the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

3.2 I hereby irrevocably and unconditionally undertake that if the Offeror elects to implement the Acquisition by way of the Scheme I shall:

(a) exercise (or where applicable, procure the exercise of) all voting rights attaching to the Committed Shares and any Further Committed Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting of Milton (**"General Meeting"**) to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;

(b) execute (or where applicable, procure the execution of) any forms of proxy in respect of the Committed Shares and any Further Committed Shares required by the Offeror appointing any person nominated by the Offeror to attend and vote at any General Meeting in respect of the resolutions to approve the Scheme, and any related matters, and shall ensure that any such executed forms of proxy are received by Milton's registrars not later than the date falling five days after Milton posts the formal document setting out the terms and conditions of the Scheme (the **"Scheme Document"**) to Milton shareholders (or, in respect of any Further Committed Shares, immediately upon me or my nominee becoming the registered holder of such shares);

(c) not revoke (or procure that there is no revocation of) the terms of any proxy submitted in accordance with paragraph 3.2(b), either in writing or by attendance at any General Meeting or otherwise;

(d) take all steps in my power to cause the registered holder of the Committed Shares and any Further Committed Shares (if not me) to comply with the undertakings in paragraphs 3.2(a) to 3.2(c) in respect of such shares; and

(e) accept any proposal made by the Offeror to holders of options granted over Milton Shares in compliance with Rule 15 of the Code in respect of all such options held by me not later than five days after the Offeror posts such proposals, or otherwise to ensure that any Further Committed Shares arising on the exercise of such options participate in the Scheme,

save that nothing in this paragraph, or in this undertaking, shall require me to vote at any Court-convened meeting to approve the Scheme (or any adjournment of such meeting), or to vote on any resolution to approve the sale of Zibrant Limited to Zebra 1234 Limited, a company controlled by me.

4. VOTING RIGHTS

4.1 From the time of the release of the Rule 2.7 Announcement to the time this undertaking lapses in accordance with paragraph 9.1 below:

(a) I shall exercise the voting rights attached to the Committed Shares and any Further Committed Shares on a Relevant Resolution (as defined in paragraph 4.2) only in accordance with the Offeror's directions;

(b) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant General Meeting; and

(c) I shall take all steps in my power to cause the registered holder of any Committed Shares and any Further Committed Shares (if not me) to comply with the undertakings in paragraphs 4.1(a) to 4.1(b) in respect of such shares,

unless I am unable to take any such steps by operation of Rule 16 of the Code or any ruling of the Panel on Takeovers and Mergers (the **"Panel"**).

4.2 A Relevant Resolution means:

(a) a resolution (whether or not amended) proposed at a General Meeting or, or at an adjourned meeting:

(i) the passing of which is necessary to implement the Acquisition; or

(ii) which, if passed, would be reasonably likely to (A) result in any condition of the Acquisition not being fulfilled such that the Panel would allow the Acquisition to lapse or be withdrawn, or (B) impede or frustrate the implementation of the Acquisition to an extent which is material;

(b) a resolution to adjourn a General Meeting whose business includes the consideration of a resolution falling within paragraph 4.2(a); and

(c) a resolution to amend a resolution falling within paragraph 4.2(a) or paragraph 4.2(b).

5. **DOCUMENTATION**

5.1 I consent to:

(a) this undertaking being disclosed to the Panel;

(b) the inclusion of references to me and the registered holder of any Committed Shares and any Further Committed Shares and particulars of this undertaking and my holdings of relevant securities of Milton being included in the Rule 2.7 Announcement and Offer Document or Scheme Document, and any other announcement made, or document issued, by or on behalf of the Offeror or Milton in connection with the Acquisition; and

(c) this undertaking being available for inspection as required by Rule 26 of the Code and/or the AIM Rules of the London Stock Exchange plc ("**London Stock Exchange**").

5.2 I shall promptly give you and Milton all information and any assistance as you may reasonably require for the preparation of the Rule 2.7 Announcement, the Offer Document or Scheme Document and any other announcement to be made, or document to be issued, by or on behalf of the Offeror or Milton in connection with the Acquisition in order to comply with the requirements of the Code, the Panel, the Court, the Act, the Financial Conduct Authority (to the extent applicable), the London Stock Exchange (including, without limitation, the AIM Rules) or any other legal or regulatory requirement or body, in each such case as they relate to the giving of this undertaking by me. I shall immediately notify you in writing of any change in any information so provided or any information relating to me contained in this undertaking.

6. **SECRECY**

I shall keep secret such terms of this undertaking as are not disclosed in the Rule 2.7 Announcement until the Offer Document or Scheme Document (whichever is earlier) is posted, provided that I may disclose the same to Milton and its advisers. The obligations in this paragraph 6 shall survive termination of this undertaking.

7. **INTERPRETATION**

In this undertaking:

(a) the **"Offer"** means an offer made by or on behalf of the Offeror to acquire all the issued and to be issued ordinary share capital of Milton other than that already owned by the Offeror and its associates (as defined in section 988 of the Act) (if any) substantially on the terms of the Rule 2.7 Announcement or on such other terms as may be agreed between the Offeror and Milton or as may be required to comply with the requirements of the Panel, the Financial Conduct Authority or the London Stock Exchange. A reference in this undertaking to the **"Offer"** also includes any new, increased, renewed or revised offer made by or on behalf of the Offeror to acquire shares in Milton on terms which are better or no worse than the terms of the Rule 2.7 Announcement;

(b) the **"Scheme"** means an offer, to be implemented by means of a scheme of arrangement of Milton under section 895 of the Act, made by or on behalf of the Offeror to acquire all the issued and to be issued ordinary share capital of Milton other than that already owned by the Offeror and its associates (as defined in section 988 of the Act) (if any) substantially on the terms of the Rule 2.7 Announcement or on such other terms as may be agreed between the Offeror and Milton or as may be required to comply with the requirements of the Panel, the Court, the Act, the Financial Conduct Authority or the London Stock Exchange. A reference in this undertaking to the **"Scheme"** also includes any new, increased,

renewed or revised scheme of arrangement for the acquisition by the Offeror of shares in Milton on terms which are better or no worse than the terms of the Rule 2.7 Announcement; and

(c) references to a person having an **"interest"** or **"dealing"** in **"relevant securities"** shall each be interpreted in accordance with the Code.

8. **TIME OF THE ESSENCE**

Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

9. **LAPSE OF UNDERTAKING**

9.1 Subject to paragraph 9.2, this undertaking shall lapse if:

(a) the Rule 2.7 Announcement is not released by 19 September 2014 (or such later date as the Offeror and Milton may agree);

(b) the Offeror announces that it does not intend to make the Offer or proceed with the Scheme (as applicable) and no new, revised or replacement Offer or Scheme is announced in accordance with Rule 2.7 of the Code at the same time; and

(c) the Offer or Scheme lapses or is withdrawn and no new, revised or replacement Offer or Scheme has been announced, in accordance with Rule 2.7 of the Code, in its place or is announced, in accordance with Rule 2.7 of the Code, at the same time.

If this undertaking lapses, I shall have no claim against the Offeror.

9.2 For the avoidance of doubt, this undertaking shall not lapse if the Offeror elects to implement the Acquisition by way of a Scheme, having previously proceeded with the implementation of the Acquisition by way of on an Offer (and vice-versa).

10. **POWER OF ATTORNEY**

10.1 In order to secure the performance of my obligations under this undertaking, I hereby severally appoint each of Didier Sandoz and Denis Machuel as my attorney:

(a) if I fail to comply with any of the undertakings in paragraph 3, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary to ensure compliance with such undertakings in respect of the Committed Shares and any Further Committed Shares (as appropriate); and

(b) to execute any form of proxy required by the Offeror to appoint any person nominated by the Offeror to attend a general or class meeting of Milton and vote on a Relevant Resolution (as defined in paragraph 4.2).

10.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this undertaking lapses in accordance with paragraph 9.1.

11. **SPECIFIC PERFORMANCE**

I agree that, if I fail to comply with the undertakings in paragraphs 2.1 to 2.3 or 3 or breach any of my other obligations under this undertaking, damages would not be an adequate remedy and accordingly the Offeror shall be entitled to the remedies of specific performance, injunction or other equitable relief.

12. MISCELLANEOUS

12.1 This undertaking (save insofar as it relates to me in my capacity as a director of the Company) will be binding on my estate and personal representatives.

12.2 Nothing in this undertaking shall oblige the Offeror to announce or make the Acquisition.

12.3 I have been given a realistic opportunity to consider whether or not I should give this undertaking and to take independent advice about the nature of this undertaking.

13. GOVERNING LAW AND JURISDICTION

This undertaking, and any non-contractual obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking. I shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this undertaking.

SIGNED and **DELIVERED** as a **DEED**

Yours faithfully,

Signature.....

Name....N. P. COOPER.....

in the presence of:

Signature of witness:.....

Name .....ALAN BARBER.....

Address ..19 MIDSUMMER PLACE
MILTON KEYNES

ATTACHMENT

DRAFT RULE 2.7 ANNOUNCEMENT