

## DIRECTOR'S IRREVOCABLE UNDERTAKING

To: News Corp UK & Ireland Limited  
1 London Bridge Street  
London  
SE1 9GF  
("Bidco")

From: Stephen Kirkpatrick  
Ormeau Road  
Belfast,  
Co Antrim  
BT7 1EB

29 June 2016

Dear Sirs

### Proposed offer for Wireless Group plc (the "Company")

#### 1. Introduction

- 1.1 I understand that Bidco, an indirect wholly owned subsidiary of News Corp, intends to make an offer to acquire the entire issued and to be issued ordinary share capital of the Company (the "Offer"):
- (a) at a cash price per Share (as defined below) of no less than 315 pence (the "Offer Price"); and
  - (b) substantially on the terms and subject to the conditions set out in the draft press announcement to be issued pursuant to Rule 2.7 of the Code attached to this undertaking (the "Press Announcement").
- 1.2 A reference in this undertaking to Offer shall also include any new, increased, reviewed or revised offer made by or on behalf of Bidco to acquire Shares in the Company, provided that the terms of that offer provide for a cash price per Share of no less than the Offer Price and is on terms no less advantageous than those set out in the Press Announcement.
- 1.3 The Offer will extend to any Shares allotted, issued or transferred while the Offer remains open for acceptance, including but not limited to any Shares allotted, issued or transferred to me under any employee share plan operated by the Company.

#### 2. Warranties

I irrevocably warrant and represent to Bidco that:

- (a) I am the legal and beneficial and / or beneficial owner of (or am otherwise able to control the exercise of all rights, including voting rights) all of the shares in the Company as set out in the schedule to this undertaking (together with any shares in the Company issued after the date hereof and attributable to or derived from such shares) which are held by me or on my behalf fully paid (the "Shares");

- (b) upon the exercise or vesting of the awards, the, details of which are set out in the schedule to this undertaking, I will, provided the Company complies with its obligations, be the legal and beneficial owner of the shares in the Company issued as a result of the exercise or vesting of the said awards (the "**Award Shares**") and I will have all relevant rights and authority to, and upon the Offer being made will be able to and will accept the Offer in respect of, the Award Shares;
- (c) the details of my holdings of shares as set out in the schedule to this undertaking, as at the date hereof, is complete and accurate and I am not interested in any shares or other securities of the Company nor do I have any rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (as defined by the Code), other than those of which details are set out in the schedule to this undertaking;
- (d) neither the whole nor any part of my interest in any of the Shares is subject to any assignment, charge, option or other disposition, dealing, encumbrance or any restriction whatsoever;
- (e) I am not a US Person as defined in Regulation S under the US Securities Act of 1933;
- (f) I am not acting in concert with any person for the purposes of the Code in relation to the Offer, other than the other directors of the Company; and
- (g) I have the full power and authority to:
  - (i) accept (or procure the acceptance of) the Offer in respect of the Shares; and
  - (ii) transfer the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party interests of any nature and together with all rights now attaching or accruing to them after the date of this undertaking as envisaged by the terms of the Offer.

### **3. Undertakings**

#### **3.1 I irrevocably undertake to Bidco on the following terms:**

- (a) I shall, unless Bidco otherwise requests in writing in advance, accept the Offer in respect of all the Shares and where applicable, Award Shares and deliver duly completed form(s) of acceptance in accordance with the terms of the Offer, as soon as possible and in any case no later than 5.00 pm on the tenth Business Day after the despatch of the Offer Document (or, in respect of any Shares allotted to me after the posting of the Offer Document, within five Business Day of such allotment or acquisition);
- (b) notwithstanding the provisions of the Code and that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders, I shall not withdraw any acceptance of the Offer in respect of the Shares or the Award Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;
- (c) the Shares and the Award Shares shall be acquired by Bidco free from all liens, charges, options, equities and encumbrances, and together with all rights now or hereafter attaching thereto, including the right to all dividends or other distributions hereafter declared, made or paid other than the previously

announced Special Dividend of 6.15 pence per Wireless Share and the 2015 Final Dividend of 7.60 pence per Wireless Share, both of which are expected to be paid on 15 July 2016;

- (d) prior to the closing or lapse of the Offer, I will not acquire any shares or other securities of the Company, provided that I may exercise the options described in the schedule to this undertaking, without obtaining the written consent of Bidco and, if any such shares, securities or interest in them (within the meaning set out on the Code) (including for these purposes shares arising on exercise of options) in the Company are acquired by me, I shall (within five Business Days of such allotment) accept the Offer in respect of the relevant Ordinary Shares allotted to me and shall forward the relevant details of such exercise to Bidco at the same time as such acceptance, and such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "**Shares**" for the purposes of this undertaking; and
  - (e) unless and until the Offer closes, lapses or is withdrawn in accordance with paragraph 5.2 below, I shall not in my capacity as a shareholder of the Company, without the consent of Bidco:
    - (i) sell, transfer, charge, pledge, encumber or grant any option or right over or otherwise deal in any of the Shares or any interest in them except to Bidco under the terms of the Offer;
    - (ii) accept or give any undertaking (whether it is conditional or unconditional) or undertaking of intent to accept any other offer made or proposed to be made in respect of the issued and to be issued share capital of the Company (by whatever means the same is to be implemented) by any person other than Bidco or its affiliates;
    - (iii) enter into any agreement or arrangement, or incur any obligation or announce any intention:
      - (A) to do any of the acts prohibited by paragraph 3.1(e)(i) to (ii) above; or
      - (B) which would, in relation to the Shares, impede or restrict me from accepting the Offer or our ability to comply with this deed;
    - (iv) exercise any voting rights attaching to the Shares to vote in favour of any competing proposal to the Offer; and
    - (v) in relation to the Shares, requisition or join in requisitioning, any general or class meeting of the Company which would or might restrict or impede the Offer, provided always that the provisions of this paragraph shall not apply to the extent that the Panel rules that they have the effect of transferring general control over voting rights in the Shares to Bidco.
- 3.2 I irrevocably agree with and acknowledge to Bidco that the obligations contained in this undertaking shall continue to apply if a third party announces an offer to acquire the entire issued ordinary share capital of the Company on terms which are more favourable to me than the terms of the Offer.
- 3.3 To the extent that any Shares are not registered in my name I shall procure (as far as I am legally able to do so) that the registered holder(s) act in accordance with the terms of this undertaking.

#### **4. Publicity**

4.1 I consent to:

- (a) this undertaking being disclosed to the Panel;
- (b) the announcement of the Offer containing references to me and to this undertaking substantially in the terms set out in the Press Announcement;
- (c) the particulars of this undertaking (including, without limitation, details of my holdings of, interests in, rights to subscribe for and short positions in relevant securities of the Company) being set out in the formal document(s) implementing the Offer including but not limited to the Press Announcement and the Offer Document;
- (d) this undertaking being available for inspection following the issue of the Press Announcement, including, without limitation on Bidco's and the Company's websites; and
- (e) this undertaking being published as required by the Code or any other Applicable Requirement.

4.2 I undertake (in my capacity as a shareholder of the Company) to provide Bidco promptly with all such information in relation to the dealings of myself in the share capital of the Company as you may reasonably require to comply with the rules and requirements of any Applicable Requirements.

4.3 I acknowledge that I am obliged to make appropriate disclosure under Rule 2.11 of the Code no later than 12 noon on the Business Day after becoming aware that I will not be able to comply with the terms of this undertaking or no longer intend to do so.

#### **5. Conditions and termination**

5.1 *Announcement of Offer*

This undertaking shall not oblige you to announce the Offer. However the Obligations under paragraph 3 above are conditional upon the announcement of the Offer at a cash price per Share of no less than the Offer Price by 5.00 pm (London time) on 27 July 2016 (or such later date as the Company and Bidco may agree).

5.2 *Lapse*

Notwithstanding clause 5.1 the Obligations shall lapse if:

- (a) the Offer Document is not published within 28 days of the date of issue of the Press Announcement (or such later date as the Panel may permit); or
- (b) the Offer closes, lapses or is withdrawn,

provided that the lapsing of the Obligations shall not affect any rights or liabilities under this undertaking in respect of prior breaches of them.

#### **6. Power of Attorney**

6.1 I, irrevocably and by way of security for my obligations under this deed, appoint any director for the time being of Bidco, each to be my attorney (the "**Attorney**");

- (a) on my behalf and in my name or that of the Attorney, to execute forms of acceptance to be issued with the Offer Document in respect of any Shares held in certificated form and/or, in respect of those Shares which are held in uncertificated form, to give all necessary instructions whether to my CREST sponsor or otherwise to effect the acceptance of the Offer in respect of such Shares, in each case in the event of my failure to comply with the provisions of this undertaking in respect of such Shares; and
  - (b) on my behalf and in my name or that of the Attorney, to sign, execute and deliver any indemnities for missing share certificates, notices, forms of proxy, instructions, agreements, deeds or other documents (including amendments thereto) and to do all acts and things as the Attorney considers may be desirable or necessary for the performance of my obligations under this undertaking.
- 6.2 The power of attorney granted under this paragraph 6 shall at any time take effect as if it had individually named the persons who are at that time directors of Bidco.
- 6.3 Any action authorised under this power of attorney may be taken by any Attorney acting alone.
- 6.4 I undertake to ratify everything which my Attorney may do or purport to do by virtue of the power of attorney granted under this paragraph 6.

## **1. Implementation by way of Scheme of Arrangement**

- 1.1 I acknowledge that you shall have the right and may elect at any time, subject to the consent of the Panel (and whether or not the Offer Document has then been despatched) to implement the Offer by way of a Scheme, as opposed to by way of a general offer, provided that the Scheme is made for no less than the Offer Price per Share in cash and otherwise on terms which are in all material respects as favourable as the Offer.
- 1.2 If the Offer is implemented as a Scheme by you, the terms of this undertaking shall apply mutatis mutandis to such Scheme and, in particular, I undertake to exercise all voting rights attaching to the Shares to vote in favour of all resolutions proposed in favour of the Scheme. I further undertake, if so required by you, to execute or procure the execution of all such other documents as may be necessary for the purpose of giving you the full benefit of the Obligations so applying with respect to such Scheme.

## **2. Enforcement**

### *2.1 Governing law and jurisdiction*

This undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and I agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this undertaking and that accordingly any proceedings arising out of or in connection with this undertaking shall be brought in such courts. I submit to the jurisdiction of such courts and waive any objection to proceedings on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

### *2.2 Specific performance*

Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. You shall be entitled to the remedies of injunction, specific

performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages shall be necessary for the enforcement by you of your rights under this undertaking.

### **3. Interpretation**

#### **3.1 *Revised Offer***

In this undertaking, references to the Offer shall include any extended, increased or revised offer or proposal by Bidco, the terms of which are in no material respect less favourable to shareholders of the Company as the original Offer.

#### **3.2 *Additional Terms***

The Offer shall be subject to such additional terms and conditions as may be required to comply with Applicable Requirements.

#### **3.3 *Unconditional and irrevocable obligations and time of essence***

Except to the extent otherwise specified, the Obligations set out in this undertaking are unconditional and irrevocable. Time shall be of the essence in this undertaking.

#### **3.4 *Successors in Title***

This undertaking shall be binding on my successors in title.

#### **3.5 *Third Party Rights***

A person who is not party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this undertaking but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **3.6 *Confidentiality***

I agree to keep confidential any information concerning the Offer and not to deal or recommend others to deal in the shares of the Company before any such information becomes publicly available.

#### **3.7 *Variation***

No amendment or variation will be made to this undertaking unless in writing signed by Bidco and myself.

#### **3.8 *Counterparts***

This undertaking may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this undertaking by executing a counterpart.

#### **3.9 *Meaning***

In this undertaking the following words and expressions have the following meanings:

"Act" means the Companies Act 2006;



## THE SCHEDULE

### The Shares

Registered Holder	Beneficial Owner	No. of Ordinary Shares held in certificated form	No. of Ordinary Shares held in CREST
Stephen Kirkpatrick	Stephen Kirkpatrick	15,000	NONE

For Ordinary Shares held in CREST:

Details of CREST sponsor: N/A

Member account ID: N/A

Participant ID: N/A

### Awards

No. of Shares subject to outstanding Awards	Wireless Group Plc Share Scheme Name	Date of Grant of Awards
NONE	-	-