

SHAREHOLDER'S DEED OF IRREVOCABLE UNDERTAKING

To: News Corp UK & Ireland Limited
("Offerer")

29 June 2016

Dear Sirs

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

In this undertaking, the "**Acquisition**" shall mean the proposed acquisition by or on behalf of the Offeror or any of its subsidiaries of the shares in the Company, whether by way of scheme of arrangement (the "**Scheme**") or takeover offer (the "**Offer**") (and, if made by or on behalf of a subsidiary, all references to the "**Offeror**" shall be deemed to include that subsidiary), substantially on the terms and conditions set out in a draft of the announcement (a copy of which is annexed at Annex II hereto (the "**Announcement**")) and/or on such other terms and conditions as may be required by the City Code on Takeovers and Mergers (the "**Code**") or any relevant regulator or exchange and/or as are customarily included in offers made under the Code (including any increase in the consideration for such acquisition).

1. Subject to your announcing the Acquisition by 30 June 2016, we irrevocably and unconditionally undertake, represent and warrant to the Offeror that:
 - 1.1 we are able to control the exercise of all rights attaching to the number of ordinary shares of 7p each in the capital of the Company set out in Annex I to this undertaking (the "**Shares**", which expression shall include any other shares in the Company issued after the date hereof and attributable to or derived from such shares) and are not interested in any other shares or securities of the Company;
 - 1.2 we are and will be able to transfer the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature (each an "**Encumbrance**") 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 Share and the 2015 Final Dividend of 7.60 pence per Share, both of which are expected to be paid on 15 July 2016, and we have and will at all times have full power and authority to enter into and perform our obligations under this undertaking;
 - 1.3 prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or lapsing, we shall not sell, transfer or create any Encumbrance over any of the Shares in Part 1 of Annex I (the "**Part 1 Shares**") or interest in such Part 1 Shares except under the Acquisition, or agree to, permit or enter into any obligation or arrangement in respect of any of the foregoing or which could restrict or impede the closing of the Acquisition or our ability to comply with this undertaking;
 - 1.4 prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or lapsing, we shall not, without the consent of the Offeror, requisition or join in

requisitioning any general or class meeting of the Company or acquire any shares or other securities of the Company (or any interest therein) and, if any such shares, securities or interest is acquired by us, 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;

1.5 if the Acquisition is implemented by way of the Scheme:

- (i) we shall exercise or procure the exercise of all voting rights attaching to the Part 1 Shares on any resolution proposed at any general meeting of the Company ("**General Meeting**") or at any meeting of holders of shares in the Company convened by a Court ("**Court Meeting**"), in each case including any adjournment thereof, which is necessary to implement or might reasonably be expected to impact the success of, or frustrate or impede in any way, the Acquisition only in accordance with the Offeror's instructions; and
- (ii) we shall after the posting of the scheme circular to shareholders of the Company (the "**Scheme Document**") return or procure the return of the forms of proxy enclosed with the Scheme Document duly completed and signed, and/or take or procure the taking of any action required to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the resolutions to implement the Acquisition, as soon as possible and in any event within seven days after the posting of the Scheme Document; and

1.6 if the Acquisition is implemented by way of the Offer, we shall as soon as possible and in any event within ten days after the posting of the formal document containing the Offer (the "Offer Document") duly accept or procure acceptance of the Offer in respect of the Part 1 Shares, and take all such steps as may be required by the terms of the Offer to achieve the same, and shall not withdraw any acceptance of the Offer (and procure that no rights to withdraw are exercised) in respect of the Shares.

1.7 None of the undertakings in this clause 1 shall apply to any of the Shares set out in Part 2 of Annex 1 (the "**Part 2 Shares**"). It is our current intention that, to the extent that we continue to own or otherwise control any Part 2 Shares on such date as the Acquisition is implemented, we will act in accordance with clauses 1.5 and 1.6 but nothing in this letter shall be construed as an undertaking of any sort in respect of such Part 2 Shares.

2. We consent to the issue of an announcement incorporating references to us and to this undertaking substantially in the terms set out in the Announcement and undertake to provide you with all such further information in relation to our interest and that of any person connected with us as you may require in order to comply with any legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case may be) or any other document required in connection with the Acquisition.

3. In the event that we do not execute such documents within ten days of the date thereof, we irrevocably and by way of security for our obligations hereunder appoint each of the Offeror and any director of the Offeror to be our attorney to execute on my/our behalf proxy forms for any Court Meeting or General Meeting or forms of acceptance to be

issued with the Offer Document in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the performance of my/our obligations under this undertaking.

4. Subject to paragraph 5, this undertaking shall cease to have any effect on the date on which the Acquisition is withdrawn or lapses in accordance with its terms (other than as a result of the Offeror switching to an Offer rather than a Scheme or vice versa in accordance with the Code and the Announcement).
5. We shall cease to be bound by the undertakings, representations and warranties set out herein if any third party shall in accordance with the Code announce a firm intention to make an offer for all the shares in the Company for consideration of not less than 10% greater than the value of the consideration offered under the terms of the Acquisition as at 5.00p.m. (London time) on the last dealing day prior to the date of any such announcement (a "**Competing Offer**"), and the Offeror has not within five days of the date of the announcement of the Competing Offer announced a revision to the Acquisition, the terms of which provide equal or greater value than under the Competing Offer.
6. We agree that damages may not be an adequate remedy for breach of this undertaking and accordingly you may be entitled to seek the remedies of specific performance or injunctive relief in respect of any such breach.
7. This undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

We intend this document to be a deed and execute and deliver it as a deed.

Executed as a deed by J O Hambro Capital Management Limited


..... (Director)

acting by a director in the presence of:

Witness's signature: James Hooper

Name (print): JAMES HOOPER

Occupation: SOLICITOR

Address: RYDER COURT, 14 RYDER COURT
LONDON SW14 6QB

Annex I
Ordinary Shares

Part 1

Registered holder(s): The Bank of New York (Nominees) Limited

Beneficial owner(s): J O Hambro Capital Management UK Equity Income Fund

Number of shares: 3,500,000

Part 2

Registered holder(s): The Bank of New York (Nominees) Limited

Beneficial owner(s): J O Hambro Capital Management UK Equity Income Fund

Number of shares: 3,565,431

Annex II
[Announcement]