

STRICTLY PRIVATE & CONFIDENTIAL

To: News Corp
1211 Avenue of the Americas
New York, NY 10036
Attention: Robert Thomson

1 June 2016

Dear Sirs

1. INTRODUCTION

1.1 We are writing regarding the discussions between News Corp ("**Offeror**") and the Board of Wireless Group plc (the "**Company**") about a possible acquisition by the Offeror of the entire issued share capital of the Company (the "**Potential Offer**"). It is contemplated that in the course of such discussions it will be necessary for us, either directly or indirectly, to provide you with confidential information relating to the Company.

1.2 In order adequately to protect our rights in this information, a written agreement is required between us (for our benefit and that of each of our Group Companies) to ensure that you maintain the confidentiality of such information.

1.3 Accordingly, in consideration of our providing (or arranging for there to be provided), and our authorising the provision of, certain Confidential Information to the Offeror's Representatives, you acknowledge that such Confidential Information is of a confidential nature and you agree, therefore, that any such Confidential Information provided will be so provided on and subject to the following terms and conditions.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement the following terms shall have the meanings set out below:

acting in concert	has the meaning as defined in the Code;
Affiliate	in relation to any person, any parent undertaking of that person, and any subsidiary undertaking of that person or of any such parent undertaking in relation to that person (in each case to the extent that any such undertaking is controlled, directly or indirectly, by you) and the terms " parent undertaking " and " subsidiary undertaking " shall have the meanings given in the Companies Act 2006;
Code	The City Code on Takeovers and Mergers;
Confidential Information	means:

- (a) all information (whether oral or recorded in any medium) relating to the business, financial or other affairs (including, without limitation, any details of the current, projected and prospective financial or trading situations, promotional and marketing activities, businesses, customers, clients, business plans, strategies, forecasts, valuations, trade secrets, know-how and information technology) of our Group which is marked confidential, or which is by its nature, confidential;
- (b) all Transaction Personal Data;
- (c) all notes, memoranda, analyses, compilations, studies and other documents prepared by you which contain or otherwise reflect or are generated either from the information specified in paragraph (a) above or in relation to the Potential Offer;
- (d) the fact and content of the communications and discussions between you and us relating to or connected with the Potential Offer; and
- (e) the existence and the contents of this Agreement;

but does not include information which:

- (i) when acquired by you is, or subsequently becomes, publicly available (other than as a result of a breach of this Agreement);
- (ii) is information of the type mentioned in paragraphs (a) and (b) above and was already lawfully known by you and was not subject to any confidentiality obligation; or
- (iii) was independently acquired by you without (so far as you are aware) the breach by anyone of any obligation of confidentiality;

Group

in relation to any person, that person and its Affiliates from time to time and references to "**Group Company**" and "**members of the Group**" shall be construed accordingly;

Personal Data	means any information relating to an identified or identifiable natural person (" data subject ");
Representatives	in relation to any person, that person and each of its Affiliates and their respective agents, employees, directors, consultants, legal advisers, financial advisers, other professional advisers and potential providers of finance, to the extent that such advisers or providers of finance are advising or providing finance in relation to the Potential Offer;
Transaction Personal Data	means Personal Data which you receive in connection with the Potential Offer.

3. UNDERTAKINGS

3.1 You undertake to us (for our benefit and that of each of our Group Companies) that:

3.1.1 the Confidential Information will be kept secret and confidential and will not, without our prior written consent, be disclosed by you (save to the extent that it is required to be disclosed by law or regulation, or required or requested by any competent judicial, governmental, supervisory or regulatory body including the Panel on Takeovers and Mergers or by the rules of any stock exchange on which your shares or other securities or those of any member of your Group are listed (subject to clause 3.3) or is otherwise disclosed in accordance with clause 3.1.3);

3.1.2 the Confidential Information will not be used by you, directly or indirectly, for any purpose other than for the confidential evaluation, negotiation of, furthering, or implementing the Potential Offer and then only on the remaining terms of this Agreement. In particular, you will not use the Confidential Information to obtain a commercial, trading, investment, financial or other advantage over us or any of our Group Companies or otherwise use it to our detriment;

3.1.3 subject always to clause 3.1.1, you will disclose the Confidential Information only to those of your Representatives who:

- (a) need to know the Confidential Information for the purpose of evaluating, advising or negotiating the Potential Offer; and
- (b) are informed by you of the confidential nature of the Confidential Information;

3.1.4 you will:

- (a) within seven days of a written notice from us; or
- (b) without request, within seven days of your ceasing to be interested in continuing with the Potential Offer,

use your best endeavours to procure, to the extent reasonably practicable, either (i) the return to us of all Confidential Information supplied or disclosed to or received by you and/or your Representatives and any written record (recorded in any medium) of such Confidential Information (without keeping any copies, extracts or other reproductions thereof) or (ii) the destruction or permanent erasure of the same and, in either case, the provision to us, on our written request, of a declaration made after due and careful enquiry and signed by a duly authorised officer certifying that you and your Representatives have complied with your obligations under this clause, save that:

- (i) you may retain any Confidential Information relating to the existence or terms of the Potential Offer (but excluding any Confidential Information relating to the business, financial or other affairs of the Company) contained in your own board minutes or papers in a level of detail customary for such minutes or papers; and
- (ii) you or your Representatives may retain any of the Confidential Information to the extent required by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body,

such Confidential Information set out in sub paragraphs (i) and (ii) to be kept otherwise on the terms set out in this Agreement.

3.2 Notwithstanding clauses 3.1.1 and 3.3 the Company agrees that Confidential Information may, with our prior written consent (such consent not to be unreasonably withheld), be provided by you and/or your Representatives to any relevant regulatory or governmental bodies or authorities during the course of the Potential Offer. For the avoidance of doubt, where the Confidential Information disclosed to regulatory or governmental bodies or authorities relates to the existence, terms and / or status of the Potential Offer, you do not require the prior written consent of the Company but you shall notify the Company (or its advisers) in writing the business day before making such disclosure and take into account any reasonable requests the Company may have in relation to such disclosure.

3.3 If any proceedings are commenced or any action is taken which could result in your becoming required or requested to disclose Confidential Information, you will promptly notify us in writing of such proceedings, action or request and will consult in good faith with us as regards the content, timing and manner of any such disclosure and will take account of all our reasonable requests in relation to it (except where such steps would

result in significant adverse consequences for you) and will cooperate with us regarding any action which we may reasonably elect to take or request you to take to resist or avoid being required to make such disclosure. To the extent reasonably practicable, you will keep us fully and promptly informed of all material matters and developments relating thereto. If (despite taking such steps) you are required or requested to disclose Confidential Information to any third party, you will disclose it only to such third party and you will seek to disclose only the amount of information consistent with you satisfying such requirement or request. Furthermore, where reasonably practicable, you will give us prior written notice of the information you propose to disclose and you will take into account any reasonable comments we may have in relation to the contents of the proposed disclosure.

3.4 You also undertake to us (for our benefit and that of each of our Group Companies) that:

- 3.4.1** you will not without our prior written consent, make an approach (in which you disclose your interest in the Potential Offer) to (or discuss the same with) any of our employees, agents, consultants, contractors, finance providers, professional advisers or shareholders (other than, in respect of shareholders only, in accordance with clause 3.7 or following an announcement by you or any member of your Group of a firm intention to make an offer under Rule 2.7 of the Code or if any of the events set out in clauses 4.2.1, 4.2.2 or 4.2.3 occur), except for such of those persons as we may nominate from time to time pursuant to clause 6;
- 3.4.2** you will not without our prior written consent, make any approach of any kind whatsoever to any person who has a business relationship with us (including, without limitation, customers, suppliers, distributors, landlords, sub-contractors or licensors) save to the extent that such an approach relates to matters conducted in the ordinary course of your business or is otherwise unconnected with your evaluation of the Potential Offer;
- 3.4.3** you will not without our prior written consent, visit or inspect any property owned, used or occupied by any of our Group Companies (other than in the ordinary course of your business); and
- 3.4.4** you and any member of your Group and their respective directors, employees and consultants will not, and will not directly or indirectly cause any other person to, during the evaluation of the Potential Offer and, if such evaluation ceases, for a period of 12 months thereafter, directly or indirectly solicit, interfere with or endeavour to entice away from his current employment any person who is, at the date of this Agreement, or who becomes, during the course of such negotiations, a director, employee or consultant of any of our Group Companies and who:

(a) holds office in a managerial or executive capacity and who otherwise has access to trade secrets or other confidential information belonging to us; and

(b) participates in or has been identified by us to you in such evaluation

(whether or not such person would commit any breach of his contract of employment or engagement by leaving such position), nor will you offer to employ, or aid or assist in or procure the employment by any other person of, any such person provided that this restriction shall not apply in the case of any such person who responds to a general advertisement for recruitment without any other direct or indirect solicitation by or encouragement from you.

3.5 You will notify us immediately on becoming aware that Confidential Information has been disclosed to or obtained by a third party (otherwise than as permitted by this Agreement).

3.6 Except in relation to clause 3.4.4 and clause 4, you will procure that each of your Representatives acts, or omits to act, as if he had agreed with us in the same terms mutatis mutandis as this Agreement and you will assume responsibility for any breach by your Representatives of the terms of this Agreement.

3.7 We acknowledge that, prior to announcing a firm intention to make an offer under Rule 2.7 of the Code, you may wish to approach certain shareholders of the Company with a view to obtaining irrevocable undertakings or letters of intent in connection with the Potential Offer (a "**Shareholder Approach**"). You or a member of your Group may make a Shareholder Approach provided the Potential Offer communicated by you to the relevant shareholders values the entire issued and to be issued share capital of the Company at not less than the amount per ordinary share communicated to us by you in your letter dated 19 May 2016 (such consideration to be paid in cash on completion) ("**Agreed Shareholder Approach**"). The Company's board of directors shall consider in good faith and, if thought fit, approve any request from you for you or a member of your Group to make a Shareholder Approach, where the Potential Offer communicated by you (or the member of your Group) to the relevant shareholders values the entire issued and to be issued share capital of the Company is less than the amount per ordinary share as communicated to us by you in your letter dated 19 May 2016 (such consideration to be paid in cash on completion). In each case, the Shareholder Approach shall be made no more than the date you reasonably believe to be 3 business days prior to you announcing a firm intention to make an offer under Rule 2.7 of the Code. You agree to notify the Company in writing of the proposed Shareholder Approach at least the business day prior to the proposed Shareholder Approach. The obligations of confidentiality set out in this Agreement (including for the avoidance of doubt clauses 3.4.1 and 4.1.3) shall not apply to any such Shareholder Approach which is an Agreed Shareholder Approach or which has been approved in writing in advance by the Company.

3.8 The parties acknowledge that the Potential Offer would be subject to the Code and further acknowledge and agree the need to maintain absolute secrecy in relation to the Potential Offer subject always to Rule 2.3(d) of the Code and to the terms of this Agreement.

4. STANDSTILL

4.1 For a period of 12 months from the date of this Agreement you and any member of your Group and their respective directors, employees and consultants will not, and will not directly or indirectly cause any other person to, without the recommendation of the Company's board of directors, directly or indirectly, acting either alone or jointly with or on behalf of any other person, in any manner:

4.1.1 acquire, announce a firm intention to make an offer under Rule 2.7 of the Code, offer to acquire, offer to sell or enter into any agreement, arrangement or undertaking to acquire or to sell, directly or indirectly, alone or acting in concert with others, any interest in any of the Company's shares or other securities;

4.1.2 put yourselves in a position where you are obliged to make an offer under Rule 9 of the Code; or

4.1.3 subject to clause 3.7, make an approach to or solicit any of the Company's shareholders in connection with or relating to a possible acquisition (direct or indirect) of or offer for any interest in the Company's securities or business.

4.2 The restrictions contained in clause 4.1 will terminate if:

4.2.1 you or a member of your Group announce an offer under Rule 2.7 of the Code to acquire the Company which is recommended by the directors of the Company;

4.2.2 a third party (which, for the avoidance of doubt, shall not include you or any person with whom you may be deemed to be acting in concert) publicly announces a firm intention to make an offer under Rule 2.7 of the Code to acquire the whole of the issued share capital of the Company not already owned or agreed to be acquired by such third party (or any person or persons acting in concert with such third party); or

4.2.3 a third party which is not acting in concert with you shall have become interested (as such term is defined in the Code) in shares carrying 30 per cent. or more of the voting rights (as defined in the Code) of the Company.

5. ACKNOWLEDGEMENTS

You acknowledge and confirm to us (for our benefit and that of each of our Group Companies) that:

- 5.1** any Confidential Information disclosed to you is secret, proprietary and of a confidential nature;
- 5.2** neither we nor our directors, officers, employees, agents, consultants, contractors, finance providers and professional advisers:
- 5.2.1** accept responsibility or liability (save in the case of fraud) for, or make any representation, statement, expression of opinion or warranty, express or implied, with respect to, the accuracy or completeness of the Confidential Information or any oral communication in connection therewith unless and save to the extent that such representation, statement, expression of opinion or warranty is expressly incorporated into any legally binding contract between the parties; or
- 5.2.2** are under any obligation to provide access to any Confidential Information or to update, or correct any inaccuracies which may become apparent in, the Confidential Information disclosed;
- 5.3** unless otherwise expressly limited, the provisions of this Agreement shall continue in effect for a period of 2 years from the date of this Agreement notwithstanding any decision not to proceed with the Potential Offer, the termination of any discussions or negotiations between the Company and you about the Potential Offer or any other related transaction and notwithstanding any return or destruction of the Confidential Information;
- 5.4** we are under no obligation to consider or accept any proposal which is made by you (or on your behalf) in the course of our discussions in relation to the Potential Offer and that each of our Group Companies remains free to enter into any transaction or agreement with any other person (or to enter into any related discussions) and the provision of any Confidential Information will not constitute an offer by you to acquire any shares of the Company or any other interests or assets;
- 5.5** we may be irreparably harmed by any breach by you of the provisions of this Agreement and that damages alone may not be an adequate remedy for any breach by you of the provisions of this Agreement and, accordingly, without prejudice to any other rights or remedies that we might have, any of us shall be entitled, without proof of special damage, to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement;
- 5.6** no failure or delay by us or time or indulgence given in exercising any remedy or right in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right. No modification to this Agreement or any waiver granted by the Company in respect of any action taken by you or your advisers shall be effective unless agreed in writing by the Company;

- 5.7** each party is acting as principal, not as an agent or broker for any other person, not in conjunction with any other person and will be responsible for its own costs whether incurred by itself or its agents in connection with the Potential Offer (whether or not it proceeds).
- 5.8** the matters referred to in this Agreement and the Confidential Information may (in whole or in part) constitute inside information for the purposes of the Criminal Justice Act 1993 or the market abuse regime under Part VIII of the Financial Services and Markets Act 2000 and that, without limiting the obligations imposed under those Acts, you will not deal in (or encourage any other person to deal in) our shares or securities or base any behaviour on such information until you have ceased to have such information for the purposes of the Acts;
- 5.9** you will bring to the attention of anyone to whom you disclose Confidential Information their obligations and liabilities in relation to inside information under the Criminal Justice Act 1993 and the market abuse regime under the Financial Services and Markets Act 2000;
- 5.10** the rights and benefits afforded to us pursuant to this Agreement are given to and held by us for ourselves and as agent for and on behalf of each of our Group Companies; and
- 5.11** you will acquire no right, title or interest to or in, and are responsible for making your own evaluation of, the Confidential Information disclosed and that Numis Securities Ltd, which is regulated by the Financial Conduct Authority, is advising the Company and no one else in relation to the Potential Offer and will not be responsible to anyone other than the Company for providing the protections offered to customers of Numis Securities Ltd or for providing advice in relation to the Potential Offer.

6. AUTHORISED CONTACT

Each party shall direct any communications relating to this Agreement, and the Potential Offer, including any applications for consent from or notifications to the other party, only to the persons listed on the working group list prepared in connection with the Potential Offer (as may be updated from time to time and notified to the other party) or such other person(s) as the relevant party may nominate from time to time.

7. SEVERANCE

If at any time any term or provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law, regulation or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

8. ASSIGNMENT/NOVATION

Neither party shall be entitled to assign the benefit or transfer the burden of any provision of this Agreement without the prior written consent of the other party.

9. LEGAL PRIVILEGE

Each party acknowledges and agrees that, to the extent that any Confidential Information is covered or protected by legal advice, litigation, common interest or any other privilege or similar doctrine, disclosure of that Confidential Information to either party or any authorised recipient shall not, and is not intended to, constitute a waiver of that privilege or protection.

10. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement and the parties' respective rights and obligations shall be governed by, and construed in accordance with, the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

12. ACCEPTANCE

Please indicate your acceptance of this Agreement by signing and returning a copy of this Agreement.

Yours faithfully



.....
for and on behalf of
WIRELESS GROUP PLC

We agree to the above.

News Corporation

A handwritten signature in blue ink, appearing to read "Michael Bunder", written over a dotted horizontal line.

Michael Bunder

Senior Vice President

Date: 1 June 2016
