

From: **Cyrte Investments GP I B.V.**, acting in its capacity as the sole general partner of, and in such capacity authorized to duly represent, CF I Invest C.V., a limited partnership (*commanditaire vennootschap*)

Flevolaan 41A, 1411 KC Naarden,
the Netherlands

To: Vodafone Europe B.V. ("**Bidder**")
Rivium Quadrant 173, 15th Floor
2909 LC Capelle aan den IJssel
The Netherlands

22 April 2012

Dear Sirs

Acquisition of Cable & Wireless Worldwide plc (the "Company")

1 Undertaking to accept the Offer

In consideration of the Bidder agreeing to make the Offer to acquire the whole of the issued and to be issued share capital of the Company we, the undersigned, hereby irrevocably and unconditionally agree with you that:

- 1.1** we hold and/or have discretionary management of (such that we are able to procure the transfer of) and/or are the beneficial owner of (in each case whether as a result of holding depository interests or otherwise) 107.083.460 shares in the Company (the "**Shares**");
- 1.2** we will, at the meeting of the Company's shareholders convened by order of the Court (the "**Court Meeting**") and the Company's General Meeting (the "**GM**"), exercise voting rights attaching to the Shares to vote in favour of the Scheme, in respect of any resolutions required to give effect to the Scheme (the "**Resolutions**") as set out in the notices of meeting in the circular to be sent to shareholders of the Company containing an explanatory statement in respect of the Scheme (the "**Scheme Document**") and against any proposal to adjourn the Court Meeting or the GM or to amend the Scheme (other than with Bidder's prior consent);
- 1.3** we will, by no later than 5 p.m. London time on the date which is 14 days after the despatch of the Scheme Document, vote in favour of the Scheme and the Resolutions by returning or procuring the return of the signed forms of proxy enclosed with the Scheme Document in accordance with the instructions printed on the forms of proxy;
- 1.4** should the Bidder elect, in accordance with the terms of the Offer Announcement (as defined below) and with the consent of the Panel, to implement the Offer by way of a contractual offer, we will by no later than 5 p.m. London time on the date which is 14 days after the posting of the formal offer document containing the Offer (the "**Offer Document**") accept the Offer in respect of the Shares by:



- 1.4.1 completing or procuring the completion and delivery to you or your agent of the form(s) of acceptance of the Offer; or
 - 1.4.2 taking such other steps as may be set out in the Offer Document to effect acceptance of the Offer (in each case in accordance with the terms of the Offer Document); and
- 1.5 if we acquire or purchase any shares, securities or interests in the Company or rights therein following the date of this deed, such shares, securities, interests or rights shall be deemed to be included in the definition of Shares.

2 Dealings with Shares

We further hereby irrevocably and unconditionally agree with you that, we shall:

- 2.1 except pursuant to the Offer, not dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal in any of the Shares or any interest in them (whether conditionally or unconditionally);
- 2.2 exercise (or, where relevant, procure the exercise of) all voting rights attaching to the Shares in such manner as to enable the Offer to be made and becomes effective or unconditional, as the case may be, and oppose the taking of any action which might result in any condition of the Offer not being satisfied;
- 2.3 not acquire any interest (as defined in the Code) in any securities in the Company; and
- 2.4 not enter into any agreement or arrangement with any person, whether conditionally or unconditionally, to do any of the acts prohibited by the above terms of this paragraph 2.

3 Warranties and undertakings

We warrant and undertake to Bidder that:

- 3.1 the Shares include all the shares in the Company registered in our name or beneficially owned by us or in respect of which we are interested (as defined in the Code);
- 3.2 the Shares will be transferred pursuant to the Offer free from all charges, liens and encumbrances and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter; and
- 3.3 we have full power and authority to accept the Offer and to vote in favour of the Scheme and the Resolutions or to undertake the same in respect of all the Shares.

4 Conditions and termination

4.1 Making the Offer

Your agreement to make the Offer is conditional upon:

- 4.1.1 the receipt by you not later than the time of release of the Offer Announcement of equivalent undertakings (in substantially the same form as this or in such other form as you may accept) from each director of the Company holding shares in it;

- 4.1.2 the release of the Offer Announcement (with such amendments as you may approve) being authorised by or pursuant to a resolution of the board of directors of Bidder or a duly authorised committee thereof, such authorisation not being withdrawn prior to release; and
- 4.1.3 no event or circumstance occurring or becoming known to you in consequence of which the Panel requires or permits you not to make the Offer (or, in the case of an event or circumstance becoming known to you prior to the release of the Offer Announcement, which is of such a nature that, had it occurred thereafter, the Panel would have required or permitted you not to make the Offer).

Subject to paragraph 4.2, our undertakings in this deed shall not be affected by the non-fulfilment of any of these conditions set out in paragraph 4.1.

4.2 Announcement of Offer

Our undertakings in this deed are conditional upon the release of the Offer Announcement.

4.3 Lapse

Our undertakings in this deed shall lapse if:

- 4.3.1 the Offer Announcement is not released by noon on 25 April 2012;
- 4.3.2 the Offer is not made (by the publication of the Offer Document or Scheme Document, as the case may be) by the date which is 28 days from the date of the Offer Announcement (or such later date as the Panel may permit);
- 4.3.3 the Offer does not become effective, lapses or is withdrawn without having become wholly unconditional or the Scheme becoming effective, as the case may be; or
- 4.3.4 the Scheme is withdrawn or any competing offer is made which is declared wholly unconditional or otherwise becomes effective,

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

5 Higher competing offer

5.1 Obligations

- 5.1.1 If a Higher Competing Offer is made or a firm intention to make a Higher Competing Offer is publicly announced in accordance with Rule 2.7 of the Code prior to the date of the GM (or in the case of an offer, prior to the latest time for acceptance of the offer) then our undertakings in this deed shall be suspended. If prior to midnight on the fourteenth day after the day on which the relevant Higher Competing Offer is made or, if earlier, publicly announced (the "**Revision Deadline**"), you announce a revision of the Offer (the "**Higher Revised Offer**") of such a nature that, if the Higher Competing Offer had been made immediately after the announcement of the Higher Revised Offer, this paragraph 5 would not have applied then the suspension referred to above shall come to an end and our undertakings in this deed shall thereafter be construed as if it provided that the form of proxy (or form of acceptance in the case of an offer) in respect of the Shares be returned not later than 3.00 p.m. on the seventh day after the announcement of the Higher Revised Offer.

- 5.1.2 If a Higher Competing Offer is made or a firm intention to make a Higher Competing Offer is publicly announced in accordance with Rule 2.7 of the Code and you have not announced a Higher Revised Offer before the Revision Deadline (or, if earlier, the latest time at which you are permitted, by the Code or the Panel, to make a Higher Revised Offer) then this letter shall immediately lapse and we shall be entitled to withdraw any forms of proxy (or in the case of an offer, any acceptances) of the Offer in accordance with its terms.

6 General

6.1 In this deed, references to:

- 6.1.1 **Code** shall mean the City Code on Takeovers and Mergers;
- 6.1.2 **"Higher Competing Offer"** means an offer (whether by means of a takeover offer within the meaning of Section 974 of the Companies Act 2006 or by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006) for the entire issued and to be issued share capital of the Company at a price per share exceeding at least 5 per cent. over the price per share available under the Offer at that time and for these purposes where any such Higher Competing Offer is made and the consideration includes or constitutes non-monetary consideration, the price shall be deemed to be equal to the value of such non-monetary consideration for the purposes of calculating the price per share;
- 6.1.3 **"Offer"** means the offer on substantially the same terms and conditions as are set out in the Offer Announcement (implemented by way of the Scheme) and shall include an offer on such other terms, including any new, increased, revised or extended offer or offers which in the opinion of the Bidder's financial adviser is/are no less favourable than such offer;
- 6.1.4 **"Offer Announcement"** means a press announcement substantially on the terms and subject to the conditions of the draft press announcement attached hereto and/or such other terms as may be required by the Panel;
- 6.1.5 **"Panel"** means the Panel on Takeovers and Mergers; and
- 6.1.6 **"Scheme"** means the proposed acquisition by Bidder of the entire issued or to be issued share capital of the Company by way of a scheme of arrangement (pursuant to Part 26 of the Companies Act 2006), substantially on the terms and subject to the conditions which are set out in the Press Announcement.

- 6.2 We consent to the issue of the Offer Announcement. We understand that, in accordance with the Code, particulars of this irrevocable undertaking will be contained in the Scheme Document (or Offer Document) and also that this undertaking will be available for inspection during the offer period and we hereby consent thereto.
- 6.3 This undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and we agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts.

- 6.4** 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 this deed. You shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this deed and no proof of special damages shall be necessary for the enforcement by you of your rights under this deed.
- 6.5** A person who is not party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this letter but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 6.6** We 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.

In Witness whereof this letter has been duly executed and delivered as a deed on the date and year first above written.

EXECUTED as a DEED by
Cyrte Investments GP I B.V.,
acting in its capacity as the sole
general partner of CF I Invest
C.V., in its turn represented by
its director Cyrte Investments
BV acting by its duly
authorised representative
Frank Botman

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NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION (IN WHOLE OR IN PART) IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

April 2012

**RECOMMENDED CASH OFFER
for**

CABLE & WIRELESS WORLDWIDE PLC

by

VODAFONE EUROPE B.V.

an indirect wholly owned subsidiary of Vodafone Group Plc

Summary

- Vodafone Europe B.V. ("**Vodafone**") and Cable & Wireless Worldwide plc ("**CWW**" or the "**Company**") are pleased to announce that they have reached agreement on the terms of a recommended cash offer pursuant to which Vodafone will acquire the entire issued and to be issued ordinary share capital of CWW. It is intended that the Offer will be effected by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.
- Under the terms of the Offer, CWW Shareholders will be entitled to receive 38 pence in cash for each CWW Share held, representing a premium of approximately:
 - 92 per cent. to the Closing Price of 19.8 pence per CWW Share on 10 February 2012 (being the last Business Day prior to the commencement of the Offer Period); and
 - 107 per cent. to the average Closing Price of 18.4 pence per CWW Share for the three months ended 10 February 2012.
- The Offer values the entire issued ordinary share capital of CWW at approximately £1,044 million. The Offer price of 38 pence per CWW Share is final and will not be increased. Vodafone reserves its right to increase the Offer if a third party announces a possible offer or offer for CWW.
- The acquisition of CWW will strengthen the enterprise business of Vodafone Group in the UK and internationally and presents attractive network and other cost saving opportunities for Vodafone Group.
- The CWW Directors, who have been so advised by Barclays and Rothschild (as CWW's joint financial advisers), consider the terms of the Offer to be fair and reasonable. In providing advice to the CWW Directors, Barclays and Rothschild have taken into account the commercial assessments of the CWW Directors.
- Accordingly, the CWW Directors have agreed to recommend unanimously that CWW Shareholders vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting as the CWW Directors have irrevocably undertaken to do in respect of their own beneficial holdings of 2,570,695 CWW Shares representing, in aggregate, approximately 0.09 per cent. of the ordinary share capital of CWW in issue on 20 April 2012 (being the latest practicable date prior to this announcement).
- Vodafone has received irrevocable undertakings from [●] to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting, in respect of

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a total of [●] CWW Shares, representing approximately [●]% per cent. of the ordinary share capital of CWW in issue on 20 April 2012 (being the latest practicable date prior to this announcement).

- Vodafone has obtained letters of intent from [●] to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting, in respect of an aggregate total of [●] CWW Shares representing, in aggregate, approximately [●] per cent. of the ordinary share capital of CWW in issue on 20 April 2012 (being the latest practicable date prior to this announcement).
- In aggregate, therefore, irrevocable undertakings and letters of intent to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting have been received in respect of a total of [●] CWW Shares, representing approximately [●] per cent. of the ordinary share capital of CWW. Further details of these irrevocable undertakings and letters of intent are set out in Appendix III to this announcement.

Commenting on the Offer, **John Barton, Chairman of CWW**, said:

"Under the leadership of Gavin Darby, Cable & Wireless Worldwide has outlined a strategy to refocus the business on achieving sustainable cash generation and returns from capital invested. However, the offer from Vodafone announced today will enable shareholders to crystallise a value, in cash, that represents a significant premium to recent trading levels and avoid exposure to the risks inevitably presented by executing a medium-term improvement strategy.

Furthermore, the combination with Vodafone represents an exciting opportunity for Cable & Wireless Worldwide's customers, employees, partners and other stakeholders to benefit from the many advantages that will come from being part of the Vodafone Group."

Commenting on the Offer, **Vittorio Colao, CEO of Vodafone Group**, said:

"We are pleased to reach agreement with the Board of Cable & Wireless Worldwide, who unanimously recommend our offer. The acquisition of Cable & Wireless Worldwide creates a leading integrated player in the enterprise segment of the UK communications market and brings attractive cost savings to our UK and international operations. We look forward to working with the management and employees of Cable & Wireless Worldwide to combine our expertise for the benefit of our customers and shareholders."

UBS is acting as sole financial adviser to Vodafone and Vodafone Group. Barclays and Rothschild are acting as joint financial advisers to CWW.

Investor and analyst call:

Vodafone is hosting a conference call today for analysts and investors which will start promptly at 9.00 a.m. (London time). Please dial into this conference call using the following dial-in numbers:

Tel: +44 (0)20 3140 0668

UK Toll free: 0800 368 1950

US Toll: +1 631 510 7490

US Toll free: +1 866 928 6049

Pin: 503057#

There will be a replay facility available for seven days:

Tel: +44 (0)20 3140 0698

