

Herbert Smith

~ 1 May
27 April 2012

CABLE & WIRELESS WORLDWIDE PLC

and

VODAFONE EUROPE B.V.

DEED OF AMENDMENT

**amending a Non-Disclosure Agreement
dated 12 March 2012**

Herbert Smith LLP


THIS AGREEMENT is made on ~~27 April~~ 2012

BETWEEN:

- (1) **CABLE & WIRELESS WORLDWIDE PLC**, a company registered in England and Wales and whose registered office is at Waterside House, Longshot Lane, Bracknell, Berkshire, RG12 1TL ("CWW"); and
- (2) **VODAFONE EUROPE B.V.**, a company registered in the Netherlands and whose registered office is at Rivium Quadrant 173, 2909 LC Capelle aan den IJssel ("VE").

WHEREAS:

- (A) CWW and VE entered into a Non-Disclosure Agreement on 12 March 2012 whereby each party agreed to keep confidential certain confidential information disclosed by the other party for the purposes of enabling VE (together with Vodafone Group plc ("VG") and other subsidiaries of VG) to evaluate and make a takeover offer to acquire the entire issued share capital of CWW.
- (B) The parties to the Original Agreement have agreed to amend the Original Agreement as set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Amendment Date**" means the date of this Agreement; and

"**Original Agreement**" means the Non-Disclosure Agreement dated 12 March 2012 made between CWW and VE.

2. AMENDMENT

- 2.1 Clause 2.1.2 of the Original Agreement shall be amended with effect from (and including) the Amendment Date as follows:

- "use the Confidential Information only for the purpose of enabling VE, VG, or a wholly-owned subsidiary of VG, to evaluate and announce, in accordance with the Code, a Transaction, and thereafter use such Confidential Information only for the purpose of implementing the Transaction and planning or preparing for the integration of CWW's business and operations into VG and/or its Affiliates (the "**Purpose**")";

3. CONTINUATION

- 3.1 This Agreement is supplemental to, and shall be construed as one with, the Original Agreement.

4. GOVERNING LAW

- 4.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any

IN WITNESS whereof this **DEED** has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

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