

VOTING UNDERTAKING

To: **Magic Investments S.A.** (incorporated in Luxembourg with registered number B186.943)
33 rue du Puits Romain L-8070 Bertrange,
Grand Duchy of Luxembourg
("**Magic**"); and

eMusic.com, Ltd. (incorporated in England and Wales with registered number 5702595)
C/o Lewis Golden
40 Queen Anne Street
London W1G 9EL
United Kingdom
("**eMusic**").

8 May 2019

Dear Sirs,

UNDERTAKING TO VOTE IN FAVOUR OF CERTAIN SHAREHOLDER RESOLUTIONS IN RELATION TO 7DIGITAL GROUP PLC (THE "COMPANY")

We understand that the Company proposes to undertake an equity fundraising which will include (but is not limited to) the issue and allotment of new ordinary shares in the capital of the Company to Magic and/or eMusic (together with their affiliates and nominees, the "**Consortium**"), following which the Consortium will own over 50% of the issued and to be issued share capital of the Company (the "**Fundraising**").

We also understand that the Fundraising will be conditional on, among other things:

- (a) the passing of such resolutions at a general meeting of the shareholders of the Company as are required to implement the Fundraising in accordance with the Companies Act 2006, the articles of association of the Company, the City Code on Takeovers and Mergers (the "**Code**") and any other applicable law or regulation (together, the "**Resolutions**"); and
- (b) the UK Panel on Takeovers and Mergers (the "**Panel**") waiving the obligation of the Consortium to make a general offer for the Company under Rule 9 of the Code.

We irrevocably and unconditionally warrant and undertake (and in the case of paragraph 1 only, represent) to the Consortium that:

1. INTERESTS IN THE RELEVANT SHARES

- 1.1 We are the beneficial owner of (or are otherwise able to control the exercise of all rights, including voting rights, attaching to), and/or are the registered holder of, the number of ordinary shares of £0.01 each in the capital of the Company set out in Schedule 1 to this deed (the "**Relevant Shares**", which expression shall include any other shares in the Company issued or transferred to us after the date hereof and/or attributable to or derived from such shares).

- 1.2 We are not interested in any shares or other securities of the Company other than the Relevant Shares.
- 1.3 We have full power and authority and the right (free from any legal or other restrictions), and will at all times, up to the earlier of (i) the time that the completion of the Fundraising in accordance with its terms, or (ii) our obligations under this deed terminate, continue to have all relevant power, authority and the right to enter into and perform our obligations under this deed in accordance with its terms.

2. DEALINGS IN THE RELEVANT SHARES

- 2.1 We shall not sell, transfer, charge, encumber, grant any option or other right over or otherwise dispose of, or permit the sale, transfer, charging, encumbering, granting of any option or other right over or other disposal of any of the Relevant Shares or interest in the Relevant Shares, or accept any offer in respect of all or any of the Relevant Shares or any other interest in any of the Relevant Shares.
- 2.2 We shall not accept or give any undertaking (whether conditional or unconditional) or letter of intent to accept any offer made or proposed to be made in respect of the issued and to be issued share capital of the Company by any person.
- 2.3 We shall not acquire any interest in shares or securities of the Company other than pursuant to the Fundraising and, if such interest is acquired by us, such interest shall be deemed to be included in the expression "the Relevant Shares" for the purpose of this deed.
- 2.4 We shall not enter into any agreement or arrangement or incur any obligation (or permit such circumstances to occur):
- (a) to do all or any of the acts referred to in sub-paragraphs 2.1, 2.2 or 2.3 above; or
 - (b) which would or might restrict or impede our voting in favour of the Resolutions or our ability to comply with this deed,

and references in this sub-paragraph 2.4 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Fundraising becoming completing or lapsing, or upon or following this deed ceasing to be binding, or upon or following any other event.

3. VOTING AT THE GENERAL MEETING

- 3.1 We shall exercise (or, where applicable, procure the exercise of) all voting rights (whether on a show of hands or a poll and whether in person or by proxy) attaching to the Relevant Shares at any general meeting of the shareholders of the Company which is convened by the Company in connection with the Fundraising (including any adjournments or postponements thereof, the "**General Meeting**"), in favour of the Resolutions and all other matters proposed in connection with the implementation of the Fundraising.
- 3.2 As soon as possible and in any event not later than 1:00 p.m. on the date falling ten business days after the deemed date of receipt of (i) the formal document containing the notice of the General Meeting (the "**Shareholder Circular**") and (ii) the accompanying forms of proxy, we shall:

- (a) execute and deliver to the Company's registrars (or procure the execution and delivery to the Company's registrars of) such forms of proxy in accordance with the instructions printed on such forms of proxy; and
- (b) in respect of any the Relevant Shares in uncertificated form, take (or procure the taking of) any action to make a valid proxy appointment and give valid proxy instructions,

to vote in favour of each of the resolutions to be proposed at the General Meeting (and, unless instructed to do so by the Consortium, shall not thereafter revoke such forms of proxy or proxy appointments and proxy instructions, either in writing or by attendance at any meeting or otherwise).

3.3 We shall exercise (or procure the exercise of) the voting rights attaching to the Relevant Shares on any resolution which would assist the implementation of the Fundraising if it were passed or rejected at a general, class or other meeting of the shareholders of the Company and we shall join in the requisition of any general, class or other meeting of the shareholder of the Company for the purpose of considering any such resolution, in each case, only in accordance with the Consortium's instructions, unless we are unable to take such steps by operation of applicable law or if such steps would result in a breach by us of any ruling of the Panel.

3.4 We shall exercise (or procure the exercise of) the voting rights attached to the Relevant Shares against any resolution:

- (a) to the effect that the text or terms of the resolutions to be proposed at the General Meeting to approve the Fundraising and all related matters be amended;
- (b) to adjourn the General Meeting; and
- (c) that purports to approve or give effect to (and we will not be bound or agree to be bound by) a proposal by a person other than the Consortium or its affiliates to acquire any shares or securities of the Company,

unless the Consortium directs us otherwise (and if the Consortium does direct us otherwise then we will exercise (or procure the exercise of) the voting rights attached to the Relevant Shares in accordance with the Consortium's directions, unless we are unable to take such steps by operation of applicable law or if such steps would result in a breach by us of any ruling of the Panel).

4. POWER OF ATTORNEY

4.1 In order to secure the performance of our obligations in this deed (and only to the extent we have failed to comply with such obligations), we shall (and, where applicable, shall procure that the registered holder of the Relevant Shares shall) appoint each member of the Consortium severally as our attorney in our name or otherwise and on our behalf to sign a form or forms of proxy and generally to comply with the terms of the Shareholder Circular and fulfil our obligations in relation to it under this deed.

4.2 We agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this deed lapses, or (if earlier) the completion of the Fundraising.

5. INFORMATION AND DOCUMENTATION

- 5.1 We shall promptly provide such information relating to us as may be reasonably requested in order to comply with the rules of the Code and any other legal or regulatory requirements.
- 5.2 We shall promptly after becoming aware of the same, notify the Consortium in writing of any material change in the accuracy or import of any information previously supplied to the Consortium by us.
- 5.3 We consent to the inclusion of references to us and the provisions of this deed in the Shareholder Circular and any document in connection with the Fundraising that is required by the Code or any other legal or regulatory requirements.
- 5.4 We understand and agree that, in accordance with the Code, this deed may be disclosed to the Panel, particulars of this deed will also be contained in the Shareholder Circular and that, in accordance with Rule 26 of the Code, copies of this deed will be available for inspection following the announcement of the Fundraising until the Fundraising completes or lapses.

6. TERMINATION

All of our obligations under this deed shall, without prejudice to any prior breaches, lapse upon the earlier of:

- (a) the completion of the Fundraising in accordance with its terms;
- (b) the lapsing of the Fundraising where no new, revised or replacement fundraising in respect of the Company has been announced by the Consortium or its affiliates; and
- (c) 31 December 2019.

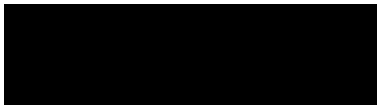
7. GENERAL

- 7.1 We acknowledge that the Fundraising remains subject to negotiation between the Consortium and the Company and that nothing in this deed shall oblige the Consortium or the Company to announce or effect the Fundraising.
- 7.2 Any date, time or period referred to in this deed shall be of the essence, except to the extent to which the Consortium and we agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 7.3 This deed shall be binding on our successors and assigns.
- 7.4 Except to the extent otherwise specified, our obligations set out in this deed are unconditional and irrevocable.
- 7.5 With regard to any of the Relevant Shares not registered in our name, the confirmations, warranties and undertakings contained in this deed are given by us on behalf of the registered holder(s) and we undertake to ensure the compliance by such person(s) with those confirmations, warranties and undertakings.
- 7.6 In this deed, references to an "interest" in securities shall have the meaning given to such term in the Code and all references to time are to London time.

- 7.7 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 deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.8 The invalidity, illegality or unenforceability of any provision of this deed shall not affect the continuation in force of the remainder of this deed.
- 7.9 This deed contains the whole agreement between the Consortium and us relating to the subject matter of this deed at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. We acknowledge that we have not been induced to sign this deed by any representation, warranty or undertaking not expressly incorporated into it.
- 7.10 We agree that damages would not be an adequate remedy for breach of this deed and accordingly that the Consortium shall be entitled to the remedies of specific performance, injunction or other equitable relief and no proof of special damages shall be necessary for the enforcement by the Consortium of its rights.
- 7.11 We agree that this deed (and any dispute, controversy, proceedings or claim of any nature arising out of or in connection with it, including non-contractual disputes and claims) shall be governed and construed in accordance with English law. We agree to irrevocably submit to the exclusive jurisdiction of the English courts.

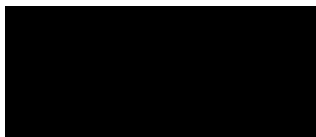
IN WITNESS whereof this document has been duly executed and delivered as a deed on the date above mentioned.

Executed and delivered as a deed by
Oryx International Growth Fund Limited
acting by a Director in the presence of a witness



Christopher Mills
Director

in the presence of:



Signature of witness:

Name of witness:

CHRISTOPHER HART

Address of witness:

48, PENNENZA, COBHAM

Occupation of witness:

CHARTERED ACCOUNTANT

SCHEDULE 1

Details of the Relevant Shares

Number of ordinary shares	Registered holder	Beneficial owner
10,000,000	Securities Services Nominees Limited, Account 1701129	Oryx International Growth Fund Limited