

7 January 2015

Personal and Confidential

Barbara Thoralfsson
Micheletsvei 76a
1368 Stabekk
Norway

Dear Barbara,

Appointment as Non-executive Director of Cable & Wireless Communications Plc

Following the formal approval of the Board of Directors of Cable & Wireless Communications Plc ("the Company"), I am delighted to confirm your appointment as a Non-executive Director with effect from 7th January 2015.

I am therefore writing to set out the terms of your appointment, which will be a contract for services and not a contract of employment.

Appointment

The appointment will be for an initial period of three years from 7th January 2015, with the expectation that a further term of three years will follow. This period may be extended on an annual basis at the invitation of the Chairman of the Company but total service will not exceed nine years.

Your appointment is subject to the Company's Articles of Association, as amended from time to time. Nothing in this letter shall be taken to exclude or vary the terms of the articles as they apply to you as a director of the Company.

In accordance with those Articles of Association, you will be required to stand for election and then re-election by the shareholders at each Annual General Meeting.

Committees

You are asked to serve on the Remuneration, Audit and Nomination Committees. The terms of reference of these Committees are enclosed with this letter.





Time Commitment

We anticipate a time commitment of two days per month. This will include attendance at scheduled Board meetings, any Committees to which you are appointed and the Company's AGM. In addition, you will be expected to devote appropriate preparation time ahead of each meeting. The Company will require you to travel overseas to attend meetings.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role. Agreement from the Chairman should be sought before accepting any additional commitments that might affect the time you are able to devote to your role as a Non-executive Director of the Company.

Conduct

By accepting this appointment you also agree that during the term of your appointment you will comply with, where relevant, any rule of law or regulation of any competent authority applicable to you / and or the Company. In addition you agree to comply with all policies of the Company in force from time to time.

Fees

You will be paid a fee of £65,000 gross per annum, which will be paid in equal instalments monthly in arrears and will be subject to annual review by the Board.

You will be reimbursed for all documented out of pocket expenses reasonably incurred in the performance of your duties as a Director of the Company.

You will not be eligible to participate in any of the Company's executive remuneration programmes and you will receive no pension benefits.

Termination

Your appointment may be terminated at the discretion of either party on one month's written notice.

Your appointment is subject to the Company's Articles of Association generally and may be terminated forthwith without any entitlement to compensation if:

- i. you are not re-elected at an annual general meeting or general meeting of the Company where you offer yourself for election or re-election;
- ii. you are required to vacate office for any reason pursuant to the Company's Articles of Association; or
- iii. you are removed as a director for any fundamental or serious breach or material or repeated non-observance of any of the provisions of this letter including but not limited to any



express or implied duties or obligations of your appointment or otherwise required to vacate office under any applicable law.

Where your appointment ends or is terminated for any reason, no notice, further notice or fees (other than those accrued) shall be due to you. By accepting this appointment, you agree that upon termination you shall not be entitled to and shall not pursue any action or claim for compensation for loss of office from the Company whether termination occurs before, on or after the date of expiry of the initial period of your appointment as set out above (or any extension thereto).

Conflicts and Outside Interests

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. A conflicts questionnaire is attached. Please could you complete and return this to me with your acceptance letter. In the event that you become aware of any potential conflicts of interest, these should be disclosed to either the Chairman or myself as soon as possible.

Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released to third parties, either during your appointment or following termination, without prior clearance from the Chairman.

Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information (in respect of listed securities) which you should observe at all times. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from either the Chairman or myself. You should also observe the Company's share dealing code which is enclosed with this letter.

All Company property should be returned at the end of your appointment or on the request of the Board and you should ensure that you have not kept copies of Company information in any format whatsoever.

You are prohibited from making or issuing any press, radio or television statement, or publishing or submitting for publication any letter or article, relating directly or indirectly to the business or affairs of the Company without the prior written approval of the Board. The termination of your appointment shall not operate to terminate this paragraph which, after such termination, shall remain in force and effect the binding upon you, save that this prohibition shall not prohibit any such statement or publication to the extent that it does not relate directly or indirectly to the business or affairs of the Company.

Induction

I will contact you further in order to arrange an appropriate induction programme.



Review Process

The performance of Directors, the Board as a whole and its Committees is evaluated annually. If, in the interim, there is any matter which causes you concern, you should discuss it with the Chairman as soon as possible.

Insurance

The Company has Directors and Officers' liability insurance and currently intends to maintain such cover for the full term of your appointment. However, please note that the cover provided is subject to the terms of the insurance policy in force from time to time and can be changed at the Company's discretion; the extent and scope of cover is a matter reserved for the Board's decision. A summary of the current insurance will follow under separate cover.

Independent Professional Advice

Occasions may arise when you consider that you need professional advice in furtherance of your duties as a Director of the Company. Circumstances may occur when it is appropriate for you to seek advice from independent advisors at the Company's expense.

You are authorised to take independent professional advice in furtherance of your duties at the Company's expense, either through myself, or where appropriate directly. In this connection, any commitment to expenditure in excess of £10,000 should be cleared by myself in advance.

I should be grateful if you would confirm your acceptance of the above terms by duly signing and returning the enclosed copy letter to me.

Yours sincerely

Sir Richard Lapthorne
Chairman

Enclosures



I hereby confirm acceptance of the terms of my appointment as a Non-executive Director of
Cable & Wireless Communications Plc


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Barbara Thoralfsson

Date: 
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