



Dear Mr. John Risley,

Appointment as a 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 of the Company with effect from the date of this letter (the "**Appointment Date**").

I am therefore writing to set out the terms of your appointment. As you know, as you are not an employee of the Company, this is a contract for services and not a contract of employment.

Appointment

Your appointment will be for an initial period of 3 years from the Appointment Date and thereafter may be extended on an annual basis, though I would not usually expect total service of a Director to exceed 9 years.

As at the Appointment Date, I expect the Board to comprise, in addition to me, as Chairman, ten directors (comprising Phil Bentley as CEO, Perley McBride as CFO, Brendan Paddick, Thad York and you as non-executive directors and five independent non-executive directors), though during any transitional arrangements (to cover overlaps and similar arrangements), the Board may include one extra non-executive director for a maximum period of three months.

As with all of us as Directors and unless otherwise expressly stated in this letter, your appointment is subject to the Company's Articles of Association and nothing in this letter shall be taken to exclude or vary the terms of the Articles of Association as they apply to you as a Director of the Company.

In accordance with the Articles of Association, you will be required to stand for election by the shareholders at the first Annual General Meeting following your appointment. All Directors are also required to seek re-election annually in accordance with the UK Corporate Governance Code and therefore we do so. It is my Board's practice to unanimously recommend to its shareholders that they vote in favour of all resolutions proposed by the Directors at the Annual General Meeting and this will apply to the resolution seeking your re-election in the same way as all other Directors.

Committees

You will be a member of, and serve on, the Nomination Committee.

You will also receive notice of the meetings of the Remuneration Committee and the Audit Committee, including all relevant papers distributed for such meetings, at the same time as

such notice is given, and those papers provided, to the members of those Committees. You will be expected to attend and participate in all meetings of the Remuneration Committee and the Audit Committee and the respective chairmen of those Committees will take account of your views and opinions. This is the same as all the other Directors, including me, who are not members of those Committees.

The terms of reference of the Audit, Nomination and Remuneration Committees are enclosed with this letter.

You have also agreed to work with me, Phil Bentley (as Group CEO) and Brendan Paddick on the Integration Committee formed as part of the acquisition of Columbus International Inc. We have discussed the Integration Committee separately and, as you know, I see it is a key part of the successful integration of the two businesses.

In line with all Directors, you will of course also have access to the Group CEO and members of the wider executive team for information regarding the Group and our business in order to support your role as a Director.

Time Commitment

I anticipate a time commitment of a minimum of two days per month. This will include attendance at scheduled Board meetings, the Committee to which you are appointed and those to which you are invited 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.

Given your important role on the Integration Committee, I would though expect that your commitment will in practice be more than the minimum two days per month.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role.

Fees

You will be paid a fee of an amount equivalent to the fee paid to each of the non-executive directors of the Company gross per annum in accordance with the Company's remuneration policy for non-executive directors, which will be paid in equal instalments monthly in arrears and will be subject to annual review by the Board. As at the Appointment Date, such amount is £65,000 per annum.

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. However, as you are

not an employee of the Company, you will not be eligible to participate in any of the Company's executive remuneration programmes and you will not receive any pension benefits.

I am now required to deal with a few matters of a more formal and general nature.

Conduct

By accepting this appointment you 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 the policies of the Company in force from time to time.

Termination

Unless otherwise expressly stated in this letter, your appointment is subject to the Company's Articles of Association generally and may be terminated forthwith without any entitlement to compensation if:

- (A) you are not re-elected at an Annual General Meeting or other shareholder meeting of the Company where you offer yourself for election or re-election;
- (B) you are required to vacate office for any reason pursuant to the Company's Articles of Association; or
- (C) you are removed as a Director for any wilful or material breach of the provisions of this letter or law or regulation applicable to you as a Director (including but not limited to the express and implied duties or obligations of your appointment as a Director) or you are otherwise required to vacate office under any applicable law.

The foregoing provisions do not affect in any way the rights of your proposer as a Director that are set out in the put option deed, a copy of which is set out in the Appendix, which rights will continue in accordance with their terms. I can confirm that the Company will comply with its obligations under such provisions of the put option deed.

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, other than pursuant to any such rights your proposer may have under the put option deed between your proposer and the Company dated the same date as the Appointment Date, 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

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. If you

propose to invest in any business which is in direct competition with the business carried on by the Cable & Wireless Communications Group you will be mindful of your fiduciary duties in relation to conflicts of interest and the conflicts provisions set out in the Company's Articles of Association.

You also acknowledge and accept that you will not attend, participate in or vote on discussions of the Board regarding any dispute or potential dispute relating to the share purchase agreement for the Company's acquisition of Columbus International Inc. dated 6 November 2014, any other agreements entered into in connection with that agreement or the transactions effected thereby.

The conflicts provisions set out in the Company's Articles of Association will, of course, apply to you in the same way as the other Directors. 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 me or the Company Secretary as soon as possible.

Confidentiality

Save as set out under the heading "Conflicts" above, you will be entitled to receive the same information as the other Directors and, in addition, request further information from the Company that you reasonably require for the performance of your duties or the purposes of your or your proposer's tax, accounting and similar affairs. As noted above, you also have access to the Group CEO and members of the wider executive team for information regarding the Group and our business in your role as a Director.

You acknowledge that the information acquired during your appointment is confidential to the Company. 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. You should avoid making any public statements that might risk a breach of these requirements without prior clearance from either me, as Chairman, or the Company Secretary. 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 confidential Company information in any format whatsoever.

Our policy is that you do not make or issue any press, radio or television statement, or publish or submit 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, please discuss it with me, as 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, for all Directors, 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

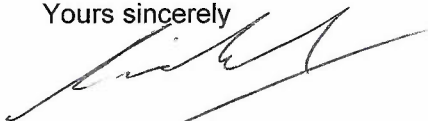
Occasions may arise when you consider that you need professional advice in furtherance of your duties as a Director of the Company. Circumstances may occur when it is appropriate for you to seek advice from independent advisors at the Company's expense.

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

I am delighted that you have agreed to become a Non-executive Director of the Company and look forward to working with you as a fellow Director and to welcoming you to the Board of the Company.

I would therefore 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 Laphorne
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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John Risley

Date:

Appendix: Final Form Put Option Deed

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