

SERVICE AGREEMENT

DATED [] **2013**

CABLE & WIRELESS LIMITED

and

PHILLIP BENTLEY

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THIS AGREEMENT shall take effect on 1 January 2014 (**Effective Date**)

BETWEEN:

- (1) **CABLE & WIRELESS LIMITED** (registered number 238525) whose registered office is at 3rd Floor, 26 Red Lion Square, London WC1R 4HQ (**Company**); and
- (2) **PHILLIP BENTLEY** of 6 Waldegrave Park, Twickenham, Middlesex, TW1 4TE (**Executive**).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement:

Appointment means the appointment described in sub-clause 2.1;

Board means the directors of CWC or of a committee of the directors duly appointed for the purpose in question, from time to time;

Chairman means the Chairman of CWC;

CWC means Cable & Wireless Communications Plc;

Employment Term means the period commencing on the Effective Date and terminating on the date that the Executive's employment terminates in accordance with the provisions of sub-clause 2.8 or 2.9 or clause 16;

FCA means the Financial Conduct Authority;

Group means the Company, any holding company of the Company and any subsidiary of the Company or its holding company, and **Group Company** means any one of them;

Holding company shall have the meaning given by section 1159 of the Companies Act 2006;

Recognised Investment Exchange means a relevant EEA market as defined in, or a market established under, the rules of any investment exchange specified in Schedule 3 to the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001;

Subsidiary shall have the meaning given by section 1159 of the Companies Act 2006;

UK Listing Authority means the FCA, acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000; and

Working Day means a day other than a Saturday, Sunday or bank or other public holiday in England.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

- 1.3 The headings in this agreement are for convenience only and do not affect its interpretation.

2. APPOINTMENT AND DURATION

2.1 The Company shall employ the Executive and the Executive shall serve CWC as Chief Executive Officer (CEO) and as an Executive Director throughout the Employment Term, subject to the terms and conditions detailed in this agreement. The Executive will devote his time, attention and skill as is necessary for the proper and efficient discharge of his duties hereunder. He shall faithfully and diligently perform such duties and exercise such powers as may reasonably be assigned to or vested in him by the Board. To the extent that is appropriate for a CEO and Executive Director he shall use his best endeavours to further the interests of the Group.

2.2 The Company reserves the right to:

- (a) assign to the Executive duties of a different nature either additional to, or instead of, those referred to in sub-clause 2.1; and
- (b) require the Executive to perform services for, or hold office in, any Group Company without further remuneration (unless otherwise agreed).

However, the Executive will not be assigned duties or required to hold office or perform services which he cannot reasonably perform, or which are inconsistent with his role as a CEO or an Executive Director of CWC.

2.3 The Executive will report into the Chairman. The Executive shall comply with the reasonable and lawful orders of the Chairman for the time being of CWC or given by or with the authority of the Board of Directors and shall comply with all of CWC's rules, regulations, policies and procedures from time to time in force, as are applicable to him, including CWC's Ethics and Anti-Bribery policies.

2.4 The Executive warrants that he is entitled to work in the United Kingdom and that he is not aware of any reason that he would be ineligible to be granted a visa to work in the United States of America. Should such entitlement or eligibility cease at any time during his employment with the Company, the Executive will notify the Company immediately.

2.5 The Executive warrants that he is not subject to any restrictions which prevent him from holding office as a director.

2.6 Subject to sub-clauses 2.4 and 2.5 the Executive will be employed by the Company as CEO of CWC and as an Executive Director of CWC, or in such other capacity within the Group as the Company may from time to time require, on the terms set out in this agreement.

2.7 This agreement will take effect on the Effective Date which for the avoidance of doubt is 1st January 2014.

2.8 In addition to the termination provisions set out in clause 15, this agreement may be terminated by either party giving to the other party not less than 12 months' notice in writing. Such notice may be served at any time. In the event that the Executive serves notice to take effect at the age of 60 and declares that he intends to cease full time employment, this will be considered to be departing on the grounds of early retirement and the Executive will receive good leaver status with regards to annual bonus and unvested LTIP awards, subject always to the Remuneration Committee's discretion as to the extent to which the performance conditions of any relevant plan/ scheme have been achieved.

- 2.9 The Company shall be entitled at its absolute discretion to terminate the Executive's employment on no notice or less than full notice by paying a sum equivalent to basic salary due under clause 5.1 hereof in lieu of the notice period or any part thereof unexpired at the time of such payment . In the event that the contract is not terminated for cause, the Executive will also be eligible to a pro-rated bonus for the period of any financial year employed, subject always to the Remuneration Committee's discretion as to the extent to which the performance conditions have been achieved and will be treated as a good leaver with regards to any unvested LTIP awards.
- 2.10 The Executive represents and warrants to the Company that, by entering into this agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations.

3. EXECUTIVE'S DUTIES

During the period of this agreement the Executive shall:

- (a) comply with the articles of association (as amended from time to time) of any Group Company of which he is a director;
- (b) abide by any statutory, fiduciary or common law duties to any Group Company of which he is a director;
- (c) not do anything that would cause him to be disqualified from acting as a director;
- (d) do such things as are necessary to ensure compliance by himself and any relevant Group Company with The UK Corporate Governance Code of the Financial Reporting Council (as amended from time to time);
- (e) comply with all requirements, recommendations or regulations, as amended from time to time, of the UK Listing Authority (including the Model Code for transactions in securities by directors and certain senior executives of listed companies, a copy of which is available from the Company Secretary the FCA and all regulatory authorities relevant to any applicable Group Company and any code of practice issued by the Company or any Group Company (as amended from time to time) relating to dealing in the securities of any Group Company;
- (f) comply with the requirements under both legislation and regulation as to the disclosure of inside information;
- (g) unless prevented by ill-health or accident or otherwise directed by the Board, devote the whole of his time during normal business hours to his duties under this agreement and such additional time as is necessary for the proper fulfilment of those duties;
- (h) diligently exercise such powers and perform such duties as may from time to time be assigned to him by CWC, the Chairman or the Board;
- (i) comply with all reasonable and lawful directions given to him by CWC, the Chairman or the Board;

- (j) promptly make such reports to the Chairman or the Board in connection with the affairs of any Group Company on such matters and at such times as are reasonably required;
 - (k) use his best endeavours to promote, protect, develop and extend the business of any Group Company;
 - (l) consent to any Group Company monitoring and recording any use that he makes of the Group's electronic communications systems for the purpose of ensuring that the Group's rules are being complied with and that the systems are being used for legitimate business purposes; and
 - (m) comply with any electronic communication systems policy that the Group may issue from time to time.
- 3.2 The Board may suspend all or any of the Executive's duties and powers for such periods and on such terms as it considers expedient and this may include a term that the Executive must stay away from all or any of the Group's premises and/or will not be provided with any work and/or will have no business contact with all or any of the Group's agents, employees, customers, clients, distributors and suppliers. During any period of suspension the Executive's employment will continue and the Executive will continue to be bound by his obligations under this agreement and his general duties of fidelity and of good faith.
- 3.3 This agreement acknowledges the right of the Employee to hold a non-executive directorship of one other Company for the duration of his employment with CWC. Additional non-executive directorships will require the prior written approval of the Chairman.
- 3.4 The Executive must not be a holder or beneficial owner (for investment purposes only) of any class of securities in a company if those securities are listed or dealt in on a Recognised Investment Exchange and the Executive (together with his spouse, children and parents) neither holds nor is beneficially interested in more than 5% of the securities of that class.

4. PLACE OF PERFORMANCE AND HOURS OF WORK

- 4.1 The Executive's normal places of work shall be the Group's premises in Miami and London and he will be required to travel abroad regularly. The Executive's time will be split so that on average he spends two weeks per month in Miami (or at one or more of the Group's operating locations), one week in London and one week commuting to Miami Monday through Thursday. The cost of the Executive's travel in accordance with this sub-clause 4.1 will be met by the Company in accordance with sub-clause 7.1.
- 4.2 There are no fixed working hours. The Executive is required to work such hours as are reasonably necessary for the efficient discharge of the duties of his employment. Overtime pay is not applicable. The Executive recognises that on account of his autonomous decision taking powers, the duration of his working time is not measured or predetermined and therefore he falls within the exemption set out in Regulation 20 of the Working Time Regulations 1998.

5. SALARY AND BONUS

- 5.1 The Company will pay the Executive a salary of £800,000 per annum. The salary will be payable monthly in arrears by equal instalments, less any deductions required by law.
- 5.2 The Executive will be eligible to participate in CWC's annual bonus plan up to a maximum bonus opportunity of 150% of salary set out in clause 5.1 above. The bonus is at the discretion of the Board and subject to the rules of any scheme in force at the time. 50% of any bonus in a financial year is deferred into CWC shares in accordance with the rules of the Cable & Wireless Communications 2011 Deferred Bonus Plan, and subject to claw back for one year.

- 5.3 Any bonus payment to the Executive shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this agreement. Payment of a bonus to the Executive in one year shall confer no right on the Executive to receive a bonus in any other year.
- 5.4 Notwithstanding sub-clause 5.2, the Executive shall have no right to a bonus or a time-apportioned bonus if he resigns or is dismissed for cause (defined as gross misconduct/ dismissal, wilful misconduct, gross negligence or a material breach of fiduciary duty) during the relevant financial year of the Company. In the event that the Executive leaves for any other reason not detailed above, the Executive will be eligible to a time pro-rated bonus for the period of any financial year employed, subject always to the Remuneration Committee's discretion as to the extent to which the performance conditions have been achieved.

6. LONG TERM INCENTIVES AND SHAREHOLDING GUIDELINES

- 6.1 At the earliest opportunity upon joining CWC, the Executive will be granted an award under the Cable & Wireless Communications 2011 Performance Share Plan equal to 3 x the Executive's salary on grant. The shares will vest after three years subject to the achievement of the conditions explained below. Two thirds (2/3rds) of the award will vest on the third anniversary of the date of grant (relating to the financial years 2014/15 and 2015/16) and the remaining one third (1/3rd) will vest immediately after the announcement of the 2016/17 preliminary results (relating to financial year 2016/17). In the event of a change of control (as detailed in clause 20 below), and loss of employment from both CWC and/or the acquiring entity at the point of transfer of ownership, the performance on these shares will be assessed and the Committee will determine the extent to which the shares vest and whether time pro-rating will apply.
- 6.2 The performance condition to be applied to the award detailed in sub-clause 6.1 above, will be the achievement of a bonus payment in each of the financial years 2014/15, 2015/16 and 2016/17. Typically a bonus would not be paid in circumstances where minimum financial targets were not achieved and/or where a significant negative event occurred such as a failure to pay a dividend. In the event that a bonus were not payable in a financial year, the number of shares vesting would be reduced by one third for each year in which the conditions were not met.
- 6.3 In consideration of the grant of the initial award of shares as detailed in sub-clause 6.1, the Executive agrees to purchase shares in CWC up to a minimum of 2 x his salary within six months of joining CWC or within 30 days of the grant of the initial award, whichever is the later.
- 6.4 The Executive will also be eligible to participate in annual awards of performance shares of 2 x his salary in accordance with the Cable & Wireless Communications 2011 Performance Share Plan or any successor plan, subject to their terms, which may be altered from time to time as determined by the Board or the Remuneration Committee, in its discretion. The first annual grant after joining will be after the preliminary 2013/14 financial results.
- 6.5 Under the Company's share ownership guidelines the Executive will be required to accumulate a shareholding in CWC of 4 x his salary, such requirement to be satisfied from retention by the Executive of any vested awards in the Company. The shares purchased on joining detailed in sub-clause 6.3 above, will count towards that shareholding.

7. EXPENSES

- 7.1 The Company will reimburse the Executive (on production of such evidence as it may reasonably require) the amount of all travelling and other expenses properly and reasonably incurred by him in compliance with applicable Group policies in the discharge of his duties.

- 7.2 Any credit card supplied to the Executive by the Company shall be used only for expenses incurred by him in the course of his employment duties.

8. PENSIONS

- 8.1 The Company will pay the Executive a gross cash allowance equal to 25% of salary per annum in lieu of participating in a Group pension plan, such payment to be paid monthly in arrears by equal instalments.

9. INSURANCES

- 9.1 The Executive is entitled to membership of the following schemes (each referred to below as an **insurance scheme**):

- (a) medical expenses insurance schemes for both the UK and USA;
- (b) a salary continuance on a long-term disability insurance scheme;
- (c) a personal accident insurance scheme; and
- (d) a life insurance scheme.

- 9.2 The Executive is entitled to the benefit of the indemnity contained in the Indemnity Deed Poll Instrument executed by CWC on 26 January 2010 and as provided for in Article 145 of CWC's Articles of Association and is also entitled to the benefit of cover under such insurance policy covering the Group's directors and officers in respect of liabilities incurred in the course of carrying out their duties as may be maintained by the Group from time to time.

- 9.3 Participation in any insurance scheme is subject to:

- (a) the terms of the relevant insurance scheme, as amended from time to time;
- (b) the rules or the insurance policy of the relevant insurance provider, as amended from time to time; and
- (c) the Executive satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which CWC considers reasonable.

Full details of the insurance schemes are available from the Company Secretary.

- 9.4 No Group Company will have any liability to pay any benefit to the Executive under any insurance scheme unless it receives payment of the benefit from the insurer. If the insurer refuses for any reason to provide the benefit to the Executive no Group Company shall be liable to provide to the Executive any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.

- 9.5 Any insurance scheme or policy is subject to the relevant Group Company's right at its sole discretion to alter the cover provided or any term of the scheme or to cease to provide (without replacement) the scheme or cover at any time.

10. US BENEFITS

Whilst in Miami, the Company will provide the Executive with appropriate accommodation, and settle utility bills and relevant property services costs/ maintenance. In addition the Company will provide the Executive

with a suitable rental vehicle. Any taxable benefit attributable to both the accommodation and a car in the USA, will be paid by the Company.

The Company will also pay for 4 business class return flights to Miami per annum for each member of the Executive's immediate family, and any taxable benefit that these flights may incur.

11. TAX PLANNING SUPPORT

The Company will reimburse the Executive for his costs incurred in obtaining financial and/or tax planning advice up to an aggregate amount of £20,000 per annum, subject to provision to the Company of satisfactory proof of such costs.

12. MEDICAL AND SICKNESS

12.1 The Company may at any time require the Executive to be examined by a medical adviser nominated by the Company. The Executive consents to the medical adviser disclosing the results of the examination to the Company and will provide the Company with formal consents as may be necessary for this purpose.

12.2 Provided the Executive complies with the Company's standard rules on notification of absence due to illness or injury (as amended from time to time) and without prejudice to the Company's right to terminate the employment pursuant to Clauses 2.8 and 16.1 (a) of this agreement, he shall be paid and receive his contractual benefits during any absence from work due to illness or injury for an aggregate of 130 Working Days in any period of 12 months provided however that such payment shall include any statutory sick pay to which he is entitled. No payment of salary will be made in respect of any subsequent period of absence but if the Executive is eligible, benefits may be payable under the insurance scheme referred to in sub-clause 9.1(b).

12.3 If the Executive is incapable of performing his duties by reason of injury sustained wholly or partly as a result of negligence, or breach of any duty on the part of a third party and the Executive recovers an amount by way of compensation for loss of earnings from that third party, he will pay to the Company a sum equal to the amount recovered or, if less, the amount paid to him by the Company under sub-clause 12.2 in respect of the relevant period of absence as a result of that injury.

13. UK CHAUFFUER AND CAR

The Executive will be provided with a car and chauffeur in the UK. These benefits will be reported on a P11d and any benefit in kind taxes due each tax year will be paid by the Executive.

14. HOLIDAYS

14.1 The Company's holiday year runs from 1st January to 31st December (**Holiday Year**). The Executive is entitled to 30 days' holiday with pay in addition to all Bank Holiday and Public Holidays being observed in the UK. If the Executive's employment commences part way through the Holiday Year, his holiday entitlement will be on a pro rata basis for the first year of his employment.

14.2 Any entitlement to holiday remaining at the end of a Holiday Year cannot be taken in subsequent Holiday Years without the prior written consent of the Chairman.

14.3 The Company reserves the right to require the Executive to take any outstanding holiday during any period of notice of termination of employment or to make a payment in lieu of that outstanding holiday. If, at the date of termination of employment, the Executive has taken more holiday than he has accrued the Company may

deduct an appropriate amount from any payments due to the Executive. Deductions and payments in lieu of holiday are to be calculated on the basis that one day's holiday is equal to 1/260 of the Executive's salary.

15. CONFIDENTIAL INFORMATION

15.1 The Executive must not make use of or divulge to any person, and must use his best endeavours to prevent the use, publication or disclosure of, any Confidential Information:

- (a) concerning the business of any Group Company and which comes to his knowledge during the course of or in connection with his employment or his holding any office within the Group from any source within the Group; or
- (b) concerning the business of any person having dealings with any Group Company and which is obtained directly or indirectly in circumstances in which the relevant Group Company is subject to a duty of confidentiality in relation to that information.

This clause does not apply to information which:

- (a) is used or disclosed in the proper performance of the Executive's duties or with the prior written consent of the relevant Group Company;
 - (b) is ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law.
- 15.3 The Executive shall not induce or seek to induce, by any means involving the use, misuse or disclosure of Confidential Information, any customer or supplier to cease dealing with the Group or to vary the terms upon which they do so.
- 15.4 The Executive shall, during the Appointment, use his reasonable endeavours to prevent the unauthorised use or disclosure of any Confidential Information whether by another officer, employee or agent of the Group or otherwise and shall be under an obligation promptly to report to the Group any such unauthorised use or disclosure which comes to his knowledge.
- 15.5 The Executive shall not, during the Appointment or at any time thereafter make, except for the benefit of the Company or any Group Company, any copy, record or memorandum (whether or not recorded in writing or on computer disk or tape) of any Confidential Information and any such copy record or memorandum made by the Executive during the Appointment shall be and remain the property of the relevant Group Company and accordingly shall be returned by the Executive to the relevant Group Company on termination of the Appointment or when required to do so by the relevant Group Company.
- 15.6 The Executive shall not other than in the ordinary course of the Appointment without the prior written consent of the Board either directly or indirectly publish any opinion, fact or material or deliver any lecture or address or participate in the making of any film, radio broadcast or television transmission or communicate with any representative of the media or any third party relating to:
- (a) the business or affairs of any other Group Company or to any of its or their officers, employees, customers, clients, suppliers, distributors, agents or shareholders; or
 - (b) the development or exploitation of any Intellectual Property Rights, including Confidential Information.

15.7 Each of the restrictions in each sub-clause of this clause 15 will be enforceable independently of each of the others and its validity will not be affected if any of the others are invalid. If any of those restrictions are void but would be valid if some part of the restriction were deleted, the restriction in question will apply with such modification as may be necessary to make it valid.

16. TERMINATION OF EMPLOYMENT

16.1 If the Executive:

- (a) is unable properly to perform his duties by reason of ill-health, accident or otherwise for a period or periods aggregating at least 130 Working Days in any period of 12 consecutive months; or
- (b) in the reasonable opinion of the Board fails or neglects efficiently and diligently to discharge his duties, including his duties under Chapter 2 of part 10 of the Companies Act 2006, or is guilty of any serious or repeated breach of his obligations under this agreement; or
- (c) is guilty of serious misconduct or any other conduct which affects or in the reasonable opinion of the Board is likely to affect prejudicially the interests any Group Company or is convicted of an arrestable offence (other than a road traffic offence for which a non-custodial penalty is imposed); or
- (d) becomes bankrupt or makes any arrangement or composition with his creditors; or
- (e) is disqualified from being a director of any company; or
- (f) resigns as a director without prior consent; or
- (g) is guilty of any breach or non-observance of any code of conduct, rule or regulation referred to in sub-clause 3.1 or fails or ceases to be registered (where such registration is, in the opinion of the Board, required for the performance of his duties) by any regulatory body in the United Kingdom or elsewhere; or

the Company may by written notice to the Executive terminate this agreement with immediate effect.

16.2 The Company may, in its sole and absolute discretion (whether or not any notice of termination has been given under sub-clause 2.8), terminate this agreement at any time and with immediate effect by giving notice in writing to the Executive that the company is exercising its rights pursuant to this sub-clause 16.2. If the Company elects to terminate the Executive's employment in this way, subject to satisfactory completion of exit paperwork, it will make a payment in lieu of notice (**Payment in Lieu**) equal to the basic salary (as at the date of termination) which the Executive would have been entitled to receive under this agreement during the notice period referred to in sub-clause 2.8 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. Whilst the payment in lieu does not include a bonus payment, in accordance with clause 5.4 above, provided the termination is not on the basis of the Executive resigning or for cause, then the Executive will be eligible to a time pro-rated bonus for the period of any financial year employed up until the termination date, subject always to the Remuneration Committee's discretion as to the extent to which the performance conditions have been achieved, and will be treated as a good leaver with regards to any unvested LTIP awards. After the date of termination, all benefits will cease with the exception of life cover and medical insurance which will continue for a period of up to 6 months or earlier if a new job is commenced, and the Company will pay any costs associated with the early termination of housing and car rental leases in the US.

16.3 The Payment in Lieu shall be in full and final satisfaction of the Executive's claims under this agreement and the Executive shall, if requested, sign a release in a form acceptable to the Company.

16.4 The Company may pay any sums due under sub-clause 16.2 in equal monthly instalments until the date on which the notice period referred to in sub-clause 2.8 would have expired if notice had been given (the **Payment Period**).

16.5 If notice to terminate this agreement has previously been given prior to the Company exercising its rights under sub-clause 16.2, the Payment Period and the Payment in Lieu shall be reduced pro rata.

16.6 The Executive shall take all reasonable steps to obtain alternative employment. If the Executive obtains alternative employment or an alternative engagement during the Payment Period any further monthly instalments of the Payment in Lieu will be reduced on a pro rata basis by any payment or remuneration in respect of this employment or the provision of the Executive's services during the Payment Period or relating to the Payment Period.

16.7 The Payment in Lieu is conditional on the following:

as a full-time Chief Executive or equivalent

(a) the Executive informing the Company immediately in the event ~~that he receives, or has a right to receive, remuneration from any source in respect of his employment or the provision of his services~~ during the Payment Period or relating to the Payment Period ("remuneration" shall include any salary, fee or other benefit); and

(b) the Executive providing the Company with such information as it may reasonably request in relation to the steps taken by him to mitigate his loss.

16.8 The Executive shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in sub-clause 16.2. Nothing in this sub-clause 16 shall prevent the Company from terminating the Appointment in breach.

16.9 The Company may suspend any of the Executive's duties and powers during any period after notice of employment has been given. In addition, the Company may during the whole or any part of the notice period exclude the Executive from the Group's premises or require the Executive to perform modified duties.

16.10 On the termination of this agreement or at the request of the Board on either party giving notice to terminate this agreement, the Executive will immediately:

(a) resign all offices held by him in any Group Company;

(b) deliver to the Company all other property in his possession, custody or under his control belonging to any Group Company including (but not limited to) computers and any other electronic devices, business cards, credit and charge cards, security passes, original and copy documents or other media on which information is held in his possession relating to the business or affairs of any Group Company; and

(c) transfer (without payment) to the Company (or as the Company may direct) any qualifying or nominee shares provided by it or any third party in any Group Company to him.

(d) If, during his employment, the Executive participates in a share incentive scheme, the Executive will not have any claim for damages for breach of this agreement or compensation under any statutory provision.

If the Executive's rights or benefits under the scheme are affected by the termination of his employment, his rights will be determined solely in accordance with the rules of the relevant scheme.

17. PROTECTIVE COVENANTS

17.1 In this clause:

- (a) **Relevant Period** means the Employment Term and the period of 12 months, to run consecutively, beginning on the last day of the Employment Term;
- (b) **Territories** means the United States of America; Panama; all countries within Central & South America, and all countries within the Caribbean; and
- (c) references to the Company or another Group Company include its successors in business if the succession occurs after the last day of the Employment Term.

17.2 The Executive covenants with the Company that he will not during the Relevant Period be concerned in any capacity (other than as a holder of securities as referred to in sub-clause 3.4) in any business which is carried on in any of the Territories and which is competitive or likely to be competitive with any business of the Group and which is carried on by the Company or another Group Company or in respect of which the Group has plans to operate as at the end of the Employment Term.

17.3 The Executive covenants with the Company that, during the Relevant Period, he will not directly or indirectly on his own account or on behalf of or in conjunction with any person, deal with, canvass or solicit business or custom for goods of a similar type to those being sold or dealt in or services similar to those being provided by any Group Company at the end of the Employment Term, from any person who has been at any time during the Relevant Period a customer of any Group Company.

17.4 The Executive covenants with the Company that, during the Relevant Period, he will not directly or indirectly on his own account or on behalf of or in conjunction with any person induce or attempt to induce any supplier of any Group Company or distributor of any Group Company's products or services, to cease to supply, or to restrict or vary the terms of supply to, any Group Company or to cease to distribute any of any Group Company's products or services or restrict or vary the terms of the distributorship or otherwise interfere with the relationship between a supplier or distributor and any Group Company.

17.5 The Executive covenants with the Company that he will not directly or indirectly on his own account or on behalf of or in conjunction with any person during the Relevant Period induce or attempt to induce any employee to leave the employment of any Group Company (whether or not this would be a breach of contract by the employee).

17.6 If the Company exercises its right to suspend the Executive's duties and powers under sub-clause 16.9, the period of the suspension will reduce the period specified in the covenants in sub-clauses 17.2 through 17.5.

17.7 Each of the restrictions in sub-clauses 17.2 through 17.5 is enforceable independently of each of the others and its validity is not affected if any of the others is invalid. If any of those restrictions is void but would be valid if some part of the restriction (including part of any of the definitions in sub-clause 17.1) were deleted, the restriction in question applies with such modification as may be necessary to make it valid.

- 17.8 The Executive acknowledges that his senior position with the Group gives him access to and the benefit of confidential information vital to the continuing business of the Group and influence over and connection with the Group's customers, suppliers, distributors, agents, employees, workers, consultants and directors and those of any Group Company in or with which the Executive is engaged or in contact and acknowledges and agrees that the provisions of this clause are reasonable in their application to him and necessary but no more than sufficient to protect the interests of the Group.
- 17.9 If any person offers to the Executive any arrangement or contract which might or would cause the Executive to breach any of the covenants in this clause 17, he will notify that person of the terms of this clause.

18. INTELLECTUAL PROPERTY

18.1 For purposes of this agreement, the following definitions apply:

- (a) **Intellectual Property Rights** means (i) copyrights, moral rights, patents, inventions, know-how, Confidential Information, database rights, brands, business names, and rights in trademarks, service marks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, and registrations for any of the same, and any renewals, reissues, extensions, continuations or divisions thereof; (iii) rights to use such assets listed in (i) and (ii) under licenses, consents, orders, statutes or otherwise; and (iv) all other intellectual property rights and equivalent or similar forms of protection now or hereafter existing anywhere in the world.
- (b) **IP Materials** means all documents, software, photographic or graphic works of any type, and other materials in any medium or format which are created by or on behalf of the Executive in the course of performing his obligations under this agreement and which are protected by or relate to Intellectual Property Rights.
- 18.2 Any Intellectual Property Rights created by the Executive or arising in the course of his employment or his performing his obligations under this agreement shall belong to and vest in the Company.
- 18.3 To the extent that ownership of Intellectual Property Rights does not vest in the Company by operation of law, the Executive hereby assigns to the Company its entire right, title and interest in all Intellectual Property Rights which arise in the course of performing his obligations under this agreement (including all present and future copyright, and copyright revivals and extensions). This assignment shall take effect upon the creation of each of the Intellectual Property Rights but if for any reason this does not occur, he agrees that he will hold all such Intellectual Property Rights on trust for the benefit of the Company until such time as it does.
- 18.4 The Executive agrees to sign all documents and do all other acts which the Company requests (at its expense) to enable the Company to enjoy the full benefit of this clause 18. This includes joining in any application, which may be made by the Company's sole name for registration of any Intellectual Property Rights (such as a patent, trade mark or registered design), and assisting the Company in defending and enforcing such rights during and after the employment (at the Company's expense).
- 18.5 Without prejudice to the generality of Clause 15 (Confidential Information), the Executive may only use the Intellectual Property Rights and IP Materials to perform his obligations under this agreement, and shall not disclose any Intellectual Property Rights or IP Materials to any third party without the express prior written consent of the Company.

- 18.6 The Executive waives all moral rights in IP Materials to which he may otherwise be entitled under the law of any relevant jurisdiction and which cannot be vested or assigned pursuant to clause 18.2 or 18.3. To the extent that any moral rights cannot be waived under the laws of any relevant jurisdiction, the Executive agrees that he will not enforce such rights.
- 18.7 The Executive shall immediately transfer to the Company all IP Materials in his possession or under his control when this agreement expires or terminates for any reason, or at any time when the Company requests transfer. No copies or other record of any IP Materials may be retained by the Executive except with the prior written consent of the Company.
- 18.8 The Executive understands and accepts that the remuneration and benefits provided to it by the Company in accordance with this agreement constitutes sufficient consideration to the Executive for the performance of its obligations under this clause 18 including, for the avoidance of doubt, the waiver of or covenant not to assert any moral rights that it may have.
- 18.9 This clause, and the rights and obligations of the parties contained therein, shall survive expiry of this agreement, or its termination, for any reason.

19. RECONSTRUCTIONS

If the Company is to be wound up for the purpose of a reconstruction or amalgamation or the Company transfers all or a substantial part of its business to another company and the Executive is offered employment by the reconstructed or amalgamated or transferee company on similar terms to the terms of this agreement, the Executive will have no claim against the Company in respect of the termination of his employment under this agreement.

20. CHANGE OF CONTROL

If either:

- (a) CWC comes under the control of any person or persons acting in concert (as those terms are defined for the time being in the City Code on Takeovers and Mergers) not having control of CWC at the date of this agreement; or
- (b) the person or persons having the right to control, directly or indirectly, a majority of the votes which may ordinarily be cast at general meetings of CWC or the right to control the composition of the Board, cease to have those rights,

the Company may by one month's written notice to the Executive terminate this agreement but without prejudice to any other rights of the Company or the Executive, including the Executive's rights pursuant to sub-clause 16.2.

21. DATA PROTECTION

- 21.1 The Executive confirms he has read and understood the Company's data protection policy, a copy of which is available from the Company Secretary.
- 21.2 The Executive shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of any Group Company.

- 21.3 The Executive consents to any or all Group Companies processing data relating to the Executive for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to the Executive, including, as appropriate:
- (a) information about the Executive's physical or mental health or condition in order to monitor sick leave and take decisions as to the Executive's fitness for work;
 - (b) the Executive's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
 - (c) information relating to any criminal proceedings in which the Executive has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 21.4 The Company may make such information available to any Group Company, those who provide products or services to any Group Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of any Group Company or the business in which the Executive works.
- 21.5 The Executive consents to the transfer of such information to any Group Company and any Group Company's business contacts outside the European Economic Area in order to further its or their business interests even where the country or territory in question does not maintain adequate data protection standards.

22. STATUTORY PARTICULARS AND MISCELLANEOUS PROVISIONS

- 22.1 The Company confirms that no collective agreement entered into by any Group Company affects the Executive's entitlements under this agreement.
- 22.2 If the Executive is dissatisfied with a dismissal or disciplinary decision or seeks to redress any grievance relating to his employment, he should raise this in the first instance with the Chairman. If the matter is not satisfactorily resolved, the Executive should then apply in writing to the Board and the Board, or a sub-committee nominated by the Board, will review and respond to the grievance raised.
- 22.3 The Company expects the highest standards of performance and conduct from the members of its Board. Subject to any contractual disciplinary procedure imposed by applicable law, there is no disciplinary procedure applicable to the Executive's employment.
- 22.4 As from the effective date of this agreement all other agreements or arrangements between the Executive and any Group Company relating to the employment of the Executive will cease to have effect and they shall be superseded by this agreement.
- 22.5 The Company confirms that it is not aware of any breaches of behaviour which are in contravention of the Anti-Bribery Act or any matters which may give rise to material reputational damage in any of the Geographies in which the Company operates.

23. GOVERNING LAW AND JURISDICTION

23.1 This agreement is governed by and construed in accordance with English law.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

24. THIRD PARTY RIGHTS

The Company is entering into this agreement on behalf of and for the benefit of each Group Company and it is expressly intended and agreed that each Group Company shall be entitled to exercise the rights granted to the Company under this agreement. With the exception of the Group Companies, no other person who is not a party to this agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties hereto have executed this agreement as a Deed on the date which first appears on page 1.

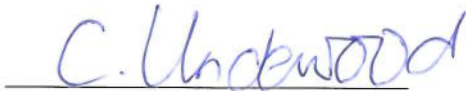
EXECUTED as a Deed by

CABLE & WIRELESS LIMITED

Acting by:



Director



Director/Secretary

EXECUTED as a Deed by



PHILLIP BENTLEY

In the presence of:



Name: S. RAHIM

Address: 46 GLEBE ST.
W4 2BG

Occupation: EXECUTIVE ASSISTANT