

Ref BT/AI/MB

[name]  
[address]

[date]

Dear [first name]

On behalf of the Company, I write to confirm your [re-]appointment as an independent non-executive director of Spirent Communications plc (“the Company”). This letter sets out the main terms of your [re-]appointment.

## **1 Appointment**

- 1.1 Subject to the remaining provisions of this letter, your appointment will be for a term of three years commencing on [date] unless terminated earlier by the Company in accordance with the Company’s Articles of Association or the Companies Act 2006 or you resign by written notice.
- 1.2 Your appointment is subject to the provisions of the Companies Act 2006, general law, the UK Listing Authority’s Listing, Prospectus, Disclosure and Transparency Rules and the Company’s Articles of Association (the “Articles”). 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. Your continued appointment as non-executive director is subject to election by the Company’s shareholders at each Annual General Meeting (“AGM”) and to re-election at any subsequent AGM at which either the Articles require, or the Board resolves, that you stand for re-election. Please note that the Board has resolved to comply with Provision 18 of the UK Corporate Governance Code (the “Code”), whereby all directors should be subject to annual election by shareholders.

If at any AGM during the period of your appointment the shareholders do not re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation (or payment in lieu of notice).

- 1.3 Continuation of your contract of appointment is also contingent on satisfactory performance and any relevant statutory provisions relating to the removal of a director.

- 1.4 Non-executive directors are typically expected to serve two three-year terms but may be invited by the Board to serve for an additional period. Any term renewal is subject to Board review and re-election by shareholders at AGM. Notwithstanding any mutual expectation, there is no right to re-nomination by the Board, either annually or after any three-year period.
- 1.5 The Nomination Committee has proposed and the Board has approved your appointment to each of the Board committees. These are currently the Audit, Nomination and Remuneration committees, the terms of reference for which are available from the Company Secretary.
- 1.6 Notwithstanding paragraphs 1.1-1.5, we may terminate your appointment with immediate effect if you:
  - (a) commit a material breach of your obligations under this letter; or
  - (b) commit any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your duties to the Company, whether statutory, fiduciary or common law); or
  - (c) are guilty of any fraud or dishonesty or acted in a manner which, in the opinion of the Company acting reasonably, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company; or
  - (d) are convicted of any arrestable criminal offence (other than an offence under road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed); or
  - (e) are declared bankrupt or have made an arrangement with or for the benefit of your creditors; or
  - (f) are disqualified from acting as a director; or
  - (g) no longer meet the independence criteria set forth in the UK Corporate Governance Code.
- 1.7 On termination of your appointment, you shall at the request of the Company resign from your office as a director of the Company.
- 1.8 If there are matters which arise which cause you concern about your role you should discuss them with me, in my role as Chairman. If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Company Secretary for circulation to the Board.

## **2 Time commitment**

- 2.1 You will be expected to devote such time as is necessary for the proper performance of your duties and you should be prepared to spend at least 15 to 20 days per year on company business after the induction phase. This is based on preparation for and attendance at scheduled and emergency Board meetings, Board committee meetings, the annual Board strategy meeting and the AGM.

Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined above.

- 2.2 The nature of the role makes it impossible to be specific about the maximum time commitment, and there is always the possibility of additional time commitment in respect of preparation time and ad hoc matters which may arise from time to time, and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings. The Company may also hold Board or committee meetings by telephone or teleconference to minimise travel time where appropriate.
- 2.3 The average time commitment stated in 2.1 may increase should you become a committee chair, or if you are given additional responsibilities. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibility.
- 2.4 By accepting this appointment you confirm that, taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as a non-executive director.

### **3 Duties**

- 3.1 You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience.
- 3.2 You will exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2006, the UK Corporate Governance Code and associated guidance and the UK Listing Authority's Listing, Prospectus and Disclosure and Transparency Rules.
- 3.3 You will have particular regard to the general duties of directors as set out in Part 10, Chapter 2 of the Companies Act 2006, including the duty to promote the success of the company: "A director of a company must act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to –
  - (a) the likely consequences of any decision in the long term,
  - (b) the interests of the company's employees,
  - (c) the need to foster the company's business relationships with suppliers, customers and others,
  - (d) the impact of the company's operations on the community and the environment,
  - (e) the desirability of the company maintaining a reputation for high standards of business conduct, and
  - (f) the need to act fairly as between members of the company."

- 3.4 You will have particular regard to the UK Corporate Governance Code (the “Code”) and associated Guidance on Board Effectiveness in respect of the role of the board and the role of the non-executive director (both of which are available from the Company Secretary).

In your role as non-executive director you will be required to:

- constructively challenge and help develop proposals on strategy;
- scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;
- determine appropriate levels of remuneration of executive directors and have a role in appointing and, where necessary, removing executive directors, and in succession planning;
- devote time to developing and refreshing your knowledge and skills;
- uphold high standards of integrity and probity and support me and the other directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
- insist on receiving high-quality information sufficiently in advance of board meetings; and
- take into account the views of shareholders and other stakeholders where appropriate.

- 3.5 You will be required to exercise relevant powers under, and abide by, the Company’s Articles of Association.

- 3.6 You will be required to exercise your powers as a director in accordance with the Company’s policies and procedures, in particular the Company’s Ethics policy, a copy of which is available from the Company Secretary.

- 3.7 You will disclose any direct or indirect interest which you may have in any matter being considered at a Board meeting or committee meeting and, save as permitted under the Articles, you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest.

- 3.8 You will immediately report to me, as Chairman, your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or director of which you become aware.

- 3.9 Unless specifically authorised to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.

#### 4 **Status of Appointment**

You will not be an employee of the Company and this letter shall not constitute a contract of employment. This letter sets out the only payments you will receive for performing your duties. Accordingly, no other remuneration or benefits will be

provided and, in particular, you will not participate in any of the Company's remuneration or benefit programmes, arrangements, schemes or plans.

## **5 Remuneration and expenses**

- 5.1 Your fees in respect of your appointment as a non-executive director shall be £[xx] gross per annum, which will accrue on a daily basis and be payable monthly on the 6<sup>th</sup> day of each month. All fees will be paid via the UK payroll and are subject to income tax and other statutory deductions.
- 5.2 Non-executive director fees are subject to regular review by the Board and were set for a fixed period of one year with effect from [date].
- 5.3 If for any reason related to your illness, disability or injury, you are unable to carry out your duties, payment of any fee(s) during any period of incapacity will be at the discretion of the Board.
- 5.4 The Company will reimburse you for all reasonable and properly documented expenses you may incur in performing the duties of your office. Such expenses may include travel, subsistence and accommodation costs, with flights for meetings on Company business being reimbursed at business class rates. You should submit details of expenses incurred to the Company Secretary.
- 5.5 On termination of the appointment you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred prior to that date.

## **6 Independence and outside interests**

- 6.1 The Board of the Company has determined you to be independent, taking account of the guidance contained in Provision 10 of the UK Corporate Governance Code.
- 6.2 You have already disclosed to the Board the significant commitments you have outside this role. You should consult me, as Chairman, in advance of any changes to these commitments. In certain circumstances the agreement of the Board may have to be sought before accepting further commitments which might give rise to a conflict of interest or a conflict of any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company.
- 6.3 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. In the event that you become aware of any further potential or actual conflicts of interest, these should be disclosed to me and the Company Secretary as soon as they become apparent and, again, the agreement of the Board may have to be sought.

## **7 Confidentiality**

- 7.1 You will not use or disclose to any person, firm or organisation (except as required by law or to carry out your duties under this letter) any trade secrets, knowhow, business information or other private or confidential information relating to the business, finances or affairs of the Company, or any customer of the Company, or any other information provided to you on the basis that it is confidential. You will use your best endeavours to prevent the unauthorised use or disclosure of any such information. This restriction will continue to apply after your appointment ends without limit in time but will not apply to information which becomes public, unless through unauthorised disclosure by you.

## **8 Price sensitive information and dealing in the Company's shares**

- 8.1 Your attention is drawn to the requirements under both law and regulation regarding the disclosure of price sensitive information, and in particular to the Disclosure and Transparency Rules of the UK Listing Authority and s52 of the Criminal Justice Act 1993 on insider dealing. You should avoid making any statements that might risk a breach of these requirements. If in doubt please contact me or the Company Secretary.
- 8.2 During your period of appointment you are required to comply with the provisions of the EU Market Abuse Regulation in relation to dealing in the Company's listed securities, and any other law or regulation of any competent authority or of the Company from time to time in force which sets out the terms for dealings in the listed securities of the Company. A copy of the current Spirent Group-wide Dealing Policy, the Spirent Dealing Code adopted by the Company is available from the Company Secretary.

## **9 Review process**

The performance of individual directors and the whole Board and its committees is evaluated annually.

## **10 Insurance and indemnity**

- 10.1 The Company has directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment. A summary of the current Directors and Officers Liability insurance cover is available from the Company Secretary.

## **11 Independent professional advice**

During your appointment, circumstances may arise in the furtherance of your duties as a director when it will be appropriate for you to seek advice from independent advisers at the Company's expense.

## **12 Data Protection**

- 12.1 For the purposes of the Data Protection Act 1998 (the "Act") you consent to the holding, processing and disclosure of personal data (including sensitive data within the meaning of

the Act) provided by you to the Company for all purposes relating to the performance of your role as a non-executive director, including for staff records, management of health and performance issues and for payment purposes, including, where necessary, transferring information to a country or territory outside the EEA.

- 12.2 You acknowledge that during your appointment you may have access to, or authorise the processing of, personal data and sensitive personal data relating to employees, customers and other individuals held and controlled by the Company. You agree to comply with the terms of the Act in relation to such data.

### **13 Changes to personal details**

Please advise the Company Secretary promptly of any change in address or other personal contact details.

### **14 Return of property**

Upon termination of your appointment with the Company (for whatever cause), you agree that you will immediately deliver to the Company all documents, information (whether written, visual or electronic), records, papers or other company property which may be in your possession or under your control, and which relate in any way to the business affairs of the Company, and you shall not retain any copies thereof.

### **15 Publication of the letter of appointment**

In line with the provisions of the UK Corporate Governance Code, the Company will make public a generic copy of this letter on its website at [www.spirent.com/investors](http://www.spirent.com/investors) and will also arrange for your individual letter of appointment to be on display at the Company's Annual General Meeting.

### **16 Rights of third parties**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No person other than you and the Company shall have any rights under this letter and the terms of this letter shall not be enforceable by any person other than you and the Company.

### **17 Law**

- 17.1 Your engagement with the Company and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with the laws of England and Wales and your engagement shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 17.2 This letter constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing and signed by the parties hereto.



If you are willing to accept these terms of appointment, please confirm your acceptance by signing and returning to me the enclosed copy of this letter.

Yours sincerely

[signature]

**Bill Thomas**  
**Chairman**

I confirm and agree to the terms of my appointment as a non-executive director of Spirent Communications plc as set out in this letter.

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**[name]**

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Date