

Our ref:

[*date*]

PRIVATE & CONFIDENTIAL

Dear []

**Appointment as a Non-Executive Director of Spirent Communications plc
(the "Company")**

On behalf of the Company I write to confirm your appointment as a Non-Executive Director of the Company (the "Appointment") with effect from []. The terms of the Appointment, which shall in any event be subject to the Articles of Association of the Company, are set out below.

Subject to the detailed terms of this letter, it is anticipated that your Appointment as a Non-Executive Director will be for a[n initial] period of three years from [] but may continue thereafter if mutually agreed.

Appointment

- 1 The Appointment is for a term of three years, expiring at the conclusion of the Annual General Meeting to be held in [] (the "Termination Date"). Unless the Appointment is renewed on or prior to the Termination Date, you undertake to resign as a Director of the Company immediately after the Termination Date. The Appointment will be subject to the Company's Articles of Association (a copy of which has been provided to you) and any necessary resolution of shareholders.
- 2 Notwithstanding the other provisions of this letter, the Appointment may be terminated at any time by the Company in accordance with the Company's Articles of Association or the Companies Acts or that you resign by written notice. It is desirable that you give the Chairman reasonable forewarning of

your intention to resign or to not seek re-election where that is possible so that the Company can plan for succession of skills and experience on the board. Upon such termination or resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment.

- 3 During the Appointment you may be asked to serve on one or more of the Board committees including Audit, Nomination and Remuneration Committees and you have been provided with copies of the terms of reference for each of those committees.
- 4 You are considered to be an independent Non-Executive Director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman as soon as possible. [In addition, the Board has appointed you as the Senior Independent Director.]

Time Commitment

- 5 The Company anticipates a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at regular and emergency Board meetings, any annual strategy meeting and the Annual General Meeting (held normally in May each year at a venue in London). You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
- 6 By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

Role

- 7 As a Non-Executive Director you have the same general legal responsibilities to the Company as any other Director.
- 8 The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
 - Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

- Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
- Sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.

9 In addition to these requirements of all Directors, the role of the Non-Executive has the following key elements:

- Strategy
Non-Executive Directors should constructively challenge and contribute to the development of strategy
- Performance
Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- Risk
Non-Executive Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
- People
Non-Executive Directors are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary removing, senior management and in succession planning.

Fees

- 10 You will be paid a fee for your services as a Non-Executive Director of £[] per annum inclusive of any fees for membership of Board committees. [In addition, as chair of the Remuneration Committee, you will receive a fee of £[]]/[In addition, as chair of the Audit Committee, you will receive a fee of £[]]/[In addition, as the Senior Independent Director, you will receive a fee of £[]]. Fees are payable on the sixth day of each month in respect of the calendar month and will be reviewed by the Board every three years with effect from 1 January 2008. Fees will be paid under deduction of PAYE.
- 11 You will have no entitlement to any bonus during the Appointment and no entitlement to participate in any share scheme or pension scheme operated by the Company.

Expenses

- 12 In addition to the fee described in 10 above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You should submit any details of expenses incurred to the Company Secretary.
- 13 During the 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 advisors at the Company's expense. A copy of the Board's agreed procedure under which directors may obtain such independent advice is available from the Company Secretary. The Company will reimburse the full cost of expenditure incurred in accordance with this policy.

Other directorships and business interests

- 14 The Company acknowledges that you may have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as they become apparent.
- 15 During the Appointment you must consult with the Chairman prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments.

Code of Conduct

- 16 During the Appointment you will comply with any relevant regulations as may be issued by the United Kingdom Listing Authority, including its Model Code for Securities Transactions by Directors of Listed Companies and such other requirements as the Board of Directors may from time to time specify.

Confidentiality

- 17 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-Executive Director of the Company.
- 18 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these

requirements without prior clearance from the Chairman or Company Secretary.

- 19 On termination of the Appointment you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Director of the Company. The Company is able to arrange the disposal of papers that you no longer require.

Performance Review Process

- 20 The performance of individual Directors and the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Director which cause you concern you should discuss them with the Chairman or Company Secretary as soon as is appropriate.

Insurance

- 21 The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of the Appointment. You have been provided with details of this insurance.

Indemnity

- 22 The Company will enter into a separate Deed of Indemnity in your favour, which will be sent to you separately.

Publication of the letter of appointment

- 23 In line with the provisions of the Combined Code on Corporate Governance, the Company will make public a generic copy of this letter on its website at www.spirent.com and will also arrange for your individual letter of appointment to be on display at the Company's Annual General Meeting.

This letter is governed by, and shall be construed in accordance with, the laws of England, and the parties agree to submit to the exclusive jurisdiction of the courts of England.

This letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely

[]
For and on behalf of Spirent Communications plc

I have read and agree to the above terms regarding my appointment as a Non-Executive Director of Spirent Communications plc.

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[]

Date: