



Post Office Limited
148 Old Street
LONDON
EC1V 9HQ

Ian Henderson
Second Sight Support Services Limited

GRO

1 July 2014

Dear Ian

Engagement Letter in relation to the Initial Complaint Review & Mediation Scheme

I refer to the Engagement Letter with Second Sight for the provision of Services in connection with the Scheme ("Engagement Letter").

Capitalised terms in this letter have the same meaning as they have in the Engagement Letter.

In consideration for Post Office entering into the Engagement Letter and continuing to use Second Sight's Services, please countersign this letter to confirm your agreement to the covenant below.

In addition and for the avoidance of doubt Second Sight are authorized in line with Clause 8.1 to continue to discuss the progress of the Scheme with Rt Hon James Arbuthnot MP. Where practicable such updates should be shared with the Working Group in advance and should always be on an anonymised basis.

Yours sincerely

GRO

Chris Aujard
For and on behalf of Post Office Limited

I will not act, directly or indirectly, in any capacity (whether for any former or current Subpostmaster or a competitor of Post Office or otherwise) against Post Office or any of its officers, directors or employees save to the extent a) that it is expressly agreed in writing by Post Office that the work proposed to be undertaken will not have a material adverse effect on Post Office's commercial or financial interests or reputation, or b) as required by applicable law or by the mandatory rules or requirements of any regulatory authority, government department or agency to which Second Sight is subject or c) as required by an order of a court of competent jurisdiction.

This obligation will apply while Second Sight is engaged by Post Office and will continue in force for [twelve] months from the date of the end of its engagement.

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Signed:

GRO

Date:

1 July 2014

Name:

VR Henderson