



Post Office Limited

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Second Sight Support Services Ltd

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By post and e-mail to: irh **GRO** and rjw **GRO**

4 August 2015

Dear Sirs,

Breach of confidence

I refer to our letter of 27 July 2015.

In our letter we set out the confidentiality and publicity restrictions under your Engagement Letter dated 1 July 2014 and the extension of your services under the Agreement to Complete Work dated 15 April 2015 (together, both documents form your **Engagement Terms**).

These restrictions survive termination of both the Engagement Letter and Agreement to Complete Work and continue to bind Second Sight. They apply to all aspects of your Services. Details of your Services form part of the Confidential Information that Second Sight has committed to keep strictly confidential and is also expressly covered by the publicity restriction at clause 8.1 of your Engagement Terms.

Despite this, it is evident that our letter of 27 July 2015, or its substance, passed from you directly or via an intermediary to Andrew Bridgen MP. As you were the only recipient of our 27 July letter, it can only be inferred you disclosed the letter, in breach of your confidentiality and publicity obligations. Please let us know immediately if this conclusion is incorrect and if so why.

Equally evident is that you have been writing to Ministers about your work as stated in the article published by the Telegraph on 2 August 2015 (<http://www.telegraph.co.uk/news/uknews/royal-mail/11778288/Post-Office-under-fire-over-IT-system.html>). We also understand that your Ron Warmington has spoken to Mark Andrews at the Shropshire Star to confirm the story in the Telegraph.

You are not entitled to pass on our correspondence or communicate with third parties, including the media, about your engagement. Our consent to you sharing information with James Arbuthnot under the Side Letter dated 1 July 2014 was revoked by our letter of 10 March 2015 and you have no standing consent to contact any other Members of Parliament.

In connection with any and all disclosures you have made concerning your engagement, please provide by return:

- Confirmation of the date(s) on which our 27 July letter was disclosed by you and to whom it was disclosed;
- A copy of any covering email, letter or other communication under which our 27 July letter was disclosed along with any related, connected or subsequent correspondence; and
- A copy of all correspondence you have had with Members of Parliament, Ministers or the media, including (but not limited to) your correspondence to Ministers referred to in 2 August 2015 Telegraph article.

The correspondence requested above concerns your Services and is covered by clause 6.1.4 of your Engagement Terms. Second Sight is therefore contractually obliged to provide this information to Post Office.

Your breach of confidence is also a breach of the Code of Ethics for the Institute of Chartered Accountants in England and Wales. Should you not fully comply with the above, we reserve our right to report you to ICAEW, and if necessary pursue legal action through the Court, to ensure your compliance with your contractual obligations.

For the avoidance of doubt, this letter is also confidential and must not be disclosed to any third party.

Whilst writing I note that your website still includes reference to the Mediation Scheme. As your engagement is now finished, please remove this webpage.

Yours faithfully

GRO

Jane MacLeod

General Counsel

Post Office Limited