



GRO

21 February 2014

Belinda Crowe
Mediation Working Group
Post Office Limited
148 Old Street
London
EC1V 9HQ

Dear Ms Crowe,

Further to the recent exchange of messages between POL and Second Sight Support Services Limited I have signed and now enclose the agreed Confidentiality Agreement.

Yours sincerely,



GRO

Chris Holyoak

Cc Ron Warmington
 Ian Henderson

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT dated 18 February 2014 is made
BETWEEN:-

- (1) POST OFFICE LIMITED (CN 02154540) whose registered office is at 148 Old Street, London, EC1V 9HR ("Post Office"); and
- (2) CHRIS HOLYOAK of Treetops, Hascombe Road, Godalming, Surrey, GU8 4AB (the "Second Sight Contractor").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement the following terms have the following meanings:-

"POL Information" all data and information belonging or licensed to Post Office; and all other proprietary or confidential information relating to the POL Software; and all other proprietary or confidential information relating to Post Office's business, operations, technology and processes which is owned by, licensed to or in the possession of Post Office.

"Confidential Information" the POL Information, the Scheme Information, this Agreement and any and all information relating to the Services and the Scheme which has been, is now or is at any time after the date of this letter disclosed or made available by Post Office, its Representatives, Second Sight or a third party to the Second Sight Contractor, but shall not include information which is accessible from public sources other than as a result of disclosure by the Second Sight Contractor in breach of this Agreement.

"Data" means any POL Information or Scheme Information which constitutes Personal Data and which Second Sight is processing as part of the Services.

"Personal Data", have the same meanings as they have in the Data

"Data Controller", Protection Act 1998.
and "Data
Processor"

"POL Software"	the software known as Horizon, along with its operating practices, which is used by Post Office.
"Representative"	in relation to any party, any professional adviser including legal adviser, director, officer, permanent employee of it or consultant to it.
"Scheme"	the scheme known as the Initial Complaint Review and Mediation Scheme.
"Scheme Information"	any information relating to the Scheme disclosed by Post Office, a Subpostmaster or a third party, including but not limited to, the applications submitted by Subpostmasters and Post Office investigation findings concerning the applications submitted by Subpostmasters.
"Second Sight"	the company known as Second Sight Support Services Limited.
"Services"	the services to be performed by Second Sight as part of the Scheme and as determined by the Working Group.
"Subpostmaster"	any agent/franchisee operating on a contract for services with Post Office or a counter clerk employed directly by Post Office whose application to the Scheme has been accepted.
"Working Group"	the group whose role it is to oversee the Scheme and of which Second Sight is a member

2. UNDERTAKINGS OF THE SECOND SIGHT CONTRACTOR

2.1 The Second Sight Contractor has been engaged by Second Sight to assist Second Sight with undertaking the Services. As a result the Second Sight Contractor will have access to Confidential Information. The Second Sight Contractor undertakes to:

2.1.1 keep secret all Confidential Information (unless prior written consent is given by Post Office, such consent being in Post Office's sole discretion);

2.1.2 use the Confidential Information only for the Services (unless prior written consent is given by Post Office, such consent being in Post Office's absolute discretion);

- 2.1.3 not copy, adapt or otherwise reproduce the Confidential Information except as is strictly necessary for the purposes of undertaking the Services or as required by law; and
- 2.1.4 upon demand procure the destruction and/or return to Post Office of all copies of any documents and material held by the Second Sight Contractor which incorporate any Confidential Information (except such documents or material that the Second Sight Contractor or Second Sight is required by law to retain).

2.2 The Second Sight Contractor understands that Post Office is the Data Controller of the Data and Second Sight is a Data Processor of the Data. The Second Sight Contractor is a sub-Data Processor of Second Sight and therefore agrees to use the Data in compliance with (i) all applicable laws, enactments and regulations, including without limitation the Data Protection Act 1998 and (ii) any contractual obligations on Second Sight in relation to processing the Data.

3. GENERAL

- 3.1 No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.
- 3.2 No variation shall be effective, unless in writing and signed under hand by the parties.
- 3.3 The parties agree that the terms of this Agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999;
- 3.4 The obligations under clause 2 will continue in force after the conclusion of the Scheme, the

termination of Second Sight's appointment to provide the Services and/or the termination of this Agreement.

3.5 This Agreement is governed by English law. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED by CHRIS AUJARD for and on)
behalf of POST OFFICE LIMITED)

GRO

SIGNED by CHRIS HOLYOAK)

GRO