



Ian Henderson
Second Sight Support Services Ltd

GRO

16 October 2012

Private & Confidential

Dear Sirs

We refer to your request for documentation in connection with certain Post Office® branches and Subpostmasters (the "Documents").

You have requested the Documents in connection with the review to be conducted by Second Sight Support Services Ltd ('Second Sight') into allegations made that the Horizon point of sale computer system used by Subpostmasters in Post Office® branches is the source of unresolved accounting shortages (the "Review").

The Documents are being provided by Post Office Ltd to Second Sight for the limited purpose of the Review only. The Documents should not be used for any other purpose without the prior written consent of Post Office Ltd.

All Documents provided by Post Office Ltd to Second Sight for the Review are being provided in confidence. Confidentiality in the Documents is to be maintained at all material times by Second Sight in strict accordance with the terms of the Non-Disclosure Agreement between Second Sight and Post Office Ltd (a copy of which is enclosed).

Please be aware that the Documents provided to you contain legally privileged material. By providing the Documents to you, Post Office Ltd is not waiving any privilege in the Documents (either expressly, by implication or otherwise) and Post Office Ltd continues to claim privilege in any and all Documents to which privilege applies. This includes, but is not limited to, any correspondence, memoranda, notes, records, emails or documentation which contains legal advice, or has been prepared for the purposes of obtaining legal advice and/or in reasonable contemplation of litigation. It also includes all copies of any such documents and any manuscript amendments or notes made to these categories of document.

In consideration for Post Office Ltd providing the Documents to you, Post Office Ltd requires you to provide a contractual undertaking on the following terms:-



www.postoffice.co.uk



Undertaking

Second Sight unconditionally and irrecoverably undertakes and agrees that:-

- (a) The Documents provided by Post Office Ltd for the Review (as defined above) contain documents which are privileged and that the benefit of that privilege shall at all times belong to Post Office Ltd.
- (b) The provision of the Documents by Post Office Ltd does not amount to a waiver of the privilege which subsists in any documents to which privilege shall apply.
- (c) The Documents provided by Post Office Ltd for the Review, any notes, copies or scans of any such Documents and any information contained therein will be held by Second Sight in complete confidence and will not be disclosed to any other party or used for any other purpose whatsoever without the prior written consent of Post Office Ltd.
- (d) Post Office Ltd will immediately be informed of any request or order for disclosure of the Documents or any of the information contained therein (save where by informing Post Office Ltd, Second Sight would contravene any law or regulation).
- (e) Notes, copies or scans of any of the Documents provided by Post Office Ltd for the Review will be taken for the Review only and will be destroyed or returned to Post Office Ltd within 7 days of the Review having been concluded.

Please confirm your agreement to the undertaking set out above by providing that undertaking to us on Second Sight headed notepaper.

We look forward to hearing from you.

Yours sincerely

GRO

Susan Crichton
HR & Legal Services Director
Post Office Limited

number 2154540) whose registered office is at 148 Old Street, London, EC1V 9HQ ("Post Office"); and

- (2) Second Sight Support Services Limited registered in England and Wales (registered number 06844000) whose registered office is at 7 Canon Grove, Yarm, TS15 9XE (the "Receiving Party").

IT IS HEREBY AGREED:

1 Definitions: For the purposes of this Agreement:

**Confidential
Information**

any and all information (including without limitation information provided in oral or documentary form or by inspection or observation of tangible objects, material, media or demonstrations of any kind) and whether supplied or received before or after the signing of this Agreement, relating to Post Office's business (or that of any member of its Group, or any of its or their current, former or potential clients, customers, partners or suppliers) including without limitation trade secrets, know-how, contracts, drawings, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether and howsoever stored, compiled, or memorialised whether physically, electronically, graphically, photographically, or in writing, together with any copies of and notes made in respect of such information;

Effective Date

means the date on which this Agreement is made set out at the head of this document;

Group

means, in relation to a party, each company which is a holding company of that party or which is a subsidiary of that party or such holding company (the terms "holding company" and "subsidiary" having the meanings given to them in s.736 Companies Act 1985 as amended from time to time); and

Purpose

means the provision of an independent assessment of, and advice on, certain legal matters, Post Office internal processes and information technology systems.

2 Effective Date

- 2.1 This agreement shall take effect from the Effective Date.

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or on behalf of Post Office and Post Office Group, the Receiving Party will:

- 3.1.1 treat and safeguard the Confidential Information as private and confidential;
- 3.1.2 not use or disclose any of the Confidential Information for any purposes other than the Purpose;
- 3.1.3 ensure proper and secure storage of the Confidential Information;
- 3.1.4 handle, preserve and protect such Confidential Information using a high degree of care and at least the same degree of care as the Receiving Party affords its own confidential Information of like sensitivity and importance;
- 3.1.5 permit access to the Confidential Information only to such of its directors, officers, employees, professional advisors and, with the prior written consent of Post Office, consultants, as reasonably and necessarily require access to the same in respect of the Purpose and then only on condition that each such recipient is made aware of the confidential nature of the Confidential Information, is subject to a written confidentiality agreement with the Receiving Party and agrees to comply with the obligations imposed on the Receiving Party to this Agreement. The Receiving Party shall retain up to date records of those of its directors, officers, employees, professional advisors and consultants to whom it has shared the Confidential Information and the Receiving Party agrees to provide such records to Post Office at any time on demand; and
- 3.1.6 immediately notify Post Office in writing where any unauthorised use or disclosure of any Confidential Information has taken place or the Receiving Party is made aware that such unauthorised use or disclosure may take place, and take such steps as Post Office may reasonably require in relation to the same.

3.2 The obligations of confidentiality contained in this Agreement do not apply to any information which the Receiving Party can prove:

- 3.2.1 was known to the Receiving Party before the Confidential Information was provided or made available by or on behalf of Post Office and was not held under an obligation of confidence to Post Office whether directly or indirectly;
- 3.2.2 is subsequently received from any third party legally in possession of the Confidential Information and who was not restricted from disclosing it;
- 3.2.3 is in or subsequently comes into the public domain (other than by breach by the Receiving Party of its obligations under this Agreement);
- 3.2.4 is subsequently authorised to be used or disclosed with the prior written approval of Post Office;

mandatory rules or requirements or any recognised investment exchange or any regulatory authority, government department or agency to which the Receiving Party is subject or by an order of a court of competent jurisdiction, subject always to the Receiving Party complying with Clause 3.4.

3.3 Without prejudice to the generality of Clause 3.2.3, Confidential Information will not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information will not be deemed to be in the public domain by reason only of each separate portion being so available.

3.4 If the Receiving Party is required pursuant to Clause 3.2.6 to disclose any Confidential Information, the Receiving Party will, to the extent permitted by law, provide Post Office with prompt written notice of such requirement so that Post Office may assert such interest as it has in the Confidential Information and, if thought fit, seek an appropriate order from a court of competent jurisdiction preventing or restricting the disclosure. If, in the absence of such order, the Receiving Party is nonetheless, in the opinion of the Receiving Party's legal counsel, legally required to disclose such Confidential Information, the Receiving Party may disclose such information without liability, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it is legally required to disclose and communicates the confidential nature of such information.

4 Intellectual Property

4.1 This Agreement shall not be deemed to imply the grant of or agreement to grant a licence by Post Office to the Receiving Party of any Post Office Group's intellectual property rights. Post Office retains all intellectual property rights in and title to the Confidential Information at all times and for all purposes.

5 Return and Destruction

5.1 At any time on demand from Post Office the Receiving Party shall promptly deliver to Post Office or (at Post Office's option) destroy all Confidential Information in whatever form (including without limitation all documents, papers, electronic copies, discs and copies thereof) in the possession or control of the Receiving Party and within 30 calendar days of such demand the Receiving Party shall certify in writing (signed by a director of the Receiving Party) that it has complied with the requirements of this clause 5.1.

6 No Warranty

6.1 All Confidential Information is provided "as is". The Confidential Information may not be accurate or complete and Post Office makes no representation or warranty as to the accuracy, completeness or reasonableness of the Confidential Information and no such representation or warranty is implied. Post Office is not liable to the Receiving Party or to any other person to whom the Receiving Party discloses the Confidential

7.1 The Receiving Party acknowledges that the disclosure of the Confidential Information could cause irreparable harm to Post Office and that, in the event of a breach or threatened breach of any of the Receiving Party's obligations under Clause 3, the award of damages alone might not be an adequate remedy and, accordingly, that Post Office shall be entitled to seek enforcement of each such obligation by appropriate interim or final injunctive relief obtained in any court of competent jurisdiction.

7.2 The Receiving Party will indemnify and keep Post Office indemnified against all losses, liabilities, damages, claims, amounts agreed upon in settlement, costs and expenses (including all legal and other professional fees and expenses) incurred or suffered by Post Office howsoever arising as a result of or in connection with any breach of the Receiving Party's obligations under Clause 3.

8 Public announcements

8.1 The Receiving Party will not make any announcement or publicity statement relating to Post Office, this Agreement or its subject matter without the prior written approval of Post Office.

9 No assignment

9.1 The Receiving Party will not be entitled to assign, transfer, sub-license or charge any or all of its rights or obligations under this Agreement without the prior written consent of Post Office.

10 Notices

10.1 Any notices and communications required to be given under this Agreement by one party to the other will be properly given if sent by pre-paid post to the other at its registered office or place of business as set out at the beginning of this Agreement, or such alternative address as may be notified in writing by one party to the other for the purpose of receiving such notices and communications.

11 Survival

11.1 The obligations of the parties under this Agreement shall survive the completion or earlier termination of the discussions or negotiations between the parties regarding the Purpose.

12 Third Party Rights

12.1 This Agreement is entered into by Post Office on its own behalf and on behalf of other members of its Group and any loss suffered or cost incurred by any other member of Post Office's Group as a result of the breach of, or non-compliance with, this Agreement by the Receiving Party shall be deemed to be a loss suffered and a cost incurred by Post Office which shall be recoverable by it under this Agreement. Without prejudice to the foregoing sentence, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13 Governing Law

13.1 This Agreement is governed by, and will be construed in

SIGNED by:

GRO

For and on behalf of Second Sight Support Services Limited

Name in block capitals: *RONARD JOHN WARMINGTON*

Title: *DIRECTOR*

Date: *June 1st 2012*

SIGNED by:

For and on behalf of Post Office Limited

Name in block capitals:

Title:

Address: