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Rachel Scarrabelotti
Company Secretary
Finsbury Dials
20 Finsbury Street
London
EC2Y 9AQ

PRIVATE AND CONFIDENTIAL

By email: simon.jeffreys@ GRO

23 March 2023

Dear Simon,

Letter of appointment – Non-Executive Director

Following the approval of the Shareholder and in anticipation of the recommendation of the Nominations Committee to the Board, I am pleased to issue this letter which sets out the main terms of your appointment as a Non-Executive Director of Post Office Limited ("**Company**"). The Board formally approved your appointment at its meeting on 9 March 2023 subject to the conclusion of satisfactory due diligence, however the fees referred to in Clause 4.1 will start to accrue on 2 February 2023 to facilitate the start of your onboarding process.

By accepting this appointment, you agree that this letter is a contract for services and is not a contract of employment and you confirm, as a condition of this appointment, that you are not subject to any restrictions which prevent you from holding office as a director or from joining the Company in the capacity envisaged in this letter (including without limitation any non-competition restrictive covenant).

1. APPOINTMENT

1.1 Subject to the remaining provisions of this letter, your appointment shall be for a term of four years commencing on 23 March 2023 until the Board meeting occurring approximately four years from that date unless terminated earlier by either party giving to the other six months' prior written notice.

1.2 Your appointment is subject to the Company's articles of association, as amended from time to time ("**Articles**"). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. Your appointment is made on written approval from the Special Shareholder of the Company (as defined within the Articles) ("**Special Shareholder**"), which has been received.

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1.3 Continuation of your appointment is contingent on your continued satisfactory performance and any relevant statutory provisions relating to the removal of a director. If you are retired from office or your office of director is otherwise vacated under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation.

1.4 You will be required to serve as Chair of the Audit, Risk and Compliance Committee. You will be provided with the relevant terms of reference on your appointment for this committee. You also may be asked to serve as a non-executive director on the board of any of the Company's subsidiaries or joint ventures. Any such appointment will be covered in a separate communication.

1.5 Notwithstanding paragraph 1.1 to paragraph 1.4, the Company may terminate your appointment with immediate effect if you have:

(a) committed a material breach of your obligations under this letter;

(b) committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common-law duties);

(c) been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;

(d) been convicted of an arrestable criminal offence (other than a road traffic offence for which a fine or non-custodial penalty is imposed);

(e) been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Courts Act 1984;

(f) been disqualified from acting as a director; or

(g) not complied with the Company's anti-corruption and bribery policy and procedures or the Bribery Act 2010, or the Company's Protecting Personal Data Policy. For copies of the aforementioned policies, please contact the Company Secretary.

1.6 The rights of the Company under paragraph 1.5 are without prejudice to any other rights that the Company may have at law to terminate the appointment or to accept breach of the terms of this letter on your part as having brought the appointment to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

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1.7 On termination of your appointment, you shall, at the Company's request, resign from your office as an independent Non-Executive Director of the Company and any offices you hold in any Group Companies.

1.8 If matters arise which cause you concern about your role, you should discuss these matters with the Senior Independent Director or Chairman. If you have any concerns which cannot be resolved, and you choose to resign for that, or any other reason, you should provide an appropriate written statement to the Senior Independent Director or Chairman for circulation to the Board.

2. TIME COMMITMENT

2.1 You will be expected to devote such time as is necessary for the proper performance of your duties as a director. Overall we anticipate that you will spend a minimum of 2 days per week each year on work for the Company, following the induction phase. This will include attendance at eight scheduled Board meetings per year, the AGM (if one is called), one annual Board away day event a year (which may span over two days), at least one site visit a year, Board dinners, meetings with the non-executive directors, meetings with representatives of the Shareholder meetings forming part of the Board evaluation process, meetings with the Audit, Risk and Compliance Committee and training meetings. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend such of the meetings outlined in this paragraph as may be required.

2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board or committee meetings.

2.3 The overall time commitment stated in paragraph 2.1 will increase if you become a committee member or chair of any committees in addition to those mentioned at paragraph 2.1, or if you are given additional responsibilities, such as being appointed as non-executive director on the board of any of the Company's subsidiaries or joint ventures. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibility.

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2.4 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the Chairman before accepting additional commitments that might affect the time you are able to devote to your role as a Non-Executive Director of the Company.

3. ROLE AND DUTIES

3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

(a) provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

(b) set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and

(c) set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

3.2 As a Non-Executive Director you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.

3.3 You shall exercise your powers in your role as an independent Non-Executive Director having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2006 and the UK Corporate Governance Code and associated guidance.

3.4 You shall have particular regard to the general duties of directors in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:

(a) the likely consequences of any decision in the long term;

(b) the interests of the Company's employees;

(c) the need to foster the Company's business relationships with suppliers, customers and others;

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(d) the impact of the Company's operations on the community and the environment;

(e) the desirability of the Company maintaining a reputation for high standards of business conduct; and

(f) the need to act fairly as between the members of the Company.

3.5 You shall have regard to the relevant obligations of the Financial Reporting Council's UK Corporate Governance Code and associated Guidance on Board Effectiveness in respect of the role of the Board and the role of the non-executive director.

3.6 You shall have regard to the principles set out in relevant sections of guidance documents set out in Framework Agreements agreed between the parties from time to time, currently listed in Appendix 2 of the Company's 'Shareholder Relationship Framework Document'.

3.7 In your role as Non-Executive Director, you shall also be required to:

(a) provide constructive challenge, strategic guidance, offer specialist advice and hold management to account;

(b) scrutinise and hold to account the performance of management and individual executive directors against agreed performance objectives;

(c) determine appropriate levels of remuneration of executive directors and have a prime role in appointing and, where necessary, removing executive directors and in succession planning;

(d) satisfy yourself on the integrity of financial and narrative statements and the Company's risk management and internal control systems;

(e) take opportunities such as attendance at general and other meetings, to understand shareholder concerns and to meet with key customers and members of the workforce from all levels of the organisation to have an understanding of the business and its relationships with significant stakeholders;

(f) consider ways of reaching out to increase your visibility with the workforce and gain insights into the culture and concerns at different levels of the business;

(g) satisfy yourself as to the Company's ongoing and consistent compliance with any regulatory responsibilities;

(h) devote time to developing and refreshing your knowledge and skills;

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(i) uphold the highest standards of integrity and probity and support the executive directors in instilling the appropriate values, behaviours and culture in the boardroom and beyond;

(j) insist on receiving high-quality information sufficiently in advance of Board meetings and seek clarification or amplification if you consider the information provided is inadequate or lacks clarity;

(k) take into account the views of shareholders, including but not limited to views of the Special Shareholder communicated annually by way of a letter to the Chair, and other stakeholders where appropriate;

(l) make sufficient time available to discharge your responsibilities effectively;

(m) exercise relevant powers under, and abide by, the Articles;

(n) disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;

(o) immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Senior Independent Director;

(p) exercise your powers as a director in accordance with the Company's policies and procedures, internal control framework and the Bribery Act 2010;

(q) not do anything that would cause you to be disqualified from acting as a director; and

(r) have regard to Framework Agreements entered into with the Special Shareholder from time to time.

3.8 In addition to your role as a Non-Executive Director, in your role as Chair of the Audit, Risk and Compliance Committee you will have responsibility for:

(a) Chairing the Audit, Risk and Compliance Committee Meetings;

(b) Providing oversight and ensuring the integrity of the Company’s financial statements and internal control arrangements, and compliance with relevant legal and regulatory requirements;

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(c) Leading the selection of, and monitoring the performance, qualifications and independence of, the Company's external auditors, and providing oversight of the internal audit function;

(d) Providing external independent counsel on all financial matters concerning the Company, and the governance around financial matters at the Company, representing the interests of stakeholders;

(e) Providing counsel, advice and support to the Chief Executive Officer and the Chief Financial Officer along with the wider executive team where required.

3.9 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.

3.10 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your duties.

3.11 Information supplied to you in your capacity as a Non-Executive Director and/or Chair of the Audit, Risk and Compliance Committee should not be used for any other purpose and is given to you in strictest confidence.

4. FEES AND EXPENSES

4.1 You shall be paid:

(a) an annual fee of £35,000 for your role as a Non-Executive Director; and

(b) an annual fee of £10,000 for your role as Chair of the Audit, Risk and Compliance Committee.

These fees cover all duties set out in this letter.

4.2 The fees referred to in paragraph 4.1 will accrue from day to day. They are the net amounts that shall be paid. The Company shall pay any tax and NI due (if any) based on your position as a director and officer of the Company separately to HMRC.

4.3 The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office. The procedure and other guidance in respect of expense claims is available from the Company Secretary.

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4.4 On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

4.5 Your fees will be disclosed annually in Post Office Limited's accounts. In entering into this agreement and accepting this appointment you thereby consent to this disclosure.

5. INDEPENDENT PROFESSIONAL ADVICE

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director and it may be appropriate for you to seek advice from independent advisers at the Company's expense. The Company shall reimburse the reasonable cost of expenditure incurred by you in accordance with the Company's Conflicts of Interest Policy a copy of which can be requested from the Company Secretary. Please note that the Company will not cover the cost of advice for you in a personal capacity but only in relation to the performance of your role as a Non-Executive Director.

6. OUTSIDE INTERESTS

6.1 You have already disclosed to the Board the commitments you have outside your role in the Company. You must inform the Chairman in advance of any changes to these commitments. In certain circumstances, you may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company.

6.2 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as you become aware of them and you must agree with them any steps or protocols necessary to prevent, minimise or mitigate the risk of such conflict of interest, which may include recusing yourself from meetings or parts of meetings of the Board, agreeing not to receive information on specific topics or agreeing not to participate in Board discussions or vote in relation to specific topics.

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7. CONFIDENTIALITY

7.1 You acknowledge that all information acquired during your appointment is confidential to the Company and/or any Group Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company and/or any Group Company in the course of the performance of your duties as a Non-Executive Director, either during your appointment or following termination (by whatever means), without prior clearance from the Chief Executive Officer. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

7.2 You acknowledge the need to hold and retain Company or Group Company information (in whatever format you may receive it) under appropriately secure conditions.

7.3 Nothing in this paragraph shall prevent you from:

(a) making any disclosure of confidential information which has been authorised in writing in advance by the Chair;

(b) making any disclosure of confidential information which is required by law;

(c) making any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 (provided that the disclosure is made in accordance with the provisions of that Act and you have complied with the Company's policy from time to time in force regarding such disclosures);

(d) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;

(e) complying with an order from a court or tribunal to disclose or give evidence;

(f) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;

(g) making a disclosure of relevant confidential information to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or breach of regulatory requirements; or

(h) disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your appointment or its termination.

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8. INDUCTION AND TRAINING

8.1 Ahead of the commencement of your appointment, the Company will settle with you a comprehensive, formal and tailored induction. We will arrange for site visits and meetings with senior and middle management and the Company's external auditors. We will also arrange with representatives of the Shareholder to meet with you. You will be expected to make yourself available during your first year of appointment for not less than a further 10 days (in addition to the time commitment outlined in paragraph 2.1 above) for the purposes of the induction. The Company Secretary will contact you with further details.

8.2 On an on-going basis, and further to the annual evaluation process, the Company may arrange for you to develop and refresh your skills and knowledge in areas which are mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should try to make yourself available for any relevant training sessions which may be organised for the Board.

9. INSURANCE AND INDEMNITY

9.1 The Company has directors' and officers' liability insurance and it intends to maintain such cover for the full term of your appointment. The indemnity limit is £60m (current at the date of this letter). A copy of the policy document is available from the Company Secretary.

9.2 In addition, a deed of indemnity is in place for the directors, providing an alternative to relying on or claiming against the Directors' and Officers' Policy, if for any reason there was a failure to renew a D&O policy, insufficient cover or general issues in getting an insurer to pay. Should you wish to enter into a deed of indemnity with the Company, please contact the Company Secretary.

10. CHANGES TO PERSONAL DETAILS

You shall advise the Company Secretary promptly of any change in your address or other personal contact details.

11. RETURN OF PROPERTY

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company which may be in your possession or under your control, and

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which relate in any way to the Company's business affairs and you shall not retain any copies thereof.

12. MORAL RIGHTS

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

13. POST-TERMINATION RESTRICTION

By countersignature of this letter and in consideration for the fees payable to you under the terms of this letter, you agree that, in order to protect the confidential information, trade secrets and business connections of the Company to which you have access as a result of your appointment, you will not (without the previous consent in writing of the Company), for the period of six months immediately after the termination of your appointment, whether as principal or agent and whether alone or jointly with, or as a director, manager, partner, shareholder, employee consultant of, any other person, carry on or be engaged, concerned or interested in any business which is substantially similar to or which is (or intends to be) in competition with any business being carried on by the Company or any Group Company with which you were involved or had material management or strategic oversight in the 12 months prior to the termination of your appointment (other than in a de minimis way). This clause (Clause 13) shall not apply to prevent you from performing any work in any position in respect of which, at the date of termination, you had received the necessary clearance or permissions from the Company pursuant to clause 6.1 above.

14. DATA PROTECTION

14.1 By signing this letter you acknowledge that the Company (and where relevant its Group Companies) may hold and process data about you for legal, personnel, administrative and management purposes in connection with your appointment. Your personal data will be processed by the Company in accordance with any relevant policies in place from time to time. You acknowledge that this processing will or may involve the Company processing special categories of your personal data (being

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those categories of data as set out in Article 9(1) of the General Data Protection Regulation 2016/679 ("GDPR")) and/or personal data relating to criminal convictions and offences (as set out in Article 10 of the GDPR). This may include (without limitation):

(a) information about your physical or mental health or condition in order to monitor sickness-related absence and take decisions as to your fitness to perform your duties;

(b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or

(c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

14.2 You acknowledge that the Company may make such information available to Group Companies, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, governmental or quasi-governmental organisations and potential (or actual) purchasers of all or part of the Company.

14.3 When handling personal data in connection with your appointment by the Company on the terms of this letter, you shall comply with the Company's Protecting Personal Data Policy. A copy of the Company's Protecting Personal Data Policy is available on the Post Office Intranet or by request from our Data Protection Officer. Post Office may change its Protecting Personal Data Policy at any time and you will be notified through the appropriate channels.

For more information please contact our Data Protection Officer by sending an email to data.protection GRO

15. THIRD PARTY RIGHTS

No one other than you and the Company shall have any rights to enforce the terms of this letter.

16. ENTIRE AGREEMENT

16.1 This letter constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

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16.2 You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

17. VARIATION

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

18. GOVERNING LAW AND JURISDICTION

Your appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

19. GENERAL

For the purposes of this letter the following words and expressions shall have the following meanings:

"**Group**" means together the Company, any holding company or parent undertaking of the Company and any subsidiary or subsidiary undertaking of the Company or of any such holding company or parent undertaking from time to time, in each case as each as defined in the Companies Act 2006; and

"**Group Company**" means any member of the Group, other than the Company, from time to time.

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Please indicate your acceptance of these terms by signing and returning to the attached copy of this letter to me.

Yours sincerely

GRO

Rachel Scarrabelotti (Company Secretary)
For and on behalf of Post Office Limited

I agree to the above terms of my appointment as a Non-Executive Director of Post Office Limited and Chair of the Audit, Risk and Compliance Committee as set out in this letter.

Signed on 24/03/2023

GRO

Simon Jeffreys
Non-Executive Director