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## Post Office Group Litigation Information Sharing Protocol

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### **BACKGROUND**

- A. UK Government Investment (UKGI), on behalf of the Department for Business, Energy and Industrial Strategy (BEIS), oversees Her Majesty's Government's 100% shareholding in Post Office Limited (POL).
- B. POL is the Defendant in the "Post Office Group Litigation", *Bates & Others v. Post Office Limited*, High Court of Justice, Queen's Bench Division, Claim No's HQ16X01238, HQ17X02637, HQ17X04248 ("Group Litigation").
- C. BEIS and UKGI share with POL a common interest in understanding the matters in issue in the Group Litigation, POL's position on them, and the exposures they present to POL's operations, finances and reputation. This common interest is based (among other grounds) on BEIS/UKGI's ownership of POL, the investment they make in POL's activities to support the important public and social purpose POL serves, and the accountabilities BEIS/UKGI have for that ownership and investment.
- D. Consistent with that common interest, POL wishes to share with BEIS and UKGI information about the Group Litigation. That information may include material which is confidential and/or covered by legal professional privilege, and it is expressly agreed by BEIS, UKGI and POL that it is in their common interest to maintain any and all such confidentiality and privilege.
- E. This protocol therefore sets out the basis on which information about the Group Litigation will be shared with BEIS and UKGI so as to promote their common interest and preserve confidentiality and privilege.

### **REPORTING**

- 1. BEIS/UKGI have appointed a shareholder representative to POL's Board of Directors, who will receive on behalf of BEIS/UKGI all information submitted to POL's Board about the Group Litigation.
- 2. BEIS/UKGI's shareholder representative will be appointed a member of the "Postmaster Litigation Advisory Board Subcommittee" established by the Board to receive legal advice on the Group Litigation, and will receive on behalf of BEIS/UKGI all information submitted to the Subcommittee about the Group Litigation.
- 3. POL will provide to BEIS/UKGI's legal advisors updates on the Group Litigation in-person or via telephone conference call, immediately following any meeting of POL's Board at which the Group Litigation is discussed.
- 4. Meetings of POL's Board and Subcommittee have been scheduled around the "Group Litigation Timetable" attached as **Appendix A** to this Protocol. The Group Litigation Timetable may

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change as a consequence of further case management directions from the court or other developments in the Group Litigation.

**CONFIDENTIALITY and PRIVILEGE**

5. Information shared between POL, BEIS and UKGI about the Group Litigation may include material which is confidential or covered by legal professional privilege.
6. Confidential information will be treated in accordance with the "Obligations in Relation to Confidential Information" set out in **Appendix B** to this Protocol.
7. Material which is also covered by legal professional privilege will be considered on a case-by-case basis, and shared between BEIS, UKGI, and POL (if at all) in the manner which best promotes the preservation of the privilege.

**Dated XX March 2018**

STRICTLY CONFIDENTIAL & SUBJECT TO LEGAL PROFESSIONAL PRIVILEGE**APPENDIX A – GROUP LITIGATION TIMETABLE**

<b><u>Date</u></b>	<b><u>Trial</u></b>	<b><u>Activity</u></b>
28.02.2018	CIT	Stage 1 Disclosure and Inspection
01.03.2018	NA	PLSG CALL
02.03.2018	CIT	Agreement of 6 Lead Claimants from Potential 12 Lead Claimants by 4pm
07.03.2018	CIT	Claimants shall serve upon the Defendant a statement of the Factual Matrix
12.03.2018	HIT	Counsel to have met to agree Horizon issues
16.03.2018	HIT	Defendant to have provided a demonstration of Horizon
16.03.2018	NA	PLSG CALL
w/c 19.03.2018		<b>PROVISIONAL BOARD SUBCOMMITTEE MEETING: BRIEFING</b>
26.03.2018	HIT	CMC to determine Horizon Issues and date ranges for Stage 2 Disclosure
<b>27.03.2018</b>	<b>NA</b>	<b>Board Meeting</b>
28.03.2018	NA	PLSG CALL
29.03.2018	CIT	Lead Claimants to file and serve Particulars of Claim by 4pm
30.03.2018	CIT	POL to provide Claimants with hierarchy of management positions
30.03.2018	HIT	Claimants to have requested up to 100 Horizon documents
06.04.2018	CIT	Defendant shall serve upon the Claimant a statement of the factual matrix
11.04.2018	NA	PLSG CALL
13.04.2018	HIT	Defendant to provide disclosure of 100 Horizon documents
19.04.2018	HIT	Parties and experts to have met to agree scope for further information / documents req Horizon
24.04.2018	NA	PLSG SteerCo Meeting
30.04.2018	NA	Security for Costs Hearing

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30.04.2018	CIT	<b>Merits Opinion</b>
01.05.2018	NA	PLSG SteerCo Meeting
04.05.2018	CIT	Parties file at Court a statement of the factual matrix
04.05.2018	CIT	File and serve individual Defences in respect of the Lead Claimants by 4pm
15.05.2018	NA	PLSG Call
18.05.2018	CIT/HIT	Stage 2 Disclosure and inspection
22.05.2018		<b>PROVISIONAL BOARD SUBCOMMITTEE MEETING: BRIEFING</b>
<b>24.05.2018</b>	<b>NA</b>	<b>Board Meeting</b>
30.05.2018	NA	PLSG Call
01.06.2018	CIT	Lead Claimants to file and serve Replies to Defences by 4pm
12.06.2018	NA	PLSG Call
22.06.2018	HIT	IT experts to have commenced meetings and discussions
25.06.2018	NA	PLSG SteerCo Meeting
<b>26.06.2018</b>	<b>NA</b>	<b>Board Meeting Away Day</b>
<b>27.06.2018</b>	<b>NA</b>	<b>Board Meeting Away Day</b>
06.07.2018	CIT	File an agreed Statement of Facts in respect of Common Issues by 4pm
17.07.2017	NA	PLSG SteerCo Meeting
18.07.2018	HIT	Claimants to serve provisional / outline document setting out the nature of the allegati
24.07.2018	NA	PLSG SteerCo Meeting
26.07.2018		<b>PROVISIONAL BOARD SUBCOMMITTEE MEETING: BRIEFING</b>
<b>31.07.2018</b>	<b>NA</b>	<b>Board Meeting</b>
01.08.2018	NA	PLSG SteerCo Meeting
08.08.2018	NA	PLSG SteerCo Meeting
10.08.2018	CIT	File and serve Witness Statements in respect of each Lead Claimant and Common Issue
31.08.2018	HIT	IT experts to have produced first joint statement

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13.09.2018	NA	PLSG SteerCo Meeting
14.09.2018	CIT	<b>Updated Merits Opinion</b>
14.09.2018	HIT	Claimants to serve expert Report
19.09.2018	HIT	CMC for outstanding pre Horizon Trial issues
24.09.2018		<b>PROVISIONAL BOARD SUBCOMMITTEE MEETING: BRIEFING</b>
<b>25.09.2018</b>	<b>NA</b>	<b>Board Meeting</b>
<b>30.10.2018</b>	<b>NA</b>	<b>Board Meeting</b>
02.11.2018	CIT	Defendant to serve expert report
05.11.2018	CIT	Common Issues Trial (listed for 20 days)
23.11.2018	CIT	End of Common Issues Trial
26.11.2018		<b>PROVISIONAL BOARD SUBCOMMITTEE MEETING: BRIEFING</b>
<b>27.11.2018</b>	<b>NA</b>	<b>Board Meeting</b>
14.12.2018	HIT	Parties shall meet to hold preliminary discussion about their reports
18.01.2019	HIT	Exchange supplemental expert reports
28.01.2019		<b>PROVISIONAL BOARD SUBCOMMITTEE MEETING: BRIEFING</b>
<b>29.01.2019</b>	<b>NA</b>	<b>Board Meeting</b>
20.02.2019	HIT	Parties experts to have produced second joint statement
22.02.2019	HIT	Pre Trial Review
11.03.2019	HIT	Horizon Trial (listed for 20 days)
<b>26.03.2019</b>	<b>NA</b>	<b>Board Meeting</b>

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## **APPENDIX B - OBLIGATIONS IN RELATION TO CONFIDENTIAL INFORMATION**

- 1.1 **"Confidential Information"** means any and all information relating to the Group Litigation, provided by Post Office Limited ("**POL**") in any form or by inspection or observation, whether supplied or received before or after the date of this Protocol, and wherever or however stored, compiled or memorialised, together with any copies of and notes made in respect of such information.
- 1.2 **"Purpose"** means the sharing of information in connection with the common interest referred to in the "Post Office Group Litigation Information Sharing Protocol" to which these obligations are appended.
- 1.3 UK Government Investment and/or the Department for Business, Energy and Industrial Strategy (the "**Receiving Party**") will:
  - 1.3.1 treat and safeguard the Confidential Information as private and confidential;
  - 1.3.2 not use or disclose any of the Confidential Information for any purposes other than the Purpose;
  - 1.3.3 ensure proper and secure storage of the Confidential Information;
  - 1.3.4 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;
  - 1.3.5 permit access to the Confidential Information only to such of its directors, officers, employees, professional advisors and, with the prior written consent of POL, consultants (together "**Individual Recipients**"), as reasonably and necessarily require access to the same in respect of the Purpose and then only on condition that each such Individual Recipient is made aware of the confidential nature of the Confidential Information and is subject to a written confidentiality agreement with the Receiving Party under which that Individual Recipient agrees to comply with the obligations imposed on the Receiving Party under this Agreement as if that Individual Recipient was the Receiving Party under this Agreement. The Receiving Party shall retain up to date records of all Individual Recipients and the Receiving Party agrees to provide such records to POL at any time on demand. The Receiving Party will ensure that such Individual Recipients shall not disclose any Confidential Information to anyone other than as expressly authorised by POL. The Receiving Party shall ensure that none of its employees or subcontractors solicit disclosure of any Confidential Information from any Individual Recipients. The Receiving Party shall ensure that all Confidential Information held by any Individual Recipients in tangible form is returned to POL on demand and all electronic copies of such information held by such Individual Recipients are irretrievably deleted on completion of the Purpose or cessation of the relevant Individual Recipient's assignment in relation to the Purpose, whichever is the earlier. The Receiving Party shall ensure that all its employees and directors who work with the Individual Recipients are aware that the Individual Recipients are required to keep the Confidential Information confidential and that if such employees or directors should obtain any Confidential Information (or other directors or employees of the

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Receiving Party in receipt of Confidential Information) that they too shall keep it confidential and keep it secure in the same way as the Receiving Party secures its own confidential information;

- 1.3.6 immediately notify POL 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 POL may reasonably require in relation to the same;
- 1.3.7 to the extent that any Confidential Information is proprietary to any third party other than POL, the Receiving Party shall and shall ensure that all Individual Recipients shall only use such Confidential Information for the Purpose and only then in relation to POL's procurement or receipt of services or equipment from such third party unless POL expressly advises otherwise in writing.
- 1.4 These obligations of confidentiality do not apply to any information which the Receiving Party can prove:
  - 1.4.1 was known to the Receiving Party before the Confidential Information was provided or made available by or on behalf of POL and was not held under an obligation of confidence to POL whether directly or indirectly;
  - 1.4.2 is subsequently received from any third party legally in possession of the Confidential Information and who was not restricted from disclosing it;
  - 1.4.3 is in or subsequently comes into the public domain (other than by breach by the Receiving Party of its obligations under this Agreement);
  - 1.4.4 is subsequently authorised to be used or disclosed as non-confidential information with the prior written approval of POL;
  - 1.4.5 is independently legally acquired by an employee, consultant or contractor of the Receiving Party who is not restricted from disclosing it and without access to or use or knowledge of the Confidential Information; or
  - 1.4.6 is compelled to be disclosed by applicable law or by an order of a court of competent jurisdiction, subject always to the Receiving Party complying with Clause 1.6.
- 1.5 Without prejudice to the generality of Clause 1.4.3, 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 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.
- 1.6 If the Receiving Party is required pursuant to Clause 1.4.6 to disclose any Confidential Information, the Receiving Party will, to the extent permitted by law, provide POL with prompt written notice of such requirement so that POL 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 provided it has, to the extent permitted by law, confirmed to POL its intention and rationale for doing so, discloses only that portion of such Confidential



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Information which it is legally required to disclose, and communicates the confidential nature of such information to the party to whom disclosure is made.

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