

These terms are entered into as of the date you sign the Order Form (the "Effective Date"), by and between Pitney Bowes Limited ("PB" or "we" or "us" or "our"), whose business address is Langlands House, 130 Sandringham Avenue, Harlow, CM19 5QA, United Kingdom, and the entity identified on the Order Form ("Client" or "you" or "your").

1. Definitions and interpretation

1.1 In this Agreement:

"Charges" means PB's charges for the provision of the Service as set out in the Order Form and SOW;

"Communications" means physical communications, such as invoices, statements, and notices;

"Data Protection Legislation" means, as applicable, (i) the Data Protection Act 2018; (ii) the UK GDPR which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and (iii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws; and (iii) any successor legislation;

"IPR" means all patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, design right, know-how, information and all similar property;

"Logon Details" means the password protected logon that allows the Client access to the Service;

"Mail" means an A4 letter or document as described in the Service Specification, which is electronically conveyed to PB in accordance with the requirements as set out in the Service Specification and which is subsequently processed under the Service;

"Mailstream on Demand Website" means the website notified to the Client where the Client can access the Service;

"Minimum Volume Commitments" is the amount of Communications per month as set out in the Order Form;

"Minimum Volume Commitment Shortfall Fee" starting on the date that is 30 days after Acceptance, the Minimum Volume Commitment Shortfall Fee is computed at the end of each Quarter, and if the Shortfall is a positive number, then the Minimum Volume Commitment Shortfall Fee is paid according to the following formula; Shortfall x £0.06

"Order Form" means the form called Mailstream on Demand which references these terms and conditions;

"Quarter" means a 3 month period commencing on the Acceptance Date;

"Reporting Website" means a website which the Client will be provided access to and which will provide the Client with the status of Mail;

"Royal Mail" means Royal Mail Group Ltd;

"Scheme" means the specifications outlined in the Royal Mail Scheme for Franking Letter and Parcels, as issued by Royal Mail from time to time;

"Service Specification" means the specification for the Service set out in the SOW;

"Shortfall" means the total of the combined Minimum Volume Commitments for each month of the applicable Quarter minus the total actual volume of statements delivered to PB during such Quarter.

For purposes of clarity, 2 examples are provided:

Example 1:

Minimum Volume Commitment is 2,000 per month (6,000 per Quarter) Actual Volume is 5,000 for the Quarter

Shortfall is 6,000 – 5,000= 1,000 for the Quarter

Shortfall is positive, so Minimum Volume Commitment Shortfall Fee is 1,000 x £0.06=

£60

Example 2:

Minimum Volume Commitment is 5,000 per month (15,000 per Quarter) Actual Volume is 18,000 for the Quarter

Shortfall is 15,000-18,000=3,000 for the Quarter. Shortfall is negative, so no fee is payable.

"Software" means the Services as set out in the Order Form and licensed to the Client under Clause 4 of this Agreement; and

"Term" means the period set out in the Order Form.

- 1.2 In this Agreement (except where the context otherwise requires):
  - a) any reference to a clause is to the relevant clause of this Agreement;
  - b) the clause headings are included for convenience of reference only and shall not affect the interpretation of the Agreement;
  - c) use of the singular includes the plural and vice versa and use of any gender includes the other gender;
  - d) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of the foregoing words; and
  - e) reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.
- 1.3 Services. From the Effective Date, we will provide the Services as set out in the Order Form and a Statement of Work referencing these terms ("SOW"), these terms herein, and the Data Processing Addendum (the "Services") to you. The Order Form, these terms herein, the Data Processing Addendum, and the SOW(s) are referred to collectively as the or this "Agreement."

## 2 Service Obligation

- 2.1 PB shall process all Mail that is accepted by PB under this Agreement. PB will provide the Client with a Reporting Website.
- 2.2 PB reserves the right to reject or refuse to accept any Mail that fails to comply the terms of this Agreement.
- 2.3 The Service Specification sets out PB's service level target. The Client acknowledges that PB is required to use Royal Mail for the final sortation and delivery, and accordingly so not able to offer any assurance as to the actual delivery date of any physical Mail. PB shall not be liable to the Client or to any other person for failure to deliver within this target (whether as a result of breach of this Agreement or otherwise).
- 2.4 Acceptance. Following the installation Services set out in the SOW we will provide you with a client acceptance document ("CAD"). You are to return the CAD to us completed and signed within 15 days (Acceptance Period"). If you either (a) return the completed and signed CAD during the Acceptance Period; or (b) do not return this to us within the Acceptance Period without providing a reasonable reason in writing, you will be deemed to have accepted the installation Services ("Acceptance"). The Acceptance Date is the date you signed the CAD or the sixteenth day after the CAD was provided to you, as acceptable.
- 2.5 Performance Standards; Warranty. We will perform the Service in a skilful and workmanlike manner in accordance with specifications set forth in the SOW. Except as expressly stated in this Agreement, all other warranties and conditions express or implied, with respect to the Services furnished under this Agreement, including but not limited to, any warranty of satisfactory quality, merchantability, fitness for a particular purpose, accuracy, reliability, course of dealing, course of performance or usage in trade, are excluded.

## 3 Equipment and Mail

- 3.1 The Client shall at its expense obtain and, for the duration of this Agreement, maintain such equipment as is necessary to enable the Client to electronically convey Mail to PB for processing under the Service. It is the Client's responsibility to ensure that such equipment complies with the specifications and requirements set out in the Service Specification.
- 3.2 The Client shall ensure that each Mail electronically conveyed to PB conforms to the requirements set out in the Service Specification.
- 3.3 The Client warrants that either it is the owner of all Mail that it electronically conveys to PB for processing under the Service or, if not the owner, is authorised to electronically convey the Mail on the owner's behalf for such processing by PB.
- 3.4 The Client shall ensure that:
  - a) all relevant Mail has been suppressed in accordance with legislation and guidance; and
  - b) it has complied with any and all laws, regulations, best practices, and guidance which may apply to the Mail including but not limited to direct marketing legislation.
- 3.5 The Client shall procure that the contents of all Mail that are electronically conveyed to PB conform to the British Codes of Advertising and Sales Promotion.
- 3.6 The Client acknowledges that Mail that is processed by PB under the Service shall be printed to the standard of the Service Specification. PB shall not be liable to the Client in respect of the accuracy or consistency of the printing of the Mail where the printing of such Mail complies with the Service Specification.
- 3.7 The Client warrants that it is either the owner of the IPR vested on the content (including but not limited to graphics, images and text) of any Mail it conveys to PB under the Service or it is otherwise licensed or authorised to use such IPR.
- 3.8 The Client shall grant a royalty free license to use the IPR for the purpose of allowing PB to perform its obligations under this Agreement, or shall obtain any required third party license for PB for the purposes of performing its obligations under this Agreement.
- 3.9 Without prejudice to the generality of the foregoing, PB reserves the right to reject any Mail that does not conform to the obligations contained in this Agreement.

## 4 Software

- 4.1 PB hereby grants to the Client for the duration of this Agreement a non-exclusive, non-transferable licence to use the Software for the purposes of the Services upon the terms and conditions of this Agreement.
- 4.2 PB warrants that it has the right, power and authority to license the Software to the Client upon the terms and conditions of this Agreement.
- 4.3 PB does not warrant that the Client's use of the Software will be uninterrupted or error free or that the Software will be free of harmful code such as viruses, trojan horses, worms or other malicious codes.
- 4.4 Subject to the foregoing, all conditions, warranties, terms and undertakings express or implied, statutory or otherwise in respect of the Software are hereby excluded.
- 4.5 The Client shall not:
  - a) (other than as permitted by law) reverse compile, reverse engineer, adapt or otherwise modify the whole or any part of the Software; or
  - b) remove or alter any copyright or other proprietary notice on the Software.
- 4.6 The Software contains confidential information of PB and all copyright, trademarks and IPR in the Software are the exclusive property of PB (and/or its licensors) and the Client shall (at its cost) take all such steps as are necessary from time to time to protect PB's confidential information and IPR in the Software.
- 4.7 The Client is responsible for ensuring that Software is compatible with its existing software programmes and PB shall not be liable to the Client where the Client's use of the Software is incompatible with such existing software or where such use causes corruption, interruption or other errors in respect of the Client's existing software or systems.

## 5 Client access and passwords

- 5.1 The Client shall be responsible for the acts and/or omissions of any persons making use of its Logon Details whether being authorised to do so or not. The Client will promptly notify PB on becoming aware of any Logon Details being known and/or available to a third party.
- 5.2 If the Client becomes aware that any unauthorised access to it or use of the Software and/or Service has occurred or may occur, it shall promptly notify PB.
- 5.3 If PB becomes aware that any unauthorised access to or use of the Software and/or Service has occurred or may occur it shall promptly notify the affected Client.
- 5.4 Without prejudice to PB's rights under Clause 5.5, upon notification under Clause 5.2 or 5.3, PB and the Client shall discuss what steps if any may be appropriate to reduce the risk of any further unauthorised access to or use of the Software and / or Service, and each of the Client and PB shall take such steps as soon as is reasonably practicable at their own cost.
- 5.5 Where at any time PB becomes aware that the Client is not complying the terms of this Agreement included but not limited to access to or use of the Software and/or Service or that there has been or may be unauthorised access to or use of the Software and /or Service, PB reserves the right to suspend and/or terminate the Client's access to the Software and the Service, and will notify the Client in the event that suspension or termination occurs. PB has discretion to restore the Client's access where the Client has demonstrated to PB's reasonable satisfaction that such non-compliance has ceased and the Client is taking all reasonable steps to prevent its recurrence.
- 5.6 Due to the nature of the internet, online systems and software, PB cannot ensure that the Service will be available at all times and/or will always function effectively. Accordingly, PB shall not be liable to the Client in respect of unavailability or malfunctioning of the Service. PB will attempt to inform Clients via the Mailstream on Demand Website, or by other means, of periods of planned downtime during which the Client will not be able to access the Service. However, Clients should be aware that some downtime may not be planned.
- 5.7 PB shall not be liable to the Client where the Client is unable to access the Service, electronically convey Mail or otherwise use the Service for reasons related to internet connectivity and/or telecommunications.

## 6 Charges and Payment

- 6.1 You will pay the Charges and all postage costs. Any monthly subscription fee will be billed monthly in arrears. All Charges and postage costs will be invoiced to you.
- 6.2 Invoices are due for payment 30 days from the date of invoice ("Due Date").
- 6.3 If you do not pay us by the Due Date then, without limiting our remedies under law or as set out in this Agreement, we shall be entitled to charge interest on the overdue sum from the Due Date until payment, whether before or after judgment. Interest under this Clause will accrue each day at 5% a year above the Bank of England's base rate from time to time.
- 6.4 Unless you advise us otherwise, we will opt to send you notification that your invoice is available to view on Your Account at the following address [www.pitneybowes.com/co.uk](http://www.pitneybowes.com/co.uk) and visiting the Your Account pages. A hard copy will not be sent. This concerns all payments.
- 6.5 You will deliver sufficient data and information to be incorporated into the statements, including the names and addresses of the intended recipients of such statements to us each month during the term of this Agreement to produce and deliver the Minimum Volume Commitment. In the event that you do not meet the total of the combined Minimum Volume Commitments in any given Quarter, then you will pay the Minimum Volume Commitment Shortfall Fee.
- 6.6 Postage costs shall increase as and when Royal Mail increase such, and paper supplies will increase when our suppliers increase such. Charges will increase when our subcontractors increase charges, in addition, we have the right to increase the Charges during each Renewal Term by 5%. We will provide you with 30 days written notice of increase to Charges.
- 6.7 All payments due from you under this Agreement will be made without deduction whether by way of counterclaim, set off or otherwise.
- 6.8 All charges or other sums payable under this Agreement are expressed exclusive of VAT, which shall be paid at the time and in the manner required by law.
- 6.9 If any charges are not paid by the Due Date or are unpaid and due, we shall be entitled to immediately suspend the performance or further performance of its obligations under this Agreement without liability to you.

## 7 Exclusion of Liability and Claims

- 7.1 The Client acknowledges and agrees that:
  - a) the treatment of all Mail processed under the Service pursuant to this Agreement will be the same as in the case of ordinary Mail posted with Royal Mail and, in particular, PB does not keep detailed records of conveyance or delivery of any Mail; and
  - b) In the event of loss or damage to any Mail dealt with by PB under this Agreement, PB shall, subject to satisfactory proof of such Mail having been accepted by PB and of the loss or damage, and subject to the remainder of this Clause 7, pay compensation to the Client subject to the following limits:
    - i) where PB has already handed over the relevant Mail to Royal Mail, the compensation shall be limited to whatever payment PB recovers from Royal Mail under the Scheme in relation to that Mail;
    - ii) otherwise the compensation in respect of the relevant Mail shall be governed by Clause 7.2.
- 7.2 PB's maximum liability to the Client (whether under Clause 7.1 or other provisions of this Agreement, in contract, tort (including negligence or breach of statutory duty) or otherwise) under this Agreement is limited to the fees (excluding postage or material costs) paid by Client to PB (for the applicable services which gave rise to the claim) in the twelve (12) months before the event that gave rise to the claim.
- 7.3 Except as provided in Clause 7.1, PB shall not be liable to the Client or to any other person (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) for any loss of or damage to any Mail dealt with by PB under this Agreement or for any delay in delivery.
- 7.4 Notwithstanding Clause 7.1, PB shall not be liable to the Client for any loss or damage (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) of any Mail:
  - a) which occurs as a direct or indirect result of any failure by the Client to comply with the Agreement (including the Scheme and the Service Specification); or
  - b) for which PB has not acknowledged acceptance; and
  - c) unless the Client notifies PB of a claim under Clause 7.1 in writing within 28 days of the relevant date of acceptance by PB.
- 7.5 Except as set out in 7.7 below, under no circumstances will PB be liable for any (i) loss or damage to profits, sales, business, goodwill or anticipated savings; or (ii) business interruption or lost data; or (iii) punitive, special consequential, incidental or indirect damages; even if PB has been advised of the possibility of such loss or damage.
- 7.6 PB shall not be liable for any failure or delay in performance of PB's obligations (including for any loss or damage or failure to deliver or delay in delivery of a Mail) due to any event beyond PB's reasonable control including but not limited to an act of God, war, riot, industrial disputes, compliance with any law or

governmental order, rule, regulation or direction, or default of suppliers or subcontractors.

7.7 Nothing in this Agreement shall exclude or restrict either party's liability for:

- (i) fraud or fraudulent misrepresentation;
- (ii) death or personal injury caused by negligence; or
- (iii) any other liability which by law cannot be excluded or limited.

7.8 The Client shall indemnify PB and keep PB indemnified against any liability, loss, claim, costs or expense (including legal expenses) suffered or reasonably incurred by PB (or its employees, agents or contractors) as a result of any breach by the Client of any provision in the Agreement.

## 8 Term and Termination

8.1 The Agreement shall commence on the Effective Date and the Term shall start on the Acceptance Date. Thereafter this Agreement shall automatically renew for additional 12 month periods unless either party gives notice to the other at least 90 days before the end of the then period of its decisions not to renew this Agreement (a "Renewal Term").

8.2 Either party (the "terminating party") may terminate this Agreement immediately by giving the other party (the "breaching party") notice if:

- a) The breaching party commits any breach of terms of this Agreement and the breach is not capable of remedy or where the breach is capable of remedy the breaching party has not remedied that breach within 14 days of being notified of the breach by the terminating party; or
- b) The breaching party has an administrator or a receiver (including any administrative receiver or manager) appointed over the whole or any part of its assets or an order made or a resolution passed for winding-up of the breaching party (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if circumstances arise which entitle a court or creditor to appoint a receiver or manager or which entitle a court to appoint an administrator or make a winding-up order or if the breaching party has made any composition with its creditors generally.

8.3 PB may terminate this Agreement immediately by giving the Client notice if the Client fails to pay any Charges or other sums due under this Agreement when due, provided that PB has given the Client notice specifying an intention to terminate this Agreement and given a period of 7 days to remedy that failure.

8.4 During a renewal Term, PB may terminate this Agreement for convenience at any time on 60 days written notice to Client.

## 9 Consequences of Termination

9.1 The termination of this Agreement (for any reason) shall not affect the coming into or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such termination and shall be without prejudice to any other rights of either party accrued up until the end date of termination.

9.2 On termination of this Agreement (for any reason) the Client shall immediately:

- a) cease using the Software; and
- b) cease using the Logon Details; and
- c) The Client shall also immediately upon termination of this Agreement or otherwise when reasonably requested by PB return to PB any property (and delete, remove and uninstall all copies of the Software held by the Client provided to the Client under this Agreement).

## 10 Confidentiality

10.1 Except as provided in Clauses 10.2 and 10.3, PB and the Client undertake to the other to keep confidential the terms of this Agreement, all information (written or oral) concerning the business, the clients or financial information of the other that it has received as a consequence of the discussions leading up to this Agreement or which it subsequently receives as a consequence of the performance of this Agreement, including the prices charged by PB under this Agreement ("Confidential Information").

10.2 PB and the Client may each disclose Confidential Information to their affiliates, suppliers, subcontractors, Royal Mail (in the case of PB), respective legal, financial and other business advisors (in each case in so far as such advisors need to know such Confidential Information) or as may be required by law or by any regulatory authority.

10.3 Clause 10.1 shall not apply to Confidential information which was the receiving party can demonstrate was: (i) already in its possession prior to its receipt from the disclosing party; (ii) was subsequently disclosed to it lawfully by a third party who did not obtain such Confidential Information (directly or indirectly) from the disclosing party; or (iii) was in the public domain at the time of receipt by the receiving party or has subsequently entered the public domain other than as a result of a breach of Clause 10.1 by the receiving party.

10.4 The obligations of the parties under this Clause 10 survive termination of this Agreement however caused.

## 11 Data Protection

11.1 Both parties will comply with applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and PB is the data processor (where Data Controller and Data Processor have the meaning as defined in the Data Protection Legislation) and the parties will comply with the terms of the Data Processing Addendum governing the processing of personal data.

11.3 This Clause 11 does not apply to data or Personal Data that PB will collect, use, disclose, transfer, and store as needed to administer this Agreement and for its operational and business purposes. That is further described in Pitney Bowes' Privacy Statement which is found here:

<https://www.pitneybowes.com/uk/privacy-statement.html>

## 12 Assignment and Sub-contracting

12.1 PB may sub-contract the performance of any of PB's obligations under this Agreement. The Client recognises that PB will hand over any physical Mail to Royal Mail for final conveyance to the destination address.

12.2 This Agreement is personal to the Client and the Client may not assign or licence any or all of the Client's rights or obligations under it without the prior written agreement of PB.

13 Notices. Except for legal notices, any requirement to provide notice in writing to you can be made to the email address registered in Your Account. Legal notices to you or any notice to us given under this Agreement must be sent by pre-paid post to the address shown on the Order Form or to any other address we have told each other about in writing. The notice will be deemed delivered 2 business days after posting. Legal notice(s) to us must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY". Under this clause a "legal notice" is the service of any proceedings or other documents in any legal action.

14 Miscellaneous

- 14.1 Force Majeure. Except for a party's payment obligations, neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including without limitation, acts of God, governmental actions, transportation problems, strikes, lockouts, riots, acts of war, acts of terrorism, delays or errors by postal authorities or changes of laws or regulations, epidemics, fire, interruption failure of internet, general internet or communication line failures, interruption or failure of telecommunications or digital transmission links, hostile network attacks, power surges or failures, earthquakes or other disasters (a "Force Majeure Event").
- 14.2 PB reserves the right for it and for Royal Mail to open and inspect Mail to verify compliance with the requirements of relevant law and regulation and this Agreements.
- 14.3 The failure of either party to enforce or to exercise, at any time for any period, any term of, or right arising pursuant to, Agreement does not constitute, and shall not be construed as, a waiver of such a term or right and shall not affect the party's right to enforce or exercise it at a later date.
- 14.4 This Agreement constitutes the entire agreement between the parties and supercedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 14.5 Each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 14.6 Neither party intends any third party to have the right to receive the benefit of any provisions of this Agreement and the Contract (Rights of Third Parties) Act 1999 shall not apply of this Agreement.
- 14.7 If any term or provision of this Agreement shall be held illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
- 14.8 Governing Law. This Agreement will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.