



13 October 2020

Royal Mail Wholesale

4th Floor
185 Farringdon Road
London
EC1A 1AA

PRICE CHANGES FOR THE ACCESS LETTERS CONTRACT

Dear Customer,

Today, we publish new prices for the Access Letters Contract that will come into effect from 4 January 2021. This letter is accompanied by a formal contract change notice (number 066). You can find all the new prices at www.royalmailwholesale.com/pricing.

We recognise how hard it is for many companies in the current environment, particularly coming off the back of economic uncertainty of the past few years. We have, ourselves seen a continued shift of traffic mix from letters to parcels which has challenged our financial position in the UK. Letter volumes have continued to decline, and the growth in parcels has not closed that gap.

Additionally, in line with most UK businesses, Covid-19 is heavily impacting Royal Mail. The pandemic is affecting our operation through higher levels of Covid-19 related absences and necessary social distancing measures, as well as accelerating the decline in letter volumes. At our AGM in September 2020 we reported that addressed letter volumes (excl. elections) had declined by 28% (1.1 billion fewer letters). We expect this will continue to be the case for some time to come as the pandemic situation evolves.

We have also seen our costs increase due to the steps we have taken, in accordance with Government guidance, to ensure the safety of customers and our own staff during the pandemic. To date those steps have included investing in increased staff time and temporary resource to partially address high levels of absence due to Covid-19; diverting non-operational staff to support operations; and significant investment in additional protective equipment and other costs.

We remain firmly committed to delivering the highest level of service possible, while maintaining and investing in the Universal Service, which Royal Mail is honoured to provide. This comes with high fixed costs which need to be paid for. We continue to expect Royal Mail to make a material loss this financial year 2020-21 and will not become profitable without substantial business change. We have already shared the steps we are taking to improve our financial position, including a far-reaching management restructure and targeting flat non people costs in FY2021-22. At the same time we need to continue to invest to make the transformation required.

How Prices Are Changing

From 4 January 2021, we are increasing our prices for Business Mail letter services by an average 13% and large letters by an average of 8%. For example, customers that post Access 70 Mailmark in trays will see a 3.388p per item increase whereas if they post Access 70 (manual) in trays the increase is 4.331p per item. We regret the need to raise some of our prices in this way, but we are doing this to ensure the Universal Service can be delivered sustainably.

We have kept Advertising Mail prices as low as possible, with an average increase of circa 3%. Our new prices will help Direct Mail remain competitive in the Media market, for example a customer using Access 70 Mailmark in trays will see a 0.527p per item increase.

Customers may be able to minimise their cost increases by taking advantage of some of the following initiatives:

- **Mailmark Economy service** – On 4 January 2021, our new Mailmark Economy service for Letter format launches, introducing a service which defers the delivery of non-time critical letters by up to three days. The new service is set at a lower price than standard Mailmark, creating a choice between two service standards for Advertising and Business Mail customers. Business Mail under the new service will be

0.808p lower, and advertising mail will be 0.527p lower than their standard Mailmark equivalent. I can confirm that the service will launch as VAT-rated whilst we await Ofcom's consultation and decision on the regulatory status of the service. We will update you at the earliest opportunity once Ofcom has made its final determination. In the event Ofcom's decision leads to the service being deemed VAT-exempt under HMRC rules, we will take the necessary steps to change our billing systems as soon as practically possible, and, if appropriate, issue a VAT credit note to impacted customers.

- **Extended scope of Magazine Subscription Mail service** – Customers are increasingly moving to our Mailmark Subscription Mail service to post their Magazines, and we announced the 2021 prices last December. We will announce the prices for 2022 later this year in line with our commitment to provide 12 months' notice, enabling magazine brands to set their subscription rates with confidence. Additionally, we have widened the scope of the service such that, from 4 January 2021, customers can use the new Magazine Subscription Service to post large letters up to 25mm thick as manual items. The existing Access 70 Mailmark service, which is the lowest priced option of posting under our Magazine Subscription Service, can continue to be used for large letters up to 10mm.
- **Development of incentives** – During 2020 we have extended our range of incentives to unprecedented levels to support customers through the most challenging of times, which has made a material difference to the posting plans of many brands. We will continue to work with you through 2021 to explore new ways in which we can unlock discretionary volumes, and support customers trying to use mail in new ways.

Improving the cost alignment of zonal prices

We indicated to you last October that we adjusted the zonal prices as part of an ongoing objective to ensure they broadly reflect the actual cost of serving the different zones whilst aiming to mitigate against price shocks for customers. We have again updated the zonal prices as part of this initiative. For illustrative purposes the table below shows the Mailmark prices for Business and Advertising Mail letter items posted in trays for each zone valid from 4 January 2021.

Mailmark	Zonal Price Plan Access Charges for Letter format items posted in trays			
	Urban	Suburban	Rural	London
Business Mail	27.135p	29.067p	32.952p	31.405p
Advertising Mail	15.759p	17.691p	21.576p	20.029p

No change to Mailmark missort charges

We remain committed to reviewing non-compliance charges for customers and continue to see improvement in issues relating to Mailmark missorts. We have, therefore decided to maintain the Mailmark missort charges at their current rates.

Introduction of a JICMAIL Levy and changes to the opt-out process

Following representations from advertising industry bodies, such as DMA, IPA and ISBA, and posting brands, we are introducing a new JICMAIL levy to support the future funding of JICMAIL. The levy, set at 0.3%, will replace the existing subscription model applied by JICMAIL, providing greater transparency of associated costs to advertisers. Much like the current ASBOF levy, Royal Mail will act as a collection agent of the JICMAIL levy from advertisers, and pass all levies collected directly to JICMAIL.

JICMAIL is a valuable tool for bringing added insight on the value of mail to posting customers, and so it is important that the industry collectively supports it with a more sustainable funding model. Therefore, we would like to introduce the new levy to be effective from 4 January 2021. However, under the Access Letters Contract, we are required to provide 4 months' notice, for Advertising Mail and Partially Addressed Mail, and 190 days' notice for Responsible Mail, to introduce the JICMAIL levy. The appended contract change notice (number O67) provides full details of the changes we are making to the contract.

On this basis we seek consent from all our Access customers to introduce the change on a shorter notice period than required under the Access Letters Contract, but still in excess of the regulatory minimum notice period of 70 days required under USPA 7.4 of the USP Access Conditions.

If we receive unanimous consent from all our Access customers by 13 November 2020, the change will become effective from 4 January 2021. If we do not receive consent from all customers by 13 November 2020, the change will come into effect on 22 April 2021. We will confirm by email whether we have received unanimous consent or not by 16 November 2020.

To provide your consent, please sign a copy of this letter at Annex A below and return by email to ravi.chauhan@royalmail.com.

Changes to the JICMAIL opt-out process

Following recommendations from the industry we are also simplifying the process for capturing JICMAIL opt-out information. Moving forward, accountability for recording opt-out information, currently with mail producers, will be moved to Access contract holders, so that opt-out preferences for posting brands are passed to Royal Mail via a simple form. The appended contract change notice (number 068) provides full details of the changes we are making to the contract.

As with the JICMAIL levy, for the change to take effect from 4 January 2021, we seek your consent to introduce the changes on a shorter notice period. To provide your consent, please sign a copy of this letter at Annex B below and return by email to ravi.chauhan@royalmail.com.

Our commitment to you

Finally, I would like to take this opportunity to thank you for your business and give you my assurance that we are committed to working collaboratively with our customers to provide the highest possible levels of service and value to you and your customers.

Your Account Director will be in touch to discuss the any queries you may have in relation to the price changes.

Yours sincerely,



Tim Cable
Wholesale Products Director
Royal Mail Wholesale

Annex A: Customer consent

I provide consent on behalf of _____ (Access Letters Contract holder) for the change to the introduction of the JICMAIL levy to take effect from 4 January 2021.

Authorised Signatory

Name

Date

Annex B: Customer consent

I provide consent on behalf of _____ (Access Letters Contract holder) for the change to the JICMAIL opt out process to take effect from 4 January 2021.

Authorised Signatory

Name

Date

ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 066
Date: 13 October 2020

This notice applies if you hold an Access Letters Contract (Contract) with Royal Mail Group Limited, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ.

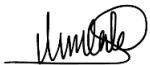
1 Definitions and interpretation

- 1.1 If a word or expression is defined in this notice, it shall have the meaning given in this notice.
- 1.2 Any words or expressions which are not defined in this notice, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to this notice.

2 Changes to the Contract

- 2.1 We hereby give you notice under clause 13.2.3 of the General Access Terms and Conditions to change the Access Charges with effect from 4 January 2021, details of which can be found on our Website, www.royalmailwholesale.com/pricing.

Yours sincerely,



Tim Cable
Wholesale Products Director
Royal Mail Wholesale

ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 067
Date: 13 October 2020

This notice applies if you hold an Access Letters Contract (Contract) with Royal Mail Group Limited, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ.

1 Definitions and interpretation

- 1.1 If a word or expression is defined in this notice, it shall have the meaning given in this notice.
- 1.2 Any words or expressions which are not defined in this notice, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to this notice.

2 Changes to the Contract

- 2.1 Under Paragraph 12.1 of Schedule 6: Advertising Mail, we hereby notify you of the following changes to Schedule 6: Advertising Mail to the Contract:

- 2.1.1 The following definitions will be added to Paragraph 2.2 as follows:

JICMAIL Levy *the voluntary levy on advertising mail payable to JICMAIL;*

JICMAIL Levy Cap *means:*

- a) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity;*
- b) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);*

- 2.1.2 A new Paragraph 14 shall be added to read as follows:

14 *Deduction of the JICMAIL Levy*

14.1 You agree that we may, subject to paragraph 14.3 of this Schedule, collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as Advertising Mail under the terms of the Contract. The JICMAIL Levy is voluntary. We shall pass the entire value of the JICMAIL Levy to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap. You and we agree that when you present Mailing Items as Advertising Mail with Responsible Mail, the JICMAIL Levy will be applied only once and not across both Access Services.

14.2 You acknowledge that we are providing a collection service for the JICMAIL Levy only. If you want a refund of the JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W

855 (or such other address as may be advised from time to time), giving the following information:

- 14.2.1 evidence confirming that you have paid the JICMAIL Levy, and confirmation of the amount paid; and*
- 14.2.2 an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.*
- 14.3 We will notify you if we are no longer appointed to collect the JICMAIL Levy.*
- 14.4 We may amend or withdraw the requirements of this paragraph 14 of this Schedule on 70 days' notice.*

2.2 Under Clause 13.2.1(a) of the General Terms and Conditions of the Access Letters Contract we hereby notify you of the following changes to Schedule 7: Responsible Mail to the Contract:

2.2.1 The following definitions will be added to Paragraph 2.2 as follows:

***JICMAIL Levy** the voluntary levy on advertising mail payable to JICMAIL;*

***JICMAIL Levy Cap** means:*

- c) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity;*
- d) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);*

15 Deduction of the JICMAIL Levy

15.1 You agree that we may, subject to paragraph 15.3 of this Schedule, collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as Responsible Mail under the terms of the Contract. The JICMAIL Levy is voluntary. We shall pass the entire value of the JICMAIL Levy to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap. You and we agree that when you present Mailing Items as Advertising Mail with Responsible Mail, the JICMAIL Levy will be applied only once and not across both Access Services.

15.2 You acknowledge that we are providing a collection service for the JICMAIL Levy only. If you want a refund of the JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS (or such other address as may be advised from time to time), giving the following information:

- 15.2.1 evidence confirming that you have paid the JICMAIL Levy, and confirmation of the amount paid; and*

15.2.2 *an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.*

15.3 *We will notify you if we are no longer appointed to collect the JICMAIL Levy.*

15.4 *We may amend or withdraw the requirements of this paragraph 15 of this Schedule on 70 days' notice.*

2.3 Under Paragraph 12.1 of Schedule 28: Partially Addressed Mail we hereby notify you of the following changes to Schedule 28: Partially Addressed Mail to the Contract:

2.3.1 The following definitions will be added to Paragraph 2.2 as follows:

JICMAIL Levy *the voluntary levy on advertising mail payable to JICMAIL;*

JICMAIL Levy Cap *means:*

e) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity;

f) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);

14 Deduction of the JICMAIL Levy

14.1 *You agree that we may, subject to paragraph 14.3 of this Schedule, collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as Partially Addressed Mail under the terms of the Contract. The JICMAIL Levy is voluntary. We shall pass the entire value of the JICMAIL Levy to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap. You and we agree that when you present Mailing Items as Partially Addressed Mail with Advertising Mail or Responsible Mail, the JICMAIL Levy will be applied only once and not across both Access Services.*

14.2 *You acknowledge that we are providing a collection service for the JICMAIL Levy only. If you want a refund of the JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS (or such other address as may be advised from time to time), giving the following information:*

14.2.1 *evidence confirming that you have paid the JICMAIL Levy, and confirmation of the amount paid; and*

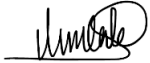
14.2.2 *an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.*

14.3 *We will notify you if we are no longer appointed to collect the JICMAIL Levy.*

14.4 *We may amend or withdraw the requirements of this paragraph 14 of this Schedule on 70 days' notice.*

2.4 We have sought the unanimous consent of all Access Letters Contract holders to introduce the changes detailed in paragraph 2.1 to 2.3 of this change notice from 4 January 2021. If we do not receive consent from all Access Letters Contract holders by 13 November 2020, the changes will come into effect on 22 April 2021.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Tim Cable', with a horizontal line underneath.

Tim Cable
Wholesale Products Director
Royal Mail Wholesale

ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 068
Date: 13 October 2020

This notice applies if you hold an Access Letters Contract (Contract) with Royal Mail Group Limited, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ.

1 Definitions and interpretation

- 1.1 If a word or expression is defined in this notice, it shall have the meaning given in this notice.
- 1.2 Any words or expressions which are not defined in this notice, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to this notice.

2 Changes to the Contract

2.1 Under Paragraph 12.1 of Schedule 6: Advertising Mail, we hereby notify you of the following changes to Schedule 6: Advertising Mail to the Contract:

2.1.1 The definition of 'Ad Mail Information' under Paragraph 2.2 shall be amended to read as follows:

means in respect of a given Advertising Mail Posting:

- (a) the information provided to us on a Posting Docket or e-Manifest (as applicable), in the course of providing the Advertising Mail service for that Posting;*
- (b) the Sample/Seed referred to in paragraph 7.1 which relates to that Posting; and*
- (c) the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 13.4.1(a) for that Posting.*

2.1.2 The definition of 'Data Opt Out' under Paragraph 2.2 shall be amended to read as follows:

means:

- (a) your right (where you are the posting customer); or*
- (b) the Originating Customer's or Customer Entity's right (as applicable),*

to opt out of JICMAIL's data sharing initiative as referred to in paragraph 13.2.2, and includes any subsequent data opt out referred to in paragraph 13.2.3 as applicable;

2.1.3 The definition of 'Independent Marketing Specialists' under Paragraph 2.2 shall be amended to read as follows:

means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;

2.1.4 Paragraph 5.2.2 shall be amended to read as follows:

5.2.2 that each Advertising Mail Posting:

- (a) contains a minimum 4000 Mailing Items in a Daily Posting;*

- (b) *is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and*
- (c) *unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,*

and, for the avoidance of doubt, the Advertising Mail Discount will nonetheless apply to the Advertising Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 13.2.2 or 13.2.3 (as applicable).

2.1.5 Paragraph 13.2 to 13.6 shall be amended to read as follows:

13.2 You agree to inform each Originating Customer and Customer Entity:

13.2.1 of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in paragraph 13.1;

13.2.2 that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the Data Opt Out) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (Data Opt Out Notification);

13.2.3 that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (Opt Out Period), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 13.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and

13.2.4 that:

- (a) *if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 13.2.2 and 13.2.3 above (as applicable); and*
- (b) *if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Ad Mail Information and share their Industry Input Data for the purpose set out in paragraph 13.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.*

13.3 We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.

13.4 You will ensure that:

13.4.1 if the Data Opt Out has not been exercised pursuant to paragraph 13.2.2 or 13.2.3 (as applicable), then:

- (a) *the posting Customer Entity or Originating Customer must ensure each Advertising Mail Posting is assigned the correct Mail Reference and such*

Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:

(b) where an individual Advertising Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Advertising Mail Posting.

13.5 Paragraphs 13.1 to 13.4 shall apply equally if you are the posting customer of the Advertising Mail, in which case:

13.5.1 you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 13.2.2;

13.5.2 however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 13.2.3 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Ad Mail Information and share the Industry Input Data for the purpose set out in paragraph 13.1.

13.6 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:

13.6.1 those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or

13.6.2 where you are the posting customer, where you have not exercised the Data Opt Out.

2.2 Under Clause 13.2.1(a) of the General Terms and Conditions of the Access Letters Contract we hereby notify you of the following changes to Schedule 7: Responsible Mail to the Contract:

2.2.1 The definition of 'Data Opt Out' under Paragraph 2.2 shall be amended to read as follows:

means:

(c) your right (where you are the posting customer); or

(d) the Originating Customer's or Customer Entity's right (as applicable),

to opt out of JICMAIL's data sharing initiative as referred to in paragraph 14.2.2, and includes any subsequent data opt out referred to in paragraph 14.2.3 as applicable;

2.2.2 The definition of 'Independent Marketing Specialists' under Paragraph 2.2 shall be amended to read as follows:

means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;

2.2.3 Paragraph 5.2.2 shall be amended to read as follows:

5.2.2 that each Responsible Mail Posting:

(a) contains a minimum 4000 Mailing Items in a Daily Posting;

(b) is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID);

- (c) *is presented in Containers which all contain exclusively either Entry Level Responsible Mail or Intermediate Level Responsible Mail Mailing Items, as the case may be; and*
- (d) *unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,*

and, for the avoidance of doubt, the Responsible Mail Discount will nonetheless apply to the Responsible Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 14.2.2 or 14.2.3 (as applicable).

2.2.4 Paragraph 14.2 to 14.6 shall be amended to read as follows:

14.2 *You agree to inform each Originating Customer and Customer Entity:*

14.2.1 *of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in paragraph 14.1;*

14.2.2 *that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the Data Opt Out) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (Data Opt Out Notification);*

14.2.3 *that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (Opt Out Period), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 14.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and*

14.2.4 *that:*

- (c) *if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 14.2.2 and 14.2.3 above (as applicable); and*
- (d) *if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Ad Mail Information and share their Industry Input Data for the purpose set out in paragraph 14.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.*

14.3 *We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.*

14.4 *You will ensure that:*

14.4.1 *if the Data Opt Out has not been exercised pursuant to paragraph 14.2.2 or 14.2.3 (as applicable), then:*

- (a) *the posting Customer Entity or Originating Customer must ensure each Responsible Mail Posting is assigned the correct Mail Reference and such*

Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:

(b) where an individual Responsible Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Responsible Mail Posting.

14.5 Paragraphs 14.1 to 14.4 shall apply equally if you are the posting customer of the Responsible Mail, in which case:

14.5.1 you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 14.2.2;

14.5.2 however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 14.2.3 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Ad Mail Information and share the Industry Input Data for the purpose set out in paragraph 14.1.

14.6 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:

14.6.1 those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or

14.6.2 where you are the posting customer, where you have not exercised the Data Opt Out.

2.3 Under Paragraph 12.1 of Schedule 28: Partially Addressed Mail we hereby notify you of the following changes to Schedule 28: Partially Addressed Mail to the Contract:

2.3.1 The definition of 'Data Opt Out' under Paragraph 2.2 shall be amended to read as follows:

means:

(e) your right (where you are the posting customer); or

(f) the Originating Customer's or Customer Entity's right (as applicable),

to opt out of JICMAIL's data sharing initiative as referred to in paragraph 13.2.2, and includes any subsequent data opt out referred to in paragraph 13.2.3 as applicable;

2.3.2 The definition of 'Independent Marketing Specialists' under Paragraph 2.2 shall be amended to read as follows:

means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;

2.3.3 Paragraph 5.2.3 shall be amended to read as follows:

5.2.2 that each Partially Addressed Mail Posting:

(a) contains a minimum 10000 Mailing Items in a Daily Posting;

(b) is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and

- (c) *unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,*

and, for the avoidance of doubt, the Partially Addressed Mail Discount will nonetheless apply to the Partially Addressed Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 13.2.2 or 13.2.3 (as applicable).

2.3.4 Paragraph 13.2 to 13.6 shall be amended to read as follows:

13.2 *You agree to inform each Originating Customer and Customer Entity:*

13.2.1 *of our wish to use their Partially Addressed Mail Information and share their Industry Input Data for the purposes set out in paragraph 13.1;*

13.2.2 *that they have the right to opt out of us using their Partially Addressed Mail Information and sharing their Industry Input Data (the Data Opt Out) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (Data Opt Out Notification);*

13.2.3 *that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (Opt Out Period), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 13.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and*

13.2.4 *that:*

- (e) *if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 13.2.2 and 13.2.3 above (as applicable); and*
- (f) *if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Partially Addressed Mail Information and share their Industry Input Data for the purpose set out in paragraph 13.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.*

13.3 *We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.*

13.4 *You will ensure that:*

13.4.1 *if the Data Opt Out has not been exercised pursuant to paragraph 13.2.2 or 13.2.3 (as applicable), then:*

- (c) *the posting Customer Entity or Originating Customer must ensure each Partially Addressed Mail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:*

(d) *where an individual Partially Addressed Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Partially Addressed Mail Posting.*

13.5 *Paragraphs 13.1 to 13.4 shall apply equally if you are the posting customer of the Partially Addressed Mail, in which case:*

13.5.1 *you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 13.2.2;*

13.5.2 *however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 13.2.3 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Partially Addressed Mail Information and share the Industry Input Data for the purpose set out in paragraph 13.1.*


13.6 *We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Partially Addressed Mail Information shall not be Confidential Information for:*

13.6.1 *those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or*

13.6.2 *where you are the posting customer, where you have not exercised the Data Opt Out.*

2.4 We have sought the unanimous consent of all Access Letters Contract holders to introduce the changes detailed in paragraph 2.1 to 2.3 of this change notice from 4 January 2021. If we do not receive consent from all Access Letters Contract holders by 13 November 2020, the changes will come into effect on 22 April 2021.

Yours sincerely,

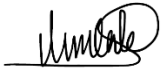


Tim Cable
Wholesale Products Director
Royal Mail Wholesale

ACCESS USER GUIDE AMENDMENT NOTICE NUMBER 062 (UGA062): JICMAIL DATA OPT-OUT
DATE: 13 October 2020

- 1.1 We notify you under clause 13.3.3 of the Access Letters Contract that we are changing the Access Letters User Guide to reflect changes to the JICMAIL Data Opt Out process.
- 1.2 Section 6.10.2 of the Access Letters User Guide shall be deleted.
- 1.3 We have sought the unanimous consent of all Access Letters Contract holders to introduce the changes detailed in paragraph 1.2 of this change notice from 4 January 2021. If we do not receive consent from all Access Letters Contract holders by 13 November 2020, the changes will come into effect on 22 April 2021.

Yours sincerely,



Tim Cable
Wholesale Products Director
Royal Mail Wholesale