

EMANIFEST BILLING TRIAL AGREEMENT

DATED _____ 2018

BETWEEN

- (1) **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ ("us" or "we" or "our"); and
- (2) **[Customer's registered name]**, a company registered in [country] (number [insert]) with its registered address at [registered address] ("you" or "your").

BACKGROUND

- (A) The parties have entered into an Access Letters Contract dated [insert] ("Access Contract").
- (B) We are trialling a new auto-billing process which uses an electronic Manifest (eManifest) instead of a Posting Docket to generate customer billing information, subject to the terms of this Agreement ("Trial").
- (C) Implementing the Trial will require changes to our systems and the procedures applicable under the Access Contract. To reduce the risk of errors in developing the overall solution, we are conducting the Trial in phases. The initial phase of the Trial is described in Schedule 1 of this Agreement ("Phase 1 Trial"). You must meet the Qualifying Criteria to participate in the Phase 1 Trial.
- (D) You meet the Qualifying Criteria for this Phase 1 Trial and wish to participate in the Phase 1 Trial on the terms of this Agreement.
- (E) This Agreement comprising the terms, and the Schedules, is made between you and us in connection with your Access Contract and provides the terms on which we will make available, and you will participate in, the Phase 1 Trial ("Agreement")

OPERATIVE PROVISIONS**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Any word or expression in this document which has an initial capital letter, but which is not defined in this Agreement, will have the meaning given in the Access Contract.
- 1.2 When used in this Agreement, each of the following words and expressions has the meaning which is given to it in this clause 1.2:

"**Go-Live Date**" means the date as notified by us to you in writing;

"**Phase 1 Trial Period**" means the period commencing on the Go-Live Date and ending on either: (i) a date to be notified in writing by us (such date to be no earlier than 6 months

from the Go Live Date or (ii) on the date we terminate the Trial (or the Phase 1 Trial) and/or this Agreement, or on which you cease to satisfy the applicable Qualifying Criteria, if earlier;

"**Qualifying Criteria**" means the criteria set out in Schedule 2 of this Agreement which you must satisfy to participate in the Phase 1 Trial on the terms of this Agreement;

"**Specification**" means the document set out in Schedule 1 of this Agreement, as amended from time to time in accordance with this Agreement;

"**Success Measures**" means the criteria set out in Schedule 3 of this Agreement;

"**Summary Vehicle Manifest**" has the meaning set out in paragraph 4.6 of Schedule 1 of this Agreement; and

"**Vehicle Manifest**" has the meaning set out in paragraph 4.2 of Schedule 1 of this Agreement.

2. **PARTICIPATION IN THE TRIAL**

- 2.1 Provided that you meet the applicable Qualifying Criteria, you may participate in the Phase 1 Trial during the Phase 1 Trial Period.
- 2.2 As soon as possible after entering into this Agreement you must at your own cost, undertake all systems and procedures changes required to enable you to comply with the Specification for the Phase 1 Trial Period. Once you have done so we will agree the Go-Live Date.
- 2.3 At all times during the Phase 1 Trial Period, both you and we agree that we will each comply with and will perform our respective obligations under the Access Contract and this Agreement.
- 2.4 Once you have started the Phase 1 Trial it will continue until the end of the Phase 1 Trial Period unless we agree with you in writing to extend the Phase 1 Trial Period. You must also ensure that you continue to meet the applicable Qualifying Criteria continuously throughout the Phase 1 Trial Period. If you wish to cease your participation in the Phase 1 Trial you will notify us as soon as is practicable of your wish to cease participation and the reasons for it, and we will agree the terms of your cessation with you in writing.
- 2.5 At the end of the Phase 1 Trial Period (or sooner by agreement if the Success Measures have been met for a sustained period), we may decide to make the changes introduced by the Phase 1 Trial permanent. In that event we will notify you in respect of any changes necessary to the terms of the Access Contract, including the User Guide. You agree that in those circumstances, for the period between (i) service of the relevant notice amending the Access Contract and (ii) the changes to the Access Contract taking effect (**Change Date**), you agree that these terms will be extended and will terminate automatically on the Change Date.

3. CHANGES TO, OR ENDING, THE TRIAL

- 3.1 You and we recognise that the Phase 1 Trial is pioneering in nature and, during the Phase 1 Trial, you or we may consider that this Agreement and/or the Specification does not address matters which should be addressed, or that the technical and operational elements of the Phase 1 Trial do not function in a desirable and/or effective way. If so, you and we agree to work together in good faith to try and resolve any such issues and, if we decide it is necessary, we will make changes and update the terms of this Agreement and/or the Specification.
- 3.2 We reserve the right to change the Qualifying Criteria for the Phase 1 Trial at any time, provided that we will not change such Qualifying Criteria in such a way that would mean you no longer satisfy such Qualifying Criteria for the Phase 1 Trial, unless we first agree that in writing with you. We will give you written notice of any subsequent phase of the Trial and the applicable Qualifying Criteria for that phase.
- 3.3 We reserve the right to terminate or suspend the Trial, the Phase 1 Trial and/or this Agreement at any time, on not less than seven days' prior written notice of such termination. Where we so suspend, we will give you no less than seven days' prior written notice if we then decide to reinstate the Trial, the Phase 1 Trial and/or this Agreement, in which case, the terms of this Agreement shall re-apply on and from the expiry of that reinstatement notice. Termination of this Agreement for any reason shall not affect any rights which have accrued under this Agreement before the date of termination.
- 3.4 Unless clause 2.5 applies, upon the termination or expiry of this Agreement, or for the duration of any period of suspension, the terms of your Access Contract will continue to apply in their entirety.

4. INTERACTION WITH THE ACCESS CONTRACT

- 4.1 Provided that you comply with your obligations under this Agreement, your compliance with the Specification during the Phase 1 Trial Period will not be considered by us as a breach by you of the terms of your Access Contract, including the User Guide.
- 4.2 You agree that the terms of this Agreement and our compliance with our obligations under this Agreement will not be considered by you as a breach by us of the terms of your Access Contract, including the User Guide. Except to the extent that the terms of this Agreement expressly differ from the analogous terms in your Access Contract during the Phase 1 Trial Period, it is agreed that your Access Contract will continue in full force and effect.
- 4.3 If we are prevented from performing an obligation to you under this Agreement by circumstances outside of our control, we will be released from that obligation and will not be liable for any failure to perform it.
- 4.4 In the event of any inconsistency, ambiguity or discrepancy between this Agreement and the Access Contract (including the User Guide), this Agreement shall have priority in relation to matters concerning this Agreement. The parties agree that the introduction of the Trial is not a change to any Access Charge or Permitted Variance for the purposes of clause 13.2.3 of the Access Contract and, accordingly, the Trial does not count towards the number of changes permitted under clause 13.2.3 of the Access Contract.

5. GENERAL

- 5.1 Clauses 6 (Liability), 10 (Notices) and 18 (General) of your Access Contract will apply to this Agreement as if they had been set out in full herein.
- 5.2 This Agreement is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.
- 5.3 This Agreement (and the documents referred to in it) sets out the entire agreement between you and us in relation to the subject matter of this Agreement and there are no terms or obligations which are binding on you or us in addition to those contained or referred to in this Agreement (and the documents referred to in it) which relate to the subject matter of this Agreement.

Please sign below to confirm you acceptance of the terms and conditions of this Agreement.

| | |
|---|--|
| Signed by Luisa Fulci duly authorised for and on behalf of Royal Mail Group Limited | |
| Signed by [insert name of signatory] duly authorised for and on behalf of [registered name of Customer] | |

SCHEDULE 1**Specification – eManifest Billing Phase 1 Trial****1. INTRODUCTION**

- 1.1 This Schedule contains the specification that you must adhere to when participating in the Phase 1 Trial. Capitalised words used in this Schedule have the meaning given to them in the Agreement or, where applicable, your Access Contract, unless otherwise defined.
- 1.2 The Phase 1 Trial consists of a new auto-billing process which uses an electronic Manifest (eManifest) instead of a Posting Docket to generate customer billing information, subject to the terms of this Agreement.

2. DIFFERENT PROCESSES

- 2.1 The processes under your Access Contract will change as follows during the Phase 1 Trial Period, and you shall comply with the revised process as detailed in the ‘Process during the Phase 1 Trial Period’ column of the below table, and the obligations at Paragraph 3 of this Schedule 1:

Table 1: Changes to processes

| Current Process | Process during the Phase 1 Trial Period |
|---|--|
| You upload a Posting Docket via Dockethub by 06:30am on the day of handover of your mail. You also upload an eManifest to the EHMS by 11:30am. Once you upload the eManifest, you have 5 days to hand over your mail associated with that eManifest. | You will no longer be required to upload a Posting Docket. Instead you upload a Vehicle Manifest to Dockethub by 08:00am on the day of handover of your mail and your driver hands over two hard copies of the Summary Vehicle Manifest to us upon arrival at the Inward Mail Centre. You continue to upload an eManifest to the EHMS system by 11:30am. You must include container IDs in spare field 10 and ensure that the weight field is accurately populated in the eManifest. |
| You may upload an Exceptions report with changes you have made subsequent to submission of the Posting Docket and prior to handover. You must upload this via Dockethub by 10:30am on the day of handover of your mail. | You will no longer be required to upload an Exceptions report. Once you have uploaded an eManifest, you will have up to 5 days to hand over your mail associated with that eManifest. If, after uploading the eManifest, you identify containers which you are not going to hand over within the |

| | |
|---|---|
| | 5 day period you must inform DSACC. |
| Royal Mail generates an invoice from the Posting Docket. This includes changes to the order following reconciliation with the eManifest and any non-compliance adjustments. | Royal Mail generates an invoice directly from the eManifest which you upload. The invoice will include any adjustment changes. We will continue to provide invoices weekly, but we will also provide customers a daily auto billing report. This report shows on a daily basis the accepted eManifest items that we will bill. |
| Royal Mail issues a Client Report which identifies your Access charges and the adjustments made to the Posting Docket. | Royal Mail will still issue a daily Client Report however this is for reporting purposes only and will include the same data as the eManifest. |

2.2 There is a process chart showing the new process during the Phase 1 Trial Period set out in the Appendix to this Schedule.

3. SYSTEMS CHANGES

3.1 Instead of uploading a Posting Docket and Exceptions report to Dockethub, you will need to upload a Vehicle Manifest to Dockethub and an eManifest to EHMS. The eManifest must include container IDs in spare field 10 and accurate item weights in the weight field. Therefore you need to make the necessary changes to your software to enable the upload of these documents with the information we require. We will give you details of the relevant changes needed to effect this.

4. YOUR OBLIGATIONS

4.1 Each Working day, you shall accurately declare to us via DocketHub the number of vehicles due to arrive at each Inward Mail Centre for each Access Slot (**Vehicle Declaration**). For Access Slots prior to 09:00, you must upload your Vehicle Declaration no later than half an hour before your due Access Slot, and for Access Slots from 09:00 onwards, you must upload your Vehicle Declaration by 08:30. If you fail to provide, or provide us with an inaccurate Vehicle Declaration, we may not be able to accept your vehicle(s). If it is operationally practical for us to do so, we shall accept the vehicle(s) but we reserve the right to charge you an administrative charge.

4.2 In addition to the information set out in the Posting Docket(s), you must give us additional information about each vehicle and the details of which Containers are carried by each vehicle for handover at an Inward Mail Centre (**Vehicle Manifest**).

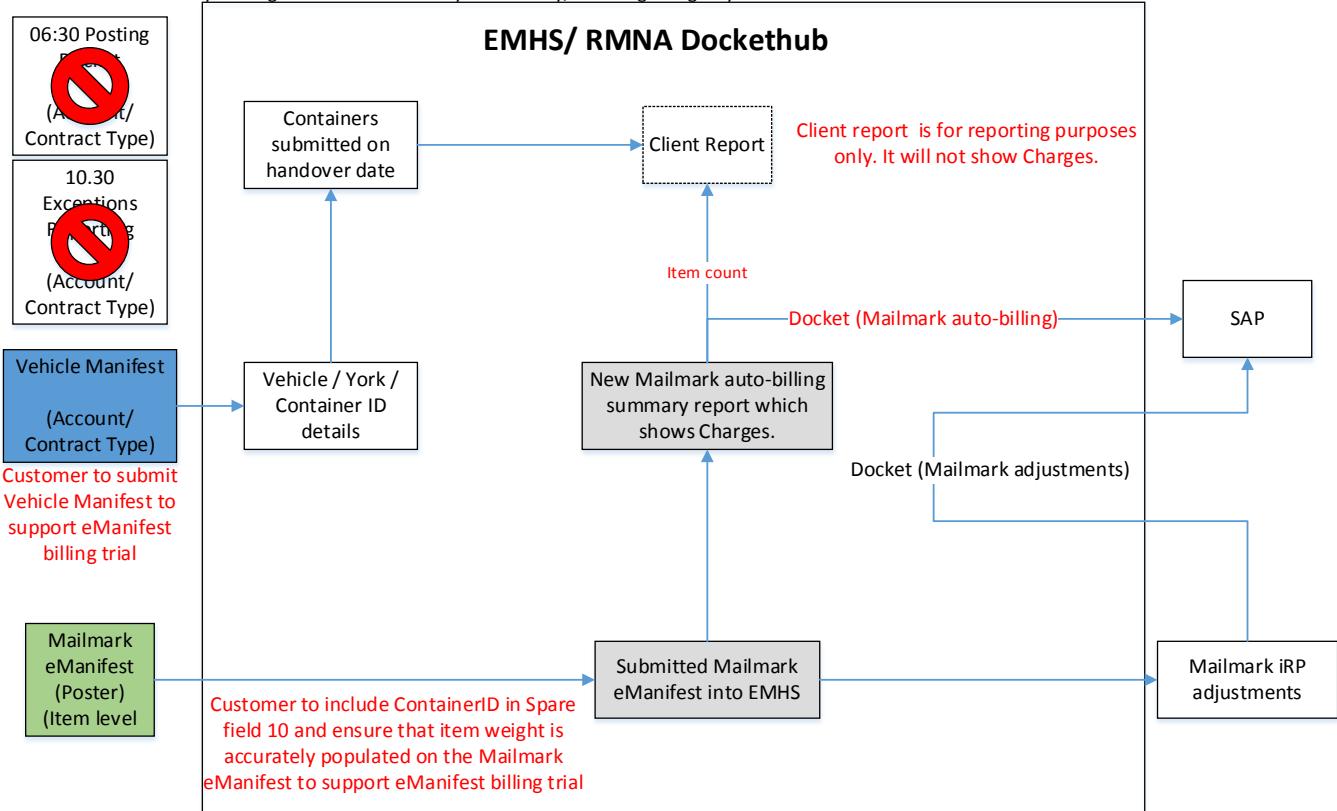
4.3 Each vehicle must bear a unique vehicle identifier that correlates to the Vehicle Manifest specific to that vehicle and which must be visible and legible to us on arrival at the Inward Mail Centre. Any such vehicle identification methodology that does not use vehicle registration number plates must be agreed in writing by us prior to use.

- 4.4 If you do not supply a Vehicle Manifest in line with paragraphs 2.1 and 3.2 of this Schedule 1, you must inform DSACC immediately. We shall refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.
- 4.5 If you have uploaded a Vehicle Manifest but the vehicle fails to arrive during the Access Slot, you must inform DSACC immediately. DSACC shall decide whether the vehicle will be cancelled or may have later access to the Inward Mail Centre. If the vehicle is cancelled, you must confirm to us the identity of the vehicle to be cancelled so that the correct Vehicle Manifest is cancelled.
- 4.6 When a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a manifest for that vehicle which set out the number of Containers by Container type carried on the vehicle for each Posting (**Summary Vehicle Manifest**). The Summary Vehicle Manifest shall be used in place of the "Summary Manifest" referred to in sections 9.4 and 13.4 of the User Guide and the "Waybill" as referred to in section 9.8 of the User Guide. Two copies of the Summary Vehicle Manifest will be signed, timed and dated by one of our employees after the vehicle is unloaded. One copy will be retained by your driver as a delivery note, and the other by the Inward Mail Centre. For clarity, the handover of Mailing Items and the signing of the Summary Vehicle Manifest shall not constitute our acceptance of the Mailing Items. Our acceptance of a Posting only occurs after we carry out revenue protection checks and any issues have been resolved with you to our satisfaction.
- 4.7 After the Mailing Items have been unloaded from a vehicle, if we identify that the number of Yorks is not consistent with the number stated on the Vehicle Manifest, or that the Yorks are not labelled in line with the User Guide, we shall not process the Mailing Items until you have remedied the discrepancy. If you cannot do this, we may refuse the Mailing Items of that vehicle and you shall reload the Mailing Items onto your vehicle and remove them from the relevant Inward Mail Centre. We may require you to pay an administrative charge in these circumstances.

APPENDIX 1 TO SCHEDULE 1

eManifest Billing Trial Process for customers who:

- post 100% of your Mailing Items using Mailmark;
- post Letters only, and not Large Letters;
- submit an eManifest and Vehicle Manifest for your own Mailing Items;
- handover all Mailing Items to no more than one Inward Mail Centre; and
- not handover any Mailing Items on behalf of any other entity, including an Agency Customer.



SCHEDULE 2**Qualifying Criteria**

The Qualifying Criteria for the Phase 1 Trial are that you must:

- (a) post 100% of your Mailing Items using Mailmark;
- (b) post Letters only, and not Large Letters;
- (c) submit an eManifest and Vehicle Manifest for your own Mailing Items;
- (d) handover all Mailing Items to no more than one Inward Mail Centre; and
- (e) not handover any Mailing Items on behalf of any other entity, including an Agency Customer.

SCHEDULE 3**Success Measures**

| Trial | Royal Mail desired outcomes | Customer desired outcomes |
|----------------------|---|--|
| eManifest billing | <ol style="list-style-type: none">1. To create accurate invoices from the eManifest;2. To identify accuracy of non-compliances reported by eManifest;3. To identify any other benefits and risks. | <ol style="list-style-type: none">1. To create accurate invoices from the eManifest;2. To check accuracy of Mailmark Containers handed over versus Containers declared on the Vehicle Manifest. |