

## 1. AGREEMENT

- 1.1 This Agreement in its entirety;  
 (a) subject to Clauses 1.4, 7.2.2(a) and 9.10, sets out the business between you and us with respect to the Products and services set out on the Order Form;  
 (b) unless otherwise stated on the page of the Order Form, incorporates all of the terms agreed between you and us and overrides any other terms and conditions on any purchase order, or in any document we may have given to you before you signed this Agreement;  
 (c) except in the case of fraudulent misrepresentation or fraudulent concealment, excludes all claims or statements made before you signed this Agreement and to the fullest extent permitted by law, except as expressly stated in this Agreement, excludes all conditions, warranties or other terms implied by statute or common law;
- 1.2 You agree that you have not relied on any representation or undertaking whether oral or in writing other than the terms expressly included in this Agreement.
- 1.3 Before we accept this Agreement, we may require a third-party, satisfactory to us, to guarantee your obligations.
- 1.4 If as part of your Agreement you have access to Pitney Bowes' SendPro® application, your use of that service is subject to the SendPro Terms of Use located in the SendPro application, the current version of which is located here: <http://www.pitneybowes.com/uk/license-terms-of-use/sendpro-subscription.html>.

## 2. DEFINITIONS

In this Agreement the following words shall have the following meanings:

- "Account" means a Pitney Bowes Purchase Power Account providing revolving credit maintained by us for you in connection with this Agreement.
- "Activity Fee" means the fee we will charge for your use of the SendPro Application, the amount being the greater of £1 or 1% of the total amount of transactions through the SendPro Application billed to your account in the relevant billing period.
- "Ascending Register Lock"- when the meter has reached its life end and can no longer be used.
- "Average Saleable Condition"- all of the products are immediately available for use by any other customer, other than you, without the need for repair or remanufacture.
- "Consolidated Billing"- a method of billing for postage, consumables and service charges on one invoice.
- "Customer Communication Centre"- contacted by telephoning 08444 992 992.
- "Data Capture" - the capability of Pitney Bowes to process and archive information regarding postal product usage by product type and weight break.
- "Date of Dispatch" - the date we (or our agents) dispatch the Products to you. Also the date on which you must commence the payments specified in the page of the Order Form.
- "Delivery" – dispatch by us (or by our appointed carrier) to your installation address.
- "Interest Rate" means 18.141% p.a. variable, charged on the daily outstanding balance and debited to the Account monthly in arrears, as varied by us from time to time in accordance with this Agreement.

"Late Payments Fees"- charges payable by you for each time that you pay late on or after due date. "Meter"- franking and date stamping device used to show postage paid.

"Meter Reset"- the resetting of your Postage Meter by means of the Postage by Phone facility.

"Normal Business Hours"- 9.00 am to 5.00 pm Monday to Thursday; 9.00 am to 4.30 p.m. on Friday (excluding public holidays) for Service Cover.

"Order Form" the page beginning "Hire Agreement" which references these terms and conditions.

"Postage by Phone" – Pitney Bowes postage pre-payment resetting facility which enables you to pre-pay for postage when using a Meter.

"Products"- hardware (including accessories/ancillary items) detailed in Description of Goods on the page of the order form beginning "Hire Agreement or in a separate Products Schedule.

"PSD"- (Postal Security Device) Device used for Postage by Phone security and funds management.

"Purchase Power"- a revolving credit payment facility, allowing payment in arrears for postage and/or Consolidated Billing.

"Repudiation"- when your actions indicate that you no longer intend to keep to this Agreement and, due to which, we may give you notice that we have terminated your right to possession of the Products and are arranging for their recovery.

"Scheme" - the Royal Mail Scheme for Franking Letters and Parcels, as issued by Royal Mail from time to time.

"Service Cover"- provides (i) a during Normal Business Hours next day response to emergency calls or when selected, an enhanced service cover will provide a targeted 6 hour response to emergency calls (ii) all emergency repairs, labour, spare parts (iii) for IntelliLink® range of Equipment, unlimited update to tariff increases and (iv) for non IntelliLink® range of Equipment capable of rate determination, a maximum of 2 tariff increases (Royal Mail or other) will be covered within a 12 month period starting with the Date of First Payment shown on the page of the Order Form and, thereafter, a maximum of 2 postal rate changes will be covered without charge for the 12 month period following each anniversary of the Date of First Payment during this Agreement. The postal rate charges offered above will not be applicable to the DM50/55 meter products, which include the current Royal Mail rates. Any future rates changes will be chargeable. For the PPO and DM50 ranges, technical assistance will be provided in the first instance through our knowledge base web support. This can be accessed by logging on to pitneybowes.co.uk and visiting the My Account pages.

"Transaction Fees" - charges payable by you for each Meter Reset, such charge being subject to change of which we will notify you from time to time.

"ValueMAX" - our product replacement programme and a waiver by us of your obligation to insure the Products and where we assume the risk of loss or damage to the Products upon your payment to us of a fee. This is not insurance.

"Vault"- Postage by Phone revenue security device. "Warranty Period"- 3 months from Products installation.

“we, us, our”- Pitney Bowes Finance Limited and/or Pitney Bowes Limited.

### 3. YOUR OBLIGATIONS

3.1 You must:

- (a) keep to this Agreement and any other agreement you have with us;
- (b) pay us in full and on time for the whole of the Minimum Period of hire and during any renewal period. Time is of the essence in respect of all your payments (including VAT) under this Agreement;
- (c) during any intervening period from the signature by you of a new agreement for new products to replace some or all of the Products and until the new agreement commences, continue to pay the Rentals due to us under this Agreement. This Agreement will terminate when the new agreement starts;
- (d) take care of the Products, keep the Products in your possession and under your control and keep them in good working order;
- (e) insure the Products for their full replacement value and against third party liability relating to them and provide us with evidence of the insurance, see Clause 16;
- (f) pay us the full replacement costs for any Products you lose;
- (g) use the Products only in accordance with the manufacturers instructions;
- (h) tell us in writing within 7 days of any change in your address;
- (i) pay us for any necessary Statutory alterations or modifications we have to make to the Products;
- (j) indemnify us and keep us indemnified against any loss, damage, expense or injury arising directly or indirectly out of your use of the Products other than in accordance with our operating instructions or out of any cause beyond our reasonable control.

3.2 We will charge you fees at the prevailing rate (which we will notify to you from time to time) for (a) any cheque or Direct Debit that fails to clear your bank account (this is currently £25) and (b) late rental payment interest calculated on the invoices outstanding at a rate of 2% per month and we will also charge you a late payment administration fee of £20 for each reminder we send you.

3.3 You must not without our written permission:

- (a) charge, part with, sell, or allow anyone else to use the Products, or move them from your installation address;
- (b) assign this Agreement to anyone else.

### 4. OUR RIGHTS, OBLIGATIONS AND LIABILITY

4.1 Our rights will not be affected if we do not enforce, or delay enforcing, any of these terms.

4.2 We may:

- (a) assign or transfer our rights or obligations to another party by informing you in writing;
- (b) use any credit balance we are holding on your behalf towards payment of any sum you owe us or which will fall due to us.

4.3 We will not be responsible for any delay, or the consequences of any delay, in performing our obligations if the delay is due to your failure to notify us of any change in your address or to any circumstances beyond our control.

Except in the case of fraud, personal injury or death caused by our negligence, or any other liability by law which cannot be excluded or limited:

- (a) our total liability under or in connection with this Agreement shall be limited to £100,000; and
- (b) we shall in no circumstances be liable for any consequential, indirect or special loss or damage (including, without limitation, loss of business or loss of profit, whether direct or indirect) however so arising (whether in contract, tort, negligence, other tort or otherwise)

### 5. OTHER CHARGES PAYABLE BY YOU

5.1 We will charge you fees at the rate currently prevailing (of which we will notify you from time to time) for, including but not limited to, the following:

- (a) copies of any/all documents including, but not limited to, copies of this Agreement, invoices, VAT Schedules and correspondence;
- (b) transferring this Agreement to a third party;
- (c) any holiday periods or payment re-scheduling that we may allow.

5.2 We may adjust your payments to us if the current VAT rate changes.

5.3 Payment method: If you choose not to pay by Direct Debit we will charge you an invoice fee of £5.00 or 2% of each invoice amount, whichever is the greater.

5.4 If shipping is checked on the page of the order form beginning “Hire Agreement”, an arrangement and shipping fee of £45.00 + VAT is payable when we accept this Agreement. This fee will be collected with your first Rental.

### 6. THE PRODUCTS

6.1 We own all the Products.

6.2 We may supply Products:

- (a) of a different model as long as their specifications are equal to or better than the Products listed and that as a result your Rentals do not increase;
- (b) whether newly manufactured or remanufactured, containing serviceable new or used parts which are warranted equivalent to new.

6.3 You must pay all costs (legal or otherwise) reasonably incurred by us in repossessing the Products and having any repairs carried out which are made necessary by reason of any breach by you of Clause 3.1(d).

6.4 Where any software application is provided either (a) as an integral part of the hardware comprised in the Products or (b) on any disk provided as part of the Products, that software is licensed to you free of charge. You must agree to the licence terms included on any disk provided.

6.5 Embedded software. Our Products may contain embedded software. You agree that: (a) Pitney Bowes Inc and its licensors own the copyrights and other intellectual property in and to the embedded software; (b) you are licensed only to use the embedded software with our Product in which the embedded software resides; (c) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (d) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and

(e) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

6.6 For users of the Connect+ Series Equipment. Your Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by Pitney Bowes. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated (i.e. ISP or internet supplier costs) for the use of the access point either in violation of this restriction or not.

## 7. POSTAGE METERS

7.1 We must obtain a licence on your behalf from Royal Mail for you to use a Meter and you undertake to strictly perform and observe the conditions of the licence.

7.2 When you are licensed to use the Meter:

7.2.1 you must not:

- (a) do anything which may result in Royal Mail revoking your licence;
- (b) make any alterations to the Meter, or the design or colour of any impression approved by Royal Mail without written consent from Royal Mail or us;
- (c) make any modifications or attachments to the Meter which will affect the franking or revenue recording system.

7.2.2 you must:

- (a) from installation of the Meter, have either Service Cover or a Mandatory Meter Inspections Agreement (Royal Mail requires mandatory meter inspections to be carried out for the period you are licensed to use a Meter);
- (b) for a period of 3 months from installation (and after then in accordance with the current Royal Mail regulations) allow us to remotely inspect a Meter fitted with a Vault as required by Royal Mail guidelines. Overdue inspections will render the Meter inoperable;
- (c) immediately upon request, at any time, deliver the Meter to us or to a specified Post Office for inspection, and collect the Meter following inspection by Royal Mail;
- (d) allow us to repossess any franking, date stamping dies, Postage by Phone security codes, Vaults, PSDs or Meters if we provide you with evidence that Royal Mail has asked us to repossess them;
- (e) indemnify us against any liability incurred by us to Royal Mail if Royal Mail demands payment from us because you are using a Meter or made a payment for postage without a valid licence.
- (f) ensure that the Meter has the active Royal Mail tariff with current prices. Failure to comply may result in surcharges from Royal Mail or may render the Products inoperable.

## 8. WARRANTY PERIOD

8.1 During the Warranty Period we will, free of charge during Normal Business Hours, provide you only for the replacement of equipment or components that have failed due to manufacturing defects (fair wear and tear excepted) (including parts and labour) to carry out on-site repairs and make mechanical adjustments.

8.2 Clause 8.1 above does not apply during the Warranty Period to any modification or adjustment necessary under Clause 9.4.2.

8.3 Print heads for your PB meter are a consumable item and, subject to Clause 8.1, we reserve the right to charge for print head replacement.

8.4 Subject to this Clause 8 and save as otherwise expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law as to fitness for purpose or quality of the Products or services provided under this Agreement are expressly excluded to the fullest extent permitted by law.

## 9. SERVICE COVER/INSPECTION

9.1 All exchanged parts become our property.

9.2 You shall maintain a safe working environment in accordance with Health and Safety Laws.

9.3 You must provide a suitable electrical power supply in accordance with our advice and/or recommendations.

9.4 We may:

- 9.4.1 cease Service Cover if you are late paying us;
- 9.4.2 make additional charges for time and material used for
  - (a) repairs caused by (including, but not limited to) accidental or deliberate damage;
  - (b) improper use or operation of the Products by untrained and/or non-competent personnel;
  - (c) operating adjustments made by the engineer that an operator would have been expected to conduct during normal operation;
  - (d) work outside of Normal Business Hours or which cannot conveniently be carried out on site.

9.5 We will not under any circumstances make any adjustments that may alter the Products specification or render them unsafe or unreliable.

9.6 If during the Minimum Period the Meter requires substitution due to failure or Ascending Register Lock we will substitute the Meter as long as you have Service Cover and the Meter has been used within its specification and has not been subjected to misuse.

9.7 If in our opinion reconditioning of the Products is required due to deliberate or accidental damage, abnormal use outside the Product specification, or failure outside the Service Cover, an estimate of the cost of reconditioning will be submitted to you. You must pay the costs of any necessary reconditioning.

If you do not authorise the work we may immediately terminate Service Cover.

9.8 We will respond to requests for on-site service within the target response time, provided you have requested service via the Customer Communication Centre.

9.9 Service Cover/Inspection does not cover re-licensing or re-fitting of Meter indicia in the event you change your Product installation address.

9.10 Any Service Cover agreement may be separate to this Agreement.

9.11 Service Cover/Inspection does not cover any repairs known by the Customer and/or by Us before the Service Cover/Inspection's subscription.

9.12 For the PPO and DM50 ranges, technical assistance will be provided in the first instance through our knowledge base web support. This can be accessed by logging on to [pitneybowes.co.uk](http://pitneybowes.co.uk) and visiting the My Account pages.

## 10. PURCHASE POWER AND PAYING FOR YOUR POSTAGE

10.1 We will:

- (a) set up on your behalf, or maintain an existing, Account, which is subject to the terms in this Clause 10;
- (b) as long as you are not in breach of the terms of your Account or this Agreement, and subject to your credit limit, pay to Royal Mail on your behalf the amounts for which you wish to reset your Meter and charge this amount to your Account together with a Transaction Fee; and
- (c) if applicable, charge to your account the Activity Fee.

10.2 Drawdowns and Payment.

- (a) The credit will be drawn down when you reset your Meter, purchase office supplies or other products or services offered by us or make any other payment due to us which we permit you to make using the Account. We will automatically debit your Account with the amount of each transaction.
  - (b) We will send you a statement each month if there is a balance outstanding on the Account or there are transactions or other movements on the Account and you must tell us immediately if anything on your statement is incorrect. You must pay us at least the amount shown as due for payment by the date indicated on the statement. The minimum sum payable is 1% of the amount outstanding plus interest, fees and charges. You may pay any larger sum you wish. Payments made by you will only take effect when received by us as cleared funds e.g. a cheque may take several days to clear after it is received by us.
  - (c) Payments received are applied to pay off the minimum payment shown on your statement, then the remaining balance on your statement, then any items not yet included in a statement. In each category interest and charges are paid first then the remainder of the balance.
- 10.3 Credit Limit and Statement of Account
- (a) We shall notify you of the credit limit in writing. In determining the credit limit we will take account of all factors we reasonably believe to be relevant.
  - (b) We shall send to you a statement of your Account each month showing all debits and credits to the Account since your previous statement.
  - (c) We may treat your right to draw on the credit as restricted or deferred, in which case we will give you notice of the same as soon as practicable and state our reasons for the same.
  - (d) Monthly statements will not be sent if there have been no transactions affecting your Account and the outstanding balance is nil.
  - (e) if Royal Mail refunds or surcharges a sum of postage under the terms of your license as outlined in the Scheme, we will apply the postage to your Account.

10.4 Interest.

- (a) If you pay the whole of the outstanding balance on the Account on or before the payment due date, we will not

charge interest on transactions debited to your Account between your last statement date and your current statement date so that you can receive a maximum of 55 days interest-free credit.

- (b) If you do not pay the whole of the outstanding balance on or before the payment due date, interest will be charged at the Interest Rate on the whole balance outstanding on your Account at any time from the date of each transaction up to the date of any repayment(s) and thereafter on the reduced outstanding balance until full repayment is credited to your Account.

10.5 Charges

- (a) Current Transaction Fees for Meter Resets are as follows:
  - i £7 for a reset value up to a maximum of £100; and ii £8 for reset values between £101 and £300; and
  - iii £13 for reset values between £301 and £1300; and
  - iv at 1% of the reset value for reset values over £1300.
- (b) If the balance on your account goes over the credit limit at any time during the statement period, an over limit fee will be charged to your account which will be in the sum of a minimum of £10 or 1% of the amount overlimit whichever is the greater up to a maximum of £100. In subsequent statement periods further over limit fees in this amount will only be charged to your account if either (i) your account remains over limit and you fail to pay the minimum payment due by the next statement date or (ii) the balance on your account is reduced below the credit limit and subsequently goes over the credit limit.
- (c) Where you fail to pay us any sum due in accordance with the terms of this Agreement on its due date we will charge you interest as set out in Clause 10.4 (b) above
- (d) We will charge a late payment fee of £25 each time you pay late or fail to pay. We will charge a fee of £20 in the event that your payment is rejected for lack of funds. The fee is charged per payment rejection.

10.6 For Customers paying by Direct Debit, unless you advise us otherwise, we will opt to send you notification that your invoice is available to view on My Account at the following address [www.pitneybowes.co.uk](http://www.pitneybowes.co.uk) and visiting the My Account pages. A hard copy will not be sent. This, concerns all payments made by Direct Debit but does not include the Rentals payments.

10.7 You or we may terminate the Account at any time by written notice to the other. Any termination shall not affect your liability incurred prior to termination, including in respect of transactions entered into before, but charged to the Account after, termination.

10.8 Closure of your Account for any reason will not affect your liability in respect of any payments due under any agreement with us.

11. RENEWAL

This Agreement will continue into a renewal period after the end of the Minimum Period at the same Rentals and frequency unless at least one month's prior written notice is given by either party to the other expiring no earlier than the last day of the Minimum Period.

12. ENDING THIS AGREEMENT

12.1 We may end this Agreement during the Minimum Period or any renewal period by giving you written notice if:

- (a) you do not keep to this Agreement or any other agreement with us; or
- (b) you do not pay us on time; or
- (c) any attachment or arrestment is made (in Scotland) against all or part of your assets; or you are unable to pay your debts when they are due or you are declared bankrupt or (in Scotland) become apparently insolvent; or
- (d) you are trading as a partnership, a petition for compulsory winding-up is presented against your business. Any of these will be considered as a Repudiation of the Agreement.

12.2 When this Agreement for any reason is terminated during the Minimum Period, you must pay to us all amounts already due to us including any interest payable on those amounts together with any expenses and costs incurred by us due to your failure to keep to the Terms of this Agreement plus all Rentals which would have been payable by you had this Agreement not ended early, less a discount at the rate of 3% per annum from the date each payment would have fallen due to the termination date and any sales proceeds (after all our expenses have been deducted) if we are able to sell the Products.

12.3 You may from time to time request that we agree to the termination of this Agreement during the Minimum Period. Should you wish to terminate, we will provide you with a written quotation setting forth the basis on which any agreed termination shall take place, which shall take into account all rental payments up to the date of the quotation. Such quotation shall remain valid unless and until you request a further quotation.

12.4 Where this Agreement is ended under this Clause 12, and you are paying for Service Cover in the Rental Amount on the page of the Order Form the compensation calculation referred to at Clause 12.2 above will include an allowance for undelivered future Service Cover.

12.5 During the renewal period after the Minimum Period, you can terminate this Agreement by giving us at least 1 month's written notice.

12.6 You must also immediately return the Products to us in accordance with Clause 13 below.

### 13. RETURN OF THE PRODUCTS

13.1 If this Agreement is ended under Clause 12 above, on expiry of the Minimum Period, or otherwise you will no longer have our permission to keep the Products and you must, within 14 days from when this Agreement ended, at your own risk and expense, return the Products (complete with all ancillary items originally supplied) in Average Saleable Condition to our Decommissioning Centre in Harlow.

13.2 If you do not return the Products you must:

- (a) allow us to enter the installation address so we may collect our Products and, if we have to collect them ourselves, pay us our reasonable costs for collection;
- (b) pay us the full replacement cost of the Products if we are prevented from collecting, or you no longer have, them and for any parts or accessories missing from returned or collected Products.

- (c) continue to pay Rentals on a pro-rata basis until all the Products are returned and accepted by us.

13.3 We will invoice you for any costs payable under Clause 13.2.

### 14. TREATMENT OF PURCHASE POWER CREDIT BALANCES

14.1 Where, for any reason, we hold money belonging to you we will note this in our records.

14.2 If your account with us is inactive for 6 months and we hold money belonging to you, we will write to you (at the last known address we hold for you) to inform you and to ask you if you wish us to pay the money back to you.

14.3 If you do not respond to our letter within 30 days of the date of that letter, we will charge you an account administration fee of £10 per month as our fee for continuing to hold and administer money belonging to you. We will deduct this fee from the money we hold. We will continue to deduct this fee monthly until we no longer hold any money belonging to you.

### 15. VARIATION OF THE AGREEMENT

15.1 We can vary this Agreement at any time. Normally We will only vary this Agreement to reflect changes in law, market conditions or good hire industry practice. Our rights of variation are subject to important restrictions set out in the rest of this Clause.

15.2 Subject to the exceptions set out in Clause 15.3 below, we will not vary any of the information set out in the page of the Order Form without entering into a new agreement with you.

15.3 The restriction set out in Clause 15.2 above does not apply to (a) applying a ValueMAX fee in accordance with Clause 16.4; or (b) a variation in any fees, charges or interest that may be applied by us on default. We can vary such fees, charges or interest without obtaining your consent.

15.4 If we vary this Agreement and the variation is to your disadvantage, we will give you at least 30 days' prior written notice of the variation, except where we have to vary the Agreement more quickly to comply with legislation.

15.5 In all other cases we will write to You within 30 days of having varied the Agreement.

### 16. RISK OF LOSS AND VALUEMAX™ PROGRAM

16.1 Risk of loss to Products passes to you from the date of Delivery by us until the Product is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

16.2 No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

16.3 To protect the Product from Loss, you will either (i) keep the Product insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"); or (ii) be enrolled in ValueMAX.

16.4 You must provide us with evidence of Insurance by calling us on 08444 992992 or sending it to us in accordance with the instructions on our website

(<http://www.pitneybowes.com/uk/white-papers/make-the-most-of-valuemax.html>) within 30 days of signing this

Agreement. If you do not provide evidence of Insurance and have not previously enrolled in ValueMAX, we may include the Product in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

16.5 We will provide written notice reminding you of your Insurance obligations described above in Clause 16.3(i).

16.6 If the Product is included in the ValueMAX program and any damage or destruction to the Product occurs (other than from your negligence or misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Product.

16.7 We are not liable to you if we terminate the ValueMAX program.

#### 17. JOINT AND SEVERAL LIABILITY

If your business is a partnership, each individual partner and the partnership business are all legally bound by the Terms and Conditions of this Agreement. This Clause does not apply if you are trading together as a Limited Liability Partnership.

#### 18. NOTICES

Any/all notice(s) given under this Agreement must be sent by first class pre-paid post to the address shown on Page 1 or to any other address we have told each other about in writing.

The notice will be deemed delivered two business days after posting. Any/all Legal notice(s) must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY".

#### 19. DATA PROTECTION

19.1 You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller. We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in our Privacy Statement which is found here: <http://pitneybowes.com/content/pb/uk/en/privacy-statement.html>.

19.2 Postage by Phone and Data Capture information may be routinely supplied by us to Royal Mail to provide you with information about Royal Mail products and services. We will use the Postage by Phone and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

#### 20. JURISDICTION

This Agreement is governed by and construed in accordance with Scottish law where you are ordinarily resident in Scotland. In all other cases, this Agreement is governed and construed in accordance with English Law. We all agree to submit to the exclusive jurisdiction of the English Courts.

Royal Mail is a trading name of Royal Mail Group PLC