

## NEOTOUCH SERVICES AGREEMENT

This Services Agreement (the "Agreement") is between you, the software user ("You" or Customer") and Neopost Limited with its principal place of business at Neopost House, South Street, Romford, Essex, RM1 2AR. Neopost and Customer are each a "Party" and collectively the "Parties". This Agreement states the terms that govern Customer's use of the Neotouch service ("Neotouch"). Any rights not expressly granted in this Agreement are reserved by Neopost.

### RECITAL

Neopost offers a web-based service that enables the Customer to send and/or receive Documents, as defined herein, to Recipients via Customer's choice of available business processes or transport services including but not limited to one or more of the following: Postal Mail, Electronic Mail, Facsimile, and Text. Customer may also elect to archive its Documents as specified herein. Customer desires to purchase Neotouch pursuant to the order form signed by the Customer (the "Order Form") and the terms and conditions herein.

### DEFINITIONS

"Document" is defined as Customer's correspondence (e.g. a letter, fax, text, or email message) as formatted and sent to Neopost by Customer for delivery to a Recipient.

"Recipient" is defined as the Customer-designated addressee or intended entity to whom Neopost sends a Document on behalf of Customer.

"Usage Fees" are defined as fees Customer is required to pay to Neopost for Neotouch services and does not include taxes which are charged separately.

All other capitalized terms used in this Agreement shall have the meanings as set forth herein.

### 1.0 TERM

**1.1** Except as specified elsewhere in this Agreement, this Agreement is effective as of the earlier of (a) the date an authorized Neopost representative accepts Customer's offer by signing the Order Form or (b) when the Neotouch service user name and password creation internet link is provided to Customer via email and shall continue thereafter for the initial term specified in the Order Form ("Initial Term"). Unless Customer notifies Neopost in writing at least sixty (60) days prior to the end of the Initial Term that Customer wishes to terminate the Agreement upon completion of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms unless either Party gives notice of termination as provided herein.

### 2.0 RIGHT TO ACCESS AND DATA

**2.1** Neopost grants to Customer a limited, non-transferable, non-exclusive right to access and use Neotouch, the Neotouch website, all applicable software (such as print driver components), graphics, and design elements contained in the website and all other information and materials regarding Customer's use of the services contained in the website, all solely for Customer's own internal business operations unless otherwise mutually agreed in writing between the Parties, and subject to the terms of this Agreement. Neither Neopost nor Neotouch provide Internet access. Customer acknowledges and agrees that it must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary for Customer to make such connection to the Internet, including a computer and modem.

**2.2** Upon Customer's proper registration, Neopost shall provide Customer with an email containing a username and internet link allowing Customer to create its password that grants access to the Neotouch service. Each Neotouch username and password is considered Confidential Information as defined in Section 4.0 of this Agreement. Customer and/or its representatives are responsible for undertaking safeguards to prevent unauthorized disclosure of any Neotouch username or password issued to it or any of its users and recognize that this Confidential Information must remain under Customer's control at all times. Customer shall only use Neotouch to meet its internal needs and not for the benefit of any third party. Customer may not rent, lease, sublicense, sell, offer as part of a fee-based service, assign (except as described herein), or otherwise transfer Neotouch in whole or in part to another party without the express written consent of Neopost.

### 3.0 PAYMENT AND PRICING

**3.1** Neopost will invoice Customer monthly for any applicable fees, including, but not limited to Setup, Training and Integration Fees, postage, Usage Fees, Monthly Subscription Fee or Overage Fees incurred for Document volume exceeding the Monthly Volume Level defined on the Order Form, and Other Services as specified in the Order Form or in this Agreement.

Neopost, from time to time, may make available additional Neotouch features and capabilities not included on the Order Form or this Agreement. In the event Customer uses a feature or capability not specified on the Order Form, Customer agrees that such use constitutes consent to be liable for the fees associated with such use, and Neopost shall invoice Customer for those additional services at Neopost's then current suggested retail price.

**3.2** Payment terms are net thirty (30) days from the date indicated on the Neopost invoice. When applicable, Customer shall pay, in addition to the other amounts payable under this Agreement, VAT and all taxes (but excluding any income taxes) levied or imposed upon Neopost as a result of the transactions under this Agreement. Payment of all Neotouch fees shall be in GBP. Customers may pay by bank transfer (bank details indicated in the Order Form) by direct debit (after completing and signing the direct debit mandate attached to the Order Form), or bank cheque drawn on a UK bank account unless otherwise specified in the monthly invoice. Customer shall pay all applicable bank transfer fees associated with its payments to Neopost. In the event that any invoice is not timely paid by Customer, Customer shall be in default of this Agreement ("Payment Default"). Customer shall have seven (7) calendar days to cure a Payment Default. Moreover delinquent invoices are subject to interest of 1.5% per month starting once the 7 days cure period has elapsed, on any outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection. Customer will continue to be charged for fees during any period of service suspension due to Customer's delinquency.

**3.3** With the exception of postage charges, which are determined by postal or delivery services, Neopost may on an annual basis automatically increase any Neotouch fees. Such annual fee increase will not occur more than once in any twelve (12) month period and such annual fee increase will not exceed the last recorded annual percentage change in the Consumer Price Index. Notwithstanding the foregoing, Neopost reserves the right to increase the fees at any time with thirty (30) days' written notice to Customer should any of Neopost's telecommunications, raw material, or suppliers' costs increase by more than five percent (5%).

**3.4** Neopost will make reasonable efforts to satisfy Customer requests to withhold delivery of a Document presented to Neopost for delivery. In the event

Document transmittal occurs because the non-delivery request was not received in a timely manner, the transmitted Document will be treated as a Document for the purposes of pricing and invoicing.

#### **4.0 CONFIDENTIALITY**

**4.1** "Confidential Information" is defined as any information relating to or disclosed in the course of the Agreement, which is or should be reasonably understood to be confidential or proprietary to the disclosing party ("Discloser"). Confidential Information shall not include information: (a) already lawfully known to the recipient ("Receiver") without obligation of confidentiality; (b) disclosed in published materials without fault of the Receiver; (c) generally known to the public without fault of the Receiver; (d) lawfully obtained from a third party not under any obligation to maintain the confidentiality of either Party; (e) required by applicable law or regulations to be released; or (f) independently developed by Receiver, provided the person or persons developing the same have not had access or have not referred to relevant confidential or proprietary information of the Discloser.

**4.2** Each Party agrees that it shall not disclose to any third party any Confidential Information of the other Party, which it receives or learns during the course of its performance of this Agreement, without the prior written consent of such other Party. Parties agree that the terms and conditions of this Agreement are hereby designated as Confidential Information. Notwithstanding the foregoing, the Receiver may make disclosures required by court order, provided the Receiver uses reasonable efforts to limit disclosure and to obtain confidential treatment or protective order and has allowed the Discloser to participate in the proceeding.

**4.3** All of the Confidential Information provided by the Discloser under this Agreement, including any copies or reproduction thereof, remains the exclusive property of the Discloser. Immediately upon a request by the Discloser at any time, the Receiver will turn over to the Discloser all Confidential Information of the Discloser and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. In lieu of the return of such items, the Discloser, at its sole option, may request the Receiver destroy all tangible items containing the Confidential Information and provide written certification of such destruction to the Discloser.

**4.4** Each Party acknowledges that unauthorized disclosure or use of the Confidential Information by Receiver may cause irreparable harm and damage to the business of Discloser which may be difficult to

ascertain and which may not be adequately compensated by monetary damages at law. Therefore, each Party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, Discloser is entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunctive relief shall be in addition to, and not in lieu of, any appropriate monetary damages.

4.5 The obligations of the Parties in connection with protection of personal data and more generally with the General Data Protection Regulation (“GDPR”) are addressed in the attached Exhibit B “Personal Data Protection”

## 5.0 CUSTOMER’S OBLIGATIONS

**5.1** Customer is solely responsible for utilizing Neotouch pursuant to all applicable laws and regulations. Actual breach of this provision can result in the immediate suspension of any and all Neotouch Services for Customer or termination of this Agreement. Installation of and training on Neotouch are the sole responsibility of Customer unless otherwise mutually agreed in writing between the Parties. When installing or using Neotouch, Customer shall follow the procedures found in the applicable documentation provided to Customer by Neopost. Customer is responsible for Documents while in transit to Neopost.

**5.2** Neopost may refuse to process, and may return to Customer, any Documents or any other transmitted item(s) that in Neopost’s sole opinion: (a) are not of a quality or condition suitable for processing based on Neopost’s standard specifications and procedures applicable for the same as provided to Customer within Neotouch or during the provision of technical support or (b) are otherwise not in proper machine-readable form. Documents submitted to Neopost shall not exceed 10 Mb in total size (including a maximum size of 3 Mb per attachment), and each page of a Document should not exceed 300Kb. In the event Document exceeds the permitted size, Customer will receive one (1) notification of Document rejection. Customer is responsible for correcting rejected Documents and resubmitting the same to Neopost for transmission.

## 6.0 NEOPOST’S OBLIGATIONS

**6.1** Neopost shall provide Customer with a physical production chain for mail media (printing, enveloping, postage, and mailing), together with the production of fax, text and e-mail media and storage, as further described in Exhibit A. Although Neopost may from time-to-time monitor or review Documents, Neopost is under no obligation to do so. Neopost shall neither modify the content nor the format of any Document

unless otherwise agreed to in writing by the Parties. In the event Neopost’s processing of Customer’s Documents is delayed due to reasons other than Customer’s request or fault Neopost shall notify Customer of the nature of the delay and Neopost’s planned course of action. Neopost shall have no obligation to process Customer’s Documents if Customer has failed to pay any overdue Neopost invoice. Neopost is not obligated to provide Neotouch to Customer when: (a) either Party has invoked its rights under Force Majeure as defined in this Agreement; (b) Customer has requested changes to any Document(s); (c) Customer has stopped or has caused stoppage of its Documents; or (d) during times of emergency or scheduled maintenance to Neopost or Neopost’s service provider’s systems.

**6.2 Archival.** Neopost may archive Customer Documents following their delivery to Neopost. Customer shall make a one-time election of the archive term of each Document, up to eleven (11) years (the Document’s “Archival Period”) at the time each Document is delivered to Neopost or uploaded via the Neotouch service. Once selected, Customer shall have the ability to view such Document for the Document’s Archival Period, regardless of Customer’s then-current Neotouch subscription status. A Document’s Archival Period cannot be changed once it has been elected. Each Document shall not exceed 10 Mb in total size (including a maximum size of 3 Mb per attachment), and each page of a Document should not exceed 300Kb. Customer agrees that Customer is solely responsible for Document retention and the Archival Period elected in accordance with applicable legal requirements, including legal retention periods. Electronic archives of such Documents will be made accessible online by Neopost for the Archival Period; Customer may request a copy of the Documents prior to the expiration of the Archival Period in a format mutually agreed upon by the Parties. Any archived Document shall be automatically deleted upon expiration of each Document’s Archival Period without additional notification to Customer.

**6.3 Availability.** Neopost shall make commercially reasonable efforts to make Neotouch available to Customer twenty-four (24) hours per day, seven (7) days per week, with an uptime of ninety-nine percent (99%) per month in average, subject to the following: (a) scheduled maintenance or system upgrade periods, (b) any third-party network outages; (c) force majeure events, (d) any third-party equipment malfunctions or failures; (e) when Customer has released Neotouch to Neopost for maintenance purposes or for implementation of a Customer order for a change in Neotouch arrangements, or (f) Customer is in violation

or default of this Agreement. Neopost will make commercially reasonable efforts to schedule maintenance during non-peak hours and minimize any such downtime.

## 7.0 OWNERSHIP

**7.1** Neotouch services may be provided through a third-party vendor ("Vendor"). All programs, services, processes, designs, software, technologies, trademarks, trade names, service marks, trade secrets, copyrights, logos, inventions, domain names, patents, patent applications, Documentation accompanying Neotouch, and materials comprised of the website and Neotouch are wholly owned by Vendor, Neopost, Neopost's Parent Company, Neopost's affiliate(s), Neopost's subsidiaries, and/or Neopost's licensors and service providers except where expressly stated otherwise. Customer may not use Neopost's or Vendor's trade secrets, trademarks, trade names, service marks, logos, domain names, patents, copyrights, or other intellectual property rights without Neopost's and/or Vendor's prior written permission. Customer shall not remove, obscure, or alter any propriety rights notices (including copyright, trademark, trade secret, domain names, and patent notices) which may be affixed to or contained within the website and Neotouch. Furthermore, all contents of the website and Neotouch, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement ("Content") are protected by copyright, trademark, trade secret, patents or other proprietary rights and laws. Content may not be reproduced, modified, derivative works created from, displayed, performed, published, distributed, disseminated, broadcasted, or circulated to any third party (including without limitation, the display and distribution of the material via a third party website or other networked computer environment) without the express written consent of Neopost, and/or its applicable Vendor, suppliers, affiliates, subsidiaries, or licensors.

**7.2** Customer owns all rights, title, and interest in and to all its Documents and the information contained therein. Customer grants Neopost permission to access, copy, distribute, store, and/or transmit the content of Customer's account solely as required for the purpose of providing Neotouch to Customer. Neopost shall have no responsibility or liability related to the retention or contents of any of Customer's Documents. Customer is responsible and liable for the contents of Documents and agrees and acknowledges that it is the creator of all content, and that Neopost is not the author or publisher of any content.

## 8.0 DISCLAIMER OF WARRANTIES

**8.1** Neotouch products and services herein are provided "as is", "as available", and at customer's own risk, and neither Neopost nor any of its vendors, licensors or service providers make any written or oral, express, implied, or statutory representations, warranties, or covenants to customer or customer's users regarding the usability, condition or operation thereof. Neopost does not warrant that access to or use of Neotouch will be uninterrupted or error-free, or that Neotouch will meet any particular criteria of performance or quality. Neopost and each of its vendors, licensors and service providers expressly disclaim all implied warranties, including without limitation warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy. Furthermore, customer will not rely on any representation, warranty, or covenant written or oral, expressed, implied, or statutory made by any person other than an authorized officer of Neopost. There are no warranties which extend beyond the description on the face hereof. Some jurisdictions do not allow for the exclusion of certain warranties, so, to the extent not allowed by law, some of the above exclusions may not apply to the parties.

**8.2** Communication connections between Customer and Neopost are the property and responsibility of a third party. Neopost does not warrant the continuity and the quality of such communication connections and no warranty herein shall be subject to the continuity and quality of the provision thereof. Communication connections are subject to suspension without notice for an undeterminable amount of time due to events beyond Neopost's control and not due to its fault or negligence.

## 9.0 INDEMNIFICATION

**9.1** Neopost and Customer each agree to defend, indemnify, save, and hold harmless the other and their parent companies, affiliates and subsidiaries, directors, officers, shareholders, employees, agents, customers, and service providers from and against any and all third party claims, suits, actions, proceedings, demands, direct costs, damages (including without limitation, liquidated damages), direct losses, liabilities, penalties, expenses, professional fees (including without limitation, reasonable attorneys' fees) arising out of, resulting from, or occurring in connection with

Customer's use of or Neopost's providing of Neotouch, including but not limited to a violation of any applicable law, infringement of any intellectual property or other right of any person or entity, or a material breach of any part of this Agreement ( a Payment Default being a material breach ) .

## 10.0 LIMITATION OF LIABILITY

**10.1** Parties agree that under no circumstances and under no legal theory, contract, tort (including negligence, product liability, and strict liability) or otherwise, shall either party hereto be liable for any indirect, special, exemplary, incidental, punitive, or consequential damages of any character including, but not limited to, damages for direct or indirect loss of profit, opportunity , business ,anticipated profits, anticipated savings, reputation, loss of use of equipment, work stoppage, computer failure or malfunction, data protection, or any and all other commercial damages or losses. In no event shall either party's total cumulative liability for any claims, direct losses, or direct damages arising out of or relating to this Agreement exceed the total amount paid or payable by Customer to Neopost during this Agreement, even if party shall have been informed of the possibility of such potential claims, losses, or damages and even if any remedy fails of its essential purpose. Parties hereby release each other and each of its licensors and service providers from any and all obligations, liabilities, and claims in excess of the aforementioned limitation. The negation of damages set forth above is a fundamental element of the basis of the bargain between the parties to this Agreement. The services offered would not be provided without such limitations and the customer acknowledges that the fees charged by Neopost hereunder reflect this allocation of risk.

## 11.0 TERMINATION

**11.1** Except as otherwise provided herein, after the expiration of the Initial Term of this Agreement, either Party may terminate this Agreement for convenience by providing the other Party with a minimum of sixty (60) calendar days' advance written notice.

**11.2** If this Agreement is terminated prior to completion of the Initial Term for any reason other than due to Neopost's default or material breach , Customer shall, within ten (10) days of the effective date of termination, pay Neopost a termination charge (which Customer hereby acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to one hundred percent (100%) of the

total Monthly Subscription Fees that would have been paid by Customer had the Neotouch Service been provided for the remaining duration of the Initial Term.

**11.3** If a Party commits a default or a material breach and fails to cure such default or material breach within thirty (30) calendar days from receipt of a written notice of default or material breach, ( seven (7) calendar days in case of a Payment Default by Customer as defined under section 3.3), the other Party will be entitled, at its election, to exercise any one or more of the following remedies, then or at any time thereafter: (i) to pursue any remedy available at law or in equity, (ii) to terminate this Agreement and all Exhibits ; and (iii) to suspend the Agreement until such default or material breach is remedied.

**11.4** Either Party may terminate this Agreement and all Exhibits in the event that the other Party; (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under the laws of any jurisdiction; (iii) is unable to pay its debts as they become due, becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) goes into liquidation, voluntarily or otherwise.

**11.5** Upon termination or expiration of this Agreement, Customer will cease use of, de-install, and return all of copies of the Neotouch components inclusive of any unpurchased Customers under Customer's control, if applicable, and all applicable documentation or media thereof to Neopost, including Confidential Information as set forth under section 4.3. In lieu of the return of such items, Neopost, at its sole option, may request Customer to destroy all such items and provide written certification of such destruction to Neopost.

## 12.0 GENERAL PROVISIONS

**12.1 Headings.** Headings and titles of sections and clauses herein are for reference purposes only and are not part hereof and are not intended to be used in the interpretation hereof.

**12.2 Notices.** Except as otherwise noted herein, all notices, requests, reports, and other communications permitted or required to be given under this Agreement shall be deemed to have been duly given if such notice or communication shall be in writing and delivered to the Parties at their addresses set forth in the Agreement by one of the following methods: in person, postal services or facsimile with a successful transmission report, or by overnight express carrier.

**12.3 No Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

**12.4 Assignment.** Neither Party may assign or otherwise encumber, transfer its rights or delegate its duties under this Agreement without the other Party's express written consent. Notwithstanding the foregoing, either Party may assign this Agreement pursuant to the sale, transfer, or merger of such Party's business, or that portion of such Party's business that is using the Neotouch Service provided that the assignee agrees to be bound by all of the terms and conditions of this Agreement. The Party seeking to assign this Agreement shall provide the other Party written notice at least thirty (30) calendar days prior to any proposed assignment, transfer or encumbrance.

**12.5 Relationship of the Parties.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever or to take any action which shall be binding on the other, except as provided herein or authorized in writing by the Party to be bound.

**12.6 Severability.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, then such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**12.7 Force Majeure.** Neither Party shall be deemed in default or breach of the Agreement to the extent that performance of their obligation (other than payment of charges) or attempts to cure any default or breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such Party ("Force Majeure") provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) business days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of one (1) month.

**12.8 Governing Law & Dispute Resolution.**

This Agreement shall be deemed to have been entered into and shall be construed, governed, and interpreted in accordance with the laws of the England and Wales, without giving effect to principles of conflict of law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. In an effort to resolve informally and amicably any unresolved claim, controversy, disagreement, or breach of this Agreement (a

"Dispute"), the Parties agree that each Party shall notify the other in writing of any Dispute hereunder that requires resolution. Such notice shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. Each Party shall designate a member of its senior management to investigate, discuss, and seek to settle the matter within thirty (30) business days after such notice. If the Parties are unable to resolve the Dispute the courts of England shall have exclusive jurisdiction to settle the Dispute.

**12.9 No Third Party Beneficiaries.** The Parties do not intend that this Agreement benefit or create any right or cause of action in any third person.

**12.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which when taken together shall be deemed to be one and the same instrument.

**12.11 Publicity.** Neopost may include Customer's name(s) and logo(s) on Neopost's Customer Lists. Neopost may refer to Customer's use of Neotouch in its marketing and promotional materials and on its websites as well as in discussions with Neopost customers, prospective customers, and industry analysts.

**12.12 Survival.** The following Sections, along with any other Sections that by their nature survive expiration or termination of this Agreement, will survive expiration or termination: 4.0, 7.0, 8.0, 9.0, 10.0, 11.0, and 12.0.

**12.13 Entire Agreement.** This Agreement, including the Order Form and any Exhibits and applicable Addendums thereto, states the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings and agreements between the Parties concerning the subject matter. This Agreement contains all of Neopost's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to the subject matter. Neither Customer nor Neopost shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. No provision or ambiguity shall be strictly construed against any Party by virtue of having drafted or prepared the same. No amendment or modification of this Agreement shall be made except by a writing signed by both Parties. All Neotouch services supplied pursuant to this Agreement will be provided pursuant to the terms and conditions hereof, which will supersede and override any and all preprinted terms and conditions on any documents provided by Customer in connection with its obligations hereunder, including but not limited to, sales order acknowledgement forms, statement of work forms,

packing slips, bills of lading, purchase orders, and invoices. Both Parties have read, understand, and agree to the terms of this Agreement.

**Exhibit A:**

**PRODUCTION SERVICES**

**1. POSTAL MAIL SERVICE**

- a. **Generally.** "Mail Service" refers to the service for producing paper versions of Documents, together with the enveloping, postage application, and sending of domestic and international mail. Postage application shall not include the cost of postage, which is separately billed.
- b. **Billing of Postage.** Domestic and International postage costs will be billed at the lowest rate available to Neotouch Service subscribers.
- c. The Mail Service is billed for each page sent, even if (a) the mail has not been delivered to the recipients through no fault of Neopost or (b) Neopost is requested not to post the mail. Address-bearing cover pages or blank pages sent as pages to be printed shall be billed at the price of a page.
- d. **Mail Classes.** Neotouch service can use either Premier (D+1 delivery) or Standard (D+2/3 Delivery).
- e. **Post Date.** Delivery: Documents uploaded to the Neotouch platform for the Mail Service prior to 12pm will be deposited into the carrier the same business day for Premier. For Standard, the mails will be deposited the day after or the following day. The sending of Documents may be deferred on account of public holidays and/or non-worked days of local postal operators, without Neopost being held in any way responsible. The service level applies to a minimum of 95% of the Mail submitted to the Neotouch service before noon. Neotouch commits to delivering up to 15,000 pages per day (C5 format, 8 sheets max) and per customer. Filled Envelope shouldn't exceed 750g.

**2. FAX SERVICE**

- a. **Generally.** "Fax Service" refers to the service for sending and receiving faxes. The list of mobile and special numbers included in Exhibit B is provided for information purposes only and may change at any time according to telecommunication supplier constraints.
- b. **Billing of the Fax Service**
  - i. Faxes are billed per page for each attempt at sending/receiving, with one page being counted per 60-second increment of communication. All increments commenced are deemed to constitute an extra page. Failed faxes are not billed providing no telephone communication has been established.
  - ii. *Outgoing Fax Service:* Any communication established to numbers not included on the list in Exhibit B shall be subject to a special tariff structure. Numbers used that are not listed by shall be billed at the applicable rate, including any applicable taxes, available on request.
  - iii. *Incoming Fax Service:* Service costs are billed from the time the subscribed fax number is activated. A monthly subscription shall be billed according to the quantity of fax numbers actually rented. Numbers ordered during a given month shall be billed for the full month. Similarly, the subscription of numbers deleted during a given month shall be billed for the full month. Customer shall bear all costs resulting from any requests for portability of fax numbers to another operator.
- c. **Service levels and limitations**
  - a. *Outgoing Fax Service:* Neotouch generally makes three (3) attempts at sending Documents (faxes), with the first attempt being within 10 minutes of receiving the Document, the second 10 minutes after the 1st attempt and the third 30 minutes after the 2nd attempt. If the last attempt fails, the Document shall be included in the list of failed Documents. Neotouch undertakes to offer this service level within a limit of 6,000 pages per hour, however, Neotouch is not bound to a performance deadline when the fax number is erroneous, engaged or if the receiving fax machine is without paper. The Customer is solely liable for any legal proceedings if it mistakenly sends faxes to



telephone numbers, thereby disturbing recipients. The Customer must remove incriminating numbers from its dispatch files. In addition, Neotouch reserves the option of deleting the incriminating number from its distribution list.

- b. **Incoming Fax Service:** requests for attribution of fax numbers are made directly from the User Interface. The numbers attributed by Neotouch enable the reception and forwarding of incoming faxes. The Customer shall receive its numbers by e-mail. Neotouch must be contacted for requirements exceeding 50 numbers per geographical area. Requests for deleting fax numbers are also made in the User Interface. Numbers that are therefore deleted may be reallocated to third parties after a quarantine period of at least 60 days.
- c. Documents shall be sent in the condition in which they are received by Neotouch, in TIF format or in PDF format by converting the TIF image received.
- d. **Ownership.** Ownership of inbound fax telephone numbers pulled down by Customer from the Neotouch interface is solely vested in Vendor, Neopost, Neopost's Parent Company, its Licensors, and/or its Service Providers. During the term of this Agreement, Neopost shall be listed as the "customer of record" on any inbound fax telephone numbers Customer ports-in to the telecommunications service provider used by Neopost. Customer shall retain ownership of any inbound fax telephone numbers it ports-in to Neopost. During the term of this Agreement, if the Customer requests to port-out any inbound fax telephone number it previously ported-in to Neopost or any inbound fax telephone number it has pulled down from the Neopost interface that is eligible to port-out, then the Customer shall make such request to Neopost in writing sixty (60) days prior to needing to port-out such inbound fax telephone number. Such porting requests shall comply with applicable local portability laws. Within sixty (60) days from the termination or expiration of this Agreement, Customer shall request in writing that the inbound fax telephone numbers that Customer has ported-in be ported-out to Customer's new telecommunications service provider. Such porting requests shall comply with applicable local portability laws. In such instance, Neopost agrees to execute such documents and take such actions as Customer may reasonably request (at Customer's expense) needed in order to secure Customer's rights or interest in the ported-in inbound fax telephone numbers. Customer acknowledges that in some situations Customer will not be able to port-out new inbound fax telephone numbers it has pulled down from the Neotouch interface. Parties agree that Neopost receives from third parties and telecommunication service providers ("Providers") inbound fax telephone numbers that Neopost may provide to Customer to use with the inbound fax service transport of Neotouch. The Providers do not represent, warrant, or guarantee to Neopost or to Customer the availability of any inbound fax telephone numbers. Neopost does not represent, warrant, or guarantee the availability of any inbound fax telephone number it receives from the Providers. Additionally, Customer acknowledges and agrees that inbound fax telephone number country locations may be modified by the Providers at any time for any reason without notice. In such event, Neopost will notify the Customer in writing to discuss the change and will use reasonable commercial efforts to obtain a new inbound fax telephone number from a different Provider.

### 3. TEXT SERVICE

- a. Billing of the Text Service: The Text (also known as SMS or Short Message Service) service is billed once the message has been successfully sent to the telecommunications service provider (even if an erroneous telephone number is used or if the terminal has been switched off).
- b. Service levels and limitations. *Text is limited to 160 characters per message.* Neopost undertakes to transmit the messages it receives on the Technical Platform within sixty (60) minutes of reception, within a limit of 600 messages received per hour. Neopost is not responsible for recipients failing to receive Text messages on account of telecom operators, absence of network coverage or full SIM cards.

### 4. ELECTRONIC DOCUMENT STORAGE SERVICE

- a. **Generally.** "Storage Service" refers to the service for preserving Documents in electronic form for the purposes of filing and online consultation at a later date, for periods chosen by the Customer (from 1 to 11 years) and, if required, obtaining a recording on request of the stored Documents on a DVD-Rom or any other physical media in line with standard practice at the time of the Customer's request.
- b. The Customer shall choose the length of the storage period when submitting the Document for storage. Once chosen, this period cannot be changed, even in the event of severance or end of contractual relations with Neopost. Customer is responsible for the storage period elected in accordance with applicable legal requirements.
- c. **Billing of the Storage Service.** Storage costs are billed per document, per 200 Kb increment. Any increment commenced is billed on an indivisible basis. In case of an option to add an electronic signature, a minimum weight of 50 Kb shall be added to the weight of the Document. Storage costs are billed for the storage period chosen when submitting the Document for storage. Storage costs include online consultation of stored Documents in their initial format throughout the storage period.
- d. **Additional Services.** *Recording onto a DVD or any physical medium in compliance with standard practice:* on request, Neopost can record Documents stored for between 1 and 11 years. Recording fees shall be invoiced separately.

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## Exhibit B:

### **PERSONAL DATA PROTECTION**

This Personal Data Protection Exhibit forms part of NEOTOUCH SERVICES AGREEMENT dated as of ( *date of the Main Contract* ) (the “Main Contract”) between Customer, with its principal place of business at ( *address of the Customer* ) (the “Controller”) and Neopost Limited with its principal place of business at Neopost House, South Street, Romford, Essex, RM1 (the “Processor”).

#### **Preamble**

This Personal Data Protection Exhibit details the obligations of the parties related to the protection of data resulting from the scope of the processing of personal data on behalf of Controller as defined in the Main Contract. It shall apply to all activities within the scope of and related to the Main Contract, and in whose context the Processor's employees or a third party acting on behalf of the Processor may come into contact with personal data of the Controller.

#### **Definitions**

The terms, “personal data” (or “data”), “processing”, “supervisory authority”, “data subject”, “member state” and “transfer” shall have the same meaning as in Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation” or “GDPR”), and their cognate terms shall be construed accordingly.

## 1. Subject matter, Duration, and Specification as to Contract Data Processing

- (a) The subject matter and duration of this Personal Data Protection Exhibit shall be as defined in the Main Contract. Except where this Personal Data Protection Exhibit expressly stipulates any surviving obligation, the term of this Personal Data Protection Exhibit shall follow the term of the Main Contract. If the Customer has not opted for the electronic archiving of its data and documents, the processing and retention of its Data contained in the documents shall terminate within two months from the term of the Main Contract. If the Customer has opted for the electronic archiving of its data and documents, the processing and retention of its Data contained in the documents shall terminate at the end of the archiving period as selected by the Customer.
- (b) The processing of data shall be carried out within a member state of the EU or EEA. The Controller is however informed that the data may be stored on servers installed in the United States of America, to perform back up security procedures and prevent any failure of the products or services. These servers are owned by Esker Inc., a wholly-owned subsidiary of Esker in the United States of America that has been awarded the Privacy Shield certification (for more information please refer to : <https://www.privacyshield.gov/participant?id=a2zt0000000TNTzAAO>). Each and every further transfer of data to a country which is not a member state of either the EU or EEA requires the prior agreement of the Controller and shall only occur if the specific conditions of Article 44 et seq. GDPR have been fulfilled. The adequate level of protection for such cross-border data transfer may require to enter into EU Standard Data Protection Clauses (Article 46 Paragraph 2 Points c and d GDPR; [https://www.cnil.fr/sites/default/files/typo/document/CCT-2010-Ss\\_Traitants\\_VE.pdf](https://www.cnil.fr/sites/default/files/typo/document/CCT-2010-Ss_Traitants_VE.pdf)).

## 2. Scope of Application and Responsibility

- (a) Processor must process personal data on behalf of Controller according to the its detailed instructions and for the sole purpose of performing the Neotouch Service. The foregoing shall include the activities described and detailed in the Main Contract and its scope of work. Within the scope of the Main Contract, Controller shall be solely responsible for complying with the GDPR and/or other EU or applicable individual member state data protection provisions, hereinafter referred to as “regulations on data protection”, including but not limited to the lawfulness of the transmission to the Processor and the lawfulness of processing personal data (Controller shall be the “responsible body” as defined in Article 4(7) of the GDPR).
- (b) The Controller instructions shall initially be specified in the Main Contract or in this Exhibit and may, from time to time thereafter, be amended, amplified, or replaced (individual instructions) as specified by Controller by individual instructions in writing or in electronic form (text form). Instructions that are not provided for in the Main Contract or in this Exhibit shall be handled as a change request. Verbal instructions must be immediately confirmed in writing or in text form.

The initial detailed instructions are the following:

- the nature of the operations carried out on the data are the collection, the organization,

- the retention, the consultation, the dissemination and the use;
- the purposes of processing are the delivery of documents to recipients and the retention of documents for future reference, configuration and assistance;
- the personal data processed are the surname, first name, postal address, telephone / fax number, job title if applicable, and any personal data contained in the documents processed;
- the categories of data subjects are the Customer's employees, the users of the solution and the recipients of the documents , the customers (or employees of the customers ) of the Controller, and /or the suppliers (or employees of the supplier) of the Customer.

### 3. Obligations of Processor

- (a) Processor shall collect, process, and use data related to data subjects only within the scope of the Main Contract and the processing instructions issued by Controller, except if it is an exceptional case within the meaning of Article 28(3) (a) of the GDPR. Processor shall immediately notify Controller if it thinks that an instruction violates applicable laws. Processor may suspend implementation of the instruction until it is confirmed or amended by Controller.
- (b) Within Processor's area of responsibility, Processor shall structure its internal organization so it complies with the specific requirements of the protection of personal data. Processor shall implement and maintain technical and organizational measures to adequately protect Controller's data against misuse and loss in accordance with the requirements of the GDPR (in accordance with Article 28 Paragraph 3 Point c, and Article 32 GDPR in particular in conjunction with Article 5 Paragraph 1, and Paragraph 2 GDPR). Processor shall implement technical and organizational measures to ensure the confidentiality, integrity, availability, and resilience of the systems and services in the long term with respect to the processing of personal data as described in Appendix 1 to this Personal Data Protection Exhibit (Technical and Organizational Measures). Controller is aware of these technical and organizational measures and shall ensure that they offer an adequate level of protection for the risks of the data to be processed.
- (c) Processor reserves the right to change the security measures, although it must ensure that they do not fall below the contractually agreed level of protection.
- (d) Processor shall assist Controller within the scope of its abilities in addressing the inquiries and needs of data subjects in accordance with Chapter III of the GDPR as well as adherence to the obligations specified in Articles 33 to 36 of the GDPR.
- (e) Processor shall ensure that any personnel entrusted with processing Controller's personal data and other persons working for Processor are prohibited from processing the data other than as instructed. Furthermore, Processor shall ensure that any personnel entrusted with processing Controller's personal data have agreed to maintain data secrecy or are subject to a statutory obligation to maintain confidentiality. The obligation to maintain data secrecy/confidentiality shall continue even after termination of the activities.
- (f) Processor shall, without undue delay, inform Controller of any material breach of the regulations on data protection for the protection of Controller's personal data. Processor shall implement the measures necessary to secure the data and to mitigate potential adverse effects on the data subjects and shall consult with Controller about it without delay.

- (g) Processor shall provide Controller with a point of contact for all issues related to data protection issues and protection within the scope of the Main Contract. The Neopost GDPR contact is :  
Paul.puxty@neopost.co.uk
- (h) Processor warrants that Processor shall comply with its obligations under Article 32(1)(d) of the GDPR to implement a procedure to regularly review the effectiveness of the technical and organizational measures to adequately ensure the security of the data processing.
- (i) When Controller instructs it to do so, Processor shall rectify or erase data in scope of this Main Contract. If deletion that is compliant with regulations on data protection or restriction of data processing is not possible, Processor shall destroy data media and other materials based on Controller's individual request or return the data media to Controller, unless stipulated differently in the contract. In special cases that are specified by Controller, the safekeeping and transfer, compensation, and protective measures for this are to be agreed on separately, provided they are not already agreed on in the contract
- (j) Upon Controller's instructions, Processor shall provide to Controller or delete any data, storage media, and other related materials after the termination or expiration of the Main Contract.
- (k) In the event that a data subject asserts a claim against the Controller, pursuant to Article 82 of the GDPR, Processor agrees to use reasonable efforts to assist Controller in the Controller's defense of the claim.

#### **4. Obligations of Controller**

In his capacity of Controller, the Customer must comply with all the obligations incumbent upon him, and in particular:

- (a) taking into account the nature, scope, context and purposes of the processing, as well as the risks involved, implement appropriate technical and organizational measures to ensure and be able to demonstrate that the processing is being carried out in accordance with the Regulations. These measures may be reviewed and updated as necessary;
- (b) provide information to the data subjects concerned by processing operations at the time of collection of the data and obtain their prior consent as appropriate;
- (c) determine the necessary data retention period (s), according to their purpose, as well as the modalities of their archiving or erasure at the expiry of these periods ;
- (d) Ensure that the data processed by Neotouch Service are kept to a minimum, are kept up to date and erased as appropriate;
- (e) Ensure that the information intended for the data subjects include the categories required by the data protection regulation;
- (f) Ensure that these information are made easily accessible and comprehensible to the data subjects;
- (g) Controller shall, without delay and in a comprehensive fashion, inform Processor of any defect Controller may detect in Processor's work results and of any irregularity in the implementation of the data protection regulation;
- (h) In the event that a data subject asserts a claim against the Processor pursuant to Article 82 of the GDPR, Controller agrees to use reasonable efforts to assist Processor in its defense of the



- claim;
- (i) Controller shall provide Processor with the contact name responsible for data protection issues that may arise as part of the Main Contract.

## 5. Inquiries by Data Subjects

If a data subject requests that Processor rectify, access, erase, restrict or transmit data, Processor shall refer the data subject to Controller, provided that allocation to Controller is possible based on the data subject's information. Processor shall forward the data subject's request to Controller without undue delay. Processor shall assist Controller within the scope of its abilities as instructed, insofar as agreed. Processor shall not be liable if Controller does not answer the data subject's request, does not answer it correctly, or does not answer it within the deadline.

## 6. Audit

- (a) Processor shall prove its compliance with the obligations specified in this Personal Data Protection Exhibit to Controller using suitable means. As means to prove compliance with the agreed obligations, Processor may submit the following information to Controller:
- Results of an internal audit; or
  - Internal Company codes of conduct including proof of compliance by an external auditor; or
  - Certification concerning data protection and/or information security (e.g. ISO 27001).
- (b) Controller may conduct compliance audit in accordance with the following process . Prior to any audit, Controller shall provide Processor, on 60 days' prior notice, with an assessment questionnaire concerning data protection in respect of the performance of the Main Contract:
- If the responses to the questionnaire do not fully answer the questions, the Controller may conduct, either himself or through an independent auditor hired, a physical audit directed only to the processing of his data, subject to a 20 days' prior notice, during regular working hours and without disrupting the Processor's business operations;
  - Controller will not be able to conduct more than one audit per year. Each audit cannot exceed two days.

Processor may provide for practical modalities as to the audit performance and make it dependent on the signing of a confidentiality agreement with regard to the data of other customers and the technical and organizational measures implemented. If the auditor appointed by the Controller is a competitor of the Processor, the latter shall have a veto right.

- (c) If a data protection supervisory authority intends to audit the Processor, clause 6(b) above shall not apply. A confidentiality agreement will not need to be required if the supervisory authority is already subject to professional or legal confidentiality obligations under applicable laws.

## 7. Subcontractors

- (a) The use of subcontractors as additional processors providing data processing services which relate directly to the provision of the principal service is only permitted with Controller's prior written consent.
- (b) A subcontracting relationship that requires consent exists if Processor hires additional processors for performance, either in whole or in part, of the contractually agreed services. Processor shall conclude agreements with these third parties to the extent required in order to ensure appropriate data protection and information security measures.
- (c) Controller permits Processor to use subcontractors. The contractually agreed services or the deliverables defined below will be performed by the following subcontractor(s) agreed by the Controller :

- Esker

Nature of operations: collection, organization, retention, consultation, dissemination and use.

Data processed: last name, first name, postal address, telephone / fax number, job title, if applicable, of the clients, users and recipients of documents, any personal data contained in the processed documents.

- TrustWeaver

Nature of operations: electronic signature of the invoice and validation of the electronic signature.

Data processed: PDF invoices, so any personal data contained in the document (either metadata or in the PDF).

- Esker Inc.

Nature of operations: replication of the platform's user base and sending of mails.

Data processed: user contact details (last name, first name, email address and business phone number) / contact details of mail recipients.

- Colt (as telco operator for fax)

Nature of operations: sending and receiving faxes

Data processed: Recipient's fax number and any personal data contained in the file sent in TIF format + Name, Address, Personal Phone and Fax Number during portability operations.

- SMSBOX

Nature of operations: sending SMS

Data processed: personal data contained in a message and phone number

The Processor must notify the Controller before engaging a new subcontractor or replacing a subcontractor with for (4) months' prior notice. The Controller is then granted a response period

of ten (10) days from the date of receipt of this information to present his objections. In the event of a motivated (good cause) objection by the Customer related to data protection, the Processor will make reasonable efforts to modify the Neotouch Service or to recommend alternative commercially reasonable change to the use of the Neotouch Service concerned in order to avoid the subsequent subcontractor processing with personal data. If the Processor is unable to propose such a change within a period of sixty (60) calendar days, the Customer may terminate all or part of the Neotouch Service in accordance with the terms and conditions of the Main Contract. Where no objection is made within the time specified, acceptance of the change is deemed to have been given.

- (d) Where Processor subcontracts deliverables to subcontractors, Processor shall be obliged to extend any and all of Processor's data protection obligations arising from this Personal Data Protection Exhibit to its subcontractors, including the obligations set out in Appendix 1 to this Personal Data Protection Exhibit.
- (e) If the subcontractor provides the agreed service outside the EU/EEA, the Processor shall ensure compliance with the regulations on data protection under clause 1(b) of this Personal Data Protection Exhibit.

#### **8. Miscellaneous**

- (a) Should Controller's personal data become subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while being processed, Processor shall inform Controller without delay. Processor shall, without delay, notify all parties concerned in such action that any personal data affected thereby are under Controller's exclusive ownership and responsibility, that personal data are at Controller's sole disposition, and that Controller is the responsible body under the GDPR.
- (b) In the event of any conflicts between the provisions of the Main Contract and those of this Personal Data Protection Exhibit, the latter shall prevail. Should any provision of this Personal Data Protection Exhibit be legally invalid, this shall not affect the validity of the remaining provisions.

## **Appendix 1 to Personal Data Protection Exhibit B**

### **-Technical and Organisational Measures-**

Notwithstanding any additional measures agreed to in the Main Contract, the Processor ensures that at least the following technical and organizational measures are ensured:

#### **1. Confidentiality (Article 32 Paragraph 1 Point b) GDPR)**

- **Physical Access Control**  
No unauthorised access to Data Processing Facilities, e.g.: protection by magnetic or chip cards, keys, electronic door openers, facility security services and/or entrance security staff, alarm systems, video/CCTV Systems;
- **Electronic Access Control**  
No unauthorised use of the Data Processing and Data Storage Systems, e.g.: protection by (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data transfer /storage media;
- **Internal Access Control (permissions for user rights of access and amendment of data)**  
No unauthorised Reading, Copying, Changes or Deletions of Data within the systems: e.g. protection by access rights allocation policy, need-based rights of access, logging of system access events;
- **Isolation Control**  
Isolation of Data Processing which are collected for different purposes, e.g. multiple Customer support, sandboxing;
- **Pseudonymisation (Article 32 Paragraph 1 Point a) GDPR; Article 25 Paragraph 1 GDPR)**  
The processing of personal data in such a method/way, that the data cannot be associated with a specific data subject without the assistance of additional information, provided that this additional information is stored separately, and is subject to appropriate technical and organisational measures.

#### **2. Integrity (Article 32 Paragraph 1 Point b )GDPR)**

- **Data Transfer Control**  
No unauthorised Reading, Copying, Changes or Deletions of Data with electronic transfer or transport, e.g.: by Encryption, Virtual Private Networks (VPN), electronic signature;
- **Data Entry Control**

Verification, whether and by whom personal data is entered into a Data Processing System, is changed or deleted, e.g.: Logging, Document Management;

### **3. Availability and Resilience (Article 32 Paragraph 1 Point b) GDPR)**

- Availability Control  
Prevention of accidental or wilful destruction or loss, e.g.: Backup Strategy (online/offline; on-site/off-site), Uninterruptible Power Supply (UPS), virus protection, firewall, reporting procedures and contingency planning;
- Rapid Recovery (Article 32 Paragraph 1 Point c GDPR) (Article 32 Paragraph 1 Point c GDPR).

### **4. Procedures for regular testing, assessment and evaluation (Article 32 Paragraph 1 Point d) GDPR; Article 25 Paragraph 1 GDPR)**

- Data Protection Management;
- Incident Response Management;
- Data Protection by Design and Default (Article 25 Paragraph 2 GDPR);
- Order or Contract Control  
No third party data processing as per Article 28 GDPR without corresponding instructions from the Controller, e.g.: by clear and unambiguous contractual arrangements, formalised Order Management, strict controls on Service Providers selection, duty of pre-evaluation, supervisory follow-up checks.