



Post Office Limited
Finsbury Dials
20 Finsbury Street
London EC2Y 9AQ

Solicitor to the Inquiry
Post Office Horizon IT Inquiry
PO Box: 1 Victoria Street
Westminster, London
SW1H 0ET

20 August 2021

By email to solicitor@postofficehorizoninquiry.org.uk

Dear Sir Wyn [Copy to Segun Jide (solicitor@postofficehorizoninquiry.org.uk)]

Thank you for your letter of 23 July 2021 inviting Post Office to grant a waiver of general application releasing certain individuals from confidentiality obligations arising out of non-disclosure agreements ("NDA(s)") with Post Office. We are keen to assist the Inquiry on this and other matters identified by Post Office (including the Inquiry's approach to privilege) referred to in our letter dated 26 July 2021 to the Inquiry requesting a meeting. We note from your letter of 19 August 2021 that you will contact us separately to arrange that meeting.

We very much understand the need for the change of approach by the Inquiry in relation to NDAs and, to assist on this question, Post Office will not seek to enforce the terms of any NDA it may have with any current or former Post Office employee, subpostmaster, branch manager or assistant, or Director, (the "Participants") to the extent that such obligations concern matters which are within the Inquiry's Terms of Reference. The exception to this general waiver is in respect of matters which are covered by legal professional privilege or any other type of privilege available to Post Office (e.g. 'without prejudice' privilege), should Post Office learn that such matters have or are being disclosed. In addition, the waiver is solely for the purpose of enabling the Participants to give evidence (written or verbal) to the Inquiry.

The Inquiry will appreciate that there are certain categories of information which are particularly sensitive to Post Office's interests. As a condition of its waiver, Post Office would ask the Inquiry to agree that in the event that any Participant discloses the following types of information to the Inquiry, the Inquiry will not disclose that information more widely without first obtaining Post Office's express written consent:

1. Commercially sensitive or strategically important information, such as current or future strategic plans or information regarding Post Office's relationships with strategic partners (such relationships may also be subject to contractual confidentiality obligations which Post Office is unable to waive unilaterally), funding arrangements or financial information.
2. The substance or terms of any past or present settlement negotiations or processes not in the public domain to protect the integrity of such negotiations and processes.
3. Matters covered by Post Office's legal professional privilege or other available privilege, including if such matters are inadvertently disclosed to the Inquiry. Pending further discussion about the Inquiry's approach to privilege more broadly, Post Office does not provide any wider waiver of privilege over those matters.

Where the Inquiry is unsure as to whether such information provided to it falls into one or more of the above categories, the Inquiry should seek clarification on this from Post Office. We trust that this approach will assist the Inquiry by striking an acceptable balance between the facilitation of information to the Inquiry by the Participants, whilst maintaining appropriate controls over particular categories of information which are important to Post Office's commercial activities and which preserve its legal rights.

As Post Office has noted in previous correspondence, it is not within Post Office's power to waive all confidentiality obligations. By way of example, Post Office respectfully asks the Inquiry to note again the following points which were made in Post Office's responses to the Inquiry's previous requests for waivers in respect of individual participants:

- In relation to any Participants which were parties to the GLO Settlement Deed or other settlement agreements:
 - To the extent those Participants and/or the Inquiry wish to traverse matters relating to the negotiation and terms of settlement that are not already in the public domain, it may be necessary or appropriate to seek appropriate consent from (a) the Claimants' Solicitors Freeths LLP pursuant to the confidentiality clauses in the GLO Settlement Deed (b) any other parties to the settlement agreement in respect any other settlement agreement;
 - The negotiations leading up to the conclusion of the settlements are covered by "mediation / without prejudice" privilege. We trust the Inquiry will appreciate the importance of respecting the confidentiality of the mediation process so as to maintain confidence in it and the important role it plays in dispute resolution. Post Office would in any event not be entitled to waive that privilege without the consent of (a) Freeths and the mediators in respect of the GLO, all of whom were party to the mediation agreement, and (b) any other parties to mediation agreements in respect of other disputes and settlement negotiations.
- In relation to Participants which are/were appellants in current or previous proceedings before the Court of Appeal (Criminal Division): Post Office, as Respondent in such proceedings, may have provided material to the Participant(s) and their advisors in accordance with its criminal law disclosure duties. That material is subject to an implied undertaking at common law not to be used for any purpose other than the preparation for and conduct of the appeal proceedings. Such Participants may wish to consult their legal advisers prior to their engagement with the Inquiry.

We hope that the above approach and terms of the waiver are acceptable to the Inquiry.

Yours faithfully



Ben Foat
Group General Counsel
Post Office Limited