Royal Mail Retail Digital Stamp Indicia Terms and Conditions

Who this Agreement applies to

(1) Royal Mail Group Limited, a company incorporated in England and Wales (number 4138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ (**Royal Mail**, **we**, **us** or **our**); and

(2) Your company or organisation (**you** or **your**).

Background

(A) You are in the business of (amongst other things), printing mail.

(B) You wish to gain Site accreditation so that you can use our Indicia Designs for the purpose of printing digital stamps onto the Customers' Eligible Products. You wish to apply for a licence to use the Indicia Design at your Site.

(C) We have the right to license the Intellectual Property Rights in the Indicia Design and are willing to grant you the Licences (as applicable) under the terms of this Agreement.

1 Definitions and Interpretation

1.1 Capitalised words and phrases shall have the meanings given to them in this clause 1, unless otherwise expressly specified (or the context requires otherwise).

Agreement — these terms and conditions as amended by Royal Mail from time to time

Application — the Royal Mail Digital Stamp Indicia Supplier Application form (the latest version can be found at (https://www.royalmail.com/business/mail/digital-stamps), completed by you requesting the grant of the Indicia Design Licence.

Authorised Site — the Site we have approved in writing in accordance with clause 2.5

Customer — Royal Mail customer using an Eligible Product

Customer PPI — means Customer's printed postage impression licence number

Digital Stamp — means a printed and/or electronic reproduction of the Indicia Design

Eligible Product

Product	Sortation	Machine Readability	Container	Product Level	Format	Class
Advertising Mail	Low Sort	Mailmark®	Trays	n/a	Letter Large Letter	1st 2nd Economy
Sustainable Advertising Mail				Intermediate		
Publishing Mail				n/a		
Subscription Mail				n/a		

HQ PPI Licence Number — means HQ prefixed PPI Licence Numbers

Indicia Design — the indicia design which is a reproduction of Royal Mail's postage stamp, that you, as part of your Application have requested to enjoy the benefit of the Indicial Design Licence

Indicia Design Licence	a licence for you to use the approved Indicia Design during the Licence Period as set out at clause 3.1 part (ii)
Intellectual Property Rights	patents, copyright and related rights, moral rights, trademarks and service marks, business names, goodwill and the right to sue for passing off or unfair competition, rights in designs, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Interim Licence	a licence for you to use the Indicia Design during the Interim Licence Period as set out at clause 3.1 part (i)
Interim Licence Period	the period between release of the Indicia Design to you ("Receipt Date"), and your submission of the Application, or one month from the Receipt Date (whichever is earlier)
Licence Period	for the Indicia Design (other than the Seasonal Indicial Designs): the period between our written confirmation to you of the Authorised Site (the "Commencement Date") and the termination or expiry of: (i) this Agreement, (ii) the Indicia Design Licence, or (iii) our removal of your Authorised Site status, (whichever is earlier); and/or for the Seasonal Indicia Design: the period between the Commencement Date or the date when we launch a particular Seasonal Indicia Design as we notify you in writing (whichever is later), and 31 January (inclusive) of the year following the launch year of the particular Seasonal Indicia Design, or the termination or expiry of: (i) this Agreement, (ii) the Indicia Design Licence, or (iii) our removal of your Authorised Site status, (whichever is earlier)
Licences	means the Interim Licence and/or the Indicia Design Licence
Prototype Samples	means prototype samples as described at appendix 2
Seasonal Indicia Deign	means seasonal Indicia Design that we launch, which may be used during the applicable Licence Period
Site	means the site(s) detailed on your Application, which you wish to be the premise(s) accredited to use of the Indicia Design
Specification	specification as set out at Appendix 1
Stock Paper	White coated stock, White uncoated stock or both
Territory	means the Site for the Interim Licence Period, or the Authorised Site for the Licence Period (as applicable)

1.2 The Appendixes form part of this agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendixes.

1.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted (whether before or after the start of this Agreement). A reference to a statute or

statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2 Application

2.1 To apply for the Indicia Design Licence, you must in accordance with clause 2.3:

(a) submit the Application; and

(b) submit with your Application your Prototype Samples.

2.2 We may at our complete discretion approve your Application following our consideration of your Prototype Samples and Application.

2.3 You must (unless we direct otherwise), send your Application and physical copies of the Prototype Samples, to the following address:

RM Digital Stamp Approval
Team Royal Mail Retail
4th Floor
185 Farringdon Road
London
EC1A 1AA

2.4 Following receipt of your Application we will notify you and/or the Customer of the outcome of your Application. If approval is not granted, we may advise you and/or the Customer on the issues we identified. If we do not notify you of the outcome within 21 days of receipt of your Application, your Application is considered as rejected. A new Application will have to be submitted if you would like us to reconsider your Application.

2.5 If your Application is approved, we will confirm to you:

(a) the Site we have authorised ("Authorised Site");

(b) the Stock Paper you are accredited to use;

(c) the Indicia Design that can be used during the Licence Period; and

(d) the Seasonal Indicia Design that can be used during the Licence Period (if applicable).

2.6 If you want an Authorised Site to use a new Indicia Design, or an Indicia Design that has not previously been approved as part of an Application at that site, you will need to submit a new Application.

2.7 If you wish for another Site to enjoy the benefits of the Indicia Licence, you must submit a new Application for approval.

2.8 We may at any time (in our complete discretion) withdraw or amend accreditation for any Authorised Site.

2.9 If we approve the Application, we may publish your details on our website or any other replacement website or hyperlink as updated from time to time, identify you as one of our authorised printers and publish the following details about you:

(a) your business trading name;

(b) the Authorised Site,

(c) contact details;

(d) approved Indicia Design; and

(e) approved Paper Stock,

unless as part of your Application, you did not give consent for us to publish this information, or we receive notice (in writing) from you withdrawing your consent.

3 Grant

3.1 In consideration of you complying with, and subject to the terms of this Agreement, we grant you in the Territory, a revocable, non-exclusive, royalty-free and non-transferable: (i) Interim Licence for the Interim Licence Period, to copy the Indicia Design for the sole purpose of creating the Prototype Samples to support your Application, and (ii) subject to written confirmation from us approving your Application, the Indicia Design Licence for the Licence Period, to copy the approved Indicia Design on the approved Paper Stock for the Customers' Eligible Product, for the sole purpose of showing applicable postage has been paid by the Customers.

4 Your Obligations

4.1 You must during the Indicia Design Licence Period, submit, in accordance with Appendix 2, seed samples (or if we agree, sample items on the first day of posting) for each Indicia Design mailing you post.

4.2 You shall copy and use the Indicia Design only as expressly permitted under this Agreement in the form identical to that provided to you by us. You will strictly observe any directions given to you by us as to the colours and size or representations of the Indicia Design and their manner and disposition, including those set out in the Specification.

4.3 You will not copy or use the Indicia Design in any manner whatsoever other than as permitted under this Agreement. You will not do or suffer to be done any act or thing that may adversely affect the rights of us and/or our licensor in and to the Indicia Design.

4.4 You will not use the Indicia Design (including any element in the Indicia Design) for any illegal or immoral purpose or in any way which is obscene, indecent, vulgar, unsavoury, defamatory or otherwise offensive or inappropriate and you will not use any imagery or words in relation to Royal Mail, Her Majesty The Queen and any member of the Royal family in any way which would or would be likely to bring them into disrepute.

4.5 You will not use or seek to register as a trade mark, a business name or corporate name or any domain name, any mark or name the same as or which may be confused with the Indicia Design or any other trade mark or name owned or used by us.

4.6 You will make no representations, statements or claims in any form in the Eligible Products, in any other publications or materials or otherwise, implying that any of your goods or services are approved or recommended by Royal Mail or by Her Majesty The Queen or any member of the Royal family in breach of section 12 of the Trade Descriptions Act 1968, nor in such a manner that constitutes an unfair commercial practice in breach of regulation 3 of the Consumer Protection from Unfair Trading Regulation 2008.

5 Intellectual Property Rights & Third-Party Infringements

5.1 All Intellectual Property Rights in the Indicia Design are and will remain the sole and exclusive property of Royal Mail and/or its licensors. This Agreement does not constitute any assignment of those rights.

5.2 You will not make any representation or do anything which may be taken to indicate that you have any right, title or interest in or to the ownership or use of the Indicia Design other than conferred by this Agreement, or otherwise give permission to use the same as expressly granted under this Agreement.

5.3 Any accretion of goodwill arising out of the use of the Indicia Design will accrue to Royal Mail. If requested by Royal Mail, you will immediately, irrevocably and unconditionally assign to Royal Mail all such goodwill.

5.4 You shall serve immediate notice on us:

(a) of any claim made or threatened, which comes to your attention or knowledge, that use of the Indicia Design by you infringes the rights of any third party; and/or

(b) if it comes to your attention that a third party infringes the Indicia Design and/or any element in the Indicia Design,

in either instance, you shall not take any action (other than your aforementioned notification obligation) unless we permit you to do so in writing.

6 Warranties and Indemnity

6.1 You warrant that:

(a) any use by you of the Indicia Design under this Agreement shall conform with the Specification;

(b) you will not do anything which would bring the Indicia Design, Royal Mail, Her Majesty The Queen or any other member of the Royal family into disrepute;

(c) you will comply with all applicable laws, regulations and codes of practice; and

(d) in exercising the Licences, you will not infringe any third party's rights (including the Intellectual Property Rights).

6.2 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:

(a) any breach of your obligations and/or warranties under this Agreement;
(b) any claim made by a third party relating to your use of the Indicia Design (except any claim that solely relate to third party rights vested in the Indicia Design); and
(c) your actual or alleged infringement of our Intellectual Property Rights arising out of or in connection with your misuse of the Licences.

7 Termination

7.1 Without affecting any other right or remedy available to us, we may terminate the Agreement, and/or the Licences (in part or in whole) by giving you: (i) ten (10) days' written notice if terminating the Indicia Design Licence or (ii) 5 days' written notice if terminating the Interim Licence.

7.2 Without affecting any other right or remedy available to us, we may terminate the Agreement and/or the Licences with immediate effect by giving written notice to you if:

(a) you fail to comply with the terms of this Agreement including the Specification; or

(b) the contract with our Customers for which you provide printing services comes to an end.

8 Consequences of termination

8.1 On expiry or termination of this Agreement or the Licences for any reason and subject to any express provisions set out elsewhere in this Agreement:

(a) all rights and licences granted pursuant to this Agreement shall cease;

(b) you shall cease all use of the Indicia Design; and

(c) you shall at your expense promptly destroy all, documentation, records, copies (whether in physical copy of electronic copy) relating to or containing the Indicia Design, and any other information of a confidential nature communicated to you by us, either preparatory to, or as a result of this Agreement to the extent such material remains confidential, except where retention of such documents or records is required for regulatory or legal reasons.

8.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

8.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

9 Assignment and other dealings

9.1 You cannot assign, transfer, or delegate the Licences granted under this Agreement to any third party without our prior written consent.

10 Confidentiality

10.1 You undertake not to disclose during this Agreement, and for a period of five years after expiry or termination of this Agreement, to any person any confidential information concerning the business, affairs, customers, clients or suppliers of ours except as permitted by clause 10.2.

10.2 You may disclose confidential information:

(a) to your employees, officers, representatives or advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations under or in connection with this Agreement. You shall ensure that your employees, officers, representatives or advisers to whom you disclose the confidential information comply with this clause; and/or

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 You shall not use our confidential information for any purpose other than to exercise your rights or to perform your obligations under or in connection with this Agreement.

11 Entire agreement

11.1 This Agreement constitutes the entire agreement between us with respect to the subject matter of this Agreement and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between us and you. We agree that neither of us has been induced to enter into this Agreement by any statement or representation not expressly documented in it.

12 Variation

12.1 We may change the terms of this Agreement or introduce new terms for the Licences by publishing such changes or new terms on our website. We will notify you of any change to this Agreement which we believe to be significant at least 30 days before it happens.

12.2 We may need to make changes to this Agreement for reasons outside our control, for legal or for regulatory reasons. If we need to make changes for these reasons, we will let you know as soon as we can, but we will have to meet timescales in clause 12.1.

13 Severance

13.1 If any court with the correct authority finds any term of the Agreement, to be invalid, illegal or unenforceable, this will not affect the other terms of this Agreement.

14 Waiver

14.1 If we do not use our rights against you immediately, we can still do so later. If we waive a breach of this Agreement by you, that waiver is limited to that particular breach and is only valid if we waived the breach in writing.

15 Third party rights

15.1 A party who is not involved in this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

16 Compliance with Laws

16.1 In complying with the terms of this Agreement, you shall also comply with all applicable laws, statutes, regulations from time to time in force.

17 Governing Law

17.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

18 Jurisdiction

18.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Appendix 1- Specification

Part- 1- Material & Design Specification

1. You will indicate as part of your Application the Indicia Design you wish to use. Each Indicia Design Royal Mail provide shall include:
    - the Definitive stamp indicia design including a 2D code (which is not a Mailmark barcode) where appropriate;
    - the Royal Mail cancellation marks;
    - the Royal Mail cruciform;
    - the 'Delivered By' text.

Indicia Design Examples

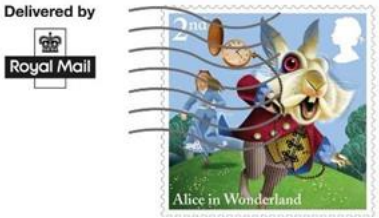
1st Class Letter Barcoded Definitive

1st Class Large Letter Barcoded Definitive

2nd Class Letter Barcoded Definitive

2nd Class Large Letter Barcoded Definitive

2nd Class Letter Special (Alice in Wonderland)



2. New Indicia Designs may be made available from time-to-time and Royal Mail will notify you as and when these new designs are issued. If you wish to use a new Indicia Design, you will need to submit a new Application.
3. You must add the HQ PPI Licence Number of the Customer's account to the Indicia Design. Please see Part 2 for the stamp artwork layout dimensions.

Artwork

4. Only Indicia Designs issued by Royal Mail can be used. You must ensure that the correct HQ PPI Licence Number (HQxxxxx) relevant to the account you use for the mailing is added to the artwork in the position detailed in Part 2 below.
5. Indicia Design copies produced by you must be produced in full colour to 600 dpi for printing with the colour remaining consistent with the Indicia Design Royal Mail issue.

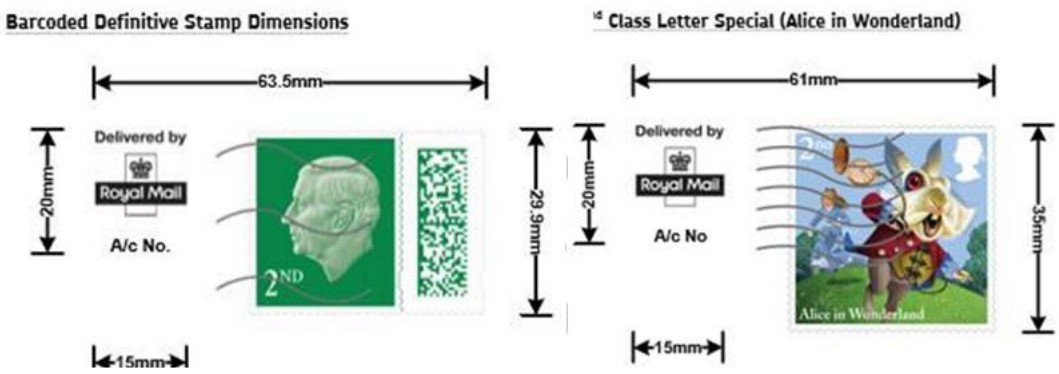
6. The print quality must be consistent throughout the digital stamp image, and all edges of the Digital Stamp (including the 2D Code) must be sharp and clearly defined.
7. The Indicia Design must meet the exact dimensions set out at Part 2 below.

Envelope Material Properties

8. To ensure accurate colour reproduction of the Indicia Design, the envelope must be white. The material can be either coated or uncoated stock. If you intend to print an overall colour to the envelope, the Indicia Design must be printed onto a white background and contain a white border which provides a 5mm (plus or minus 2mm) clear zone free from print.
9. Print Proofs (also known as an Epson prints) are acceptable; however, the envelope material properties of this specification must be met to obtain reproduction of the image to the satisfactory standard.

   Print suppliers currently accredited to produce Indicia Designs on coated stocks must also complete the accreditation process to produce outers using uncoated stock.

PART 2 - Indicia Design dimensions (not to scale)



Providing Seeds

You must provide Royal Mail with a seed in each Digital Stamp mailing that you post so Royal Mail can verify that the Digital Stamp Design Specification is being met on an ongoing basis. If you are unable to seed, Royal Mail will accept a sample item from the mailing to be sent on the first day of posting. Customer UCID's must be included within the seed address

The address for samples/seeds is;

[Insert Customer UCID]
R M Digital Stamp Sample
PO Box 73733
London
EC1P 1JX

Assistance and contacts

For any assistance with the Digital Stamp design specification, please contact retail.stampindicia@royalmail.com