

Exprès Service Agreement

Made and entered into this 23th December 1999 by and between the parties listed in Annex 7 (collectively the "Parties")

Witnessed:

WHEREAS the Parties are postal operators engaged, inter alia, in the cross-border transportation and delivery of mail, and

WHEREAS each of the Parties performs the Exprès items service in accordance with the UPU Convention, as amended from time to time, and

WHEREAS the Parties wish to develop this Exprès items service into an upmarket letter service, a product with reliable consistent delivery, track & trace features and a common logo, and
WHEREAS the Parties wish to remunerate each other for the timely delivery of items and the timely return of scans with an enhanced payment that will be due in addition to regular terminal dues, and

WHEREAS the Parties wish to develop and test this service until 30 June 2000, and

WHEREAS the Parties will only charge each other enhanced payments after that date, and

WHEREAS the Parties each wish to maintain their freedom to determine pricing and conditions in respect of their customers.

Now, therefore, the Parties hereby agree as follows:

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 1 to this Agreement or defined in the body of this Agreement and referred to in Annex 1.

Article 2: Delivery of Exprès Items

This Agreement covers the delivery of cross-border LC/AO items weighing up to 2 kg, tendered as Exprès items and branded with the Common Logo (“Exprès Items”).

A Party that receives Exprès Items (the “Receiving Party”) from another Party (the “Sending Party”) for delivery in its country shall deliver such mail in accordance with the terms of this Agreement.

Exprès Items shall be delivered within the delivery times (targets) set out in Annex 2 (Delivery Times). Delivery information, as well as response times, labelling, scanning and other service and product features shall be provided and/or executed as set out in Annex 3 (Technical Specifications). Exprès Items do not include registered or insured letters.

No Party is obliged to tender any of its outgoing cross-border mail as Exprès Items. However, Parties who choose not to use the Exprès Items service for outgoing cross-border mail shall not participate in the Trademark Agreement and shall have no right to use the Common Logo. Any Party's right to avail itself of the section of the UPU Convention related to “Items not admitted. Prohibitions” remains unaffected.

Article 3: Remuneration for the Delivery of Exprès Items

A Receiving Party that receives Exprès Items from a Sending Party for delivery in its country, shall receive from that Sending Party the regular Terminal Dues payable by that Sending Party to this Receiving Party for the delivery or presentation of incoming priority cross-border mail plus as of 1 July 2000 an enhanced payment for the delivery or presentation of the Exprès Items in accordance with the provisions of this Agreement (the “Enhanced Payment”)

The Enhanced Payment shall be calculated as set out in Annex 6 (Pay for Performance Rules).

PRIME’s IT provider will monitor performance and will produce a monthly performance report for each country. Enhanced Payments shall be determined on the basis of this report, unless a Party concerned disproves the information contained in the report.

Article 4: Exprès Agreement Steering Committee

The Parties shall meet from time to time in an Exprès Agreement Steering Committee. Each Party

shall be represented in the Steering Committee by one representative. Each Party shall have one vote. A Party without a representative at a Steering Committee meeting can give a written power of attorney to represent it at that meeting and to exercise its vote either to another Party's representative, provided that it holds no more than two written powers of attorney, or to the Head of PRIME. The proxy of the absent Party shall include precise instructions as to how the Party's vote is to be represented at that meeting and how to exercise the Party's vote.

The quorum required at the Exprès Agreement Steering Committee is 51% of the Parties present or represented by written power of attorney. Decisions of the Steering Committee require the simple majority of the votes of all Parties present in person or by proxy.

Article 5: Common Logo

The Exprès Items service shall be marketed under the common logo (the "Common Logo") as pictured in Annex 3.

For the purposes of marketing the Exprès Items service in its country, each Party is free to replace the word "POST" in the Common Logo with a subsidiary product name of its choice. In particular, the word "POST" can be adapted to each Party's language (e.g., "La Poste").

All Parties, except those who choose not to use the Exprès Items service for outgoing cross-border mail, shall execute the Trademark Agreement attached as Annex 4.

Article 6: Liability

No Receiving Party shall be liable to a Sending Party for any delay in the delivery of Exprès Items or for loss of or damage to Exprès Items.

Liability between the Parties shall be in conformity with the "Liability of Designated Operators" section of the UPU Convention.

Article 7: Undeliverable Items

Undeliverable Exprès Items shall be returned free of charge. The Receiving Party shall receive remuneration for the attempted delivery of the undeliverable item pursuant to Article 3.

Article 8: Bilateral and Multilateral Agreements

Parties can agree to deviate from the provisions of this Agreement by entering into bilateral and/or multilateral agreements that involve fewer than all of the Parties and supplement this Agreement. In particular, such bilateral and/or multilateral agreements may provide for different remuneration and service features applicable between the Parties involved.

Article 9: Contracts with Customers

Each Party is free to determine the prices it charges to and the contractual terms governing its relationship with its customers.

Article 10: Settlement of Accounts

The Parties' claims for remuneration will be settled quarterly on a bilateral basis or at any other interval agreed by the Parties concerned. Such claims can be set off against each other so that only the imbalance between such claims is paid.

Article 11: Term and Termination

This Agreement shall enter into force on 1 January 2000 between those Parties who have executed it by then irrespective of how many Parties have executed it. If any other Party executes this Agreement after 1 January 2000, this Agreement shall enter into force on the day on which this Party deposits the executed Agreement with the Head of PRIME between this Party and those Parties who have already executed this Agreement.

This Agreement is entered into for an indefinite period of time. Any Party may withdraw from this Agreement at any time after its entry into force by depositing a notice of withdrawal with the Head of PRIME, who will then inform the other Parties. Such withdrawal shall only take effect at the end of the third full calendar month following the notice of withdrawal.

Article 12: Accessions

Without the necessity of a written instrument duly executed on behalf of each of the Parties any postal operator that is a Designated Operator within the meaning of the UPU Convention can accede to this Agreement by executing a Deed of Accession in the form of Annex 5 and delivering it to the Head of PRIME. The accession is subject to approval by the Steering Committee. The accession will become effective on the first day of the second month following the approval of the accession by the Steering Committee.

An acceding Party shall identify the organizational resources to develop the service within two months of its accession becoming effective. It shall commence testing the service within a further twelve months. The test period shall not exceed six months, so that the Party shall be providing the full service within twenty months of its accession becoming effective.

The acceding Party shall only receive the Enhanced Payment pursuant to Article 3 for Exprès Items delivered by it once it has started to provide the service and has been providing and/or testing it for six months.

Article 13: Severability

If any of the provisions of this Agreement or its Annexes for any reason whatsoever is or becomes

invalid or unenforceable or unperformable, the legal validity of the remaining provisions of the Agreement and its Annexes shall in no way be affected. The invalid, unenforceable or unperformable provision shall be replaced by a provision which comes as close as possible to achieving the effect of the invalid, unenforceable or unperformable provision.

Article 14: Annexes - Entire Agreement

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes hereto, constitutes the entire agreement and understanding between the Parties.

Article 15: Headings

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

Article 16: Assignment - Successors

This Agreement may not be assigned by any Party without the prior written consent of the simple majority (51%) of other Parties. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

Article 17: Arbitration

Any disputes arising out of or in connection with this Agreement shall be finally and bindingly decided by an arbitration committee ("the Arbitration Committee"). The members of the Arbitration Committee shall be independent of Parties to the dispute. Each Party or group of Parties shall appoint an arbitrator within a period of one month of notifying the chairman of the Steering Committee of the dispute or of being informed of such a notification by the chairman of the Steering Committee. If any of the Parties to the arbitration fails to do so, the chairman of the Steering Committee shall appoint an arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

If there is an even number of arbitrators, the arbitrators thus appointed shall have one month from the day on which the last of them was appointed to appoint another arbitrator to chair the Arbitration Committee. If they fail to do so, the chairman of the Steering Committee shall appoint this arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

The Arbitration Committee shall use its best efforts to render its decision within two months of its constitution. Its decision will be binding on the Parties involved in the dispute. The arbitration proceedings shall be conducted in the English language.

The Arbitration Committee shall decide which Party or Parties shall bear its costs.

Article 18: Amendment

This Agreement may be amended by the Parties at any time, but only by a written instrument duly executed on behalf of each of the Parties. Notice of the executed amendment shall be sent to the Head of PRIME, who will inform the Parties.

In addition, the Exprès Agreement Steering Committee is empowered to amend the Annexes to this Agreement. Amended Annexes shall be distributed promptly to all Parties of the Agreement by the Head of PRIME.

Article 19: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

Article 20: Notices

All notices, requests, and other communications permitted or required to be given under this Agreement shall be in writing in the English language and shall be signed by a person duly authorized to provide such notice.

Notices shall be given by (a) registered or certified mail, with Advice of Receipt requested, (b) private courier service, or (c) email with read confirmation addressed to the address of the Head of PRIME or at such other addresses as the Head of PRIME may designate by like notice from time to time.

Such notices shall be deemed to have been given upon receipt.

Article 21: Confidentiality

The Parties to this Agreement acknowledge that any rate and volume information included in this Agreement constitute commercially sensitive information and should not be disclosed to third parties except as required by law.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

List of Annexes

- Annex 1: Definitions
- Annex 2: Delivery Times
- Annex 3: Technical Specifications
- Annex 4: Trademark Agreements
- Annex 5: Deed of Accession
- Annex 6: Pay for Performance Rules
- Annex 7: List of the Parties
- Annex 8: Notice provided to the International Post Corporation and Parties to the Exprès Service Agreement concerning the United States Postal Service's Participation in the Exprès Service Agreement.

Annex 1: Definitions

Agreement

Exprès Service Agreement.

Arbitration Committee

Has the meaning attributed to it in Article 17.

C Scan

Has the meaning attributed to it in Article 2.

Common Logo

Has the meaning attributed to it in Article 5.

Deed of Accession

Deed to be executed by a Designated Operator within the meaning of the UPU Convention wishing to accede to the Agreement.

D Scan

Has the meaning attributed to it in Article 2.

Event	Description
EMC	Departure from outward office of exchange
EMD	Arrival at inward office of exchange
EDH	Item arrival at collection point for pick up
EMH	Unsuccessful (physical) delivery
EMI	Final delivery

Enhanced Payment

Has the meaning attributed to it in Article 3.

Express Items

Has the meaning attributed to it in Article 2.

Head of PRIME

The person who is responsible for the PRIME activities and the PRIME Management Team.

H Scan

Has the meaning attributed to it in Article 2.

I Scan

Has the meaning attributed to it in Article 2.

IPC

International Post Corporation.

Parties

The parties having entered into the Agreement, listed in Annex

Receiving Party

Has the meaning attributed to it in Article 2.

Sending Party

Has the meaning attributed to it in Article 2.

Special Drawing Rights of the International Monetary Fund.

Steering Committee

Has the meaning attributed to it in Article 4.

Terminal Dues

Remuneration payable by a postal operator to another for the delivery of incoming cross- border mail.

Trademark Agreement

Has the meaning attributed to it in Article 5.

UPU Convention

The Universal Postal Convention, as amended from time to time.

Annex 2: Delivery Times

[As updated from time to time]

Annex 3: Technical Specifications

This Annex, integrated further to the SC of 11/12 May 2016, covers the delivery of cross- border LC/AO items weighing up to 2 kg, tendered as Exprès items and branded with the Common Logo (“Exprès Items”).

Following the decision of the SC held on 16 October 2017, as of 1 January 2018, a Sending Party who chooses to send an outgoing cross-border mail item as an Exprès Item to a Receiving Party must do so under the terms of this Agreement. The SC agreed to add the above change in this Annex instead of in the body of the Agreement in order to avoid a new written instrument duly executed on behalf of each of the Parties.

1- Processing of PRIME Exprès Items

Sending Parties shall scan outgoing Exprès Items as they leave their outbound office of exchange (“C Scan”). Receiving Parties shall scan incoming Exprès Items as they arrive at their inbound office of exchange (“D Scan”) and at the final delivery to the addressee (“I Scan”) or, at the attempted delivery (presentation at the address indicated on the address label, “H Scan”), or at arrival at collection point, for pick up by addressee (“EDH Scan”).

An EMC Scan shall be effected by scanning each item individually, assigning those items to a particular bag and pre-advising the country of destination, via a PREDES message, about the contents of that bag.

An EMD Scan shall be effected either by scanning incoming Exprès Items individually or by scanning the bag containing the Exprès Items and sending a RESDES message to confirm that the bag in which Exprès Items, as itemized in the PREDES message, was received.

An EMI Scan, EMH Scan or EDH Scan shall be effected by scanning the Exprès Item at the point of delivery or at the delivery or intermediate office.

Delivery information shall be available for the Sending Party's customer service at the latest by 20:00 hours on the day after delivery. The Receiving Party shall make best efforts to make the delivery information available before that time.

2- Barcode and messaging

The barcode and messaging must conform to UPU standards, as contained in the UPU’s S10 manual and amended from time to time. All messages should be sent in EDI format defined by the UPU.





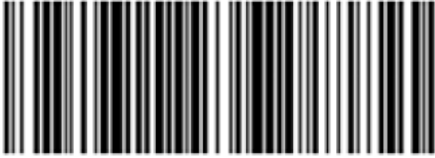
3- Common Logo

The Exprès items service shall be marketed under the common logo as pictured below:



4- Harmonized label

It is recommended to use the label below to increase the scanning performance:

CUSTOMS DECLARATION		May be opened officially		CN 22		Deutsche Post 				Up to 25 mm	Exprès Logo only if required by receiving Postal operator	
Designated operator DEA – Deutsche Post												20 to 30 mm
<input type="checkbox"/>	Gift	<input type="checkbox"/> Commercial sample				FROM	Mr T. D. Bär Bear Shop Tiergartenstrasse 112 10785 Berlin GERMANY		+49 30 123456  12345		35 to 40 mm	
<input type="checkbox"/>	Documents	<input type="checkbox"/> Returned goods										
<input checked="" type="checkbox"/>	Sale of goods	Other:							+41 31 123 4567			
Quantity and detailed description of contents		Net weight	Value and currency	H S tariff number	Country of origin	TO	Bernard Urs Bärenplatz 1 3011 Bern SWITZERLAND				15 mm	
1 Teddy bear 1 Book		0.6 0.4	25.15 € 6.50 €		DE DE							
Total weight (in kg)		Total value								Up to 53 mm		
1.1		31.65 €				 LL 012 345 675 DE						
I, the undersigned, whose name and address are given on the item, certify that the particulars given in this declaration are correct and that this item does not contain any dangerous article or articles prohibited by legislation or by postal or customs regulations.												
Date and sender's signature		Signature										
2018-01-01												

Annex 4: Trademark Agreements

Exprès Service Agreement - Annex 4a



TRADEMARK ASSIGNMENT AGREEMENT

made and entered into this 23 December of 1999 by and between

- 1. IPC Unipost SC ("IPC"), a company (societe cooperative a responsabilite limitee) duly incorporated and organised under the laws of Belgium and having its registered office at Rue de la Fusee 100, B-1130 Brussels, Belgium, and**
- 2. all the postal operators (the "Postal Operators") set out in Annex 1 to this Agreement.**

IPC and the Postal Operators are hereinafter jointly referred to as the "Parties".

WHEREAS, IPC, acting on behalf of the Postal Operators, has registered the Trademark in the Territories set out in Annex 3 hereto and, in addition, has applied for registration of the Trademark in the Territories set out in Annex 4 hereto;

NOW THEREFORE, IPC and the Postal Operators, intending to be legally bound, hereby agree as follows:

A small, handwritten mark or signature in the bottom right corner of the page.

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 2 to this Agreement or defined in the body of this Agreement.

Article 2: Assignment

Under the terms and conditions of this Agreement, IPC agrees to assign its entire right, title and interest to the Trademark, together with any goodwill symbolized by the Trademark, along with any trademark application or registration for the Trademark, to each Postal Operator in his respective Territory as set out in Annex L

However, for Postal Operators which have been appointed a Territory within the European Union, IPC shall assign the above stated rights to them jointly.

Article 3: Warranties

3.1 IPC warrants and represents that, as far as IPC is aware, there is no litigation, arbitration or any other dispute in progress or any third-party claims relating to IPC's registered rights to the Trademark or, where the registration procedure has not been completed, relating to the registration procedures of the Trademark.

3.2 IPC warrants and represents that the Trademark is not subject to a licence or any other third-party rights in any Territory.

Article 4: Remuneration

The assignment of the Trademark is not subject to any monetary remuneration to be paid by a Postal Operator to IPC, although IPC hereby acknowledges that it is released from responsibility for the Trademark by this assignment and that it has received other good and valuable consideration.

Article 5: Obligations

Each Postal Operator undertakes to carry out, independently and at his own expense, all required measures relating to the registration of the change of ownership of the Trademark in his Territory.

IPC undertakes to give any assistance necessary in order for each Postal Operator to register or in any other way secure his rights to the Trademark in his Territory.

Article 6: Annexes – Entire Agreement

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes thereto, constitutes the entire Agreement and understanding between the Parties.



Article 7: Headings

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

Article 8: Arbitration

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally and bindingly decided by an Arbitration Committee.

Members of the Arbitration Committee shall be independent of the Parties to the dispute. Each Party or group of Parties shall, within one month of notifying the chairman of the Prime Steering Committee of the dispute in writing, appoint an arbitrator to the Arbitration Committee.

If any Party to the dispute fails to do so, the chairman of the Prime Steering Committee shall, within one month, appoint an arbitrator to represent such Party. However, if the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within the same period of time and by consensus, appoint an arbitrator to the Arbitration Committee to represent such Party.

If there is an even number of arbitrators in the Arbitration Committee, the arbitrators thus appointed shall, within one month from their appointment, appoint a chairman to the Arbitration Committee, who shall be independent of the Parties to the dispute.

If they fail to do so, the chairman of the Prime Steering Committee shall, within one month, appoint a chairman to the Arbitration Committee. If the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within one month and by consensus, appoint a chairman to the Arbitration Committee.

Unless the Parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language and in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Article 9: Amendment

This Agreement may be amended by the Parties at any time, but only by an instrument in writing duly executed on behalf of each of the Parties.

Article 10: Miscellaneous

10.1 At the written request of a Party any other Party shall execute such deeds and perform such acts as may reasonably be required to give effect to the provisions of this Agreement.

10.2 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Parties shall make all the necessary revisions of the Agreement in order to comply with its original intents.



10.3 The failure of a Party to require the performance of any term of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.



In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Mattias

IPC

Österreichische Post AG

La Poste / De Post (Belgium)

Hansen
Post Danmark HANSEN

Matti Aho
Finland Post Ltd
Matti Aho

G. Hainault
La Poste (France)
G. Hainault

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

SLOVENSKÁ POŠTA, š.p (Slovakia)

Correos y Telégrafos (Spain)

J-E LEISTEDT
Sweden Post Ltd (Posten Sverige AB)
J-E LEISTEDT

L. HURNI
Swiss Post
L. HURNI

United States Postal Service

[Handwritten mark]

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Handwritten signature]

IPC

Österreichische Post AG

La Poste / De Post (Belgium)

[Handwritten signature]
Post Danmark *[Handwritten signature]*

[Handwritten signature]
Finland Post Ltd

[Handwritten signature]
La Poste (France)
G. Plaindault

Deutsche Post AG

Iceland Post

[Handwritten signature]
An Post (Ireland)

[Handwritten signature]
Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

[Handwritten signature]
SLOVENSKÁ POŠTA, š.d (Slovakia)

[Handwritten signature]
Correos y Telégrafos (Spain)
Héctor Lumbiereras Valdés

[Handwritten signature]
Sweden Post Ltd (Posten Sverige AB)

[Handwritten signature]
Swiss Post

United States Postal Service

J-E LEISTEDT

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Matti Mäkelä

IPC

Österreichische Post AG

La Poste / De Post (Belgium)

Post Danmark HANSEN

Matti Akkonniemi

Finland Post Ltd
Matti Akkonniemi

G. Plainchaud

La Poste (France)
G. Plainchaud

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten Norge BA)

João Fernando Duarte

CIT Correios de Portugal SA

Olga

SLOVENSKÁ POŠTA, š.d (Slovakia)

Correos y Telégrafos (Spain)

J-E Leistedt

Sweden Post Ltd (Posten Sverige AB)

L. Hurni

Swiss Post

L. HURNI

United States Postal Service

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Math

IPC

[Signature]
Österreichische Post AG

[Signature]
La Poste / De Post
(Belgium)

[Signature]
Post Danmark *HANSEN*

[Signature]
Finland Post Ltd
Math Akonniemi

[Signature]
La Poste (France)
G. Maindault

[Signature]
Deutsche Post AG

[Signature]
Iceland Post

[Signature]
An Post (Ireland)

[Signature]
Norway Post (Posten
Norge BA)

[Signature]
CTT Correios de Portugal
SA

[Signature]
SLOVENSKÁ POŠTA,
š.p (Slovakia)

[Signature]
Correos y Telégrafos
(Spain)

[Signature]
Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT

[Signature]
Swiss Post
L. HURNI

[Signature]
United States Postal
Service

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Matti Air

IPC

Österreichische Post AG

La Poste / De Post (Belgium)

Post Danmark HANSEN

Jukka Heiskanen
Finland Post Ltd
Matti Air

G. Naindault
La Poste (France)
G. Naindault

Deutsche Post AG

Magnus Einarsson
Iceland Post

John Dempsey
An Post (Ireland)

Jonas
Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

SLOVENSKÁ POŠTA, š.p (Slovakia)

Correos y Telégrafos (Spain)

J-E LEISTEDT
Sweden Post Ltd (Posten Sverige AB)
J-E LEISTEDT

L. HURNI
Swiss Post
L. HURNI

United States Postal Service

ANNEX I

List of Parties and their respective Territories

Osterreichische Post AG, a public limited company duly incorporated and organised under the laws of Austria and having its registered office at Postgasse 8, 1010 Wien, Austria.

Territory: Austria

Post Danmark, a [legal personality] duly incorporated and organised under the laws of Denmark and having its registered office at Tietgensgade 37, 1530 Copenhagen V, Denmark.

Territory: Denmark, Faroe Islands and Greenland

Deutsche Post AG, a public limited company duly incorporated and organised under the laws of Germany and having its registered office at Heinrich-von-Stephan-Str. 1, 53175 Bonn, Germany.

Territory: Germany

Suomen Posti Oy, a limited company duly incorporated and organised under the laws of Finland and having its registered office at Mannerheiminaukio 1 A, FIN-00010 Helsinki, Finland

Territory: Finland

La Poste , a [legal personality] duly incorporated and organised under the laws of France and having its registered office at 4 quai du Point du Jour, 92 777 Boulogne Billancourt Cedex, France .

Territory: France

An Post, a limited liability company duly incorporated and organised under the laws of the Republic of Ireland and having its registered office at the General Post Office, O'Connell Street, Dublin 1, the Republic of Ireland .

Territory: The Republic of Ireland

Iceland Post, a limited liability company duly incorporated and organised under the laws of Iceland and having its registered office at P6sthusstræti 5, 101 Reykjavik, Iceland.

Territory: Iceland

Posten Norge BA, a limited company duly incorporated and organised under the laws of Norway and having its registered office at Dronningensgt. 15, N-0107 Oslo, Norway.

Territory: Norway

CTI - Correios de Portugal, SA , a joint stock company duly incorporated and organised under the laws of Portugal and having its registered office at Rua de Sao Jose, n 20, P-1166-001 Lisbon, Portugal.

Territory: Portugal

SLOVENSKA POSTA, s.p., a [legal personality] duly incorporated and organised under the laws of Slovakia and having its registered office at PARTIZANSKA CESTA 9., 975 99 BANSKA BYSTRICA, SLOVENSKA REPUBLIKA.

Territory: Slovakia

Entidad Publica Empresarial "Correos y Telegrafos", a [legal personality] duly incorporated and organised under the laws of Spain and having its registered office at Galle Adu0:fla 29 31 Via de Dublin 7, 28070 Madrid Spain

Territory: Spain

Sweden Post Ltd, International Division, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Ltd, International Division, SE-105 00 Stockholm, Sweden.

Territory: Sweden

Sweden Post Express Ltd, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Express Ltd, P.O. Box 29085, SE-100 52 Stockholm, Sweden.

Territory: Sweden

Swiss Post, an independent public company duly incorporated and organised under the laws of Switzerland and having its registered office at Swiss Post, Headquarters, Victoriast. 21, CH-3030 Bern, Switzerland.

Territory: Switzerland

UNITED STATES POSTAL SERVICE, an Independent Establishment of the Executive Branch of the Government of the United States, with its headquarters located at 475 L'Enfant Plaza, S.W., Washington, D.C.. 20260-1135

Territory: United States of America

ANNEX2

"Agreement" shall mean this Trademark Assignment Agreement.

"Annex" shall mean the respective annexes attached to the Agreement.

"Territory" shall mean the respective territory of each Postal Operator set out in Annex 1.

"Trademark" shall mean the Post Expres trademark as set out below.



In France, however, Trademark shall mean the Post Expres logotype as set out below.



ANNEX3

List of Territories where IPC has registered the Trademark

Country	Date of registration	Registration number
Switzerland	18MAR1999	459657
Norway	09APR1999	196884

ANNEX 4

List of Territories where the registration process is in progress.

Country	Date of registration	Application number
Canada	03DEC1998	898/348
Iceland	10AUG1998	1657/1998
Hungary	10AUG1998	M 98 03232
Czech Republic	8JAN1999	0-138996
Cyprus	19AUG1998	51039
Slovak Republic	4SEP1998	POZ-2281-98
United States	26OCT1998	75/577131
European CTM	30JUL1998	900571

Expres Service Agreement - Annex 4b



TRADEMARK CO-OPERATION AGREEMENT

This Trademark Co-operation Agreement ("Agreement") is made and entered into this 23 December of 1999 by and between all the entities ("the Parties") set out in Annex 1.

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 2 to this Agreement or defined in the body of this Agreement and referred to in Annex 2.

Article 2: Trademark

Each Party represents and warrants to the other Parties that he will take all reasonable necessary steps to register the Trademark in his name in his Territory and that he will become the holder of any and all trademark rights with respect to the Trademark in his Territory as from the assignment by IPC of the Trademark or the application for registration of the Trademark pending in his Territory.

Article 3: Obligations

- 3.1 Each Party undertakes not to use the Trademark outside of his Territory, except to the extent a Party's packages, including documents, letters and other mail, are mailed to other countries outside his Territory, or to the extent a Party uses the Trademark on the Internet.
- 3.2 Each Party undertakes to make real, sufficient and timely use of the Trademark according to the requirements of the applicable rules governing

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trade marks in his Territory in order for the right to the Trademark registration not to be at risk to lapse. In addition, each Party undertakes to pay any renewal fees required to uphold the Trademark registration in his Territory.

If any Parties are registered as co-owners of the Trademark, they shall be jointly responsible for the above stated obligations.

- 3.3. Each Party undertakes not to grant any third party, including a company within the same group as the Party, the right to use the Trademark in his Territory without the prior written consent of a majority of the other Parties. However, this shall not apply to third parties that perform services covered by this agreement on a sub-contracting basis on behalf of a Party.
- 3.4 Each Party undertakes not to assign, in whole or in part, rights relating to the Trademark to third parties, including companies within the same group as the Party, without the prior written consent of a majority of the other Parties or in the case set out in Article 4.2.
- 3.5 With respect to Articles 3.3 and 3.4, each Party undertakes to notify the granting or assigning Party of its decision within one month upon receipt of a written request by the granting or assigning Party. A Party who does not notify the granting or assigning Party of its decision within this period, shall be deemed to be in favour of the granting or assigning Party's request.

Article 4: Duration and effects of termination

4.1 This Agreement shall be deemed to commence as of the date hereof and shall continue for an indefinite period. However, each Party shall have the right to, with respect to that Party only, terminate this Agreement upon six (6) months written notice in advance to all other Parties.

4.2 In the case of termination by a Party according to Article 4.1, such Party undertakes to assign, at any time after the written notice has been sent according to Article 4.1, any and all of his rights to the Trademark to a party unanimously appointed by the other Parties.

Article 5: Infringement

5.1 The Parties to this Agreement shall notify each other in writing of any matter known to it which involves the infringement or threatened infringement of the Trademark in the respective Territories.

5.2 Upon such notification, or in the event a Party becomes aware of any such infringement or threatened infringement, the Party, in which Territory the infringement or threatened infringement takes place, shall be responsible for taking such legal or other action as is reasonable necessary in order to protect the Trademark rights. The cost and expenses of any such action shall be attributable

to the Party, in which Territory the infringement or threatened infringement takes place, unless otherwise agreed in writing between the Parties.

Article 6: Annexes – Entire Agreement

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes thereto and the Trademark Assignment Agreement, dated 23 December 1999, which is attached hereto, constitutes the entire Agreement and understanding between the Parties.

Article 7: Headings

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

Article 8: Arbitration

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally and bindingly decided by an Arbitration Committee.

Members of the Arbitration Committee shall be independent of the Parties to the dispute. Each Party or group of Parties shall, within one month of notifying the chairman of the Prime Steering Committee of the dispute in writing, appoint an arbitrator to the Arbitration Committee.

If any Party to the dispute fails to do so, the chairman of the Prime Steering Committee shall, within one month, appoint an arbitrator to represent such Party. However, if the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within the same period of time and by consensus, appoint an arbitrator to the Arbitration Committee to represent such Party.

If there is an even number of arbitrators in the Arbitration Committee, the arbitrators thus appointed shall, within one month from their appointment, appoint a chairman to the Arbitration Committee, who shall be independent of the Parties to the dispute.

If they fail to do so, the chairman of the Prime Steering Committee shall, within one month, appoint a chairman to the Arbitration Committee. If the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within one month and by consensus, appoint a chairman to the Arbitration Committee.

Unless the Parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language and in accordance with the rules of the Arbitration Institute of the Stockholm

Chamber of Commerce.

Article 9: Amendment

This Agreement may be amended by the Parties at any time, but only by an instrument in writing duly executed on behalf of each of the Parties.

Article 10: Miscellaneous

10.1 At the written request of a Party any other Party shall execute such deeds and perform such acts as may reasonably be required to give effect to the provisions of this Agreement.

10.2 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Parties shall make all the necessary revisions of the Agreement in order to comply with its original intent.

10.3 The failure of a Party to require the performance of any term of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: Governing Law


This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

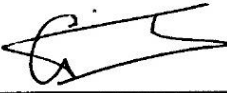
Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark



Finland Post Ltd
Matti Atonniemi



La Poste (France)
G. Traindauk

Deutsche Post AG

Iceland Post

An Post (Ireland)

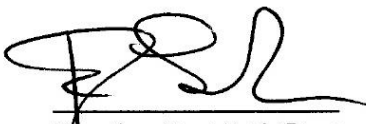
Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA




SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)



Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT



Swiss Post
U. HURNI

United States Postal
Service



Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark

Finland Post Ltd

La Poste (France)

Deutsche Post AG

Iceland Post

An Post (Ireland)

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CTT Correios de Portugal
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SLOVENSKÁ POŠTA.
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Correos y Telégrafos
(Spain)

Sweden Post Ltd (Posten
Sverige AB)

Swiss Post

United States Postal
Service

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark *H.H.H. 5/15/1*

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Finland Post Ltd
Matti Aikoniemi

La Poste (France)
G. Painschaub

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten
Norge BA)

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CTT Correios de Portugal
SA

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SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)

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Sweden Post Ltd (Posten
Sverige AB)
J-E LEISZEDT

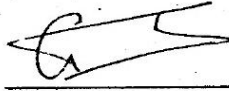
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Swiss Post
V. HURNI

United States Postal
Service

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark



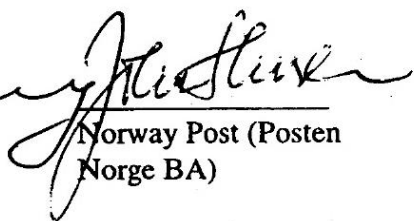
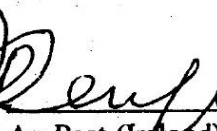
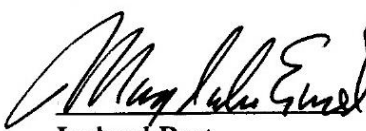
Deutsche Post AG

Finland Post Ltd

La Poste (France)

Matti Aksamien

G. Panschaert



Iceland Post

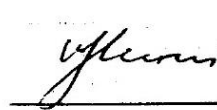
An Post (Ireland)

Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)



Sweden Post Ltd (Posten
Sverige AB)

Swiss Post

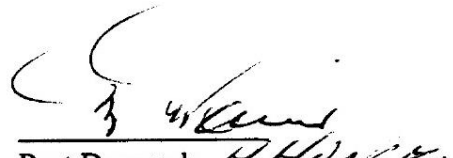
United States Postal
Service

J-E LEISTEDT

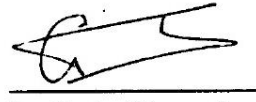
U. HURNI


Österreichische Post AG

La Poste / De Post
(Belgium)

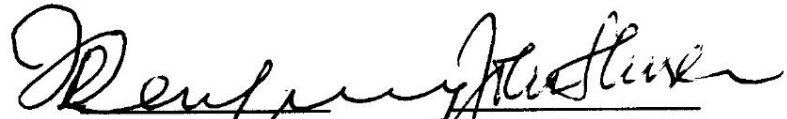

Post Danmark *A-HANSEN*


Finland Post Ltd
Matti Atoniemi


La Poste (France)
G. PAINCHAULT

Deutsche Post AG

Iceland Post

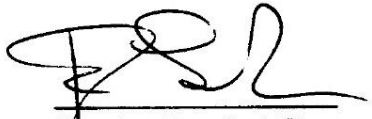

An Post (Ireland)

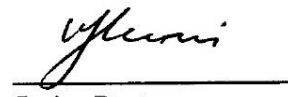
Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA


SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)


Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT


Swiss Post
U. HURNI

United States Postal
Service

ANNEX I

List of Parties and their respective Territories.

Osterreichische Post AG, a public limited company duly incorporated and organised under the laws of Austria and having its registered office at Postgasse 8, 1010 Wien, Austria.

Territory: Austria

Post Danmark, a [legal personality] duly incorporated and organised under the laws of Denmark and having its registered office at Tietgensgade 37, 1530 Copenhagen V, Denmark.

Territory: Denmark, Faroe Islands and Greenland

Deutsche Post AG, a public limited company duly incorporated and organised under the laws of Germany and having its registered office at Heinrich-von-Stephan-Str. 1, 53175 Bonn, Germany.

Territory: Germany

Suomen Posti Oy, a limited company duly incorporated and organised under the laws of Finland and having its registered office at Mannerheiminaukio 1 A, FIN-00010 Helsinki, Finland

Territory: Finland

La Poste, a [legal personality] duly incorporated and organised under the laws of France and having its registered office at 4 quai du Point du Jour, 92 777 Boulogne Billancourt Cedex, France .

Territory: France

An Post, a limited liability company duly incorporated and organised under the laws of the Republic of Ireland and having its registered office at the General Post Office, O'Connell Street, Dublin 1, the Republic of Ireland .

Territory: The Republic of Ireland

Iceland Post, a limited liability company duly incorporated and organised under the laws of Iceland and having its registered office at Posthússtræti 5, 101 Reykjavík, Iceland.

Territory: Iceland

Posten Norge BA, a limited company duly incorporated and organised under the laws of Norway and having its registered office at Dronningensgt. 15, N-0107 Oslo, Norway.

Territory: Norway

CTI- Correios de Portugal, SA, a joint stock company duly incorporated and organised under the laws of Portugal and having its registered office at Rua de Sao Jose, n 20,

P-1166-001 Lisbon, Portugal.

Territory: Portugal



Sweden Post Ltd, International Division, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Ltd, International Division, SE-105 00 Stockholm, Sweden.

Territory: Sweden

Sweden Post Express Ltd, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Express Ltd, P.O. Box 29085, SE-100 52 Stockholm, Sweden.

Territory: Sweden

SLOVENSKA POSTA, s.p., a [legal personality] duly incorporated and organised under the laws of Slovakia and having its registered office at PARTIZANSKA CESTA 9., 975 99 BANSKA BYSTRICA, SLOVENSKA REPUBLIKA.

Territory: Slovakia

Entidad Publica Empresarial "Correos y Telegrafos", a [legal personality] duly incorporated and organised under the laws of Spain and having its registered office at Galle Ad\¼asa 29 31 Via de Dublin 7, 28070 Madrid Spain

Territory: Spain

Swiss Post, an independent public company duly incorporated and organised under the laws of Switzerland and having its registered office at Swiss Post, Headquarters, Victoriastr. 21, CH-3030 Bern, Switzerland.

Territory: Switzerland

UNITED STATES POSTAL SERVICE, an Independent Establishment of the Executive Branch of the Government of the United States, with its headquarters located at 475 L'Enfant Plaza, S.W., Washington, D.C.. 20260-1135

Territory: United States of America



ANNEX2

List of definitions used in the Agreement and its Annexes.

"Agreement" shall mean this Trademark Co-operation Agreement.

"Annex" shall mean the respective annexes attached to the Agreement.

"Party" shall mean an entity set out in Annex 1.

"Territory" shall mean the respective territory of each Party set out in Annex 1.

"Trademark" shall mean the Post Express trademark as set out below.



In France, however, Trademark shall mean the Post Express logotype as set out below.



ANNEX3

List of Territories where IPC has registered the Trademark

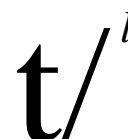
Country	Date of registration	Registration number
Switzerland	18MAR1999	459657
Norway	09APR1999	196884



ANNEX 4

List of Territories where the registration process is in progress.

Country	Date of registration	Application number
Canada	03DEC1998	898/348
Iceland	10AUG1998	1657/1998
Hungary	10AUG1998	M 98 03232
Czech Republic	8JAN1999	0-138996
Cyprus	19AUG1998	51039
Slovak Republic	4SEP1998	POZ-2281-98
United States	26OCT1998	75/577131
European CTM	30JUL1998	900571

The logo consists of a lowercase 't' followed by a slash and a lowercase 'l', all in a bold, sans-serif font.

Annex 5: Deed of Accession

THE "ACCEDING PARTY",

A Designated Operator within the meaning of the UPU Convention,

requests admission to the Exprès Service Agreement, effective from the first day of the second month following the approval of the accession by the Exprès Service Steering Committee.

The Acceding Party undertakes to respect all the provisions of the Exprès Service Agreement.

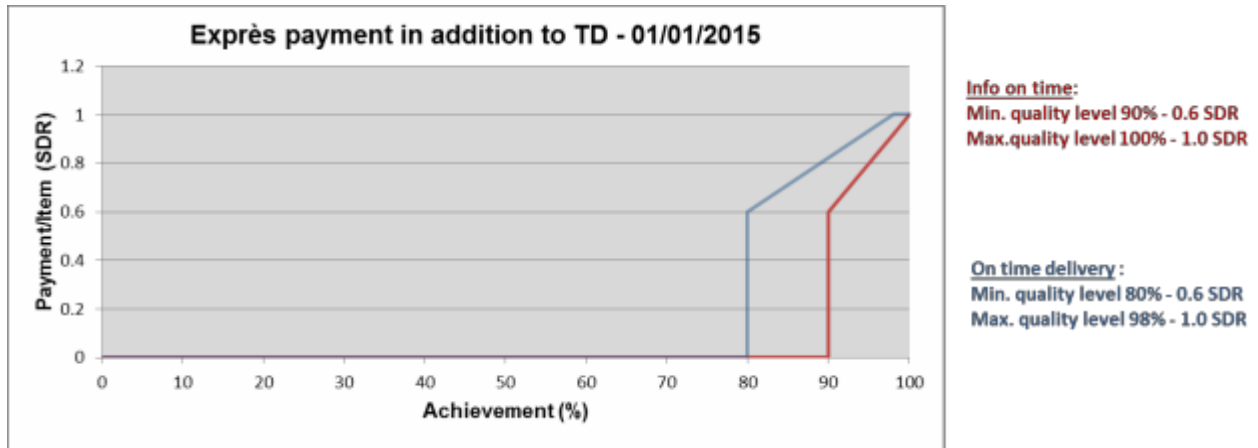
The Acceding Party attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed

On

Annex 6: Pay for Performance Rules

[As approved by the SC of 29/30 October 2014 and effective 1 January 2015]



Details

▪ *Linear calculation as below;*

- ✓ Delivery info is H/I event on time before 2000 Hours day after delivery
- ✓ On-time delivery as measured against standards - from D event to H/I

Feature	Minimum payment	Maximum payment	Minimum quality level	Maximum quality level	Calculation
Part 1 payment – No change Provision of delivery scans (EMH/EMI) before 20:00 next day	0.6 SDR	1.0 SDR	90 % (EMH/EMI on time vs EMD/RESDES)	100 % (EMH/EMI on time vs EMD/RESDES)	Linear calculation (Performance rounded to nearest 1% per link - payment to two decimals points per link)
Part 2 Payment –1 January 2015 On time delivery – calculated on all measurable items – i.e. items with EMD (RESDES in case of US) and EMH/EMI irrespective of transmission time	0.6 SDR	1.0 SDR	80 % (Measure d against each Post’s standards)	98 % (Measure d against each Post’s standards)	Linear calculation (Performance rounded to nearest 1% per link - payment to two decimals points per link) – If 80% or 80%+ of items with EMD (US RESDES) events have an EMH/EMI event, the bonus will be paid in respect of all items with EMD (US RESDES) If less than 80 % with EMD events (US RESDES) has not an EMH/EMI (delivery info) bonus will only apply to those items with EMD (US RESDES) and EMH/EMI events delivery scans)

The Enhanced Payment shall consist of two parts, the Information-On-Time component and the Delivery-On-Time Component.

The Information-On-Time component shall only be payable for Exprès items for which the Receiving Party made an EMD (US RESDES) Scan and for which the EMH, EDH or EMI Scan was available by 20:00 hour's local time the day after delivery ("Delivery with Information-On-Time").

The Steering Committee is empowered to grant temporary derogations from the obligation to make delivery information available by 20:00 hours on the day after delivery. However, no Enhanced Payment shall be payable for the duration of such a derogation

The Information-On-Time component shall be SDR 1.00 per item if, on a country-by-country basis, deliveries with Information-On-Time made by a Receiving Party account for 100% of all items received by that Party for which an EMD (US RESDES) Scan was made. The Information-On-Time component shall be SDR 0.60 per item if, on a country-by-country basis, deliveries with Information-On-Time account for 90% of all items received by a Party for which an EMD (US RESDES) Scan was made. If, on a country-by-country basis, deliveries with Information-On-Time account for more than 90% but less than 100% of all items received by a Party for which an EMD (US RESDES) Scan was made, the amount of the Information-On-Time component shall correspond to the appropriate point on a linear line from 90%/0.60 SDR to 100%/1.00 SDR, provided that the percentages shall be rounded to the next full percentage point and that the Information-On-Time component shall be rounded to one-hundredth of an SDR. If deliveries with Information-On-Time account for less than 90% of all items received by a Party for which an EMD (US RESDES) Scan was made, no Information-On-Time component shall be payable.

The Delivery-On-Time component shall be payable for all Exprès items for which the Receiving Party made an EMD (US RESDES) Scan calculated on all measurable items irrespective of transmission time. However, the amount payable shall be determined by the percentage of items for which the Receiving Party also made an EMH, EDH or EMI Scan and that the Receiving Party delivered or presented on time (as defined in Annex 2 of the Express Agreement) ("Delivery-On-Time").

The Delivery-On-Time component shall be SDR 1.00 per item if, on a country-by-country basis, Deliveries-On-Time made by a Receiving Party account for at least 98% of all items received by that Party for which an EMD Scan was made. The Delivery-On-Time component shall be SDR 0.60 per item if, on a country-by-country basis, Deliveries-On-Time account for 80% of all items received by a Party for which an EMD Scan was made. If, on a country-by-country basis, Deliveries-On-Time account for more than 80% but less than 98% of all items received by a Party for which an EMD Scan was made, the amount of the Delivery-On-Time component shall correspond to the appropriate point on a linear line from 80%/0.60 SDR to 98%/1.00 SDR, provided that the percentages shall be rounded to the next full percentage point and that the Delivery-On-Time component shall be rounded to one-hundredth of an SDR. If Deliveries-On-Time account for less than 80% of all items received by a Party for which an EMD Scan was made, no Delivery-On-Time component shall be payable.

If less than 80% of the items having an EMD events (US RESDES) has not an EMH/EDH/EMI (delivery info) the bonus will be applied only to those items that have an EMD (US RESDES) together with EMH/EDH/EMI events (delivery scans).

The Parties shall invoice each other based on applicable PRIME monthly performance reports, and Ready Reckoner.

Linear calculation as below.

Percentage on Time Delivery (%)	SDR Rate on Time Delivery (SDR)		Percentage On time info return (%)	SDR Rate On Time info (SDR)
0 – 79.9	0.0000000000		0 – 79.9	0
80	0.6000000000		80	0
81	0.6222222222		81	0
82	0.6444444444		82	0
83	0.6666666667		83	0
84	0.6888888889		84	0
85	0.7111111111		85	0
86	0.7333333333		86	0
87	0.7555555556		87	0
88	0.7777777778		88	0
89	0.8000000000		89	0
90	0.8222222222		90	0.6
91	0.8444444444		91	0.64
92	0.8666666667		92	0.68
93	0.8888888889		93	0.72
94	0.9111111111		94	0.76
95	0.9333333333		95	0.8
96	0.9555555556		96	0.84
97	0.9777777778		97	0.88
98	1.0000000000		98	0.92
99	1.0000000000		99	0.96
100	1.0000000000		100	1.00

Annex 7: List of Parties

ISO Code	Country	Company Name
AT	Austria	Österreichische Post AG
AW	Aruba	Post Aruba
BE	Belgium	bpost
BR	Brazil	Correios
CA	Canada	Canada Post Corporation
CH	Switzerland	PostCH
CN	China (People's Rep.)	China Post Group
CY	Cyprus	Cyprus Post
DE	Germany	Deutsche Post DHL Group
DK	Denmark	PostNord Denmark
DO	Dominican Republic	Postal Dominicano
EE	Estonia	OMNIVA
EG	Egypt	Egypt Post
ES	Spain	Correos y Telégrafos S.A.E
FI	Finland	POSTI Group
FR	France	La Poste
GB	Great Britain	Royal Mail Group Plc
GE	Georgia	Georgian Post
GI	Gibraltar	Royal Gibraltar Post Office
GR	Greece	Hellenic Post - ELTA
HK	Hong Kong	Hongkong Post
HR	Croatia	HP - Croatian Post Inc.
HU	Hungary	Magyar Posta
ID	Indonesia	POS Indonesia
IE	Ireland	AN POST
IL	Israel	Israel Postal Company Ltd.
IS	Iceland	Iceland Post
IT	Italy	Poste Italiane S.p.A.
JE	Jersey	Jersey Post
JP	Japan	Japan Post Service Co., Ltd.
KR	Korea	Korea Post
LB	Lebanon	LibanPost S.A.L.
LT	Lithuania	Lietuvos Pastas
LU	Luxembourg	POST Luxembourg
LV	Latvia	Latvia Post
MT	Malta	MaltaPost p.l.c.
MU	Mauritius	The Mauritius Post Ltd.
MX	Mexico	Correos de Mexico

MY	Malaysia	POS Malaysia
NL	Netherlands	PostNL
NO	Norway	Norway Post
NZ	New Zealand (incl The Ross Dependency)	New Zealand Post
PL	Poland	Poczta Polska
PT	Portugal	CTT - Correios de Portugal, S.A.
RS	Serbia (Rep.)	Public Enterprise of PTT Communications "Srbija"
RU	Russia	Russian Post
SA	Saudi Arabia	Saudi Post
SE	Sweden	PostNord Sverige AB
SG	Singapore	Singapore Post Limited
SI	Slovenia	Posta Slovenije, d.o.o.
SK	Slovakia	Slovenská posta, a.s.
SZ	Swaziland	Post and Telecommunication Corporation Swaziland
TH	Thailand	Thailand Post
TR	Turkey	Generale Directorate of PTT
US	United States of America	United States Postal Service
ZA	South Africa	South African Post Office Ltd

Annex 8: Notice provided to IPC and the Parties concerning the USPS' Participation in the Exprès Service Agreement

Notice Provided to the International Post Corporation and Parties to the Exprès Service Agreement concerning the United States Postal Service's Participation in the Exprès Service Agreement.

1. The undersigned postal operator (the "USPS") and International Post Corporation ("IPC"), acting on behalf of the parties to the Exprès Service Agreement, made and entered into December 10, 1999, as amended (together the "Agreement"¹), hereby acknowledge this instrument, which provides notice concerning future USPS participation in the Agreement.
 2. For these purposes, the USPS may decide at a future date to become a party to the Agreement. Such a decision, if any, will be memorialized by the execution by the USPS of a signed written document reflecting the agreement.
 3. In the event that the USPS becomes a party to the Agreement as some future date, the IPC shall assist the USPS in setting up its data exchange facilities and advise it on preparatory steps with a view to facilitating the USPS's accession to the Agreement.
 4. If the USPS becomes a party to the Agreement and the IPC provides the assistance described in the preceding paragraph, then the USPS agrees to pay to IPC towards the Prime Project a reasonable annual fee as determined each year by the steering committee established under the Agreement (the "Prime Steering Committee"). In determining this fee, the Prime Steering Committee shall take due account of IPC's costs and of the USPS's interested. Note: The Prime Steering Committee agreed on 14-15 May 2009 upon new conditions for payment/nonpayment of the Prime fee, using UPU classification system, as follows:
 - a) 1.1 and 1.2 Target countries – Pay from 2010
 - b) Group 2 – pay when they become a target country 2012 (free max 2 years for any country)
 - c) Group 3 – can be free until 2014 when they become target country but max 2 years free for any country.
 - d) Groups 4 and 5 – free until joining target system
- ✓ Conditions
1. Performance-related enhanced payments as in agreement Annexes, available

¹ The full text of the "Agreement" includes the Exprès Service Agreement and its six Annexes, as amended by (i) the First Supplementary Agreement to the Exprès Service Agreement of December 23, 1999, (ii) the Annex 2 that each Party most recently submitted to and that was approved by the Steering Committee, (iii) the Annex 3 that was most recently approved by the Steering Committee, and (iv) Annex 6 as amended by the Steering Committee 26 & 27 October 2009 and as planned to be amended in October 2011 (including that the Enhanced Payment shall be SDR 2.00 per item if, on a country-by-country basis, Successful Deliveries account for 100% of all items received by a Party)

- for both Exprès and Registered items, if applicable
2. Existing members who are currently non-payers or reduced payers will pay from 2010 onwards if currently a target country or as they become a target country, subject to a max of 2 years free except countries that classify as group 4 & 5
 3. Non Payers – no vote
 4. Above applies irrespective of Volume.
5. USPS, IPC, and the parties to the Agreement acknowledge that the IPC shall not send an invoice to the USPS until September 2011, payable by USPS no later than December 31, 2011. If the Conditions Precedent described in Paragraph 6b of this notice are not fulfilled, the USPS shall have no financial obligation under the Agreement and IPC shall refund to USPS any fees that the USPS has already paid IPC under the Agreement. In this case, the USPS will have no additional obligations under the Agreement, financial or otherwise. If the USPS becomes a party to the Agreement, and the USPS deposits a notice of withdrawal with the chairman of the Steering Committee in accordance with Article 11 of the Agreement, the IPC shall pro-rate and refund to the USPS the portion of any annual fee paid by the USPS that concerns any period of time after the USPS's notice of withdrawal takes effect.
6. USPS, IPC and the parties to the Agreement acknowledge that USPS's participation in the Prime Project is subject to the following conditions, as well as any additional conditions that the USPS may propose on further review of the Agreement:
- a) All taxes and duties are the sole responsibility of the Prime party to whom they are duly assessed and shall not be charged to the USPS in any form unless the USPS otherwise provides in a written agreement with the respective Prime party.
 - b) USPS's acceding to the Agreement and all obligations of the USPS under the Agreement shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities over the USPS. Conditions Precedent may include but are not limited to: approvals or, if applicable, non-objection, from the USPS's management, the Governors of the USPS, the Board of Governors of the USPS, and the U.S. Postal Regulatory Commission. The USPS, IPC and the parties to the Agreements acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS, IPC and the parties of the Agreement, and no benefit or rights granted shall inure to the USPS, IPC and the parties o the Agreement until such time as the conditions Precedent shall have been fulfilled.
 - c) In the event that the Conditions Precedent are not fulfilled, the USPS, IPC, and the parties to the Agreement shall have no liability which shall include no

obligation to pay fees or costs associated with any action taken by the USPS, IPC and the parties to the Agreements. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS, IPC and the parties to the Agreement shall not be held liable for any damage or costs of any nature whatsoever.

- d) The USPS, IPC and the parties to the Agreement acknowledge that any rate information included in the Agreement and information concerning the quality of service performance under the Agreement constitute commercially sensitive information and should not be disclosed to third parties except as required by law. USPS, IPC and the other parties to the Agreement will treat as confidential and not disclose to third parties, absent express written consent of the other parties, any such information related to this Agreement as long as it is treated as non-public by the Postal Regulatory Commission. USPS, IPC and the other parties to the Agreement acknowledge that United States law may require that the Agreement be filed with the Postal Regulatory Commission and the U.S. Department of State. USPS, IPC and the other parties to this Agreement authorize the USPS to determine the scope of information that must be made publicly available under the Postal Regulatory Commission's rules. USPS, IPC and the other parties to the Agreement further understand that any unredacted portion of this document or the text of the Agreement may be posted on the Commission's public website, www.prc.gov. IPC and the other parties to the Agreement have the right, in accordance with the Postal Regulatory Commission's rules, to address confidentiality concerns directly with the Postal Regulatory Commission. The procedures for making an application to the Postal Regulatory Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Postal Regulatory Commission's website www.prc.gov/Docs/63/63467/Order225.pdf. At the request of the IPC or the parties to the Agreement, the USPS will furnish notice of the docket number of the Postal Regulatory Commission proceeding, if any, used in connection with the Agreement(s). The USPS, IPC and the parties to the Agreement shall each provide the same care to avoid disclosure or unauthorized use of the confidential information as each would provide to maintain the confidentiality of its own information.
- e) USPS, IPC and the parties to the Agreements acknowledge that in 2006, IPC registered the trademark and logo for POST EXPRES under U.S. Trademark Registration No. 3,072,352. To the extent that this registration is still in effect, USPS, IPC and the parties to the Agreements agree to cooperate in assigning the entire rights, title, and interest to the trademark POST EXPRES, together with any goodwill symbolized by the trademark, by transferring to the USPS as the expense of the USPS all rights within the United States of America to the trademark after USPS has become a party to the Agreement. IPC agrees to execute all documents necessary to effectuate such assignment upon USPS's execution of applicable agreements.

- f) USPS and IPC acknowledge, as stated in a footnote to USPS's Annex 2, that the PRIME Project Manager has agreed with the USPS to submit its proposal of delivery times (targets) referred to in Article 2 of the Exprès Service Agreement, upon which IPC shall monitor performance and produce a monthly performance report for the United States in accordance with Annex 6 of the Exprès Service Agreement, to the Steering Committee referred to in Article 4 of the Agreement for approval, including an additional day for security and customs.
 - g) USPS and IPC acknowledge that the USPS may propose updates to the USPS's Annex 2 as often as USPS chooses, but USPS only intends to propose changes to Annex 2 that will be implemented at the beginning of a month.
7. If and when the USPS becomes a party to any of the Agreements, IPC and the parties to the Agreements shall be deemed to have acknowledged the contents of this document.
8. Each part represents that it has caused this document to be executed on its behalf as of the date written below by a representative empower to bind that party with respect to the undertakings and obligations contained herein. The effective date of this instrument is the later of the two execution dates below.

In WITNESS WHEREOF, the Postal Service and the International Post Corporation have executed this instrument effective as of the date in paragraph 8 above.

UNITED STATES POSTAL SERVICE INTERNATIONAL POST CORPORATION


Signature

Giselle Valera
Name

Managing Director, Global Business
and Vice President
Title

10 August 2011
Date


Signature

KATHLEEN TREANOR
Name

Prime Project Manager
Title

10 August 2011
Date