



Because connections matter.

Novation Agreement

Dear Sirs,

We refer to the License and Maintenance Agreement between Quadient CXM UK Limited

with company registration number

dated 27th January 2021

The Outgoing Party proposes to novate its rights and obligations under the Original Agreement to HM Revenue and Customs (the "Incoming Party"), subject to the following terms:

1. Each Party warrants and represents that it has the full power and authority and has taken all action necessary, including obtaining all necessary approvals or consents, to enable it to enter into and perform this Agreement.
2. With effect from **April 14, 2022** (the "**Effective Date**") and in consideration of the mutual obligations and undertakings between the parties set out in this Novation Agreement:
 - a. The Outgoing Party novates and transfers all of its rights and obligations in and under the Original Agreement to the Incoming Party;
 - b. The Incoming Party shall enjoy the rights and benefits of the Outgoing party under the Original Agreement and all references to the Outgoing Party in the Original Agreement shall be construed as references to the Incoming Party;
 - c. The Incoming Party consents to the novation and transfer as set out in this Agreement and agrees to perform and comply with any obligations and other provisions under the Original Agreement and to be bound by the terms of the Original Agreement in every way as if the Incoming party were the original party to the Original Agreement in place of the Outgoing Party;
 - d. The Outgoing Party and the Remaining Party mutually release and discharge each other from all of their respective future obligations under the Original Agreement; and
 - e. The Outgoing Party and the Remaining Party release and discharge each other from any and all liability, claims and demands (whether in contract, tort or otherwise and whether known or unknown to it) in respect of the Original Agreement arising on or after the Effective Date (including claims for negligence) and the Remaining Party accepts the liability of the Incoming Party under the Original Agreement in every way as if the Incoming Party were a party to the Original Agreement in place of the Outgoing Party.
3. From the Effective Date, the Incoming Party should deal solely with the Remaining Party in respect of the Original Agreement. All invoices and correspondence relating to the Original Agreement should be sent to the Incoming Party at the address set out above for the Incoming Party.
4. Nothing in this Novation Agreement shall prohibit or affect any claim or demand (whether in contract, tort or otherwise and whether known or unknown to it) in relation to the Original Agreement which





the Outgoing Party or the Remaining Party may have against the other in respect of any matter in relation to the original Agreement arising before the Effective Date.

5. Except as expressly provided for in this Novation Agreement, a person who is not a party to this Novation Agreement shall not have any rights to enforce any of the provisions of this Novation Agreement.
6. This Novation Agreement shall be governed by and interpreted according to the law and all disputes arising under the same (including non-contractual disputes or claims) shall be subject to the same law and jurisdiction set out in the Original Agreement.
7. The Remaining Party agrees that the Outgoing Party has paid all sums due and payable under the Original Agreement as at the Effective Date.

Yours faithfully,

DocuSigned by:
[Redacted Signature]
Signature _____
Name [Redacted Name]
Title **Group Finance Director**
Communis UK Ltd.

We agree to the transfer of the Original Agreement to the Incoming Party with effect from the Effective Date on the terms set out above.

REMAINING PARTY

Quadient CXM UK Limited

DocuSigned by:
[Redacted Signature]
Signature _____
Name [Redacted Name]
Title **Managing Director**
Date **April 14, 2022**

INCOMING PARTY

HM Revenue and Customs

DocuSigned by:
[Redacted Signature]
Signature _____
Name [Redacted Name]
Title **Principle Sourcing Specialist**
Date **April 14, 2022**