

Volpa Limited Conditions

These are the Conditions referred to in the attached Statement of Work between Volpa and the Customer. These Conditions, together with the Statement of Work, form the Contract.

Agreed Terms

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

Bespoke IP: any and all Intellectual Property Rights developed by Volpa as part of the Deliverables or as a result of performance of the Services.

Budget: the fee payable for all Services and Deliverables stipulated within the Statement of Work and as may be varied under Condition 6.

Commencement Date: the commencement date specified in the Statement of Work.

Conditions: these Conditions.

Confidential Information: information of commercial value, in whatever form or medium, disclosed by a Party to the other Party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing.

Contract: the Conditions and the fully executed Statement of Work, together with any documents referred to in them, and such amendments in writing as may subsequently be agreed between the Parties, which together form the legally binding contract between Volpa and the Customer.

Customer: the customer specified in the Statement of Work.

Customer Materials: any and all Intellectual Property Rights or other materials (including but not limited to website content, images etc.) which is provided to Volpa by the Customer for incorporation into the Deliverables or to allow Volpa to perform the Services.

Data Protection Legislation: the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other applicable laws relating to the processing of personal data, privacy, the protection of personal data in electronic communications, and direct marketing, including any applicable law or regulation which supersedes, replaces or implements in the United Kingdom any of the foregoing.

Deliverables: the deliverables as detailed in the Statement of Work comprising of the Bespoke IP and the Volpa Materials.

Fees: all fees and charges payable by the Customer to Volpa under these Terms and any other costs agreed between the Parties including the Budget and Travel Time and Expenses.

GDPR: General Data Protection Regulation ((EU) 2016/679)

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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, including the right to sue for and recover damages for past infringements.

Party: a party to the Contract, being either the Customer or Volpa.

Parties: both parties to the Contract, being both the Customer and Volpa.

Services: the services to be provided by Volpa to the Customer under the Contract in addition to the Deliverables and as set out in the Statement of Work.

Statement of Work: the statement of work agreed in writing between the Parties and detailing the Services and Deliverables to be provided by Volpa.

Travel Time and Expenses: the amounts payable by the Customer to Volpa relating to travel time and expenses, including mileage, incurred in the provision of the Services and Deliverables, as agreed within the Statement of Work and in accordance with Condition 7.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Volpa: Volpa Limited, a company incorporated in Scotland under Company Number SC254058 having its registered office at Rhum Suite, King James VI Business Centre, Friarton Road, Perth, Scotland, PH2 8DY.

Volpa Materials: all Intellectual Property Rights and any other materials incorporated into the Deliverables by Volpa or used by Volpa in the performance of the Services, excluding any Customer Materials.

- 1.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Except where a contrary intention appears, a reference to a Condition is a reference to a condition of these Conditions.
- 1.5 Condition headings do not affect the interpretation of these Conditions.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. About Volpa

- 2.1 Volpa operate the website at <https://www.cunninglygood.com/> (the “Website”).
- 2.2 To contact Volpa please call on 01738 658187 or email at info@volpa.co.uk

3. Scope

- 3.1 Volpa shall supply the Deliverables to the Customer in accordance with these Conditions and the Statement of Work and in consideration of payment of the Fees by the Customer. The Contract shall commence on the Commencement Date.
- 3.2 The Customer acknowledges that the Contract is a contract for services and any Deliverables provided by Volpa to the Customer form part of the Services. The Contract applies to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.3 Each Party shall perform their obligations under these Conditions in accordance with the Contract.

4. Obligations of Volpa

- 4.1 Any descriptions or illustrations on our Website are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 4.2 Subject to our right to amend the Statement of Work (see Condition 4.3) Volpa will supply the Services to the Customer in accordance with the Statement of Work at the Commencement Date in all material respects.
- 4.3 Volpa reserve the right to amend the Statement of Work if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and Volpa will notify the Customer in advance of any such amendment.
- 4.4 Volpa warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.5 Volpa will use all reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates are estimates only and failure to perform the Services by such dates will not give the Customer the right to terminate the Contract.

5. Customer Obligations

- 5.1 It is the Customer’s responsibility to ensure that:
 - 5.1.1 the terms of the Statement of Work reflects the Services and Deliverables the Customer is expecting Volpa to provide;
 - 5.1.2 the Customer co-operates with Volpa in all matters relating to the Services;
 - 5.1.3 where applicable, access is provided to Volpa, its employees, agents, consultants and subcontractors, to the Customer’s premises, office accommodation and other facilities as Volpa may reasonably require;
 - 5.1.4 such information and materials Volpa may reasonably require in order to supply the Services, is provided and which information shall be complete and accurate in all material respects;
 - 5.1.5 where applicable, Customer premises are prepared for the supply of the Services;
 - 5.1.6 all necessary licences, permissions and consents which may be required for the Services are maintained and obtained before the Commencement Date;
 - 5.1.7 all of Volpa Materials are kept at the Customer premises in safe custody at the Customer’s risk, maintain Volpa Materials in good condition until returned to Volpa, and not dispose of or use Volpa Materials other than in accordance with Volpa’s written instructions or authorisation.

6. Budget

- 6.1 In advance of signing the Statement of Work, the Parties shall agree the Budget.
- 6.2 Subject to the remainder of this Condition 6, Condition 7 (Travel Time and Expenses) and Condition 9 (Payment), the Budget, as agreed within the Statement of Work, shall be the overall total fee which shall be payable by the Customer to Volpa in respect of the Services and Deliverables.
- 6.3 Should the Statement of Work contain a Budget which is itemised according to specific Services and Deliverables, the Customer acknowledges and agrees that Volpa may reallocate the Budget during the period in which Volpa provides the Services as and when required at its own discretion without seeking permission of the Customer.
- 6.4 Should Volpa be required to increase the Budget at any time, it must intimate such notice of change to the Customer. The Customer must provide its acceptance to the revised Budget before the Budget will be deemed

to have increased. Should the Customer not accept the new Budget, the Customer shall be entitled to terminate the Contract under Condition 17.2 and the provisions of the remainder of Condition 17 shall apply.

7. Travel Time and Expenses

- 7.1 If at the time of agreeing the Statement of Work it is envisaged that there will be requirement for any travel by Volpa employees, directors or any other individual engaged by Volpa to provide the Services and/or Deliverables, preliminary costs shall be included in the Statement of Work.
- 7.2 Should any additional travel be required, Volpa will intimate such requirement to the Customer before incurring any additional cost under this Condition 7.

8. Volpa Materials

- 8.1 Where Volpa Materials are licensed by a third party, Volpa shall provide the Volpa Materials to the Customer under the standard licence terms provided by the relevant third party, a copy of which shall be provided to the Customer on request, and the Customer agrees to be bound to the relevant third parties by such licence terms.
- 8.2 Where Volpa Materials are licensed to the Customer by Volpa, Volpa grants the Customer a non-exclusive, revocable, non-transferable, royalty-free licence to use Volpa Materials to the extent needed to make full use of the Deliverables and Services.

9. Payment

- 9.1 In consideration of the performance of the Services and the provision of the Deliverables by Volpa, the Customer shall pay to Volpa the Fees.
- 9.2 The Fees are exclusive of Value Added Tax (“VAT”) or any similar taxes. All such taxes are payable by the Customer.
- 9.3 Volpa reserves the right to charge the Customer interest for late payment of any sum due under the Contract at the rate of four per cent (4%) per annum above the base rate of Royal Bank of Scotland plc calculated on a daily basis from the date payment was due until the date payment is made.
- 9.4 All Fees will require to be paid by the Customer within 14 days’ of the date of the relevant invoice.
- 9.5 The Customer shall not be entitled to withhold any payment or set off any sum owed by Volpa to the Customer.
- 9.6 In the event of non-payment, Volpa shall have the right to suspend the Customer’s access to and/or use of the Services and Deliverables or any portion thereof or to terminate the Contract in accordance with Condition 17.1.1.

10. Ownership of Intellectual Property Rights

- 10.1 The Intellectual Property Rights in the Volpa Materials are, and shall remain, the property of Volpa or the appropriate third party rights-owner, and the Customer acquires no rights in or to the Volpa Materials other than those expressly granted by these Conditions.
- 10.2 The Intellectual Property Rights in the Customer Materials are, and shall remain, the property of the Customer and the Customer hereby grants to Volpa a non-exclusive, royalty-free licence to use the Customer Materials for the purposes of providing the Deliverables and performing the Services. The Customer shall be responsible for the accuracy and completeness of the Customer Materials and the Customer shall indemnify Volpa against all damages, losses and expenses arising as a result of any action of claim that the Customer Materials breach applicable laws, infringe any third party Intellectual Property Rights, or are obscene, indecent, pornographic, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing or blasphemous.
- 10.3 The Customer shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Volpa Materials and shall promptly report to Volpa any such infringement that comes to its attention.
- 10.4 The Intellectual Property Rights in the Bespoke IP shall be owned by and vest absolutely in, Volpa. In consideration for payment of the Fees by the Customer to Volpa, Volpa hereby grants to the Customer a non-exclusive, revocable, non-transferable, worldwide licence to use the Intellectual Property Rights in the Bespoke IP and any Volpa Materials to the extent necessary to allow the Customer to make use of the Deliverables and the Services. The Customer may not sub-license, assign or otherwise transfer the rights granted in this Condition 10.4.

11. Confidentiality and Publicity

- 11.1 Each Party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under these Conditions (the “Permitted Purposes”).
- 11.2 When one Party discloses (the “Disclosing Party”) Confidential Information to the other Party (the “Receiving Party”) then the Receiving Party shall treat as confidential all Confidential Information of the Disclosing Party under these Conditions. The Receiving Party shall not divulge any such Confidential Information to any person, except to its own employees and then only to those employees who need to know it for the Permitted Purposes. The Receiving Party shall ensure that its employees are aware of, and comply with, this Condition 11.
- 11.3 The restrictions imposed by Condition 11.1 and Condition 11.2 shall not apply to the disclosure of any Confidential Information which:

- 11.3.1 is now in or hereafter comes into the public domain otherwise than as a result of a breach of this Condition 11;
- 11.3.2 before any negotiations or discussions leading to this Conditions was already known by the Receiving Party and was obtained or acquired in circumstances under which the Receiving Party was not bound by any form of confidentiality obligation; or
- 11.3.3 is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).
- 11.4 Each Party shall notify the other Party if it becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, at that other Party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.
- 11.5 This Condition 11 shall remain in full force and effect, notwithstanding any termination of the Contract.

12. Warranties

- 12.1 Volpa warrants and represents that the Bespoke IP is proprietary to Volpa and therefore Volpa has the right to issue a non-exclusive licence to the Customer as the owner of the Bespoke IP.
- 12.2 The warranty set out in Condition 12.1 is in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to these Conditions.
- 12.3 Any unauthorised modifications or use of the Deliverables by, or on behalf of, the Customer shall render all Volpa's warranties and obligations under these Conditions null and void.
- 12.4 Each Party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into the Contract and that those signing the Statement of Work are duly authorised to bind the Party for whom they sign.

13. Data Protection and Data Processing

- 13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These Conditions are in addition to, and does not relieve, remove or replace either Party's obligations under the Data Protection Legislation.
- 13.2 Both Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Volpa is the processor.
- 13.3 In this Condition 13, "**controller**", "**processor**", "**process**", "**processing**", "**technical and organisational measures**", "**data subject**", "**personal data breach**", "**supervisory authorities**", shall have the meanings as defined in the Data Protection Legislation.
- 13.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Volpa for the duration and purposes of these Conditions.
- 13.5 Volpa shall, in relation to any Personal Data processed in connection with the performance of its obligations under these Conditions:
- 13.5.1 process that personal data only on the written instructions of the Customer unless Volpa is required by the laws of any member of the European Union or by the laws of the European Union applicable to Volpa to process personal data ("**Applicable Data Processing Laws**"). Where Volpa is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, Volpa shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit Volpa from so notifying the Customer;
- 13.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 13.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 13.5.4 not transfer any personal data outside of the European Economic Area ("**EEA**") unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- the Customer or Volpa has provided appropriate safeguards in relation to the transfer;

- the data subject has enforceable rights and effective legal remedies;
 - Volpa complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - Volpa complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - notify the Customer without undue delay on becoming aware of a personal data breach;
 - at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Data Processing Law to store the personal data; and
 - maintain complete and accurate records and information to demonstrate its compliance with this Condition 13 and allow for audits by the Customer or the Customer's designated auditor.
- 13.6 Volpa shall not appoint any third party processor of Personal Data under these Conditions without the prior written consent of the Customer.
- 13.7 Where the Customer is based in an EEA country, outside of the United Kingdom, the Parties agree to execute the Standard Contractual Clauses in the form supplied in the Annex to these Conditions.

14. Limitation of Liability

- 14.1 Neither Party excludes or limits liability to the other Party for:
- 14.1.1 fraud or fraudulent misrepresentation;
 - 14.1.2 death or personal injury caused by negligence; or
 - 14.1.3 any matter for which it would be unlawful for the Parties to exclude liability.
- 14.2 Subject to Condition 14.1, Volpa shall not in any circumstances be liable whether in contract, delict (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 14.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 14.2.2 any loss or corruption (whether direct or indirect) of data or information;
 - 14.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 14.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 14.3 Subject to Condition 14.1, Volpa's total aggregate liability in contract, delict (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions or any collateral contract shall be limited to the total Fees paid by the Customer to Volpa under the Contract.
- 14.4 Volpa shall use reasonable endeavours to meet the delivery dates detailed in the Statement of Work. Volpa shall not be liable for any delay in delivery of the Deliverables or performance of the Services that is caused by a Force Majeure Event (hereinafter defined), or caused by any failure of the Customer.

15. Assignment and Subcontracting

The Contract is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under these Conditions without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

16. Duration

The Contract between Volpa and the Customer shall remain in force until completion of the Services and provision of the Deliverables have been made to the Customer unless earlier terminated in accordance with Condition 17.

17. Termination

- 17.1 Without prejudice to any rights that have accrued to Volpa under these Conditions or any of its rights or remedies, Volpa may at any time suspend performance of the Services or terminate the Contract with immediate effect by giving written notice to the Customer if:
- 17.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 17.1.2 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- 17.1.3 the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 17.1.4 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or is sequestrated or enters into a trust deed or debt arrangement with creditors;
- 17.1.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- 17.1.6 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 17.1.4 and 17.1.5; or
- 17.1.7 the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 17.2 Subject to Condition 17.3, in the event that the Customer rejects the proposal to increase the Budget under Condition 6.4, both the Customer and Volpa shall be entitled to terminate the Contract.
- 17.3 In the event that the Contract terminates in accordance with Conditions 17.1 or 17.2, the Customer shall pay to Volpa all outstanding Fees incurred under the Contract to the date of termination. For the avoidance of doubt, Volpa shall be entitled to invoice the Customer for all time incurred in fulfilling its obligations under the Contract, in line with the hourly rates indicated on the Statement of Work properly incurred. In the event that any part of the Fees are payable on a fixed-fee basis in arrears, Volpa shall be entitled to a pro-rata payment of any Fees properly incurred but not yet invoiced as at the date of termination.
- 17.4 Other than as set out in these Conditions, neither Party shall have any further obligation to the other under these Conditions after its termination.
- 17.5 Any provision of these Conditions which expressly or by implication is intended to come into or continue in force on or after termination of these Conditions, including Condition 1, Condition 9.1, Condition 9 to Condition 13, and Condition 17.7 shall remain in full force and effect.
- 17.6 On termination of these Conditions under this Condition 17, the Customer shall immediately pay any outstanding invoices and interest due to Volpa. Volpa shall submit invoices for any work undertaken, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.
- 17.7 Notwithstanding its obligations in this Condition 17, if a Party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials that it must retain.
- 17.8 On termination of these Conditions for any reason, the Customer shall as soon as reasonably practicable return, destroy or permanently erase (as directed in writing by Volpa) any Volpa Materials (any proprietary software) or Confidential Information belonging to Volpa.
- 17.9 On termination of these Conditions for any reason, any non-exclusive licences granted by Volpa to the Customer to use any Volpa Materials or Bespoke IP shall be automatically terminated. Any domain names registered by Volpa on behalf of the Customer shall be transferred to the Customer.
- 17.10 Termination of these Conditions shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Conditions which existed at or before the date of termination.

18. Waiver

No failure or delay by a Party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. Rights and Remedies

Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Entire Agreement

- 20.1 The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Conditions.

21. Variation

No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Severance

If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. No Partnership Or Agency

23.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

23.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Force Majeure

24.1 Volpa shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"). If a Force Majeure Event takes place, Volpa shall be entitled to a reasonable extension of the time for performing its obligations.

24.2 If the Force Majeure Event continues for 180 days, the Customer may terminate the Contract by giving 30 days' written notice to Volpa. In such circumstances, Volpa shall refund the customer the Fees less the charges reasonably and actually incurred Volpa by in performing the Services up to the date of the occurrence of the Force Majeure Event.

25. Non-Solicitation

The Customer must not attempt to procure services that are competitive with the Services from any of Volpa's directors, employees or consultants, whether as an employee or on a freelance basis, during the period that Volpa is providing the Services to the Customer and for a period of twelve months following termination of the Contract.

26. Notices

26.1 Any notice or other communication required to be given under the Contract, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier.

26.2 Any notice shall be deemed to have been duly received:

26.2.1 if delivered personally, on signature of a delivery receipt;

26.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or

26.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

26.3 A notice required to be given under the Contract shall not be validly given if sent by e-mail.

26.4 The provisions of this Condition 26 shall not apply to the service of any proceedings or other documents in any legal action.

27. Governing Law

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

28. Jurisdiction

The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).