

Zudu Ltd Conditions

These are the Conditions referred to in the attached Statement of Work between Zudu 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:

Acceptance Test: the test of any Application that forms part of the Deliverables in accordance with Clause 4.

App Store: an online or remote-accessed location where the Applications will be made available for downloading.

Bespoke Software: the software developed by Zudu specifically for the Customer as part of the Deliverables, as detailed in the Statement of Work.

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

Completion Date: the estimated date specified in the Implementation Plan by which Zudu is to provide the Deliverables.

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 Statement of Work, which together form the legally binding contract between Zudu and the Customer.

Customer: the customer specified in the Statement of Work.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Defect: an error in the Deliverables that causes them to fail to operate substantially in accordance with the Specification.

Deliverables: the deliverables as detailed in the Specification comprising of the Bespoke Software and the Zudu Materials.

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

Implementation Plan: the time schedule and sequence of events for the performance of the Contract set out in the Statement of Work under the "Development Process", "Project Management", "Ongoing Support" and "Aftercare" sections.

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.

Licensed User: anyone who downloads an application which forms part of the Deliverables from an App Store or is given access to the Deliverables by the Customer.

Statement of Work

Price: the price payable to Zudu by the Customer for the Deliverables, as specified in the Statement of Work.

Specification: the specification of the Deliverables detailed in the "Features and Requirements" section of the Statement of Work.

Statement of Work: the statement of work issued by Zudu, signed by the customer and attached to these Conditions.

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.

Zudu: Zudu Limited, a company incorporated in Scotland under Company Number SC472737 having its registered office at Rivercourt, 5 West Victoria Dock Road, Dundee, DD1 3JT.

Zudu Materials: all software or any other material incorporated into the Deliverables that is not Bespoke Software.

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 clause or annex is a reference to a clause of, or Statement of Work or annex to, these Conditions.

1.5 Clause headings do not affect the interpretation of these Conditions.

1.6 The Statement of Work to these Conditions, together with any documents referred to in them, form an integral part of these Conditions and any reference to these Conditions means these Conditions together with the Statement of Work and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the Parties.

1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Scope

2.1 Zudu shall supply the Deliverables to the Customer in accordance with these Conditions and the Statement of Work and in consideration of the Price. Zudu shall provide the Deliverables in accordance with the Specification.

3. Zudu Materials

3.1 Where Zudu Materials are licensed by a third party, Zudu shall provide the Zudu 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.

3.2 Where Zudu Materials are licensed to the Customer by Zudu, Zudu grants the Customer a non-exclusive, royalty-free licence to use Zudu Materials to the extent needed to make full use of the Deliverables.

4. Acceptance

4.1 No later than 30 days from the Completion Date, the Customer shall deliver proposed user acceptance criteria and test data to Zudu for any application or website that forms part of the Deliverables. These criteria and date shall be used by Zudu to show that the application or website complies with the Customer's specification.

4.2 Zudu shall carry out Acceptance tests for the application or website within 10 days of the Completion Date and permits the Customer to observe any or all of the testing.

4.3 Acceptance of the Deliverables (the "Acceptance Date") shall be deemed to have occurred on whichever is the earliest of:

4.3.1 the delivery of the Deliverables to the Customer when the Deliverables perform substantively in accordance with the Specification; or

4.3.2 the use of the Deliverables by the Customer in the normal course of the business.

5. Implementation Plan and Extension of Time

5.1 Both Parties shall perform their obligations under these Conditions in accordance with the Implementation Plan.

5.2 Zudu shall use reasonable endeavours to complete the work in each stage of the Implementation Plan by the date specified in the Implementation Plan, subject to clause 5.3.

- 5.3 Zudu shall be given an extension of the timetable of any one or more of the stages in the Implementation Plan if one of more of the following events occurs:
- 5.3.1 a force majeure event occurs as described in clause 22;
 - 5.3.2 a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third-party contractors.
- 5.4 If Zudu is entitled to an extension of time under clause 5.3, it shall give written notice to the Customer not later than seven days after the beginning of the event. Such notice shall specify the event relied on and shall estimate the probable extent of the delay.
6. **Payment**
- 6.1 Zudu shall submit invoices for the Price in accordance with the "Pricing and Timescales" section of the Statement of Work. The Customer shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is earlier.
- 6.2 The Price and all other payments stated in the Statement of Work are net of tax. The Customer shall, in addition, pay to Zudu the amount of any tax, duty or assessment, including any applicable VAT, which Zudu is obliged to pay or collect from the Customer in respect of any supply under these Conditions (other than tax on Zudu's income).
- 6.3 If the Customer fails to make any payment due to Zudu under these Conditions by the due date for payment, then, without limiting Zudu's remedies under clause 16, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
7. **Ownership**
- 7.1 The Intellectual Property Rights in the Zudu Materials are, and shall remain, the property of Zudu or the appropriate third party rights-owner, and the Customer acquires no rights in or to the Zudu Materials other than those expressly granted by these Conditions.
- 7.2 The Customer shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Zudu Materials and shall promptly report to Zudu any such infringement that comes to its attention. In particular, the Customer shall:
- 7.2.1 ensure that each Licensed User, before starting to use the Deliverables, is made aware that the Zudu Materials are the proprietary to Zudu (or the appropriate third parties) and that they may only be used in accordance with this Contract; and
 - 7.2.2 ensure that the terms and conditions of use of the Deliverables by Licensed Users do not conflict with any of the terms of ownership detailed in this clause 7.
- 7.3 On payment of the final instalment of the Price by the Customer to Zudu, Zudu hereby assigns to the Customer the Intellectual Property Rights in the Bespoke Software. Zudu shall also grant to the Customer a non-exclusive, royalty-free licence to use any Zudu Materials that form part of the Deliverables.
- 7.4 The Customer shall grant to Zudu a non-exclusive licence to use the Intellectual Property Rights in the Bespoke Software for its own marketing and promotional purposes, but for no other purpose.
8. **Training**
- 8.1 Zudu undertakes to provide training to the Customer on the terms set out in the Statement of Work.
- 8.2 Any additional training required by the Customer shall be provided by Zudu at Zudu's standard rates then in force.
9. **Confidentiality and Publicity**
- 9.1 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").
- 9.2 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 clause 9.

- 9.3 The restrictions imposed by clause 9.1 and clause 9.2 shall not apply to the disclosure of any Confidential Information which:

- 9.3.1 is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 9;
- 9.3.2 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
- 9.3.3 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).

- 9.4 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.

- 9.5 This clause 9 shall remain in full force and effect, despite any termination of this Conditions.

10. Warranties

- 10.1 Zudu warrants and represents that:

- 10.1.1 the Bespoke Software is proprietary to Zudu and that it has the right to all Intellectual Property Rights in and to the Bespoke Software, and therefore has the right to assign the Bespoke Software to the Customer as the owner of the Bespoke Software;
- 10.1.2 the Deliverables at the Acceptance Date, and for 90 days after that date, will perform in accordance with the Specification; and

- 10.2 The sole remedies for breach of the warranties in clause 10.1.1 are set out in clause 11.

- 10.3 The sole remedy for breach of the warranty under clause 10.1.2 shall be correction of Defects by Zudu within a reasonable time from notification by the Customer of the Defect that constitutes such breach.

- 10.4 The warranties set out in clause 10.1 are 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. Without limitation, Zudu specifically denies any implied or express representation that the Deliverables will be fit:

- 10.4.1 to operate in conjunction with any hardware items or software products other than with those that are identified as being compatible with the Deliverables; or
- 10.4.2 to operate uninterrupted or error-free.

- 10.5 Zudu does not warrant or guarantee that it will be able to rectify all Defects.

- 10.6 Any unauthorised modifications, use or improper installation of the Deliverables by, or on behalf of, the Customer shall render all Zudu's warranties and obligations under these Conditions null and void.

- 10.7 Zudu shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of Zudu.

- 10.8 Each Party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform these Conditions and that those signing these Conditions are duly authorised to bind the Party for whom they sign.

11. Intellectual Property Rights Indemnity

- 11.1 Zudu shall indemnify the Customer against all direct liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for the infringement of a third party's intellectual property rights arising out of or in connection with use of the Deliverables, provided that, if any third party makes a claim,

- or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), the Customer:
- 11.1.1 as soon as reasonably practicable, gives written notice of the Claim to Zudu, specifying the nature of the Claim in reasonable detail;
 - 11.1.2 does not make any admission of liability, Conditions or compromise in relation to the Claim without the prior written consent of Zudu; and
 - 11.1.3 gives Zudu and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Zudu and its professional advisers to examine them and to take copies (at Zudu's expense) for the purpose of assessing the Claim.
- 11.2 Without prejudice to clause 11.1, Zudu shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights caused or contributed to by the Customer's use of the Deliverables in combination with software not supplied or approved in writing by Zudu.
- 11.3 If use of the Deliverables becomes the subject of any such claim, Zudu may:
- 11.3.1 replace all or part of the Deliverables with functionally equivalent software or documentation without any charge to the Customer;
 - 11.3.2 modify the Deliverables as necessary to avoid such claim, provided that the Deliverables functions in substantially the same way as the Deliverables did before modification; or
 - 11.3.3 procure for the Customer a licence from the relevant claimant to continue using the Deliverables.
- 11.4 Nothing in this clause shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
12. **Data Protection and Data Processing**
- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. These terms and conditions are in addition to, and does not relieve, remove or replace a either Party's obligations under the Data Protection Legislation.
- 12.2 Both parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Zudu is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Zudu for the duration and purposes of these Terms and Conditions.
- 12.4 Zudu shall, in relation to any Personal Data processed in connection with the performance by Zudu of its obligations under these Terms and Conditions:
- (a) process that Personal Data only on the written instructions of the Customer unless Zudu is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Data Processing Laws). Where Zudu is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Zudu 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 Zudu from so notifying the Customer;
 - (b) 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);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- the Customer or Zudu has provided appropriate safeguards in relation to the transfer;
- the data subject has enforceable rights and effective legal remedies;
- Zudu complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- Zudu 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, 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 agreement 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 clause and allow for audits by the Customer or the Customer's designated auditor.

12.5 Zudu shall not appoint any third party processor of Personal Data under these terms and conditions.

13. **Limitation of Liability**

13.1 Neither Party excludes or limits liability to the other Party for:

- 13.1.1 fraud or fraudulent misrepresentation;
- 13.1.2 death or personal injury caused by negligence; or
- 13.1.3 any matter for which it would be unlawful for the Parties to exclude liability.

13.2 Subject to clause 13.1, Zudu 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:

- 13.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- 13.2.2 any loss or corruption (whether direct or indirect) of data or information;
- 13.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

- 13.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 13.3 Subject to clause 13.1, Zudu'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 amount of the Price.
- 13.4 Zudu shall use reasonable endeavours to meet the delivery dates detailed in the Implementation Plan. Zudu shall not be liable for any delay in delivery of the Deliverables that is caused by an event, circumstance or cause within the scope of clause 23 or caused by any failure of the Customer.
14. **Assignment and Subcontracting**
- 14.1 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).
15. **Duration**
- 15.1 The Contract shall commence on the Commencement Date and shall continue until the later of the Completion Date or the date on which full payment is received by Zudu from the Customer, unless terminated in accordance with clause 16.
16. **Termination**
- 16.1 Without prejudice to any rights that have accrued under these Conditions or any of its rights or remedies, either party may at any time terminate the Contract with immediate effect by giving written notice to the other party if:
- 16.1.1 the other party 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;
- 16.1.2 the other party 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;
- 16.1.3 the other party 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;
- 16.1.4 the other party 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;
- 16.1.5 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 other party;
- 16.1.6 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.4 and 15.1.5; or
- 16.1.7 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 16.2 Either party may terminate these Conditions in accordance with clause 23.
- 16.3 Other than as set out in these Conditions, neither party shall have any further obligation to the other under these Conditions after its termination.
- 16.4 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 clause 1, clause 7, clause 9 to clause 12, and clause 16 shall remain in full force and effect.
- 16.5 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.
- 16.6 Notwithstanding its obligations in this clause 16, 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.
- 16.7 On termination of these Conditions for any reason, each party shall as soon as reasonably practicable:
- 16.7.1 return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party; and
- 16.7.2 permanently delete any proprietary software belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party.
- 16.8 On termination of these Conditions for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to Zudu. Zudu 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.
- 16.9 On termination of these Conditions for any reason, any non-exclusive licenses granted by Zudu to the Customer to use any Zudu Materials or Bespoke Software shall be automatically terminated.
17. **Waiver**
- 17.1 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.
18. **Rights and Remedies**
- 18.1 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.
19. **Entire Agreement**
- 19.1 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.
- 19.2 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.
20. **Variation**
- 20.1 No variation of these Conditions shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
21. **Severance**
- 21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 21.2 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.

22. **No Partnership Or Agency**
- 22.1 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.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
23. **Force Majeure**
- 23.1 Neither Party shall 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. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 180 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected Party.
24. **Notices**
- 24.1 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.
- 24.2 Any notice shall be deemed to have been duly received:
- 24.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;
- 24.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or
- 24.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 24.3 A notice required to be given under the Contract shall not be validly given if sent by e-mail.
- 24.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
25. **Governing Law**
- 25.1 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.
26. **Jurisdiction**
- 26.1 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).