

GENOA BLACK

CLIENT TERMS & CONDITIONS

Genoa Black Ltd & Genoa Black Ventures LLP has experience and expertise in Marketing, Marketing Strategy & associated services including design, digital services, PR, event management, change management and other such marketing work.

In return for payment as detailed below Genoa Black Ltd & Genoa Black Ventures LLP will develop and action Marketing, Design, Digital, PR, Event and other associated services on either a project or ongoing monthly basis on behalf of the Client on the following terms.

The Company: Genoa Black Marketing and/or Genoa Black Ventures LLP

The Client: The party that appoints the Company to deliver a service.

Service: Either all or part of a Marketing, Design, Digital, PR, Event and other associated marketing or other service as instructed to do so.

Instruction: The service to be provided to the Client by the Company as agreed between both parties, in writing including via email communication and shall be called the Agreement Contract or Contract.

1 BASIS OF CONTRACT

1.1 This agreement and Genoa Black Ltd & Genoa Black Ventures LLP standard terms and conditions (Terms and Conditions) constitute the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Client, which is not set out in the Agreement.

2 TERM & DURATION

2.1 All work agreements shall commence on the date when instructed (either verbally, in writing or via email by the Client) and shall continue at the Clients discretion in accordance with the Terms and Conditions or for a period as agreed between both parties, until one month's written notice has been given by the Client terminating the agreement.

2.2 In the absence of a defined term period, the term of the agreement shall continue indefinitely unless either party gives one month's written notice to the other party, to terminate this agreement.

3. CLIENT OBLIGATIONS

- 3.1 The Client shall as soon as reasonably practicable from the date of the initial meeting between the parties, provide Genoa Black Ltd & Genoa Black Ventures LLP with any changes to these terms and conditions, failing which if not received within 1 week of work commencing these terms & conditions will be deemed to be agreed and come into full force.
- 3.2 The Client will also provide Genoa Black Ltd & Genoa Black Ventures LLP with such information, as they shall reasonably request in relation to existing or previous marketing activity.
- 3.3 The Client shall pay the agreed Monthly or Project Fee for the Marketing, Design, Digital, PR, Event and other associated services work in accordance with clause 6 below.
- 3.4 The remainder of the Client's obligations is set out in Genoa Black Ltd & Genoa Black Ventures LLP Terms and Conditions as varied from time to time.

4. THE PARTIES' MUTUAL OBLIGATIONS

- 4.1 The Client shall use all endeavours to agree on an initial Marketing, Design, Digital, PR, Event and other associated services campaign and/or project with the Company for the agreed project (length or criteria) or monthly basis thereafter or for a stipulated time frame for all the Marketing, Design, Digital, PR, Event and other associated services efforts, including any third party expenditures.

5. GENOA BLACK LTD AND GENOA BLACK VENTURES LLP OBLIGATIONS (Services):

- 5.1 Subject to the Client complying with its obligations under clause 2.1 & 6, Genoa Black Ltd & Genoa Black Ventures LLP shall create/build/deliver the Marketing, Design, Digital, PR, Event and other associated services project or campaign for the Client.
- 5.2 Genoa Black Ltd & Genoa Black Ventures LLP shall present the Marketing, Design, Digital, PR, Event and other associated services strategy and/or plan as defined by its expertise to the Client for their approval within the agreed timescale.
- 5.3 Genoa Black Ltd & Genoa Black Ventures LLP shall deliver & manage the Client's Marketing, Design, Digital, PR, Event and other associated services campaign and/or project.
- 5.4 The company shall have full authority to appoint any external companies that may be required to fulfill the terms of the service agreement, where all costs shall be recovered from The Client. Any such appointment shall be managed and by Genoa Black Ltd & Genoa Black Ventures LLP in order to maximise return on money spent. This will be done on an individual basis and costs will be shared and approved by the Client prior to making a commitment on

behalf of the Client.

5.5 Genoa Black Ltd & Genoa Black Ventures LLP shall provide regular feedback for the Client in an agreed format (either written report or meeting/conversation).

5.6 The Company shall invoice at the end of each month.

6. FEES

6.1. For the agreed project, the Client shall pay the fee as detailed to the Client by the Company. If the instruction is on an ongoing basis, the Client for the Initial Period and thereafter the Extended Period, the Client shall pay Genoa Black Ltd & Genoa Black Ventures LLP a Monthly or Project Fee as agreed between both parties at the outset. Where fee dispute for non-payment arises a notional fee of no less than £1,750 per day shall be applied if legal action is commenced for non-payment.

6.2 Genoa Black Ltd & Genoa Black Ventures LLP shall be entitled to invoice the Client for all fees and costs incurred for all work commenced on a monthly basis, payment terms are 30 days from invoice date.

6.4 The Client shall pay invoices in full and in cleared funds within 30 days of receipt. Payment shall be made to the bank account nominated in writing by the Company. If invoices remain unpaid after 60 days due, then a late payment charge of £100 per day shall be due by the client to Genoa Black until the late invoice is paid in full.

6.5 If the Client fails to make any payment owed to Genoa Black Ltd & Genoa Black Ventures LLP under this agreement by the due date for payment (due date), then, without limiting any other remedies the Company' may have the Client pay interest on the overdue amount at the rate of 14% per annum above Bank Of Scotland base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Client disputes in good faith.

6.6 If the Client pays an invoice and does not raise a dispute regarding that invoice and the work or services contained, within 6 months of the payment date, then no dispute can be raised and The Consultant will be entitled to reject any & all claim by the Client and retain all sums paid in full.

6.7 If the Client fails to make any payment due to Genoa Black Ltd & Genoa Black Ventures LLP under this agreement by the due date, Genoa Black Ltd & Genoa Black Ventures LLP may, at its sole discretion, cease to provide the Marketing, Design, Digital, PR, Event and other associated services in accordance with this agreement until such times as all sums due to it (whether under this agreement or any other it has with the Client) are paid in full.

- 6.8 In the instance of non-payment or part payment, & where the total fee has not been paid, The Company will retain IP and artwork rights (and files) to all work provided.
- 6.9 If the Company is required to appoint a debt collection agency to recover any outstanding fees the Client will be liable for all interest, all debt recovery costs, all court costs incurred in pursuit of outstanding fees including but not limited to day rate costs as detailed in 6.1 for the Company to manage the debt recovery.
- 6.10 If The Client fails to respond, either timeously or when requested to respond or has a change of opinion/direction on a piece of work or project that prevents the Company from completing the work, The company can elect to charge the Client in full or in part for the work quoted.
- 6.11 The company will allow a reasonable amount of client changes to any design, graphic or illustrative piece or work, however as design is subjective the Company will charge for additional costs and work carried out as a result of unreasonable change requests. A reasonable amount of changes is three.
- 6.12 If the client has a Purchase Order system for work placed from the Company, this will not prevent the client from be liable for work briefed verbally or where no Purchase Order number has been given and where the Company has a record of whom within the client and when such work was requested/instructed.
- 6.13 If the client does not query an invoice submitted within 30days of it being received by the client, then the Client is liable to pay the value of such invoice. Where an invoice submitted does not match the narrative and value of the corresponding Purchase Order, the Client must raise a query within 30days of receipt of such invoice. Failure to raise a query within 30days of receipt of such invoice will render the original Purchase Order narrative and value void and the client will be liable for the value as shown in the invoice.
- 6.14 Where The Client challenges an invoice out with 30 days of receipt of such invoice then the Client will be liable for all and any costs incurred by the company in examining and if necessary defending a claim against the queried invoice.

7. RIGHTS

- 7.1 The Company has the rights to vary and amend its Terms & Conditions.

GENOA BLACK

CLIENT TERMS OF SERVICE

1. INTERPRETATION

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

- a. **Business Day:** A day (other than a Saturday, Sunday or public holiday) when banks in Edinburgh are open for business.
- b. **Campaign:** The creation, installation, management, development and employment of a Marketing, Design, Digital, PR, Event and other associated services project or campaign as set out in the Contract.
- c. **Client:** the person or firm who purchases Services from the Company.
- d. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.8.
- e. **Contract:** The contract between Genoa Black Ltd & Genoa Black Ventures LLP and the Client for the supply of Services in accordance with these Conditions.
- f. **Document:** Includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- g. **Extended Term:** Has the meaning set out in clause 3.2.
- h. **Input Material:** Has the meaning set out in clause 4.1(b).
- i. **Intellectual Property Rights:** All patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in designs, databases, topography, moral, confidential information (including know-how and secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- j. **Initial Term:** has the meaning set out in clause 3.2.
- k. **Monthly fee:** The monthly fee for the Services.
- l. **Project fee:** The project fee for the Services.
- m. **Marketing, Design, Digital, PR, Event and other associated services:** Marketing, Digital, PR and associated services that Genoa Black Ltd & Genoa Black Ventures LLP agrees to provide in connection with the Contract.
- n. **Resources:** The resources that Genoa Black Ltd & Genoa Black Ventures LLP may use or employ in order to provide the Services, including Third Party Resource
- o. **The Company:** Genoa Black Marketing LTD & Genoa Black Ventures LLP
- p. **Services:** The Marketing, Design, Digital, PR, Event and other associated services that Genoa Black Ltd & Genoa Black Ventures LLP agrees to provide to the Client.
- q. **Third Party Resources:** Third party resources that Genoa Black Ltd & Genoa Black Ventures LLP may use or employ in order to provide the Services.

1.2 The following rules apply:

- a. A person includes, the Client corporate or unincorporated body (whether or not having separate legal personality);
- b. A reference to a party includes its personal representatives, successors or permitted assigns;
- c. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e. A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 A Contract is entered into when the client instructs Genoa Black to carry out work, be that verbally, in writing, via email or by issuing a purchase order. If required by the Company the Client shall sign the Contract and return it to the Company. This constitutes an offer by the to purchase Services in accordance with these Conditions. In the absence of a signed contract between both parties, the Contract shall be deemed to be the marketing activity or other such service that the Company has delivered to the Client at the outset.
- 2.2 The Contract is only be deemed to be accepted when the Client appoints Genoa Black Ltd & Genoa Black Ventures LLP either verbally or in writing. (Email and verbal instructions shall be deemed to constitute a contract between the Client & the Company)
- 2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Genoa Black Ltd & Genoa Black Ventures LLP, which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company' catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force and IP of such shall be retained by the Company
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, in writing prior to the commencement of any activity.
- 2.6 Any quotation given by Genoa Black Ltd & Genoa Black Ventures LLP shall not constitute an offer, and, unless otherwise agreed, is subject to amendment at any time to meet any

rise or fall in the Company' costs or other external factors that may affect price.

3 SUPPLY OF SERVICES

- 3.1 Genoa Black Ltd & Genoa Black Ventures LLP shall supply the Services to the Client in accordance with the instruction between the Client & the Company.
- 3.2 The Services shall be supplied for the agreed project or term (Initial Term) set out in the instruction between the Client & the Company and, after that, the term shall automatically extend for one month (Extended Term) at the end of the Initial Term and at the end of each Extended Term unless either party gives written notice to the other party not later than 1 month before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term as the case may be.
- 3.3 Genoa Black Ltd & Genoa Black Ventures LLP shall be entitled to refuse to accept or use any materials or service as suggested by the Client in the provision of the Services:
- a. Which may be deemed offensive, illegal or in any way controversial;
 - b. For which the Client has not obtained an appropriate license, permission or consent pursuant to clause 4.1(f).

4 CLIENT'S OBLIGATIONS

- 4.1 The Client shall:
- a. Co-operate timeously with Genoa Black Ltd & Genoa Black Ventures LLP in all matters relating to the Services;
 - b. Provide in a timely manner such documents, information (in particular details of any previous or existing Marketing, Design, Digital, PR, Event and other associated campaign information), passwords codes and materials as Genoa Black Ltd & Genoa Black Ventures LLP may reasonably require in order to supply the Services (Input Material);
 - c. Provide Genoa Black Ltd & Genoa Black Ventures LLP with such administrator rights to any Third Party Resources as are necessary for Genoa Black Ltd & Genoa Black Ventures LLP to supply the Services;
 - d. Obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start and provide Genoa Black Ltd & Genoa Black Ventures LLP with evidence of such license, permission or consent when requested by the Company; and
 - e. Be responsible for the fees of any Third Party Resources and shall maintain such adequate funds in any third party accounts as are required to maintain inclusion in such resources and to allow Genoa Black Ltd & Genoa Black Ventures LLP to provide the Services without interruption.
- 4.2 If the Company's performance of any of its obligations under the Contract is prevented or

delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- a. Genoa Black Ltd & Genoa Black Ventures LLP shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company' performance of any of its obligations;
- b. Genoa Black Ltd & Genoa Black Ventures LLP shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company' failure or delay to perform any of its obligations as set out in this clause 4. For the avoidance of doubt, the Client shall continue to be liable for the Monthly or Project Fee during any period that Genoa Black Ltd & Genoa Black Ventures LLP suspends performance of the Services; and
- c. The Client shall reimburse Genoa Black Ltd & Genoa Black Ventures LLP on written demand for any costs or losses sustained or incurred by Genoa Black Ltd & Genoa Black Ventures LLP arising directly or indirectly from the Client Default.

5 AMENDMENTS

- 5.1 If the Client wishes to change the scope or execution of the Services following work commencement even if this falls outside or is in addition to an issued purchase order, the client shall submit details of the requested change to Genoa Black Ltd & Genoa Black Ventures LLP verbally or in writing, (email shall suffice) and shall be liable to pay the full day rates applicable at that time by the Company for the cost of any and all amendments. The client will be liable for the costs of all work carried out at the point where a change is requested.
- 5.2 If the Client requests a change to the scope or execution of the Services, the Client will be liable to pay the full day rates unless a specific fee has been agreed.
- 5.3 If the Client requests Genoa Black Ltd & Genoa Black Ventures LLP to proceed with the change, Genoa Black Ltd & Genoa Black Ventures LLP has no obligation to do so unless there is scope within Genoa Black to deliver such changes.
- 5.4 Genoa Black Ltd & Genoa Black Ventures LLP may, from time to time and without notice, change the Services in order to comply with any applicable, legal, regulatory, safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

6 FEES AND PAYMENT

- 6.1 For the agreed project, the client shall pay the fee as detailed to the Client by the Company. If the instruction is on an ongoing basis, the Client for the Initial Period and

thereafter the Extended Period, the Client shall pay Genoa Black Ltd & Genoa Black Ventures LLP a Monthly or Project Fee as agreed between both parties at the outset. Where fee dispute for non-payment arises a notional fee of no less than £1,750 per day shall be applied if legal action is commenced for non-payment.

- 6.2 Genoa Black Ltd & Genoa Black Ventures LLP shall be entitled to invoice the Client for all fees and costs incurred for all work commenced on a monthly basis, payment terms are 30 days from invoice date.
- 6.3 The Client shall pay invoices in full and in cleared funds within 30 days of receipt. Payment shall be made to the bank account nominated in writing by the Company. If invoices remain unpaid after 60 days due, then a late payment charge of £100 per day shall be due by the client to Genoa Black until the late invoice is paid in full.
- 6.4 If the Client fails to make any payment owed to Genoa Black Ltd & Genoa Black Ventures LLP under this agreement by the due date for payment (due date), then, without limiting any other remedies The Company' may have the Client pay interest on the overdue amount at the rate of 14% per annum above Bank Of Scotland base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Client disputes in good faith.
- 6.5 If the Client pays an invoice and does not raise a dispute regarding that invoice and the work or services contained, within six months of the payment date, then no dispute can be raised and the Consultant will be entitled to reject any & all claim by the Client and retain all sums paid in full.
- 6.6 If the Client fails to make any payment due to Genoa Black Ltd & Genoa Black Ventures LLP under this agreement by the due date, Genoa Black Ltd & Genoa Black Ventures LLP may, at its sole discretion, cease to provide the Marketing, Design, Digital, PR, Event and other associated services in accordance with this agreement until such times as all sums due to it (whether under this agreement or any other it has with the Client) are paid in full.
- 6.7 In the instance of non-payment or part payment, & where the total fee has not been paid, The Company will retain IP and artwork rights (and files) to all work provided.
- 6.8 If the Company is required to appoint a debt collection agency to recover any outstanding fees the Client will be liable for all interest, all debt recovery costs, all court costs incurred in pursuit of outstanding fees including but not limited to day rate costs as detailed in 6.1 for the Company to manage the debt recovery.

- 6.9 If The Client fails to respond, either timeously or when requested to respond or has a change of opinion/direction on a piece of work or project that prevents The Company from completing the work, The company can elect to charge The Client in full or in part for the work quoted.
- 6.10 The company will allow a reasonable amount of client changes to any design, graphic or illustrative piece or work, however as design is subjective the Company will charge for additional costs and work carried out as a result of unreasonable change requests. A reasonable amount of changes is three.
- 6.11 If the client has a Purchase Order system for work placed from the Company, this will not prevent the client from be liable for work briefed verbally or where no Purchase Order number has been given and where the Company has a record of whom within the client and when such work was requested/instructed.
- 6.12 If the client does not query an invoice submitted within 30 days of it being received by the client, then the Client is liable to pay the value of such invoice. Where an invoice submitted does not match the narrative and value of the corresponding Purchase Order, the Client must raise a query within 30 days of receipt of such invoice. Failure to raise a query within 30 days of receipt of such invoice will render the original Purchase Order narrative and value void and the client will be liable for the value as shown in the invoice.
- 6.13 Where The Client challenges an invoice out with 30 days of receipt of such invoice then The Client will be liable for all and any costs incurred by the Company in examining and if necessary defending a claim against the queried invoice.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Client provided all fees have been paid by the Client to the Company to date.

8 INDEMNITIES

- 8.1 The Client shall keep Genoa Black Ltd & Genoa Black Ventures LLP indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Genoa Black Ltd & Genoa Black Ventures LLP as a result of or in connection with any claim made against the Company:
- a. For actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Input Material

9 CONFIDENTIALITY

- 9.1 The Company shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Company by the other party (Client), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know for the purpose of discharging the Company's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

10 RESULTS

- 10.1 The Client acknowledges and accepts the following in connection with the Services:
- a. Genoa Black Ltd & Genoa Black Ventures LLP is not responsible for the policies or contractual terms of Third Party Resources.
 - b. The Company' previous performance in the provision of the Services or services similar to the Services is not indicative of any future results that Genoa Black Ltd & Genoa Black Ventures LLP may achieve on behalf of the Client.
 - c. Marketing, Design, Digital, PR, Event and other associated services may be subject to industry policies and procedures. Each change made to such policies and procedures may affect the Project or Campaign and the Client acknowledges that this is outside the control of the Company. Genoa Black Ltd & Genoa Black Ventures LLP will endeavor to rectify any negative effects on the Campaign arising from an edit or change as soon as reasonably practicable.
 - d. Genoa Black Ltd & Genoa Black Ventures LLP will use all reasonable endeavors to keep the Client informed of any changes to Third Party Resources, industry practice or any other changes that Genoa Black Ltd & Genoa Black Ventures LLP is made aware of which may impact the Campaign or Project and the provision of the Services. However, Genoa Black Ltd & Genoa Black Ventures LLP may not become aware of such changes.

11 LIMITATION OF LIABILITY

- 11.1 This clause 11 sets out the entire financial liability of Genoa Black Ltd & Genoa Black Ventures LLP (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:
- a. Any breach of the Agreement Contract and these Conditions however arising;
 - b. Any use made by the Client of the Services, [the Deliverables] or any part of them; and
 - c. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement Contract or these Conditions.

- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement Contract and these Conditions.
- 11.3 Nothing in the Instruction, and Agreement Contract or these Conditions limits or excludes the liability of the Company:
- a. For death or personal injury resulting from its negligence; or
 - b. Fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.2 and clause 11.3:
- a. Genoa Black Ltd & Genoa Black Ventures LLP shall not under any circumstances be liable for:
 - a. Loss of profits; or
 - b. Loss of business; or
 - c. Depletion of goodwill and/or similar losses; or
 - d. Loss of anticipated savings; or
 - e. Loss of goods; or
 - f. Loss of contract; or
 - g. Loss of use; or
 - h. Loss of corruption of data or information; or
 - i. Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - b. Genoa Black Ltd & Genoa Black Ventures LLP total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement Contract shall in all circumstances be limited to the price paid for a single month of the Services provided.

12 TERMINATION

- 12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the agreement without liability to the other immediately on giving one month notice to the other if:
- a. The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - b. The other party commits a material breach of any of the terms of the Contract and/or these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
 - c. The other party repeatedly breaches any of the terms of the Contract or these Conditions 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 or these Conditions; or

- d. The other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- e. The other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or
- f. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or
- g. An application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- h. A floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
- i. A person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
- j. A creditor of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- k. 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 12.1(d) to clause 12.1(j) (inclusive); or
- l. The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- m. There is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

12.2 On termination of the Contract for any reason:

- a. The Client shall immediately pay to Genoa Black Ltd & Genoa Black Ventures LLP all of Genoa Black Ltd & Genoa Black Ventures LLP outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Genoa Black Ltd & Genoa Black Ventures LLP may submit an invoice, which shall be payable immediately on receipt;
- b. The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and
- c. Clauses that expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7 (Intellectual property rights), clause 9 (Confidentiality), clause 11 (Limitation of liability), clause 15.3

(Notices), clause 15.9 (Governing law and jurisdiction).

12.3 Without limiting its other rights or remedies, Genoa Black Ltd & Genoa Black Ventures LLP shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and Genoa Black Ltd & Genoa Black Ventures LLP if the Client becomes subject to any of the events listed in clause 12.1(c) to clause 12.1(m), or Genoa Black Ltd & Genoa Black Ventures LLP reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

13. DATA PROTECTION

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Genoa Black Ltd & Genoa Black Ventures LLP in connection with the Services.

14. GENERAL

14.1 Force majeure:

- a. For the purposes of the Contract and these Conditions, Force Majeure Event means an event beyond the reasonable control of Genoa Black Ltd & Genoa Black Ventures LLP including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Genoa Black Ltd & Genoa Black Ventures LLP or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- b. Genoa Black Ltd & Genoa Black Ventures LLP shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Contract or these Conditions as a result of a Force Majeure Event.
- c. If the Force Majeure Event prevents Genoa Black Ltd & Genoa Black Ventures LLP from providing any of the Services for more than six weeks, Genoa Black Ltd & Genoa Black Ventures LLP shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Client.

14.2 Assignment and subcontracting:

- a. Genoa Black Ltd & Genoa Black Ventures LLP may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- b. The Client shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or

obligations under the Contract.

14.3 Notices:

- a. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- b. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00am the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- c. This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

14.4 Waiver:

- a. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.
- b. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.5 Severance:

- a. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 Status of Agreement: If any provision in these Conditions conflicts with any provision of the Contract, the Contract shall prevail as between the parties.

- 14.8 Third parties: A person who is not a party to the instruction, project and Contract shall not have any rights under or in connection with it.
- 14.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing by both parties (email communication is acceptable and binding)
- 14.9 Governing law and jurisdiction: This 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, Scottish Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.