Terms and Conditions of Service

White Label Agency Services Agreement | Effective 1 January 2025

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IMPORTANT: Please read these Terms and Conditions carefully before engaging the services of Nova Protocols Ltd. By submitting a project brief, accessing the Partner Portal, or executing a Statement of Work, the Agency confirms its acceptance of these Terms in full. If the Agency does not accept these Terms, it must not use the services.

These Terms and Conditions of Service (the "Terms") constitute a legally binding agreement between Nova Protocols Ltd., a company registered in England and Wales ("Nova Protocols", "we", "us", or "our") and the agency, studio, consultancy, or other business entity accessing or procuring our white label delivery services (the "Agency" or "you"). These Terms govern all aspects of the commercial relationship between the parties, including the provision of white label digital services, use of the Partner Portal, data handling, confidentiality, payment, and intellectual property ownership.

Nova Protocols operates exclusively as a business-to-business white label delivery partner. We do not provide services directly to end consumers. All services are fulfilled on behalf of the Agency and must be presented to end clients under the Agency's brand identity only.

SECTION 01

Definitions and Interpretation

In these Terms, the following definitions apply:

"Agency"
The business entity that has registered as a partner of Nova Protocols and procures white label services for onward delivery to its own clients.

"Deliverable"
Any work product, report, creative asset, campaign, website, code, optimisation output, or other item produced by Nova Protocols pursuant to a Statement of Work.

"End Client"
The customer or client of the Agency to whom the Deliverable is ultimately provided, who has no direct contractual relationship with Nova Protocols.

"Fees"
The amounts payable by the Agency to Nova Protocols as specified in the applicable Statement of Work or as otherwise agreed in writing.

"Intellectual Property Rights"
All patents, rights in inventions, copyright, database rights, design rights, trademarks, trade names, domain names, rights in confidential information, and all other intellectual property rights, whether registered or unregistered, and including all applications therefor.

"NDA"
The Non-Disclosure Agreement executed between the parties, the terms of which are incorporated into and supplement these Terms.

"Partner Portal"

The branded digital platform provided by Nova Protocols through which the Agency submits project briefs, tracks delivery status, downloads reports, and communicates with its assigned account manager.

"Services"
The white label digital services provided by Nova Protocols as described in these Terms and specified in a Statement of Work, including but not limited to web development, search engine optimisation, paid advertising management, social media management, and Shopify development.

"Statement of Work"
A written or electronic document agreed between the parties specifying the scope, deliverables, timeline, and Fees for a particular engagement or project.

"White Label"
The practice of Nova Protocols delivering services and outputs that are presented to End Clients under the Agency's brand name, with no reference to Nova Protocols.

References to "including" or "includes" are to be read as "including without limitation". Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa.

SECTION 02

Scope of Services

2.1 Service Lines

Nova Protocols provides the following white label service lines to registered Agency partners, subject to a valid Statement of Work:

- Web Development: custom website builds, WordPress development, Webflow development, and landing page production.
- Shopify Development: store builds, custom theme development, conversion rate optimisation, speed optimisation, and app integration.
- Search Engine Optimisation: technical SEO audits, on-page optimisation, link building, local SEO, and ecommerce SEO.
- Paid Advertising: Meta Ads management, Google Ads management, YouTube advertising, display campaigns, and full-funnel strategy.
- Social Media Marketing: content creation, scheduling, community management, and branded performance reporting.

2.2 Bespoke Engagements

Nova Protocols may agree to provide services outside the standard service lines described in Clause 2.1 at its sole discretion. Such bespoke engagements will be governed by a specific Statement of Work and any additional terms agreed in writing.

2.3 Service Limitations

Nova Protocols does not guarantee specific rankings, results, or outcomes unless expressly stated in a Statement of Work. Digital marketing services are inherently subject to third-party platform changes, algorithm updates, and market conditions beyond our control. Performance projections are estimates only and do not constitute warranties.

2.4 Subcontracting

Nova Protocols may engage suitably qualified subcontractors to assist in the delivery of Services. Nova Protocols remains responsible for the quality and compliance of all Deliverables, regardless of whether any portion of the work is subcontracted. Subcontractors are bound by confidentiality obligations no less stringent than those in these Terms.

SECTION 03

White Label Obligations

3.1 Branding Commitment

Nova Protocols unconditionally commits to delivering all Deliverables, reports, communications, and portal interfaces under the Agency's brand identity. No reference to "Nova Protocols", our trading name, domain, or any associated marks shall appear in any materials accessible to, or intended for, End Clients.

3.2 NDA Execution

Prior to commencement of any engagement, both parties shall execute Nova Protocols' standard Non-Disclosure Agreement. The NDA governs the treatment of confidential information and supplements these Terms. In the event of any conflict between the NDA and these Terms in relation to confidentiality matters, the NDA shall prevail.

3.3 Agency Responsibilities

The Agency is solely responsible for:

- All representations made to End Clients regarding the Services, scope, and expected outcomes.
- Obtaining all necessary consents and permissions from End Clients required for Nova Protocols to perform the Services.
- Providing accurate, complete, and timely briefs, assets, and access credentials required for delivery.
- All invoicing, commercial terms, and contractual relationships with End Clients.
- Ensuring that the use of our Deliverables complies with applicable laws in the End Client's jurisdiction.

3.4 Non-Solicitation

During the term of this agreement and for a period of twelve (12) months following its termination, the Agency shall not directly solicit, recruit, or engage any employee, contractor, or subcontractor of Nova Protocols who has been materially involved in the delivery of Services to the Agency.

> *The White Label commitment is absolute. Nova Protocols will not communicate with, invoice, or otherwise contact an Agency's End Clients under any circumstances without the Agency's prior written consent. This commitment is enforced by system architecture and contractual obligation.*

SECTION 04

Client Onboarding and Portal Access

4.1 Onboarding Process

Upon acceptance as a partner, Nova Protocols will complete the following onboarding activities within forty-eight (48) business hours:

- Configuration of the Agency's branded Partner Portal with its submitted brand assets.
- Setup of white label reporting templates in the Agency's brand style.
- Assignment of a dedicated account manager.
- Delivery of portal access credentials to the Agency's nominated administrator.

4.2 Portal Access and Security

The Agency is responsible for maintaining the confidentiality of its Partner Portal login credentials. The Agency must promptly notify Nova Protocols of any suspected unauthorised access. Nova Protocols accepts no liability for losses resulting from the Agency's failure to maintain credential security.

4.3 Brief Submission

All project briefs must be submitted through the Partner Portal using the designated intake form. Nova Protocols will acknowledge receipt within four (4) business hours and confirm scope, timeline, and Fees within one (1) business day. Verbal or informal instructions shall not create binding obligations on Nova Protocols.

4.4 Brand Asset Obligations

The Agency warrants that all brand assets, logos, trademarks, and creative materials submitted to Nova Protocols for use in Deliverables are owned by or properly licensed to the Agency, and that their use by Nova Protocols in the creation of Deliverables does not infringe any third-party rights.

SECTION 05

Fees, Payment Terms and Invoicing

5.1 Fees

The Fees payable by the Agency are as specified in the applicable Statement of Work. Nova Protocols reserves the right to revise its standard rates with thirty (30) days' written notice. Fee revisions do not affect active Statements of Work that have already been executed.

5.2 Payment Terms

Unless otherwise stated in a Statement of Work:

- Invoices are issued on the first business day of each calendar month for retainer services.
- Project-based invoices are issued upon delivery of the final Deliverable.
- Payment is due within fourteen (14) calendar days of the invoice date.
- All amounts are stated exclusive of VAT or applicable taxes, which are payable in addition at the prevailing rate.

5.3 Late Payment

Where payment is not received by the due date, Nova Protocols reserves the right to: (a) suspend delivery of Services without liability; (b) charge statutory interest on overdue amounts at eight percent (8%) per annum above the Bank of England base rate, accruing daily from the due date until payment in full; and (c) recover reasonable debt recovery costs.

5.4 Disputed Invoices

The Agency must notify Nova Protocols in writing of any good-faith invoice dispute within seven (7) calendar days of the invoice date, specifying the amount in dispute and the grounds. Undisputed amounts remain payable in full by the original due date. Failure to raise a dispute within this period constitutes acceptance of the invoice.

5.5 Taxes

Each party is solely responsible for its own tax obligations arising from this agreement. The Agency shall not make any deduction from Fees in respect of withholding taxes unless required by applicable law, in which case the Agency shall gross up the payment such that Nova Protocols receives the full contracted Fee.

SECTION 06

Intellectual Property

6.1 Ownership of Deliverables

Subject to receipt of full payment of all Fees associated with the relevant Statement of Work, Nova Protocols assigns to the Agency all Intellectual Property Rights in the Deliverables created specifically for the Agency pursuant to that Statement of Work. This assignment takes effect upon receipt of cleared funds and is irrevocable.

6.2 Pre-Existing Materials

Nova Protocols retains ownership of all Intellectual Property Rights in its pre-existing tools, methodologies, templates, frameworks, processes, code libraries, and proprietary systems ("Background IP") used in or incorporated into Deliverables. Nova Protocols grants the Agency a perpetual, non-exclusive, royalty-free licence to use Background IP solely to the extent embedded in and necessary to use the Deliverables.

6.3 Agency Content

The Agency retains all Intellectual Property Rights in materials, content, data, and assets it provides to Nova Protocols. The Agency grants Nova Protocols a limited, non-exclusive, non-transferable licence to use such materials solely for the purpose of providing the Services.

6.4 No Ownership Prior to Payment

Until full payment is received, all Deliverables remain the property of Nova Protocols. The Agency shall not use, distribute, publish, or incorporate unpaid Deliverables into any client materials prior to settlement of all outstanding amounts.

SECTION 07

Confidentiality and Non-Disclosure

7.1 Confidential Information

Each party (the "Receiving Party") agrees to hold in strict confidence all Confidential Information disclosed by the other party (the "Disclosing Party") and to use it solely for the purposes of performing its obligations under these Terms. For the purposes of this Clause, "Confidential Information" means all non-public information disclosed in any form that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure.

7.2 Agency-Specific Protections

Nova Protocols specifically commits to:

- Never disclosing the identity, name, or details of any Agency partner to any other party, including other Nova Protocols clients.
- Ensuring complete data segregation between all partner accounts by system architecture.
- Never using knowledge of an Agency's client base, brief content, or commercial strategy to benefit any competing agency.
- Ensuring all employees and contractors with access to Agency data have executed confidentiality obligations at least as stringent as these Terms.

7.3 Exceptions

Obligations in this Section do not apply to information that: (a) is or becomes publicly available other than through a breach of these Terms; (b) was already known to the Receiving Party before disclosure; (c) is independently developed without reference to the Confidential Information; or (d) is required to be disclosed by law or regulatory authority, provided the Receiving Party gives reasonable prior written notice where permitted.

7.4 Duration

Confidentiality obligations survive termination of this agreement for a period of five (5) years in respect of general Confidential Information, and indefinitely in respect of trade secrets and client identity information.

SECTION 08

Data Protection and Privacy

8.1 Applicable Law

Both parties shall comply with all applicable data protection legislation, including but not limited to the UK General Data Protection Regulation, the Data Protection Act 2018, and any successor legislation ("Data Protection Law").

8.2 Data Processing Roles

In the delivery of Services, Nova Protocols processes personal data on behalf of the Agency. In this context, the Agency acts as the data controller and Nova Protocols acts as the data processor. Nova Protocols processes personal

data only on documented instructions from the Agency and in accordance with the Data Processing Addendum ("DPA"), which forms part of these Terms.

8.3 Security Measures

Nova Protocols implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or destruction. These measures are proportionate to the risk and are reviewed periodically.

8.4 Data Breach Notification

Nova Protocols will notify the Agency without undue delay, and in any event within seventy-two (72) hours of becoming aware of a personal data breach involving Agency data. Notification will include all information required by applicable Data Protection Law to the extent available.

SECTION 09

Service Levels and Performance Standards

9.1 Acknowledgement SLA

Nova Protocols will acknowledge all project briefs submitted through the Partner Portal within four (4) business hours. Failure to acknowledge does not affect the Agency's obligation to provide complete and accurate brief information.

9.2 Delivery Timelines

Delivery timelines are agreed in writing in each Statement of Work. Nova Protocols targets an on-time delivery rate of ninety-seven percent (97%) across all projects. Where a deadline cannot be met due to circumstances within our control, we will notify the Agency proactively and provide a revised timeline before the original deadline passes.

9.3 Revision Rounds

Each project includes revision rounds as specified in the Statement of Work. Revisions must be submitted as a single consolidated set of feedback per round. Revisions arising from a change in brief after delivery commencement fall outside the agreed scope and may attract additional Fees as agreed in writing.

9.4 Reporting

Monthly performance reports will be delivered to the Agency between the first and fifth business day of each calendar month. All reports are formatted in the Agency's brand and are suitable for direct client delivery without modification.

9.5 Force Majeure

Nova Protocols shall not be liable for any delay or failure in performance resulting from circumstances beyond its reasonable control, including acts of God, government actions, pandemic, cyber attacks on third-party infrastructure, or third-party platform outages. Nova Protocols will notify the Agency promptly of any such event and use reasonable efforts to mitigate its effects.

SECTION 10

Warranties and Representations

10.1 Nova Protocols Warranties

Nova Protocols warrants that:

- It has the full right, power, and authority to enter into and perform these Terms.
- Services will be performed with reasonable skill and care by appropriately qualified personnel.
- Deliverables will, at the time of delivery, substantially conform to the specification in the relevant Statement of Work.
- It will not knowingly infringe third-party Intellectual Property Rights in creating the Deliverables.

10.2 Agency Warranties

The Agency warrants that:

- It has the full right, power, and authority to enter into and perform these Terms.
- All information, assets, and access provided to Nova Protocols is accurate, complete, and legally obtained.
- Its use of the Deliverables does not and will not infringe applicable laws or the rights of any third party.
- It holds all necessary licences, consents, and permissions required to operate its business and to engage Nova Protocols.

10.3 Disclaimer

Except as expressly stated in these Terms, all warranties, representations, and conditions, whether express or implied by statute, common law, or otherwise, are excluded to the fullest extent permitted by law.

SECTION 11

Limitation of Liability

11.1 Exclusion of Consequential Loss

Neither party shall be liable to the other for any loss of profit, loss of revenue, loss of business, loss of opportunity, loss of anticipated savings, loss of goodwill, damage to reputation, or any indirect or consequential loss, however caused and whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

11.2 Cap on Liability

The total aggregate liability of Nova Protocols to the Agency in respect of all claims arising under or in connection with these Terms, whether arising in contract, tort, breach of statutory duty, or otherwise, shall not exceed the total Fees paid by the Agency to Nova Protocols in the three (3) calendar months immediately preceding the event giving rise to the claim.

11.3 Exceptions to Limitation

Nothing in these Terms limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot lawfully be excluded or limited under applicable law.

The Agency acknowledges that the limitations of liability in this Section reflect a reasonable and fair allocation of commercial risk between the parties, taking into account the Fees charged and the nature of the Services provided.

SECTION 12

Indemnification

12.1 Agency Indemnity

The Agency shall indemnify, defend, and hold harmless Nova Protocols and its officers, directors, employees, and contractors from and against any claims, damages, losses, costs (including reasonable legal costs), and expenses arising from or in connection with:

- The Agency's breach of these Terms or applicable law.
- Any claim by an End Client in respect of services, representations, or commitments made by the Agency.
- The Agency's use of Deliverables in a manner not authorised under these Terms.
- Any materials or instructions provided by the Agency that infringe third-party rights.

12.2 Nova Protocols Indemnity

Nova Protocols shall indemnify the Agency against any third-party claim that a Deliverable, as delivered by Nova Protocols, infringes a third party's Intellectual Property Rights, provided that Nova Protocols is promptly notified and given sole control of the defence.

SECTION 13

Term and Termination

13.1 Commencement

These Terms come into force upon the Agency's acceptance of its partner application or execution of its first Statement of Work, whichever is earlier, and continue until terminated in accordance with this Section.

13.2 Termination by Either Party

Either party may terminate the ongoing partnership relationship (as distinct from any active Statement of Work) by giving thirty (30) calendar days' written notice to the other. Active Statements of Work in progress at the time notice is given shall be completed on their agreed terms unless the parties agree otherwise in writing.

13.3 Termination for Cause

Either party may terminate these Terms and any active Statements of Work with immediate effect by written notice if the other party:

- Commits a material breach of these Terms and fails to remedy it within fourteen (14) calendar days of written notice specifying the breach.
- Becomes insolvent, enters administration, receivership, or liquidation, or makes an arrangement with creditors generally.

- Engages in fraudulent or deliberately misleading conduct in connection with this agreement.

13.4 Consequences of Termination

Upon termination for any reason: (a) all outstanding Fees become immediately due and payable; (b) each party shall return or destroy the other's Confidential Information on request; (c) the Agency shall immediately cease using the Partner Portal; and (d) any licences granted under these Terms terminate except for the licence to use Background IP embedded in paid Deliverables, which survives.

SECTION 14

Dispute Resolution

14.1 Good Faith Negotiation

In the event of any dispute arising from or in connection with these Terms, the parties shall first attempt to resolve the matter through good faith negotiation between senior representatives of each party for a period of not less than twenty-one (21) calendar days from written notice of the dispute.

14.2 Mediation

If the dispute is not resolved through negotiation, either party may refer it to mediation administered by the Centre for Effective Dispute Resolution ("CEDR") in accordance with its model mediation procedure. The costs of mediation shall be shared equally between the parties unless the mediator directs otherwise.

14.3 Proceedings

If mediation fails or either party refuses to participate, either party may commence legal proceedings in accordance with Clause 15. Nothing in this Clause prevents either party from seeking urgent injunctive or other interim relief from a court of competent jurisdiction.

SECTION 15

Governing Law and Jurisdiction

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SECTION 16

General Provisions

16.1 Entire Agreement

These Terms, together with any executed NDA, Data Processing Addendum, and Statements of Work, constitute the entire agreement between the parties in relation to their subject matter and supersede all prior agreements,

representations, and understandings.

16.2 Amendments

Nova Protocols may amend these Terms at any time by providing thirty (30) calendar days' written notice to the Agency. Continued use of the Services after the notice period constitutes acceptance of the amended Terms. Material amendments to active Statements of Work require the written consent of both parties.

16.3 Assignment

Neither party may assign, transfer, or novate any of its rights or obligations under these Terms without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Nova Protocols may assign these Terms to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its assets.

16.4 Waiver

A failure or delay by either party to exercise any right or remedy under these Terms shall not constitute a waiver of that right or remedy. A waiver of any breach shall not be deemed a waiver of any subsequent breach.

16.5 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

16.6 Notices

All notices under these Terms must be in writing and delivered by: (a) email to the address on record for the receiving party, with read receipt requested; or (b) recorded postal delivery to the registered address of the receiving party. Notices are deemed received on the day of confirmed email delivery or two (2) business days after posting.

16.7 No Partnership or Agency

Nothing in these Terms shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party may bind the other or incur obligations on behalf of the other without prior written authorisation.

16.8 Third Party Rights

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

16.9 Counterparts

Any Statement of Work or amendment to these Terms may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Electronic signatures are accepted as valid.

For and on behalf of Nova Protocols Ltd.	For and on behalf of the Agency

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Nova Protocols Ltd.

Email: team@novaprotocols.com
Website: novaprotocols.com
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