

# **General Terms and Conditions for Services of SOTAB B.V. trading as Nerolead**

These General Terms and Conditions for Services apply to all offers, proposals, quotations, assignments, agreements, and services provided by SOTAB B.V. trading as Nerolead.

These General Terms and Conditions apply exclusively to clients acting in the course of a profession or business. They do not apply to consumers.

If SOTAB makes these General Terms and Conditions available in more than one language, the English version shall prevail in the event of any conflict, inconsistency, or difference of interpretation between language versions, unless expressly agreed otherwise in writing.

# Article 1. Definitions

In these General Terms and Conditions, the following capitalized terms shall have the meanings set out below:

**1.1 SOTAB:** SOTAB B.V., a private limited liability company (besloten vennootschap) incorporated under the laws of the Netherlands, with its registered office at Goudse Rijkweg 17, 3061 DA Rotterdam, registered with the Dutch Chamber of Commerce under number 95623612, trading under the name Nerolead for the purposes of these General Terms and Conditions.

**1.2 Client:** Any natural person acting in the course of a profession or business, or any legal entity, with whom SOTAB enters into or intends to enter into an Agreement.

**1.3 Parties:** SOTAB and the Client jointly, and each of them individually a “Party”.

**1.4 Agreement:** Any agreement between SOTAB and the Client, including any proposal, quotation, order confirmation, statement of work, project agreement, subscription arrangement, addendum, or other arrangement under which SOTAB provides Services to the Client.

**1.5 Services:** All services provided by or on behalf of SOTAB under the Nerolead trade name, including but not limited to growth strategy, marketing strategy, outreach services, lead generation, SEO services, content creation, campaign services, account setup, conversion-oriented services, automation work, data-assisted services, AI-assisted services, advisory services, recurring growth services, and any related or future comparable services.

**1.6 Deliverables:** Any work product, output, result, report, document, design, implementation, campaign, setup, configuration, training material, software component, prototype, dashboard, model output, analysis, or other item expressly agreed to be delivered by SOTAB under the Agreement.

**1.7 Proposal:** Any quotation, offer, commercial proposal, pitch, estimate, scope document, budget indication, or similar pre-contractual document issued by SOTAB.

**1.8 Order Documentation:** Any signed order form, project agreement, statement of work, accepted proposal, purchase confirmation, or other written record setting out the specific commercial or operational terms of the relevant assignment.

**1.9 Additional Work:** Any work, activity, revision, correction, extension, feature, service, deliverable, or support request that falls outside the scope expressly agreed in the Agreement, or that arises due to changed requirements, additional requests, delayed input, repeated feedback, or any circumstance not originally included in the agreed scope.

**1.10 Subscription Services:** Any recurring or ongoing Services provided by SOTAB on a periodic basis, including retainers, maintenance arrangements, access-based services, managed services, support arrangements, or recurring service packages.

**1.11 Third-Party Services:** Any products, services, platforms, software, tools, APIs, hosting environments, accounts, systems, networks, communication channels, licenses, or infrastructure provided by third parties and used in connection with the Services.

**1.12 Intellectual Property Rights:** All present and future intellectual property rights and related rights anywhere in the world, including copyrights, database rights, trademark rights, trade name rights, design rights, patent rights, know-how rights, neighboring rights, and rights in confidential information, whether registered or unregistered.

**1.13 Confidential Information:** Any information disclosed by one Party to the other Party that is confidential in nature or that should reasonably be understood to be confidential, including business, commercial, technical, operational, strategic, financial, personal data-related, or project-related information.

**1.14 Personal Data:** Any information relating to an identified or identifiable natural person, as understood under applicable data protection law.

**1.15 Defect:** A material and demonstrable failure of a Deliverable to conform to the specifications expressly agreed in writing in the Agreement, excluding subjective preferences, changed wishes, new requirements, Third-Party issues, user errors, or any matter outside the agreed scope.

**1.16 Acceptance:** The moment at which a Deliverable is deemed accepted by the Client in accordance with these General Terms and Conditions or the Agreement.

**1.17 Force Majeure:** Any circumstance as referred to in Article 28 that is beyond the reasonable control of the affected Party and that prevents or materially hinders the performance of the Agreement.

**1.18 Business Day:** Any day other than a Saturday, Sunday, or public holiday in the Netherlands.

**1.19 In Writing / Written:** By signed document, by email, or by another reproducible electronic communication method that allows the content of the communication to be stored and reproduced, except where these General Terms and Conditions expressly require formal notice by email or signed written communication.

## **Article 2. Identity of SOTAB**

**2.1** The contracting party under these General Terms and Conditions is SOTAB B.V.

**2.2** SOTAB B.V. uses the trade name Nerolead. Any reference to Nerolead in a Proposal, communication, invoice, website, presentation, or other commercial material shall be deemed to

be a reference to SOTAB B.V. as the legal contracting party, unless expressly agreed otherwise in writing.

**2.3** SOTAB's registered office is located at Goudse Rijweg 17, 3061 DA Rotterdam, the Netherlands.

**2.4** SOTAB is registered with the Dutch Chamber of Commerce under number 95623612.

**2.5** SOTAB's VAT number is NL867210096B01.

**2.6** For formal legal notices under these General Terms and Conditions, the Client shall use the following email address unless SOTAB designates another address in writing: [contact@sotab.nl](mailto:contact@sotab.nl).

## **Article 3. Applicability**

**3.1** These General Terms and Conditions apply to and form an integral part of all Proposals, negotiations, Agreements, assignments, Order Documentation, Deliverables, and Services provided by or on behalf of SOTAB.

**3.2** These General Terms and Conditions apply exclusively where the Client acts in the course of a profession or business. They do not apply to consumers.

**3.3** The applicability of any purchase terms, procurement terms, general terms, standard conditions, onboarding terms, portal terms, or other conditions used or referred to by the Client is expressly rejected, unless SOTAB has explicitly accepted such terms in writing.

**3.4** Any reference by the Client to its own terms in a purchase order, procurement system, supplier onboarding flow, vendor portal, invoice approval process, email, communication, or other document shall not result in the applicability of such terms and shall be deemed expressly rejected by SOTAB in advance.

**3.5** The commencement of work by SOTAB, the acceptance of a purchase order, the use of a vendor portal, the sending of invoices, participation in onboarding procedures, or any other practical step in connection with the Agreement shall not constitute acceptance of any terms or conditions of the Client.

**3.6** Deviations from or additions to these General Terms and Conditions shall only be valid if expressly agreed in writing.

**3.7** The Client acknowledges that these General Terms and Conditions were made available to it before the conclusion of the Agreement in such a manner that they could reasonably be taken note of and stored for future reference.

**3.8** If any provision of these General Terms and Conditions conflicts with a provision contained in specific Order Documentation or a separately signed addendum, the order of precedence set out in Article 4 shall apply.

**3.9** If any provision of these General Terms and Conditions is or becomes invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall in such case replace the invalid or unenforceable provision with a valid provision that reflects the original intent as closely as possible.

## **Article 4. Order of Precedence**

**4.1** In the event of any inconsistency between documents forming part of the Agreement, the following order of precedence shall apply, with the higher-ranking document prevailing over the lower-ranking document:

- a. a signed Order Documentation specifically agreed for the relevant assignment, including any signed statement of work, project agreement, order form, or similar assignment document;
- b. any separately signed addendum applicable to the relevant assignment;
- c. these General Terms and Conditions;
- d. the accepted Proposal;
- e. supporting correspondence, only to the extent that such correspondence does not conflict with any of the documents listed above.

**4.2** No general email exchange, messaging exchange, informal conversation, practical project communication, supplier onboarding step, purchase order, procurement portal entry, vendor registration process, or comparable administrative or operational act shall amend the Agreement unless such amendment clearly and expressly reflects the Parties' intention to modify the Agreement and is accepted by SOTAB in writing.

**4.3** Any terms or conditions of the Client contained in a purchase order, vendor portal, onboarding environment, procurement platform, or comparable system shall not override the order of precedence set out in this Article unless SOTAB has expressly accepted such override in writing.

## **Article 5. Proposals and Formation of the Agreement**

**5.1** Unless expressly stated otherwise by SOTAB in writing, all Proposals issued by SOTAB are non-binding and subject to confirmation.

**5.2** Unless a different validity period is expressly stated in the relevant Proposal, each Proposal issued by SOTAB shall remain valid for fourteen (14) calendar days from its date of issue.

**5.3** SOTAB shall not be bound by obvious clerical errors, pricing errors, calculation mistakes, accidental omissions, or manifest mistakes in any Proposal, communication, or Order Documentation, and shall be entitled to correct such errors.

**5.4** An Agreement is formed when:

- a. the Client signs the relevant Proposal, Order Documentation, or other written confirmation;
- b. the Client confirms acceptance by email;
- c. the Client confirms acceptance by another reproducible electronic communication method showing clear approval of the commercial terms or assignment, including messaging-based approval;
- d. the Client pays an invoice or deposit relating to the relevant assignment; or
- e. SOTAB commences performance of the Services at the Client's request or with the Client's consent.

**5.5** Where SOTAB begins performing Services before a formal signature has been placed, such commencement of performance shall not prejudice the existence or validity of the Agreement and may constitute acceptance of the Agreement and these General Terms and Conditions where the Client requested, approved, or accepted such commencement.

**5.6** Statements, representations, promises, or commitments made verbally by or on behalf of SOTAB shall only bind SOTAB if and to the extent expressly confirmed by SOTAB in writing.

**5.7** The Client acknowledges that SOTAB enters into the Agreement in reliance on the information, assumptions, scope indications, and instructions provided by the Client before and during the formation of the Agreement.

**5.8** The Client may not rely on assumptions, drafts, pitches, exploratory discussions, informal communications, demonstrations, examples, estimates, or pre-contractual statements beyond what is expressly incorporated into the Agreement.

## **Article 6. Nature of the Services**

**6.1** Unless expressly agreed otherwise in writing, all Services provided by SOTAB shall be performed on the basis of a best-efforts obligation (*inspanningsverbintenis*) and not on the basis of a result obligation (*resultaatsverbintenis*).

**6.2** SOTAB shall perform the Services with reasonable care, professional skill, and in accordance with the standards of a reasonably competent and reasonably acting service provider operating in the relevant field.

**6.3** Unless expressly agreed otherwise in writing, SOTAB does not guarantee:

- a. the achievement of any specific commercial, financial, strategic, legal, operational, technical, marketing, or other result;
- b. the uninterrupted availability, error-free functioning, or continuous performance of any Deliverable, Service, platform, tool, campaign, automation, setup, or implementation;
- c. the achievement of any specific ranking, visibility, traffic, response rate, lead volume, conversion rate, engagement level, revenue outcome, efficiency gain, adoption level, cost saving, or return on investment;
- d. that any Deliverable or Service will be suitable for a particular purpose not expressly agreed in writing; or
- e. that the Client's intended objectives, assumptions, or expectations will be achieved.

**6.4** The Client acknowledges that the outcome, usefulness, and effectiveness of the Services may depend on factors outside SOTAB's reasonable control, including the quality and timeliness of Client input, internal decision-making by the Client, Third-Party Services, market conditions, user behavior, legal developments, platform rules, technical dependencies, and implementation choices made by the Client or third parties.

**6.5** Any advice, recommendation, strategy, proposal, concept, analysis, model output, automation, forecast, estimate, implementation suggestion, or AI-assisted output provided by SOTAB shall be understood as part of the agreed Services and professional judgment, but shall not be construed as a guarantee of any particular result unless expressly agreed otherwise in writing.

**6.6** Where the Services include consulting, strategic advice, implementation guidance, marketing services, software-related work, AI-assisted work, training, workshops, or any comparable service, the Client remains responsible for its own business decisions, internal approvals, legal assessments, operational use, and final implementation choices, unless expressly agreed otherwise in writing.

**6.7** The Client acknowledges that SOTAB may, in the course of providing the Services, use internal methods, frameworks, processes, templates, automation systems, software tools, and AI-assisted tools, provided that such use remains consistent with the Agreement and applicable law.

## **Article 7. Scope of the Services and Deliverables**

**7.1** The scope of the Services and the Deliverables to be provided by SOTAB shall be determined exclusively by the Agreement, including the relevant Proposal, Order Documentation, and any written amendments expressly agreed between the Parties.

**7.2** Only those Services and Deliverables expressly described in the Agreement shall be deemed included in the agreed scope.

**7.3** Any work, task, deliverable, functionality, support, revision, correction, integration, migration, training, content, implementation step, advisory activity, project management activity, or other service not expressly included in the Agreement shall be deemed excluded from the agreed scope.

**7.4** Unless expressly included in writing, the following shall in any event not be deemed included merely because they are related to or useful for the assignment:

- a. additional revisions or feedback rounds beyond those reasonably implied or expressly agreed;
- b. expanded functionality, new features, or further development;
- c. integration with additional systems, tools, APIs, platforms, or environments;
- d. migration, data cleanup, data entry, data recovery, or data correction;
- e. legal review, compliance review, technical audit, or security audit;
- f. post-delivery support, maintenance, hosting, monitoring, or training;
- g. work arising from changed assumptions, new internal preferences, or altered project direction on the Client side; and
- h. any activity necessary due to inaccurate, incomplete, or delayed Client input.

**7.5** Draft materials, examples, prototypes, mock-ups, concepts, exploratory suggestions, estimates, roadmaps, presentation materials, pitches, test outputs, or demonstrations provided by SOTAB prior to or during the Services shall be considered indicative only and shall not qualify as binding Deliverables unless expressly identified as such in the Agreement.

**7.6** If the Client reasonably requests clarification regarding whether a particular item falls within the agreed scope, SOTAB shall determine this on the basis of the Agreement and the commercial and operational context of the assignment, acting reasonably and in good faith.

## **Article 8. Client Cooperation and Responsibilities**

**8.1** The Client shall provide all cooperation reasonably required for the proper and timely performance of the Services.

**8.2** The Client shall ensure that all information, instructions, materials, approvals, decisions, access credentials, technical access, contact persons, feedback, and other input required for the Services are provided:

- a. in a timely manner;
- b. in complete and accurate form; and
- c. in a format reasonably usable by SOTAB.

**8.3** The Client warrants that the information and materials provided to SOTAB by or on behalf of the Client are accurate, complete, lawful, and do not infringe any rights of third parties.

**8.4** The Client shall remain responsible for:

- a. the accuracy and completeness of information and materials it provides;
- b. the legality of the use of its own content, databases, customer data, campaign materials, mailing practices, claims, instructions, and business practices;
- c. obtaining all internal approvals, permissions, and organizational alignment required on its side;
- d. the timely involvement of internal stakeholders or decision-makers; and
- e. decisions made on the basis of Deliverables, advice, outputs, recommendations, strategies, analyses, campaigns, automations, or implementations supplied by SOTAB.

**8.5** If the Client fails to provide the cooperation, input, approvals, or access reasonably required for performance of the Services, SOTAB shall be entitled to:

- a. suspend the relevant work until the required cooperation is provided;
- b. adjust planning, milestones, and delivery dates accordingly;
- c. charge any resulting delay, disruption, or inefficiency as Additional Work where reasonable; and
- d. rely on the information and assumptions then available without liability for consequences arising from incomplete or delayed Client cooperation.

**8.6** If SOTAB performs Services on the basis of information, assumptions, or instructions supplied by the Client, SOTAB may rely on the correctness and completeness thereof and shall not be obliged to independently verify such information unless expressly agreed otherwise in writing.

**8.7** Where the Services involve platforms, tools, accounts, domains, advertising environments, software environments, APIs, user access, data environments, hosting environments, or communication channels that are controlled by the Client or its third parties, the Client shall ensure that SOTAB receives all necessary access rights, permissions, credentials, and operational cooperation in time.

**8.8** Delay, inefficiency, rework, or additional complexity resulting from the Client's failure to comply with this Article shall be at the Client's risk.

## **Article 9. Timelines, Planning, and Delivery Dates**

**9.1** Any timeline, planning, milestone, target date, launch date, implementation date, or delivery estimate communicated by SOTAB shall be indicative only, unless expressly agreed in writing that a specific date constitutes a strict and binding deadline.

**9.2** Even where a delivery date or milestone is discussed or included in the Agreement, such date shall be based on the assumptions, dependencies, and cooperation expectations known at the time of contracting.

**9.3** SOTAB shall not be in default solely because an indicative timeline, planning estimate, or non-binding target date is not met.

**9.4** If the Client:

- a. fails to provide timely input, approvals, or access;
- b. requests changes to the scope;
- c. delays decisions or internal review;
- d. provides incomplete, inaccurate, or unusable materials; or
- e. otherwise causes delay, disruption, or dependency issues, any agreed or expected delivery date, planning, or milestone shall be extended accordingly by the period reasonably required to absorb the effects of such circumstance.

**9.5** SOTAB shall be entitled to perform and deliver the Services in stages, phases, modules, or partial deliveries.

**9.6** A partial delivery may be invoiced separately if such partial delivery has independent value or if separate invoicing follows from the agreed commercial structure.

**9.7** If the Parties have expressly agreed a strict and binding deadline in writing, SOTAB shall only be in default after:

- a. the Client has given SOTAB written notice of default;
- b. such notice grants SOTAB a reasonable additional period to perform; and
- c. SOTAB still fails to perform within that additional period, except where mandatory law provides otherwise.

**9.8** The Client acknowledges that project planning and delivery dates may be affected by Third-Party Services, technical dependencies, supplier lead times, external approvals, platform changes, and other circumstances beyond SOTAB's reasonable control.

## **Article 10. Additional Work, Changes, and Scope Adjustments**

**10.1** Any request, instruction, feedback, correction, addition, modification, expansion, new requirement, new feature, new deliverable, new phase, or deviation from the agreed scope shall qualify as Additional Work if it exceeds the Services and Deliverables expressly included in the Agreement.

**10.2** Additional Work may arise, among other things, from:

- a. changed or expanded requirements on the part of the Client;
- b. additional revision rounds beyond the agreed or reasonably included level;
- c. changed preferences, changed direction, or late-stage redesigns;
- d. the need to correct or work around inaccurate, incomplete, or delayed Client input;

- e. work caused by additional stakeholder involvement or additional approval rounds;
- f. unforeseen complexity in the Client's existing environment or systems, insofar as not expressly assumed by SOTAB; or
- g. any request for work not expressly included in the Agreement.

**10.3** As a general rule, SOTAB shall be entitled to require prior written approval from the Client before commencing Additional Work.

**10.4** If the Client requests or requires Additional Work, SOTAB may provide a supplementary proposal, estimate, or confirmation indicating the expected effect on fees, timing, planning, scope, or resources.

**10.5** The Client acknowledges and agrees that Additional Work may affect previously communicated planning, milestones, dependencies, and delivery dates.

**10.6** If, in the reasonable opinion of SOTAB, a requested change or Additional Work cannot be implemented without affecting the agreed scope, budget, technical setup, commercial assumptions, or planning, SOTAB shall be entitled to suspend implementation of that change until the Parties have reached written agreement on the consequences.

**10.7** If the Client nonetheless instructs SOTAB to proceed with work that clearly falls outside the agreed scope, or if SOTAB reasonably proceeds with such work based on the Client's conduct, approvals, or practical project instructions, such work shall be deemed Additional Work and shall be chargeable accordingly, even if a separate written change order was not yet fully formalized.

**10.8** SOTAB shall not be obliged to perform Additional Work free of charge merely because such work contributes to the completion, optimization, usability, or practical functioning of the assignment from the Client's perspective.

**10.9** The absence of immediate invoicing for Additional Work in a particular case shall not constitute a waiver of SOTAB's right to invoice such Additional Work at a later stage.

## **Article 11. Fees, Rates, and Expenses**

**11.1** The fees payable by the Client for the Services shall be those set out in the Agreement, including the relevant Proposal, Order Documentation, or any other written pricing arrangement expressly agreed between the Parties.

**11.2** Unless expressly stated otherwise in writing, all prices, fees, rates, budgets, estimates, and quotations issued by SOTAB are stated:

- a. excluding VAT and any other applicable taxes, duties, or levies; and
- b. excluding any Third-Party costs, expenses, and disbursements.

**11.3** SOTAB may charge the Services on the basis of, among other things:

- a. fixed project fees;
- b. hourly rates;
- c. day rates;
- d. milestone-based fees;
- e. recurring subscription or retainer fees;
- f. installment-based fees; or
- g. any combination of the above, as agreed in the Agreement.

**11.4** Unless expressly included in the Agreement, the following costs shall be separately chargeable to the Client where applicable:

- a. costs of Third-Party Services, licenses, subscriptions, software tools, platforms, APIs, cloud services, hosting, domains, and communication tools;
- b. media spend, advertising budgets, platform credits, campaign budgets, or direct media buying costs;
- c. travel, accommodation, venue, catering, or on-site attendance costs;
- d. third-party production costs, external supplier costs, and third-party implementation costs; and
- e. costs arising from Client-requested urgency, accelerated delivery, or exceptional scheduling requirements.

**11.5** If a fee is based on assumptions, estimates, expected scope, expected volume, expected complexity, or expected cooperation on the part of the Client, and those assumptions materially change, SOTAB shall be entitled to adjust the applicable fee or to treat the additional impact as Additional Work.

**11.6** Any estimate of hours, effort, budget, or resource allocation provided by SOTAB shall be indicative only unless expressly agreed otherwise in writing.

**11.7** If the Parties agree that the Services will be provided on a time-and-materials basis, SOTAB shall be entitled to invoice the actual time spent and actual costs incurred in connection with the Services, based on its standard rates or the rates agreed in the Agreement.

**11.8** SOTAB shall be entitled to require an advance payment, deposit, prepayment, or staged payment structure where this has been agreed in the Agreement or where this reasonably follows from the nature, scope, duration, or risk profile of the assignment.

**11.9** For recurring Services, SOTAB may invoice periodically in advance, unless expressly agreed otherwise in writing.

## **Article 12. Invoicing and Payment**

**12.1** SOTAB shall invoice the Client in accordance with the payment structure agreed in the Agreement, which may include upfront invoicing, milestone invoicing, installment invoicing, recurring invoicing, invoicing upon partial delivery, invoicing upon completion, or any combination thereof.

**12.2** Unless expressly agreed otherwise in writing, the payment term for all invoices issued by SOTAB shall be thirty (30) calendar days from the invoice date.

**12.3** The Client shall pay all invoices in full, in the currency stated on the invoice, and without suspension, deduction, withholding, counterclaim, or set-off.

**12.4** If the Client disputes an invoice, the Client shall notify SOTAB in writing within thirty (30) calendar days from the invoice date, stating the grounds for the objection in sufficient detail.

**12.5** A dispute regarding part of an invoice shall not suspend the Client's obligation to timely pay the undisputed part of the invoice.

**12.6** If the Client fails to object to an invoice within the period referred to in Article 12.4, the invoice shall be deemed accepted, without prejudice to any rights the Client may have under mandatory law.

**12.7** Payments made by the Client shall first be applied to any costs and interest due, and thereafter to the oldest outstanding principal invoice amounts, unless SOTAB determines otherwise.

**12.8** SOTAB shall be entitled to electronically issue invoices and the Client accepts electronic invoicing as a valid method of invoicing.

**12.9** If the Client consists of multiple persons or entities, each such person or entity shall be jointly and severally liable for all payment obligations under the Agreement.

## **Article 13. Late Payment, Default, Collection Costs, and Suspension**

**13.1** If the Client fails to pay any invoice by the applicable due date, the Client shall be in default by operation of law, without any further notice of default being required, unless mandatory law provides otherwise.

**13.2** From the date on which the Client is in default, SOTAB shall be entitled to charge statutory commercial interest on the outstanding amount, as well as all applicable extrajudicial and judicial collection costs incurred in obtaining payment.

**13.3** All reasonable costs incurred by SOTAB in connection with collecting overdue amounts, including legal fees, debt collection costs, administrative costs, and enforcement costs, shall be borne by the Client to the extent permitted by law.

**13.4** If the Client fails to timely pay any invoice, SOTAB shall be entitled, without liability and without prejudice to any of its other rights and remedies, to:

- a. suspend the performance of the Services in whole or in part;
  - b. suspend access to Deliverables, systems, portals, accounts, support channels, hosted environments, subscriptions, or other Service components;
  - c. postpone delivery, launch, implementation, or handover;
  - d. refuse to commence subsequent work phases, milestones, or related assignments;
- and
- e. retain Deliverables or rights of use until full payment has been received.

**13.5** Any consequences arising from suspension, delay, reduced availability, interruption, or withholding of Deliverables or Services due to non-payment by the Client shall be at the Client's risk and expense.

**13.6** If the Client:

- a. fails to timely pay one or more invoices;
  - b. requests or is granted a suspension of payments;
  - c. is declared bankrupt or files for bankruptcy;
  - d. is liquidated, dissolved, or ceases its business operations;
  - e. is subject to attachment, seizure, or comparable enforcement measures; or
  - f. otherwise gives SOTAB reasonable grounds to doubt the Client's ability or willingness to meet its obligations,
- SOTAB shall be entitled to declare all outstanding amounts immediately due and payable and to suspend or terminate the Agreement in whole or in part with immediate effect, without any obligation to pay damages.

**13.7** If the Client is in default, SOTAB shall not be obliged to provide any form of support, maintenance, correction, delivery, cooperation, or continued access until the Client has fully complied with its payment obligations.

## **Article 14. Delivery, Review, and Acceptance**

**14.1** SOTAB shall deliver the Deliverables in the manner and format reasonably appropriate to the nature of the Services, including by email, file transfer, presentation, shared workspace, implementation, deployment, account setup, training session, portal access, or any other suitable method.

**14.2** Upon delivery of a Deliverable, the Client shall review such Deliverable within thirty (30) calendar days, unless a different review period has been expressly agreed in writing for the relevant Deliverable.

**14.3** During the review period, the Client shall assess whether the Deliverable materially conforms to the specifications expressly agreed in the Agreement.

**14.4** If the Client believes that a Deliverable contains a Defect, the Client shall notify SOTAB in writing within the applicable review period, specifying the alleged Defect in sufficient detail to enable SOTAB to assess and, where applicable, address it.

**14.5** A Deliverable shall be deemed accepted:

- a. if the Client expressly approves it in writing;
- b. if the Client fails to submit a written and sufficiently substantiated objection within the applicable review period;
- c. if the Client uses the Deliverable in production, publishes it, deploys it, commercially exploits it, operationalizes it, or otherwise puts it into actual use; or
- d. if the Client requests or instructs SOTAB to continue on the basis of that Deliverable, including in a next phase of the assignment.

**14.6** Minor defects, minor deviations, or issues that do not materially prevent the normal intended use of the Deliverable shall not constitute grounds for withholding Acceptance.

**14.7** Acceptance of a Deliverable shall not affect the Client's obligation to pay the agreed fees.

**14.8** After Acceptance, any further wishes, changes, improvements, corrections, optimizations, updates, or additional requirements requested by the Client shall be treated as support, maintenance, or Additional Work, unless expressly agreed otherwise in writing.

**14.9** If a Deliverable consists of multiple stages, phases, components, modules, or partial deliveries, each such stage, phase, component, module, or partial delivery may be reviewed and accepted separately.

## **Article 15. Revisions and Corrections**

**15.1** Unless expressly agreed otherwise in writing, SOTAB is not obliged to provide unlimited revisions, feedback rounds, or corrections.

**15.2** Any revisions, corrections, or feedback rounds expressly included in the Agreement shall be limited to the agreed scope and to reasonable refinements of the relevant Deliverable.

**15.3** The following shall in any event not be regarded as included revisions or corrections, unless expressly agreed otherwise in writing:

- a. changes resulting from new preferences, new directions, or changed internal opinions on the part of the Client;
- b. requests that expand or alter the agreed scope, structure, design, functionality, messaging, implementation logic, or strategic direction;
- c. work arising from delayed, inaccurate, incomplete, or inconsistent input from the Client;
- d. requests for additional versions, variants, formats, use cases, or audiences; and
- e. any request made after Acceptance, except where it concerns a timely reported Defect.

**15.4** If the Client timely reports a Defect during the applicable review period and such Defect falls within SOTAB's responsibility under the Agreement, SOTAB shall have the right, at its discretion, to:

- a. correct the Defect within a reasonable time;
- b. provide a workaround or alternative solution; or
- c. reject the reported issue if it does not qualify as a Defect under these General Terms and Conditions or the Agreement.

**15.5** SOTAB shall not be obliged to correct any issue that results from:

- a. use of a Deliverable outside the agreed or intended scope;
- b. modifications made by the Client or by third parties;
- c. Third-Party Services, systems, platforms, or dependencies;
- d. incorrect, incomplete, or unlawful input supplied by the Client; or
- e. circumstances outside SOTAB's reasonable control.

**15.6** Additional revision rounds, extensive changes, redesigns, rework, scope extensions, preference changes, or correction requests that do not qualify as Defects may be charged as Additional Work.

**15.7** The absence of immediate objection by SOTAB to repeated revision requests shall not constitute a waiver of its right to treat such requests as Additional Work.

## **Article 16. Support, Maintenance, and Recurring Services**

**16.1** Unless expressly agreed otherwise in writing, SOTAB shall have no obligation to provide any form of ongoing support, maintenance, monitoring, hosting, updates, troubleshooting, error correction, training, availability management, or continued assistance after delivery of the relevant Deliverable.

**16.2** Any support, maintenance, recurring service, subscription, retainer, managed service, hosting-related service, or other ongoing Service shall only apply if and to the extent expressly agreed in the Agreement.

**16.3** If recurring Services have been agreed, the scope, frequency, duration, service levels, response expectations, deliverables, availability, and any limitations thereof shall be determined by the Agreement or any separate service-specific arrangement.

**16.4** Unless expressly agreed otherwise in writing, SOTAB does not guarantee:

- a. uninterrupted availability of recurring Services;
- b. immediate response or resolution times;
- c. a fixed number of support hours or interventions;
- d. correction of all issues within a specific timeframe; or
- e. continuous compatibility of the Services with changing Third-Party Services, systems, or environments.

**16.5** If recurring Services are provided on the basis of a defined term, such Services shall continue for the agreed term and may only be terminated in accordance with the Agreement.

**16.6** If recurring Services renew automatically or continue on an ongoing basis, the Client must give notice of termination no later than thirty (30) calendar days before the end of the current contractual period, unless expressly agreed otherwise in writing.

**16.7** Unless expressly agreed otherwise, SOTAB shall be entitled to perform maintenance, updates, improvements, or service-related interventions at times and in a manner reasonably determined by SOTAB, including where this may temporarily affect availability or accessibility.

**16.8** If support or maintenance is requested outside the agreed scope, outside normal business operations, on an urgent basis, or in response to circumstances not attributable to SOTAB, SOTAB shall be entitled to charge such work as Additional Work.

**16.9** Any support, assistance, advice, or correction provided by SOTAB beyond what is expressly agreed in the Agreement shall not create any permanent or implied obligation on SOTAB to continue providing such support on the same basis in the future.

## **Article 17. Third-Party Tools, Platforms, Services, and Dependencies**

**17.1** In performing the Services, SOTAB may make use of, rely on, integrate with, advise on, or otherwise interact with Third-Party Services.

**17.2** The Client acknowledges that the availability, continuity, performance, pricing, functionality, compliance status, and policies of Third-Party Services are outside SOTAB's reasonable control.

**17.3** Unless expressly agreed otherwise in writing, SOTAB shall not be liable for any damage, loss, delay, disruption, inaccuracy, incompatibility, restriction, or failure arising from or relating to:

- a. outages, downtime, or unavailability of Third-Party Services;
- b. changes to Third-Party pricing, APIs, policies, features, interfaces, or access conditions;
- c. suspensions, restrictions, blocks, account limitations, or enforcement actions by Third-Party providers;
- d. data loss, data corruption, access loss, or migration issues within Third-Party environments;
- e. defects or limitations inherent in Third-Party Services; or
- f. the discontinuation, withdrawal, acquisition, replacement, or altered commercial positioning of Third-Party Services.

**17.4** Where the Services depend on Third-Party accounts, licenses, domains, hosting environments, advertising accounts, CRM environments, cloud environments, communication channels, or platform access controlled by the Client or its Third-Party providers, the Client shall be responsible for maintaining valid access rights, permissions, payments, licenses, and operational continuity on its side.

**17.5** Unless expressly agreed otherwise in writing, any contract for Third-Party Services shall be concluded directly between the Client and the relevant Third-Party provider, and the Client shall remain responsible for compliance with the applicable Third-Party terms.

**17.6** If SOTAB procures, recommends, configures, or assists with Third-Party Services, such involvement shall not be construed as a warranty or guarantee in respect of the suitability, continuity, legality, or performance of such Third-Party Services.

**17.7** If a change, failure, outage, or restriction in a Third-Party Service materially affects the scope, timing, costs, or feasibility of the Services, SOTAB shall be entitled to adjust the Agreement accordingly, including by modifying the approach, suspending affected work, or charging resulting work as Additional Work.

**17.8** The Client acknowledges that Deliverables or implementations that depend on Third-Party Services may cease to function fully or partly as intended if those Third-Party Services are modified, discontinued, restricted, or misused after delivery.

## **Article 18. AI, Automation, and Data-Assisted Services**

**18.1** SOTAB shall be entitled to use AI systems, automation tools, machine-assisted processes, data-assisted systems, and comparable technologies in the performance of the Services, unless expressly agreed otherwise in writing.

**18.2** The Client acknowledges that AI-assisted, automated, or data-assisted outputs may contain inaccuracies, omissions, inconsistencies, outdated elements, unexpected interpretations, non-deterministic variations, or other limitations inherent in such technologies.

**18.3** Unless expressly agreed otherwise in writing, SOTAB does not guarantee that any AI-assisted, automated, or data-assisted output:

- a. is complete, accurate, or free from errors;
- b. is fit for any particular legal, regulatory, commercial, technical, or operational purpose;
- c. reflects the latest laws, standards, platform rules, or factual developments; or
- d. will remain consistent over time where dependent on evolving models, tools, or data sources.

**18.4** The Client remains fully responsible for the review, verification, approval, interpretation, implementation, publication, and use of any AI-assisted, automated, or data-assisted output delivered by SOTAB, unless the Agreement expressly states that SOTAB will separately validate specific output against defined criteria.

**18.5** Where SOTAB uses AI-assisted or automated tools to support content creation, analysis, classification, workflow design, implementation, communication, coding, strategy development, data processing, or other Services, such use shall form part of SOTAB's chosen method of performance and shall not by itself constitute a Defect, shortcoming, or breach.

**18.6** The Client acknowledges that the quality and characteristics of AI-assisted or automated outputs may depend on:

- a. the quality and completeness of the input data and instructions;
- b. Third-Party model behavior and changes;
- c. technical limitations of the relevant tools;
- d. the context and framing of the request; and
- e. the degree of human review or intervention applied.

**18.7** Unless expressly agreed otherwise in writing, SOTAB shall not be obliged to manually verify all AI-assisted, automated, or data-assisted outputs in full, and the absence of such full manual verification shall not in itself constitute a breach of the Agreement.

**18.8** If the Services involve the handling of Client data, Personal Data, Confidential Information, or operational information in connection with AI-assisted or automated tools, the Parties may set additional conditions in the Agreement, a separate data processing agreement, or another written arrangement.

**18.9** To the extent the Client has imposed specific written restrictions regarding the use of certain data, categories of information, or specific tools, and SOTAB has expressly accepted those restrictions in writing, SOTAB shall observe those accepted restrictions in performing the Services.

**18.10** In the absence of such expressly agreed restrictions, SOTAB shall remain entitled to use AI-assisted, automated, or data-assisted tools to the extent reasonably necessary for the performance of the Services and in accordance with applicable law.

## **Article 19. Marketing, Outreach, Campaigns, and Performance Disclaimer**

**19.1** Where the Services include marketing, outreach, advertising, content creation, SEO, campaign strategy, lead generation, email campaigns, social campaigns, account setup, growth strategy, conversion-oriented work, or comparable Services, SOTAB shall perform such Services on a best-efforts basis unless expressly agreed otherwise in writing.

**19.2** Unless expressly agreed otherwise in writing, SOTAB does not guarantee:

- a. search engine rankings or visibility;
- b. organic traffic growth or traffic volumes;
- c. ad impressions, click-through rates, reach, or engagement metrics;
- d. response rates, open rates, reply rates, meeting rates, lead volumes, or deliverability levels;
- e. conversion rates, customer acquisition, retention, sales, or revenue outcomes;
- f. the continued availability, reach, or effectiveness of specific campaign channels or platforms; or
- g. any specific return on investment or commercial performance metric.

**19.3** The Client acknowledges that campaign, outreach, visibility, and growth outcomes are influenced by numerous factors outside SOTAB's reasonable control, including:

- a. market conditions and competition;
- b. product-market fit;
- c. pricing, offer quality, and sales readiness;
- d. timing, seasonality, and commercial context;
- e. responsiveness and follow-up on the part of the Client;
- f. existing technical infrastructure and sending reputation;
- g. platform rules, spam filters, search engine algorithms, account histories, and enforcement actions; and
- h. the quality, legality, and relevance of materials or data provided by the Client.

**19.4** Unless expressly agreed otherwise in writing, the Client remains responsible for:

- a. final approval of campaign content, outreach messages, ad materials, claims, and positioning;
- b. the legality and appropriateness of target data, contact data, customer data, and mailing practices used by the Client;
- c. compliance with laws, regulations, and platform rules applicable to its business, campaigns, claims, and communications; and
- d. internal sales handling, follow-up, conversion, and post-lead performance.

**19.5** If campaign performance, outreach performance, SEO visibility, or any other marketing-related outcome is negatively affected by Client decisions, delayed approvals, changes in direction, withheld resources, lack of follow-up, platform restrictions, or Third-Party dependencies, such effect shall not be attributable to SOTAB.

**19.6** If SOTAB uses or recommends data sources, enrichment tools, prospecting tools, outreach tools, ad tools, search tools, or similar Third-Party Services in the context of marketing or outreach Services, SOTAB does not guarantee the completeness, accuracy, continued usability, legality, or long-term availability of any data obtained through such tools, except where mandatory law provides otherwise.

**19.7** Account restrictions, suspensions, delivery limitations, reduced visibility, algorithm changes, enforcement actions, and comparable interventions by platforms, search engines, ad providers, social platforms, email providers, or other Third-Party Services shall be deemed Third-Party events outside SOTAB's reasonable control, unless directly caused by a demonstrable attributable breach by SOTAB.

## **Article 20. Development, Implementation, and Custom Solutions**

**20.1** Where the Services include development work, custom solutions, technical implementations, software-related work, integrations, automations, websites, platforms, internal tools, workflows, configurations, or other technical Deliverables, SOTAB shall provide such Services in accordance with the specifications expressly agreed in writing in the Agreement.

**20.2** Unless expressly agreed otherwise in writing, SOTAB shall not be obliged to deliver functionality, features, integrations, compatibility, workflows, outputs, interfaces, use cases, environments, or technical behavior that are not expressly documented in the Agreement.

**20.3** Any expectation, assumption, preference, use case, business rule, edge case, dependency, or technical requirement not expressly included in the Agreement shall be deemed excluded from the agreed scope.

**20.4** Unless expressly agreed otherwise in writing, SOTAB does not guarantee:

- a. compatibility with future versions of software, browsers, operating systems, APIs, devices, infrastructures, or platforms;
- b. uninterrupted operation in all technical environments;
- c. universal interoperability with all existing or future systems of the Client or third parties;
- d. that a technical Deliverable will remain functional after changes made by the Client, Third-Party providers, hosting environments, platform operators, or other external actors; or
- e. that any custom solution will be free of all errors, limitations, or dependencies.

**20.5** Unless expressly included in the Agreement, the Client shall remain responsible for:

- a. internal adoption, rollout, implementation, and change management;
- b. internal testing of business-specific use cases and operational scenarios;
- c. user acceptance on the Client side;

- d. the management of production environments, hosting environments, data environments, and internal access control; and
- e. the making and retention of backups, except to the extent expressly agreed otherwise.

**20.6** If the Client, its employees, its users, or third parties modify, adapt, interfere with, or further develop a Deliverable after delivery, SOTAB shall not be liable for defects, failures, incompatibilities, or security issues caused by or arising from such modifications.

**20.7** If the Services include implementation or deployment support, such support shall be limited to the activities expressly included in the Agreement, and any further implementation assistance, migration, reconfiguration, retraining, remediation, or post-launch optimization shall constitute Additional Work unless expressly agreed otherwise.

**20.8** If SOTAB discovers during performance that the Client's existing systems, data quality, environment, documentation, access structure, technical architecture, or Third-Party dependencies materially differ from what could reasonably be expected on the basis of the Agreement, SOTAB shall be entitled to adjust the approach, timeline, and fees accordingly, or to treat the resulting work as Additional Work.

**20.9** A reported issue shall only qualify as a Defect if it consists of a material deviation from the expressly agreed written specifications and is reproducible under normal intended use. User dissatisfaction, undocumented expectations, preference changes, environment-specific issues outside SOTAB's control, or issues caused by Third-Party changes shall not qualify as Defects.

## **Article 21. Intellectual Property Rights**

**21.1** All Intellectual Property Rights in and to the Services, Deliverables, methods, models, templates, frameworks, systems, structures, prompts, automation logic, reusable code, libraries, workflows, know-how, strategies, concepts, analyses, training materials, documentation, and all other materials developed, used, or made available by SOTAB in connection with the Agreement shall remain vested in SOTAB or its licensors, unless expressly agreed otherwise in writing.

**21.2** Unless expressly agreed otherwise in writing, the Client shall obtain only a non-exclusive, non-transferable, non-sublicensable right to use the Deliverables for its own business operations and for the purpose for which the Deliverables were created and provided under the Agreement.

**21.3** No transfer, assignment, or other conveyance of Intellectual Property Rights to the Client shall take place unless:

- a. such transfer has been expressly agreed in writing; and
- b. the Client has fully paid all amounts due to SOTAB under the relevant Agreement and any related Agreements.

**21.4** If and to the extent that the Parties expressly agree in writing that specific Intellectual Property Rights in certain Deliverables shall be transferred to the Client, such transfer shall only take effect after full payment of all amounts due and only in respect of the Intellectual Property Rights explicitly identified for transfer.

**21.5** All pre-existing and independently developed Intellectual Property Rights, materials, methods, systems, know-how, templates, prompts, reusable code, frameworks, concepts, tools, and internal working methods of SOTAB, as well as all generic elements that are not uniquely created for the Client, shall at all times remain the exclusive property of SOTAB or its licensors, even if used, adapted, or further developed in the context of the Agreement.

**21.6** The Client shall not, without SOTAB's prior written consent:

- a. reproduce, publish, disclose, distribute, resell, sublicense, or commercially exploit Deliverables beyond the rights expressly granted under the Agreement;
- b. remove or alter copyright notices, proprietary notices, or references to rights holders;
- c. reverse engineer, decompile, disassemble, or otherwise attempt to derive source logic, structure, methods, or internal workings of Deliverables, except to the extent mandatory law expressly permits this and such right cannot legally be excluded; or
- d. use Deliverables, materials, or other outputs of SOTAB to develop or commercialize products or services that substantially compete with the relevant Deliverables or with SOTAB's underlying proprietary methods, except to the extent expressly agreed in writing.

**21.7** SOTAB shall remain free to use, reuse, develop, improve, and exploit its general knowledge, experience, skills, methods, concepts, ideas, structures, routines, workflows, techniques, and non-confidential learnings acquired during the performance of the Agreement, provided that in doing so SOTAB does not disclose the Client's Confidential Information or unlawfully use materials that specifically belong to the Client.

**21.8** Any Intellectual Property Rights of Third-Party providers used in connection with the Services or Deliverables shall remain vested in the relevant Third-Party rights holder and shall be subject to the applicable Third-Party license terms.

**21.9** Unless expressly agreed otherwise in writing, and provided that no specific confidentiality or non-publicity restriction has been agreed for the relevant assignment, SOTAB shall be entitled to refer to the Client's name, trade name, logo, and a general description of the work performed for portfolio, reference, and case presentation purposes after the relevant Deliverable, campaign, project, implementation, or other work has been publicly launched, publicly published, or otherwise publicly used by or on behalf of the Client, provided that SOTAB shall act reasonably and shall not disclose Confidential Information in doing so.

## **Article 22. Client Materials and Rights of Use**

**22.1** The Client warrants that all information, data, files, content, materials, databases, trademarks, logos, texts, visuals, documents, software elements, instructions, account access, customer data, campaign data, and other materials made available to SOTAB by or on behalf of the Client may be lawfully used by SOTAB for the purpose of performing the Agreement.

**22.2** The Client warrants that the use by SOTAB of the materials and information supplied by or on behalf of the Client in connection with the Agreement shall not:

- a. infringe any Intellectual Property Right or other right of any third party;
- b. violate any law, regulation, court order, contractual obligation, or platform rule applicable to the Client; or
- c. constitute unlawful, misleading, defamatory, fraudulent, harmful, or otherwise impermissible content or conduct.

**22.3** SOTAB shall be entitled to use, reproduce, process, adapt, structure, store, combine, transform, and otherwise handle the Client materials and information supplied to it to the extent reasonably necessary for the performance of the Agreement.

**22.4** The Client shall indemnify and hold harmless SOTAB against all third-party claims, demands, actions, damages, losses, liabilities, costs, and expenses, including reasonable legal fees, arising out of or relating to:

- a. the use by SOTAB of materials, data, content, instructions, or information provided by or on behalf of the Client;
- b. alleged infringement of Intellectual Property Rights, privacy rights, database rights, image rights, confidentiality rights, or other rights of third parties caused by such Client-supplied materials or information;
- c. the unlawfulness, inaccuracy, incompleteness, or misleading nature of such Client-supplied materials or information; or
- d. the Client's failure to obtain necessary permissions, consents, legal bases, authorizations, or rights in relation to such materials or information.

**22.5** If SOTAB reasonably believes that any Client-supplied material, instruction, campaign element, communication, data set, or other input may be unlawful, infringing, misleading, non-compliant, or otherwise objectionable, SOTAB shall be entitled to suspend or refuse the relevant use or work, without incurring liability, until the Client has provided clarification or a lawful alternative.

## **Article 23. Confidentiality**

**23.1** Each Party shall treat as confidential all Confidential Information received from the other Party in connection with the Agreement and shall not disclose such Confidential Information to any third party except as permitted under this Article.

**23.2** Each Party shall use the other Party's Confidential Information solely for the purpose of entering into, performing, or enforcing the Agreement and for no other purpose.

**23.3** A Party may disclose Confidential Information of the other Party only to its employees, directors, contractors, advisors, freelancers, subcontractors, or affiliated service providers on a strict need-to-know basis, provided that such persons are bound by confidentiality obligations of a nature at least as protective as those set out in this Article.

**23.4** The confidentiality obligations under this Article shall not apply to information that the receiving Party can demonstrate:

- a. was already lawfully known to it before disclosure by the disclosing Party;
- b. was lawfully obtained from a third party without any duty of confidentiality;
- c. was already public at the time of disclosure, or subsequently becomes public through no fault of the receiving Party; or
- d. was independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

**23.5** If a Party is required by law, court order, regulatory obligation, or order of a competent authority to disclose Confidential Information of the other Party, that Party may do so to the extent legally required, provided that, where legally permitted, it gives the other Party prior notice of such requirement and reasonably cooperates in limiting the scope of the disclosure.

**23.6** Upon termination of the Agreement or upon written request of the disclosing Party, the receiving Party shall, at the choice of the disclosing Party and to the extent reasonably practicable, return or delete the disclosing Party's Confidential Information in its possession, except to the extent such retention is required by law, reasonably required for evidentiary purposes, contained in ordinary back-up systems, or necessary for the exercise or defense of legal rights.

**23.7** The obligations under this Article shall survive termination of the Agreement for a period of five (5) years, provided that Confidential Information qualifying as a trade secret or information that by its nature should remain confidential for a longer period shall remain subject to confidentiality for as long as such information retains its confidential character.

## **Article 24. Personal Data and Data Protection**

**24.1** Each Party shall be independently responsible for compliance with applicable data protection law in relation to Personal Data processed by it in its own role and for its own purposes.

**24.2** To the extent that SOTAB processes Personal Data on behalf of the Client in the capacity of processor, the Parties shall enter into a separate data processing agreement governing such processing relationship, where required by applicable law.

**24.3** To the extent that SOTAB processes Personal Data for its own purposes, including but not limited to contract administration, invoicing, account management, relationship management, business operations, service coordination, security, and legal compliance, SOTAB shall do so in accordance with applicable law and its own applicable privacy documentation.

**24.4** The Client warrants that any Personal Data, customer data, employee data, prospect data, campaign data, user data, or other data provided or made accessible to SOTAB by or on behalf of the Client may be lawfully processed for the purposes contemplated by the Agreement and that the Client has obtained all required legal bases, notices, permissions, and authorizations in that respect.

**24.5** Unless expressly agreed otherwise in writing, SOTAB shall not be responsible for verifying whether the Client has a lawful basis for the Personal Data or other data supplied by the Client, and SOTAB may rely on the Client's representations in that regard.

**24.6** If the performance of the Agreement requires the use of Third-Party Services, subprocessors, cloud environments, software providers, communication tools, AI tools, or other external systems involving the processing of Personal Data, the Client acknowledges that such processing may be technically necessary for the performance of the Services, subject to the Agreement, any applicable data processing agreement, and applicable law.

**24.7** If additional security measures, audit obligations, transfer arrangements, subprocessors lists, deletion arrangements, retention arrangements, or data-handling restrictions are required for a specific assignment, such matters shall be expressly agreed separately in writing.

**24.8** To the extent that a separate data processing agreement has been entered into between the Parties, that data processing agreement shall prevail in the event of any conflict with these General Terms and Conditions in relation to the processing of Personal Data for which SOTAB acts as processor.

## **Article 25. Warranties and Exclusions**

**25.1** SOTAB warrants only that it shall perform the Services with reasonable care, professional skill, and the diligence that may reasonably be expected from a competent service provider in the relevant field.

**25.2** Except as expressly set out in the Agreement, SOTAB makes no other warranty, representation, or undertaking, whether express, implied, statutory, or otherwise, in relation to the Services or Deliverables.

**25.3** Without limitation to Article 25.2, and unless expressly agreed otherwise in writing, SOTAB does not warrant that:

- a. the Services or Deliverables will be uninterrupted, continuously available, or free from

all defects or limitations;

- b. all issues, defects, limitations, errors, or interruptions can or will be corrected;
- c. the Services or Deliverables will be compatible with all current or future systems, platforms, devices, browsers, software versions, APIs, or environments;
- d. the Services or Deliverables will be fit for any specific purpose not expressly agreed in writing; or
- e. the Services or Deliverables will satisfy all expectations, preferences, assumptions, internal requirements, business objectives, or operational practices of the Client.

**25.4** SOTAB shall not be liable or responsible for any issue, defect, failure, limitation, delay, or inaccuracy caused by:

- a. inaccurate, incomplete, or delayed information or materials supplied by the Client;
- b. Client instructions, Client decisions, or Client-approved deviations;
- c. Third-Party Services or changes therein;
- d. misuse, improper use, or use outside the agreed scope by the Client or by third parties;
- e. modifications, interventions, or developments carried out by the Client or by third parties after delivery; or
- f. circumstances outside SOTAB's reasonable control.

**25.5** To the extent a timely reported issue qualifies as a Defect that falls within SOTAB's responsibility under the Agreement, SOTAB shall be entitled, at its own discretion and as the Client's primary remedy, to:

- a. correct the Defect within a reasonable period;
- b. provide a reasonable workaround or replacement solution; or
- c. if correction is not reasonably possible, adjust the relevant part of the fee proportionally, without prejudice to any mandatory rights the Client may have under applicable law.

**25.6** Any claim by the Client relating to a Defect, shortcoming, or other alleged failure on the part of SOTAB shall lapse if the Client fails to notify SOTAB thereof in writing within a reasonable time after discovery and, in any case, in accordance with the applicable review and complaint periods set out in these General Terms and Conditions.

**25.7** The remedies expressly provided in the Agreement and these General Terms and Conditions shall, to the extent permitted by law and unless expressly agreed otherwise in writing, constitute the Client's exclusive contractual remedies in relation to any Defect, failure, or shortcoming in the Services or Deliverables.

## **Article 26. Limitation of Liability**

**26.1** SOTAB's total liability arising out of or in connection with the Agreement, whether based on contract, tort, wrongful act, statutory duty, strict liability, or any other legal basis, shall be limited to compensation for direct damage only and shall be subject to the limitations set out in this Article.

**26.2** For a one-off assignment, project, or other non-recurring engagement, SOTAB's total aggregate liability shall be limited to the amount actually invoiced by SOTAB to the Client under the relevant assignment giving rise to the liability, excluding VAT.

**26.3** For recurring, subscription-based, retainer-based, managed, maintenance, support, or other ongoing Services, SOTAB's total aggregate liability shall be limited to the amount actually invoiced by SOTAB to the Client under the relevant Agreement during the three (3) months immediately preceding the event giving rise to the liability, excluding VAT.

**26.4** If the damaging event relates to a specific identifiable part of the Services or a specific partial assignment under a broader relationship between the Parties, SOTAB shall be entitled to limit its liability to the amount invoiced for that specific part or partial assignment, where reasonable in the circumstances.

**26.5** The limitations of liability set out in this Article apply cumulatively to all claims arising from the same event, series of connected events, or related acts or omissions, and the total aggregate liability for such claims shall in no event exceed the applicable cap set out in this Article.

**26.6** SOTAB shall not be liable for any indirect damage, consequential damage, special damage, punitive damage, or other forms of non-direct loss, including but not limited to:

- a. loss of profit;
- b. loss of revenue;
- c. loss of savings;
- d. loss of business opportunities;
- e. loss of goodwill or reputational damage;
- f. loss or corruption of data;
- g. business interruption;
- h. reduced value of data, systems, or business operations;
- i. costs of substitute services or replacement arrangements; and
- j. claims of customers, users, employees, or other third parties of the Client, except to the extent such claims qualify as direct damage for which SOTAB is liable under mandatory law.

**26.7** SOTAB shall only be liable if the Client notifies SOTAB in writing of the alleged damaging event as soon as reasonably possible after discovery thereof, provides SOTAB with all reasonably relevant information, and takes reasonable measures to limit or mitigate the damage.

**26.8** Any right to claim damages, compensation, or any other remedy against SOTAB shall lapse if the Client has not commenced legal proceedings in respect of such claim within twelve

(12) months after the date on which the Client became aware, or reasonably should have become aware, of both the damage and SOTAB's alleged responsibility for it, without prejudice to any shorter complaint period set out elsewhere in these General Terms and Conditions and subject always to mandatory law.

**26.9** The exclusions and limitations of liability set out in these General Terms and Conditions shall also apply for the benefit of SOTAB's directors, employees, freelancers, contractors, affiliates, advisors, and subcontractors involved in the performance of the Agreement.

**26.10** Nothing in these General Terms and Conditions shall exclude or limit liability to the extent such exclusion or limitation is prohibited under mandatory law, including liability arising from intent or deliberate recklessness on the part of SOTAB's management.

## **Article 27. Indemnities**

**27.1** The Client shall indemnify, defend, and hold harmless SOTAB and its directors, employees, freelancers, contractors, advisors, affiliates, and subcontractors against all third-party claims, actions, proceedings, losses, damages, liabilities, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- a. Client-supplied materials, content, data, instructions, claims, campaign materials, databases, messaging, or other input;
- b. alleged infringement of Intellectual Property Rights, privacy rights, image rights, database rights, confidentiality rights, or other rights of third parties caused by Client-supplied materials or by use of Deliverables in accordance with Client instructions;
- c. unlawful, misleading, infringing, non-compliant, or otherwise objectionable conduct, materials, data practices, or business practices of the Client;
- d. the Client's use of the Services or Deliverables outside the agreed scope, contrary to applicable law, or in violation of Third-Party terms;
- e. the Client's failure to obtain the necessary rights, permissions, approvals, authorizations, legal bases, or consents required for the performance of the Agreement; or
- f. claims brought by the Client's customers, prospects, employees, users, business relations, or other third parties arising from matters for which the Client is responsible under the Agreement.

**27.2** If a third-party claim as referred to in Article 27.1 is brought against SOTAB, SOTAB shall notify the Client thereof without undue delay, provided that failure to do so shall not prejudice SOTAB's rights under this Article unless the Client is materially prejudiced by such failure.

**27.3** The Client shall, at its own expense, provide all reasonable cooperation requested by SOTAB in connection with the defense, settlement, or handling of any claim covered by this Article.

**27.4** SOTAB shall remain entitled to conduct its own defense and to appoint its own legal counsel if it reasonably deems this necessary, in which case the associated reasonable costs

shall form part of the indemnified losses, costs, and expenses to the extent the claim falls within the scope of this Article.

**27.5** The indemnity obligations set out in this Article shall not apply to the extent that the relevant claim is caused directly and exclusively by an attributable breach by SOTAB for which SOTAB is liable under the Agreement and these General Terms and Conditions.

## **Article 28. Force Majeure**

**28.1** Neither Party shall be liable for any failure, delay, interruption, or deficiency in the performance of its obligations under the Agreement to the extent such failure, delay, interruption, or deficiency is caused by Force Majeure.

**28.2** For the purposes of the Agreement, Force Majeure means any circumstance beyond the reasonable control of the affected Party, whether or not foreseeable at the time of entering into the Agreement, as a result of which performance of the Agreement cannot reasonably be required, including but not limited to:

- a. power failures, internet failures, telecom failures, network failures, or general infrastructure failures;
- b. failures, outages, restrictions, or incidents affecting cloud providers, hosting providers, communication providers, software providers, platforms, APIs, or other Third-Party Services;
- c. cyber incidents, malware incidents, hacking, ransomware, data incidents, or other digital security disruptions not caused by the gross fault of the affected Party;
- d. government measures, legislative changes, regulatory interventions, sanctions, export restrictions, or orders of competent authorities;
- e. war, threat of war, armed conflict, terrorism, civil unrest, riots, or sabotage;
- f. pandemics, epidemics, public health emergencies, or related government measures;
- g. fire, flood, severe weather conditions, natural disasters, explosion, or other calamities;
- h. widespread illness, or illness, incapacity, or unavailability of essential personnel, suppliers, or subcontractors due to circumstances beyond the affected Party's reasonable control;
- i. failures or delays of suppliers or subcontractors on whom performance depends; and
- j. any other circumstance that is not attributable to the affected Party and that materially hinders or prevents timely performance.

**28.3** The affected Party shall notify the other Party of the Force Majeure situation within a reasonable time after becoming aware of it and shall use reasonable efforts to limit its consequences.

**28.4** During the period of Force Majeure, the obligations of the affected Party shall be suspended to the extent affected by the Force Majeure event.

**28.5** If SOTAB is affected by Force Majeure, it shall remain entitled to payment for Services already performed, commitments already entered into, work already reserved or scheduled, and costs already incurred prior to or during the Force Majeure situation.

**28.6** If a Force Majeure situation continues for more than sixty (60) consecutive calendar days, either Party shall be entitled to terminate the affected part of the Agreement by written notice, without liability for damages arising solely from such termination.

**28.7** Termination on the basis of Force Majeure shall not affect:

- a. payment obligations already accrued;
- b. rights in respect of Services already performed or Deliverables already provided; or
- c. any provisions of the Agreement that by their nature are intended to survive termination.

## **Article 29. Duration, Suspension, and Termination**

**29.1** Unless expressly agreed otherwise in writing, a project-based or one-off Agreement shall continue for the duration necessary to perform the agreed Services and shall end upon completion of the agreed scope, without prejudice to any provisions that by their nature survive completion or termination.

**29.2** Any recurring or ongoing Agreement shall continue for the term expressly agreed between the Parties and, where applicable, shall renew or continue in accordance with the Agreement unless terminated in accordance with the agreed notice requirements.

**29.3** SOTAB shall be entitled to suspend performance of the Agreement in whole or in part, with immediate effect and without liability, if:

- a. the Client fails to timely comply with any payment obligation;
- b. the Client fails to provide required cooperation, approvals, input, access, or instructions;
- c. the Client acts in breach of the Agreement or these General Terms and Conditions;
- d. SOTAB has reasonable grounds to believe that continued performance would expose SOTAB to legal, regulatory, technical, reputational, commercial, or security risks; or
- e. a situation occurs that, under the Agreement or these General Terms and Conditions, entitles SOTAB to suspend performance.

**29.4** SOTAB shall be entitled to terminate the Agreement in whole or in part, with immediate effect and without judicial intervention, by written notice to the Client if:

- a. the Client materially breaches the Agreement and, where the breach is capable of remedy, fails to remedy such breach within a reasonable period after written notice;
- b. the Client fails to timely pay one or more invoices and such failure justifies termination in the circumstances;
- c. the Client applies for or is granted suspension of payments, is declared bankrupt, is

subject to insolvency proceedings, is dissolved, liquidated, or ceases its business;

d. a change of control, sanctions issue, regulatory issue, reputational issue, security issue, or comparable circumstance occurs that, in SOTAB's reasonable opinion, makes continued performance unreasonable; or

e. continued performance can no longer reasonably be expected from SOTAB in view of the Client's conduct, instructions, or repeated failure to cooperate.

**29.5** Unless expressly agreed otherwise in writing, the Client shall not be entitled to unilaterally terminate a fixed-term Agreement for convenience before expiry of the agreed term.

**29.6** If the Client nevertheless terminates a fixed-term Agreement early, or requests discontinuation of the Services before completion, the Client shall remain liable for:

a. all amounts already accrued;

b. all work already performed;

c. all committed Third-Party costs and reserved capacity; and

d. in the case of a fixed-term Agreement, the remaining agreed fees for the committed term, reduced only by those costs that SOTAB demonstrably saves as a direct result of the early termination, without prejudice to SOTAB's right to claim full performance where legally permissible.

**29.7** If the Client wishes to terminate a recurring Agreement, such termination shall be effected in accordance with the agreed notice period and no later than thirty (30) calendar days before the end of the applicable current term, unless expressly agreed otherwise in writing.

**29.8** Termination or suspension of the Agreement shall not relieve the Client of its obligation to pay for Services already performed, Deliverables already provided, time already reserved, or costs already incurred.

## **Article 30. Consequences of Termination**

**30.1** Upon termination of the Agreement for any reason:

a. all amounts already invoiced shall remain immediately due and payable in accordance with their original due dates;

b. all amounts accrued but not yet invoiced may be invoiced by SOTAB with immediate effect; and

c. the Client shall promptly pay all amounts due under the Agreement.

**30.2** If the Agreement is terminated before completion of the agreed Services, SOTAB shall be entitled to payment for:

a. all Services performed up to the effective date of termination;

b. all partially completed work and work in progress;

c. all Deliverables or parts thereof already developed or prepared;

d. all committed Third-Party costs, cancellation costs, and disbursements; and

e. all reasonable demobilization, handover, wind-down, and administrative costs resulting from the termination.

**30.3** Unless expressly agreed otherwise in writing, SOTAB shall be entitled, upon termination of the Agreement, to suspend or terminate the Client's access to support channels, managed services, subscription-based Services, hosted environments, portals, dashboards, or other ongoing Service components. SOTAB shall furthermore be entitled to withhold continued access, handover, export, transition assistance, or any comparable termination-related cooperation until all outstanding amounts owed by the Client have been paid in full.

**30.4** Any obligation of SOTAB to provide migration assistance, handover support, export services, transition support, reconfiguration support, data extraction, documentation completion, onboarding of replacement providers, or comparable termination assistance shall exist only if expressly agreed in writing. In the absence of such agreement, any such assistance shall constitute Additional Work.

**30.5** Upon termination, each Party shall cease use of the other Party's Confidential Information and shall comply with the confidentiality, return, deletion, and data-related obligations applicable under the Agreement, subject to any lawful retention obligations and any rights to retain information for evidentiary, compliance, or legal defense purposes.

**30.6** Termination of the Agreement shall not affect any rights, remedies, obligations, or liabilities accrued before the effective date of termination.

**30.7** The following provisions shall survive termination of the Agreement, together with any other provisions that by their nature are intended to survive: provisions relating to payment, Intellectual Property Rights, Client materials, confidentiality, personal data, liability, indemnities, dispute resolution, and any accrued rights or obligations.

## **Article 31. Use of Subcontractors and Personnel**

**31.1** SOTAB shall be entitled to perform the Services in whole or in part through its employees, directors, freelancers, advisors, affiliated entities, subcontractors, specialist partners, or other third parties engaged by SOTAB.

**31.2** Unless expressly agreed otherwise in writing, SOTAB shall not be obliged to assign or continue to assign any specific natural person to the performance of the Services.

**31.3** If a specific person is involved in the performance of the Services, SOTAB shall remain entitled to replace that person with another person of reasonably comparable qualifications, expertise, and experience, provided that such replacement does not materially prejudice the proper performance of the Agreement.

**31.4** The engagement of subcontractors, freelancers, specialist partners, or other third parties by SOTAB shall not in itself affect the applicability of these General Terms and Conditions or the rights and obligations of the Parties under the Agreement.

**31.5** To the extent the Services depend on Third-Party Services or on third parties engaged by SOTAB, the performance of the Agreement may be subject to the technical limitations, operating constraints, conditions, and service restrictions applicable to such third parties or Third-Party Services. SOTAB shall not be liable beyond those limitations to the extent such limitations materially affect the Services and are outside SOTAB's reasonable control.

## **Article 32. Non-Solicitation**

**32.1** During the term of the Agreement and for a period of twelve (12) months after the end of the Agreement, the Client shall not, without the prior written consent of SOTAB, directly or indirectly:

a. employ, engage, contract with, recruit, solicit, or otherwise retain any employee, freelancer, contractor, advisor, or subcontractor of SOTAB who has been materially involved in the performance of the Agreement; or

b. encourage, induce, or assist any such person to terminate or reduce their relationship with SOTAB for the purpose of working for or with the Client or for a third party associated with the Client.

**32.2** Article 32.1 shall not apply where the relevant person has responded solely to a genuine publicly available vacancy or recruitment process of a general nature not specifically targeted at such person, provided that the Client bears the burden of proving that no prohibited solicitation or targeted approach took place.

**32.3** In the event of a breach of this Article, the Client shall owe SOTAB, without further notice of default being required, an immediately payable contractual penalty equal to the higher of:

a. EUR 15,000 per breach; or

b. fifty percent (50%) of the annual gross compensation or annualized fees of the relevant person at the time of the breach, which penalty the Parties acknowledge as a reasonable pre-estimate of the loss and disruption likely to be suffered by SOTAB, without prejudice to SOTAB's right to claim full compensation for the actual damage suffered if such damage exceeds the contractual penalty.

**32.4** The contractual penalty referred to in Article 32.3 shall be without prejudice to SOTAB's right to claim full compensation for the actual damage suffered if such damage exceeds the contractual penalty.

## **Article 33. Complaints and Formal Notices**

**33.1** Without prejudice to any specific complaint or review period stated elsewhere in these General Terms and Conditions, the Client shall notify SOTAB in writing of any complaint relating to the Services, Deliverables, invoices, or any alleged shortcoming on the part of SOTAB within a reasonable period after the Client discovered or reasonably should have discovered the matter giving rise to the complaint.

**33.2** Complaints concerning invoices must in any event be submitted in writing within thirty (30) calendar days from the invoice date, failing which the relevant invoice shall be deemed accepted, subject always to mandatory law.

**33.3** Complaints concerning Deliverables or Services must be sufficiently specific and substantiated to enable SOTAB to assess the complaint and, where applicable, respond to it appropriately.

**33.4** A complaint, objection, or claim by the Client shall not suspend the Client's payment obligations or any other obligations under the Agreement.

**33.5** If the Client fails to submit a complaint or notice of objection within the applicable period, all rights and remedies in respect of the matter complained of shall lapse to the extent permitted by law.

**33.6** Formal notices under the Agreement, including notices of default, termination notices, and other legally relevant communications, shall be given by email or by signed written communication sent to the contact details designated by the relevant Party.

**33.7** Formal notices to SOTAB shall be sent to [contact@sotab.nl](mailto:contact@sotab.nl), unless SOTAB has designated another notice address in writing.

**33.8** Practical project communication, operational coordination, approvals relating to day-to-day execution, and comparable non-formal communications may take place by email or other reproducible electronic means, but messaging applications alone shall not constitute the exclusive method for formal legal notices unless SOTAB expressly accepts such method in writing in the specific case.

**33.9** A notice sent by email shall be deemed received on the day of transmission if sent on a Business Day before 17:00 Netherlands time, and otherwise on the next Business Day, unless the sender receives an automated message indicating non-delivery.

## **Article 34. Amendments, Assignment, and No Waiver**

**34.1** SOTAB shall be entitled to amend these General Terms and Conditions from time to time.

**34.2** Any amended version of these General Terms and Conditions shall apply to new Agreements from the date communicated by SOTAB.

**34.3** In respect of ongoing or recurring Agreements, SOTAB may also apply amended General Terms and Conditions prospectively after giving the Client reasonable prior notice. Such amended General Terms and Conditions shall not retroactively alter rights and obligations that have already accrued, nor shall they change the fixed scope of already accepted completed project work unless expressly agreed in writing. If an amendment materially and adversely affects the Client in an ongoing recurring Agreement, the Client shall be entitled to terminate the affected recurring Agreement with effect from the date on which the amendment takes effect, provided that the Client gives written notice before that effective date.

**34.4** The Client shall not assign, transfer, pledge, encumber, subcontract, or otherwise transfer any of its rights or obligations under the Agreement, in whole or in part, without SOTAB's prior written consent.

**34.5** SOTAB shall be entitled to assign or transfer the Agreement, in whole or in part, to an affiliated company, successor entity, purchaser of all or part of its business, or another third party in connection with a reorganization, merger, acquisition, asset transfer, or comparable corporate transaction, provided that such transfer does not materially reduce the level of protection afforded to the Client under the Agreement.

**34.6** The failure by SOTAB to exercise or enforce any right, remedy, power, or provision under the Agreement or these General Terms and Conditions shall not constitute a waiver thereof.

**34.7** Any waiver by SOTAB of a right or remedy shall only be effective if made expressly and in writing and shall apply only to the specific case for which it was given.

## **Article 35. Governing Law and Dispute Resolution**

**35.1** The Agreement, these General Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith shall be governed exclusively by the laws of the Netherlands.

**35.2** The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

**35.3** The Parties shall first use reasonable efforts to resolve any dispute, claim, or disagreement arising out of or in connection with the Agreement through good-faith consultation.

**35.4** If the Parties are unable to resolve the dispute amicably within a reasonable period, the competent court in the district in which SOTAB has its registered office shall have exclusive

jurisdiction to hear and decide the dispute, without prejudice to any mandatory law providing otherwise.

**35.5** SOTAB shall, however, remain entitled to bring proceedings before any other competent court that has jurisdiction under applicable law, including for the purpose of collecting unpaid invoices, seeking interim relief, or protecting its Intellectual Property Rights, Confidential Information, or other urgent legal interests.