



AI-POWERED MARKETING PRODUCTS - TERMS OF SERVICE

RDP Marketing

GENERAL AI SERVICES TERMS

1. Definitions

"AI Technology" means artificial intelligence systems, machine learning models, and automated processing tools used in delivering the Services.

"Client Content" means all materials, data, assets, and information provided by the Client for use in the Services. "Deliverables" means the outputs, reports, content, or materials produced through the Services, as set out in the Services Agreement.

"Personal Data" has the meaning set out in the UK GDPR and Data Protection Act 2018.

"Client Data" means all data provided by the Client or RDP Marketing on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services and any data generated by, or derived from the Client's use of the Services.

"Fees" means the fees payable under the Service Agreement.

"Good Industry Practice" means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Services" means the services to be carried out by RDP Marketing for the Client as set out in the Services Agreement.

"Service Agreement" means the terms and conditions for the Services as entered into between RDP Marketing and the Client.

"Third Party Materials" means all documents, information, software, items and other materials in any form belonging to a third party which RDP Marketing uses in connection with the Services.

2. Use of AI Technology Disclaimers

2.1 The Client acknowledges that the use of AI Technology:

2.1.1 May produce outputs that require human review and verification.

2.1.2 offers no guarantee of complete accuracy in generated content or analysis.

2.1.3 May evolve and improve over time, resulting in variations in output quality.

2.1.4 Operates based on training data and algorithms that may have inherent limitations.

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2.2 RDP Marketing makes no warranties that AI-generated outputs will be error-free, complete, or suitable for any purpose without human oversight.

2.3 The Client is responsible for reviewing and approving all AI-generated Deliverables before use in commercial applications. Failure to do so is at their own risk and RDP Marketing are not liable for a failure of the Client to review and approve AI-generated Deliverables.

2.4 The Client shall not knowingly:

2.4.1 distribute or transmit to RDP Marketing, via the Services, any Viruses;

2.4.2 store, access, publish, disseminate, distribute or transmit via the Services any material which:

a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;

b. facilitates illegal activity;

c. depicts sexually explicit images;

d. promotes unlawful violence;

e. is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or

f. is otherwise illegal or causes damage or injury to any person or property;

and RDP Marketing reserves the right, on no less than thirty (30) days' prior written notice to the Client, such notice specifying the breach of this clause and requiring it to be remedied within the thirty (30) day period, to disable the Client's access to the Services for the duration of time that the breach remains unremedied.

3. Intellectual Property Rights

3.1 The Client retains all ownership rights in Client Content provided to RDP Marketing. The Client grants RDP Marketing a non-exclusive, non-transferable right and licence, without the right to sublicences, during the term of this Agreement to use the Client Content for the purpose of carrying out the Services.

3.2 Unless agreed otherwise in writing between the parties, RDP Marketing and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Client Materials contained within them.

3.3 Subject to clause 3.4, clause 3.5 and unless agreed otherwise in writing between the parties, RDP Marketing grants to the Client a non-exclusive, royalty-free, non-transferable licence to use the Deliverables for the purpose of receiving and using the Services and Deliverables in its business.

3.4 The Client acknowledges that RDP Marketing may need to include Third Party Materials which cannot be licensed on the terms of clause 3.3 within the Deliverables. RDP Marketing shall grant to the Client a licence (at the Client's cost) to use any Third Party Materials included in the Deliverables on the terms permitted by the third party. The Client shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials and which have been provided to the Client in writing. RDP Marketing's liability in relation to Third Party Materials is limited, to the maximum extent permitted by Applicable Law, to the liability accepted by the third party under the relevant licence agreement.

3.5 RDP Marketing's licensing of Intellectual Property Rights in relation to any Deliverable (including any Third Party Materials contained within that Deliverable) is subject to RDP Marketing receiving payment of all Fees and other sums attributable to the relevant Deliverable.

3.6 AI-Generated Content: The Client acknowledges that RDP Marketing uses Artificial Technology to provide the Deliverables and Services to the Client. The Client further acknowledges and agrees that any Intellectual Property Rights created RDP Marketing or its licensors and the Client shall not acquire any right, title or interest in such.

3.7 The Client hereby authorises RDP Marketing to retain and use the Client's Data for the purposes of training or inputting into any AI Technology.

3.8 RDP Marketing give no warranty whatsoever over the accuracy of any information, data, design, content creation and data analysis provided by AI and shall not be liable for any infringement of any Third Party Materials and other third-party Intellectual Property Rights associated through any use of AI.

RDP Marketing's retention of all rights in its proprietary methodologies, processes, and AI systems.

3.9 Third-Party Rights: The Client warrants that any Client Content provided does not infringe Third Party Materials or intellectual property rights.

4. Data Protection and Privacy

4.1 For the purposes of this Clause 4, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

4.2 Both parties shall comply with all applicable data protection legislation including the UK GDPR and Data Protection Act 2018.

4.3 Where RDP Marketing processes Personal Data on behalf of the Client, RDP Marketing acts as a Data Processor and the parties shall enter into a separate Data Processing Agreement.

4.4 The Client warrants that it has obtained all necessary consents and has legal grounds to provide any Personal Data to RDP Marketing.

4.5 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

4.6 The parties have determined that, for the purposes of Applicable Data Protection Laws:

the Client shall act as controller in respect of the personal data and processing activities:

RDP Marketing shall process the personal data, as a processor on behalf of the Client.

4.7 Without prejudice to the generality of clause 4.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data and Client Personal Data to RDP Marketing for the duration and purposes of this Agreement.

4.8 Without prejudice to the generality of clause 4.1 RDP Marketing shall, in relation to Client Personal Data:

process that Personal Data only on the documented instructions of the Client, unless RDP Marketing is required by Applicable Laws to otherwise process that Client Personal Data. Where RDP Marketing is relying on Applicable Laws as the basis for processing Client Processor Data, RDP Marketing shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Client on important grounds of public interest. RDP Marketing shall inform the Client if, in the opinion of RDP Marketing, the instructions of the Client infringe Applicable Data Protection Laws;

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ensure that any personnel engaged and authorised by RDP Marketing to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to RDP Marketing), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;

at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless RDP Marketing is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause Client Personal Data shall be considered deleted where it is put beyond further use by RDP Marketing; and

maintain records to demonstrate its compliance.

4.9 The Client hereby provides its prior, general authorisation for RDP Marketing to:

appoint processors to process the Client Personal Data, provided that RDP Marketing:

shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on RDP Marketing;

shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of RDP Marketing; and

shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to RDP Marketing's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify RDP Marketing for any losses, damages, costs (including legal fees) and expenses suffered by RDP Marketing in accommodating the objection.

transfer Client Personal Data outside of the UK as required for the Purpose, provided that RDP Marketing shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of RDP Marketing, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

Either party may, at any time on not less than 30 days' notice, revise this clause 4 with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to this Agreement, but only in respect of such matters which are within the scope of the Amended Terms.

5. Liability and Indemnification

5.1 Limitation of Liability: To the maximum extent permitted by law, RDP Marketing's total liability arising from or related to the Services shall not exceed the fees paid by the Client in the 12 months preceding the claim.

5.2 Excluded Losses: RDP Marketing shall not be liable for:

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Indirect, consequential, or special damages.

Loss of profits, revenue, business, or anticipated savings.

Loss or corruption of data.

Reputational damage arising from Client's use of Deliverables.

5.3 Client Indemnity: The Client shall indemnify RDP Marketing against all claims arising from:

The Client's use of Deliverables in breach of these Terms.

Infringement of third-party rights by Client Content.

The Client's breach of data protection obligations.

5.4 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be excluded by law.

5.6 RDP Marketing give no warranty that AI-generated Deliverables or materials will not infringe any Third Party Materials. It is always the responsibility of the Client to ensure that there is no such infringement.

6. Acceptable Use

6.1 The Client shall not use the Services or AI Technology to:

Generate content that is defamatory, obscene, or infringes third-party rights.

Create misleading, deceptive, or fraudulent marketing materials.

Process data in violation of applicable laws or regulations.

Reverse engineer, decompile, or attempt to extract RDP Marketing's proprietary AI systems.

6.2 RDP Marketing reserves the right to suspend Services immediately if the Client breaches acceptable use provisions.

7. RDP Marketing warranties:

7.1 RDP Marketing warrants and undertakes that:

7.1.1 it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement;

7.1.2 it will comply with all laws, regulations and Standards applicable to RDP Materials or its provision of the Services under this Agreement (including any AI Technology).

7.1.3 it has:

(a) implemented and maintains procedures to ensure that any AI Technology incorporated in or used in the development, operation, or improvement of the Services is reproducible in a manner consistent with applicable Standards, and to enable similar or equivalent AI Technology to be developed, retrained, or improved.

(b) maintained a technical description of any neural networks used in or with the Services that is sufficiently detailed to enable data scientists, engineers, and programmers reasonably skilled in the development of AI Technology to retrain, debug, and improve such neural networks; and

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(c) retained information in human-readable form that explains or could be used to explain the decisions made or facilitated by the AI Features.

7.1.4 it has, in accordance with applicable Standards, implemented and is in [material] compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI Technology, including for:

(a) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability;

(b) identifying and mitigating bias in Services;

(c) compliance with all laws applicable to RDP Marketing's development, implementation, and provision of AI Technology.

7.1.5 to RDP Marketing's knowledge the Services and all other materials provided by RDP Marketing under this Agreement will not infringe any Intellectual Property Rights of any third party;

7.1.6 there is no settled, pending, or threatened claim and it has not received any written, oral, or other notice of any claim (including in the form of any offer to obtain a license):

(a) alleging that any access to or use of the Services does or would infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third party;

(b) challenging RDP Marketing's ownership of, or right to use or license, any software or other materials or required to be used in connection with the performance, accessing, or use of the Services, or alleging any adverse right, title, or interest with respect thereto;

(c) that, if decided unfavourably to RDP Marketing, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Agreement, and it has no knowledge of any factual, legal, or other reasonable basis for any such claim.

7.1.7 it regularly monitors the use of AI features for accuracy and reliability in accordance with Good Industry Practice and applicable laws and Standards.

7.1.8 RDP Marketing gives no warranty whatsoever over the accuracy of any information, data, design, content or data analysis provided by the use of AI Technology and shall not be liable for any infringement of any Third Party Materials or Intellectual Property rights associated through the use of AI.

8. Client Obligations

8.1 The Client shall:

8.1.1 provide RDP Marketing with:

(a) all necessary co-operation in relation to this Agreement; and

(b) all necessary access to such information as may be required by RDP Marketing;

in order to provide the Services, including but not limited to Client Data, security access information and configuration services;

8.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement; and

8.1.3 ensure that its network and systems comply with the relevant specifications provided by RDP Marketing from time to time.

8.2 The Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

9. Fees and Payment

9.1 The Client shall pay the Fees as specified in the Service Agreement. All Fees are exclusive of VAT.

9.2 Invoices are payable within 30 days unless otherwise agreed in writing between the parties.

9.3 11.3 If RDP Marketing has not received payment within 30 days after the due date, RDP Marketing shall be entitled to charge interest which shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England base rate in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4 RDP Marketing has the right to suspend Services for non-payment after 14 days' written notice.

10. Term and Termination

10.1 This Agreement and the Services commence on the start date specified in the Service Agreement between the parties.

10.2 Either party may terminate for material breach if the other party commits a material breach of any other term of this Agreement or the Service Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

10.3 RDP Marketing may terminate immediately if the Client:

Fails to make payment with 30 days' after providing a suspension notice under clause 9.4.

Breaches acceptable use provisions under clause 6.

10.4 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

If either party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay their debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;

the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent

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amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

10.5 Upon termination:

the Client shall pay to RDP Marketing all of RDP Marketing's unpaid invoices and interest (if applicable) and, where no invoice has been submitted for Services supplied, the RDP Marketing may submit an invoice which will be payable in accordance with clause 9; The Client's right to use AI Technology and the Services along with any other licence granted under this agreement shall cease immediately.

Provisions regarding confidentiality, liability, and data protection survive.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other, except as permitted by Clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

11.4 The above provisions of this clause 11 shall [continue to apply after termination of this Agreement.

12. Changes to AI Technology

12.1 RDP Marketing may update, modify, or replace AI Technology used in the Services.

12.2 Material changes that substantially diminish Service functionality shall be notified to the Client with reasonable advance notice.

12.3 The Client's continued use of Services following notification constitutes acceptance of the changes.

13. Force Majeure

13.1 Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including, but not limited to:

AI platform outages or changes by third-party providers.

Internet or telecommunications failures.

Natural disasters or pandemic events.

Government actions or regulatory changes.

14. Governing Law and Jurisdiction

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

14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15. Entire Agreement

15.1 These Terms, together with the Service Agreement and any Data Processing Agreement, constitute the entire agreement between the parties.

15.2 No variation shall be effective unless in writing and signed by both parties.

16. Third party rights

this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. Severance

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this Agreement is deemed deleted under clause 25.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

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PRODUCT-SPECIFIC TERMS

SCHEDULE A: STUDIO AI ANIMATION

A1. Service Description

Studio AI Animation combines AI-powered rendering with professional post-production to transform static brand assets into animated content.

A2. Client Obligations

A2.1 The Client shall provide:

High-resolution source materials (logos, product images, brand assets).

Brand guidelines and creative direction via a brief.

Timely feedback and approvals at specified review stages.

A2.2 The Client warrants that:

It owns or has licensed all rights necessary to use the provided assets.

Source materials do not infringe third-party intellectual property rights.

It has authority to approve the creation of derivative animated works.

A3. AI Animation Process

A3.1 The Service involves:

AI-assisted animation generation from static assets.

Professional human review and post-production refinement.

Multiple revision rounds as specified in the Service package.

A3.2 Final outputs may differ from initial AI-generated previews following human creative refinement.

A4. Deliverables and Usage Rights

A4.1 Deliverables shall be provided in agreed formats optimised for specified platforms (social media, broadcast, web, display).

A4.2 The Client acknowledges that similar animation techniques may be used for other clients, and RDP Marketing retains rights to its animation methodologies.

A5. Quality and Revisions

A5.1 RDP Marketing shall deliver animation that meets broadcast-quality standards, subject to:

Source material quality and suitability.

Technical limitations of the Client's specified output formats.

The number of revision rounds included in the Service package.



A5.2 Additional revisions beyond the agreed scope shall be charged at RDP Marketing's prevailing rates.

A6. Specific Limitations

A6.1 RDP Marketing does not warrant that:

AI-generated animations will perfectly replicate human-animated equivalents.

All requested creative concepts are technically feasible using AI Technology.

Animations will perform identically across all platforms and devices.

SCHEDULE B: GIVA (GENERATIVE INTELLIGENCE VISIBILITY ASSESSMENT)

B1. Service Description

GIVA audits how AI platforms represent the Client's organisation, benchmarks competitive positioning, and provides a strategic roadmap for AI search authority.

B2. Assessment Methodology

B2.1 The GIVA Score is calculated based on:

AI platform representation analysis across multiple systems.

Competitive benchmarking against specified competitors.

Authority signals and citation frequency.

Sentiment and positioning analysis.

B2.2 The methodology may evolve as AI platforms change their algorithms and data sources.

B3. Accuracy and Limitations

B3.1 The Client acknowledges that:

GIVA assesses AI platform outputs at a specific point in time.

AI platform algorithms change frequently and unpredictably.

Results represent a snapshot and may vary with subsequent queries.

No assessment can guarantee future AI platform behaviour.

B3.2 RDP Marketing uses reasonable efforts to ensure assessment accuracy but does not warrant that:

All AI platforms have been assessed (assessment covers major platforms only).

Competitive intelligence is complete or exhaustive.

The roadmap will achieve specific ranking outcomes.

B4. Competitive Intelligence

B4.1 Competitive analysis is provided for informational and strategic planning purposes only.

B4.2 The Client shall:

Use competitive intelligence only for legitimate business purposes.

Not use information to unfairly disparage competitors.

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Comply with all applicable competition and unfair trading laws.

B5. Roadmap Implementation

B5.1 The 12-month roadmap provides strategic recommendations only. Actual implementation is: Subject to separate engagement and fees.

Dependent on factors outside RDP Marketing's control.

Not guaranteed to achieve specific AI visibility outcomes.

B5.2 AI search authority depends on multiple factors including content quality, domain authority, citation sources, and algorithm changes beyond RDP Marketing's control.

B6. Confidentiality

B6.1 GIVA reports may contain competitively sensitive information. Both parties agree to maintain confidentiality of assessment results and strategic recommendations.

B6.2 RDP Marketing may use anonymised, aggregated data from GIVA assessments for industry research and service improvement.

SCHEDULE C: LEADS TO SUCCEED

C1. Service Description

Leads to Succeed is an AI-powered journey intelligence platform that tracks prospect touchpoints from initial contact to conversion, revealing marketing's revenue impact.

C2. Data Collection and Tracking

C2.1 The Service requires:

Integration with the Client's marketing platforms, CRM, and analytics tools.

Deployment of tracking technologies on the Client's digital properties.

Access to marketing and sales data as specified in implementation documentation.

C2.2 The Client is responsible for:

Obtaining all necessary consents for data collection and tracking.

Ensuring compliance with cookie laws and privacy regulations.

Providing required data access and integration support.

Maintaining accurate data in source systems.

C3. Data Processing and Privacy

C3.1 The Service processes:

Website visitor behaviour and interaction data.

Lead and prospect information from the Client's systems.

Marketing campaign performance data.

Sales conversion and revenue data.

C3.2 The Client warrants that:

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It has legal grounds to collect and process all data provided.

All necessary privacy notices and consents are in place.

Data provided complies with UK GDPR and applicable privacy laws.

C3.3 RDP Marketing shall act as Data Processor for all Personal Data processed through the platform, subject to a separate Data Processing Agreement.

C4. Analytics and Attribution

C4.1 The platform uses AI-powered attribution modelling to analyse marketing effectiveness. The Client acknowledges that:

Attribution models are estimates based on available data and algorithms.

Multiple touchpoints may contribute to conversions in ways that cannot be precisely quantified.

Results depend on data quality, completeness, and tracking implementation.

Different attribution models may produce different results.

C4.2 RDP Marketing does not warrant that:

All prospect touchpoints will be captured (tracking limitations exist).

Attribution is 100% accurate in all cases.

Insights will directly translate to revenue improvements without strategic action.

C5. Platform Access and Security

C5.1 The Client receives password-protected access to the analytics platform for the subscription term.

C5.2 The Client is responsible for:

Maintaining confidentiality of login credentials.

Restricting platform access to authorised personnel.

Notifying RDP Marketing of any security breaches.

C5.3 RDP Marketing implements industry-standard security measures but cannot guarantee absolute security against all threats.

C6. Service Availability

C6.1 RDP Marketing targets 99% platform uptime, excluding scheduled maintenance.

C6.2 The platform may be temporarily unavailable due to:

Scheduled maintenance (notified in advance).

Third-party service disruptions.

Force majeure events.

Security incidents requiring immediate action.

C6.3 Service credits may be available for extended outages as specified in the Service Level Agreement.

C7. Data Retention and Termination

C7.1 Upon termination:

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The Client's platform access ceases.

RDP Marketing shall provide an export of the Client's data in standard format.

RDP Marketing may retain data as required by law or for legitimate business purposes.

Personal Data shall be deleted or returned in accordance with the Data Processing Agreement.

SCHEDULE D: VOICECAST

D1. Service Description

VoiceCast converts written content (blogs, articles, thought leadership) into professionally produced podcast episodes using AI-powered scripts and voice synthesis.

D2. Content Requirements

D2.1 The Client shall provide:

Written content in digital, editable format.

Rights to adapt and transform the content into audio format.

Any specific voice, tone, or production preferences.

D2.2 The Client warrants that:

It owns or has licensed all rights in the source content.

Content does not infringe third-party copyrights, trademarks, or other rights.

Content does not contain defamatory, obscene, or unlawful material.

D3. Voice Synthesis and Production

D3.1 The Service uses:

AI-powered voice synthesis to create audio narration to match client voice.

Automated and human-assisted script adaptation.

Music, effects, and editing to produce finished episodes.

D3.2 The Client acknowledges that:

AI-generated voices are synthetic and may not sound identical to human narrators.

Voice quality depends on source text quality and technical suitability.

Some content may require human adaptation for optimal audio delivery.

D3.3 Voice Selection:

The Client may select from available AI voice options or have their own used.

RDP Marketing retains discretion over voice appropriateness and quality.

D4. Rights and Licensing

D4.1 Source Content: The Client retains all rights in the original written content.

D4.2 Audio Content: Upon full payment, the Client receives a perpetual, worldwide, non-exclusive licence to:

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Distribute podcast episodes on podcast platforms and the Client's website.

Use episodes in marketing and promotional activities.

Create derivative works based on the episodes.

D4.3 Music and Effects: Background music and sound effects are licensed for podcast use. The Client shall not:

Extract or repurpose music separately from episodes.

Use music in non-podcast contexts without separate licensing.

Claim ownership of music or effects.

D4.4 RDP Marketing retains rights to:

Voice synthesis technology and production methodologies.

Use anonymised production techniques for other clients.

Reference the Client's podcasts in portfolio materials (with consent).

D5. Content Accuracy and Review

D5.1 AI-powered script adaptation may:

Paraphrase or restructure content for audio delivery.

Omit details not suitable for podcast format.

Add transitional language or audio-specific elements.

D5.2 The Client is responsible for:

Reviewing adapted scripts before recording (if review option selected).

Verifying factual accuracy of final episodes.

Ensuring content remains compliant with advertising and regulatory standards.

D5.3 RDP Marketing does not warrant that:

AI adaptations perfectly preserve all nuances of written content.

Episodes will achieve specific listener engagement or download metrics.

D6. Distribution and Analytics

D6.1 If RDP Marketing assists with distribution, the Client acknowledges that:

Podcast platform approval processes are outside RDP Marketing's control.

Platform algorithms affect discoverability and cannot be guaranteed.

Download and engagement metrics are provided by third-party platforms.

D6.2 Analytics are provided on an "as available" basis and depend on platform reporting accuracy.

D7. Ongoing Service

D7.1 VoiceCast is typically provided as a subscription service with:

Specified number of episodes per period.

Defined episode length limits.

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Revision allowances per episode.

D7.2 Additional episodes or services beyond the subscription package shall be charged separately.

D7.3 Either party may terminate the subscription with notice as specified in the Service Agreement, subject to:

Completion of episodes in production.

Payment for services delivered.

Return or deletion of content as agreed.

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