

## CONTRACT FOR SERVICES

This Contract for Services is entered into as follows:

### Between

- 1. WOODROW SCIENTIFIC LIMITED** (Company Registration Number: 08060443) whose Registered Office is situated at 4 Benham Road, Chilworth, Southampton, Hampshire, England, SO16 7QJ (known hereinafter as the Client) of the one part, and
- 2. PRECISION AI MARKETING LTD** (Company Registration Number: 16113072) whose Registered Office is situated at 86-90 Paul Street London, London, England, EC2A 4NE (known hereinafter as the Company) of the other part.

Together referred to as the "Parties" and each individually as a "Party".

### Recitals

The Company is in business as a provider of digital marketing consultancy and implementation services and has skills and abilities to undertake services that may be of use to the Client from time to time.

The Client and the Company agree that if and when the Company undertakes services to the Client it will do so in accordance with this Contract for Services.

### 1. Definitions:

As used herein and throughout this Agreement:

<b>Schedule A</b>	Document detailing the Company's and Client's details, standard rates, duration of services, and invoicing terms.
<b>Statement of Work</b>	Document containing details of the Services performed or to be performed under this Contract for Services.
<b>Agreement</b>	The entire content of this Contract for Services, Schedule A, and all Statements of Work executed under this Contract for Services.
<b>Services</b>	All services and the work product to be provided to the Client by the Company as described in the Statement of Work(s).
<b>Milestones</b>	Specific implementation stages or events of the Services defined in a Statement of Work with specified payment amounts and payment timing requirements.
<b>Intellectual Property Rights</b>	Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

<b>Deliverables</b>	The work product specified in the Statement of Work to be delivered by the Company to the Client.
<b>Final Deliverables</b>	The Deliverables provided by the Company to the Client and accepted by the Client subject to clause 9.4.
<b>Preliminary Works</b>	All content and materials including, but not limited to, concepts, sketches, visual presentations, keyword strategies and lists, research, or other alternate or preliminary designs and documents developed by the Company as part of the Services but are not specified as Deliverables in a Statement of Work.
<b>Working Files</b>	All underlying work product and digital files utilised by the Company to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.
<b>Technical Limitations</b>	Any restrictions on functionality, editability, or operation of Deliverables resulting from platform capabilities, API constraints, integration methods, or technical delivery requirements, which do not constitute defects or errors in the Company's work.
<b>Defective Work</b>	A Deliverable that contains technical errors that materially prevent it from performing its basic intended operations (such as non-loading website pages, broken links, or non-functioning features specifically outlined in the Statement of Work). For clarity, Defective Work does not include: subjective preferences (including without limitation design choices, writing style, or content tone), or Technical Limitations inherent to platform integrations or API delivery methods.
<b>Content Review Period</b>	The period specified in the applicable Statement of Work during which the Client may review a specific Deliverable for suitability prior to publication or implementation, commencing upon notification to the Client of their opportunity to review the Deliverable and ending after the specified number of days regardless of review completion.
<b>Client Content</b>	All materials, information, factual, promotional, or other content that are either: (i) provided by Client, or (ii) owned by Client including without limitation Client's trademarks, branding, website content, and marketing materials, for use in the preparation of and/or incorporation in the Deliverables.
<b>Third Party Materials</b>	Third-party materials which are incorporated into the Final Deliverables, including without limitation to stock photography or illustration.
<b>Proprietary Tools</b>	All tools, software, and systems developed (whether before, during, or after the provision of Services, and whether or not used in connection with the Services) or owned by the Company that are not explicitly assigned to the Client in writing, and any modifications or derivatives thereof, including without limitation source code, content generation systems, algorithms, methodologies, frameworks, patterns, templates, structures, AI prompts and training data, together with any other software or other inventions whether or not patentable.

**Confidential Information**

Confidential or proprietary technical and business information and materials of a Party.

**Data Protection Legislation**

The Data Protection Act 2018 which incorporates the UK GDPR.

**Force Majeure**

Any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such Party and inter alia including without limitation: strikes, lockouts or other industrial action; terrorism, civil commotion, riot, invasion, war threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; political interference with the normal operations; internet, telecommunications, or other computing infrastructure failures; disruption or unavailability of third-party services; power outages or electrical disruptions.

**2. Operative Provisions**

- 2.1 This Contract for Services shall commence on the date specified in Schedule A of this Agreement and thereafter will continue until it is terminated in accordance with clause 4.1 of this Contract for Services.
- 2.2 Services may be agreed upon by the Company and Client from time-to-time in Statements of Work. The Company shall not be obligated to commence any Services until a Statement of Work has been signed by both Parties. Upon signing by both Parties, each Statement of Work shall be incorporated into this Agreement and be governed by the Contract for Services subject to clause 2.3. A Statement of Work will include the following details of the Services:
- 2.2.1 payment structure for the relevant Services (Milestones and/or unit pricing); and
- 2.2.2 the total price of the specified Services; and
- 2.2.3 any specific requirements, assumptions, limitations, or dependencies that affect delivery of the Services, including without limitation Client responsibilities and required access to systems or materials.
- 2.3 Where there is any conflict between this Contract for Services and a Statement of Work, this Contract for Services shall prevail except where this Contract for Services explicitly permits variation by Statement of Work.
- 2.4 The standard rates for Services shall be detailed in Schedule A. This will include any additional work provided outside the scope of the project detailed in any relevant Statement of Work.
- 2.5 The final pricing structure for Services shall be detailed in each Statement of Work.
- 2.6 All Deliverables within a Statement of Work shall be provided according to Milestones as defined in that Statement of Work. Each Milestone shall specify: (i) the payment amount due (ii) whether payment is required before work commences (an "Advance" Milestone), after milestone achievement (a "Completion" Milestone), or at regular intervals (a "Recurring" Milestone).
- 2.6.1 For Advance Milestones (where payment is required before work commences): (i) the Company shall not be obligated to begin any work until payment is received in full; (ii) any deadlines or timeframe

specified in the SOW shall commence only after payment is received in full; (iii) Advance Milestone payments are non-refundable once paid, as work commences immediately (including resource allocation and project setup).

- 2.6.2 For Recurring Milestones (where payment is required at regular intervals) (i) either Party may terminate Recurring Milestones at any time upon written notice to the other Party, (ii) upon termination, the specific deliverables, work, or access provided under the Recurring Milestone will cease at the end of the current paid period with no refund for unused time.

### **3. Business Relationship**

- 3.1 For the avoidance of doubt, the Company and its representatives are providing their Services as independent contractors, and are not to be considered employees of the Client at any time.
- 3.2 How the Company fulfils its contractual obligations is a matter for the Company. The Client shall not control, nor have any right of control as to how the Company is to perform the Services.
- 3.3 The Client is not obliged to offer any work to the Company nor is the Company obliged to accept such work if offered. The Company is not obliged to make its Services available.
- 3.4 The Company is free to undertake other Contracts for Services for other parties at any time, either before, after, or concurrently with this Contract for Services.
- 3.5 The Company agrees that when it undertakes the Services it will do so at its own discretion, in a location of its choosing and in a professional manner and in accordance with good industry practice.
- 3.6 The Company retains full discretion in selecting and implementing the methods, tools, and technologies used to deliver the Services, including without limitation to the use of artificial intelligence tools and other automated systems.
- 3.7 The Company shall provide the Services in accordance with legal and relevant regulatory guidelines and will observe health and safety regulations and will comply with all reasonable operational requirements relating to working hours and security.
- 3.8 The Company may utilise such persons as it deems necessary in the performance of the Services and make substitutions thereof provided always, in the reasonable opinion of the Company, such persons possess the necessary skills, licences, qualifications and experience to provide the Services.
- 3.9 Where a substitute or delegate is used by the Company, the Client shall have no contractual, financial or legal relationship with the substitute or delegate. The Company is solely responsible for arranging payments to the substitute or delegate and the substitute or delegate is solely answerable to the Company.
- 3.10 The Client acknowledges and agrees that it does not have first call on the services of the Company and cannot require the Company to give the Client any priority over another client.

### **4. Termination of the Agreement**

- 4.1 Either Party may terminate this Contract for Services immediately upon written notice to the other Party.
- 4.2 Termination of the Contract for Services will result in termination of the Agreement, and therefore upon termination of this Contract for Services:

- 4.2.1 all existing Statements of Work will automatically terminate on the date the Contract for Services is terminated; and
  - 4.2.2 the Parties shall not enter into any further Statements of Work after the date on which notice to terminate the Contract for Services is served; and
  - 4.2.3 the Company will submit invoices for any completed Milestones for which no invoice has been submitted; and
  - 4.2.4 the Client shall immediately pay to the Company all outstanding unpaid invoices and interest.
- 4.3 Either Party may terminate a Statement of Work immediately upon written notice to the other Party. Termination of a Statement of Work does not terminate the Contract for Services, and the Contract for Services will remain in full effect unless terminated in accordance with clause 4.1.
- 4.4 The termination of this Contract for Services or any Statements of Work howsoever occurring shall not affect the rights and liabilities of the Parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

## **5. Data Protection and Data Processing**

- 5.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 5.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Company is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 5.3 *Data Collection and Access.* The Client hereby authorises the Company to:
- 5.3.1 access and collect publicly available data from the Client's website and online properties through automated means including but not limited to web scraping; and
  - 5.3.2 connect to and access data from the Client's systems and third-party services (including but not limited to Google Search Console, website analytics platforms, and content management systems) via APIs or other methods as necessary to perform the Services; and
  - 5.3.3 process any Client Content provided directly by the Client to the Company.
- 5.4 *Sub-processors.* The Client acknowledges and agrees that:
- 5.4.1 the Company may engage sub-processors, including third-party services, software, platforms, language models and AI services, to process Client data in order to deliver the Services; and
  - 5.4.2 the current list of sub-processors shall be provided to the Client upon written request; and
  - 5.4.3 the Client agrees that sub-processor information provided by the Company is confidential and subject to the confidentiality obligations in clause 6; and
  - 5.4.4 the Client consents to the Company's use of the sub-processors listed as of the Agreement date; and
  - 5.4.5 the Company shall provide the Client reasonable advance notice before engaging any new sub-processor that will process personal data; and

5.4.6 the Company shall use commercially reasonable efforts to ensure all sub-processors have appropriate data protection obligations, or where such agreements cannot be negotiated (such as with standard AI services), the Client acknowledges these limitations.

5.5 *Data Protection Compliance.* The Company shall:

5.5.1 process personal data only on documented instructions from the Client, unless required otherwise by applicable law; and

5.5.2 ensure that persons authorised to process personal data are bound by appropriate confidentiality obligations; and

5.5.3 implement appropriate technical and organisational security measures proportionate to the risks presented by the processing; and

5.5.4 assist the Client, insofar as possible, in responding to data subject requests and data breach obligations under Data Protection Legislation; and

5.5.5 at the conclusion of Services, delete or return Client personal data as directed by the Client, unless retention is legally required; and

5.5.6 make available to the Client information reasonably necessary to demonstrate compliance with data protection obligations.

5.6 The Company will deliver data and Final Deliverables to the Client via email or other method agreed to by the Client.

## **6. Confidentiality**

6.1 Each Party acknowledges that in connection with this Agreement it may receive Confidential Information of the other Party. Each Party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under this Agreement, except as may be required by a court or government authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving Party or is otherwise properly received from a third party without an obligation of confidentiality.

6.2 These confidentiality obligations shall survive the termination of this Agreement for a period of one year.

## **7. Intellectual Property**

7.1 *Final Deliverables.* To the extent that the Company has ownership rights or authority to grant such rights, and expressly conditioned upon full payment of all fees and costs due, the Company grants to the Client the following usage rights in the Final Deliverables:

7.1.1 *Duration:* Perpetual.

7.1.2 *Territory:* Worldwide (to the fullest extent permitted by applicable law).

7.1.3 *Exclusivity:* Non-exclusive.

7.1.4 *Modification Rights.* The rights granted to the Client include the rights to adapt, modify and create derivative works based on the Final Deliverables solely in connection with the project defined in the relevant Statement of Work and usage rights set forth herein. For clarity, any modifications, adaptations, or derivative works of the Final Deliverables made by the Client subject to the rights granted in this clause 7.1.4 shall not affect the Company's underlying Intellectual Property Rights in the Final Deliverables or their derivative works. Furthermore, notwithstanding the Client's modification rights, all modified versions of the Final Deliverables remain subject to the attribution requirements set forth in clause 8.

7.1.5 *Transfer Rights.* This license is non-transferable and non-sublicensable without the Company's prior written consent.

These rights may be modified for individual Final Deliverables in the relevant Statement of Work. Where a Statement of Work explicitly modifies these limited usage rights for a specific Final Deliverable, that modification(s) shall apply only to that specific Final Deliverable.

7.2 *Client Content.* Client Content shall remain the sole property of the Client or its respective suppliers. The Client hereby grants to the Company a non-exclusive, non-transferable license to use, reproduce, modify, display and publish the Client Content solely in connection with the Company's performance of the Services and promotional uses of the Final Deliverables. The Client warrants that it has all necessary rights and permissions to provide the Client Content for such use.

7.3 *Third Party Materials.* Intellectual Property Rights in Third Party Materials shall remain with their respective owners. Where required for the performance of the Services or creation of Deliverables, the Company will obtain licensing for Third Party Materials as required by applicable law at the time of use. Where Third Party Materials are provided by the Client, the Client warrants it has all necessary rights and permissions for: (i) the Company's use of such materials in performing the Services; and (ii) the Client's use of such materials in the Final Deliverables.

7.4 *Preliminary Works/Working Files.* The Company retains all Intellectual Property Rights in and to all Preliminary Works and Working Files, and the Client shall return to the Company all Preliminary Works and Working Files in Client's possession and permanently delete any electronic copies thereof within thirty (30) days of completion of the Services. Unless explicitly stated in a Statement of Work, no rights or licenses in any Preliminary Works or Working Files are granted to the Client.

7.5 *Proprietary Tools.* Proprietary Tools, including all associated Intellectual Property Rights, shall remain solely the property of the Company. No rights or licenses in the Proprietary Tools are granted to the Client. The Company retains the right to use these Proprietary Tools across multiple clients.

7.6 The Client shall not reverse engineer, decompile, or attempt to discover the source code, underlying algorithms, or technical implementation of any of the Company's Proprietary Tools.

## **8. Attributions and Promotions**

8.1 The Client agrees to include in all displays or publications of the Final Deliverables attribution and/or copyright notice in the Company's name in the form, size and location as incorporated by the Company in the Final Deliverables, or as otherwise directed by the Company in the relevant Statement of Work, and shall not remove or modify such attribution without the Company's prior written consent.

8.2 The Client's attribution obligations under clause 8.1 shall continue to apply to any modified versions of the Final Deliverables, unless expressly waived by the Company in writing.

- 8.3 Either Party, subject to the other's reasonable approval, may describe its role in relation to the project defined in any Statement of Work, and the Services provided to the other Party on its website.
- 8.4 The Client shall not represent or imply that they own or developed any of the Company's Proprietary Tools used in creating the Final Deliverables, that they developed the Final Deliverables themselves, or that outputs generated by the Company's software were created, produced, or performed by the Client.
- 8.5 The Client grants the Company a non-exclusive, non-transferable licence to display the Client's name, logo, and trademarks on the Company's website and marketing materials for the purpose of identifying the Client as a customer and describing / displaying the Services provided.
- 8.6 *Performance Metrics and Case Studies:*
- 8.6.1 The Company may use performance metrics from the Services in case studies, marketing materials, and promotional content, provided that such metrics are anonymised and aggregated so that: (i) they cannot reasonably identify the Client without additional information; and (ii) the metrics are accurate and not misleading.
- 8.6.2 Notwithstanding clause 8.6.1, with the Client's prior written consent (which may be granted via email), the Company may identify the Client when using such metrics and may: (i) present specific performance metrics in connection with the Client's name and industry; and (ii) use screenshots from analytics platforms showing performance improvements; and (iii) create case studies identifying the Client and the results achieved.
- 8.6.3 The Client agrees that general descriptions of services provided (without specific metrics) may be used in conjunction with the rights granted in clause 8.5.
- 8.7 *Enhanced Promotional Rights:* When explicitly enabled in a Statement of Work (usually in exchange for pricing concessions), the Company shall have the perpetual and irrevocable right to reproduce, modify, and display Final Deliverables in its portfolio and marketing materials without further approval

## **9. Review and Acceptance**

- 9.1 *General Changes.* Unless otherwise provided in the Statement of Work, and except as otherwise provided for herein, the Client shall pay additional charges for changes requested by the Client which are outside the scope of the Services on a time and materials basis, at the Company's standard rate as detailed in the relevant Schedule A. Such charges shall be in addition to all other amounts payable under the Statement of Work, despite any maximum budget, contract price or final price identified therein. The Company may extend or modify any delivery schedule or deadlines in the Statement of Work and Deliverables as may be required by such changes. Any and all objections, corrections, changes or amendments shall be subject to the terms of this Contract for Services.
- 9.2 *Defective Work.* The Client, within ten (10) business days of receipt of each Deliverable, shall notify the Company, in writing, of any Defective Work. Any such written notice must identify with clarity reasonable detail the specific defect and requested correction. For any Defective Work reported within this time, the Company will use commercially reasonable efforts to make corrections within ten (10) business days, or such other timeline as mutually agreed by the Parties in writing, following which the Company shall provide the Client with the updated Deliverable.
- 9.3 *Content Review Period.* The Client shall have the right to request a Content Review Period to be set for any Deliverables so that they may review them before publication or implementation. If the Content Review Period is explicitly set to zero (0) days in the Statement of Work, or if no Content Review Period is specified, the Client hereby authorises the Company to publish or implement content automatically without prior review. To enable

review, the Client must explicitly request a Content Review Period at the time of SOW execution, which shall be clearly stated as a specific number of days. The Content Review Period is solely for the Client to approve or reject publication/implementation of specific Deliverables. During this period, the Client may: (i) approve the Deliverable for publication/implementation; or (ii) reject the Deliverable and prevent its publication/implementation. The Content Review Period does not entitle the Client to request modifications, changes, or revisions to Deliverables. Any modifications to Deliverables may only be made pursuant to Clause 9.2 (Defective Work). Rejection of a Deliverable during the Content Review Period does not affect payment obligations for any completed Milestones or work performed.

- 9.4 *Acceptance of Final Deliverables.* A Deliverable shall become a Final Deliverable when both: (i) a ten (10) business day period for reporting Defective Work under clause 9.2 has expired without any Defective Work being reported; and (ii) there is no Content Review Period remaining for that Deliverable. A Deliverable may also become a Final Deliverable immediately upon explicit written approval from the client.

## **10. Disclaimer, Limitation of Liability and Indemnity**

- 10.1 *Artificial Intelligence:* The Company may utilise artificial intelligence tools or services to assist in the creation of Deliverables under this Agreement. Artificial intelligence outputs may not always be reliable and may contain inaccuracies, and the Company cannot always assess and confirm its reliability or accuracy. The Company does not warrant the suitability and safety of any Deliverables created using these outputs or how the Client's users use these Deliverables. The Client is encouraged to request a Content Review Period for Deliverables, which will thereafter be defined in the relevant Statement of Work, and to, therein, confirm the suitability and safety of such content. The Client assumes all risks associated with these Deliverables. The Client acknowledges that AI-generated content may contain inaccuracies. Where no Content Review Period is specified or it is set to zero, the Client authorises automatic publication and assumes all responsibility for the content. Where a Content Review Period is specified, the Client's approval or failure to object within the review period constitutes acceptance and assumption of responsibility for the content. The Company shall not be liable for any damages, losses, or claims arising from inaccuracies, errors, or issues in AI-generated content, whether reviewed by the Client.
- 10.2 Nothing in this Agreement shall limit or exclude the Parties' liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful to exclude or restrict liability.
- 10.3 Subject to clause 10.2, the Company shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; or (vi) loss or damage to goodwill; or (vii) any indirect or consequential loss.
- 10.4 The Company's total liability to the Client, in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the fees paid or payable under the directly relevant Statement of Work.
- 10.5 The Client shall indemnify and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any costs, losses, liabilities, and expenses (including legal fees) arising from third-party claims relating to the Deliverables (including intellectual property rights claims), any content or data provided by the Client to the Company, or any breach of this Agreement by the Client.
- 10.6 The Company shall not be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure results from the Client's delay in providing necessary information, materials, approvals, or performing its obligations under this Agreement, or from delays caused by the acceptance

mechanisms defined in clause 9. Any such delay by the Client shall automatically extend any affected deadlines by at least the duration of the delay, plus any additional time reasonably necessary to resume work.

- 10.7 Except as expressly stated in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, satisfactory quality, and fitness for a particular purpose, are hereby excluded to the maximum extent permitted by law.
- 10.8 The Company makes no warranties or guarantees regarding search engine rankings, website traffic increases, conversion rates, or any specific business or marketing outcomes from the Services.
- 10.9 The Client acknowledges that Services involving content publication, API integrations, or platform implementations may result in Deliverables with technical limitations including but not limited to restricted post-publication editing capabilities, platform dependencies, or formatting constraints. Such limitations are inherent to the technical delivery methods and do not constitute Defective Work.

## **11. Taxation and National Insurance**

- 11.1 The Company as an independent business is responsible for its own tax, national insurance and financial affairs and bears no responsibility for the Client's tax or other fiscal obligations.

## **12. Invoices and Payment**

- 12.1 The Company will invoice the Client for Milestones as follows:
  - 12.1.1 For Advance Milestones: The Company will provide a payment link or invoice upon or before SOW execution, with payment due within seven (7) days of SOW execution. Work will not commence until payment is received in full. Payment shall be processed via: (i) automated payment link (e.g., Stripe) with automatic invoicing, OR (ii) manual invoicing.
  - 12.1.2 For Completion Milestones: The Company will invoice upon Milestone achievement, with payment due within seven (7) days of receipt of a valid invoice.
  - 12.1.3 For Recurring Milestones: Payment shall be processed via: (i) automated payment link (e.g., Stripe) with automatic invoicing, OR (ii) manual invoicing.
  - 12.1.4 Invoicing frequency shall be as defined in Schedule A for applicable Milestones.
- 12.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue after as well as before any judgment.
- 12.3 All prices stated are exclusive of VAT. Where VAT is applicable, it will be charged at the prevailing rate.
- 12.4 Refund Policies are as follows: (i) Advance Milestones: Payment is non-refundable once made; (ii) Completion Milestones: Payment is non-refundable once the Milestone is reached; (iii) Recurring Milestones: No partial or pro-rata refunds. Any exceptions to these refund policies are at the Company's sole discretion.

## **13. Legal Advice and Other Matters**

- 13.1 The Parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this Contract for Services.

- 13.2 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent. Otherwise, neither Party shall assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 13.3 The Parties acknowledge that this Agreement is the entire agreement governing the contractual relationship. No variation of this Agreement shall be effective unless it is in writing and signed by both Parties (or their authorised representatives).
- 13.4 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.
- 13.5 If either Party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by Force Majeure, then such Party shall be excused the performance for so long as such cause of prevention or delay shall continue.
- 13.6 A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 13.8 All notices must be in writing in English and delivered by email to the email addresses specified in Schedule A. Any notice shall be deemed to have been received at the time of transmission, or if transmitted outside normal business hours (9:00 am to 5:00 pm on a business day), at 9:00 am on the next business day.
- 13.9 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.
- 13.10 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).

The Parties agree and intend to be bound by this Contract for Services.

The Client: Woodrow Scientific Limited

Name: John Redvers Clowes

Role:

Signed:

Dated:

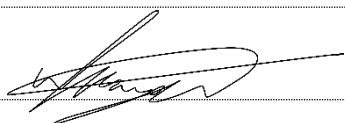
The Company: Precision AI Marketing Ltd

Name: Wil Flanagan

Role: Company Director

Signed:

Dated: 04/09/2025



## **SCHEDULE A**

### **Section A**

#### **The Company**

Name: PRECISION AI MARKETING LTD

Contact Name: Wil Flanagan

Role: Company Director

Address: 86-90 Paul Street London, London, England, EC2A 4NE

Email Address: wil@precision-aim.com

Phone Number: +447479547448

Company Registration Number: 16113072

#### **The Client**

Name: WOODROW SCIENTIFIC LIMITED

Address: 4 Benham Road, Chilworth, Southampton, Hampshire, England, SO16 7QJ

Contact Name: John Redvers Clowes

Role: Director

Email Address: John.Clowes@woodrowscientific.com

Company Registration Number: 08060443

### **Section B**

#### **Duration of the Provision of the Services**

Commencement Date: The date of the last signature to this Contract for Services

End Date: Until terminated in accordance with this Agreement

### **Section C**

#### **Contract Price**

Nature of Services to be undertaken: Digital marketing consultancy and implementation

Agreed standard rate per hour: £180

### **Section D**

#### **Invoicing**

Frequency: For Completion Milestones, the Company will invoice the Client on the 1st and 15th of each month. Advance Milestones will be invoiced upon Statement of Work execution. Recurring Milestones will be invoiced upon payment via Stripe.

Payment: Payment details shall be provided on each invoice

## **STATEMENT OF WORK**

This Statement of Work is entered into between the Client and the Company in accordance with the Contract for Services between the Parties.

The Parties agree that the Services shall be provided as follows:

### **Project**

ID: 00001

Name: SEOSwarm Launch.

Details: This project will launch the "Solution Dominator" and the "SEO Starter" content packages for the Client. This will involve extensive research into keywords surrounding the Client's selected solution, the devising of an SEO content strategy of 110 SEO Articles, and the creation and publishing of these articles to the Client's website (<https://woodrowscientific.com/>). It will also involve the setting up the blog on the Client's website through the blog.seoswarm.ai integration.

Scope:

- Publication of SEO content on Client's main domain (<https://woodrowscientific.com/>)

Project Price:

- Solution Dominator Package (one-time): £1,800
- SEO Starter Package (one-time): £2,500
- First Month Platform Subscription (recurring subscription): £35
- **Total Due: £4,335**

### **Definitions**

1. *SEO Article*: SEO Articles are content pieces written to answer specific search queries (keywords).

Each SEO Article deliverable consists of:

- Content (the written text of the article body)
- Title
- Meta description
- Header Structure (H1, H2, H3 tags)
- Hyperlinks
- Image URLs, Alt Text and Figcaptions

2. *SEO Article - SD*: These are SEO Articles provided as part of the "Solution Dominator" package.
3. *SEO Article - SS*: These are SEO Articles provided as part of the "SEO Starter" package.
4. Content Calendar: Spreadsheet with key SEO Article metadata, including without limitation: titles, metadescrptions, publication dates.
5. *SEOSwarm Setup*: The Company will set up the Client's profile in the SEOSwarm platform. This will include:
  - a. Core research and analysis that will support the content campaigns during the Project.

- b. Set-up of the Client's blog management platform in SEOSwarm, located at [blog.seoswarm.ai](https://blog.seoswarm.ai), and provision of access to the Client (including up to 1 user).
  - c. Adding the [blog.seoswarm.ai](https://blog.seoswarm.ai) blog on the Client's website.
  - d. Design of core marketing components, including calls to action and branding elements.
6. *SEO Data Tracking Setup*: The Company will lead the implementation of Google data tracking, through Google Search Console (GSC), on the Client's website by:
  - a. Setting up the Client's GSC account or acquiring access to it if already configured.
  - b. Testing and ensuring the correct implementation of the GSC data tracking.
7. *Blog.seoswarm.ai Platform Subscription*: Monthly subscription to the [blog.seoswarm.ai](https://blog.seoswarm.ai) blog management platform (valued at £35/month) providing the Client with access for up to 1 user to manage, edit, and publish blog content through [blog.seoswarm.ai](https://blog.seoswarm.ai).

### **Client Requirements and Dependencies:**

For successful project delivery, the Client must provide:

- Google Search Console access (or verification assistance during strategy call)
- Website administrator access (for blog integration)
- Timely responses to strategy calls and content reviews (if applicable)

**Note:** Project timelines assume Client provides required access within 2 business days of request. Delays in providing access may extend project delivery dates.

### **Platform Subscription Service**

This Statement of Work includes Month 1 of the [Blog.seoswarm.ai](https://blog.seoswarm.ai) Platform Subscription (£35 value). The subscription will be paid and commence upon blog activation, not at contract signing.

Note: Platform subscription continues monthly at £35 until cancelled by either party per Contract for Services clause 2.6.2. Subsequent months will auto-renew via Stripe. By providing payment details via Stripe, Client authorises automatic monthly charges. The Client may cancel anytime, with cancellation effective at the end of the current paid period.

### Platform Access and Ongoing Requirements

The blog functionality requires active platform subscription (£35/month after month 1) to keep the servers running. Upon cancellation:

- Blog pages will no longer be accessible via your domain
- We provide HTML exports of all content
- You can restore content using alternative hosting solutions

Content Backup: HTML files of all articles will be provided upon completion of each batch for your records and potential future migration.

The Client is responsible for maintaining the security of their platform access credentials.

Deliverables Table

<b>Deliverable</b>	<b>Total Quantity</b>	<b>Content Review Period (Business Days)</b>	<b>Intellectual Property Rights Modifications to Final Deliverables</b>	<b>Attributions</b>
SEO Article - SD	10	10	Notwithstanding clause 7.1, all IP rights in SEO Articles are assigned to Client upon payment.	N/A
SEO Article - SS	100	10	Notwithstanding clause 7.1, all IP rights in SEO Articles are assigned to Client upon payment.	N/A
Content Calendar	1	5	N/A	N/A

Milestones Table

<b>Milestone</b>	<b>Type</b>	<b>Details of Deliverable(s)/ Services to be provided and Method of Delivery</b>	<b>Price</b>
SEOSwarm Setup and Launch	Advance (payment required upfront)	<p>Services:</p> <ul style="list-style-type: none"> <li>• SEOSwarm Setup</li> <li>• SEO Data Tracking Setup</li> </ul> <p>Deliverables:</p> <ul style="list-style-type: none"> <li>• 10x SEO Article – SD</li> <li>• 100x SEO Article – SS</li> <li>• Content Calendar</li> </ul> <p>Method:</p> <ul style="list-style-type: none"> <li>• SEOSwarm Setup <ul style="list-style-type: none"> <li>○ The Client will be notified by email of the completion of this task.</li> </ul> </li> <li>• SEO Article - SD <ul style="list-style-type: none"> <li>○ Published directly to the Client's website (<a href="https://woodrowscientific.com/">https://woodrowscientific.com/</a>)</li> <li>○ Key SEO Article information will be provided to the client through the Content Calendar (ws_cc_00001). SEO Articles will be tagged as "SD-00001"</li> </ul> </li> </ul>	£4,300

		<ul style="list-style-type: none"> <li>○ HTML files of the Article content provided via email upon completion of each batch</li> <li>• SEO Article - SS <ul style="list-style-type: none"> <li>○ Published directly to the Client's website (<a href="https://woodrowscientific.com/">https://woodrowscientific.com/</a>)</li> <li>○ Key SEO Article information will be provided to the client through the Content Calendar (ws_cc_00001). SEO Articles will be tagged as "SS-00001"</li> <li>○ HTML files of the Article 'Content' provided via email upon completion of each batch</li> </ul> </li> </ul>	
Blog.seowarm.ai Platform Subscription	Recurring (payment required upon blog activation)	Service <ul style="list-style-type: none"> <li>• Blog.seowarm.ai Platform Subscription</li> </ul>	£35

The Parties agree and intend to be bound by this Statement of Work.

The Client: Woodrow Scientific Limited

Name: \_\_\_\_\_

Role: \_\_\_\_\_

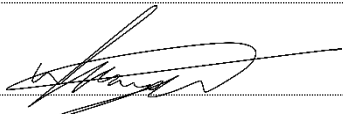
Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

The Company: Precision AI Marketing Ltd

Name: Wil Flanagan

Role: Company Director

Signed: 

Dated: 04/09/2025