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Service Agreement

This Agreement is made and entered into on 25/10/2024 (‘Commencement Date’), by and between:

1. **Verbaflo Limited**, a company incorporated under the laws of the United Kingdom with its registered office at Arquen House, 4-6 Spicer Street, St. Albans ,England AL34PQ (hereinafter referred to as “VerbaFlo”),
2. **Londonist DMC Ltd** of 5 Great James Street, London, WC1N 3DB, (hereinafter referred to as “Client”).

WHEREAS:

- VerbaFlo specializes in providing AI-powered lead generation and communication services using omnichannel modalities;
- The Client wishes to engage VerbaFlo to perform lead generation services with the possibility of conversion services, under the terms and conditions set out below;

NOW, THEREFORE, the parties agree as follows:

Definitions

The following terms shall have the designated meanings:

- **"Services"** refers to the lead generation and conversion activities, including all communication modalities such as Voice, Email, WhatsApp Messaging, and Web Chat.
- **"Client"** refers to Londonist DMC Ltd.
- **"Confidential Information"** includes any proprietary information exchanged between the parties during this Agreement.
- **"Lead"** refers to potential customer contact details or related information generated or used during the Services.

1. Scope of Services

1.1 Lead Generation Services VerbaFlo will provide lead generation services including identifying, qualifying, and nurturing leads using:

- Voice (Outbound and Inbound Calls)
- Email
- WhatsApp Messaging
- Web Chat

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1.2 Conversion Services Optional services to convert qualified leads into paying customers, including follow-ups and nurturing sequences, will be provided as agreed with the Client.

1.3 Additional Services Customized services based on the Client's unique campaigns may be offered, such as customer re-engagement or lead reactivation campaigns.

2. Pricing and Tiered Structure

2.1 Modalities and Pricing

Modality	Price per Unit
Voice (Outbound/Inbound)	£0.648 per minute
Email	£0.081 per mail
WhatsApp Messaging	£0.225 per interaction
Web Chat	£0.135 per interaction

2.2 Tiered Pricing Structure

Tier	Leads per Month	Voice	Email	WhatsApp	Web Chat
Tier 1	Up to 1,000	£0.65	£0.08	£0.23	£0.14
Tier 2	1,001 to 5,000	£0.61	£0.07	£0.21	£0.12
Tier 3	5,001 to 10,000	£0.59	£0.06	£0.19	£0.11
Tier 4	Above 10,000	Custom	Custom	Custom	Custom

2.3 Optional Conversion Services An additional cost of £45 per successful conversion is applicable.

3. Payment Terms

Payments are due within 14 days of invoice receipt, exclusive of VAT, which will be added where applicable. Late payments attract a penalty of 4% per annum.

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4. Term and Termination

4.1 Duration: This Agreement shall commence on the Commencement Date and continue in effect for an initial term of 12 months unless terminated earlier under the provisions of this section.

4.2 Termination for Convenience: Either party may terminate this Agreement at any time by providing the other party with 60 days' written notice.

4.3 Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days of written notification.

5. Confidentiality and Data Sharing

5.1 Both parties acknowledge that during the course of this Agreement, each party may have access to confidential information of the other party. Both parties agree to treat such information with the utmost confidentiality and not to disclose it to any third party without prior written consent.

5.2 The obligation of confidentiality will survive the termination or expiration of this Agreement.

5.3 VerbaFlo shall not transfer, disclose, or share Londonist's data with any third party or outside the UK without Londonist's prior written approval and only if the transfer complies with UK GDPR requirements.

5.4 VerbaFlo acknowledges that any breach of this clause may cause irreparable harm to Londonist and agrees to indemnify Londonist against any and all losses, damages, or claims arising from such breach, including any regulatory fines or penalties associated with non-compliance with UK GDPR.

5.5 The obligation of confidentiality, including the obligation to protect and secure any data shared in accordance with UK GDPR rules, will survive the termination or expiration of this Agreement.

6. Intellectual Property Rights

6.1 All intellectual property rights developed in connection with the services provided under this Agreement will remain the property of VerbaFlo.

6.2 The Client is granted a non-exclusive, royalty-free licence to use VerbaFlo's deliverables solely for internal business purposes.

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7. Indemnity

7.1 VerbaFlo shall fully indemnify, defend, and hold harmless Londonist, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable legal fees and expenses) arising out of or in connection with any breach of this Agreement, any act or omission of VerbaFlo, or any negligence, misconduct, or breach of duty by VerbaFlo or its representatives.

7.2 VerbaFlo's indemnification obligations extend to all direct, indirect, consequential, incidental, special, or punitive damages incurred by Londonist, regardless of whether such damages were foreseeable or whether they arise from tort (including negligence), breach of contract, or otherwise.

8. Liability and Client Responsibilities

8.1 Limitation of Liability: VerbaFlo shall not be liable for any loss, damage, or penalty as a result of any inaccuracies or omissions in the information provided by the Client that are used directly in the execution of the Services. The Services delivered by VerbaFlo, including any actions taken by VerbaFlo's bots, agents, or LLMs, are dependent on the accuracy and completeness of the information provided by the Client. VerbaFlo disclaims all liability arising from any errors or discrepancies in such information.

8.2 No Liability for Third-Party Actions: VerbaFlo shall not be liable for any claims, damages, or liabilities arising from the use of any information, data, or results of the Services by third parties. The Client agrees to indemnify VerbaFlo against any losses, damages, or claims arising from third-party actions that result from the Client's use of the Services.

8.3 General Cap on Liability: Notwithstanding any other provision of this Agreement, VerbaFlo's total liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client to VerbaFlo under this Agreement for the Services that are the subject of the claim.

8.4 Client Information: The Client is responsible for providing timely, accurate information necessary for the proper execution of Services and is solely responsible for its veracity.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law, and the courts of England and Wales shall have exclusive jurisdiction.

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10. Dispute Resolution

Disputes will first be attempted to be resolved through director-level negotiations within 30 days of notification.

11. Miscellaneous

11.1 Amendments: This Agreement may be amended only in writing.

11.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, discussions, and understandings.

11.3 Force Majeure: Neither party shall be liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

For Verbaflo Limited:
Name: Sayantan Biswas
Signature:



Title: CEO/Director

For Londonist DMC Ltd:
Name:
Signature:

Title: Director