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 6th Floor, Amp House, Dingwall Road, CR0 2LX (hereinafter referred to as "VerbaFlo"), and
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:

1. Scope of Services

1.1 **Lead Generation Services**
VerbaFlo agrees to provide lead generation services including, but not limited to, identifying, qualifying, and nurturing leads for the Client through the following communication modalities:

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

1.2 **Conversion Services**
VerbaFlo will provide optional services for helping convert qualified leads into paying customers. Conversion efforts include additional follow-ups and nurturing sequences as agreed with the Client.

1.3 **Additional Services**
VerbaFlo may offer customized services based on the Client's unique campaigns, such as specific customer re-engagement or lead reactivation campaigns.

2. Pricing and Tiered Structure

2.1 **Modalities and Pricing**
The Client agrees to pay VerbaFlo for each communication modality used as part of the lead generation process, according to the following adjusted rates:

- Voice (Outbound/Inbound): £0.648 per minute (previously £0.72)
- Email (Mail): £0.081 per mail (previously £0.09)

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- WhatsApp Messaging: £0.225 per interaction (previously £0.25)
- Web Chat: £0.135 per interaction (previously £0.15)

2.2 **Tiered Pricing Structure**
Lead generation efforts are divided into tiers based on the total number of interactions. The pricing for each tier is as follows:

- **Tier 1:** Up to 1,000 Leads per Month
- Voice: £0.648 per minute
- Email: £0.081 per mail
- WhatsApp: £0.225 per interaction
- Web Chat: £0.135 per interaction
- **Tier 2:** 1,001 to 5,000 Leads per Month
- Voice: £0.612 per minute (previously £0.68)
- Email: £0.072 per mail (previously £0.08)
- WhatsApp: £0.207 per interaction (previously £0.23)
- Web Chat: £0.117 per interaction (previously £0.13)
- **Tier 3:** 5,001 to 10,000 Leads per Month
- Voice: £0.585 per minute (previously £0.65)
- Email: £0.063 per mail (previously £0.07)
- WhatsApp: £0.189 per interaction (previously £0.21)
- Web Chat: £0.108 per interaction (previously £0.12)
- **Tier 4:** Above 10,000 Leads per Month
- Custom pricing to be negotiated based on campaign specifics.

2.3 **Optional Conversion Services**
Should the Client wish to engage VerbaFlo for conversion services, an additional cost of £45 per successful conversion will apply (previously £50). Conversion is defined as a lead converting into a paying customer.

3. Payment Terms

3.1 The Client agrees to pay VerbaFlo on a monthly basis for the services rendered under this Agreement. Payments are due within 14 days of receipt of invoice.

3.2 All fees are exclusive of VAT, which will be added where applicable.

3.3 Late payments will be subject to a penalty of 4% per annum on the overdue amount.

3.4 There shall be no minimum work requirement or obligation for Londonist to assign to VerbaFlo for any specific volume or scope of services during the contract period or otherwise.

4. Term and Termination

4.1 This Agreement is effective from Commencement Date and shall continue for an initial period of 12 months.

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4.2 Either party may terminate this Agreement at any time by providing 60 days' written notice without cause. Upon termination, the Client shall remain liable for any services rendered prior to the effective date of termination.

4.3 Either party may terminate the Agreement for cause if the other party breaches any material term and fails to remedy such breach within 30 days of receiving written notice.

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.

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.

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8. 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.

9. Dispute Resolution

Any disputes arising under this Agreement will first be attempted to be resolved through good faith negotiations between the parties at a director level no more than 30 days upon initial notification.

10. Miscellaneous

10.1 **Amendments:** This Agreement may be amended only in writing.

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

10.3 **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 hereto have executed this Agreement as of the date first above written.

For VerbaFlo Limited:
Name:
Signature:
Director

For Londonist:
Name:
Signature:
Director

Deleted: 7.1 VerbaFlo's liability under this Agreement is limited to the fees paid by the Client in the 12-month period preceding the claim.¶
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7.2 In no event will either party be liable for indirect, consequential, or incidental damages arising out of or in connection with this Agreement.¶

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Deleted: 8.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.¶

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