



Design Agreement

Nº XX

Project /Work: *Project Description goes here*

Date of Project: *Timeline of project goes here
(approximately, for the initial agreed work. Response time, late feedback and time taken to approve project tasks are not calculated in the above timeline.)*

Project Budget: *Estimated range of project cost*

Minimum Fee: *Base price goes here
(For the initial agreed work. 30 working hours dedicated to revisions, are included. Time spent on revisions beyond the 30 hours will be charged with €50/hour)*

Client: *Client name (client email) on
behalf of Company (if represents a company)*

Designer: *Designer name (designer email) on
behalf of QuarkCo Ltd*

Date: *Date of sign of the agreement*

This agreement (the "Agreement") is made on "Date" by and between the "Client" and the "Designer." In consideration of the mutual agreement made herein, both parties agree as follows:

Work: The Designer agrees to produce project materials or code (the "Work") at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Designer agrees that he will be the sole author of the Work, which will be original work and free of plagiarism. Designer will cooperate with Client in editing and otherwise reviewing the Work prior to completion and /or launch.

Intellectual Property: Upon completion of the "Work" and conditioned upon full payment of all fees and costs . The Designer hereby grants to the Client an exclusive, irrevocable, perpetual, transferrable, worldwide, unlimited and royalty-free license to use at Client's free discretion all Concepts and Work developed by Designer and paid by the Client (hereafter "work products") and realized in agreement with the Client in respect to the Project. The Designer agrees that the Client itself or while involving third parties can change or redesign the work product in an arbitrary manner and also permits the Client to transfer the right to exploitation to third parties, including the right to changing the result of the development. Upon inquiry the Designer consigns and assigns to the Client all documents, layout-data, and information which are required for the exploitation, change or redesign of the result of the development by the Client to enable the carrying out of the above mentioned rights on termination and/or completion of the result of the development. Royalty fees for the use of any intellectual property contained in the work products are included in the payment which will be made by the Client regarding the respective project. Client is not obliged to include a notice in the work saying "©[Designer's Name]".

Content and Third Party Materials

All materials, information, photography, trademarks, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the project /work. (hereafter "Client Content") shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, and modify the Client Content solely in connection with Designer's performance of the Designer's Services and the production of the Project/ Work. All Third Party Materials are the exclusive property of their respective owners. The Client represents to the Designer and unconditionally guarantees that any copyright material - including but not limited to : all pre-existing trademarks, elements of

text, graphics, photos, designs or other artwork furnished to the Designer for inclusion in the project/ work are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Designer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Designer has the right to suggest or use Third Party Materials that may be required to perform the Design Services or otherwise integrated into the Project/ Work. Under such circumstances, Designer shall inform the Client of any need of purchase or license the Third Party Materials

Confidentiality: Designer acknowledges that he may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Designer agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. The duty to observe confidentiality shall apply from the point of first contact and remain in force even after completion of the brand contract, as far as this is necessary for the protection of legitimate interests of the Client.

Designer can use Client name as a reference in Designer's website and could also link to Client's webpage. Designer is allowed to display Client's material or final work on his website. Designer is also allowed to display [Client/ Company] logo on his website or marketing material as a reference.

Compensation: Client agrees to pay Designer 50% of the total project cost before any services are provided, and the remaining 50% is to be paid before any workable files are delivered. If the parameters of the Work change, or if it involves more time than estimated, Designer will inform Client and they can renegotiate the Work's cost. Designer is responsible for the payment of all federal, state, and/or local taxes with respect to the services he performs for the client as an independent contractor. The Client will not treat Designer as an employee for any purpose.

Client Approval: Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. Marketing purposes, presentations, printing, etc.) Designer is not responsible for errors occurring in this work related or caused by third-party services or providers (e.g. Software updates, coding languages updates, printing issues, etc.), Designer is not responsible for the success or failure of your business decisions relating to this Work, in general Designer is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

Cancellation: Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred.

Acceptance of Terms: Client promises to pay for the services rendered by Designer for the Work as agreed upon. By signing below, Client agrees they have read, understood, and are considered legally bonded to these terms.

The Designer

The Client

Full Name

Full Name

Company & Address

Company & Address

Signature

Signature