

Contract Governing the Procurement of Design Services

Please fill out at your PC, print, sign and fax at +49 (30) 7001 4311 56. Or scan in and send by e-mail to mail@logomarket.com

between

▶
Logomarket.com
Halil Tokluoglu
Titiseestr. 41
13469 Berlin
Germany

hereinafter referred to as “Broker” and

Company Name

Your Name

Street

ZIP / City

Country

Phone

Fax

Website

E-Mail Address

Date of Birth

VAT-ID

hereinafter referred to as “Designer”

Logomarket.com

Halil Tokluoglu
Titiseestr. 41
13469 Berlin
Germany

Fon +49 (30) 2654 1190
Fax +49 (30) 7001 4311 56
www.logomarket.com
mail@logomarket.com

1. Subject Matter of the Contract

The Broker shall, for a commission, broker contracts for the execution, sale and use of design services, in particular Logos (hereinafter referred to as "Contract to Use") to interested clients in the name and for the account of the Designer.

The Broker is not a vicarious agent or officer of the Designer. The Designer is neither an employee nor a freelance colleague of the Broker.

2. Adoption of the brokered Contract of Use

The Contract of Use itself comes into being between the Designer and the client. The contract is concluded through the Designer's offer of a contract, which is available with the provision of the logo on the website Logomarket.com and the adoption of the contract by the client by clicking on the relevant acceptance field subject to agreeing to the terms and conditions of the Contract of Use published on the Website. The Broker shall be automatically informed by the client about the conclusion of a contract between the Designer and the client when the acceptance fields on the website are clicked.

The Designer can only reject a Contract of Use brokered by the Broker for serious reasons. Serious reasons are, in particular, a lack of respectability or creditworthiness on the part of the client and the client's intention to use the logo for purposes that offend public morals or contravene the laws in force.

3. Rights and Duties of the Broker

The Broker presents the designs, i.e. logos, left with him by the Designer for the purpose of charging a fee for their use by customers, on the Logomarket.com website and then offers to broker a contract for their purchase or exclusive right of use to third parties.

For the purpose of fulfilling the Contract of Use, the Broker shall hand over to the Designer all the information concerning the design, i.e. Logo Order Number and all the identity information left with Logomarket.com by the client, to the extent this is legally permissible.

The Broker is entitled to exclude logos from a presentation on Logomarket.com without giving reasons.

4. Rights and Duties of the Designer

The Designer shall hand over to the Broker at least one logo for presentation on the Logomarket.com website. For every Logo, he shall specify for the Broker the sum he desires in compensation for use, which shall be divisible by 50. The Designer shall provide all logos in the following format:

- JPG file;
- Resolution of 72 dpi, landscape format 550 x 400 pixels, RGB color profile, size max. 20KB;
- The logo is released on a white background.

The Designer shall also provide a brief description in English, each with a maximum of 400 characters and a B/W photo in 72 x 100-pixel format as a JPG file.

The designer pays uniquely an overall registration fee of net € 75.00. Having signed the contract the designer receives an appropriate invoice. Until payment Logomarket.com is not committed to set the designer and its logos at Logomarket.com on-line.

For each brokered contract for production or use, i.e. each logo handed over for use, the Designer shall pay the Broker a commission of 50 % of the agreed purchase price or fee for use, but **not more than a maximum of € 100.00/logo**. The commission is due on receipt of payment of the fee agreed between the Designer and the client on conclusion of the contract (see Paragraph 2). Subsequent fees for alterations or adaptations and further jobs are not liable to a commission.

▶ 5. Warranties given by the Designer

The Designer warrants:

- that he is the personal author of all the logos supplied to the Broker for presentation on Logomarket.com and has the unrestricted and exclusive right of use in respect thereof - even insofar as they relate to the work and rights of third parties;
- that the presentation and sale or provision to clients of the rights of use do not contravene third-party rights and, to that extent, he shall keep the Broker free from all claims by third parties,
- that he guarantees the merchantability of his logos for the period of their presentation on Logomarket.com and shall not sell them directly to interested parties gained through Logomarket.com by circumventing Logomarket.com. The Designer is free to sell to clients gained by other means and these sales are not liable to commission. He must inform Logomarket.com of this immediately and remove or have the logos in question removed from the offer. Otherwise he shall be liable to pay the commission as a lump sum in damages.
- that in all the contracts of use brokered by the Broker, he transfers the exclusive rights of use, unrestricted in space or time in all types of use. The Designer shall confirm this to the client on the basis of the Contract for Use,
- that he shall treat as confidential all knowledge, in particular information left by the client relating to the desired design (e.g. Logo Order Number) and all personal identity information as defined by the laws in force - particularly for Data Protection.

6. Payment Method

The commission for brokerage shall be paid quarterly on presentation of an invoice.

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7. Broker's Liability

The Broker's liability is limited exclusively to his brokerage activity. As part thereof, the Broker is only liable for malice and gross negligence. This also applies to damage caused by one of the Broker's vicarious agents or managers.

Furthermore, the Broker's liability is limited to the agreed commission for each claim.

Further, the Broker is not liable for the creation of the Contract of Use between the Designer and the client. The Broker is also not liable for the correctness of the content of the client data and desires handed over. In particular, the Broker is not liable for consequences arising from conclusion of the Contract of Use itself and especially not for payment of the fee for use by the client to the Designer.

8. Duration of Contract

This brokerage contract is entered into for an unlimited period. Both parties may terminate the contract by giving a 1-month period of notice at the end of the month. The contract must be terminated in writing.

Both contracting parties can terminate the contractual relationship for significant cause. For the Broker, a significant cause exists in particular, if the Designer does not publish the conclusion of the contract in the proper way or does not comply with his warranties.

9. Data Storage

The Designer expressly agrees that the data needed for brokerage (e.g. his name, Christian Name, address, telephone and fax numbers), may be stored by the Broker and passed on to potential clients.

10. Sundry Provisions

No verbal subsidiary agreements have been reached. Amendments and supplements to this contract must take written form to be valid. This also applies to the requirement to waive written form.

Should a provision in this contract be wholly or partially invalid in law, this shall not affect the validity of the remaining contract provisions. The contracting parties shall agree a replacement provision approximating most closely the intended purpose of this invalid provision.

11. Venue


The venue for all disputes arising from this agreement is Berlin. In addition, the law of the Federal Republic of Germany applies.

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Berlin, the 13.03.2008



Halil Tokluoglu (Broker)

▶

Place: Date:

(Signature Designer)

Logomarket.com

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