

Service Agreement

The purpose of this Service Agreement is to establish the terms and conditions under which [Client's Name], hereinafter referred to as the "Client," engages BragencyX, hereinafter referred to as the "Agency," for the provision of comprehensive branding services. The goal of this agreement is to outline the scope of work, responsibilities, compensation, intellectual property rights, confidentiality, and other pertinent aspects to ensure a clear understanding between the Client and the Agency regarding the branding project. This Agreement aims to facilitate a mutually beneficial and professional working relationship, enabling the Agency to deliver high-quality branding services that meet the Client's objectives and expectations while safeguarding both parties' interests.

1. Scope of Work: The Client is hiring the Agency to do the following activities detailed in Appendix A: [insert name of activities].

The Agency will collaborate closely with the Client to ensure that the brand's essence, values, and messaging are effectively communicated across all design elements. Throughout the engagement, the Agency will conduct market research, create design concepts, refine chosen elements based on Client feedback, and develop a comprehensive brand strategy. The resulting brand identity will be meticulously applied to various marketing collateral, both digital and print, to ensure consistency and a unified brand presence. The Agency's role will encompass project management, communication, and creative execution, resulting in a comprehensive and cohesive brand identity that aligns with the Client's vision and goals.

2. Project Timeline: The Agency will begin work on [date] and will continue until the work is complete and is in satisfaction with the Client. The Agency and Client will agree that the entirety of the project must be completed by [date]. It is understood that minor adjustments may be necessary to accommodate unforeseen circumstances or to accommodate Client feedback. Clear communication and collaboration will be maintained to ensure the project's successful and timely completion.

3. Compensation and Payment Terms: In consideration for the branding services provided by the Agency, the Client agrees to remit payment according to the following terms:

3.1 Initial Deposit:

Upon execution of this Agreement, the Client shall submit an initial deposit of \$50 or 20% of the total project cost, whichever is applicable. This deposit secures both the Client's and Agency's commitment and resources for the project.

3.2 Final Payment:

The final payment, constituting the remaining balance of the total project cost, shall be due upon completion of all project deliverables and the Client's approval of the final branding materials. The Agency will issue a final invoice for this payment. The payment shall be due within 30 days of the date the invoice was issued to the Client.

3.3 Late Payments:

In the event of late payments, the Agency reserves the right to impose a late payment fee of \$50 or 20% of the outstanding balance, compounded monthly until the payment is received in full.

3.4 Expenses:

Any out-of-pocket expenses incurred by the Agency during the course of the project, such as third-party services or materials, shall be reimbursed by the Client. Such expenses will be included in the final payment amount, and will be communicated and agreed upon in advance of the payment date.

3.5 Currency and Method of Payment:

All payments shall be made in US Dollars and through PayPal, Venmo, bank transfer, or Stripe as specified by the Agency. The Client shall bear any transaction fees associated with the chosen payment method.

4. Intellectual Property: As part of this job, the Agency is creating a "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions,

patents, code, and anything else that the Agency works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Agreement or after. The Agency hereby gives the Client this work product once the Client pays for it in full. This means the Designer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

5. Confidentiality and Non-Disclosure: Both Parties shall treat all project-related information and materials as strictly confidential. The Client agrees not to disclose any confidential information of the Agency, and the Agency agrees not to disclose any confidential information of the Client, unless required by law or with the other party's written consent.

6. Client's Responsibilities: The Client is responsible for timely and effective collaboration throughout the branding project. This includes providing necessary materials, giving prompt feedback and approvals, designating a project contact, adhering to brand guidelines, and ensuring on-time payments. By fulfilling these responsibilities, the Client contributes to the smooth progress of the project and the successful achievement of the desired brand identity.

7. Agency's Responsibilities: The Agency is committed to delivering comprehensive branding services that align with the Client's vision. This encompasses brand strategy development, logo and visual identity design, collateral creation, and website branding integration. The Agency will maintain open communication, adhere to the project timeline, provide professional guidance, and ensure the creation of a cohesive and impactful brand identity that resonates with the target audience.

8. Revisions and Changes: The Client understands that minor revisions to the branding materials are a normal part of the creative process. The Agency will provide the Client with opportunities for feedback and adjustments at key project milestones. The Client shall consolidate their feedback into clear and comprehensive instructions to facilitate efficient revisions.

Substantive changes, alterations to the project scope, or requests for additional work beyond the originally agreed-upon scope may result in adjustments to the project timeline and compensation. The Agency will communicate any potential impact on the project and seek mutual agreement before proceeding with significant changes.

Both Parties are committed to collaborative communication and constructive feedback to ensure the branding project's successful outcome while maintaining project integrity and timeline considerations.

9. Termination: Either party reserves the right to terminate this Agreement in the event of a material breach by the other party. Termination shall be communicated in writing, specifying the grounds for termination and providing a reasonable notice period to allow for resolution.

Upon termination, the Client shall compensate the Agency for all work completed up to the termination date, including any reimbursable expenses incurred on the Client's behalf. The payment shall be due within 30 days of the termination date, and late payments maintain the same terms in section 3.3.

The termination of this Agreement shall not relieve either party from any obligations accrued prior to termination, including but not limited to confidentiality and payment obligations. The Agency will maintain intellectual property rights of any works that have been completed but not paid for by the Client. The Client will gain intellectual property only for completed works that the Client paid for.

In cases where either party wishes to terminate the Agreement due to extenuating circumstances or unforeseen events, both Parties will engage in good faith discussions to explore options and mitigate any potential adverse impact on the project and the parties involved.

10. Warranties and Representations: The Agency warrants and represents that the branding services provided under this Agreement will be performed in a professional and skillful manner, consistent with industry standards. The Agency further represents that it possesses the necessary expertise and qualifications to deliver the agreed-upon services.

The Client warrants and represents that it has the legal right and authority to engage the Agency for the branding services outlined in this Agreement, including the use of any pre-existing intellectual property provided to the Agency.

Both Parties acknowledge that while the Agency will make reasonable efforts to ensure the quality and accuracy of the branding materials, creative and subjective elements are inherent to the design process. As such, the Client's satisfaction with the final deliverables may vary.

This section does not limit any other warranties or representations made elsewhere in this Agreement.

11. Indemnification: The Client agrees to defend, indemnify, and hold harmless the Agency and its agents, employees, and subcontractors from and against any claims, demands, liabilities, expenses, damages, or losses arising out of or in connection with the Client's use of the branding materials or any alleged breach of intellectual property rights, including but not limited to trademark, copyright, or patent infringements.

The Agency agrees to defend, indemnify, and hold harmless the Client and its agents, employees, and subcontractors from and against any claims, demands, liabilities, expenses, damages, or losses arising out of or in connection with any alleged breach of intellectual property rights related to the original works created by the Agency for the branding project.

This indemnification obligation is contingent upon the indemnified party promptly notifying the indemnifying party of any claim and providing reasonable assistance and cooperation in the defense of such claim. The indemnifying party shall have the right to control the defense and settlement of any claim.

This section sets forth the Parties' entire indemnification obligations under this Agreement and shall survive the termination or expiration of this Agreement.

12. Limitation of Liability: To the fullest extent permitted by law, neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits, business interruption, or loss of data, arising out of or in connection with this Agreement or the provision of branding services, even if advised of the possibility of such damages.

The maximum liability of either party under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total compensation paid by the Client to the Agency under this Agreement for the specific branding services that gave rise to the claim.

This limitation of liability applies to all claims, whether based on warranty, contract, statute, tort (including negligence), or any other legal theory. The parties acknowledge and agree that this section fairly allocates the risks between the parties, taking into account the fees and charges under this Agreement.

This limitation of liability shall survive the termination or expiration of this Agreement.

13. Force Majeure: Neither party shall be liable for any failure or delay in the performance of any obligation under this Agreement if such failure or delay is due to causes beyond their reasonable control, including, but not limited to, acts of God, natural disasters, acts of government, war, terrorism, civil unrest, labor strikes, power outages, or other unforeseeable events (each, a "Force Majeure Event").

The party affected by the Force Majeure Event shall promptly notify the other party in writing of the circumstances causing the delay or non-performance and shall use reasonable efforts to resume performance as soon as practicable.

If a Force Majeure Event continues for a period of [Time Period], either party may elect to terminate this Agreement without penalty or liability by providing written notice to the other party.

In the event of a Force Majeure Event, any payment obligations or deadlines affected by such event shall be extended for a period of time equal to the duration of the Force Majeure Event.

This section sets forth the parties' understanding with respect to Force Majeure Events and shall prevail notwithstanding any conflicting provision in this Agreement.

14. Dispute Resolution: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, its breach, termination, or validity (a "Dispute"), the parties shall make good faith efforts to resolve the Dispute amicably through direct negotiations.

If the parties are unable to resolve the Dispute through negotiations within [Time Period], the parties agree to participate in mediation conducted by a neutral third party mediator mutually selected by both parties. Mediation shall be conducted in accordance with the rules of [Mediation Organization].

If mediation is unsuccessful in resolving the Dispute within [Time Period], the parties agree that the Dispute shall be settled by arbitration in accordance with the rules of [Arbitration Organization]. The arbitration shall take place in [City, State/Country] and shall be conducted by a single arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

This Dispute Resolution section does not preclude either party from seeking injunctive relief or other provisional remedies in a court of competent jurisdiction to prevent irreparable harm pending the resolution of the Dispute.

This section sets forth the parties' understanding regarding the resolution of disputes and shall survive the termination or expiration of this Agreement.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the [Jurisdiction], without regard to its conflict of law principles.

Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be commenced exclusively in the state or federal courts located within the

[Jurisdiction], and each party hereby submits to the personal jurisdiction of such courts.

This section establishes the governing law for this Agreement and the exclusive jurisdiction for any legal proceedings related to this Agreement.

16. Entire Agreement: This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

By signing below, the parties acknowledge and agree to the terms and conditions set forth in this Agreement, representing the complete and exclusive agreement between them.

IN WITNESS WHEREOF, the parties hereto have executed this Branding Agency Service Agreement as of the Effective Date.

[Client's name]

Signature: _____

Date: _____

BragencyX

Signature: _____

Date: _____

By signing above, the parties acknowledge and agree to all terms and conditions outlined in this Agreement.

18. Appendices:

Appendix A: Services provided by the BragencyX include, but are not limited to:

A1. Brand Strategy Development:

- Conduct thorough market research and analysis to identify target audience and market trends.
- Define the brand's unique value proposition, positioning, and messaging.

- Develop a comprehensive brand strategy document outlining brand attributes, mission, vision, and core values.

A2. Logo and Visual Identity Design:

- Create multiple logo concepts reflecting the brand's essence and values.
- Refine the chosen logo concept based on Client's feedback.
- Develop a cohesive visual identity system, including color palette, typography, and design elements.

A3. Brand Collateral Design:

- Design various brand collateral materials, such as business cards, letterheads, envelopes, and presentation templates.
- Ensure consistency and alignment with the established visual identity.

A4. Brand Guidelines:

- Create detailed brand guidelines document outlining logo usage, color specifications, typography guidelines, and design rules.
- Provide clear instructions for maintaining brand consistency across all touchpoints.

A5. Marketing Materials:

- Design marketing materials, including brochures, flyers, posters, and digital assets, in line with the established brand identity.
- Tailor marketing materials to effectively communicate brand messaging and engage the target audience.

A6. Website Building:

- Collaborate with the Client to integrate the new brand identity into a website tailored for the client's business.
- Include all necessary and given details about the Client's business in the website.
- Refine the website design based on Client's feedback.
- Ensure a seamless and visually appealing online brand presence.

A7. Branding Consultation: Provide ongoing branding consultation to address any questions or concerns related to the brand strategy, visual identity, or implementation.

A8. Deliverables: The Agency will provide the following deliverables that can include, but are not limited to:

- Finalized brand strategy document.
- High-resolution logo files in various formats.
- Visual identity guidelines document.
- Designed brand collateral materials.

- Brand guidelines document.
- Designed marketing materials.
- Website design.

A9. Printing or Production:

- Printing physical collateral materials that include but are not limited to business cards, flyers, brochures, posters, and yard signs from third-party applications.
- Having items delivered to Client's chosen address directly from third-party applications or from BragencyX address.