



### **1. Ownership of Work Files**

1.1. All design work files, including but not limited to source files, project files, and any raw design materials created by Deft, shall remain the exclusive property of the studio.

1.2. The client shall not have any claim, rights, or interest in the work files, except as outlined in this agreement.

### **2. Usage Rights**

2.1. The client is granted a non-exclusive, perpetual, and worldwide license to use the final design work delivered by the studio, in accordance with the brand strategy guidelines provided.

2.2. The client may use the final design work for any purpose related to their brand identity, including but not limited to marketing, promotion, and internal use.

2.3. The client is responsible for ensuring that their use of the final design work does not infringe on the intellectual property rights of any third parties.

### **3. Modifications and Derivative Works**

3.1. The client may make modifications to the final design work, create derivative works or adapt the materials within the scope of the brand strategy guidelines.

3.2. Any modifications made by the client do not grant them ownership or control over the original work files, and the studio retains exclusive ownership of the work files.

### **4. Confidentiality**

4.1. Both the studio and the client agree to keep confidential all proprietary and sensitive information shared during the project, including design concepts, business strategies, and any other non-public information.

### **5. Payment**

5.1. The client shall pay the studio the agreed-upon fees for the design work in a timely manner, as outlined in the project proposal or invoice.

### **6. Termination**

6.1. In the event of project termination by the client, the studio shall retain ownership of the work files and is not obligated to deliver any unfinished or intermediate design materials.

### **7. Dispute Resolution**

7.1. Any disputes or disagreements shall be resolved through negotiation and, if necessary, arbitration in accordance with the laws of the jurisdiction specified in the agreement.

### **8. Amendments**

8.1. Any changes or modifications to this agreement must be made in writing and signed by both parties.

### **9. Governing Law**

9.1. This agreement shall be governed by and construed in accordance with the laws of the jurisdiction specified in the agreement.

By signing this agreement, both the brand identity studio and the client acknowledge and accept the terms and conditions outlined above.