

AGREEMENT

ON THE BROKERAGE OF SERVICES

22.10.2025

1.0 CONTRACTING PARTIES:

Between the Broker:

Melanie Fischer
Management Logoatelier.eu (a brand of PixelPoesie.at, UID-No: ATU77655636)
Bahnhofstraße 3, A-9560 Feldkirchen
Email: design@logoatelier.eu

and the Designer:

Name: _____

Company Name: _____

Address: _____

Email address: _____

VAT identification number: _____

Bank Account Details: (IBAN:) _____ (BIC:) _____

PayPal address: _____

the following agreement is concluded:

2.0 SUBJECT MATTER OF THE AGREEMENT

2.1 Rights and Obligations of LogoAtelier.eu (hereinafter referred to as the Broker)

The Broker offers the Designer its website as a platform free of charge to publicly offer the Designer's graphic designs (logos) for sale. The Broker offers the logo designs provided to it by the Designer for the purpose of paid use by the buyer on the LogoAtelier.eu website for sale.

The Broker reserves the right to exclude the Designer's designs from presentation on LogoAtelier.eu without stating reasons.

The sale of a logo is automatically visible on Logoatelier.eu; furthermore, the Designer will be informed by the Broker about the logo sale.

2.2. Rights and Obligations of the Designer

The Designer provides the Broker with their logo designs for presentation on the Logoatelier.eu website. The Designer uploads their logos to the LogoAtelier platform and observes the procedure described in Annex A.

The Designer warrants not to infringe any third-party rights, including in the choice of fonts used. The Designer undertakes to indemnify and hold the Broker harmless..

For presentation on Logoatelier.eu, the Designer shall create up to 10, but at least three MockUps with a width of 900 pixels and a file size preferably under 100 KB, to optimally present the logo on LogoAtelier.eu. The Designer shall not use MockUps that may not be used commercially.

The Designer has the right to publish the link to their logos **published on LogoAtelier** on their own pages (e.g., Instagram, Facebook, etc.).

After a logo sale and receipt of payment from the customer, the Designer shall, within 3 business days, change the company name and slogan according to customer request and provide the finalized logo in all offered file formats for download. (See Annex A)

The Designer shall arrange for a representative in case of absence (e.g., during vacation) to ensure the corresponding processing in the event of a logo sale.

3.0 LICENSE FEE

The Broker mediates logos for a license fee defined by the Designer, but at least 200 Euros and a maximum of 1,000 Euros (incl. VAT). If a logo provided by the Designer has been sold and paid for, the Designer will receive the license fee, less a brokerage commission of 100 Euros (plus VAT, if applicable) per sold logo.

The Designer shall, at the beginning of each month following the sale of a logo and receipt of payment from the customer, issue an invoice/fee note to:

PixelPoesie.at, Bahnhofstraße 3, A-9560 Feldkirchen, UID-No: ATU77655636

with a payment term of 30 days. The logo number(s) of the sold logo(s) must be specified in each case.

4.0 USAGE RIGHTS

The Designer confirms to be the author of all logos offered by them on the LogoAtelier.eu platform and to hold all usage rights thereto. The Designer warrants not to infringe any third-party rights.

Upon payment of the license fee by the customer, the usage rights are transferred to the customer. During the presentation on Logoatelier.eu, the Designer automatically and free of charge grants the Broker the exclusive, time- and spatially unlimited right of use for all legally permissible types of use, with the purpose of granting these usage rights to the customer after receipt of the license fee. After receipt of the license fee, Pixelpoesie.at grants the respective customer, at the agreed sales price, the exclusive, time- and spatially unlimited right of use for all legally permissible types of use.

The author of the logo agrees to this transfer of usage rights..

5.0 REPRESENTATIONS AND LIABILITIES OF THE DESIGNER

The Designer

warrants that for all designs submitted for presentation on LogoAtelier.eu, they are the author and can exclusively and unrestrictedly dispose of the exclusive, spatially and temporally unlimited usage rights in all types of use – including insofar as they concern the works and rights of third parties,,

warrants that the presentation on LogoAtelier.eu and a sale or the granting of usage rights to customers does not infringe any third-party rights and that the Designer shall indemnify and hold the Broker harmless from any third-party claims,,

warrants that for the logos provided on LogoAtelier.eu, salability is guaranteed and that their logos will **not be sold to other interested parties** bypassing LogoAtelier.eu.

is liable for intent and gross negligence. This also applies to damages caused by an auxiliary person or a senior employee of the Designer.

6.0 LIABILITY OF THE BROKER

The Broker is liable to the Designer for intent and gross negligence. This also applies to damages caused by an auxiliary person or a senior employee of the Broker. The liability of the Broker for an individual claim is limited to the amount of the agreed license fee.

The Broker is not liable for the accuracy of the customer data transmitted to it. In particular, the Broker is not liable for consequences arising from the conclusion of the usage agreement itself and not for the payment of the license fee by the customer.

7.0 TERM OF AGREEMENT

This agreement is concluded for an indefinite period and applies to all submitted logo designs. Both contracting parties may terminate this agreement with a notice period of 30 days. Termination must be in writing. Both contracting parties may terminate the contractual relationship at any time for good cause. Good cause for the Broker exists in particular if the Designer infringes copyright or usage rights or fails to comply with their representations. All logos of a Designer not sold by the time of termination will be deleted from the LogoAtelier.eu platform after termination.

The Broker has the right to pause LogoAtelier.eu at any time (e.g., for maintenance), to sell it, or to terminate/delete it.

8.0 MISCELLANEOUS

No verbal collateral agreements have been made. Amendments and supplements to this agreement require written form to be effective. This also applies to the waiver of the written form requirement.

9.0 SEVERABILITY CLAUSE

Should one or more of the above provisions be invalid, the effectiveness of the remaining provisions shall remain unaffected. This also applies if within a provision one part is ineffective, but another part is effective. The ineffective provision shall be replaced by the parties with a provision that comes closest to the economic interests of the contracting parties and does not contradict the other contractual agreements.

10.0 GOVERNING LAW AND JURISDICTION

The legal relationship between the Designer and the Broker shall be governed exclusively by Austrian law. The place of performance is the registered office of the Broker in Feldkirchen in Kärnten. The competent court for all disputes arising directly or indirectly between the Broker and the Designer shall be the court locally competent for the registered office of the Broker.

For LogoAtelier.eu:

Date: _____ Signature: _____

Melanie Fischer

Designer:

Name in block letters: _____

Date: _____ Signature: _____

ANNEX A

Procedure for Logo Sales on Logoatelier

1. The Designer registers on <https://logoatelier.eu/dashboard> as a Designer.
2. All logos offered for sale on Logoatelier.eu must be available as vector graphics. The Designer selects the file „Musterlogo Logoatelier.ai“ or „Musterlogo Logoatelier.eps“ for the creation of their logos and generates a JPG (JPEG) from it. (The background layer must remain visible as copy protection.) The sample logo can be downloaded here: <https://logoatelier.eu/als-designer-anmelden>
3. The Designer ensures that the respective original files are securely stored to be accessible in case of a sale.
4. For presentation on Logoatelier.eu, the Designer creates up to 10, but at least three MockUps as JPG (JPEG) files, with a width of 900 pixels and a file size of preferably under 100 KB, to optimally present the logo on LogoAtelier.eu.
5. **The Designer names their MockUps with at least five important search terms matching the logo, including the word „Logo“.** (E.g.: Logo Keyword1 Keyword2 Keyword3 Keyword4 Finished Logo buy Logoshop Logoatelier.jpg) This procedure is important for search engines. (The word „Logo“ + Keyword1 and Keyword2 are **defined as the title** in the Dashboard.)
6. The Designer uploads their logos intended for sale on Logoatelier.eu to the Dashboard, taking into account all points explained in Annex B.
7. Upon sale of a logo, the Designer is automatically informed by the Broker. The Designer is also informed about the receipt of payment.
8. The Designer shall, within **3 business days** after receipt of payment, change the **company name** and **slogan** according to customer request and provide the finalized logo in all offered file formats for download. (See: ANNEX B, Point 14.)
9. Other logo changes are not included in the price and can be separately agreed upon by the Designer with the customer and directly invoiced to the customer.
10. The Designer shall – provided a logo has been sold – monthly submit an invoice/ fee note to the Broker with a payment term of at least 30 days.

11. The Broker has 30 days to review the invoice/fee note. In case of incorrect invoices/fee notes, the Broker will respond accordingly and point out the error to the Designer.

ANNEX B

Dashboard Explanation: Uploading a Logo

1. TITLE: The title is very important, as it is particularly well found by search engines. The Designer uses at least 2 and a maximum of 3 words, with the word „Logo“ being present.

2. PERMALINK: Assigned by the Broker. No input necessary.

3. DOWNLOADABLE: The „Downloadable“ checkbox must be selected. This allows a sold logo to be independently downloaded by the customer from the Logoatelier.eu platform.

4. PRICE: The Designer selects the desired sales price, however, at least 200 Euros and a maximum of 1,000 Euros (incl. VAT). Please note: from the published sales price, only a brokerage commission of 100 € (plus 20% VAT, if applicable) will be deducted upon sale of a logo.

5. CATEGORY: The Designer selects a category that matches their logo. Other suitable categories can be chosen by Logoatelier.

6. TAGS: The Designer selects at least 10 relevant keywords/search terms/tags for the logo, whereby those search terms used for file naming should also be entered here. (Important for search engines)

7. SHORT DESCRIPTION: The Designer inserts the following in the short description: (in German)

Exklusives Logo: **das Logo wird nur einmal verkauft**

inkl. Namensänderung

inkl. zeitlich und räumlich uneingeschränktes Nutzungsrecht

inkl. Vektorgrafik

8. DESCRIPTION: The Designer inserts a description following the example of Logo No.: 002007 „Logo Enge Verbindung“. For questions, please contact us at any time.

9. SKU: The Designer receives numbers assigned by the Broker, which are reserved for the respective Designer and which they will use for their logo numbers (SKU). Unique logo numbers are very important. Therefore, only use the logo numbers assigned to the Designer in each case.

10. ENABLE PRODUCT STOCK MANAGEMENT: Select.

11. STOCK QUANTITY: Enter the number **1**. This is very important, as Logoatelier sells each logo only once. Every logo is exclusive!

12. ALLOW BACKORDERS: Select „Do not allow“.

13. ALLOW ONLY ONE QUANTITY OF THIS PRODUCT TO BE BOUGHT IN A SINGLE ORDER: It is essential to select this option! This is very important, as Logoatelier sells each logo only once. Every logo is exclusive!

14. DOWNLOADABLE OPTIONS: After a logo sale, the Designer uploads ALL offered file variants, e.g., AI, EPS, PSD, JPG, PNG (saved as a ZIP file). Under „File Name“, the Designer enters „Download the logo HERE“ or similar. Under „File URL“, please select the corresponding ZIP file..

Logoatelier will be automatically informed after saving this change and will release the ZIP file, which will then be automatically sent to the customer.

15. DOWNLOAD LIMIT: Please limit to 3. DOWNLOAD EXPIRY: Please enter the number 30. After 30 days, the download becomes invalid.

16. OTHER OPTIONS: Please proceed as follows: PRODUCT STATUS: Pending Review, VISIBILITY: Visible

17. PURCHASE NOTE: „Thank you for purchasing the logo“ or simply leave blank.

18. ENABLE PRODUCT REVIEWS: Please select.

For questions, please email design@logoatelier.eu!
Thank you

For better readability, the simultaneous use of masculine, feminine, and diverse (m/f/d) language forms is omitted. All personal designations apply equally to all genders..