

PLEASE COMPLETE AND FAX TO 905-895-2041 OR CALL 647-293-3782 FOR LIVE ASSISTANCE

This Service Agreement constitutes a binding commitment to the provision of the services detailed on this page and the Terms and Conditions of Service set forth on page two. Once signed, it may only be amended or dissolved if mutually agreed to in writing by WordSmith International and the Client.

EFFECTIVE SINCE: 05 / 04 / 2009

CLIENT BILLING INFORMATION

Person or Company: _____ Credit Card #: _____
 Address: _____ Expiry Date: / Type: Visa Mastercard AMEX
 City: _____ State: _____ Fax: _____
 Attention: _____ Country: _____ Zip Code: _____
 Telephone: _____ Email: _____ P.O. Box: _____

CLIENT NOTIFICATION / PROJECT MANAGEMENT INFORMATION

Person or Company: _____
 Address: _____
 City: _____ State: _____ Postal Code: _____
 Attention: _____ Email: _____
 Telephone: _____ Title: _____ Department: _____

LOGO DESIGN SERVICE OVERVIEW

Description	Check Applicable	Approximate Timeline	Price
Standard Logo Design w/ 5 Logo Concepts	<input type="checkbox"/>	3-5 Business Days	250 USD
Standard Logo Design + Stationary	<input type="checkbox"/>	5-7 Business Days	350 USD
Enhanced Logo Design w/ 7 Logo Concepts	<input type="checkbox"/>	5-7 Business Days	350 USD
Enhanced Logo Design + Stationary	<input type="checkbox"/>	7-9 Business Days	450 USD
Logo Competition w/ 30+ Logo Concepts	<input type="checkbox"/>	5-7 Business Days	500 USD
Logo Competition + Stationary	<input type="checkbox"/>	7-10 Business Days	600 USD

Please also download and complete our Logo Design Questionnaire and email it to logos@wordsmithinternational.com:

<http://www.wordsmithinternational.com/LogoDesignQuestionnaire.doc>

Refer to Page 2 for standard Terms and Conditions of Service

AGREED TO BY THE PARTIES

CLIENT _____ WORDSMITH INTERNATIONAL _____
 Company Name: _____
 Authorized Signature: _____ Authorized Signature: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

1. Introduction

All services are provided by Wordsmith International in accordance with these Terms and Conditions. The Client's signature on page one of this Service Agreement constitutes the Client's acceptance of the following as if printed on page one of this Agreement and above the Client's signature. Variations to these terms and conditions must be agreed to in writing by the Wordsmith International.

2. Rates

Prices are charged at the rate set forth on this agreement unless otherwise agreed to in writing by the Wordsmith International. Additional charges will be levied for applicable taxes as required by law.

3. Payment Terms

Unless otherwise agreed to in writing by the Wordsmith International, payment for work performed and/or services rendered shall be payable immediately upon the acceptance of Wordsmith International to provide the Logo Design Services requested by the client on the first page of this Agreement.

Wordsmith International shall be entitled without liability wholly or partially to suspend, deny, or cancel this Service Agreement should the Client fail to deliver payment for design services in the amount indicated beside the associated services requested.

4. Satisfaction Guarantee

If the Client is not satisfied with the final result of the Standard and Enhanced Logo Design Services provided by Wordsmith International, Wordsmith International will provide refund the full amount paid by the Client. This refund, however, will not be provided if one or more of the following apply: (a) Client has provided its acceptance of a logo design, (b) Client fails to communicate with Wordsmith International for thirty days or more after Client has engaged the Logo Design Services of Wordsmith International, (c) Client company should close, change its name, or undergo other changes that render the original project specifications inappropriate, and/or (d) the final delivery of your Client logo has taken place.

5. Copyright & Intellectual Property

All work that Wordsmith International undertakes for the Client is accepted on condition and understanding that the Client has legal title to any copyright, patent, design or other proprietary or personal rights involved and that the Client indemnifies the Wordsmith International for any loss, costs or expenses, howsoever caused from any breach of this undertaking.

All works developed by Wordsmith International are the intellectual property of Wordsmith International and/or its suppliers, until they are fully paid for by the Client. The Client may not hire another party to build on any works created for them by Wordsmith International until such time as full payment for completed services is rendered and partially completed works may not be used without the expressed consent of Wordsmith International in writing.

6. Legal and Ethical Matters

Wordsmith International shall not be required to carry out any task which, in the opinion of its agents, is or may be of an illegal, libellous, sexual, or slanderous nature, related to gambling or may infringe on the proprietary rights of a third party. Wordsmith International shall be indemnified by the Client for any claims, costs or expenses arising out of any such incidences and/or infringement of statutes or proprietary rights. This indemnity will extend to any amounts paid on a solicitor's advice in settlement of any claim.

7. Confidential Information

Whilst Wordsmith International shall use its reasonable endeavours to prevent disclosure of confidential information relating to the Client other than information in the public domain, otherwise than by a breach of these conditions and information already in the possession of the receiving party thereof and information obtained from a third party who is free to divulge same, Wordsmith International shall not be liable in any way whatsoever for such disclosure or the consequences thereof whether direct or indirect. Wordsmith International will consider, on a case by case basis, entering a separate confidentiality agreement with any customer.

8. Force Majeure

If Wordsmith International is in any way prevented or delayed in performing any of its obligations under these Terms and Conditions by reason of any cause beyond its control, Wordsmith International shall be in no way liable for such failure to perform its obligations under these terms and conditions or for any such delay.

9. Sub-contracting

Wordsmith International shall at its sole discretion be entitled to sub-contract the whole or any part of the work or services it agrees to provide.

10. Liability

The liability of Wordsmith International for any claim or claims for direct injury, loss or damage made by the Client against the Wordsmith International, whether in contract or in tort (including negligence on the part of its staff or agents) arising out of or in connection with any defect in the services provided or works produced, or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Service Agreement or the breach of a fundamental term thereof) of its staff or agents in the performance of the Service Agreement (including, without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited to the Service Agreement price. In no event will the Company liability for monetary damages under this agreement exceed the amount paid by The Client to the Company for its services.

Wordsmith International will not be liable for, or considered to be in breach of or in default, on account of any delay or failure to perform as anticipated by the parties.

Wordsmith International will not have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages in connection with this agreement, including, without limitation, damages relating to the loss of profits, income or goodwill, even if aware of the possibility of such damages.

No employee, representative, agent or officer of Wordsmith International shall be authorized to commit Wordsmith International to any admission of liability whatsoever and Wordsmith International shall not be bound by any such admission unless it is explicitly stated in writing and executed by an authorized agent of Wordsmith International.

Notwithstanding anything else contained in this Service Agreement, Wordsmith International shall not be liable to the Client or any third party for loss of profits or contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever.

11. Disclaimer

Excepting the satisfaction of the Client with logo finally delivered, Wordsmith International makes no representations, warranties or guarantees of any kind, either express or implied with respect to its services, or the functionality, performance or results of use thereof, including, without limitation, any warranties of merchantability, fitness for a particular purpose, non-infringement, or other warranties arising by usage of trade, course of dealing or course of performance.

12. Client Availability

The Client agrees to make its personnel available to Wordsmith International for discussion, on the Client's premises if so requested by Wordsmith International (or elsewhere, subject to the agreement of Wordsmith International), at a mutually agreeable time as necessary for the provision of the services requested by the client. Failure of Client to adequately communicate will nullify guarantees that may otherwise apply.

13. Client Requirements Briefing

The Client shall provide Wordsmith International, upon request, with adequate information on the Client's business, products and/or services necessary to the provision of Wordsmith International's services.

14. Client Approval

All logo materials shall be submitted to the Client by Wordsmith International for approval prior to final deliver. Following such approval, Wordsmith International shall not be liable to any person or entity for any loss or damage suffered by any party resulting directly or indirectly from any use of or publication of the logo by the Client. The Client further agrees to indemnify the Wordsmith International from any claim by any party in this regard.

15. Project Management

The Client will be allocated a Project Manager that may be contacted during regular hours by email and by phone..

16. Timelines

Wordsmith International expects to complete the work to be performed and/or services to be provided according to the timeline(s) defined in this Service Agreement, though time shall not be of the essence in this regard.

CLIENT INITIALS: _____