**DESIGN SERVICE CONTRACT**

**THIS CONTRACT** (the "Agreement") is entered into on this date 02.10.2025 (the "Effective Date"), by and between:

**PAVEL MĂDĂLINA-ANDREEA P.F.A.**, independent contractor, a company registered in Romania under registration number F40/75/18.01.2016, VIES code RO50416093 with its registered office at Bucharest, district 5, Dorneasca St. no. 14, building P59, entrance 2, 6th floor, ap. 48, (hereinafter referred to as the Contractor, represented for the purposes of the signature of this contract by Madalina Pavel

and

ZŠ kpt Jaroše a company/individual registered in Czech Republic under registration number 64201112 with its registered office at Maxima Gorkého 38, 541 01 Trutnov 1 (hereinafter referred to as the "Client") represented for the purposes of the signature of this contract by Mgr. Jana Schierlová

**WHEREAS**, the Client wishes to engage the Contractor for branding and graphic design services, and the Contractor is willing to provide such services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

**1. SERVICES**

The Contractor agrees to perform a range of services, including but not limited to:

* Brand identity design (logo pack, brand manual)
* Marketing material design (Poer Point/Canva presentation templates, letterheads, email signatures, signage)
* Digital design (layouts, social media graphics, posters)
* Illustrations
* Any other services as mutually agreed upon in writing.

Any services or deliverables requested by the Client that fall outside the defined services above shall be considered a "Change Request." The Contractor shall provide a new proposal and cost estimate for any Change Request, which must be mutually agreed upon in writing before the work commences.

**2. COMPENSATION AND PAYMENT TERMS**

2.1. In consideration for the Services, the Client shall pay the Contractor, after delivery and acceptance by the Client a fee for each deliverable/ lot of deliverables. The deliverable/ lot of deliverables will be specified in the Annexes forming an integral part of this Agreement.

2.2 The Client has a period of 10 days to accept a specific deliverable/lot of deliverables (“Acceptance Period”) or to require further changes.

2.3. All fees mentioned in the agreed Offer remain valid.

2.4. The Client agrees to pay all invoices within **14** days of the invoice date, to the Contractor’s bank account as mentioned in Art. 4.1.

2.5. The Contractor may charge a late payment fee of **2%** per day, on all overdue payments.

2.6. Each deliverable has two rounds of review included in the fee and must be completed by the Contractor. Any additional round of review that exceeds this limit will be budgeted separately in agreement with the Client and will be mentioned in an Annex.

**3. INTELLECTUAL PROPERTY AND COPYRIGHT**

3.1. All original design work, including, but not limited to, logos, graphics, and layouts created by the Contractor for the Client under this Agreement ("Deliverables"), shall remain the sole intellectual property of the Contractor until final payment is received in full.

3.2. Upon the Client's final payment of all fees and any outstanding costs, the Contractor shall transfer and assign to the Client all intellectual property rights, including copyright, in the final, approved Deliverables. The Contractor shall retain all intellectual property rights in any preliminary works, drafts, or concepts not selected by the Client.

3.3. The Contractor reserves the right to use the Deliverables for promotional purposes, including displaying them in its portfolio and on its website, unless the Client expressly requests in writing that the work remain confidential.

3.4. The Client warrants that any content or materials provided to the Contractor for use in the Services (e.g., text, images, trademarks) do not infringe upon the intellectual property rights of any third party. The Client shall indemnify and hold the Contractor harmless from any claims or damages arising from such infringement.

**4. BANK ACCOUNT AND COMMUNICATION DETAILS**

4.1. Payments shall be made in EUR to the Contractor’s bank account identified as follows:

Name of bank: ING Bank

Full address of branch: ING Bank, Romania

Exact denomination of account holder: Pavel Mădălina Andreea P.F.A

IBAN code: RO97INGB0000999905732932

4.2. For the purpose of the Contract:

The Contractor’s key point of contact is: Mădălina Pavel, maeerdna@gmail.com, +40 730 005 768

For the Client: Mark Postema, postema@zskptjarose.cz, +420734705312

Communications concerning invoicing and any other enquiries for Finance are to be sent by email to: info@zskptjarose.cz

**5. DATA PROTECTION (GDPR)**

5.1. The parties acknowledge and agree that this Agreement may involve the processing of personal data, as defined by the **General Data Protection Regulation (EU) 2016/679** ("GDPR").

5.2. In its role as a Data Processor, the Contractor shall:

* Process personal data only on documented instructions from the Client.
* Ensure that persons authorized to process the personal data have committed themselves to confidentiality.
* Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
* Not engage any sub-processor without the Client's prior specific or general written authorization.
* Assist the Client in responding to requests from data subjects to exercise their rights under the GDPR.
* At the Client's choice, delete or return all personal data to the Client upon termination of the Agreement.

**6. CONFIDENTIALITY**

Both parties agree to keep confidential all non-public information concerning the other party's business, finances, and operations. This obligation shall survive the termination of this Agreement for a period of **two** years.

**7. TERMINATION**

7.1. Either party may terminate this Agreement immediately for cause if the other party breaches a material provision of this Agreement and fails to cure such breach within **14** days of receiving written notice.

7.2. The Client may terminate this Agreement without cause by providing the Contractor with **[e.g., 30]** days' written notice. In such an event, the Client shall pay the Contractor for all Services performed up to the termination date.

**8. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of **EU Member State, Romania**. The parties agree that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of **Bucharest**, **Romania.**

**9. FORCE MAJEURE**

Neither party shall be held liable for any delay or failure in performance of its obligations under this Agreement caused by events beyond its reasonable control, including but not limited to natural causes, war, terrorism, pandemics, or government regulations.

**10. ENTIRE AGREEMENT**

This Agreement, including its Annexes, constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

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| **FOR THE CONTRACTOR:** | **FOR THE CLIENT:** |
| **Name:** Mădălina Pavel  **Title:** Administrator | **Name:** Jana Schierlová  **Title:** Principal |
| **Date:** [date] | **Date:** 02.10.2025 |
| **Signature:** | **Signature:** |