SAMPLE AGREEMENT

The agreement you sign

Every project is signed under this agreement. It follows Georgian law and includes the GDPR and UK GDPR terms EU and UK clients need. Bracketed values are filled in per project.

1. Parties and subject
2. Scope of work
3. Price, payment and taxes
4. Timeline, communication, Client duties
5. Acceptance, warranty and refunds
6. Intellectual property and handover
7. Confidentiality and data protection
8. Liability and termination
9. Governing law and disputes
10. General

Annex 1 — Written Plan

1. Parties and subject

Contractor: Michael Lobzhanidze (Minonode), personal ID [...], address [...], Tbilisi, Georgia, email hello@minonode.com, tel. +995 599 75 55 50. After registration as an individual entrepreneur: "IE Michael Lobzhanidze, ID code [...], bank account [...]".

Client: [company name], registration number [...], country [...], registered address [...], represented by [name, title], email [...].

1.1. The Contractor builds a software system or automation for the Client (the "System"), whose scope, timeline and acceptance criteria are set out in Annex 1 (the "Written Plan"). The Client accepts the System and pays the agreed price.

1.2. Under Georgian law this is a contract for work (Civil Code of Georgia). The Contractor is an independent contractor; no employment relationship arises between the parties.

1.3. Both parties act in the course of business (B2B). Consumer-protection rules do not apply to this Agreement.

1.4. Annex 1 forms part of this Agreement. If they conflict, the text of this Agreement prevails.

2. Scope of work

2.1. The work is as described in the Written Plan: what is built, which systems it connects to and what is excluded. Work not in the Plan is not included in the price.

2.2. Scope changes are made only by written agreement (email is enough) stating any extra price and change to the timeline.

2.3. The Contractor performs the work personally. Subcontractors may be used only with [illegible] sent.

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Decline

Accept

3. Price, payment and taxes

3.1. The fixed price of the work is [...] [GEL / USD / GBP / EUR]. The price does not increase by the hour.

3.2. Payment is made against invoice, by bank transfer, in two parts:

- 50% within [5] business days of signing; work starts once it is received;
- 50% within [5] business days of acceptance (Clause 5).

3.3. Each party pays its own bank charges.

3.4. The Contractor invoices in line with Georgian tax law. The price [includes / excludes] VAT. For a Client outside Georgia the price excludes taxes of the Client's country; where the Client's law applies a VAT reverse charge, the Client accounts for it. Each party pays its own taxes.

3.5. The System's running costs (hosting, database, AI usage, WhatsApp Business and similar) are paid by the Client directly to the providers, from accounts in the Client's name, with no markup. Estimates are in the Written Plan.

3.6. *(Pilot projects only)* The price includes a 20% pilot discount. In return, within 60 days of acceptance the Client writes an honest review under its name and agrees to its publication on minonode.com. The Client decides its content.

3.7. If a payment is more than [10] days late, the Contractor may pause the work; deadlines move accordingly.

4. Timeline, communication, Client duties

4.1. The System is delivered within the timeline in the Plan: [...] weeks from receipt of the first payment. The timeline extends by any delay in the Client providing materials, access or answers.

4.2. On business days, 10:00–20:00 Tbilisi time (GMT+4), the Contractor replies to messages within [4] hours and sends a written progress update weekly. The weekly hours reserved for the project are stated in the Plan.

4.3. Communication is in Georgian or English, by chat and email. The kickoff and the handover take place by video call or in person.

4.4. The Client provides: the materials listed in the Plan; the access needed, through the Contractor's own user account; and one contact person for questions and testing.

5. Acceptance, warranty and refunds

5.1. Acceptance criteria are set out in the Plan. After delivery the Client has [10] business days to test the System and notify in writing any criterion that is not met. The Contractor fixes those points free of charge within [10] business days and delivers again; the Client re-tests within [5] business days. The acceptance date is the day the Client confirms in writing (email is enough) that the criteria are met or, if no notice arrives within a test period, the last day of that period.

5.2. For 30 calendar days from the acceptance date (Clause 5.1) the Contractor fixes, free of charge, any fault found in use that stops the System from meeting the acceptance criteria.

5.3. If the criteria are still not met after two rounds of fixes under Clause 5.1, the Client may refuse acceptance and does not pay the second 50%. If a fault reported under Clause 5.2 is not fixed within [10] business days, the Contractor refunds the second 50% within [10] business days.

5.4. If the Contractor cannot deliver the System at all within [30] days after the Plan's deadline (through no fault of the Client), the Client receives a full refund of all amounts paid.

5.5. The warranty does not cover faults caused by the Client changing the System or by changes to third-party services (such as APIs) after delivery. Help in those cases is given under system care or by separate agreement.

5.6. This clause does not limit rights that cannot be excluded under applicable law.

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6. Intellectual property and handover

6.1. On full payment the Contractor assigns to the Client all exclusive economic rights in the code and documentation created for the Client, worldwide and for the full term of protection, including the rights to use, copy, modify, distribute and sublicense. Under the Law of Georgia on Copyright and Neighbouring Rights, the rights are assigned by this written Agreement. Moral rights stay with the author as the law provides; the author agrees not to assert them against normal use and modification of the System.

6.2. The Contractor's pre-existing tools and general know-how (templates, libraries) remain the Contractor's; the Client receives a perpetual, worldwide, royalty-free, non-exclusive licence to use them as part of the System. Open-source components are used under their own licences and listed in the documentation.

6.3. Hosting, database, domain, email and AI accounts are opened in the Client's name from the start; the code is kept in the Client's repository.

6.4. At handover the Client receives the full code, a written runbook (how the System works and how another developer can take over), all access, and a handover session for the team. The Contractor's access is then removed unless the Client chooses system care.

6.5. The Contractor may name the project in its portfolio only with the Client's written consent and without confidential data.

7. Confidentiality and data protection

7.1. The Contractor uses the Client's information only to perform this Agreement and does not disclose it to third parties. This lasts [3] years after the Agreement ends, and for trade secrets for as long as they remain secret.

7.2. For personal data, the Client is the controller and the Contractor the processor. The Contractor processes personal data only on the Client's documented instructions and complies with: the Law of Georgia on Personal Data Protection; for a Client in the EU, the GDPR (Regulation 2016/679); for a Client in the UK, the UK GDPR and the Data Protection Act 2018.

7.3. The Contractor:

- applies appropriate security measures and never uses shared passwords;
- uses only the sub-processors listed in the Plan (hosting, email, AI) and notifies the Client before adding a new one, which the Client may refuse;
- uses AI through business APIs whose terms exclude training on the data; the Client may forbid AI processing of specific data;
- helps the Client with data-subject requests and impact assessments;
- notifies the Client of any security incident without undue delay and within [48] hours at most;
- deletes or returns all copies of the Client's data at the end and confirms this in writing;
- provides the information needed to demonstrate compliance with these obligations.

7.4. The Contractor works from Georgia. For EU personal data the parties enter into the European Commission Standard Contractual Clauses (Decision 2021/914, Module 2 — controller to processor); for UK data, the UK International Data Transfer Addendum. They form part of this Agreement whenever the law requires them. A full data processing agreement (DPA) is signed on request.

8. Liability and termination

8.1. Each party's total liability under this Agreement is limited to the amounts paid by the Client. Neither party is liable for indirect loss or loss of profit.

8.2. T jury, or any liability that cannot be limited

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8.3. The Contractor is not liable for outages of third-party services (hosting, AI, WhatsApp, accounting software) but helps the Client restore them. Neither party is liable for delays caused by force majeure.

8.4. Either party may end this Agreement with [14] days' written notice. The Client then pays for the work done pro rata (by the Plan's stages) and receives that work and the rights in it; any overpayment is refunded within [10] business days. If the Contractor ends the Agreement other than for the Client's breach, the Client receives the work done and the rights in it with no further payment, the unused part of any advance is refunded within [10] business days, and the Contractor hands over the code, the runbook and all access and gives the Client's new developer up to [5] hours of handover help free of charge.

8.5. Either party may end this Agreement immediately for a material breach not cured within [10] days of written notice.

9. Governing law and disputes

9.1. With a Client in Georgia this Agreement is governed by the laws of Georgia. A Client outside Georgia chooses in Annex 1 either the laws of Georgia or the laws of England and Wales. Mandatory rules of the Client's country apply in either case.

9.2. Disputes are first negotiated in good faith for 30 days. After that:

- with a Client in Georgia — in the Tbilisi City Court;
- with a Client outside Georgia — by arbitration with a sole arbitrator, in English, with hearings online where possible: if Georgian law is chosen, at the Georgian International Arbitration Centre (GIAC) under its rules; if the laws of England and Wales are chosen, under the LCIA Rules with the seat in London. The award is enforceable under the 1958 New York Convention.

10. General

10.1. This Agreement is made in Georgian and English. With a Client in Georgia the Georgian text prevails; with a Client outside Georgia, the English text prevails.

10.2. Electronic signatures and scanned copies are valid under the Law of Georgia on Electronic Documents and Electronic Trust Services, the EU eIDAS Regulation and the UK Electronic Communications Act 2000.

10.3. Notices are sent by email to the addresses above.

10.4. This Agreement and Annex 1 are the entire agreement between the parties. Changes are valid only in writing (email is enough for scope changes). If any provision is invalid, the rest remains in force. Neither party may assign this Agreement without the other's consent.

10.5. The parties comply with the sanctions and anti-bribery laws that apply to them.

Annex 1 — Written Plan

Filled in for each project — see the sample plan.

ITEM
What is built
List of features
Excluded
Work not included
Systems and accounts

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What it connects to, whose name each account is in

Fixed price and currency

₾ / $ / £ / €; VAT

Timeline

Weeks from the first payment

Hours per week

Hours reserved for the project

Running costs

Services and estimated monthly amount

Acceptance criteria

Measurable conditions, e.g. "a request appears in the list within 5 minutes"

Needed from the Client

Materials, access, contact person

Sub-processors

Hosting, email, AI — names and regions

Hosting region

E.g. EU (Frankfurt) or UK (London)

Law and disputes (foreign Client)

Georgia + GIAC, or England and Wales + LCIA — the Client chooses

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