

Work agreement  
Joint Stock Company "-----" hereinafter referred to as the "Company",  
represented by \_\_\_\_\_,  
\_\_\_\_\_, acting  
by virtue of \_\_\_\_\_, for one party; and \_\_\_\_\_, hereinafter  
referred to as  
the "Contractor", represented by \_\_\_\_\_, \_\_\_\_\_ acting by virtue of  
\_\_\_\_\_, for the other party; hereinafter collectively referred to as the  
"Parties" or individually as the "Party" unless otherwise implied by the context,  
have executed this Agreement (hereinafter, the "Agreement") on the terms and  
conditions set forth below:

## 1. SUBJECT MATTER OF THE AGREEMENT

1.1. Contractor hereby undertakes performance of Work, the scope of and requirements to performance thereof as determined in the exhibit#1 "Technical Task" hereto, and Company undertakes to accept Work result and pay for it. 1.2. Any deviations from the terms and conditions hereof, including those not affecting technology and quality of Work result, shall be subject to Contractor's obligatory preliminary approval with Company.

## 2. WORK PERFORMANCE TIMELINE

2.1. Work shall be performed within the timeline as stipulated in the "Work Schedule" (exhibit № 3 hereto). Contractor shall have the right, with the agreement of Company, to perform Work ahead of schedule without detriment to quality of Work.

3. CONTRACT PRICE AND PAYMENT PROCEDURE 3.1. Contract price payable to Contractor hereunder (hereinafter referred to as - "Contract Price"), payments frequency, currency of payment and other payment terms are specified in Exhibit № 4 hereto "Contract price and payment procedure". Contract Price is fixed and includes cost of all Works, cost of materials and equipment, reimbursement of Contractor's expenditures related to Works.

3.2. Payment is deemed made when Company instructs its bank to transfer the funds to Contractor's bank account specified in the Agreement. Fees of the Company's bank shall be payable by Company, while fees of the Contractor bank and correspondent banks (if any) shall be charged for the account of Contractor.

3.3. All payments hereunder shall be made against an original invoice for payment issued by Contractor. All Contractors' invoices shall be issued to Company together with supporting documents executed in accordance with Exhibit № 2 "CPC-R invoicing procedure" hereto.

3.4. Company may suspend any payments hereunder in the event that duly executed documents specified in Exhibit № 2 and documents specified in Section 4 "Taxes" hereof are not submitted by Contractor.

3.5. In the event of change of a Party's name, form of legal incorporation, location, or in the event of completion of transformation of the same, such Party shall give the other Party notice of such change(s) within 5 (five) business days following thereof. In the event of any such data change, the Parties shall execute a respective supplementary agreement hereto. Payment for completed Work shall be made by Company only upon execution of the respective supplementary agreement hereto.

3.6. In the event of change of Parties' banking details and/or mailing address, each Party shall give the other Party a written notice of such changes within five (5) business days following thereof.

3.7. The Parties agree not to apply the provisions of Article 317.1. of the Georgian Civil Code to the relations between the Parties under the Agreement.

For the full text of the contract, contact to Attorney at law Guram Kontuadze tel / viber / whatsapp +995591976764 e-mail: [guram.kontuadze@gmail.com](mailto:guram.kontuadze@gmail.com) site: [www.advokontu.ge](http://www.advokontu.ge)

