



# DIGITAL ARTWORK COMMISSION AGREEMENT

**Effective Date:** The date when the first installment payment (20% of total commission fee) is successfully received by the Artist's PayPal account ([missrina.art@gmail.com](mailto:missrina.art@gmail.com))

Agreement No. MR-XXXXXXXX-XXX

**Napolova Margarita Andreevna**, an individual entrepreneur registered under the laws of Georgia (Identification Number 345786367, trading as "Miss Rina"), with legal address: Georgia, Batumi, Zhuli Shartava Avenue 32, Apartment 87, hereinafter referred to as **"the Artist"**,

AND

**[Client Full Name]**, an individual citizen of **[Client's Country]**, hereinafter referred to as **"the Client"**, (together referred to as **"the Parties"**) have entered into this Agreement as follows:

## 1. SCOPE OF AGREEMENT

**1.1** The Artist (Contractor) shall **create digital artwork** - animated PC wallpapers (hereinafter referred to as **"the Work"**) according to specifications provided by the Client through the commission form ([missrina.com/commissionform](https://missrina.com/commissionform)) and confirmed by the Artist as specified in Clause of this Agreement. The Client shall pay for and accept the Work under terms herein.

### 1.2 Work Specifications:

- Style: **[Classic/Open/Vore]**
- Perspective: **[Front/3/4]**
- Background: **[Color/Gradient/Texture]**
- Lighting: **[Light/Dark]**
- Project Resolution: **[Full HD/2K/4K/Ultrawide HD/Ultrawide 2K]**

**1.3** Work production stages correspond to sections of the Artist's TOS ([missrina.com/tos](https://missrina.com/tos))

**1.4** The Client confirms having reviewed and agreed to:

- Terms of Service (TOS) at [missrina.com/tos](https://missrina.com/tos)
- Privacy Policy at [missrina.com/privacypolicy](https://missrina.com/privacypolicy)

prior to making initial payment. These documents constitute integral parts of this Agreement.

**1.5 Intellectual Property Rights:** All intellectual property created by the Artist under this Agreement, including but not limited to 3D models, visual materials, animations and technical solutions, remain the Artist's exclusive property under:

- Georgian Law "On Copyright and Related Rights" (2023 edition)
- International copyright norms

The Client receives a non-exclusive, non-transferable license for personal non-commercial use of final deliverables only.

## **2. COST OF SERVICES AND PAYMENT TERMS**

**2.1 Total Contract Value:** The total amount due for the Services under this Agreement is [XXX USD (amount in words US dollars)].

### **2.2 Payment Schedule**

**2.2.1 First installment (20%):** [XXX] USD payable upon signing this Agreement via PayPal to [missrina.art@gmail.com](mailto:missrina.art@gmail.com) with the payment reference: "Advance payment 20% under Agreement No. MR-XXXXXXXX-XXX".

**2.2.2 Final installment (80%):** [XXX] USD payable upon approval of Stage 01 (3D Concept) and prior to delivery of the final Work via PayPal to [missrina.art@gmail.com](mailto:missrina.art@gmail.com) with the payment reference: "Final payment 80% under Agreement No. MR-XXXXXXXX-XXX".

### **2.3 Contract Validity**

This Agreement becomes legally binding upon the Artist's receipt of the first payment (20%), which constitutes the Client's unconditional acceptance of all terms herein. It shall remain in force until both Parties have fulfilled their respective obligations or unless terminated pursuant to Clause 10.

### **2.4 Payment Method**

All payments shall be made exclusively via PayPal to the Artist's account: [missrina.art@gmail.com](mailto:missrina.art@gmail.com). The Client shall include the Agreement number (MR-XXXXXXXX-XXX) in the payment description.

## **2.5 Tax Obligations**

The Artist, as a registered individual entrepreneur in Georgia (ID 345786367), is responsible for all applicable taxes under Georgian law. The Contract price is net of any bank/PayPal fees. The Artist will provide VAT invoices upon request in compliance with Georgian tax code.

## **3. PERFORMANCE TIMELINE**

**3.1** The Artist shall begin work on the Commission when the Client's turn is reached in the production queue, which the Client may track at [missrina.com/queue](https://missrina.com/queue).

**3.2** The Work shall be deemed completed:

- (a) Upon the Artist's delivery of final materials to the Client AND
- (b) Receipt of the Client's written approval, OR
- (c) Automatically after 48 hours from delivery if no response is received ("Deemed Acceptance").

Detailed provisions are specified in Section 5.10 of the Artist's TOS ([missrina.com/tos](https://missrina.com/tos)).

**3.3** The Artist reserves the right to complete and deliver the Work prior to the estimated timeline without prior notice.

## **4. DELIVERY AND ACCEPTANCE**

### **4.1 Delivery Method**

The Artist shall deliver all Work files via:

- (a) Email attachments to the Client's provided email address from [missrina.art@gmail.com](mailto:missrina.art@gmail.com), OR
- (b) Secure download link from the Artist's Google Drive ([drive.google.com](https://drive.google.com)) associated with [missrina.art@gmail.com](mailto:missrina.art@gmail.com).

All file transfers shall utilize industry-standard encryption protocols.

## 4.2 Revisions Policy

The number of permitted revisions and conditions for resubmission shall be governed by:

- (a) Section 6.3 of the TOS for revision limits
- (b) Sections 6.6-6.7 of the TOS for resubmission requirements

## 4.3 Quality Assurance Process

The Client shall receive sequential approval requests at each milestone:

Stage	Email Subject	TOS Reference
01	Stage 01 - 3D Concept: Proportion Approval	§3.1
02	Stage 02 - 3D Model: Form Approval	§3.2
04	Stage 04 - 3D Compositing: Render Approval	§3.2
08	Stage 08 - Animation: Motion Approval	§3.2
09	Stage 09 - Programming: Final Delivery	§3.2

All approval requests shall be sent from [missrina.art@gmail.com](mailto:missrina.art@gmail.com) with corresponding files as specified in the referenced TOS clauses.

# 5. CONFIDENTIALITY

## 5.1 Data Protection Compliance

The Parties acknowledge that all personal data processing under this Agreement shall be:

- (a) Conducted in accordance with the Artist's Privacy Policy ([missrina.com/privacypolicy](https://missrina.com/privacypolicy)), which is expressly incorporated into this Agreement by reference;
- (b) Compliant with the Law of Georgia "On Personal Data Protection" (No. 5669 of 2021) and other applicable Georgian legislation.

## **5.2 Explicit Consent for Data Processing**

He Client hereby:

- (a) Grants express consent for cross-border data transfers via PayPal and Wallpaper Engine platforms;
- (b) Acknowledges receipt of and agrees to the data retention periods specified in the Privacy Policy (§4).

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1 Artist's Obligations**

**6.1.1** Perform the Work in strict accordance with:

- (a) This Agreement's terms;
- (b) The approved brief submitted via [missrina.com/commissionform](https://missrina.com/commissionform);
- (c) Any supplemental specifications mutually agreed in writing.

**6.1.2** Submit Work deliverables for Client's approval at each milestone stage (as defined in TOS §3.2) and shall not proceed to subsequent stages without written Client approval of the current stage.

**6.1.3** Provide progress updates upon Client's written request within 3 business days.

**6.1.4** Obtain final Client sign-off upon Work completion.

**6.1.5** Deliver final files as specified in TOS §3.2, formatted for Wallpaper Engine compatibility.

**6.1.6** *Exclusion:* The Artist bears no responsibility for Work installation on Client's devices. Client shall independently install deliverables in Wallpaper Engine.

### **6.2 Client's Obligations**

**6.2.1** Submit complete project specifications via [missrina.com/commissionform](https://missrina.com/commissionform) and provide supplemental materials within 5 days of Artist's request.

**6.2.2** Make timely payments as per Section 2 of this Agreement.

**6.2.3** Participate actively in review processes, providing actionable feedback within 48 hours at each approval stage (TOS §6.2).

**6.2.4** Conduct final acceptance review within 48 hours of delivery (deemed accepted if no response).

**6.2.5** Procure and maintain a valid Wallpaper Engine license ([wallpaperengine.io](https://wallpaperengine.io)) at their own expense.

**6.2.6** Notify the Artist immediately of any changes impacting Work execution.

**6.2.7** Accept early deliveries under the same terms.

### **6.3 Artist's Rights**

**6.3.1** Complete and deliver the Work prior to estimated deadlines.

**6.3.2** Display project materials in professional portfolios/social media per TOS §1.4, unless Confidentiality Addendum applies.

### **6.4 Client's Rights**

**6.4.1** Monitor Work progress and quality through scheduled approvals.

**6.4.2** Terminate this Agreement at any time prior to delivery of the final Work, subject to full reimbursement of all reasonable expenses incurred by the Artist.

## **7. LIABILITY AND FORCE MAJEURE**

### **7.1 Liability for Breach**

The Parties shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the applicable laws of Georgia.

### **7.2 Force Majeure Events**

Neither Party shall be liable for failure to perform its obligations hereunder if such failure results from Force Majeure circumstances: extraordinary, unavoidable events beyond the Parties' reasonable control that could not have been foreseen or prevented, including but not limited to:

- Declared or actual war, civil unrest, epidemics, blockades;
- Natural disasters (fires, earthquakes, floods, etc.);

- Governmental actions or restrictions;
- PayPal service disruptions.

### **7.3 Force Majeure Certification**

A certificate issued by the competent authority shall constitute sufficient evidence of the existence and duration of Force Majeure.

### **7.4 Notification Requirement**

The Party affected by Force Majeure shall immediately notify the other Party in writing, specifying:

- (a) The nature of the event;
- (b) Its anticipated impact on contractual performance.

### **7.5 Termination for Prolonged Force Majeure**

If Force Majeure persists for 3 (three) consecutive months, either Party may terminate this Agreement by written notice, subject to payment for all Services actually rendered.

## **8. REPRESENTATIONS AND WARRANTIES**

### **8.1 Artist's Representations**

**8.1.1 Authority:** The Artist is duly registered as an Individual Entrepreneur in Georgia (ID 345786367) and has full legal capacity to enter into this Agreement.

**8.1.2 Original Work:** All deliverables shall be original creations, free from third-party copyright claims, except for:

- Client-provided references;
- Wallpaper Engine's standard assets (if incorporated)

**8.1.3 Compliance:** The Work shall materially comply with the specifications described in Clause 1.2, with reasonable deviations permitted based on the Artist's professional and creative discretion.

### **8.2 Client's Representations**

**8.2.1 Rights:** Client warrants ownership or legal right to use all provided references (images, character designs, etc.) and indemnifies the Artist against related claims.



**8.2.2 Accuracy:** All information in the commission form is complete, accurate, and not misleading.

**8.2.3 Wallpaper Engine License:** Client confirms possession of a valid Wallpaper Engine license for intended use.

### **8.3 Mutual Warranties**

**8.3.1 No Conflicts:** Neither Party is bound by any agreement that would prevent fulfilling this Contract.

**8.3.2 Legal Compliance:** Both Parties shall comply with Georgian laws, including:

- Data Protection (Law No. 5669/2021);
- Electronic Commerce Regulations.

## **9. DISPUTE RESOLUTION**

### **9.1 Amicable Settlement**

All disputes arising from or in connection with this Agreement shall first be resolved through good faith negotiations between the Parties, with the objective of reaching a mutually acceptable settlement within 30 calendar days from the date of written dispute notification.

### **9.2 Judicial Proceedings**

If the Parties fail to resolve the dispute amicably under Clause 8.1, either Party may submit the matter to the competent courts of Georgia, which shall have exclusive jurisdiction. The proceedings shall be conducted in accordance with:

- (a) The Civil Procedure Code of Georgia;
- (b) Substantive laws of Georgia applicable to the subject matter of the dispute.

## **10. AMENDMENT AND TERMINATION PROCEDURE**

**10.1** This Agreement may be terminated early by mutual written consent of the Parties or in accordance with the applicable legislation of Georgia.

**10.2** The Client may unilaterally terminate this Agreement at any time in accordance with Clause 6.4.2 of this Agreement.

**10.3** The Artist may unilaterally terminate this Agreement in case of:

(a) Client's material breach of contractual obligations, including but not limited to delayed payments exceeding 10 calendar days (§2.2), or repeated failure to provide required feedback (§6.2.3);

(b) Use of offensive, abusive, or inappropriate language or behavior toward the Artist;

(c) Discovery that the Client has misrepresented their rights to provided references or materials (§8.2.1).

In such cases, the Agreement shall be considered terminated upon written notice to the Client. Any completed stages shall be invoiced and payable by the Client in full. No refund shall be issued for approved deliverables or time already invested by the Artist.

**10.4** In the event of early termination of this Agreement at the Client's initiative, the Client shall compensate the Artist for all Work actually performed, including any damages incurred and reasonable expenses borne by the Artist.

**10.5** If Client provides materially false information (determined at Artist's reasonable discretion), Artist may terminate with 50% refund of initial payment within 14 business days.

**10.6** Any Party intending to terminate this Agreement shall provide written notice to the other Party no later than three (3) business days prior to the intended termination date.

## 11. FINAL PROVISIONS

**11.1** All correspondence and communication related to this Agreement conducted via electronic means (including but not limited to email or other digital messaging platforms) shall be considered an integral part of this Agreement.

**11.2** This Agreement shall be governed by Georgian law, excluding its conflict of laws rules.

**11.3** This Agreement constitutes the entire understanding between the Parties, superseding all prior agreements.

**11.4** Any matters not expressly regulated by this Agreement shall be governed by the applicable laws of Georgia.

**11.5** If any provision is held invalid, the remainder shall remain in full force.

## 12. ADDRESSES AND DETAILS OF THE PARTIES

### 12.1 Artist

Full Name: Napolova Margarita Andreevna

Trade Name: Miss Rina

Registered as: Individual Entrepreneur (Private Entrepreneur)

Registration Number (ID): 345786367

Registered Address: Georgia, Batumi, Zhiuli Shartava Avenue, No. 32, Apartment No. 87, Floor 6

Email: [missrina.art@gmail.com](mailto:missrina.art@gmail.com)

Website: [missrina.com](http://missrina.com)

Payment Details:

- PayPal: [missrina.art@gmail.com](mailto:missrina.art@gmail.com)
- PayPal Merchant ID: BK9ARNJRJU99N
- PayPal Business Name: Miss Rina

## 12.2 Client

Full Name: [Client Full Name]

Country of Residence: [Client's Country]

Email: [Client's email]

## 12.3 Communications

The Parties agree to use the above contact information for all communications and confirmations related to this Agreement.

# 13. EXECUTION AND EFFECTIVENESS

## 13.1 Electronic Execution

This Agreement may be executed in electronic counterparts, each of which shall be deemed an original.

## 13.2 Client's Acceptance

The Client's first payment (20% of total fee) to PayPal account missrina.art@gmail.com with reference to Agreement No. [MR-XXXXXXXX-XXX] shall constitute:

- (a) Unconditional acceptance of all terms herein;
- (b) Express waiver of physical signature requirement.

## 13.3 Artist's Execution

This Agreement is formally executed by the Artist through the signature below:

**Artist's Signature:**

**Date:**

/\_\_\_\_\_/\_\_\_\_\_.

\_\_\_\_\_.

(Digital/electronic signature accepted)

