

SleepEasy Standard Client Agreement

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We publish this before you talk to us, because you should know what you are agreeing to before you tell us anything about your product. Nobody else in this market publishes theirs. We think that tells you something.

Fields in `[ brackets ]` are filled in for your engagement.

The short version

We are going to look at software you own, and for some engagements change it. This agreement exists so that you know, before you give us anything:

1. **Everything we make for you is yours.** Not licensed to you. Yours, from the moment it is written, whether or not you have paid us yet.
2. **We will not use or copy your code, your product, or your ideas.** Not for ourselves, not for another client, not ever. There is no time limit on that promise.
3. **You control our access.** You create the credentials, you decide what they reach, and you can revoke them at any moment without telling us why.
4. **We will not put your code into a public AI tool,** and nothing of yours is ever used to train anything.
5. **We will not scan, probe, or test your live systems** without your written permission first.
6. **For a Flow Protection Sprint, the final balance is due only when the objective tests agreed before the sprint pass.**
7. **For 30 days after handover, we fix defects in our work and tune the checks and alerts we installed.**

The rest of this document is those seven things written carefully, plus the money and the housekeeping. If anything below contradicts this short version, tell us, because the short version is what we mean.

1. Who this is between

Us: Ruslan Diachenko and Slav Hurmanau, trading as SleepEasy, of `[ address ]` ("we", "us", "our"). Where this agreement says "we", it means both of us, and each of us is responsible for the whole of it.

You: the person or company named in the Engagement Note ("you", "your").

The Engagement Note is the short written document, signed or confirmed by email by both of us, that names for one specific piece of work: what we are doing, what it costs, when it starts and ends, and what is out of scope. For a Flow Protection Sprint it also records the protected flow and its boundaries;

included and excluded report findings; acceptance tests; controlled failure; expected response; alert recipient, channel and delivery time; handover items; assumptions; dependencies; fallback evidence; and exclusions. There is one per engagement. This agreement applies to all of them.

If this agreement and an Engagement Note disagree, the Engagement Note wins for that engagement only.

2. Your intellectual property

This is the section that matters most, so it comes first.

2.1 Everything we create for you is yours. All code, configuration, scripts, infrastructure definitions, documentation, diagrams, reports and recordings that we produce for you under an Engagement Note (the "Deliverables") belong to you. We assign to you, with full title guarantee, all present and future intellectual property rights in the Deliverables, absolutely and throughout the world. We waive any moral rights in them, to the extent we are able to.

2.2 Ownership passes as the work is created, not when you pay. If you do not pay us, we will chase the money as a debt like anyone else would. We will not hold your product, your code, or your report hostage, and we will not claim back ownership of anything we have already given you.

2.3 Further assurance. If any document needs signing to make the assignment in 2.1 fully effective anywhere in the world, we will sign it promptly and at our own cost, whenever you ask, including after this agreement has ended.

2.4 No licence back. We do not keep a licence to use the Deliverables. We do not keep a copy for a portfolio. There is no "powered by SleepEasy", no attribution requirement, and no shared ownership of anything.

2.5 We will not use or copy your code, your product, or your ideas. Not for ourselves, not for another client, not for a product of our own, not at any point in the future. This obligation is permanent and is not limited to a period of years.

2.6 What we do keep, stated honestly. We keep the general skills, techniques, know-how and experience that we had before working with you, or that we develop while working with you, in our own heads and in our own general tooling. We do not keep anything specific to you: not your code, not your data, not your architecture, not your business logic, not your customers, not your commercial plans.

Any generic tool, script or library we wrote before meeting you stays ours. Where any of it ends up inside a Deliverable, you get a free, perpetual, irrevocable, worldwide licence to use, modify and sell it as part of your product, and to let anyone who later buys your business do the same.

We include this clause because a contract claiming we forget how to do our jobs would not be honest, and a promise nobody could keep is worth nothing.

2.7 Third-party and open-source components. Where a Deliverable includes third-party or open-source software, we will tell you which components and under which licences, in writing, as part of the handover. We will not include anything whose licence would restrict how you use, change or sell your own product without telling you first and getting your written agreement.

2.8 Your existing material stays yours. Everything you already had stays yours. Nothing here gives us any right in it beyond what we need to do the work you asked for.

3. Confidentiality

3.1 Each of us will keep the other's confidential information confidential, will use it only to do the work, and will not disclose it to anyone else without written permission.

3.2 What counts as your confidential information: your code, your data, your architecture, your infrastructure, your credentials, your commercial terms, your customer and user information, your plans, and the existence and contents of any report we write for you. Whether or not it is marked confidential.

3.3 Who we may tell. Only the two people named in the Engagement Note. We do not use subcontractors, junior staff, offshore teams or anyone else on your work. If that ever needs to change for a specific engagement, we will ask you first, in writing, and you may simply say no without giving a reason.

3.4 The usual exceptions. This does not apply to information already public through no fault of ours, information you tell us is not confidential, or information we are required by law or a court to disclose. If we are legally required to disclose something of yours, we will tell you first unless we are legally prevented from doing so.

3.5 How long it lasts. Indefinitely. There is no expiry date on this.

3.6 We will not name you as a client without your written permission. No logo on our site, no case study, no "we worked with", nothing, until you say yes in writing. If you say yes and later change your mind, tell us and we will take it down.

4. Access to your systems

4.1 Read-only first. Access for a Flow Protection Report is scoped and read-only. During a sprint, we change only the systems and parts of the product named in the Engagement Note, using the minimum additional access needed for that work.

4.2 You create it, you control it, you can end it. You create every credential. You decide what it can reach. You may revoke any or all of our access at any moment, for any reason or none, without notice and without explaining yourself. Doing so is not a breach of this agreement by you.

4.3 We ask for the minimum, and we say why. Before an engagement starts we give you a written list of exactly what access we need and what we need it for, item by item. If you would rather not grant one of them, tell us, and we will tell you honestly what we can and cannot do without it.

4.4 We will never scan, probe, penetration-test, load-test or attack your live systems unless you have asked us to in writing and the Engagement Note says so. This holds even where we believe there is a vulnerability. If we think one exists, we will tell you and let you decide what happens next. A controlled failure is run outside production or with isolated synthetic data by default. We run one against a live production path only where the method is safe, reversible and explicitly authorised by you in writing.

4.5 Code and data are treated differently. We may copy your source code and configuration onto our own machines where that is necessary to do the work, which for ordinary software engineering it usually is. We will not download, export, copy or retain your production data, your database contents, your customer records or any personal data outside the systems you gave us access to, except where the Engagement Note specifically says so and explains why. Where we need realistic data to test with, we will generate it or ask you to provide an anonymised set.

4.6 When we finish. Within 7 days of the end of an engagement we will delete our local copies of your code, configuration and any data of yours we hold, confirm in writing that we have done so, and ask you to revoke our credentials. We will keep only the Engagement Note, our invoices, and the report we wrote for you, and we will keep those confidential under section 3 for as long as we hold them.

5. Artificial intelligence tools

We use AI coding tools in our own work. So, most likely, did you. This section says what that means for your code, because nobody else in this market states it and you are entitled to know.

5.1 We will not paste, upload or submit your code, your data or your credentials into any public, free, or consumer AI service.

5.2 Where we use AI tools on your work, we will use only tools on paid business plans configured so that your content is not used to train models and is not retained by the provider beyond what is needed to return a result. Today that is Claude Code, on a paid Anthropic plan with training disabled. If we add or change a tool, it has to meet the same standard, and we will tell you which tools were used on your work whenever you ask and show you the relevant setting.

5.3 We remain responsible for everything we deliver, whatever tool helped produce it. "The AI wrote it" is not an excuse we get to use. Every line we hand you is a line we have read.

5.4 Nothing of yours is used to train anything. We do not build datasets, benchmarks, evaluation sets, examples, demos or training material from your code, your product or your data.

6. Personal data

Where we handle personal data belonging to you or to your customers, you are the controller and we are the processor. This section is our processing agreement.

6.1 What we process. The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in the Engagement Note. In most engagements it is limited to whatever personal data happens to sit inside the systems you give us read access to.

6.2 On your instructions only. We process personal data only on your documented instructions, including on any transfer outside the UK or EEA, unless we are required to do otherwise by law, in which case we will tell you first unless the law prevents us. If we think an instruction of yours breaks data protection law, we will tell you.

6.3 Confidentiality. Everyone who processes personal data on our behalf is bound by confidentiality. That is the two of us, and nobody else, per section 3.3.

6.4 Security. We will take appropriate technical and organisational measures to keep personal data secure, taking account of the state of the art, the cost, and the risk to the people the data is about. This includes encrypted disks on every machine that touches your systems, multi-factor authentication on every account, unique credentials that are never shared between engagements, and prompt deletion under 4.6.

6.5 Sub-processors. We do not engage any sub-processor without your prior written consent. If you ever consent to one, we will impose the same obligations on them that we carry here, and we stay responsible to you for what they do.

6.6 Helping you with your obligations. We will help you, at your cost where the work is substantial, to respond to requests from the people the data is about, and to meet your own obligations on security, breach notification and impact assessments.

6.7 Breaches. If we become aware of a personal data breach affecting your data, we will tell you without undue delay and in any event within 24 hours, with everything we know at the time, and we will keep telling you as we learn more.

6.8 Deletion and return. At the end of an engagement we delete personal data as set out in 4.6, or return it to you if you ask, unless the law requires us to keep it.

6.9 Showing our work. We will give you the information you reasonably need to show that we are meeting this section, and we will allow and contribute to an audit by you or an auditor you appoint, on reasonable notice and no more than once a year unless there has been a breach.

7. What we are doing, and how scope changes

7.1 The report defines the candidate sprint. A Flow Protection Report examines the selected customer flow and the systems it depends on. It is not a complete review of the product. The report numbers its findings and separately records any critical product-wide risks encountered. The Engagement Note names which findings enter the sprint and which do not. Nothing else enters without written agreement.

7.2 Fixed scope, fixed price. The price in the Engagement Note does not change during the engagement. We do not bill by the hour, and there is no hourly rate anywhere in this agreement.

7.3 If we find something new mid-sprint, we tell you and record it for later. We do not silently absorb it or silently bill for it. If it prevents an agreed acceptance test from passing and needs material work outside the signed scope, we stop and explain the evidence, impact and options. We may then agree in writing to change the scope, use a replacement test that preserves the intended business outcome, or end the engagement under section 11. No additional work or charge is assumed.

7.4 Changes during the sprint. You may continue shipping, but you must tell us about a change that affects the protected flow, its dependencies or an acceptance test. Before it affects the sprint, we agree in writing whether to rerun the baseline, change the scope or test, move the date, or exclude the change.

7.5 What we need from you. We need the access in section 4, suitable test data and environments, a named person who can make decisions, and replies within a reasonable time. If a client-controlled dependency blocks us for more than 5 working days in total, the end date moves by the time blocked and we may pause or end the engagement under section 11. A blocked test does not become a passed test.

7.6 Third-party blockers. A failure or material change in a third-party service or platform that we did not cause blocks the affected test rather than failing it. We use fallback evidence agreed in the Engagement Note or agree a replacement test in writing. Until one of those tests passes, the affected acceptance requirement has not passed.

8. Reports and findings

8.1 Every finding comes with evidence. Where a problem can be triggered safely, we give you the steps to reproduce it. Where it cannot, we give you the objective evidence behind the finding. If we can provide neither, we do not report it as a problem and we do not charge to fix it.

We include this because the obvious way to profit from an audit is to hand over a long, frightening list. This clause is how we give that up in writing.

8.2 What a report is not. A report is our professional opinion at a point in time, based on the selected flow, its dependencies and the access we were given. It is not a complete product review, certification, penetration test, legal opinion, compliance audit, or guarantee that no other problem exists. We say plainly what we did and did not examine.

8.3 The report is yours. You may show it to anyone, act on it yourself, or hand it to another engineer or agency to act on. We do not restrict what you do with it, we do not charge for the right to use it, and we do not ask for anything back if you take it elsewhere.

9. Money

9.1 What you pay and when. The Engagement Note states the price.

- A **Flow Protection Report** is invoiced on delivery unless the Engagement Note says it is free.
- A **Flow Protection Sprint** is invoiced 50% when the Engagement Note is signed and 50% only when it passes acceptance under 9.2.
- Any **other engagement** is invoiced as its Engagement Note states.

9.2 Objective sprint acceptance. Before a Flow Protection Sprint starts, its Engagement Note defines two kinds of proof:

- **remediation proof:** a safe before-and-after check, or agreed equivalent objective evidence, for every included finding; and
- **protection proof:** an agreed controlled failure that must be detected, trigger the agreed response, send a useful alert to the named recipient through the agreed channel and within the agreed time, and allow the system to return safely to normal.

The sprint passes when those tests pass and the agreed handover items have been delivered. We record the results and give you the evidence. You may run or witness the tests. If you choose not to attend after reasonable notice, the recorded objective results still determine acceptance. The final balance may then be invoiced; subjective approval is not an additional test.

9.3 If a test fails because of our work, the final balance is not due. We have up to 10 working days to correct the defect and rerun the test at no extra charge. If it still does not pass, no final balance is due unless we both agree a reduced scope and reduced balance in writing.

9.4 If a test is blocked, it has neither passed nor failed. The delivery date moves by the time blocked, and sections 7.5 and 7.6 apply. The final acceptance balance does not become due unless the original test or an agreed replacement test passes. If the engagement ends before acceptance, any amount due is determined under section 11 and is not an acceptance invoice.

9.5 Payment terms. Invoices are due within 14 days of the invoice date.

9.6 Tax. The price in the Engagement Note is the full amount payable. We are not currently VAT registered, so no VAT is added. If that changes we will tell you before it affects any price quoted to you.

9.7 Late payment. If an invoice is overdue we may charge interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. We will ask you about it before we do.

9.8 Expenses. We do not charge expenses unless the Engagement Note says so and you agreed to it first. Travel to meet you in London is on us.

10. Warranty, and what we do not promise

10.1 Thirty-day warranty. For 30 days after handover, we fix defects in our work and tune the checks and alerts we installed so that they continue to meet the behaviour agreed at acceptance. This does not include new features, newly discovered product problems, changes made by you or anyone else, third-party failures, or 24/7 monitoring or incident response.

10.2 We will tell you when a rebuild is the wrong answer. If we think fixing your existing product is cheaper or better than rebuilding it, we will say so, even where the rebuild would be the larger engagement for us.

10.3 What we do not promise. We cannot promise that your software will be free of defects, that it will never go down, that no security vulnerability will ever be found in it, or that it will handle any particular level of traffic unless an Engagement Note says so specifically and measurably. Software is not perfectible, and anyone telling you otherwise is selling something.

10.4 Everything we build is standard and documented, using ordinary tools, in accounts that you own. If you stop working with us, nothing stops working, and any competent engineer can pick it up.

11. Ending it

11.1 Either of us may end an engagement by writing to the other, at any time, without giving a reason.

11.2 If you end it: you pay for work completed up to that point, and nothing else. There is no notice period, no cancellation fee and no minimum term. You keep everything produced so far under section 2. We hand over what exists, in the state it is in, with a written note of where things stand and what we would do next. If you end a Flow Protection Sprint because our work still fails acceptance after the cure period in 9.3, no final balance is due.

11.3 If we end it: you pay for work completed, and we refund any part of a fixed price you have already paid for work not yet done. We hand over everything, with the same written note.

For a Flow Protection Sprint that has not passed acceptance, the total due under 11.2 or 11.3 cannot exceed the initial 50% payment. If the value of work completed is lower, we refund the unused part. Any different termination payment must be stated in the Engagement Note before the sprint begins.

11.4 What survives. Sections 2 (your intellectual property), 3 (confidentiality), 5 (AI tools), 6 (personal data), 8.3 (the report is yours), 12 (liability) and 13 (general) continue after this agreement ends.

12. Liability

12.1 What neither of us can exclude. Nothing here limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited.

12.2 Our limit. Apart from 12.1, our total liability to you in connection with an engagement is limited to the total fees you have paid us under that Engagement Note.

12.3 Indirect loss. Neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, goodwill or anticipated savings, except as set out in 12.1.

13. General

13.1 Governing law. This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction. If you are outside the UK and this is a problem for you, tell us before you sign and we will discuss it.

13.2 The whole agreement. This document and the Engagement Note are the whole agreement between us on this work, and replace anything said before. Neither of us is relying on any statement not written down here, though nothing excludes liability for fraudulent misrepresentation.

13.3 Changes. Changes must be in writing and agreed by both of us. If we update our standard agreement later, the version in force for you is the one you signed, not whatever is on our website at the time.

13.4 No partnership. Nothing here makes us partners, employees, or agents of each other.

13.5 Assignment. Neither of us may transfer this agreement to anyone else without the other's written permission, except that you may transfer it to someone who buys your business.

13.6 Third parties. Nobody other than you and us has any right to enforce this agreement.

13.7 If part of this is unenforceable, the rest of it still applies.

13.8 Notices go to the email addresses in the Engagement Note.

Signatures

For SleepEasy

Ruslan Diachenko · Signature: [] · Date: []

Slav Hurmanau · Signature: [] · Date: []

For the client

Name: [] · Position: [] · Signature: [] · Date: []

Ruslan Diachenko and Slav Hurmanau, trading as SleepEasy · [address] · [email] · sleepeasy.dev