

LLC “Londonskaya Marine Agency” hereinafter referred to as **Executor** represented by Director **Khutorian Arkadiy Lvovych** acting on the ground of Articles of Association, for one part, and

_____ hereinafter referred to as **Customer** represented by Director _____ acting on the ground of Articles of Association, for the other part, together hereinafter referred to as **Parties** and each separately as **Party**, executed this Agreement as follows:

1. Subject of Agreement

1.1. Customer commissions and Executor undertakes to search, recruit and provide candidate(s) to the Customer according to requirements specified in Annex No.1 to this Agreement constituting an integral part of this Agreement as well as shall arrange interview between the Customer and potential candidates for the declared vacancy and the Customer shall accept and pay for such services of the Executor according to conditions of this Agreement.

2. Liabilities of the Parties

2.1. Executor shall:

- 2.1.1. Provide services stipulated in this Agreement.
- 2.1.2. Perform assessment of correspondence of candidates according to data specified in Annex No.1 to this Agreement.
- 2.1.3. Provide at least 3 candidates for each vacancy declared by the Customer.
- 2.1.4. Provide detailed information (curriculum vitae) to the Customer for review for each recruited candidate.
- 2.1.5. Arrange interview of the authorized representative of the Customer with each recruited candidate at the Customer's office.
- 2.1.6. In case of termination of labor relationship of the Customer with the candidate within 90 calendar days from the moment when such candidate goes to work (except for dismissals due to personnel cuts, Customer's incompliance with Labor Code of Ukraine, circumstances under employment agreement or Customer's incompliance with labor conditions specified in Annex No.1 to this Agreement), Executor shall additionally (one more time) provide candidate for the vacancy declared by the Customer and arrange interview between such candidate and Customer's representative.
- 2.1.7. Consider information about Customer which Executor became aware of in the course of providing services under this Agreement as confidential and shall not disclose it to third parties.
- 2.1.8. Not consider candidates from Customer's company personnel for vacancies to other companies within a year from the moment of performing the last order for the Customer.

2.2. Customer shall:

- 2.2.1. Provide the Executor with any information necessary for performing recruitment of specialists.
- 2.2.2. Appoint date of possible interview or notify about refusal within three days from the moment of receiving candidate's curriculum vitae.
- 2.2.3. Notify the Executor about consent to employ a candidate or give reasons of refusal to employ a candidate not later than 5 (five) business days after interviewing such candidate.
- 2.2.4. Timely notify the Executor in writing about any changes regarding requirements to candidates for the declared vacancy and specified in Annex No.1 to this Agreement.
- 2.2.5. Notify the Executor in case of cancellation of vacancy declared in Annex No.1 to this Agreement within 1 (one) business day from the day of such decision.
- 2.2.6. Not give information about candidates provided according to this Agreement to other organizations without written consent of the Executor.
- 2.2.7. Not try to contact with a candidate without Executor's presence.
- 2.2.8. Pay for Executor's services in the amount and within time limits specified in this Agreement.
- 2.2.9. Notify the Executor about employment of candidate(s) offered by the Executor within one business day from the moment such candidate(s) go(es) to work to the Customer.

3. Cost of services and settlements procedure

- 3.1. Cost of Executor's services under this Agreement shall be determined in Annex No.1 on each vacancy of the Customer and shall not include value added tax (Executor is not a VAT payer).
- 3.2. Payment shall be effected by the way of transfer of funds by the Customer to the Executor's current account in national currency of Ukraine, UAH.
- 3.3. In case of failure to timely pay for services according to **sub-clause 3.2.2.** of this Agreement the Executor shall be released from guarantee liabilities specified in sub-clause 2.1.6. of this Agreement.
- 3.4. In case if the Customer employs more than one candidate from those provided by the Executor or the Customer employs a candidate from those provided by the Executor to any other vacancy within the validity of this Agreement, the Customer shall effect additional payment in the amount specified in Annex No.1 to this Agreement.

4. Services acceptance procedure

4.1. The fact of provision of services and acceptance thereof by the Customer shall be confirmed by Works (Services) Acceptance Act. The fact of provision of services shall be candidate's work (conclusion of civil agreement with the candidate).

4.2. Customer shall sign Works (Services) Acceptance Act along with receiving the services provided or not later than 3 (three) calendar days from the moment of receiving the provided services or give a motivated refusal.

In case of signing or refusing to sign the Works (Services) Acceptance Act within the specified period the Executor shall be entitled to send such Act to Customer's postal address by registered or insured letter. In such case the Act is deemed accepted and services are deemed provided from the moment of transfer of the Works (Services) Acceptance Act to the Customer. The transfer is understood by the Parties as submitting the Act to the post office for sending it to the Customer or delivery of the Act to Customer's representative against signature.

5. Responsibility of the Parties

5.1. For non-execution or improper execution of liabilities under this Agreement the Customer and Executor shall bear responsibility according effective laws of Ukraine.

5.2. In case of refusal to continue working with the Executor after holding interview with candidates for reasons not depending on the Executor (absence of need in such vacancy, etc.), if the Customer provided not less than 3 candidates meeting the Customer's requirements specified in Annex No.1 to this Agreement and the Customer chose own candidate as well as in case of withdrawal of vacancy declared by the Customer and failure to notify the Executor about that according to sub-clause 2.2.4. of this Agreement, the sum paid by the Customer provided in **sub-clause 3.1.1.** of this Agreement is not subject to return.

5.3. In case of failure to comply with time terms of payment specified in **sub-clause 3.2.2.** of this Agreement the Customer shall pay forfeit in the amount of double rate of NBU of the total sum of debt for each day of such delay.

6. Force majeure

6.1. Parties shall be released from responsibility for complete or partial non-execution of liabilities under this Agreement if such non-execution was a result of force majeure circumstances being beyond control of the Parties. In such case period of execution of the corresponding liability shall be extended for the period of such force majeure circumstances and consequences thereof but for not more than 30 calendar days.

6.2. The following is referred to force majeure circumstances: flood, fire, earthquake, other natural disasters as well as war, military operations, strikes, blockades, embargo, export ban, actions of state bodies, enactment of legal acts preventing from execution of conditions of this Agreement or any other emergency circumstances which any Party could not prevent by reasonable means.

6.3. If force majeure circumstances continue for more than 30 calendar days each Party is entitled to refuse from execution of this Agreement.

6.4. Party shall notify the other Party about commencement of force majeure circumstances not later than in 3 days from the moment they occur.

7. Confidentiality

7.1. Information is deemed confidential by the Parties if disclosure thereof may bring to property damage as well as damage to goodwill of the Parties.

Parties shall keep any information received in the course of execution of this Agreement confidential and shall handle it with care within one calendar year after termination of validity of this Agreement.

7.2. All the information about any Party which the other Party became aware of as well as transferred to each other about execution of this Agreement shall be deemed confidential except information not being confidential according to norms of effective laws of Ukraine.

8. Disputes settlement procedure

8.1. In case of any disputes between the Parties on issues provided by this Agreement the Parties shall take all the measures for settling them by the way of negotiations.

8.2. In case of failure to settle disputes between the Parties by the way of negotiations, such disputes shall be subject to settlement in the manner prescribed by effective laws of Ukraine.

9. Validity of this Agreement

9.1. This Agreement comes into effect from the date it is signed by the Parties and is valid till _____ 20__ but in any case till complete execution by the Parties of the liabilities taken.

9.2. Extension of validity of this Agreement is possible by the way of signing additional agreement to this Agreement by the Parties.

9.3. This Agreement can be prematurely dissolved upon initiative of any Party by the way of notifying the other Party about that not later than 10 calendar days till the planned date of dissolution of this Agreement.

10. Other provisions

10.1. Any amendments and supplements to this Agreement are valid only if executed in writing and signed by authorized representatives of both Parties.

10.2. Executor is an income tax payer on the common basis.

10.3. According to provisions of law of Ukraine No.2297-VI dd. 01.06.2010 "About personal data protection" (hereinafter referred to Law) by signing this Agreement the Parties represented by signatories thereof give consent for using personal data thereof only for purposes of execution of this Agreement and shall be deemed informed about rights thereof provide by laws.

10.5. This Agreement is executed in Russian in two counterparts having equal legal power one for each Party.

11. Legal addresses, details and signatures of the Parties

EXECUTOR	CUSTOMER
<p>LLC "LONDONSKAYA MARINE AGENCY"</p> <p>Odessa city, 65012, 46, Pushkinska Street, off.6</p> <p>EDRPOU code 36362093</p> <p>s/a 26003010047592,</p> <p>in JSB „PIVDENNYI”,</p> <p>MFO 328209</p>	
Director _____Khutorian A.L.	

Personnel recruitment requirements specifications

<i>Person making order, full name, title</i>	
<i>Person making decision about employment (full name, title)</i>	
<i>Contact person on the vacancy</i>	

1. Information about company of the Customer

<i>Full name of the company</i>	
<i>Basic directions of activity</i>	
<i>Date of foundation of the company</i>	<i>Staff</i>
<i>Subsidiaries and representative offices in regions if any</i>	
<i>Full name of company administrator</i>	
<i>Contact phone</i>	<i>fax -</i>
<i>E-mail</i>	<i>Website -</i>
<i>Company address</i>	

2. Description of position

<i>Name of vacancy</i>	<i>Number of positions ordered</i>
<i>Why this position became vacant</i>	
<i>For how long this position was opened</i>	
<i>Basic duties:</i>	
<i>Targets set for the specialist:</i>	
<i>Who this employee will subordinate to:</i>	
<i>Is this position related to business trips (if yes then how often) –</i>	

3. Requirements to candidate

<i>Professional requirements:</i>	
<i>Education</i>	
<i>Sex</i>	<i>Age</i>
<i>Key requirements to professional qualification of candidate for this vacancy</i>	
<i>Language skills, level</i>	<i>Computer skills (programs):</i>
<i>Other important skills and competences</i>	
<i>If candidates from other cities are considered? What are moving conditions in such case?</i>	

1. Employment conditions

<i>Existence and duration of probation period while employment</i>
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<i>Level of labor payment for probation period</i>	<i>Permanent salary</i>
<i>Bonuses</i>	<i>%</i>
<i>Social package Meals payment Transportation payment Medical insurance Payment for completing trainings, seminars, etc.</i>	<i>Compensation package: Car Mobile communication Other Apartment, etc.</i>
<i>Form of employment:</i>	<i>Procedure for granting vacation (period, payment conditions)</i>
<i>Place of work:</i>	<i>Working hours:</i>
<i>Opportunity of growth (professional, career)-</i>	<i>Date of going to work:</i>

2. Information for Executor

<i>Desired working experience</i>
<i>Are there candidates you will not consider?</i>
<i>Do you work with other agencies on this vacancy?:</i>

Cost of Executor's services

<i>Cost of services on this application: UAH 15 000,00</i>
<i>Warranty period: 90 days</i>

This application is signed on _____ **20**__

Full name of specialist executor

Signatures of the Parties:

Executor	Customer
<u>Director Khutorian Arkadiy Lvovych</u>	_____
Full name	Full name
_____	_____
Signature	Signature
Seal	Seal

Services Acceptance Act

Odessa city

_____ 20__

LLC “Londonskaya Marine Agency” hereinafter referred to as **Executor** represented by Director **Khutorian Arkadiy Lvovich** acting on the ground of Articles of Association, for one part, and

_____ hereinafter referred to as **Customer** represented by _____ acting on the ground of _____, for the other part, collectively referred to as Parties and separately as Party, executed this Act as follows:

- 1) Executor provided and Customer accepted services under Agreement on _____ .
- 2) List of provided services: **search, recruitment of candidates for declared vacancy, arrangement of interview**

Declared vacancy	Number of persons	Cost of services, UAH for one person (sum in numbers and words)
Full names of provided candidates		
Full names of accepted candidates	Position	Position salary

- 3) Cost of services: UAH _____ (_____).
- 4) Services were provided by the Executor properly and Customer has no remarks or claims to the Executor.
- 5) This Act is executed in Russian in two counterparts having equal legal power one for each Party.

EXECUTOR

CUSTOMER

LLC “LONDONSKAYA MARINE AGENCY”

Odessa city, 65012,
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s/a 26003010047592,
in JSB „PIVDENNY”,
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Director _____ Khutorian A.L.