

FREE SERVICES AGREEMENT No. _____**DATE _____**

UAB "Tik darbas" (*Engl. "Only work"*), hereinafter referred to as the Contractor, represented by the representative of UAB "Tik darbas", who signed this Agreement on behalf of the Contractor, acting in accordance with the provided authorization,

and the customer, specified in this Agreement _____, hereinafter referred to as the Customer, who can not be younger than 18 years old and has read the Free Services Agreement and the terms of the Agreement, have concluded this bilateral Agreement.

1. Object of the Agreement

1.1. In accordance with this signed bilateral Agreement, the Contractor undertakes to provide and guarantee the Customer free mediation in finding and offering services in the Netherlands by submitting a job offer(s) in accordance with the signed Annex No.1 to this Agreement, if the Client meets the requirements and fulfills their contractual obligations.

1.2. The Customer confirms with his signature that he has read and understood the information, provided in Clause 1.1 of this Agreement and undertakes to accept the services provided to him if they comply with the terms of this contract. The Customer _____

(name, last name, signature)

2. Terms used in the contract and their meanings:

2.1. **The Contractor is not the Employer.** The employment relationship is not the subject of this contract. The employer is a Dutch company and reserves the right to:

2.1.1. to increase or decrease the salary in accordance with the applicable Dutch law and the terms of the employment contract.

2.1.2. to pay an hourly wage or a wage calculated on the basis of output.

2.1.3. set output standards and require them to start working after on-the-job training.

2.1.4. to provide or not to provide the opportunity to work overtime or work night shifts.

2.1.5. to terminate the employment contract if the Client does not fulfill the requirements of the employer provided for therein.

2.1.6. to grant or deny the opportunity to work during the holidays.

2.1.7. to extend or not renew the employment contract at the end of its term.

2.1.8. in the event of unforeseen circumstances, the employer reserves the right to change jobs.

2.1.9. change other working and / or leisure conditions in accordance with the legislation in force in the Netherlands.

2.1.10. to dismiss in accordance with applicable Dutch laws and regulations.

2.1.11. to make the final decision on the approval of the workplace for a particular Client.

2.2. **The Contractor is not the owner of the accommodation.** Accommodation is not the subject of this contract. The owner of the accommodation is a Dutch company or a private person who determines the rental and household conditions:

2.2.1. the rental price and what services are included or excluded in this price (gas, electricity, water).

2.2.2. deposit (size of the deposit and term for which it is taken).

2.2.3. duration of accommodation (upon arrival, the Client may be accommodated in temporary accommodation for up to 20 working days).

2.2.4. indemnification (for damaged inventory used in the living space).

2.2.5. relocation costs (when changing the place of residence, relocation costs are paid by the Client).

2.2.6. responsibility for the protection of the valuables (the Client is responsible for the protection of personal valuables).

2.3. **The Contractor is not a transport service provider.** The provision of transport services is not the subject of this

contract. The transport service provider is a Dutch transportation company, a private individual with the possibility to provide transport services under their laws and legislators:

2.3.1. the cost of using transport services.

2.3.2. route (journey to / from work).

2.3.3. damages (for damage to the vehicle)

2.3.4. if the Client finds another place of residence, transport services to / from work may no longer be provided.

3. Obligations of Contracting Parties

3.1. The Contractor Undertakes:

3.1.1. Consult the Client in writing on employment and career issues in the Netherlands by answering the Client's written questions.

3.1.2. Find and offer the Client an Employer in the Netherlands no later than within 30 days from the date of signing the contract.

3.1.3. To provide the Client with a nominal confirmation of the workplace. It will contain information on:

- an approved workplace in a specific area, to which the Client must arrive at the specified time according to the employer's request;

-date of arrival at the Employer (the Client chooses the method of travel and transport and pays the travel expenses);

-salary (not less than the minimum established by law in the country at that time);

-social guarantees;

-conditions of travel to / from work.

3.1.4. To provide the Client with the original or a copy of the employment contract and to acquaint him with its terms. In the case of ancillary work, the employment contract in Dutch or another EU country is signed with the Employer upon arrival at the workplace.

3.1.5. Translations of the documents submitted to the Client into the state language shall be submitted without notarization.

3.1.6. To provide the Client with information mediation on the departure and stay in the Netherlands during the term of this agreement.

3.1.7. In case of unforeseen circumstances, there can be changes of the dates of reservation, work and residence. In this case, the Contractor undertakes to notify the Client of the changes as soon as it becomes possible to notify them.

Unforeseen circumstances: Notification of the employer about bankruptcy, loss of the contract, change of contract start dates, suspension of the contract due to natural conditions or other reasons, inability to ensure full workload, change of living space reservation dates in a specific period.

3.1.8. The date of the newly reserved place of work and residence may not be later than 40 working days from the date of the initial reservation of work and place of residence. In order to fulfill all the obligations of the contract with the Client, the Contractor reserves the right to use the full amount in clauses 3.1.2.-3.1.7. for a specified period without the additional consent of the Client.

3.1.9. The Contractor does not influence the final decision of the Dutch Employer regarding the approval of the workplace for a particular Client. The final decision on the approval of a job for a particular Client is made by the Dutch Employer and the successful candidate is informed. The Contractor cannot take responsibility for the Employer's decision.

3.1.10. The Contractor undertakes through clause 3.1.2 of this contract to submit an offer to the Client in the period of time that is agreed in accordance with the signed Annex No. 1 to this Agreement. The offer must comply with the nature of the work and the minimum wage set by the state on the day of submission of the tender. The submission of such an offer confirms the fulfillment of all the Contractor's contractual obligations. According to the terms of the bilateral agreement, the Contractor shall submit a written report to the Client on the Employer's decision. In the situation specified in this clause, the Client is not provided with any information about the Employer (company name, contacts) and reports on correspondence with the Employer.

3.1.11. To reserve the living space for the Client and submit the documents confirming this and their translation into Lithuanian not later than one day before departure. Documents can be submitted in both Lithuanian and English.

3.1.12. In case of unforeseen circumstances, change the date and address of the reservation of the living space without payment.

Unforeseen circumstances: Notification of the owner of the residential area about the loss of the residential lease

contract, change of contract start dates, suspension of the contract, inability to provide the living space according to the booked date, the Client's inability to arrive at the specified address due to important reasons.

3.1.13. Inform the Client in writing by e-mail about the submission of additional documents that are necessary for the performance of this agreement.

3.1.14. Prepare and order a translation / translate into Lithuanian and provide the Client with the documents necessary for the performance of this agreement.

3.1.15. The forms of documents submitted to the Client are standard, presented in the public space, if there is no written agreement on additional services.

3.1.16. To provide the Client with information on the possibility to organize a trip from Lithuania within the limits of the Contractor's competence.

3.1.17. Provide a test to determine the Client's foreign language level online.

3.1.18. To cooperate honestly, properly and in a timely manner all obligations assumed under this Agreement and required by the legal acts in force in the Republic of Lithuania.

3.2. The Client Undertakes:

3.2.1. Provide correct, accurate information about yourself according to the requirements of the Contractor. The Customer is responsible for the provided incorrect or hidden information.

3.2.2. To have the necessary amount of money for living expenses up to the first salary: food, transport and other expenses (from 150 euros).

3.2.3. To have all certificates, documents required by the Employer (health certificate form 082a, certificate of commencement of pre-trial investigation and conviction, recommendations in Dutch or other, originals of qualification certificates and their translation into Dutch or another language - according to the employer's requirements) . The Customer is responsible for the consequences related to hidden or provided incorrect information.

3.2.4. Deliver certificates and documents to the Contractor, if required by the Employer, within 10 working days from the date of signing this contract. If the Client violates this condition, the Contractor has the right to terminate this contract immediately after the expiration of the 10th day. term, because the Contractor will not be able to perform its contractual obligations according to clauses 3.1 due to the Client's fault:

-health certificate form 082a, confirming that the Client is healthy on the day of issuing the certificate (if the person has health disorders, the job may not be provided);

-certificate of the initiated pre-trial investigation and conviction, confirming that the Client is not in pre-trial investigation has not been initiated on the day of issuing the certificate (if the person is convicted or a pre-trial investigation has been initiated, the job will not be granted). **The certificate must be stamped, signed by the responsible person and numbered.**

3.2.5. To accept the job offer submitted by the Contractor, if the offer is submitted through clause 3.1.2 of this contract. provided for in this bilateral agreement and Annex No. 1 to this Agreement.

3.2.6. The Client must send a confirmation by e-mail about the acceptance of the submitted job offer. By e-mail

info@tikdarbas.lt Confirming that he accepts the submitted offer, the Client undertakes to arrive at the Employer on the specified date. If the date of arrival is not suitable for the Client, he may write a request for postponement of the date of arrival by email. Changing the arrival date is possible only with the consent of the Employer.

3.2.7. Arrive on the date specified in the nominal confirmation of the workplace submitted to the Employer.

3.2.8. To work in the approved workplace for at least 15 weeks and at least 660 hours.

3.2.9. If there is a dispute between the Employee and the Employer, the employment relationship shall be interpreted in accordance with the laws in force in a particular country, with the assistance of the controlling authorities of that country, without the Contractor's participation in this process. The Contractor is not responsible for working conditions that may cause the Client's health problems. All issues shall be resolved between the Employee and the Employer in their employment relationship, in accordance with the laws in force in that country, without the participation of the Contractor.

3.2.10. The Client undertakes to honestly, properly, cooperate and timely fulfill all obligations accepted under this Agreement and binding under the legal acts in force in the Republic of Lithuania.

3.2.11. Properly communicate in real time and execute other instructions of the Contractor based on the mutual agreement of the Contractor and the Client. The Contractor shall not reimburse the Client for any additional costs incurred by him, whether related or not related to the fulfillment of the Contractor's contractual obligations. And does not take responsibility for the decisions made by the Client independently.

3.2.12. If the Customer is unable to fulfill their obligations under clause 3.2 of the Agreement due to the changed conditions, for important reasons, he undertakes to notify the Contractor of any changes by e-mail during the term of the Contract, by email (info@tikdarbas.it) as soon as it is possible to notify, but not later than within 3 working days from the occurrence of such conditions.

3.2.13. All requests or claims must be sent by the Client or his authorized person by e-mail info@tikdarbas.it in accordance with the procedure provided by law. Requests and claims shall be considered if submitted no later than within 30 days from the expiry of the Agreement. All claims must be based on factual evidence.

3.2.14. Payments in accordance with clauses 7.2., 7.4. Of this bilateral agreement are not and cannot be treated as a charge for services rendered. The payments due to each party under the terms of the contract are summarized.

4. Validity of Agreement

4.1. The terms of the Agreement are valid only for a person who must have reached the age of majority (18 years) on whose behalf it is signed and is valid until the full fulfillment of the contractual obligations of both parties.

4.2. If it is not possible to contact the Customer within 48 hours during the contract execution period, this will be properly recorded as an obstacle to the fulfillment of the contractual obligations. The Contractor reserves the right to terminate the contract unilaterally without going to court by notifying the Client in writing 5 days in advance.

4.3. The Agreement shall enter into force and is valid from the date of signing and shall remain in force until the full final performance of the contractual obligations of both parties to the Agreement.

4.4. In case of material breaches of the Agreement, it may be terminated unilaterally, without going to court, informing 5 days in advance. By the agreement between the Parties, a material breach of the Agreement is considered to be:

4.4.1. A deliberate interference to fulfil the obligations of the contracting parties in accordance with Clauses 3.1. or 3.2 of the Agreement without a Significant Reason. By agreement between the Parties, **the Significant Reasons are considered to be only the sickness of the Parties to this Agreement, the death or sickness of the family members, which impedes the performance of the obligations of the Agreement.** In case of the occurrence of the above-mentioned Significant Reasons, the Parties ***undertake to immediately notify about them and to provide supporting documents.*** If the Reasons are Significant and it is notified about them in accordance with procedure, established in the Agreement, the Agreement continues. If the Reasons are not Significant and / or the Party does not provide due notice about the Significant Reasons, it is considered to be a material breach of the Agreement by the Parties.

4.4.2. Submission of the Offer(s) to the Client in violation of the terms set forth in this Agreement. Tenders must comply with the nature of the work and the minimum wage set by the country to which the tender is submitted on the day the tender is submitted.

4.4.3. Refusal of the Client to accept the offer submitted to him, if the offer is submitted through clause 3.1.2 of this Agreement, for the specified period and corresponds to the proposals submitted to it in accordance with the signed Annex No. 1 to this Agreement. The tender must comply with the nature of the work and the minimum wage set by the State to which the tender is submitted on the day the tender is submitted.

4.4.4. Upon acceptance of the submitted offer, the Client's absence from the Employer on the specified date.

4.4.5. Other essential breaches of the Agreement in violation of the terms of any of the agreements and their annexes related to this Agreement (Confidentiality Agreement and this Agreement).

5. Force majeure

5.1. The Party to the Agreement will be released from the failure to fulfill its obligations if it proves that the obligation could not be fulfilled due to force majeure, which could not be foreseen at the time of the conclusion of the Agreement and which could not be avoided or defeated.

6. Applicable Law and Dispute Settlement

6.1. Disputes arising from this bilateral Agreement are settled by negotiations.

6.2. If the Parties fail to settle the dispute by negotiations, the court will investigate it in accordance with the applicable laws of the Republic of Lithuania in accordance with the place of the company's (Contractor's) registration.

6.3. In the event of a dispute between the employee and the Employer, the employment relationship shall be clarified in accordance with the laws in force in the particular country with the assistance of the controlling authorities of that country, without the Executor's participation in the process.

7. Other Provisions of this bilateral Agreement

7.1. This Agreement is concluded in two copies, which has the same legal validity, one of which is transferred to the Contractor, the other - to the Customer. The Agreement is concluded and signed on a voluntary basis.

7.2. The confidentiality obligation will be particularly applicable to any information, records, data and materials, received by the Customer and the Contractor in accordance with this Agreement, as well as any information, obtained in the course of performance of the Agreement and civil relations, arising from it. Any breach of the confidentiality obligation will result in a fine of EUR 1000 (one thousand euros) for each episode for each Party to the Agreement. This Clause is valid for 60 months from the date of signing the Agreement.

7.3. The Party of this Agreement will be authorized to disclose this and any other public information, if required by applicable law, and any other information - only with the prior written consent of the other Party.

7.4. The parties to this contract do not object to the debt incurred in breach of the terms and conditions of this contract, non-payment of penalties provided for in the contract, or other timely payments agreed in this contract or separate agreement, without a court decision, may be transferred to a debt collection company or a bailiff.

7.5. The invalidity of the provisions or any of its part of this Agreement will not affect the validity of the remaining provisions or their parts. The invalid provision must be replaced by the closest provision by its essence.

7.6. This Agreement is the intellectual property of the Contractor. It is strictly forbidden to copy, publish on websites, in the media or elsewhere, or distribute our contract or any part thereof in any form without our written consent, and if consent has been obtained, the Contractor must be cited as the source.

8. Signatures and Legal Details of the Parties

When signing this Agreement I, the Customer, also certify that:

8.1. I am informed of my right to access my personal data processed by the Contractor, to demand correction, destruction of my data or to suspend my data processing actions if the data is processed in violation of the laws of the Republic of Lithuania. I am informed and agree that my personal data will be used for job search and dispute resolution, as well as for recovery in accordance with EU and Lithuanian laws and regulations, if I do not pay the actual debt arising from the terms of the contract in good faith.

8.2. Before signing this Agreement, I have been informed that I have the right to object to the processing of my personal data and I waive that right by signing this bilateral agreement and agree that clause of this agreement 3.1.10. is superior to my right to receive confidential information, except in cases when it can be proved by factual documents that the Law on Legal Protection of Personal Data of the Republic of Lithuania has been violated during the performance of this agreement and processing of personal data.

8.3. I am properly acquainted and familiar with the contract, all the terms of the bilateral Agreement were discussed with me individually and explained orally to me, before signing this Agreement. I agree with all terms of the Agreement, they express my true will and my true expectations _____

signature

8.4. I have been informed and agree that in the event of a breach of the terms of the contracts, any funds paid by me or reimbursed to me by decision, if any, will be used unconditionally for any penalties or compensation provided for in this and the related Confidentiality Agreement. payment.

8.5. I am informed that all information, documents and correspondence between the parties by e-mail are lawful and equivalent to communication between the signatories by post or other means.

8.6. I am informed that all data, correspondence and documents obtained in the course of this Agreement are protected and stored by the Google Business Suite Paid Service.

8.7. I am informed and agree that this Agreement is valid in its entirety and may only be amended or supplemented in writing.

8.8. I am informed and agree that the contract enters into force and begins to be executed upon receipt of my offer (offer) and confirmation that the conditions satisfy me (acceptance), as provided for in Article 6.162, 6.173 of the CC of the Republic of Lithuania.

8.9. I received a copy of the contract belonging to me. I undertake to send the signed contract and its annex No. 1 within the period agreed by the parties to the contract, but not later than within 5 days. from the date of entry into force of the contract.

8.10. Additional information:

- date you want to leave _____
- period for which you commit to work (at least 15 weeks) _____
- Do you have any health problems _____
- Were you convicted? _____

CLIENT:

Name, surname _____
Personal code _____
Passport or ID number _____
Declared address _____
Email _____
Phone number _____
Signature _____

Agency:

Agency name: UAB Tik darbas
Agency code: 304245548
Agency email: info@tikdarbas.lt
Signature _____

The company does not use the stamp in its activities. Such a right is provided for in the laws of the Republic of Lithuania.

Data protection:

Personal information related to you is processed in accordance with the procedure established by the Law of the Republic of Lithuania and the EU on the Legal Protection of Personal Data.