

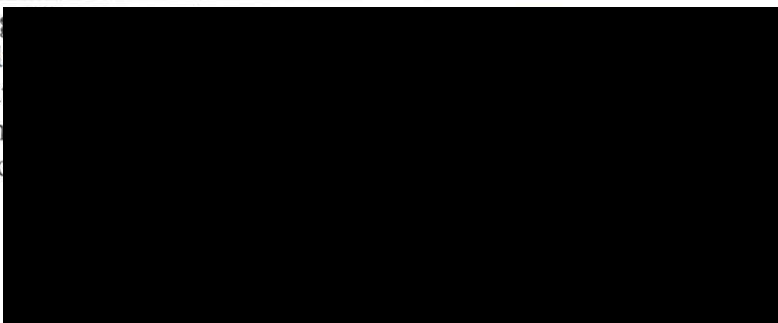
Recruitment Agreement ISR-UZ-17

Made and signed on the 1 of the August, in the year 2024

BETWEEN:

shoshanim koach adam 2023 LTD,

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om one side;

"WORKMALL XUSUSIY BANDLIK AGENTLIGI" LLC
LICENSE N 215300

Address: 41A Str., Glinka, Yakkasaray, Tashkent, Uzbekistan

Email: info@workmalluz.com

Mr. Bakhromjon Holikov

Phone Number: (+998 99) 900 00 33.

("The Recruiter")

From second side:

Whereas: And the company is an Israeli company authorized to act as a labor contractor for the employment of foreign workers in the construction industry according to Section 10 of the Law on the Employment of Workers by Labor Contractors, 5766 1996 (hereinafter: "**The Law on Labor Contractors**"), and has the knowledge, the right and the ability to recruit and employ in a manner immediately new foreign workers to the building, in accordance with an exceptional arrangement approved by the Israeli government, which is not part of the bilateral agreement of the State of Israel.

Whereas: And the recruitment company is a company whose seat is in Uzbekistan and has the knowledge, expertise, and work experience in several countries, as well as in Israel, and has the manpower, resources and skills required for the purpose of recruiting professional Uzbekistani workers from the construction field and has the licenses required to recruit these workers according to any law.

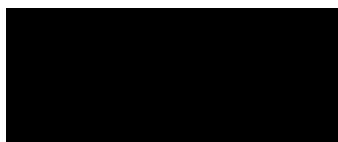
Whereas: And the company is interested in the recruitment company recruiting foreign workers for it in the field of construction, all subject to the terms of this contract.

Whereas: And the company wishes that the recruitment company provide all the services required for the recruitment of the employees until the employees arrive in Israel to work for the company as detailed below;

Whereas: And the parties wish to raise their aforesaid agreements in writing, and as follows;

NOW THEREFORE in consideration of their mutual promises and undertakings hereunder,
the parties hereto agree as follows:

1. Introduction:



- 1.1 The introduction to this agreement forms an integral part thereof.
- 1.2 The sections headings are given for convenience of orientation only and are not to be construed as an interpretive means.

2. The nature of the contract and the provision of the services

- 2.1 The Company is interested in entering this contract with the recruiting company, and the recruiting company undertakes and undertakes to recruit workers for the company in the professions, and in the requested quantity, as defined by the company in the invitation letter attached as **Appendix A** to this agreement (hereinafter: "**the Order letter**") and in accordance with what is stated in the agreement It.

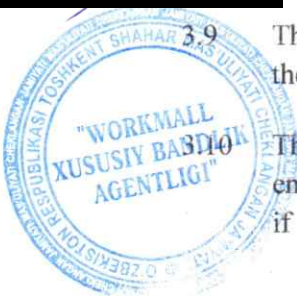
3. Statements and obligations by the recruiter

- 3.1 That is a company lawfully incorporated in Uzbekistan.
- 3.2 That it has a license to recruit employees from Uzbekistan to work around the world.
- 3.3 That the signatory on its behalf is authorized to sign on behalf of the Recruiter in this agreement.
- 3.4 That it has the professional knowledge, ability, skills, expertise, specialize, experience and pool of employees needed to provide the services at an excellent professional level and with maximum efficiency to the satisfaction of The Company and has at its disposal the full means, tools and manpower required for it.
- 3.5 That it undertakes to fulfill its role with loyalty and dedication, and to use its skills, knowledge, and experience for the benefit of The Company and The Company's clients. The Recruitment Company also undertakes that all the services it will provide to The Company will be in an adequate quality and accuracy and will meet the requirements of any law.
- 3.6 That it has all the approvals and/or licenses required by any law to manage its activities, and in particular, to carry out all its obligations according to this agreement, including, without detracting from the generality of the foregoing, to lawfully recruit foreign workers in the State of Uzbekistan for their work in Israel. The recruitment Company will hold all the licenses, permits and approvals required for its activity during the entire period of the agreement, and hereby undertakes that it operates and will operate in connection with the execution of this agreement according to the provisions of any law.
- 3.7 That it is not and will not be bound, if this agreement is in force, in any contract or commitment that places her or anyone on her behalf in a conflict of interest regarding her obligations under this agreement, and that there is no legal, lawfully, or other impediment that prevents it from signing this agreement and perform the obligations according to this agreement.

The Recruitment Company will present to The Company, in accordance with The Company's request, and as quickly as possible, any required approval in connection with the provision of recruitment services.

The Recruiter will fully cooperate with The Company and/or anyone on its behalf, including in the request for documents, references, information, etc.

The recruiter must avoid any delay in the employee's passport illegally and/or holding the employees' passports illegally and without the employee's full prior written consent. In any case, if The Recruiter holds any passports of the employees for more than a few hours for a legitimate



need and with the consent of the employee, it will notify The Company of this without delay.

- 3.11 That the Recruiter and/or anyone on its behalf will not receive any consideration from the foreign workers, including an agency fee, in money or not, and that it undertakes not to collect any payments from the foreign workers for their recruitment.

4. Statements and obligations by the company

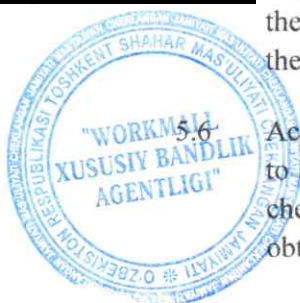
- 4.1 That it is a company legally incorporated in Israel as a corporation of foreign workers in the construction industry in accordance with the Law on Personnel Contractors.
- 4.2 That it is authorized to enter into this agreement and has made all the decisions necessary for it under any law and according to its incorporation documents for the purpose of entering into this agreement and all its appendices, its implementation and approval of all actions under it.
- 4.3 That there is no limitation, prevention, prohibition, or requirement, inter alia, according to law or according to the company's incorporation documents or according to any agreement or according to any approval or license given to it, to enter into this agreement and/or to fulfill its obligations according to it, in full and on time and the performance of everything stated therein.
- 4.4 That it will employ the employees recruited by the recruitment company in accordance with the law and subject to regulated employment agreements to be signed with the employees.

5. The Recruitment services

- 5.1 The recruitment company will provide screening and diagnostic services to potential candidates for the recruitment and employment of Uzbekistan workers in the field of construction according to demand letters in the form attached as **Appendix A** to this agreement.
- 5.2 The company will send in writing to the recruitment company, in the order letter, the number of employees required, the professions and positions in which they will be employed, the type of work required, the working conditions, such as the working days of the week, the working hours, the salary conditions for each position, etc., and will also provide any additional information that may be required to the recruitment company In order to recruit the employees and provide all the required data to the employees before their arrival to work for the company.
- 5.3 The company will sign to the recruitment company a power of attorney allowing it to operate and recruit employees for the company in accordance with the instructions of the law in Uzbekistan and in accordance with the wording of the attached here as **Appendix B** to this agreement.
- 5.4 The Company will send The Recruitment Company a written employment agreement written in Hebrew and in the employee's language, which will specify all the terms of employment of the foreign workers in accordance with Israeli labor law (hereinafter: "**The Employment agreement**").

After receiving the order letter, the power of attorney, the recruitment agreement and the employment agreement for the employee, the recruitment company will work to locate and recruit the employees in Uzbekistan from an existing database and from additional databases that meet the requirements of the order.

5.6 According to the requirement of the order letter, it is the responsibility of the recruitment company to act to gather all the suitable employees for the company's invitation, among other things, to check the resumes of each candidate, contact previous employers of the employees to verify and obtain appropriate opinions and perform an initial professional screening. The aforementioned



screening will be done according to the needs of the company, its requirements and instructions from time to time and based on the job description as defined by the company. It is hereby clarified that all the costs of the relevant tests and examinations are the responsibility of the recruitment company and its responsibility only.

- 5.7 After locating the relevant employees, the recruiting company will forward the list of employees, their details, including passport photos, resumes, professional certificates, letters of recommendation from previous employers attesting to the professionalism and experience of each candidate and any other documents required by the company.
- 5.8 Every candidate located by The Recruitment Company must declare to The Recruitment Company, at the very beginning of the recruitment process, that he has no first-degree relatives (parents, spouses, children) residing in Israel, including those legally residing, since according to the procedure their entry or continued stay in Israel is prohibited for foreign workers who have first-degree family members staying in Israel, including legally staying.
- 5.9 After the company approves the candidates, the recruitment company will coordinate with the company on holding a professional screening in Uzbekistan to be carried out by the recruitment company in the presence of a professional representative on behalf of the company. The screening will be held at a place determined by the recruitment company or by the Population and Immigration Authority of Israel in accordance with the guidelines. The place that will be allocated for the purpose of performing the screening will include all the equipment required for the purpose of checking the professionalism of the employees, and everything is coordinated in advance with the company. After conducting the professional test of all the candidates, the company will select the employees it is interested in, and they will undergo a personal interview separately to check their personal suitability to work in the company.
- 5.10 If that the company representative has made a positive decision regarding the employees found to be suitable, the company representative will sign a direct employment agreement with each employee.
- 5.11 The company will work with the relevant authorities in Israel for the purpose of issuing work permits to the selected employees.
- 5.12 The recruitment company will operate in Uzbekistan for any requirement, among other things, in producing medical certificates, certificates from the police, ongoing treatment with the Israeli embassy in Uzbekistan for all employees selected by the company and who have passed the required screenings, and this to coordinate and regulate the receipt of work visas for all employees for the purpose of their arrival to work in Israel.
- 5.13 The recruitment company will assist to deliver, in accordance with the company's requirement and the procedures of the Population and Immigration Authority and/or the Israel embassy in Uzbekistan, a certificate from the police in the country of origin of the employee that the employee has no criminal record.

Without detracting from the above, The Recruitment Company will inform each candidate, already at the beginning of the process, that he will have to provide various documents for the process and that he is able to meet the requirements of the required documents. Among other things, in the case of a married employee, he must attach an acceptable public certificate to prove his personal situation, which includes the details of his spouse, to verify that the spouse is not residing in Israel.

- 5.15 After receiving the approval of the work visas for the employees, the recruitment company will



accompany the employees to the airport for the purpose of flying the employees to Israel, and all the related for that purpose.

5.16 The recruitment company undertakes that only the employees who were selected on behalf of the company will come to work in the company.

1. The recruitment company undertakes that during the first 3 months of work of the employees recruited by the company through the recruitment company, if it is found that an employee and/or several employees who arrived and started working for the company - runaway/abandon/ behaved in a manner that does not meet the company's requirements, then the recruitment company undertakes to replace the employee(s) at its own expense those found not to be suitable in other employee(s) according to the company's choice and after having been sorted and filtered accordingly by the company. If the employee does not complete a full 3-month work period, no recruitment fee will be paid for him.

2. The parties hereto agree that in the event that the employee does not arrive in Israel for any reason whatsoever, the company shall be discharged from any and all payment obligations.

5.17 The recruitment company will ensure that the employees selected by the company will undergo a basic course to learn Hebrew in their country of origin before arriving in Israel, in order to optimize the day-to-day work.

5.18 The employees found to be suitable for the company, and this in accordance with the order document sent by the company, will be employed after their arrival in Israel by the company, in accordance with and subject to any relevant law in the State of Israel and in accordance with the requirements of the mandatory labor laws in Israel.

6. The consideration and the terms of payment

6.1 The parties declare and agree that the consideration is 400 \$ for recruiting each employee (hereinafter: "the consideration").

6.2 The consideration will be paid to the recruitment company within 20 days of the workers' arrival in Israel.

6.3 After paying the full consideration for recruiting the employees to The Recruiter, The Recruiter will send to The Company a tax invoice or receipt in accordance with what is customary in the country of origin.

7. Additional costs

7.1 It is hereby clarified that all required payments, including employee salaries, taxes, payment of social rights to employees, payment of medical insurance, living expenses, transportation from the employees' place of residence to their place of work in the company and their return, etc., as required by the provisions of the law and/or any other expense related to the employment of the employees is on the company and its direct expense only.

The recruitment company hereby confirms that it will not collect any fee from the employee except for expenses for documents and administration as approved by law.

8. Non-applicability of an employee-employer relationship

8.1 The Recruiter and The Company hereby declare that nothing in this agreement or any of its terms is intended to create an employee-employer relationship between their staff and The Company



regarding the provision of services in accordance with this agreement.

8.2 For the avoidance of doubt, it is clarified that entering into this agreement is based on the agreement of the parties and that between The Company and The Recruitment Company and/or their employees and/or anyone on their behalf, there is no employee-employer relationship, and The Recruitment Company and/or those on their behalf will not be entitled from The Company to payment of salary and/or social rights and/or any other right.

9. **Miscellaneous**

9.1 This agreement shall take effect after the signatures of all parties.

9.2 This Agreement exhausts the entire agreement between the parties, and supersedes any agreement, acceptance, memorandum of understanding, prior presentation, or other obligation.

9.3 Any amendment or addition to the contract shall be made in writing and signed by both parties, otherwise they shall have no effect.

9.4 **Place of jurisdiction:** The place of jurisdiction regarding this agreement will be assigned exclusively to the Magistrate's Court in Tel Aviv, Israel.

9.5 **Sending Messages:** The addresses of the parties for the purposes of this agreement are as specified in the title. Any notice sent from one party to another by E-mail will be considered as having reached its certificate within 24 hours.

IN WITNESS WHEREOF. The Parties hereby sign:



The Company



The Recruiter