

AGREEMENT
BETWEEN WORKMALL XUSUSIY BANDLIK AGENTLIGI LLC
AND
“SQUEAKY CLEAN D.O.O.”
ON THE ORGANIZED RECRUITMENT AND EMPLOYMENT OF CITIZENS OF THE
REPUBLIC OF UZBEKISTAN FOR CONDUCTING TEMPORARY LABOUR ACTIVITIES IN THE
TERRITORY OF CROATIA

“WORKMALL XUSUSIY BANDLIK AGENTLIGI” LLC (hereinafter - the **Sending party**), represented by the Director Kholikov Bakhromjon Ilhomjonovich and “SQUEAKY CLEAN D.O.O.” company (hereinafter - the **Receiving party**), represented by the Director Tatjana Maretić hereinafter referred to as the Parties guided by the principles of legality and striving to ensure the protection of the social, economic and other rights of migrant workers engaged in temporary labor activities in the territory of Croatia, recognizing the priority of organized recruitment and employment of citizens of the Republic of Uzbekistan for conducting temporary labor activities in the territory of Croatia,

Have agreed as follows:

1. Object and purpose of Agreement

1.1. This Agreement determines the procedure and conditions for the interaction of the Parties in the implementation of an organized recruitment and employment of citizens of the Republic of Uzbekistan for conducting temporary labor activity in the territory of Croatia.

1.2. The receiving party undertakes to fully fulfill the obligations set forth in paragraph 5.1.

1.3. The sending party undertakes to fully fulfill the obligations specified in paragraph 5.2 of this Agreement.

2. Terms and Definitions

The terms used in this Agreement have the following values:

“**Organized recruitment and employment**” - a set of measures for the organized recruitment of citizens of the Republic of Uzbekistan for conducting labor activity in the territory of Croatia;

“**Temporary labor activity**” - the work of a migrant worker in the territory of Croatia, carried out on the basis of concluded labor contract with an employer, as well as in accordance with the procedure and terms determined by the legislation of Croatia and this Agreement;

“**Job Seeker**”- an individual, a citizen of the Republic of Uzbekistan, who has applied to the Sending Party for the service of finding a suitable job and assistance in finding employment in the territory of Croatia;

“**Selection**” - a set of measures for the organized recruitment of job seekers to carry out temporary labor activity in the territory of Croatia;

“**Candidate**” - an applicant who has been selected on the basis of this Agreement;

“**Migrant worker**” - a person, citizen of the Republic of Uzbekistan, at the age not less than 18 years old, which has been selected based on this Agreement and legally resides and conducting labor activity in the territory of Croatia;

“**Employment contract**” - an agreement entered into between the employer and the migrant worker in the manner prescribed by the laws of Croatia and this Agreement;

“**Permit**” - a document issued by the competent authorities of Croatia in accordance with the laws of Croatia confirming the right of a migrant workers to carry out temporary labor activity in the territory of Croatia;

“**Competent authorities**” bodies of state authorities of the Parties, whose terms of reference cover the resolving issues related to the labor relations.

3. Procedure of payment for services rendered

3.1. The costs associated with financing the Receiving Party's special selection requirements are non-refundable.

4. Requirements for conducting labor activity

4.1. Employment of a Candidate for temporary labor activity is carried out on the basis of an employment contract concluded with the Receiving Party in accordance with the legislation of Croatia.

4.2. The Receiving party and migrant workers are obliged to abide by the laws of Croatia.

4.3. Migrant workers have the right to rest in accordance with the legislation of Croatia and the terms of the employment contract.

4.4. Migrant workers by agreement with the Receiving Party, can be exempted from labor activity on the day of Eid al-Adha.

4.5. Medical support for migrant workers on the territory of Croatia is carried out in the manner prescribed by the legislation of Croatia and international treaties to which the states of the Parties are participated.

4.6. A prerequisite for the implementation of labor activities in Croatia of migrant workers in the manner of organized recruitment and employment is the availability of a contract (policy) of voluntary medical insurance, valid in the territory of Croatia.

4.7. Taxation of income of migrant workers is carried out in accordance with the legislation of Croatia and international treaties in the field of taxation, the states of the Parties are participated.

4.8. Migrant workers have the rights and obligations provided by the legislation of Croatia.

4.9. Migrant workers have the right to social insurance (except for compulsory medical insurance) and pensions in accordance with the legislation of Croatia and international treaties to which the states of the Parties are participated.

4.10. A migrant worker has the right to receive information from the competent authorities of Croatia regarding the conditions and procedure for his stay and employment in the territory of Croatia, as well as the rights and obligations arising from the legislation of Croatia.

4.11. For the purposes of this Agreement, the Parties have the right to use the available information resources to post on them the information provided for by the legislation of Croatia necessary for citizens of the Republic of Uzbekistan who plan to carry out and conduct labor activities in the territory of in the manner of organized recruitment and employment.

5. Rights and obligations of the Parties

When implementing an organized recruitment and employment of migrant workers within the limits of their competence:

5.1. The receiving party in the manner prescribed by the legislation of Croatia:

5.1.1. sends the relevant Applications indicating the requirements for the state of health of candidates for the selection of applicants in the form, according to the appendix to this Agreement;

5.1.2. provides a draft employment contract for familiarization with candidates for employment;

5.1.3. informs the Sending Party on the requirements for the state of health of candidates;

5.1.4. provides on the basis of agreement of the Parties, the payment of accommodation for the employment of citizens of Uzbekistan;

5.1.5. takes measures to ensure guarantees of personal safety, protection of rights and freedoms, as well as the safety of the property of the migrant worker in accordance with the legislation of Croatia;

- 5.1.6. after the arrival of migrant workers on the territory of Croatia, the Receiving Party assists in obtaining a permit document for candidates in accordance with the requirements of the authorized body;
- 5.1.7. provides places of residence in accordance with the necessary standards and sanitary and hygienic norms, safe working conditions and labor protection, as well as safety measures at their workplaces;
- 5.1.8. guarantees wages not lower than the minimum level established by the legislation of Croatia.
- 5.1.9. informs the Sending Party of the cessation or termination (including early) of the employment contract with the migrant worker within two working days, indicating the reasons that led to the adoption of this decision;
- 5.1.10. if the candidate for employment is not employed due to the unmotivated refusal of the Receiving Party (they do not include absenteeism, non-performance of work duties, violation of the stay regime, etc.) from hiring or through the fault of the Receiving Party on the grounds provided for in this Agreement, the return of a labor migrant to the Republic of Uzbekistan is carried out at the expense of the Receiving Party with the payment of appropriate compensation for failure to fulfill obligations;
- 5.1.11. in case of death or damage to the health of a migrant worker as a result of an accident at work or an occupational disease through the fault of the employer, the employer guarantees the fulfillment of obligations to reimburse the costs associated with the return of the migrant worker or/and ritual services and transportation of the body to the Republic of Uzbekistan;
- 5.1.12. provides to the Sending Party photographs, videos of workplaces and living conditions of potential employees of the Receiving Party for a presentation on the conditions of employment, the nature of the proposed work, working hours, working conditions, remuneration and social guarantees;
- 5.1.13. guarantees not to send labor migrants and candidates under the management and control of an individual or legal entity that is not a subsidiary of the Receiving Party.
- 5.1.14. guarantees the payment of the average monthly salary of the employee during the period of forced downtime due to the fault of the employer.

6. Sending Party:

- 6.1. informs the citizens of the Republic of Uzbekistan about the possibility of employment in the Croatia in the manner of organized recruitment and employment of migrant workers;
- 6.2. selects candidates from among the citizens of the Republic of Uzbekistan who have the required qualifications and work experience according to the submitted applications;
- 6.3. organizes interviews with candidates from among citizens of the Republic of Uzbekistan for employment on the territory of Croatia.
- 6.4. coordinates with the Receiving Party the candidacies of citizens of the Republic of Uzbekistan with the required qualifications and work experience, as well as draft labor contracts;
- 6.5. coordinates draft labor contracts with job candidates before departing to Croatia;
- 6.6. issues an Invoice-Agreement within 5 (five) banking days in accordance with clause 3.1. and 3.3. present agreement;
- 6.7. upon receipt of information on non-compliance by the Receiving Party with the legislation of Croatia, sends this information to the competent authorities of Croatia;
- 6.8. unilaterally refuses to fulfill the terms of the Agreement by notifying the Receiving Party in writing
10 (ten) business days prior to the forthcoming unilateral termination of the Agreement, in the following cases:

- a) non-compliance by the Receiving Party with its obligations to pay for the services specified in clause 3.1. and 3.3. present agreement;
- b) unmotivated evasion by the Receiving Party from conducting an interview and selecting candidates, which entails the impossibility of fulfilling the Agreement;
- c) changes in the requirements for candidates or working conditions (changes in the Application) after the list of selected candidates has been agreed upon, which entails the impossibility of fulfilling the Agreement by the Sending Party;
- d) full or partial failure of the Receiving Party to comply with the terms of this Agreement.

7. Validity of the Agreement

7.1. This Agreement enters into force from the date of signing and is valid until the Parties fully fulfill their obligations.

7.2. Each of the Parties may terminate this Agreement after the termination of the employment contract with the last labor migrant dispatched by organized recruitment, notifying the other Party in writing. In this case, this Agreement will cease after 1 month from the date of receipt of such notification.

7.3. In the event of termination of this Agreement, the Parties will settle the obligations arising during the period of this Agreement.

8. Responsibilities of the Parties

8.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the states of the Parties.

9. Force Majeure

9.1. In case of non-compliance (improper execution) of the terms of this Agreement due to force majeure circumstances (natural disasters, military actions, emergencies, changes in the legislation of the states of both parties, etc.), not related to the will and actions of the parties, the guilty party is released from responsibility.

10. Confidentiality

10.1. The Sending Party undertakes not to disclose any information about the Receiving Party containing confidential information obtained in the course of cooperation under this Agreement.

10.2. The Receiving party independently processes the personal data of the Candidates who have entered work in accordance with the requirements of the Labor Code of Croatia and the Croatian law bears responsibility for their observance.

10.3. The Parties undertake not to disseminate in the public domain (mass media, press, Internet, etc.) information received from the other Party, without the consent of the other Party for each such case.

11. Settlement of disputes

11.1. All disputes and disagreements that may arise from this Agreement will, if possible, be resolved through negotiations between the Parties.

11.2. Issues not settled during the negotiations, the Parties set out and send in writing. The Party that received the complaint sends a written response to the Party that made the complaint within 10 (ten) business days from the date of receipt of the claim.

11.3. If the Parties do not come to an agreement, then all disputes related to this Agreement shall be considered in the courts of general jurisdiction of the states of the Parties.

12. Anti-corruption clause

12.1. In the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not pay, offer to pay or permit the payment of any money or valuables, directly or indirectly, to any person to influence the actions or decisions of these persons in order to obtain any improper advantage or to achieve other improper purposes.

12.2. When fulfilling their obligations under this Contract/Agreement, the Parties, their affiliates, employees or intermediaries do not carry out actions qualified by the current legislation as giving/receiving a bribe, commercial bribery, as well as other actions that violate the requirements of applicable law and international anti-corruption acts.

12.3. If a Party suspects that a violation of any of the provisions of this paragraph has occurred or may occur, the relevant Party undertakes to notify the other Party in writing. In a written notice, a Party must refer to the facts or provide materials that reliably confirm or give reason to believe that a violation of any of the provisions of this paragraph by the other Party, its affiliates, employees or intermediaries has occurred or may occur.

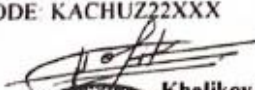

12.4. If one Party violates the provisions of this paragraph, the other Party has the right to terminate the Agreement unilaterally out of court by sending a written notice of withdrawal from the Agreement.

13. Final provisions

13.1. Changes may be made to this Agreement by mutual agreement of the Parties, which are formalized in separate protocols, which enter into force in the manner determined for the entry into force of this Agreement, unless otherwise specified by the protocols themselves. At the same time, the protocols are integral parts of this Agreement.

13.2. This Agreement is concluded by exchange by official e-mail, 20.03. 2024, in two original copies, in English.

In case of disagreement in the interpretation of the provisions of this Agreement, the text in English shall prevail.

DETAILS OF SENDING PARTY	DETAILS OF RECEIVING PARTY
<p>"WORKMALL XUSUSIY BANDLIK AGENTLIGI" LLC</p> <p>Address: 41a, Glinka Street, Yakkasaray, Tashkent, Uzbekistan Phone: (+998) 71 200 86 00 Email: info@workmall.uz Bank details: Bank: "Капиталбанк" JSCB, Sergeli branch Account: 20208000105728572001 (сум) 20208840405728572001 (долл. США) 20208978805728572001 (Евро) MFO 01042 TIN 310982862 SWIFT CODE: KACHUZ22XXX</p> <p>Director  Khalikov B.I.</p>	<p>"SQUEAKY CLEAN D.O.O."</p> <p>Address: Vrh Martinšćice 92, 51221 Kostrena, Croatia Phone: (+385) 97 679 40 85 Email: info@squeakyclean.hr Bank details: Erste&Steiermärkische Bank d.d. Account: HR9024020061101192072 SWIFT/BIC: ESBCHR22</p> <p>Director Tatjana Maretić </p>



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