

**OFFER  
ON RENDERING ASSISTANCE IN JOB OFFER EXECUTION ON THE WORK AND  
TRAVEL USA PROGRAM**

Kaliningrad

«19» September 2011

This Contract is a public offer of “Jobofer, Ltd.” (hereinafter referred to as the Executor) with any individual (hereinafter referred to as the Customer) accepting this offer on the under mentioned terms.

The Customer’s prepayment for the Executor’s services is considered the offer acceptance (entering the offer agreement).

**Terms and Definitions**

In this Agreement the following terms shall have the following meanings:

**Offer** means document “Offer on rendering assistance in job offer execution on the Work and Travel USA Program”, placed in the Internet at [http://www.jobofer.ru/agreements/student\\_agreement\\_eng.pdf](http://www.jobofer.ru/agreements/student_agreement_eng.pdf)

**Work and Travel USA Program** (hereinafter referred to as the “Program”) shall mean a cultural exchange program allowing the students to legally work and travel in the USA during vacation for up to 4 months.

**Participant** shall mean a student taking part in the Program.

**Job Offer** shall mean an American employer’s job offer to the Program Participant.

**Employer** shall mean an American employer issuing a Job Offer to the Program Participants.

**Program Sponsor** shall mean an organization, certified by the State Department of the USA, executing a work permit (Form DS-2019), medical insurance and providing 24/7 information support for the Program Participants on the territory of the United States.

**Application** shall mean an electronic application for a Job Offer processing that shall contain the Participant’s personal information including his/her full name, e-mail address, education information, work experience description, Program Sponsor, date of arrival and return, number of the work position chosen, etc.

**Web-site** shall mean the content of the Internet web-pages at <http://www.jobofer.ru/en/>.

**User** – any individual registered at the Web-site and being awarded a unique login and password to enter the protected Web-site pages.

**Customer’s Account Information** shall mean his/her unique user’s name and password to enter the protected Web-pages. The unique user’s name is the user’s login mentioned by the Customer when registering at the Web-site.

**User’s Account** shall mean the Web-site part where the User gets when entering his registration information (login and password) and receiving access for editing and deleting his/her personal

and other data or Applications, receiving and sending messages to other Web-site users and other information.

**User's Database** shall mean a complex of notes containing information about the Employers on the Internet at <http://www.jobofer.ru/en/>.

**Personal Account** – a means of fixing statistic information on the Contract accounts settlement, Job Offer Customer's acquisitions, the Customer's unused funds being at the Executor's disposal or any other information that is significant for the Parties. The Personal Account is formed by the Executor under the Customer's instruction by means of software, has its own unique number being an ID number for the Contract execution.

## **1. Subject-Matter of the Agreement**

1.1 The Customer entrusts and the Executor undertakes to render assistance in Job Offer execution in the manner and terms specified herein.

1.2 Job Offer shall be executed on the Program Sponsor's form and shall be provided in electronic format. Job Offer shall mandatory include the Employer's Company name, address, phone number, the number of working hours, the position and salary offered, the Company Manager's name and signature.

## **2. The Customer's Rights and Liabilities**

2.1 The Customer shall develop and send the Job Offer processing Application to the Executor in accordance with the procedure described at <http://www.jobofer.ru/en/tothestudents/>.

2.2 The Customer shall be held liable for the authenticity of the Program Participant personal data specified in the Application.

2.3. The Customer shall check his/her e-mail and messages at the User's Account at the Web-site during the whole term of the Application procession but no less than once a working day.

2.4. The Customer has the right to refuse of the further work on Application procession if the Executor does not provide the Job Offer in 14 calendar days after Application submission. The Customer shall inform the Executor of the refusal to continue the work on Application processing in writing. Otherwise, the Application processing continues.

2.5. The Customer has the right to annul the Application till the term of 14 calendar days expires. In this case, the Customer shall pay 30% of Job Offer processing cost to the Executor.

2.6 The Customer shall be obliged within 7 calendar days upon Job Offer receipt to send to the Executor an electronic copy of Job Offer signed by the Program participant.

2.7 The Customer shall be obliged to make sure that the Program Participant

- keep in touch with the employer via e-mail and/or telephone at least once in two weeks;
- provides the employer with the reliable data on the date of arrival at work place specified in Job Offer.

2.8. The Customer shall provide the following information to the Executor no longer than two working days before the Participant's departure for the Employer:

- the Program Sponsor's confirmation of the Job Offer;
- the Program Participant's visa status (interview date, interview results);
- the departure flight information for the Participant at the USA including:
  - date of arrival;
  - time of arrival;
  - the planned date of arrival to the Employer;
  - flight of arrival;
  - name of the airlines;
  - destination airport at the USA.

## **3. The Executor's Rights and Liabilities**

- 3.1. The Executor shall provide a possibility for the Customer to submit Applications for the positions published at the Web-site.
- 3.2. The Executor reserves the right to edit Applications to add the qualities making them more convenient and agreeable for the readers' perception.
- 3.3 The Executor shall be obliged to negotiate with a corresponding Employer and inform the Customer of these negotiations results within 14 calendar days after the Application was submitted.
- 3.4 The Executor shall not be held liable for the actions of the Employer who signed Job Offer.
- 3.5. The Executor shall not be liable for any actions of the third parties (US Embassy, airlines, customs, etc.).
- 3.6. The Executor shall not be liable for any possible damages or losses caused to the Customer and /or Participant by the actions of the Employer.
- 3.7. The Executor shall not be liable for any changes of the Job Offer terms performed at the Employer's initiative (salary or position changes, etc.) both before arriving to the Employer and after the Participant started working for the Employer.
- 3.8. The Executor shall not be liable for finding and providing accommodation for the Participant. The Participant shall find accommodation by himself/herself. Nevertheless, some Employers provide accommodations that is agreed in the Employer's vacancy description and reflected in Job Offer.
- 3.9. The Executor shall not be the representative of the Participants whose Job Offer processing Applications are added at the Web-site by the Customer; so, he shall no way be liable for any financial liabilities arising between the Participant and the Employer. All the agreements between the Participant and the Employer are bilateral agreements and the Executor shall not have any concern about it.
- 3.10. The Executor has the right to delete the Application or deny its publication at his/her own discretion and without giving any reasons.
- 3.11. The Executor has the right to send information messages about the Executor's Company, Web-site or Executor's services and any other information including advertisements at the e-mail address mentioned by the Customer at registering at the Web-site without prior notice.

#### **4. Amount and Manner of Executor's Service Payment**

- 4.1. Job Offer processing cost for every Participant is determined on the basis of the Customer's price-list published at <http://www.jobofer.ru/en/price/> for the day of Application submission.
- 4.2. In case when the Job Offer processing price changes, the Executor informs the Customer of it no later than 5 calendar days before the new prices come into force.
- 4.3. The Customer effects the payment by making an advance payment to the Executor's bank account.
- 4.4. The Customer calculates the advance payment independently on the basis of the rates mentioned in the Executor's price-list and planned number of Job Offers to be ordered. The payment settlement situation is reflected at the User's Personal Account.
- 4.5. In case if it is necessary to transfer the funds from the Executor to the Customer (including the repayment of idle funds that were transferred to the Executor to process Applications), the Customer shall bear all the expenses for the payment systems fees. The Executor withholds all the expenses from the funds to be transferred.
- 4.6 Should the Program Participant failed to obtain J1 visa, the Job Offer cost shall not be returned.
- 4.7 Should the Participant cease to take part in the Program, the Job Offer cost shall not be returned.
- 4.8. In case of the Employer dismissed the Program Participant the Job Offer cost is not refunded.
- 4.9. In case the Program Participant does not arrive at the Employer's the Job Offer cost is not refunded.

4.10. In case the Program Sponsor does not confirm the Job Offer processed by the Executor then the documents confirming the deny shall be submitted to get 100% Job Offer cost refund.

4.11 Should the actual date of arrival of the Program Participant at the Employer either be 2 days earlier than the date specified in Job Offer, or 2 days later, and the Employer refuse to employ the Program Participant, the Job Offer cost shall not be returned. Otherwise should the Customer implement clauses 2.7, 2.8, 5.2 and the Employer refuse to employ Program participant, the 100% Job Offer cost shall be returned.

## **5. Agreement conclusion and its validity term.**

5.1 The text of the Agreement herein is a public offer (due to the article 435 and part 2 of the article 437 of the Civil Code of the Russian Federation).

5.2. The Customer's prepayment for the Executor's services is considered the full and absolute offer acceptance (signing the contract of offer).

5.3. Job Offer provided by the Executor for the Customer is considered the moment of services providing.

## **6. Disputes Settlement Procedure**

6.1 Any and all the disputes arising in implementation hereof shall be settled by the Parties by way of negotiations with the purpose to come to the mutually acceptable solution.

6.2 Any and all the claims of the Parties shall be executed in written and signed by the authorized persons, The claim shall be executed in written within 5 calendar days upon the conflict beginning, the response to the claim shall be effected within 10 calendar days.

6.3 Should the Parties fail to achieve the mutually acceptable solution the disputes shall be settled in the manner established by the legislation.

## **7. Force Majeure**

7.1 The Parties shall be released from the liability for partial or entire non-fulfillment hereunder should such non-fulfillment be caused by the effect of the circumstances of insuperable force emerged after the Agreement conclusion as a result of emergency events which oncoming the Party, that failed to fulfill its obligations in full or in part, could neither predict, nor prevent by any reasonable actions (force majeure).

7.2 Should the circumstances specified in clause 7.1. hereof emerge, the Party incapable of implementing its obligations hereunder due to such circumstances, shall be obliged as soon as possible to notify the other Party thereon in written and attach the respective evidence. In such a case either the Agreement implementation shall be intermitted for the duration of such circumstances or the Agreement shall be terminated at the discretion of the Executor.

## **8. Web-site protected pages and passwords**

8.1. The access to the information provided at the Web-site protected pages is provided exclusively for the registered Users that received their password to enter the protected Web-site pages. The password is not the subject for passing to other persons and the Customer bears all the liability for damages caused to him/her, the Executor or third persons caused due to willful or involuntary passing of the password to any other person. The Customer bears all the liabilities for the password confidentiality or any Web-site using by means of this password.

## **9. User's information**

9.1. The User endeavors to prevent unauthorized use of the User's personal information.

9.2. Nevertheless, the User bears no liability for any possible unauthorized use of the Users' personal information caused by:

- technical software, server or computer networks problems that are behind of the Executor's control.

- failures at the Web-site work caused by willful or involuntary improper use of the Web-site by the third persons;
- passing the Web-site passwords or information by the Users to other people that are not registered Web-site users and have no access to this information due to registration terms or contracts signed by the Executor.

9.3 When using this Web-site the Customer agrees and understands that the Executor reserves the right to use his/her personal information anonymously and generalized for the purpose of statistic as well as advertising targeting at the Web-site.

9.4. The User shall be obliged not to disclose any personal information about the Customers to any private persons or organizations announcing the possibility of unauthorized use of this information (unauthorized advertising, spam, providing this information to other people, etc.).

9.5. Nevertheless, the Executor shall no way be liable for any possible unauthorized use of the Web-site information by the registered users or other people and/or organizations that took place without informing the Executor and with violating or ignoring the rules of Web-site safety.

## **10. Using the Web-site information**

10.1. The Web-site serves the means for providing information and shall bear no liability for its accuracy and relevance.

10.2. The Executor shall be fully committed to exclude all inaccurate or incomplete information from the Web-site but they are the persons that added this information who shall bear all the liability for it.

10.3. The Web-site reference shall be mandatory when reproducing or using in any other way the Web-site information that is not the job offer description as well as the Web-site logo, design elements, appearance or structure.

10.4. Using the Participants' resumes or job descriptions is not permitted except for the cases when they correspond to the Web-site theme (searching for work positions or staff, receiving the information about the labor market at the USA).

10.5. No software (scripts or bots) are allowed to pick up the Web-site information.

10.6. The Web-site logo, name, design elements and appearance are the Executor's private property and cannot be used.

10.7. As the Internet site users' identification is technically difficult the User shall not be responsible for that the registered users are really the people they pretend to be and bear no liability for any possible damage caused to the Customers or any other people due to this.

10.8. When using the Web-site information, the Customer acknowledges and takes all the risks connected with possible inaccuracy or unreliability of the Web-site information as well as the fact that some information may seem threatening, offensive, injurious, deliberately false, rude or indecent. In such a case the Customer shall immediately stop using the Web-site and inform the Executor of such information.

10.9. The Executor does not guarantee that the Web-site software, servers and computer networks are free from errors or computer viruses. If the Web-site use caused data loss or equipment damage the Executor shall not bear any liability for it.

## **11. Contract validity term. Miscellaneous**

11.1 Executor has the right to provide herein modifications to the Agreement and its attachment.

11.2 Modifications shall have force at least 10 days after they are announced and published.

11.3 Should the Customer agree with such modifications the Agreement herein shall be effective with these modifications. Should the Customer do not agree – the Customer shall be obliged to notify the Executor thereon within period of time specified in clause 6.2, in this case the Agreement shall be terminated from the time the modifications being effective.

11.4 The Parties cannot transfer or entrust the fulfillment of their obligations hereunder to the third parties without written consent of the other party.

11.5 In all cases not mentioned in the Agreement herein, the Parties should follow the legislation of the Russian Federation currently in force.

## **12. Confidential Information**

12.1 The Parties shall be obliged to neither transfer to the third parties, nor use in any manner other than stipulated hereby, the organizational-technologic, commercial, financial and other information constituting secret for any of the Parties without the mutual consent (hereinafter referred to as the “confidential information”) should:

- such information be of actual or potential commercial value by virtue of its being unknown to the third parties;
- there be no legal free access to such information;
- such information owner shall take necessary measures to keep the information confidential.

12.2 Term of confidential information protection shall be limited by the Parties for at least 5 years upon the Agreement expiration date.

## **13. Legal addresses and bank details of the Executor**

**Organization name:** Jobofer ltd.

**TIN/KPP:** 3906197337 / 390601001

**Telephone/Fax:** +79062381851 / +74012568451

**Mailing address:** Belanova str. 87/14, Kaliningrad, Russia, 236019

**Legal address:** office №316, Sergeeva street, 2, Kaliningrad, Russia, 236040

**Beneficiary:** Jobofer ltd.

**Account №:** 40702840996001593201

**Bank:** OJSC PROMSVYAZBANK (ST. PETERSBURG BRANCH)

**SWIFT CODE:** PRMSRUMMSPB