

**OFFER TO CONCLUDE AGENCY AGREEMENT**  
*on organization of internship and practice / the Russian language course*

In accordance with Articles 435, 437 and 438 of the Civil Code of the Russian Federation

Individual entrepreneur **Lobanova Maria Sergeevna**, registered in the territory of the Russian Federation, with the main state registration number of individual entrepreneurs (OGRN) 312784713500524, operating under commercial designations - "Profintern" and "ProfIntern", hereinafter referred to as "Agent", addresses an indefinite number of persons with Subject to the limitations provided for in paragraph 3.1. of the Offer to enter into agency Agreement (hereinafter - the "Agreement"). The person is considered to have accepted the Offer (hereinafter - the "Intern") upon filling out an application on the website [http://profintern.com/application\\_forms/new](http://profintern.com/application_forms/new) and paying a non-refundable deposit under paragraph 6.3 of the Offer:

**1. SUBJECT OF THE AGREEMENT AND OTHER TERMS AND CONDITIONS**

- 1.1. The Agent undertakes for a fee, on his/her own behalf, but for the benefit and at the expense of the Intern to perform legal and other actions as well as to provide services aimed at organizing his / her study and / or practice of the Russian language, the mutual exchange of professional and cultural experience in the field of interest, traditions, techniques and business practices, internships, negotiations on possible cooperation with the use of the knowledge of the Intern on the specifics of the country of residence, the provision of an independent assessment of the prospects for the distribution of goods / services of the host company in the resident area of the Intern, as well as provide the Intern with related services. Unless otherwise agreed, the place of performance of the Agreement is the city of St. Petersburg.
- 1.2. Within the Agreement the Agent may additionally conclude Agreements relating to the organization of transfers, accommodation, meals, entertainment, and other services related to the stay in the territory of the Russian Federation, as well as to provide some services on its own, provided the Agent has adequate professional level and compliance with the requirements of local legislation.
- 1.3. The list of legal and other actions / services which the Agent shall perform in relation with a certain Intern is fixed in the Agent's invoice which is formed in accordance with section 4 of the Agreement.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 2.1. The Agent shall:
  - 2.1.1. search for optimal conditions for training, study / practice of the Russian language to suit local conditions and requirements of the Intern's application form.
  - 2.1.2. conduct necessary negotiations and coordination with persons interested in hiring / taking interns, providing them with training services, accommodation, transfers, excursions and other useful activities.
  - 2.1.3. make trades and perform other actions / provide services on its own, execute payments, determine the probation conditions of the internship, organize Russian language courses and other related processes.
  - 2.1.4. provide information upon the Intern's request, to support a more comfortable adaptation to the new environment, inform about appropriate security measures and help his/her immerse in the culture of the host country.
  - 2.1.5. report on the Agreement execution in the following order:
    - 2.1.5.1. not later than 15 days from the end date of the particular training and / or the end of the calendar year the Agent sends the Intern a report on the Agreement execution.

If the Intern does not send well-grounded written objections to the Agent within 5 days from the date of its receipt, the Agent's report shall be deemed accepted by the Intern regardless of him/her signing the Agreement.
    - 2.1.5.2. The Agent's report must contain information about transactions and / or actions / services, the total value of expenses with the Agent's remuneration, as well

as a separate information on the costs and the Agent's remuneration for the transactions relating to the Russian language training. The proof of expenses incurred are not included in the Agent's report.

2.1.6. perform other transactions and activities necessary for the Agreement execution.

2.2. The Intern shall:

2.2.1. provide the Agent with the most comprehensive and truthful information along with all the documents necessary to execute the Agreement

2.2.2. timely and fully compensate the Agent's expenses for the execution of the Agreement as well as pay the Agent's compensation in the manner and time stipulated in the Agreement.

2.2.3. buy a health insurance, that is valid in the Russian Federation throughout the whole program and provides the Intern with insurance for any life and health risk with an insurance coverage of at least 30 000 euros.

2.2.4. pay for transportation costs related to getting to the place of residence in the Russian Federation and leaving it.. The intern shall observe the local regulations of the territory, including rules on the stay of foreign citizens in the Russian Federation.

2.2.5. specify in the application form to be sent to the Agent truthful and accurate information according to paragraph 4.1., filling in all the fields;

2.2.6. faithfully perform the Intern's duties at the host company;

2.2.7. not abort the internship and the Russian language course without a solid reason, such as under sudden, extraordinary and inevitable circumstances;

2.2.8. notify the Russian language school (if there is such) and the Agent about any trips outside the host city, as it concerns the visa rules of stay of foreign citizens in the Russian Federation;

2.2.9. reimburse losses to the Agent in full in the event of breach of Agreement;

### 3. **BASIC CONDITIONS OF THE INTERNSHIP AND STAY IN THE TERRITORY OF THE RUSSIAN FEDERATION**

3.1. Unless otherwise established in the internship program, an internship period is 3 month long.

3.2. Restrictions apply on which candidates may become interns under the present Agreement. Firstly: one must be minimum 18 years old. Secondly: if, in accordance with the legislation of the country of residence, the Intern, due to his/her disability, requires additional consent to sign the Agreement s/he has to get it and provide it as proof to the Agent.

3.3. The Intern is solely responsible for complying with the migration regulations of the Russian Federation during the period of the Agreement execution.

3.4. The internship is not an employment thus it is not paid. The intern fulfills certain duties which are intended to create conditions for improvement and practice of the Russian language in the Intern's professional field of interest and the Intern engages with the local culture and other specific features of the host country as well.

3.5. The duties during the internship are totally dependent on the Interns' education, the level of his/her qualifications, experience and language proficiency. The objectives set out in the internship program may be supplemented or amended by the company in accordance with the needs and current projects of the company.

3.6. Duties of the Intern at the host company include some routine activities, such as information recording or phone calls.

3.7. The selection of the internship placement can not depend on parameters given by the Intern, such as company location, size, belonging to certain holders (domestic or foreign).

3.8. The maximum number of internship places that can be offered by the Agent are three.

3.9. The Agent may cancel the internship or change the host company, if the Intern's level of the Russian language will appear to be inconsistent with the company requirements at the end of the Russian language course. In this case, the costs spent on the internship organization and the Agent's remuneration shall not be returned.

- 3.10. The Intern should come to Russia not earlier than 3 days before the internship starting date, and leave not later than 3 days after the internship / the Russian language course ends.
- 3.11. All the language courses start on Monday (Russian for beginners starts every first Monday of the month).
- 3.12. In case the language courses and /or internship programs are longer than 4 weeks, the application form must be submitted and the program fee shall be paid 8 weeks before the start of the program. If the Intern wishes to start earlier, waiting less than 8 weeks to start the program, the amount of non-refundable deposit increases by 100 euros.
- 3.13. The Intern's working time and duties: Working days and hours in the host company and the Intern's responsibilities are specified by the Agent in the internship program on the basis of the Intern's application form and the host company needs.
- 3.14. Punctuality and the internship attendance: Absence of the Intern in the company shall be coordinated in advance. The Agent and the host company shall be immediately informed about the Intern's absence due to illness or other reasons.
- 3.15. The Intern shall comply with the dress code established by the host company.
- 3.16. Privacy: the Intern shall not disclose to third parties the information and documents indicated as confidential.
- 3.17. The Intern shall compensate the caused damage, related to the damage and / or loss of property in the host company.
- 3.18. The Intern shall perform all the tasks professionally, with passion and professionalism. S/he must avoid inappropriate remarks about the working environment in the company, ethics, etc.
- 3.19. Any disputes first of all shall be discussed with the internship coordinator in the company. If the issue can not be resolved inside the company, the Intern shall report the incident to the Agent who can provide the necessary assistance.
- 3.20. The Intern receives the Certificate of Internship after its completion. If the host company can not issue a certificate, it will be issued by the Agent.

#### **4. ORDER OF THE INTERNSHIP AND PRACTICE / THE RUSSIAN LANGUAGE TRAINING ORGANIZATION**

- 4.1. The list of legal and other actions / services the Agent shall perform and provide for a certain Intern is determined by the Agent's invoice, drawn up on the basis of the Intern's application form which is filled on the website of the Agent <http://profintern.com> or transmitted by e-mail to [profi@profintern.com](mailto:profi@profintern.com) or [info@profintern.com](mailto:info@profintern.com). If internship payment is made by a third party, the Intern shall indicate that the application is sent with the financial support of that person.
- 4.2. The above mentioned website contains further information about the approximate figures of the Agent's expenses for the Agreement execution, including the Agent's remuneration, as well as the cost of its services, which shall not establish any obligation to the Agent prior to the Agent's completion of application consideration.
- 4.3. In the process of filling the application, the Intern indicates three fields of his/her interests for internship with a decrease in the degree of significance. The Agent selects the internship according to the list, starting with the first priority, however it is not guaranteed that the first priority placement will be selected. After that the Agent moves on to the 2nd and 3d placement priorities. Placing for an internship in one of the fields specified in the application form is guaranteed. The Intern has no right to refuse the internship placement, if it covers one of the fields of interest or the goals and objectives of the internship specified in the Intern's application form.
- 4.4. Together with the application form the candidate must send to the Agent:
  - 4.4.1. the CV and a motivation letter (in English and Russian as well);
  - 4.4.2. his/ her scanned Passport ;
  - 4.4.3. an ID sized Photo;
  - 4.4.4. Any further documents requested by the Agent.
- 4.5. The Agent sends the invoice within 15 days from the date of receiving the application form.

- 4.6. The Intern (or a third party on behalf of him/her) pays the Agent's invoice in accordance with its terms. The Agent may proactively and / or at request of the Intern, send an electronic confirmation of such payment receipt.
- 4.7. Within 45 days from the date of payment of the invoice, the Agent selects the most suitable conditions for training and / or the Russian language training and sends the internship program / instruction indicating the name of the company, responsibilities, obligations, living conditions, training (if necessary) and further details.
- 4.8. The Intern is obliged to revise and understand the internship program / training and confirm it by signing and sending back the internship program via e-mail. The Intern is entitled to ask for a change of internship placement maximum twice by specifying the discrepancy between the chosen program and the submitted application form. The Agent is not required to search for three companies in advance, and the search for a new placement may require additional time. If the first suggested option corresponds to the application, the Intern shall accept that option and further search is put to a stand.
- 4.9. Searching for an internship place upon rejection of the three placement offers can be continued only after an additional payment for the Agent's services, according to its invoice. The rejection may happen either by the Intern or the potential host company, but the total number of placement offers is three per Agent payment.
- 4.10. In some special cases, at the request of the host company the Agent may require the preliminary interview with the Intern which can result in rejection or acceptance for an internship. In case of rejection of the Intern's candidacy after an interview with the host company or denial / avoidance of the interview by the Intern, the Agent offers him/her new options for no more than 2 times. The Intern may not require an interview with the company, if it is not initiated by the company.
- 4.11. The Intern may ask the Agent to start searching internship places upon arrival to the Russian Federation if s/he is preliminary studying the language, exploring the city / local culture, while in the territory of St. Petersburg.
- 4.12. After the Intern revised and understood the internship program of the host company the Agent starts preparations for reception of the Intern.
- 4.13. The Agent accompanies the Intern to the company on the internship first day. The Intern, the host company and the Agent discuss the internship tasks and responsibilities.

#### **5. TERMS OF INTERNSHIP CHANGE, CANCELLATION AND REFUND**

- 5.1. If there is any question or problem, the Intern shall notify and bring in the Agent as a mediator to resolve the issue. If the mediation process does not reach its objectives, the Agent may, but is not obliged to offer a new internship place. The Agent is not obliged to find a new place to arrange an internship, or any interviews if the Intern does not comply with the rules of the company or the country and is dismissed from the internship for that reason, or experiences emotional stress.
- 5.2. The Intern may, within seven days from the start of the internship ask the Agent to change the internship placement if the current company shows negligence, allows any illegal actions, unable to provide the Intern with appropriate internship conditions or the functions expected from the Intern do not correspond with his/her application form and it is not possible to resolve this issue with the management of the host company. Searching for another host company is carried out in this case, in all the internship areas indicated in the application form, but note that it may require additional time.
- 5.3. The Intern is entitled to terminate the internship at his/her own discretion (without return of the money paid to the Agent) provided a written notice to the Agent and the host company on this not less than 10 days in advance.
- 5.4. Refund is not possible after the program has started, excluding any extraordinary and inevitable circumstance in the host company and/or educational organization (force majeure).
- 5.5. In case of refusal to issue a visa, the Agent returns the full amount of actually paid expenses and the Agent's remuneration minus the non-refundable deposit. To do this, it is necessary to send the Agent the scan of the official rejection provided by the diplomatic services of the Russian Federation.

- 5.6. If the Agent is for any reason unable to find a suitable place for an internship, the full amount of payments is returned (except for the non-refundable deposit). In this case, the Agent can offer an internship in a company of another sphere, that based on the Agent's professional opinion, approximately corresponds to the application form and / or CV of the Intern. The Intern has the right to refuse the proposed variants. In case the Intern accepts the new placement, the standard procedure of signing the internship program shall proceed.
- 5.7. The Intern can postpone the internship start date maximum three months, providing a solid reason (delay in obtaining a visa, family circumstances). The above change is subject to notification of not less than 20 days before the initial due date without any extra charge. The Russian language course can not be postponed in the above manner. If the Intern has already received the visa with the invitation provided by ProfIntern, changing it's dates or issuing a new visa is not possible.
- 5.8. The Intern may reject the Program 21 days or more prior to the start date of the internship: in this case if the accommodation confirmation has not been signed all the money paid is refunded, except for the non-refundable deposit.
- 5.9. The Intern may reject the Program 21 days or more prior to the start date of the internship: in this case if the accommodation confirmation is already signed, ProfIntern keeps the non-refundable deposit and accommodation booking fee of 350 euros.
- 5.10. In case the Intern rejects the internship and / or language course and / or accommodation 1-20 days prior to the internship start date, the language course expenses, 4 weeks accommodation and the non-refundable deposit can not be refunded.

## **6. PAYMENT AND THE AGENT'S REMUNERATION**

- 6.1. Unless otherwise provided in the Agreement, the projected expenses of the Agent and the remuneration shall be paid before the start of the internship / language course based on the Agent's invoice. Unforeseen and objectively necessary additional expenses for the Agreement execution shall be compensated not later than 5 days from the date of the Agent's relevant invoice.
- 6.2. Payment of the Agent's expenses and remuneration under this Agreement may be made by any third party.
- 6.3. Non-refundable deposit for the processing of application under the Agreement is 300 (three hundred) euros. VAT is not charged.
- 6.4. Unless otherwise provided in the Agreement, the Agent's remuneration is included in the expenditures made by them in execution of the contract and is not indicated separately except for organizing the Russian language courses. VAT is not charged. At organizing the Russian language courses for the Intern, the Agent's remuneration is determined after completion of training registration and reported separately in the Agent's report. The Intern is informed that if s/he will independently pay for the Russian language courses to the training organization, the cost of such training course will remain unchanged (will not be less than that which will be organized by the Agent). The remuneration for the Russian language course, which is organized by the Agent, should not exceed 20% of the cost of the Russian language course as a whole.
- 6.5. The amount of remuneration the Agent deducts from the amount received from the Intern.
- 6.6. If the Agent makes transactions on more favorable terms than specified by the Agreement, those additional benefits belong to the Agent in full.
- 6.7. In case the Agent arranges the accommodation and the placement for the Russian language course, the total course fee and one month accommodation fee shall be paid in advance together with the non-refundable deposit, of the Agent's invoice. The remaining amount shall be paid not later than ten business days prior to arrival by bank transfer or within one day after arrival.
- 6.8. All prices are in euros and include taxes.
- 6.9. All monetary and financial operations under the Agreement are made in euros or Russian rubles at the exchange rate of the Bank of Russia on the date of payment / bank transfer.

## 7. ***THE PARTIES LIABILITY***

- 7.1. The Party failed to fulfill or improperly fulfilled its obligations under the Agreement is exempt from liability if it can be proved that it was due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions.
- 7.2. Both Parties shall within 20-days notify each other in writing about the start date, end date and subject of the force majeure which prevented fulfillment of obligations under this Agreement.

## 8. ***THE AGREEMENT PERIOD OF VALIDITY***

- 8.1. The Agreement shall enter into force upon the date of acceptance of the offer and is valid until it is completely and properly executed.
- 8.2. The Agent has the right not to proceed with the Agreement execution or to suspend its execution in case the Intern violates the payment obligations. If the term of the above violation is more than 15 days, the Agent shall be entitled to withdraw from the Agreement in full or in respect of the corresponding internship / training.

## 9. ***SETTLEMENT OF DISPUTES AND OTHER CONDITIONS***

- 9.1. Change, addition and / or termination of the Agreement, including any notice or messages of the parties may be carried out through the exchange of documents submitted by the parties by e-mail using [profi@profintern.com](mailto:profi@profintern.com) or [info@profintern.com](mailto:info@profintern.com) (the Agent) and e-mail of the Intern which s/he indicated in the application form (Art. 160 and 434 of the Civil Code).
- 9.2. All disputes between the Parties arising from this Agreement or in connection therewith shall be considered by an authorized court of the country of the Agent in accordance with the legislation of the Russian Federation.
- 9.3. The Intern expresses his/her consent to the processing of personal data provided during registration, including its transfer to third parties in order to perform the Agreement.
- 9.4. The Offer is made in Russian and English as well. In case of discrepancies between the Russian and English offers, the Russian version is authoritative. ,
- 9.5. This Offer may be changed unilaterally by the Agent out of court until the moment of its acceptance by the Intern without compensation of any losses.
- 9.6. The Agreement is drawn up in 6 pages in 2 copies, one for each party.

## 10. ***POSTAL AND BANKING DETAILS OF THE PARTIES***

Agent: Address: 194223, the Russian Federation, Saint-Petersburg, 6/1 Ul. Jaka Dyuklo (Jacques Duclos), Apt. 51

Bank transfer: Beneficiary: IP Lobanova M.S., Bank: ALFA-BANK Moscow, Russia, SWIFT: ALFARUMM, Account No.: 40802978232030000007, Purpose (description): Payment on account № (number invoice) date (date of invoice).

Additional (if requested at your bank): Correspondent bank of beneficiary's bank: COMMERZBANK AG D-60261 Frankfurt am Main, Germany, S.W.I.F.T. COBADEFF Account with correspondent bank № 400886894501EUR