

## TERMS AND CONDITIONS OF THE PROGRAM „POLEĆ KUMPLA” („REFER A BUDDY”)

### INTRODUCTION

The aim of these regulations (hereinafter: “Regulations”) is to outline the terms and conditions for hiring candidates under the referral program in force at the company

**Progres HR International Spółka z ograniczoną odpowiedzialnością** (LLC) with its registered office in Gdańsk, al. Grunwaldzka 411, 80-309 Gdańsk, registered in the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, under the KRS No. 0000513227, share capital paid up in full 500.000,00 PLN, registered under tax identification number NIP: 5842736371, REGON: 222108725

and

**Progres HR Poland Spółka z ograniczoną odpowiedzialnością** (LLC) with its registered office in Gdańsk, al. Grunwaldzka 411, 80-309 Gdańsk, registered in the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, under the KRS No. 0000761627, share capital paid up in full 600.000,00 PLN, registered under tax identification number NIP 6040100389, REGON 220647576.

The referral program offers payment of a financial reward for referring a candidate in accordance with the terms and conditions outlined below. The referral program is designed to support the Company's recruitment team in attracting, hiring of candidates by the Company or the Company's client. We provide the opportunity to refer candidates for all vacancies/positions advertised by the Company.

### § 1. DEFINITIONS

Whenever the following terms are used in these Regulations, they shall be understood as follows:

- 1.1. **“Company” or “Organizer”** - Progres HR International Sp. z o.o. (LLC), with its registered office in Gdańsk, al. Grunwaldzka 411, 80-309 Gdańsk, registered in the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, under the KRS No. 0000513227, share capital paid up in full 500.000,00 PLN, registered under tax identification number NIP: 5842736371, REGON: 222108725 or Progres HR Poland Sp. z o.o. (LLC) with its registered office in Gdańsk, al. Grunwaldzka 411, 80-309 Gdańsk, registered in the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, under the KRS No. 0000761627, share capital paid up in full 600.000,00 PLN, registered under tax identification number NIP 6040100389, REGON 220647576.
- 1.2. **Program** - a program organized by the Company and detailed in these Terms and Conditions, within the framework of which the Referrers of an employee/co-worker will receive a financial reward after fulfilling the conditions specified in these Terms and Conditions.
- 1.3. **Referring Person (Referrer)** - an individual who is 18 years of age or older, has full legal capacity, has a valid contract (i.e., a temporary employment contract or a contract for services) with the



Company and has obtained the Candidate's consent to participate in the recruitment process undertaken by the Company and has submitted the Candidate's application to the Employee representing the Organizer.

- 1.4. **Candidate (Referee)** - a person referred for employment by the Referrer, who is an employee/co-worker sought by the Company, who meets the formal requirements indicated in the job advertisement posted by the Company, who is not currently an employee of the Company and has not yet started the recruitment and legalization process conducted by the Company.
- 1.5. **Employee** - a person employed by the Company on the basis of a contract for services, temporary employment contract or employment contract.
- 1.6. **Client of the Company** - a business entity for which the Company provides recruitment services.

## § 2. GENERAL PROVISIONS

- 2.1. The "Refer a Buddy" ("Poleć Kumpla") program offers the payment of a financial Reward for referring a Candidate in accordance with the terms and conditions outlined below.
- 2.2. Participation in the Program is voluntary and is equivalent to acceptance of the Regulations.
- 2.3. The duration of the Program is not fixed. The Organizer may terminate the Program at any time, which will be announced on the Website. In the event of termination of the Program, all applications made before the announcement of termination will be eligible for the Program.

## § 3. TERMS AND CONDITIONS OF PARTICIPATION

- 3.1 Any natural person who is at least 18 years of age on the date of making a referral in accordance with the terms and conditions of the Program, who is currently an Employee or Associate of the Company, may participate in the Program as a Referrer.
- 3.2 Any natural person who is 18 years of age or older on the date of making a referral in accordance with the terms and conditions of the Program and who meets the formal requirements indicated in the job advertisement posted by the Company, may participate as a Candidate.
- 3.3 In the situations described below, referred Candidates will not be qualified for the Program, and thus the person referring them will not be entitled to payment of the referral reward:
  - a) The referred Candidate has applied on his own to the Company or the Company's Client within 1 month prior to the Referrer's recommendation of his candidacy;
  - b) The referred Candidate has been involved in the recruitment process at the Company or at the Company's client in the 1 month preceding his/her application;
  - c) The referred Candidate did not know prior to his/her application to the Program about the fact of being referred to a given position of the Company or a contractor of the Company;
  - d) The Referred Candidate is a current Employee or Associate of the Company;
  - e) The referred Candidate does not meet the requirements of the offer for which he was referred.

## § 4. RULES OF PARTICIPATION IN THE PROGRAM

- 4.1. Referrals of Candidates are possible through a form filled out with the help of an Employee representing the Organizer.
- 4.2. In order for the Referrer to receive the payment for the Candidate under the program, data of the referred person should be recorded in the form: the person's passport series and number.
- 4.3. The referred Candidate may request at any time to be excluded from the recruitment processes to which he or she was referred by the Referrer, as well as to update his or her personal data.





- 4.4. The Organizer of the Program reserves the right to exclude from the Program Candidates whose skills do not meet the required criteria for a given job position. In such a situation, the Referrer does not join the Program and the right to a financial reward is not acquired.

## § 5. FINANCIAL REWARDS

- 5.1 The Referrer acquires the right to receive the Reward when the referred Candidate enters any recruitment process and, as a result, has been employed by the Company or the Company's Client and has worked a minimum of 120 full hours.
- 5.2. The Referrer will be informed by the Organizer about the reward being granted within 14 days from the date of fulfillment of the prerequisites referred to in Clause 5.1 of the Regulations, or the refusal to grant the Reward in case the prerequisites referred to in Clause 5.1 of the Regulations are not fulfilled.
- 5.3. The Company will make a payment of the financial Reward to the Referrer's account along with the salary payment for the billed month in which the referred Candidate reached the limit of 120 hours worked.
- 5.4. The amount of the Reward granted depends on the type of position for which the referred Candidate will be hired and is: a minimum of 200 PLN gross or a multiple of this amount if the referred Candidate is hired and has worked 120 full hours. The amount for a financial Reward for a referral is determined individually by the Regional Director up to the amount of 400 PLN gross. In cases of amounts above 400 PLN gross, the approval of the Chief Executive Officer of the Operating Companies is required.

## § 6. PERSONAL DATA

- 6.1. Providing personal data listed in § 4 of the Regulations is voluntary, however, failure to do so will result in the inability to participate in the Program.
- 6.2. The processing of personal data is carried out in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation).
- 6.3. The Administrators of the personal data collected for the implementation of the "Refer a Buddy" ("Poleć Kumpla") Program are Progres HR International Sp. z o.o. (LLC), with its registered office in Gdańsk, al. Grunwaldzka 411, 80-309 Gdańsk, registered in the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, under the KRS No. 0000513227, share capital paid up in full 500.000,00 PLN, registered under tax identification number NIP: 5842736371, REGON: 222108725 and Progres HR Poland Sp. z o.o. (LLC) with its registered office in Gdańsk, al. Grunwaldzka 411, 80-309 Gdańsk, registered in the District Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register, under the KRS No. 0000761627, share capital paid up in full 600.000,00 PLN, registered under tax identification number NIP 6040100389, REGON 220647576.

The Company has appointed a Data Protection Officer, contact to the Data Protection Officer:

- mailing address: Al. Grunwaldzka 411, 80-309 Gdansk,
- e-mail: [iod@grupaprogres.pl](mailto:iod@grupaprogres.pl) or [iod@iodonline.pl](mailto:iod@iodonline.pl).

- 6.4. A data subject may at any time exercise the rights set forth in Articles 15 to 21 of the General Data Protection Regulation, and in particular as described below in the following paragraphs.
- 6.5. A data subject has the right to access their personal data, to correct it, to request its deletion or to object to it. In addition, they also have the right to request the Organizer to restrict the



- processing of their data, as well as to have the data transferred. They may also withdraw the consent to the processing of their data at any time, which will be equivalent to resignation from participation in the program.
- 6.6. If the data subject believes their personal data will be processed contrary to the requirements of the law, they have the right to file a complaint to the Supervisory Authority, which is President of the Office for Personal Data Protection.
  - 6.7. The personal data of a Candidate participating in the Program will be processed for the following purposes: for the proper implementation of the program, for tax purposes, and may also be processed for the enforcement of claims under civil law, if any.
  - 6.8. The legal basis for the processing of the Lessor's data is Article 6(1)(a-c), (f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.5.2016, p. 1) - hereinafter „RODO”, (i.e. the processing is necessary for the performance of participation in the program.), Art. 6(1)(c) RODO and Art. 9(2)(f) RODO (i.e. the processing is necessary to establish, assert or defend claims).
  - 6.9. Those entities to which the Organizer is obliged to transfer data under applicable laws, including the Tax Office, will be the Recipients of personal data of the Person participating in the Program, as well as other entities: those participating in the implementation of services provided by the Organizer and goods sold, from whom it purchases services or goods, those operating IT systems or providing IT tools, subcontractors supporting e.g. in the performance of services, installation and dismantling of equipment, in the process of customer service, those providing us with consulting, advisory, auditing, legal, tax, accounting services, entities conducting postal and courier services, business information offices.
    - 6.9.1. Personal data of Persons participating in the Program will be processed by the Organizer for the entire duration of the program, as well as afterwards, i.e. until the expiration of the statute of limitations for possible claims under the agreement and in connection with the implementation of the 5-year archiving obligation.

## § 7. FINAL PROVISIONS

- 7.1 The Regulations of the Program shall enter into force on the date of their announcement and shall remain in force for an indefinite period of time, until the date of the announcement of their termination.
- 7.2 The Program may be terminated by the Organizer at any time without giving any reason, and also the Organizer is entitled to modify the provisions of these regulations at any time without giving any reason.
- 7.3 All disputes arising from the implementation of the Referral Program and arising on the basis of these Regulations, which cannot be resolved amicably, will be resolved under Polish law by a court of competent jurisdiction for the headquarters of the Organizer.

  
Paweł Dęborowski