



Terms and Conditions of Referral Program

as of August 31, 2020

I. Definitions

The terms used in these Terms and Conditions have the following meaning:

Candidate Database – internal personal database of professionals in various fields – IT in particular – who remain or may be interested in establishing cooperation with the Program Owner; the database is not limited to candidate data submitted via the Form;

Form – has the meaning described in the first *bullet* of item IV of these Terms and Conditions;

Candidate – person who applies to participate in the recruitment process conducted by the Program Owner in accordance with its needs;

Remuneration – has the meaning described in item V of these Terms and Conditions;

Program Owner or **Owner** – Mindbox Spółka Akcyjna with its headquarters in Warsaw at ul. Przeskok 2, 00-032 Warsaw, entered into the National Court Register under number 0000434240, with the registration documentation kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000434240, assigned with REGON number 141068075 and NIP number 522-286-38-27, with share capital of PLN 655,603.00 fully paid;

Referral Program or **Program** – **procedure** governed by these Terms and Conditions that consists in: (i) the Owner acquiring Candidates who want to participate in the recruitment process that may result in their cooperation with the Owner based on a cooperation agreement, employment contract, contract of mandate, contract for specific work or based on another legal relationship, and (ii) the Owner paying to the Program Participant remuneration in accordance with the provisions of these Terms and Conditions;

Program Terms and Conditions or **Terms and Conditions** – this document;



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Program Participant or **Participant** – natural person who refers a Candidate for cooperation to the Program Owner, excluding persons employed by the Owner as employees and administrative associates, members of support, recruitment, sales, accounting teams as well as other persons who do not perform IT tasks for the Owner, including their relatives in ascending and descending lines and siblings.

II. Program Content

The aim of the Referral Program is to establish the rules of cooperation between the Owner and Program Participants as well as the rules of remunerating persons who effectively support the recruitment process by referring Candidates, with their knowledge and consent, to the Owner on condition that their CV was not registered in the Candidate Database at the time of transfer of their personal data to the Owner.

III. Program Duration

- Under these Terms and Conditions, the Program becomes effective as of August [...], 2020 indefinitely.
- The Program Owner may, at any time, suspend or terminate it.
- The Owner has the right, in justified cases, to change the duration of the Program. In particular, it may terminate the Program at any time by posting relevant information on its website. The Owner may also modify the rules regarding the Remuneration.

IV. Rules of Program Participation

- To participate in the Program, the Candidate shall send their CV directly to the Candidate Database (Applicant Tracking System, hereinafter: ATS), using an electronic form generated by the ATS and indicating the Participant who has referred them for a given recruitment process. The form is available at:

<https://mindboxgroup.traffit.com/public/form/a/d3E0MA==>

- The Candidate must have the qualifications and experience required by the Owner for a given position and they should meet in particular the requirements described by the Owner in the job

advertisement or cooperation invitation posted on recruitment portals or on its own website at www.mindboxgroup.com.

- If the Candidate is not qualified for the position indicated by the Program Owner under the recruitment process or the Candidate does not pass the said recruitment process, their personal data may be used, with their consent, by the Owner for another recruitment process.
- The Remuneration shall be awarded to the Program Participant provided that the Candidate engages in cooperation with the Owner based on an appropriate agreement.
- The Remuneration shall be awarded to the Program Participant only if they are named (with submitted CV) by the Candidate referred by them, that is not included in the Candidate Database or is included in it but the Owner's last contact with the Candidate took place earlier than 12 months before the CV is submitted.
- If the same Candidate is referred under the Program by different Participants, the Remuneration may be awarded only to one Participant based on whose referral was made first.
- In order to ensure the Participant's participation in the Program, before submitting their application by responding to the recruitment advertisement posted by the Owner, the Candidate should complete the Form.
- Every person can refer more than one Candidate.
- After receiving a CV under the Referral Program, a member of the Owner's Recruitment Department team shall contact the Candidate to verify the referral.
- If the Candidate does not confirm their consent to have their CV submitted to the Owner or decides to withdraw their application at any time, the Remuneration shall not be awarded to the Participant.
- After the referral is verified and its compliance with the Terms and Conditions is confirmed, the Owner shall advise the Participant through a designated person of the decision to qualify them for or disqualify them from the Program.
- The Participant shall be qualified to the Program on condition that the first contact between the recruiter and the Candidate, resulting eventually in cooperation, is made no later than on the 90th calendar day from making the referral.

V. Remuneration

- For a referral of the Candidate who successfully passes the recruitment process and is employed for the position or project offered by the Owner and engages in cooperation with the Owner, the

Participant shall be entitled to the gross Remuneration of PLN 2,000 (in words: two thousand zloty) paid by the Program Owner.

- The Remuneration shall be paid after the first month of cooperation between the Candidate and the Owner, provided that the Candidate continues to cooperate with the Owner after that period.
- For selected positions/recruitment processes, the Owner may pay the Participant an additional gross bonus of a maximum of PLN 2,000 (in words: two thousand zloty); the decision to award the bonus shall be made at the Owner's discretion and Participants are not entitled to claim such payment.
- The additional bonus may be paid to the Participant after the fourth month of cooperation between the Candidate and the Owner, provided that the Candidate continues to cooperate with the Owner after that period.
- The decision to pay the Remuneration to the Program Participant will be communicated by a member of the Owner's Administrative Department team.
- All payments are made once.
- The decision to pay the Remuneration shall be the basis for a conclusion of an appropriate agreement between the Owner and Participant on the terms of payment of such remuneration. The Remuneration shall be paid based on a receipt or invoice issued by the Participant according to the template provided by the Owner – after the Participant and Owner conclude the agreement. The Remuneration is subject to taxation in accordance with the relevant regulations, and as a payer, the Owner is obliged to deduct income tax advances. The Remuneration may also be subject to contributions pursuant to the provisions of the social security law.
- The Remuneration shall be transferred to the bank account indicated by the Participant within 14 days from the date on which the Owner receives the invoice.
- If the Candidate's personal data are re-used, the Program Participant shall not receive another Remuneration.

VI. Personal Data Protection

- The administrator of Participants' and Candidates' personal data collected under of the Referral Program is MINDBOX S.A. with its headquarters in Warsaw (at ul. Przeskok 2, 00-032 Warsaw, tel. +48 22 486 31 56, e-mail: info@mindboxgroup.com).
- Under the Referral Program, the Candidate shall provide the Owner with their: name and surname, CV and contact details, including their telephone number and e-mail address. Under the Referral Program, the Participant shall provide the Owner with their: name and surname, telephone number and e-mail address.
- Providing the data indicated above is voluntary but in the case of the Candidate, it is necessary for their application to be considered for the recruitment process, whereas in the case of the Participant, it is necessary for a possible referral remuneration to be awarded.
- Participants' and Candidates' personal data collected may be used for the following purposes:
 - enable the Participant to use the function of submitting the Candidate's application and comply with the conditions of the Referral Program in accordance with Art. 6.1 (b) of the GDPR;
 - conduct recruitment processes in connection with which, the Candidate's application was submitted, or if a separate consent is given by the Candidate, for the purpose of future recruitment processes – in accordance with Art. 6.1 (a) of the GDPR;
 - communicate with the Participant or Candidate or, if a separate consent is given, send information on the recruitment processes carried out using the data provided (telephone number or e-mail address) in accordance with Art. 6 (1) a of the GDPR.
- The Participant's and Candidate's data shall be processed and stored for a period required to complete their processing. It may also take longer than specified above for the data to be processed if required by specific provisions, e.g. when dealing with claims.
- When processing personal data on the basis of an express consent, the processing time depends on the duration of the consent, i.e. lasts until it is revoked.
- The Owner does not conduct automatic processing – profiling within the meaning of the GDPR that consists in using personal data provided by the Participant or Candidate to assess certain personal factors of a natural person, in particular to analyse or forecast their economic situation, personal preferences, credibility and behaviour.
- To conduct the recruitment process, the Candidate's data being processed may be made available by the Owner to their Partner, to whom the recruitment process relates.
- The Participant or Candidate are entitled to:

- view their personal data and obtain information on, among other things, the purpose, scope and method of data processing and data recipients;
 - correct and supplement data or delete them;
 - request temporary or permanent suspension of data processing or object to their processing;
 - move their data;
 - revoke their consent for data processing at any time without prejudice to the compliance of processing before revocation;
 - file a complaint to the supervisory body regarding the protection of their personal data – in Poland to the President of the Office for Personal Data Protection.
- Any requests made by the Participant or Candidate shall be considered immediately, within 30 days from the day on which such request is received.
 - To submit a request to the Owner, the Participant or Candidate may make a relevant statement: tel. +48 22 486 31 56, e-mail: info@mindboxgroup.com

VII. Final Provisions

- Participation in the Program is voluntary. By participating, the Candidate and Participant accept these Terms and Conditions.
- The Candidate should agree with the Participant to provide the Owner with the Participant's name and e-mail address.
- The Terms and Conditions of the Program can be found on the Owner's website at: www.mindboxgroup.com and at its Warsaw office at ul. Przeskok 2
- The person responsible for the execution of the Program is the Recruitment Manager.
- The decision-maker with regard to possible changes to the execution of the Program is the President of the Owner's Management Board.
- The Owner supervises the execution of the Program ensuring compliance with the Terms and Conditions and keeping the documentation of the Program.
- Persons who do not comply with the Terms and Conditions as well as persons who provide false information regarding themselves or the Candidate shall be excluded by the Owner from participating in the Program, meaning they cannot be awarded the Remuneration.

- In matters unregulated or disputable, the Program Owner shall make decisions and settle disputes at its own discretion.
- If the end of the Program is announced by the Owner, all Candidate applications submitted before such announcement is made shall be qualified and handled under the Program.
- If amendments to the Terms and Conditions of the Program are announced, all Candidate applications submitted before such announcement is made shall be handled in accordance with the Terms and Conditions in force at the time of application.
- Any announcements regarding the Program, including the amendment or revocation of these Terms and Conditions, shall be posted on the Owner's website: **www.mindboxgroup.com**
- These Terms and Conditions apply to the Program run by the Owner as a follow-up of the referral program run since October 1, 2015, which means that:
 - As of the date on which these Terms and Conditions come into effect, the previously binding Terms and Conditions of the *Referral Program as of October 1, 2015* shall be revoked by the Owner.
 - With regard to applications made before the effective date of these Terms and Conditions, the provisions of the former Terms and Conditions shall apply.

These Terms and Conditions have been approved by the Program Owner.

Warsaw, as of August 31, 2020

Piotr Żeromski

President of the Management Board

Mindbox S.A.