

Spartez Referral Program Regulations

I. General Provisions

1. This document (hereafter: Regulations) defines the rules of the external referral program (hereafter: Program) at Spartez Sp. z o. o. Sp.k. with the registered office in Gdansk, Norwida 2, Court Registration Number (KRS) 0000572100, VAT No. PL5842727722 (hereafter: Spartez). The Program allows to refer candidates for recruitment at Spartez and, should the referred candidate be hired by Spartez, the recommending person (hereafter: Referee) acquires the right to a bonus (hereafter: Bonus).
2. The Program is intended for natural persons, subject to section I, paragraph 3.
3. The following persons are excluded from the Program:
 - a) employees or associates of an external company outsourcing personnel for Spartez,
 - b) entities conducting business activity that consists of searching for work candidates on the job market and matching them with potential employers,
 - c) persons, with whom Spartez has entered into a contract for the provision of recruitment services, based on which Spartez is or was obliged, within 12 months prior to the referral, to pay remuneration for providing such services for Spartez.
4. Program regulations pertain only to those job offers that Spartez will make public by publishing them in the "Jobs" tab on the Spartez official website (www.spartez.com).

II. Program Regulations

1. Commencing the recruitment process for the given position, Spartez can make public, i.e. in accordance with section I, paragraph 4, the information about searching for candidates (hereafter: Advertisement). In the Advertisement, Spartez gives basic information about the position and the requirements for the candidates.
2. In order to participate in the Program the Referee is obligated to:
 - a) Inform the candidate in advance that they intend to refer them in the Program,
 - b) Provide the candidate with the Spartez External Referral Program Regulations, Spartez Privacy Policy and Advertisement,
 - c) Obtain explicit consent from the candidate to be referred to Spartez, for the purposes of including her/his candidature in a recruitment process in accordance to specific Advertisement,
 - d) Provide the candidate with a unique application link generated via the "Referrals" tab on the Spartez website: <https://spartez.com/jobs/referrals> (hereafter: Application)
 - e) Ensure that the candidate applies for the position via the provided unique application link and delivers all of the associated documents required by Spartez for the purposes of recruitment, as indicated in the recruitment advertisement,

- g) Ensure consent from the candidate to take part in the recruitment process by making sure that the resume of the referred candidate contains the following clause:
"I hereby agree for processing my personal data, including the personal data contained in the application documents enclosed by me, in connection with the present recruitment process by: Spartez sp. z o.o. sp. k. ul. Norwida 2, 80-280 Gdańsk. I have read and I accept Spartez Privacy Policy available at <https://spartez.com/privacy>"

3. Spartez reserves the right to contact only select candidates; however, if Spartez is interested in the referred candidate, Spartez undertakes to inform the Referee about this fact within 30 days of receiving the Application.

III. Exclusions

1. The following situations will exclude the Referee's Application from being considered in the recruitment process:

- a) at the time of receiving the Application by Spartez, the referred candidate is already present in the database of current Spartez employees,
- b) the candidate has been included in the database of Spartez candidates within 6 months prior to receiving the Application by Spartez,
- c) at the time of receiving the Application by Spartez, the referred Candidate already collaborates with Spartez on a different basis than an employment contract, including contractors and outsourcers,
- d) the Candidate is an employee of or collaborates with entities affiliated with Spartez (such as Spartez Software)
- e) the same candidate has already been referred by another Referee within 12 months prior to receiving the Application by Spartez in accordance with Program Regulations.

2. Each Application is valid for 12 months from the date of its entry, therefore Spartez will not consider the Application and the Referee will not be entitled to the Bonus, if Spartez hires the candidate referred by the Referee after this period.

IV. Bonus

1. The Bonus for the referral of one candidate that results in the employment of the candidate by Spartez under the Program is related to the seniority tier of the employed candidate, as follows:

- a) Intern - 3 500 PLN gross (three thousand five hundred Polish zlotys 00/100),
- b) Junior - 10 000 PLN gross (ten thousand Polish zlotys 00/100),
- c) Mid individual contributor - 15 000 PLN gross (fifteen thousand Polish zlotys 00/100),
- d) Senior individual contributor and people leaders - 20 000 PLN gross (twenty thousand Polish zlotys 00/100).

2. Provided that the Referee is a Spartez employee, the Bonus for the referral will be paid in the form of a premium on top of the concerned employee's regular monthly salary payment, minus tax and obligatory social insurance deductions. The payment will be made alongside the subsequent salary transfer following the onboarding of the candidate, but not earlier than 14 days from the candidate assuming their position at Spartez.

3. Referees who are not Spartez employees and remain Polish residents, are obliged to fill in and deliver the statement for tax purposes, a template of which constitutes Attachment 1 to this document. Provided that this condition is fulfilled, the Bonus for the referral will be paid within 14 days from delivering the correctly filled-in statement, but not earlier than within 14 days of the candidate assuming their position at Spartez.

4. Referees who are neither Spartez employees, nor Polish residents, are obliged to ensure within their own capacity that all legally required tax payments and obligatory deductions resulting from the Bonus transfer from Spartez are made. In addition, upon onboarding in their new position, the referred candidate will be required to fill in and deliver a statement, a template of which constitutes Attachment 2 to this document, stating that they have in fact been referred for this position by the Referee. Provided that this condition is fulfilled, the Bonus for the referral will be paid within 14 days from delivering the correctly filled-in testimony, but not earlier than 14 days from the candidate assuming their position at Spartez.

5. If the Application discussed in section II paragraph 2 contains false information or the Referee has breached other Program regulations, in particular by transferring to Spartez the candidate's personal data without their prior consent, the right to the Bonus does not arise. If the circumstances described in this paragraph come to the attention of Spartez after the Bonus has been paid, Spartez reserves the right to request its refund.

V. Final Provisions

1. By entering the Program the Referee agrees to be bound by the Regulations with Spartez Privacy Policy and accepts its contents. Except as otherwise expressly provided by law, the Referee agrees to release Spartez from any liability and to remedy any damage sustained by Spartez in connection with any breach of the Regulations by the Referee, in particular the transfer of personal data of the candidate without obtaining the appropriate consent.

2. The Spartez Referral Program Regulations are available here: <https://spartez.com/jobs/referrals>

3. Spartez is the administrator of the personal data received as part of the Program. Spartez Privacy Policy (available here: <https://spartez.com/privacy>) is an inseparable part of the Regulations.

4. Spartez reserves the right to award the Bonus at its sole discretion, even if the Regulations do not impose such an obligation on Spartez.

5. Spartez reserves the right to end the Program at any time, without giving a reason, as well as to change the Regulations without making the intended changes public in advance. The ending of the Program or the changing of the Regulations does not affect the rights acquired previously by the Referee.

Attachment 1 (concerns Polish residents)

OŚWIADCZENIE DO PIT-11

I. W związku z poleceniem pracownika

podaję niżej moje dane osobowe do celów podatkowych i ewidencyjnych:

1. Nazwisko i Imię/Imiona
2. Imiona rodziców.....
3. Data i miejsce urodzenia.....
4. PESEL
5. Adres zamieszkania:

Miejscowość

Ulica Nr domu Nr lokalu

Kod pocztowy Poczta

Województwo

Powiat..... Gmina.....

KONTO BANKOWE :

Urząd Skarbowy w.....

ul. Nr

II. Wyrażam zgodę na przetwarzanie powyższych danych osobowych – obecnie i w przyszłości – w celach podatkowych i ewidencyjnych przez zleceniodawcę

.....
(nazwa zleceniodawcy)

zgodnie z przepisami ustawy z dnia 29 sierpnia 1997 r. o ochronie danych osobowych (Dz. U. Nr 133, poz. 883 ze zm.: w Dz. U. Nr 12/ 2000; poz. 136, Nr 50/2000, poz. 580

i Nr 116/2000, poz. 1216).

.....
(data) (podpis)

* Niepotrzebne skreślić

Attachment 2

.....
imię i nazwisko pracownika
(employee's name and last name)

.....
miejsowość, data
(place, date)

**OŚWIADCZENIE OSOBY POLECANEJ
(STATEMENT BY THE REFERRED PERSON)**

Niniejszym oświadczam, iż zostałem polecony do firmy Spartez sp. z o.o. sp. k. przez
(I hereby declare that I have been referred to Spartez sp. z o.o. sp. k. by)

.....
imię i nazwisko osoby polecającej
(referrer name and last name)

.....
podpis pracownika
(employee's signature)