

## TERMS AND CONDITIONS OF THE REFERRAL PROGRAMME IN CODETE PRZYSTALSKI OLECHOWSKI ŚMIAŁEK SP. K.

These Terms and Conditions define the rules of granting referral awards for referring a person to be employed in Codete Przystalski Olechowski Śmiałek Sp.k. (hereinafter: "**Codete**").

The Terms and Conditions apply to:

1. persons currently employed by Codete on the basis of an employment contract and persons cooperating with Codete on the basis of civil law contracts (**internal referral**);
2. other persons (**external referral**).

- who make referrals for employment with Codete (hereinafter referred to as "**Referrers**").

Participation in the programme as a non-employee and non-cooperating person (external referral) requires signing of an additional document (Appendix 1) which will allow us to correctly account for the reward.

**By making a referral, you accept these Terms and Conditions.**

### §1 Scope of the Referral Programme

1. The range of positions at Codete covered by the Referral Programme includes technical positions only: Programmer (including PHP, Python, JavaScript, Ruby, iOS, Android, Java, Scala) and Engineer (i.a. QA, Big Data).
2. Codete may, at its discretion, extend the programme to positions other than set out in these Terms and Conditions, e.g. those relating to technological issues for a specific project (e.g. Scrum Master), which will be indicated in the notice of open position. Any decision in this respect shall rest with Codete.
3. The Referral Programme does not cover positions other than those mentioned in the first paragraph or determined on an ad hoc basis in accordance with the second paragraph, in particular HR Specialists, Sales Specialists, etc. The programme does not cover the position of Software Tester (manual).
4. The Referral Programme covers admissions at contributor level and senior level only.
5. The determining factors for the award are: the position that the candidate is ultimately hired on and the level of experience established during the recruitment process – regardless of the level of experience originally declared and the position originally applied at.
6. The Referral Programme covers positions regardless of the form of employment associated with them (employment contract, civil law contract).
7. **If there are any doubts as to whether a position is covered by the Referral Programme, our HR department should be contacted before referring a person for a position. The HR department, in consultation with the person responsible for recruitment, will promptly provide an answer. Questions should be directed at: [jobs@codete.com](mailto:jobs@codete.com).**

### §2 Objective of the programme

The aim of the Referral Programme is to promote activities aimed at creating teams of people with the highest qualifications and experience in Codete.

### §3 Eligibility

1. Referral awards can be granted to any Referrer who meets the conditions described in these Terms and Conditions (in particular in §6).
2. Referrers can be:
  - (a) persons currently employed by Codete on the basis of an employment contract and persons cooperating with Codete on the basis of civil law contracts (**internal referral**);
  - (b) other persons (**external referral**).
3. Minors or persons who do not have full legal capacity cannot be Referrers.

4. Codete reserves the right to exclude from the programme any person who sends the candidate's data without his/her knowledge or consent or otherwise violates these Terms and Conditions – and prohibit such person from receiving the award.
5. Each Referrer making an external referral is obliged to sign an additional document, in which they provide data necessary to correctly account for the award. The document constitutes Appendix No. 1 to these Terms and Conditions.

#### **§4 Method of referral**

1. To refer a candidate, you must first **inform and obtain the consent of the candidate** and then send information via <https://codete.com/career/recommend>.
2. The submission of a candidate's full CV by the Referrer is prohibited.

#### **§5 Candidates' data**

1. After having obtained information about a candidate, Codete will first provide the candidate with information regarding the processing of personal data, which is attached as Appendix 2, and will ascertain whether the candidate is interested in participating in the recruitment and providing complete data.
2. If it is found that a candidate's data has been submitted without his/her knowledge and/or consent, Codete will immediately cease processing these data for recruitment purposes.
3. If the candidate is interested in applying to Codete, the recruitment process continues, which may require the candidate to send a full CV.

#### **§6 Conditions for receiving a Referral award**

1. The conditions for receiving a Referral award are as follows:
  - (a) the position must be covered by a Referral Programme (see §1 above),
  - (b) the Referrer must be a person eligible to take part in the programme (see §3 above),
  - (c) the Referrer must make the referral in the manner specified in §4,
  - (d) the candidate must not, prior to his/her referral, submit the application documents himself/herself,
  - (e) the candidate may not have already been referred by anyone else - in such case the first referrer is considered to be the eligible Referrer,
  - (f) the candidate is not currently listed in Codete's databases,
  - (g) the candidate has not been rejected by Codete within the last 6 months before the referral is made,
  - (h) the candidate must become employed at Codete (on any legal basis),
  - (i) In the case of an external referral, the referrer must complete the form, a specimen of which is included in Appendix 1.
2. **In the case of internal referral, 50% of the referral award** is due in the first month of the referred person's commencement of work, provided that such person has concluded an agreement and has actually commenced performing the commissioned tasks.
3. **In the case of internal referral, the remaining 50% of the referral award** is due on condition that the referred person continues to work with Codete for three months and receives a positive opinion from his/her superiors.
4. **In the case of external referral, the referral award** is due on condition that the referred person continues the cooperation after three months of continuous work. Once this condition is fulfilled and the signed questionnaire from Appendix 1 is provided, the person is entitled to issue an appropriate document, e.g. a bill.

5. In the event that the referred person is absent during the period referred to in section 2, 3 or 4 above for at least 10 working days for any reason, the periods in those paragraphs are extended according to the number of absences of the referred person, unless Codete decides otherwise.

#### **§7 Referral award**

1. If the conditions referred to in §6 are met together, the Referrer will receive a cash award in the amount of:
  - (a) **For internal referral PLN 5,000.00 (five thousand) PLN,**
  - (b) **For external referral PLN 4,000.00 (four thousand) PLN.**
2. In the case of internal referral, the amount of the referral award will be increased by a cash award in the amount equivalent to the public law liabilities.
3. In the case of internal referral, the award is granted in accordance with §6 section 2 and 3 and payable together with remuneration for the particular month.
4. The referral award will be transferred within 30 days of meeting the conditions referred to in §6 and the Referrer providing the details of the account to which it is to be transferred, in particular the bank account number, the name of the holder and, where applicable, the IBAN or SWIFT number.

#### **§8 Urgent recruitment**

1. Codete can carry out urgent recruitments with the highest priority (Urgent Recruitment).
2. Urgent recruitment must have a pre-defined deadline and be clearly marked as urgent.
3. In the case of a recruitment fulfilling the features provided for in this paragraph, the cash award is **PLN 10,000 (ten thousand)** instead of the one mentioned in §7 section 1.
4. The rules described in other provisions of these Terms and Conditions remain unchanged.

#### **§9 Non-competition**

1. In matters not regulated, the relevant statutory provisions shall apply. The Referrer, by making an **external referral**, undertakes not to do anything to end Codete's relationship with any person employed by Codete on the basis of an employment contract or cooperating with Codete in the course of its business. This obligation lasts for 12 months from the time the referral is made.
2. The prohibition referred to in paragraph 1 above shall apply, in particular, to the referring of individuals referred to in paragraph 1 to other entities or to other recruitment activities in respect of such persons.

#### **§10 Final provisions**

1. These Terms and Conditions shall enter into force 14 days after their publication.
2. In matters not regulated, the relevant statutory provisions shall apply.
3. Codete reserves the right to terminate these Terms and Conditions with immediate effect at any time by means of an announcement on the Codete website. In such a case the awards will be paid for those referred up to the date of termination of these Terms and Conditions, provided that the conditions under these Terms and Conditions are fulfilled.
4. In the case of Referrers who are employees of Codete, the introduction and revocation of the Terms and Conditions shall be in accordance with generally applicable legislation.

## Annex 1

### Form for the Referrer (external referral only)

## Annex 2

### Information clause on processing of applicants' personal data

Your basic personal data has been provided to us by the person who referred you for a position at Codete Przystalski Olechowski Śmiałek sp. k. and who confirmed that you are interested in such a candidacy.

The scope of the data shared with us is:

- (a) Your name and surname,
- (b) Your e-mail address,
- (c) The position you are referred to.

If you would like us to keep your CV for future recruitment purposes, please insert the following clause on your CV:

I hereby consent to my personal data from my CV and/or covering letter being processed for recruitment purposes in the future by Codete Przystalski Olechowski Śmiałek sp. k. with its seat in Kraków (30-527), Poland, 11 Na Zjeździe Str.eet.

If you decide to send us your CV, know that:

**Data Controller:** The controller of your personal data is Codete Przystalski Olechowski Śmiałek sp. k. based in Kraków (30-527) at 11 Na Zjeździe Street (Codete).

**Voluntary data and consent:** The provision of data is voluntary but necessary for the ongoing recruitment process. Consent for processing in connection with future recruitment is voluntary, but failure to do so will result in your data not being processed for recruitment processes other than the current one.

**Processing purposes and legal basis:** your data will be processed for recruitment purposes for a specific position on the basis of Article 6(1)(a) of the General Data Protection Regulation-GDPR (consent). For the purpose of securing claims, your data may be processed on the basis of Article 6(1)(f) of the GDPR (legitimate interest in securing claims).

**Recipients of personal data:** Recipients of personal data may be persons involved in recruitment processes employed by Codete on the basis of employment contracts or cooperating with Codete on a B2B basis and IT suppliers.

**Transfer of data to third countries:** Due to our cooperation with IT service providers, your data may be transferred to third countries, i.e. outside the European Economic Area. The basis for the transfer is a contract in accordance with the Standard Contractual Clauses approved by the European Commission [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en).

**Processing period:** If you are applying for the current recruitment, your data will be processed until the recruitment ends. If you have given your consent to processing for future recruitment, your data will be processed until you withdraw your consent, unless you first use another, equivalent means, e.g. requesting erasure of your data. In the case of processing for the purpose of securing claims, this is permitted in principle until the statute of limitations for the claims.

**Your rights:** You have the right to access the content of your data and to rectify, obtain a copy, erase, restrict processing, the right to data portability and the right to object – in accordance with the General Data Protection Regulation.

**Withdrawal of consent:** You can object to further recruitment and/or the processing of your personal data for recruitment purposes at any time by contacting us at [jobs@codete.com](mailto:jobs@codete.com).

**Complaint to the authority:** You have the right to lodge a complaint with the supervisory authority (DPA) when you consider that the processing of your personal data violates the General Data Protection Regulation.