

## **Terms and Conditions of the Referral Program**

### **MINDBOX S.A.**

#### **I. Definitions**

All capitalized terms used herein shall have the meaning given to them below:

**Candidate Database** – an in-house database of personal data of professionals in various fields, particularly the IT, who are or may be interested in establishing cooperation with the Program Organizer; the database is not limited to the data of the applicants submitted through the Form;

**Form** – electronic data format available at the link indicated in Part IV, Section 4.1 of these Terms and Conditions;

**Candidate** – a person who applies to take part in the recruitment process conducted by the Program Organizer, according to its needs;

**Referral Fee** – has the meaning given in Part V of the Terms and Conditions;

**Specialized Experience** – means documented practical and specialized knowledge and corresponding skills and competencies resulting from performing tasks in a given technology or technological area for a specified number of years.

**Program Organizer** or **Organizer** – Mindbox joint-stock company with its registered seat in Warsaw, ul. Złota 59, 00-120 Warsaw, Poland, entered in the National Court Register under the KRS number 0000434240, whose registration documentation is kept by the District Court for the Capital City of Warsaw, XII Economic Department of the National Court Register, EU VAT ID PL5222863827, with a share capital of PLN 305,220.00 paid in full;

**Referral Program** or **Program** – the procedure defined herein, which consists of (i) solicitation by the Organizer of Candidates willing to participate in the recruitment process that may result in the establishment of a cooperation between the Organizer and the Candidate, through the entry into a cooperation agreement, employment contract, contract of mandate, contract for specific work, or on the basis of any other legal relationship; and (ii) the payment by the Organizer to the Program Participant of a monetary Referral Fee on the Terms and Conditions defined herein;

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

**Program Participant** or **Participant** – a natural person recommending (proposing) a Candidate to cooperate with the Program Organizer. A Participant may not be (i) a person employed by the Organizer as an employee or associate in the Human Capital Team (Talent Acquisition, Talent Network Development, Human Capital Operations & Business Partnering) and/or the Business & Product Development Team, nor (ii) a person employed within the structures of the Program Organizer in positions or management roles, who do not perform IT tasks for the Organizer, nor (iii) ascendants or descendants of the aforementioned persons, or their siblings.

**Application** – the sending by the Candidate of the Candidate's data, according to the rules set forth in Part IV below, naming the Participant who made the recommendation.



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## **II. Subject of the Program**

The purpose of the Referral Program is to establish the rules for cooperation between the Organizer and the Program Participants and the rules for rewarding people who effectively support the Organizer's recruitment process by referring Candidates to the Organizer with the Candidate's knowledge and consent.

## **III. Duration of the Program**

**3.1** Under the terms and conditions set forth herein, the Program becomes effective as of July 1, 2024, indefinitely.

**3.2** The Program Organizer may suspend or terminate the Program at any time.

**3.3** The Organizer reserves the right, in cases justified by its own interests, to amend the rules for the Program, including the rules concerning how the Referral Fee is paid out – by providing a reasonable notice on its website about such changes.

## **IV. Rules for participation in the Program**

**4.1** To participate in the Program, the Candidate sends their resume directly to the Candidate Database (the applicant tracking system – hereinafter "ATS"), via an electronic form generated from the ATS system, indicating the Participant who refers the Candidate for the specific recruitment (hereinafter the "Form"). The Form is available at: <https://mindboxgroup.traffit.com/public/form/a/b40e3b3e96469392bd199ecdb07837a242796736>.

**4.2** The Candidate must have the qualifications and experience required by the Organizer for the specific job position, in particular, the Candidate shall meet the requirements described by the Organizer in job or cooperation offers on recruitment portals or on the Organizer's website, [www.mindboxgroup.com](http://www.mindboxgroup.com).

**4.3** In the event that the Candidate will not be qualified for the recruitment process for the position indicated by the Program Organizer or the Candidate will be negatively verified in the aforementioned recruitment process, the Candidate's personal data, with the Candidate's consent, may be used by the Organizer in another recruitment process; and if this other recruitment process is completed before the expiration of 6 months from the Application, with the indication of a given Participant, the recommendation shall be deemed to have been made by that Participant.

**4.4** A Referral Fee is granted to the Program Participant on the condition that the Candidate begins cooperation with the Organizer by entering into a relevant agreement forming the basis for cooperation.

**4.5** A Referral Fee will be granted to a Program Participant only if they are named in the Application by a Candidate meeting the conditions set forth in Section 4.6 below.

**4.6** The Candidate whose Application constitutes, upon the fulfillment of the other conditions of these Terms and Conditions, the basis for the payment of Referral Fee to the Program Participant may be solely:

- a person whose data (in particular, the CV) was not previously registered in the Candidate Database or
- a person whose data was registered in the Candidate Database, but at least 6 months have passed since the last contact between this person and the Organizer.

**4.7** In the event that the same Candidate is referred to the Program by several Participants, the Referral Fee may be awarded only to one Participant who was named in the Application submitted as the earliest.

**4.8** In the event that a Candidate responds to any recruitment advertisement, in any way publicized, branded by the Organizer, the condition of the Participant's participation in the Program will be the submission of the Application using the Form – before responding to such advertisement in any other form whatsoever.

**4.9** One person may refer (or recommend) any number of Candidates.

**4.10** After the Candidate has submitted an Application and contact has been made between the Candidate and the Organizer, a member of the Organizer's Recruitment Department contacts the Candidate to verify the referral.

**4.11.** If the Candidate does not confirm the Candidate's consent to send their resume to the Organizer or withdraws the Application at any time, the Referral Fee will not be awarded to the Participant.

**4.12** After positive verification of the referral and confirmation of compliance with the requirements of the Terms and Conditions, the Organizer, through a designated person, will inform the Participant of the decision to qualify or not to qualify the Candidate for the Program.

**4.13** The condition for Participant's participation in the Program is that the Candidate's qualification for the Program must occur before the expiration of 6 months from the submission of the Application.

## **V. Referral Fee**

**5.1** For referring a Candidate who has successfully passed the recruitment process, has been hired for a job position or project offered by the Organizer and has established cooperation with the Organizer, the Participant is entitled to a Referral Fee from the Organizer of the Program in the amount of:

- PLN 4,000 (four thousand zlotys) for an applicant with Specialist Experience of less than 6 years;
- PLN 6,000 (six thousand zlotys) for an applicant with Specialist Experience of more than 6 years.

Unless otherwise stipulated by the Organizer, the Referral Fee shall be paid upon fulfillment of the remaining conditions, within 14 days, from a properly issued invoice or bill. The offered Referral Fee may be reduced only in cases justified by the conditions of cooperation that the referred Candidate intends to establish or has established, of which the Participant will be informed in reasonable advance.

**5.2** The Director of the Business Development Department shall make the decision on the award of the Referral Fee to a Program Participant. The information is provided by the Director or their designee.

**5.3** In the case of Participants for whom the Organizer is a payer of income tax on the payment of the Referral Fee, the Organizer shall make the deductions provided for by the law from the payments made and pay the public and legal dues as a payer, in accordance with the currently applicable laws (the Referral Fee may also be subject to a social security contribution deduction in accordance with social security regulations). In such a case, the Participant shall provide (in documentary form) a document covering the account with the bank account number for settlements no later than in 7 days after receiving the information referred to in Section 5.2 above.

**5.4** A participant who is an independent contractor paying their own income taxes and other levies

is obligated to submit to the Organizer a correctly issued invoice (also in electronic form to the [e-mail address: contracts@mindboxgroup.com](mailto:contracts@mindboxgroup.com)), for the amounts indicated in item 5.1 plus the VAT amount (if applicable), no later than in 7 days after receiving the information referred to in Section 5.2 above.

**5.5** The Referral Fee will be transferred to the bank account indicated by the Participant within 14 days from the date of delivery of a properly issued bill or invoice to the Organizer.

**5.6** In the case of a repeat recruitment process for a Candidate already employed, no further or additional Referral Fee shall be granted to the Participant.

## **VI. Protection of personal data**

**6.1** The Controller of the personal data of Participants and Candidates collected in the Referral Program is MINDBOX S.A. with its seat in Warsaw, at ul. Zlota 59, 00-120 Warsaw, Poland, phone +48 22 486 31 56, email [info@mindboxgroup.com](mailto:info@mindboxgroup.com)

**6.2** The Candidates in the Referral Program provide the Organizer with their first and last names, the CVs, and contact information, such as phone numbers and e-mail addresses. Participants in the Referral Program, provide the Organizer with their first and last names, telephone numbers, and e-mail addresses.

**6.3** Provision of the data indicated above is on a voluntary basis, but in the case of Candidates, it is required for the processing of their applications in the recruitment process, and in the case of Participants, it is required to award a possible Referral Fee for the Candidate's referral.

**6.4** Personal data collected regarding the Participants and the Candidates may be used for the following purposes:

**6.4.1.** to enable Participants to use the function of submitting the Candidates' application and for the performance of the terms and conditions of the Referral Program in accordance with Article 6(1)(b) of the GDPR;

**6.4.2.** conducting the recruitment processes in connection with which the Candidate's application was sent or, in the case of additional consent of the Candidate, for the purposes of conducting future recruitment – in accordance with Article 6(1)(a) of the GDPR

**6.4.3.** to communicate with the Participants or Candidates or, on the basis of a separate consent, to send information about the recruitment processes in progress using the data provided (phone numbers or email addresses) in accordance with Article 6(1)(a) of the DPA;

**6.5** Participants' and Candidates' data will be processed and retained for the time necessary due to the purpose of their processing. Data may also be processed for longer than the periods specified above if specific regulations so require, e.g. in the case of pursuing possible claims.

**6.6** In the case of processing personal data on the basis of expressed consent, the duration of processing will depend on the duration of consent, i.e., until it is revoked.

**6.7** The Organizer is not carrying out automatic processing – profiling within the meaning of the GDPR, which involves the use of personal data provided by a Participant or Candidate to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, personal preferences, reliability and behavior.

**6.8** In order to conduct the recruitment process, the processed Candidate's data may be shared with

the Partners of the Organizer concerned by the recruitment process.

**6.9** The Participants or Candidates shall have the right to:

**6.9.1.** access to their personal data and obtain information on, among other things, the purpose, scope and manner of their processing, as well as information on data recipients;

**6.9.2.** rectification and completion of incomplete data or their erasure;

**6.9.3.** request the temporary or permanent suspension of data processing or object to the processing;

**6.9.4.** data portability;

**6.9.5.** withdraw consent at any time – the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal;

**6.9.6.** lodge a complaint with the supervisory authority on personal data protection – in Poland, with the President of the Personal Data Protection Office.

6.10 Any requests or demands by Participants or Candidates shall be processed immediately, but no longer than within 30 days of receipt of the relevant request or demand.

**6.11** In order to submit the relevant request, the Participant or Candidate may forward the relevant statement by email to the Organizer to [info@mindboxgroup.com](mailto:info@mindboxgroup.com).

## **VII. Final provisions**

**7.1** Participation in the Program is voluntary. Joining the Program implies acceptance of the Terms and Conditions by the Candidates and by the Participants.

**7.2** The Candidate should receive the Participant's consent to provide the Organizer with the Participant's first and second names and email address.

**7.3** The Terms and Conditions of the Program are available on the Organizer's website at [www.mindboxgroup.com](http://www.mindboxgroup.com) and at the Organizer's offices in Warsaw, at ul. Zlota 59.

**7.4** The person in charge of the Program is the Director of the Business Development Department at Mindbox S.A.

**7.5** The person who decides on any changes regarding the execution of the Program is the President of the Management Board of the Organizer.

**7.6** The Organizer supervises the Program and ensures compliance with its Terms and Conditions, as well as maintaining the documentation of the Program.

**7.7** Persons who do not comply with the provisions of the Terms and Conditions and those who provide untruthful information about themselves or the Candidates will be excluded by the Organizer from participation in the Program, which means that no Referral Fee can be awarded.

**7.8** In matters not governed here or in matters under dispute, the Program Organizer has the power to decide and resolve, with the Director of the Business Development Department making decisions and resolutions on behalf of the Organizer.

**7.9** In the event that the Organizer announces the termination of the Program, all applications of Candidates made prior to the announcement will be qualified and accounted for under the Program.

**7.10** If a change in the Program Terms and Conditions is announced, all applications of Candidates made before the announcement will be settled in accordance with the terms and conditions in effect at the time of the application.

**7.11** All announcements regarding the Program, including announcements of amendments or repeal of these Terms and Conditions, will be posted on the Organizer's website: [www.mindboxgroup.com](http://www.mindboxgroup.com).

**7.12** These Terms and Conditions apply to the Program conducted by the Organizer as a continuation of the referral program operating since October 1, 2015, which means that:

**7.12.1** As of the effective date of these Terms and Conditions, the Organizer revokes the previously binding Terms and Conditions of the Referral Program dated April 21, 2022.

**7.12.2** With respect to applications made before the effective date of these Terms and Conditions, the provisions of the Terms and Conditions previously in effect shall apply.

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

Warsaw, June 28, 2024.

Piotr Żeromski President of the Management Board

Mindbox S.A.