

# REGULATIONS 10Clouds Sp. z o. o. Referral Program

## §1. Definitions

1. **The Organiser** - 10Clouds limited liability company, registered address ul. Chmielna 73, 00-801 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Commercial Division registration number 0000405868, NIP 1132852255, REGON 145912556.
2. **The Participant** - a natural person, with full legal capacity, participating in the Referral Program, including The Organiser's employees or persons providing services to The Organiser on a civil law contract basis, including as a sole trader as well as spouses, children and parents of the previously mentioned.
3. **Regulations** – this document, available at [www.10clouds.com/careers](http://www.10clouds.com/careers) or The Organiser's head office.
4. **Referral Program** - The Organiser's program in accordance to the Regulations, consisting of an Award for Participants successfully performing activities, as specified in the Regulations, related to Candidate nomination for Organiser's Employee adoption.
5. **CV** – the Candidate's curriculum vitae containing specifically, personal data, contact details, including email address, professional experience, skills and other data and information as required by the Regulations in relation to the job description of the nominated Candidate.
6. **Candidate** – a natural person with full legal capacity, nominated by the Participant under the Referral Program as an Organiser's Employee candidate.
7. **Award** – a cash benefit to the amount specified in the Regulations, paid to the Participant in the event of the completion of activities as specified in the Regulations.
8. **Organiser's Employee** – an employee of the Organiser, as defined by the Act of 26 June 1974 Labour Code, a natural person providing services to The Organiser under a civil law contract who is a natural person and entrepreneur under the meaning of Art. 431 of the Civil Code, providing services to The Organiser on the basis of an agreement of cooperation.
9. **Questionnaire** – a personal form, a copy of which is available on The Organiser's website at <https://www.hire4.j-labs.pl>
10. The act pertaining to the provision of electronic services is the Act of 18 July 2002 for the provision of electronic services (consolidated text: Journal of Laws of 2017, item 1219, as amended).
11. **Civil Code** – the Act of April 23, 1964, of the Civil Code (consolidated text: Journal of Laws of 2018, item 1025, as amended).

12. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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).

## §2. General Provisions

1. The regulations are the same regulations as referred to in Art. 8. of the act on the provision of electronic services and definition of the rules, scope and conditions of participation, as well as the rights and obligations of the Participants and the Referral Program Organiser.
2. The Organiser's contact details for Participants for quick and efficient contact are:
  - 1) email: [careers@10clouds.com](mailto:careers@10clouds.com)
  - 2) address: ul. Przeskok 2, 00-032 Warsaw
3. Persons wishing to participate in the Referral Program may access the Regulations at any time in the "Regulations" section available on the [www.10clouds.com/careers](http://www.10clouds.com/careers) home page. A PDF file of the regulations may also be downloaded and printed.
4. All Organiser and Participant contact takes place via email.

## §3. Objective, method and duration of the Referral Program

- 1) The aim of the Referral Program is to select Organiser Employees from Candidates nominated by Participants and to endow Participants with an Award should Regulation conditions be met.
- 2) Participation in the Referral Program is voluntary.
- 3) The Referral Program is valid [from 23<sup>rd</sup> August 2021](#) until further notice. The Organiser may terminate the Referral Program at any time, via a website notification on [www.10clouds.com/careers](http://www.10clouds.com/careers). In the event that prior to termination of the Referral Program by The Organiser, the Participant has instructed the Candidate as per the terms set out in the Regulations, the effects of such an instruction, in particular regarding determination of the fulfilment of conditions for the Participant receiving an Award, shall be governed by the provisions of the Regulations in force prior to the termination of the Referral Program.
- 4) The nomination of a Candidate by the Participant to The Organiser as part of the Referral Program is made by emailing the Candidate's CV in PDF format to the following address: <mailto:careers@10clouds.com> with a subject name of "#referral".
- 5) The Participant declares that consent has been obtained for the transfer of the recommended Candidate's personal data as a potential Organiser's Employee and for

the processing by The Organiser of said personal data contained within the CV to enable the Candidate participation in the recruitment process.

- 6) The participant declares that they have read and accept the Referral Program Regulations available at [www.10clouds.com/careers](http://www.10clouds.com/careers).
- 7) Candidate CVs sent by Participants:
  - 1) must concern specific recruitment procedures conducted by The Organiser, a list of which is available on The Organiser's website at [www.10clouds.com/careers](http://www.10clouds.com/careers);
  - 2) must relate to Candidates who meet the conditions specified in advertisements for individual recruitment procedures;
  - 3) does not apply to Candidates who have already participated in an Organiser's recruitment process and less than 12 months have elapsed from the date of the Candidate's recruitment meeting to the date of presentation of the Candidate's CV by the Participant;
  - 4) does not apply to Candidates who have submitted CVs to The Organiser within 6 months prior to the date of the Participant's sending of the Candidate's CV;
  - 5) may not apply to the Participant themselves, or Candidates currently or at any time in The Organiser's Employee;
- 8) Participants may send any amount of individual Candidate CVs.
- 9) The time of sending of a CV to The Organiser is considered as the time the email containing the CV arrives at The Organiser's email address, as referred to previously in section 4.
- 10) Upon receiving a Candidate's CV, The Organiser will send an email to the Candidate address provided by the Participant solely for the purpose of fulfilling the information obligations in accordance with Art. 14 of the GDPR, verification of the Candidate's willingness to participate in the recruitment process and consent to the processing of personal data, in accordance with par. 5 item 6) above. Candidates who do not confirm their willingness to participate in the recruitment process or who do not consent to the processing of their personal data in the manner specified in para. 5 point 6) above will not be considered for recruitment, their personal data will not be processed for the purpose of recruitment and their CVs will be permanently deleted by The Organiser within 6 months from the date of receipt of the request.
- 11) If sent CVs do not contain the information as required in the job description, they do not meet the criteria as specified in sec. 5 points 1 -6) above or The Organiser elects to withdraw from recruitment with a given Candidate, the sent CV will not be replied to.
- 12) The Organiser reserves the right to freely assess Candidates in terms of recruitment as well as the right to contact and conduct further recruitment activities with selected Candidates only. The Organiser is entitled to cease further recruitment activities with the Candidate at any time and at any stage of the recruitment procedure.

## §4. Award

1. In the case of a successful conclusion with a Candidate, within 6 (six) months of the date of sending the CV by the Participant, in the manner specified in §3 sec. 4 of the Regulations, the Candidate meeting the conditions specified in §3 sec. 5 points 1-6) of the Regulations, an employment contract, within the meaning of the Act of June 26, 1974, the Labour Code or a civil law contract, being made with a Candidate, the subject of which being the Candidate's provision of work or services to The Organiser, the Participant will be entitled to receive a one-time Award to the amount of PLN 1,000.00 (one thousand) to PLN 5,000.00 (five thousand) net, dependent on the position taken by the nominated candidate. Details of the amount of the award are confirmed at the commencement of the recruitment process covered by the Referral Program.
2. Participants who fulfil the conditions for receiving the Award, specified in sec. 1 above, will be informed by The Organiser via email at the same address that the Candidate's application was sent, along with information on further required steps to receive the Award, referred to in sec. 4 and 5 below.
3. In the event of the sending of the same Candidate's CV to The Organiser, by two or more Participants, the Award will be paid to the Participant who sent the Candidate CV to The Organiser first. In the event of a simultaneous sending of a specific Candidate CV by at least two Participants, or if it is not possible to determine the order of sending, the Award will be divided in equal parts between all Participants who sent a specific Candidate CV at the same time or in an indeterminate order. The Organiser is not obliged to provide proof of receipt of simultaneous applications, in that proof may violate provisions related to Participant personal data protection.
4. Payment of the Award is upon condition of the completion by the Participant of a written formula from The Organiser containing personal data necessary for payment and the preparation of a declaration for personal income tax purposes.
5. Award payment will be made by bank transfer to the Participant's bank account, as indicated in the Questionnaire, within 30 (thirty) days from the date of receipt by The Organiser of the correctly completed Questionnaire. The date of payment is the date that The Organiser's account is debited.
6. The Award may be reduced by any pertinent public receivables incurred by The Organiser in the form of personal income tax or social and health insurance contributions.

## §5. Personal Data

1. The Questionnaire is furnished by the Organiser to specify which personal data is required from the Participant for eligibility in the Referral Program and reception of the Award. The provision of personal data is voluntary, however, refusal to do so may result in ineligibility to participate in the Referral Program and receive any Award.
2. Pursuant to Art. 13 sec. 1 and sec. 2 of GDPR, The Organiser informs that:

- 1) the Organiser is the administrator of the Participant's personal data, email: (<mailto:careers@10clouds.com>);
- 2) the Participant's personal data will be processed on the basis of art. 6 sec. 1 point a) and c) of the GDPR, i.e., for the purpose of implementation of the Referral Program, payment of the Award and performance of The Organiser's formal accounting and bookkeeping obligations;
- 3) the recipient of the Participant's personal data is:
  - a) an external accounting firm that holds The Organiser's accounting and HR documentation;
  - b) an external IT agency providing services for The Organiser;
  - c) legally entitled recipients.
3. The Participant's personal data will not be profiled or processed automatically, nor will it be sent to third party countries (i.e., outside the European Economic Area) or to an international organisation.
4. The Participant's personal data will be kept for 5 (five) years.
5. The participant has the right to access their data and the right to rectify, delete, limit processing, transfer data, object and the right to withdraw consent at any time without affecting the lawfulness of processing, made on the basis of consent before withdrawal (provided that such rights exist under the provisions of law).
6. The participant has the right to lodge a complaint with the Inspector General for the Protection of Personal Data if a violation in the processing of personal data within the provisions of the GDPR is deemed to have occurred.

## §6. Provision of services by electronic means

1. As part of the Referral Program, The Organiser provides electronic services to Participants to the extent necessary to achieve the Referral Program objectives. The contract for the provision of electronic services is concluded when the Participant begins to use services covered by the Regulations and may be terminated by the Participant at any time, notably in the event of a withdrawal from the Referral Program.
2. In order to meet the requirements of the Act regarding the provision of electronic services, The Organiser hereby informs that the usage of electronic services via the internet is associated with risk, the greatest being a possible infection of the ICT system with viruses, worms or Trojan horses. To avoid associated risks it is recommended to install anti-virus software on your device and update it regularly.
3. It is forbidden for the Participant to provide unlawful content that violates personal or property rights of third parties or violates the applicable social and moral norms, rules of social coexistence on the internet in any way (netiquette).
4. To ensure compatibility with The Organiser's IT system, the Participant's system should meet the following minimum technical requirements:
  - 1) an internet connection;

- 2) have the latest stable version of a browser installed (e.g., Google Chrome, Mozilla Firefox, Opera, Safari, Internet Explorer);
  - 3) Java Script and Cookies must be enabled on the browser;
  - 4) a minimum screen resolution of 1024x768 pixels and a recommended screen resolution of 1280x800 pixels.
5. The Participant may issue a complaint within 14 (fourteen) days from the date of any purported infringement of any electronic service provided. Any such complaints may be submitted electronically to the following address: careers@10clouds.com.
  6. When submitting a complaint, the following information should be included:
    - 1) the complainant's details, indicating requisite identifying data, including email address (passwords should not be given);
    - 2) the related service of the complaint;
    - 3) the date of the occurrence of the issue and a full description;
    - 4) justification of the complaint.
  7. If any required information is missing, The Organiser will contact the complainant for completion. During the complaint process, The Organiser may request additional explanations, documents or verification of the event under review.
  8. Complaints will be considered by The Organiser and the Participant will be informed of the finding by electronic means within 14 days from the date of receipt of complaints containing all requisite information. The Organiser undertakes to ensure that complaints are dealt with without any undue delay.

## §7. Non-compliance of Referral Program Regulations

1. If the Participant has an objection regarding the Referral Program's compliance with the Regulations or applicable law, they may submit a complaint in writing within 5 days from the date of becoming aware of such irregularities.
2. Correctly submitted complaints should include:
  - 1) the complainant's details, indicating requisite identifying data, including email address (passwords should not be given);
  - 2) the date of the occurrence of the issue and a full description;
  - 3) justification of the complaint.
3. If required information is missing, The Organiser will contact the complainant for completion. During the complaint process, The Organiser may request additional explanations, documents or verification of the event under review.
4. The Participant will be informed of the findings of the complaint by electronic means within 7 (seven) days from the date of receipt of complaints containing all requisite and correct information.
5. Complaints submitted after the expiry period referred to in sec. 1 or not containing the requisite data listed in sec. 2 above will not be entertained.

## §8. Final Provisions

1. Head of People, Małgorzata Pietraszewska, is responsible for the supervision of the Referral Program and complaints procedure, in accordance with the Regulations, email: malgorzata.pietraszewska@10clouds.com.
2. The Organiser shall not be liable for any irregularities or problems that arise during the Referral Program resulting from any malfunction in the means of communication, in particular for malfunctions in the internet or local network used by Participants to forward Candidate CVs to The Organiser.
3. The Organiser reserves the right to amend the Regulations at any time, without giving any reason, by posting the relevant information on The Organiser's website, referred to in §1 sec. 3 of the Regulations, to the extent that Awards already made to Participants are not affected.
4. The sending of the Candidate's CV is tantamount to the Participant's accepting the Regulations in full.
5. For matters not covered by these Regulations, Polish law, specifically Civil Code provisions, shall apply.
6. The Organiser is not bound by any additional, non-obligatory codes of good practice or similar documents, which does not exclude or restrict The Organiser's obligation to not violate the principles of fair competition, nor to apply unfair market practices, under mandatory provisions of law.
7. The numbers of paragraphs (par.) and points (pts) referred to in the Regulations indicate the relevant sections of the Regulations without further reference.
8. These Regulations take effect from **23.08.2021.**