

REGULATIONS
10Clouds Sp. z o.o. Candidate 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 by nominating Candidate to Candidate Referral Program.
- 3) **Regulations** – this document, available at www.10clouds.com/careers or The Organiser's head office.
- 4) **Referral Program** - The Organiser's Candidate Referral 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) **Candidate** – a natural person with full legal capacity, nominated by the Participant under the Referral Program as an Organiser's Employee candidate.
- 6) **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.
- 7) **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.
- 8) **Civil Code** – the Act of April 23, 1964, of the Civil Code (consolidated text: Journal of Laws of 2018, item 1025, as amended).
- 9) **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
 - 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 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 1 June 2022 until further notice. The Organiser may terminate the Referral Program at any time, via a website notification on 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 meeting the following conditions:
 - 1) The Participant must complete the application form, generate a unique code from the website: XXX and declare that they have read and accept the Referral Program Regulations available at www.10clouds.com/careers.
 - 2) The referd Candidate must enter The Participant code in the Candidates job application form.
 - 3) Does not apply to:
 - a) 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 receiving Candidate job application form by the Organiser
 - b) Candidates who have submitted job application forms to The Organiser within 6 months prior to the date of starting the program
 - 4) The Participant may not refer him or herself as a Candidate.
5. 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 submitting the Candidates job application form with The Participant code, in the manner specified in §3 sec. 4 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 7,000.00 (seven thousand) net, dependent on the experience level of the nominated Candidate:
 - 1) Contractor 1000 PLN
 - 2) Junior 1000 PLN
 - 3) Mid 2000 PLN
 - 4) Mid+ 5000 PLN
 - 5) Senior 7000 PLN
2. Payment of the Award will be splited into two instalments:

- 1) 30% of the Award will be paid after a month of the commencement of work by the Candidate;
- 2) 70% of the Award will be paid after a four months of the commencement of work by the Candidate;
3. Participants who fulfil the conditions for receiving the Award, specified in sec. 1 above, will be informed by The Organiser via email given by Participant, along with information on further required steps to receive the Award, referred to in sec. 4 and 5 below.
4. To receive payment of the Award Participant must complete The Questionnaire of 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 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 could be:
 - 1) an external accounting firm that holds The Organiser's accounting and HR documentation;
 - 2) an external IT agency providing services for The Organiser;
 - 3) legally entitled recipients.
4. 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.
5. The Participant's personal data will be kept for 5 (five) years.
6. 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).
7. The participant has the right to lodge a complaint with the Personal Data Protection Office (ul. Stawki 2, 00-193 Warszawa) 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 or Candidates.
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. For matters not covered by these Regulations, Polish law, specifically Civil Code provisions, shall apply.
5. 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.
6. The numbers of paragraphs (par.) and points (pts) referred to in the Regulations indicate the relevant sections of the Regulations without further reference.
7. These Regulations take effect from 01.06.2022.