

REGULATIONS OF THE 'Referral Bonus' PROGRAMME

INTRODUCTION

The purpose of these regulations (hereinafter: '**Regulations**') is to present the terms and conditions concerning the employment of candidates under the referral programme in force at Master Care sp. z o. o.

The referral programme offers a one-time payment of a reward for referring a Candidate in accordance with the terms and conditions set out below. The referral programme is designed to support the Company's recruitment team in attracting, hiring by Master Care or by a Master Care Customer and retaining the best talent interested in working for the Organiser or its Customers. We provide the opportunity to refer candidates for all vacancies/positions advertised by Master Care.

§ 1 DEFINITIONS

Whenever the following terms are used in these Regulations, they shall be understood as:

1. **Master Care or Organiser** – Master Care spółka z ograniczoną odpowiedzialnością with its registered office in (02-676) Warsaw at ul. Postępu 17 d, entered in the National Court Register maintained by the District Court for the Capital City of Warsaw XII Commercial Division of the National Court Register under National Court Register No. 0000407981, NIP (Tax ID) 52-52-52-52-07, REGON (Business ID) 145960087, with share capital of PLN 100,000.00 fully paid up together with all its subsidiaries,
2. **Programme** – a programme organised by Master Care, specified in detail in these Regulations, under which persons recommending an employee shall receive a cash bonus upon fulfilment of the conditions specified in these Regulations.
3. **Referring Person** – a person of full legal capacity, residing in Poland, not being a current employee or associate, not performing recruitment or commercial activities, and not being a member of their immediate family as at the date of application of the candidate to the 'Referral Bonus' Programme.
4. **Candidate** – a person proposed by the Referring Person, who is a specialist sought by Master Care, who meets the formal requirements specified in the job advertisement posted by Master Care, who is not a current employee or associate of Master Care, and who has not yet started the recruitment process conducted by Master Care or the end customer.
5. **Employee** - a person employed by Master Care or an entity for which Master Care conducts the recruitment process on the basis of an employment contract or cooperation agreement, for a probationary period, for a definite or indefinite period, or on the basis of any other agreement, who has been employed after the recruitment process, for the position indicated in the job advertisement by Master Care.
6. **Customer** – the business entity for which Master Care provides recruitment services.

§ 2 GENERAL PROVISIONS

1. The Regulations of the Programme constitute the legal basis for its operation, while defining the rights and obligations of the Referring Person and the Organiser.
2. The 'Referral Bonus' Programme offers the payment of a financial reward for referring a Candidate in accordance with the terms and conditions set out below.

3. Participation in the Programme is voluntary and is tantamount to acceptance of the Regulations. The duration of the Programme is unlimited. The Organiser may terminate the Programme at any time and shall announce this on the Website. In the event of termination of the Programme, all applications made before the announcement of termination shall be qualified for the Programme.

§ 3 TERMS OF PARTICIPATION

1. Any natural person with a place of residence in Poland, who is at least 18 years of age on the date of making a referral in accordance with the terms and conditions of the Programme may participate in the Programme as a Referring Person, excluding current employees of Master Care, performing recruitment or sales activities, who are covered by the internal referral programme, as well as members of their immediate family. Members of the immediate family are defined as ascendants, descendants, siblings, spouses, spouses of siblings, relatives in a collateral line and persons in an adoption relationship.
2. Any natural person with a place of residence in Poland, who is at least 18 years of age on the date of making a referral in accordance with the terms and conditions of the Programme and who meets the formal requirements indicated in the job advertisement posted by Master Care may participate in the Programme as a Candidate.
3. In the situations described below, the referred candidates shall not be qualified for the Programme and thus the Referring Person shall not be entitled to payment of the referral reward:
 - a) The Referred Candidate has self-referred to Master Care or a Master Care Customer within 1 year prior to the Referring Person recommending their candidacy,
 - b) The Referred Candidate has been involved in the recruitment process at Master Care or a Master Care customer within 1 year prior to his/her referral,
 - c) The Referred Candidate was not aware prior to his/her candidacy to the Programme that he/she had been referred to Master Care or a Master Care customer for a position,
 - d) The Referred Candidate is a former or current employee or associate of Master Care or a Master Care customer,
 - e) The Referred Candidate does not meet the requirements of the offer for which they were referred.

§ 4 RULES OF PARTICIPATION IN THE PROGRAMME

1. Referrals of Candidates are possible through:
 - a) Online form available at www.mastercare.pl
 - b) E-mail: polecenia@mastercare.pl
2. In order for the recommended candidacy to be valid and to be included in the Programme, the Referring Person should provide the following data and statements:
 - a) First name and surname and contact details of the Referring Person (telephone number, e-mail address),
 - b) Written consent to the processing of the Referring Person's personal data, in the form of acceptance of consent in the Organiser's electronic form, which reads as follows:
'I consent to the processing of my personal data by Master Care, based in Warsaw, ul. Postępu 17 d, 02-676 Warsaw, provided in this e-mail and its appendices in order for me to join the Referral Bonus Programme',
 - c) Candidate's first name and surname,
 - d) CV/Resume of the referred Candidate together with his/her consent to the processing of personal data included under the CV/Resume of the referred Candidate as follows:

'I consent to the processing of my personal data contained in the application documents by Master Care, based in Warsaw, ul. Postępu 17 d, 02-676 Warsaw, for the purposes necessary for the execution of the given and future recruitment processes, until I revoke my consent in writing. In addition, I agree that my personal data may be made available to other controllers of personal data - customers for whom Master Care provides recruitment services - for the purposes related to the execution of recruitment processes. I am aware that I have the right to access, rectify, transfer and delete or restrict processing of my personal data, as well as the right to lodge a complaint with a supervisory authority'.

- e) A written declaration by the Referring Person that the referred Candidate consents to the sharing of his/her personal data (in the form of a confirmation of the declaration in the Organiser's electronic form), with the following content as follows:
- 'I declare that I have obtained from the Candidate whom I am recommending within the framework of the "Referral Bonus" Programme permission to provide Master Care, with its registered office in Warsaw, ul. Postępu 17 d, 02-676 Warsaw, with his/her personal data and to process them by Master Care for the purposes of joining the "Referral Bonus" Programme and implementing the provisions of the Regulations of the "Referral Bonus" Programme, in accordance with the provisions of 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) and the provisions of the Regulations of the "Referral Bonus" Programme'.
3. The Proposed Candidate may request at any time to be excluded from the recruitment processes to which he/she has been proposed by the Referring Person and to update any personal data.
 4. The Programme Organiser reserves the right to exclude from the Programme candidates whose skills deviate from the required criteria for a given position. In such a situation, the Referring Person shall not join the Programme and shall not be entitled to the financial reward.
 5. Only one Referring Person can refer a Candidate. In the case of more than one referral, the order of submission is decisive.

§ 5 FINANCIAL REWARDS

1. The Referring Person acquires the right to receive the Reward when the referred Candidate enters any recruitment process and as a result is employed by Master Care or Master Care Customer and works for at least 4 months.
2. The Referring Person shall be informed by the Organiser about the awarding of the Reward within 14 days from the date of fulfilment of the prerequisites referred to in Article 5, section 1 of the Regulations or to refuse the awarding of the Reward in the case of failure to fulfil the prerequisites.
3. Master Care shall make the cash reward payment to the Referring Person's account in the Candidate's fourth month of service.
4. The amount of the reward depends on the type of position in which the referred Candidate shall be employed and equals:
 - f) PLN 2,000 gross for positions at Regular level (3-5 years of experience)
 - g) PLN 3,000 gross for Senior level positions (6-9 years of experience)
 - h) PLN 4,000 gross for positions at the Architect/Expert/Manager level (more than 10 years of experience)

5. The reward shall constitute revenue for the Referring Person in accordance with the Personal Income Tax Act. The Organiser is obliged to draw up and send to the Referring Person and to the competent tax office the tax information according to the Personal Income Tax Act.
6. If the referred Candidate is not employed in the position for which he/she was recommended, his/her recommendation shall expire after 4 months, Master Care shall have the right to contact the Candidate and present him/her with other employment offers for which the Referring Person is not entitled to receive the financial bonus.

§ 6 PERSONAL DATA

1. Provision of the personal data referred to in Article 4 of the Regulations is voluntary, however, failure to provide such data shall result in inability to participate in the Programme.
2. The processing of personal data shall be carried out in accordance with the provisions of 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) 6.3. The controller of the personal data collected for the implementation of the 'Referral Bonus' Programme, is Master Care Sp. z o.o. with its registered office in Warsaw, ul. Postępu 17 d, 02-676 Warsaw, entered in the National Court Register kept by the District Court for the Capital City of Warsaw XII Commercial Division of the National Court Register under National Court Register number 0000407981, NIP (Tax ID) 52-52-52-52-07, REGON (Business ID) 145960087, with the share capital of PLN 100,000.00 fully paid up.
3. The data subject may at any time exercise the rights set out in Articles 15 to 21 of the General Data Protection Regulation.
4. Personal data acquired during the Programme shall be stored for a period of 24 months from the date of its acquisition by Master Care.

§ 7 FINAL PROVISIONS

1. The Regulations of the Referral Programme enter into force on the day of their announcement and are valid indefinitely, until the date of the announcement of the termination of the Programme.
2. The Organiser reserves the right to terminate the Programme at any time and without giving any reason, and to modify the provisions of these regulations, at any time and without giving any reason.
3. Any disputes arising from the implementation of the Referral Programme and arising on the basis of these regulations, which cannot be resolved amicably, shall be settled in accordance with Polish law by a court with jurisdiction over the registered office of the Organiser.