

Terms and Conditions of the „Refer a Friend to FERCHAU Poland” Programme



§1 Organiser

1. The organiser of the programme is FERCHAU Poland Sp. z o.o. a limited liability company seated in Warsaw (02-715), at ul. Puławska 145, entered into the Register of Entrepreneurs of the District Court for the city of Gdańsk – Póhnoć, 7th Commercial Division of the National Court Register, under entry number KRS 0000450550, holding a tax identification number NIP: 58-33-157-047, and a paid-up share capital in the amount PLN 505,000. REGON: 221805327.

§2 Subject of the programme

1. The aim of the “Refer a Friend to FERCHAU Poland” programme (hereinafter referred to as ‘Programme’) is to encourage the submission of CVs of friends who can be recommended for work in FERCHAU Poland. CVs can be sent by the persons indicated in §3.

2. If the recommended person (hereinafter referred to as ‘Candidate’) whose CV has been sent in accordance with the regulations of the programme starts cooperation or is employed in FERCHAU Poland and works at least 80 hours in a month, the recommending person will receive one of the following bonuses:

Seniority*	IT/Engineering profiles	Other profiles
Junior 1-2 year(s)	1000 PLN	500 PLN
Regular >2-5 years	2000 PLN	1000 PLN
Senior >5 years	4000 PLN	2000 PLN

*Seniority level refers to the specific role for which the candidate is being considered

3. The amount of the bonus depends on the candidate's experience at the date of employment with FERCHAU Poland. The candidate's experience is objectively assessed by FERCHAU Poland during the employment process.

4. The recommender is responsible for the accuracy of the data in the candidate's CV. In the case of significant discrepancies between the data contained in the CV and the facts, FERCHAU Poland reserves the right to reject the recommendation and not to grant the bonus or change its value.

5. If the CV of the same candidate is sent by more than one person, the bonus will be granted to the person who first recommended the candidate – the date of sending the CV to FERCHAU Poland will be the deciding factor.

6. Where the CV of a candidate is already registered in the candidate database of FERCHAU Poland from a source other than the recommendation within the programme, the bonus shall be awarded only if as a result of the recommendation, FERCHAU Poland gained new relevant information about the candidate regarding, inter alia, a change in professional experience, additional technological competence, certificates held, information on readiness to take up a new job.

7. In the case where the candidate's CV is already registered in the FERCHAU Poland candidate database because of the recommendation, the bonus is due if:

- a period of 12 months has elapsed from the date of the candidate's registration in the database (the period of 12 months when registration is considered ‘active’ is described in §2, point 9)
- as a result of the referral, FERCHAU Poland has received relevant information concerning, inter alia, change in professional experience, additional technological competence, certificates held, information on readiness to take up a new job.

8. FERCHAU Poland is free to increase the bonus for a specific period and for specific candidate profiles:

- Information about the bonus increase, the duration and the profile sought will be published on www.ferchau.com/pl

b. The granting of the increased bonus requires the submission of a CV and the completion of the form within the prescribed period via the ‘Refer a friend to FERCHAU Poland’ form.

9. The bonus shall be awarded to any person meeting the requirements set out in §3.

10. The referral is valid for 24 months from the date of registration of the CV in the candidate database of FERCHAU Poland.

a. If FERCHAU Poland starts cooperation or employs the given candidate after this period has expired, the referral bonus will not be granted.

b. FERCHAU Poland reserves the right to award the bonus in the above case according to its own assessment. In this case, the person recommending the respective candidate will be informed directly.

11. The bonus shall be paid according to the conditions stipulated in §6 – „The bonus payment”.

§3 Participants of the programme

1. The programme is open to natural persons who are tax residents of Poland and do not need a work permit to work in Poland.

2. Entities with legal personalities or other entities that are not natural persons such as recruitment agencies or recruitment consultants are excluded from the programme.

3. The employees of the Recruitment Department of FERCHAU Poland are excluded from participation in the programme, while the employees of the Sales Department are excluded from the possibility of receiving the bonus for the referral of persons from the IT and Engineering areas. On the other hand, no FERCHAU Poland employee can receive a bonus for hiring a person for a job if he/she acts as a Hiring Manager for the referred person.

4. Excluded from participation in the programme are persons or entities that are professionally engaged in activities related to the field of recruitment.

5. The recommending person may participate in the programme, regardless of whether he/she has previously participated in the recruitment process to FERCHAU Poland.

6. Participation in the programme means accepting these terms and conditions.

§4 Duration of the programme

1. The programme starts from January 1st, 2025, and its duration is not limited.

2. FERCHAU Poland may decide to change or terminate the programme at any time.

§5 Rules for participation in the programme

1. To participate in the Program, the person who wants to recommend a candidate must send the candidate's CV by e-mail to rekrutacja@ferchau.com during the programme period. The recommender must provide the first name, last name, telephone number and email address of the candidate and attach his/her CV. The recommender must also leave his/her details (first name, last name, telephone number and email address). The candidate must be informed of the recommendation by the recommender.

2. If the candidate is not informed of the recommendation, the bonus will not be granted.

3. The candidate will be asked by FERCHAU Poland to provide the necessary consents for the processing of personal data for recruitment purposes.

4. If the candidate does not provide consent within 30 calendar days, the candidate will not be considered for recruitment to FERCHAU Poland, his/her data will be deleted, and the bonus will not be granted to the referrer.

5. One referral can refer to any number of people.

6. The candidate's referral must refer to the currently open recruitment processes available at: FERCHAU Poland, conducted by FERCHAU Poland branches in Warsaw, Gdansk and Wroclaw.

7. The bonus does not apply to referrals for trainee positions.

8. If the recommendation does not refer to any of the open recruitment processes, FERCHAU Poland has the right not to accept the referral and not to award the bonus.

9. Within 5 working days after receiving the candidate's CV, FERCHAU Poland will verify the status of the referred person in the FERCHAU Poland candidate database. FERCHAU Poland will contact the candidate to confirm his/her willingness to participate in the recruitment process and the information contained in the CV.

10. Within 5 working days from the registration of the CV in the FERCHAU Poland candidate database, the recommender will receive information from FERCHAU Poland about qualification of the recommendation for the programme and the value of the bonus to which he/she is entitled if the candidate is hired or starts working with FERCHAU Poland and meets the required criteria. Feedback will be sent irrespective of the programme qualification decision.

§6 The bonus payment

1. The bonus will be paid in two parts:

1.1 The first half of the bonus after the candidate's first month of work at FERCHAU Poland.

1.2 The second half after the third month of the candidate's work, provided the candidate continues to work at FERCHAU Poland.

2. The bonus will be paid to the referrer provided the candidate meets the criteria described in these regulations. The referrer may be required to provide FERCHAU Poland with the necessary data to process the payment or to take other required actions. The payment of the bonus will depend on whether the referrer fulfils these obligations.

3. The referral bonus, in accordance with the provisions of the PIT Act, constitutes income from other sources (Article 10(1)(9) of the PIT Act, hereinafter also referred to as Article 20(1) of the PIT Act). FERCHAU Poland will include the value of the bonus paid in the PIT-11 information. The declaration will be issued on an annual basis. The person receiving the bonus shall settle the tax independently in their annual tax return. As a result of classifying such a bonus as income from other sources, FERCHAU Poland will not collect contributions or advance tax payments on this income.

4. FERCHAU Poland shall not be liable for inability to collect the bonus due to reasons attributable to a third party or the referring person.

5. The recommending person has the right to lodge a complaint regarding non-compliance with these terms and conditions. The complaint must be submitted no later than 5 working days from the date the referrer is informed of the qualification decision for the programme. Complaints must be submitted by email to: rekrutacja@ferchau.com.pl.

6. The written complaint should include:

6.1 the name and address of the person making the complaint.

6.2 a detailed description of the grounds for the complaint.

7. FERCHAU Poland shall consider the complaint without delay, but no later than within 15 working days of its receipt. If the complaint requires more time to be considered (e.g., due to the complexity of the case), the complainant shall be informed in the same form in which the complaint was submitted.

8. Complaints sent to an incorrect email address, after the deadline or not containing the required data will not be considered.

§7 Other provisions

1. The Recruitment Manager is the decision-maker for all changes concerning the programme and its rules.

2. FERCHAU Poland is responsible for the supervision of the programme, compliance with its rules and record keeping.

3. Details regarding the processing of personal data are contained in the Privacy Policy available on the website: FERCHAU Poland.

4. FERCHAU Poland reserves the right to change the rules of the programme, including changes concerning the duration of the programme and the value of the bonus, as well as the rules of bonus payment.

5. The information about the programme contained in marketing and advertising materials is for information purposes only. The provisions of the regulations are binding.

6. FERCHAU Poland shall not be liable for any consequences of providing false data or recommendations by the participants. The sole responsibility rests with the participant.

7. FERCHAU Poland shall not be responsible for any delays or difficulties in communication with participants resulting from reasons beyond the company's control.

8. In the event of a dispute, the parties will seek to resolve the matter amicably.

9. Any disputes related to the programme shall be resolved in accordance with the law applicable to the country of FERCHAU Poland's seat, i.e. according to Polish law.