

PROHIBITION OF EMPLOYEE TAKEOVER
AND PRINCIPLES OF EQUAL TREATMENT
OF SQD ALLIANCE SP. Z O.O.



SQD Alliance Sp. z o.o.

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Bank account

ING Bank Śląski

SWIFT/BIC INGBPLPW

IBAN PLN:

88 1050 1344 1000 0090 3078 2032

06 1050 1344 1000 0024 1959 7576

IBAN EURO:

PL66 1050 1344 1000 0090 3078 2040

IBAN USD:

PL92 1050 1344 1000 0090 3078 2057

District Court in Katowice

Commercial Department of National
Court Register

VAT: PL6381701670

KRS: 0000269551

Regon: 240513222

BDO: 000072732

Share capital

400 000,00 PLN

Members of the Board

Dariusz Grzegorzczuk

Donat Thomanek

Pszczyna, 2022

Prohibition of employee takeover

1. The Client undertakes not to take up, during the term of the contract concluded on the basis of this offer (hereinafter: the Agreement), and after its termination or expiry, acts of unfair competition, in particular not to persuade the Employee or persons providing services to the Client under the Agreement on behalf of SQDA (hereinafter: Personnel); to terminate their contract with SQDA or to non-performance or improper performance of the contract, in order to benefit oneself or third parties or cause damage to SQDA or prevent / obstruct the performance by SQDA of the Agreement or any other contract.
2. The Client undertakes not to involve on any basis (directly or through third parties), including not entering into an employment contract or any other legal relationship with, an Employee or Personnel, during the term of the Agreement and within 2 years from the day of its termination or expiry.
3. Notwithstanding the provisions referred to in section 2, the Client undertakes to inform SQDA each time of any involvement on any basis (directly or through third parties), including the conclusion of an employment contract or any other legal relationship with the Employee or with Personnel, within 7 days from the date of engagement (directly or through third parties), including the conclusion of an employment contract or other legal relationship with the Employee or the Personnel.
4. In the event of a breach of the provisions referred to in sec. 1 - 3 above:
 - a) SQDA is entitled to terminate the Agreement with immediate effect,
 - b) The Client undertakes to pay SQDA a contractual penalty for each case of violation, in the amount of 50% of the gross amount of the Employee's or Personnel's remuneration for the last 12 months of the Employee's or the Personnel's cooperation with SQDA, but not less than PLN 10,000.00 (ten thousand zlotys).
5. Demand for compensation exceeding the amount of the contractual penalty is admissible, and thus SQDA may claim supplementary compensation from the Client on the general terms provided for in the Civil Code.

Principles of equal treatment

The Client undertakes to treat their direct employees equally with the Employees / other persons who provide services related to the contract to the Client on behalf of SQDA. Equal treatment will appear in:

- ensuring fair distribution of duties *,
- ensuring equal access to social facilities *,
- lack of differentiation in the method of communication,
- the same degree of enforcement of task fulfillment *,
- mutual respect in everyday relationships.

* where applicable