

## **Code of Ethics**

### **A. General Principles**

1. The code governs the principles of the provision of services by Agencja Pracy Tymczasowej (Temporary Employment Agency), which is associated with the Związek Agencji Pracy Tymczasowej (Union of Temporary Employment Agencies) - of the Związek Pracodawców (Employers' Union) (hereinafter referred to as the "Union"), which is obligatory on all members of the Union.
2. The principles of the functioning of the Union, the method of accepting and expelling members are defined by its Statute.
3. The non-adherence to the rules of the Code may be cause for expulsion of a member from the Union.
4. The method of work of the Union member should always have the features of attention to the image of the temporary employment sector in terms of both ethics and professionalism.
5. The Professional Ethics Commission operates at the Union. The task of the Commission is to review cases of violation of the Code by members of the Union and to direct appropriate requests to the Union's management board.

### **B. Principles of operation**

1. Temporary Employment services are based on the secondment of people of defined abilities and qualifications to a third party (private individual or legal entity) hereinafter referred to as the "User" for a period agreed between the parties.
2. The Temporary Employment Agency is a legal entity, the activities of which are based on recruitment, selection, employment and placement of private individuals with defined skills and qualifications at the disposal of the User, based on an appropriate agreement concluded between the temporary Employment Agency and the user.
3. The Temporary employee is a private individual employed and seconded by the temporary Employment Agency for a defined term and to perform defined work for the User.
4. Temporary work is work performed by the Temporary Employee employed by the temporary Employment Agency based on a permanent employment contract or based on a civil law contract, depending on the nature of the tasks entrusted and the User's needs.

5. A Union member accepts and manages the whole of the staff administration related to the employment of Temporary Employees and commits to the following:
  - a) To provide the Temporary Employee an agreement signed by both parties before the commencement of work, or if this is not possible - immediately after this work starts.
  - b) To pay the salary punctually and to calculate the personal income tax and social insurance premiums correctly and to remit them in time.
  - c) To provide all the social benefits as anticipated by the laws to its Temporary Employees.
  - d) To issue an appropriate document confirming the level of the salary with an itemisation of its constituent parts after fulfilment of the work.
  - e) To provide an affidavit of the income earned and premiums paid on the request of the Temporary Employee.
  - f) To provide the annual tax declaration punctually.
  - g) To organise a medical inspection position is the nature of the tasks fulfilled requires this.
  - h) To organised health and safety at work training of a general scope directly by the Agency or the User.
  
6. The members of the Union commit to the following:
  - a) To respect the prevailing Polish law
  - b) To care for their Temporary Employees, particularly within the following scope:
    - fair salary;
    - the performance of all formalities related to the employment process and in particular to inform the Temporary Employee about the nature of and the period of the cooperation, the level of the remuneration and the anticipated working hours;
    - the deadlines for payment in accordance with the provisions of the agreement;
    - adherence to the provisions of the Act on the protection of personal data with respect to the Temporary Employee;
    - to provide the Temporary Employee reliable information on the nature of the agreement signed with the Temporary Employment Agency and to make him aware that the Union Member is responsible for paying the salary and paying for all the social benefits related to the employment.
  - c) To treat the candidates for temporary work and the Temporary Employees with dignity and respect, as well as to assure them access to employment opportunities based on their professional qualifications, irrespective of their race, skin colour, creed, nationality, sex age and/or physical disability.
  - d) To determine whether the places for fulfilling the tasks are safe for the Temporary Employees.
  - e) To ascertain whether the Temporary Employee understands the nature of the task for which he is being seconded and is capable of fulfilling it without risk to his own health or the health of others.
  - f) To ensure that the Temporary Employee has been adequately trained for the fulfilment of the task to which he is being seconded.

- g) To allow the Temporary Employee the free choice of the Member of the Union for whom he wants to perform the tasks and to change this member without incurring any consequences.
- 7. In the event of a change in the Temporary Employment Agency servicing a given User, the Union Members commit to the following:
  - a) To notify their Temporary Employees about this change;
  - b) Not to exercise any repercussions with respect to the Temporary Employees registering their personal details with another member of the Union,
  - c) To cooperate with the Union Member accepting the support of the given User.
- 8. In the event that the situation arises where two or more Union Members simultaneously service a single User, the Union members commit to the following:
  - a) Not to entice the Temporary Employees of the other Union Member to sign an agreement with him; in particular not to apply any form of pressure, in particular by proposing a higher salary or suggesting that the existing employer will not assure him further employment.
  - b) In the face of freedom of concluding agreements, if the Temporary Employee decided on his own initiative to change the Temporary Employment Agency with which he will work for a given User, the Union Member will employ the Temporary Employee only after obtaining his written declaration that he has terminated his agreement with the existing Agency

### **C. Advertising**

- 1. The maintenance of reality and objectivity must be adhered to in the presentation of the benefits that could arise for the Users of the services offered in advertising and marketing activities.

### **D. Principles of cooperation with the User**

- 1. The basis of cooperation between the Temporary Employment Agency and the User are clearly specified in the commercial agreement on the requirement of people performing the temporary work.
- 2. In performing the provisions of the contract, the Temporary Employment Agency is guided by the interests of the User by fulfilling his expectations with respect to the profile of the Temporary Employees.
- 3. Temporary Employment Agencies are obliged to maintain confidentiality of all information received from the User and are obliged to accept commitments from the Temporary Employees - in written form - on keeping all information, which they have received in the performance of the Temporary Work for the User, confidential

### **E. Internal relations between Union Members**

1. Temporary Employment Agencies, Union Members, work together in order to fulfil their tasks in full that are set by the Union and appear jointly or on the understanding of all Union Members with respect to the State authorities, organisations, media and public institutions.
2. Temporary Employment Agencies, Union Members, commit to not searching for employees on their own initiative at other agencies which are Union Members.
3. If an employee from one of the Agencies - which is a Union Member - expresses his intention to work with another Agency - which is also a Union Member - then that Agency will accept a written declaration from that employee about his intention to be employed in that Agency does not represent a violation of the provisions arising from the prior conclusion of an agreement and will not represent a violation of the principles of fair competition.
4. The receipt of an application from employees of other Agencies - Union Members - will be kept in the strictest confidence.
5. IN mutual relations, Union Members act under the provisions of the law, the principles of social cooperation and good trading customs, particularly within the scope of calculating the prices of employment costs of the Temporary Employees.
6. In order to make the above assumptions realistic, the Union Members declare mutual cooperation in terms of both continuous improvement of quality standards of the services provided and the adherence to the principles of ethics during the performance of their activities.
7. The activities mentioned above may not restrict the principles of free competition, the rights of the User and those of the Temporary Employee to select the Temporary Employment Agency freely.
8. The creation of understandings, structures or organisations, through which the Union Members aim to violate the principles described in item 7, is prohibited. Such activities will be understood to be contrary to the Code of Ethics.
9. The Union Members declare their readiness to resolve all disputed matters amicable that arise from the statutory activities they perform.
10. In order to make the provisions of item 9 realistic, the Union Members may appoint an Arbitration Court. The membership of the Court will include: two arbitrators and a super-arbitrator appointed each year by the Union Members in a secret ballot from among the candidates presented by the individual Union Members. Each Union Member may present only one candidate. The method of rewarding these arbitrators will be defined by a separate resolution of the Union.
11. The Union may apply the following sanctions on the Union Member who violates the principles governing the mutual relations:
  - a) Warning,
  - b) Demand to stop the violation,
  - c) Demand to stop the violation made publicly,

- d) Restriction of the rights arising from Union membership,
- e) Temporary suspension of membership,
- f) Expulsion from the Union.

12. The Union may also additionally commit the Union Member who violates the principles governing the mutual relations to make a payment of a fee to the Union in addition to the subscription.