

# Terms and Conditions of Nord Security's External Referral Program

Last updated: 15/09/22 Version number: 2.0

Note: <u>The previous version (1.0) of the Terms</u> applies to the applications submitted to Nord Security until (but not including) the date indicated above as "Last updated". The new version (2.0) of these Terms applies to the applications submitted to Nord Security on or after the date indicated above as "Last updated".

These Terms and Conditions of Nord Security's External Referral Program (*"Terms"*) apply to any person participating in the Nord Security External Referral Program (*"Program"*). The Program is administered by Nord Security (*"we", "us", and "Nord Security"*). Nord Security reserves the right to change the Terms or terminate the Program at any time at its sole discretion. Your participation in the Program is completely voluntary.

By participating in the Program, you agree to use the Program as outlined herein and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, please do not participate in the Program.

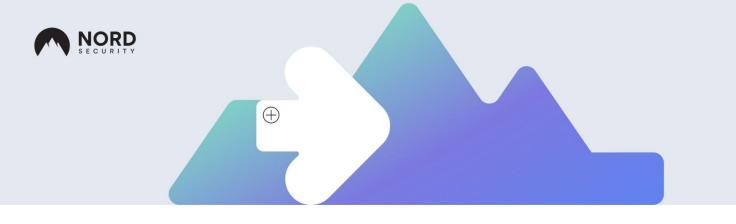
## Eligibility rules

The candidate for the referral:

- Must be someone you know personally or professionally and aware of this referral submission, Program, and its Terms;
- Must be eighteen (18) years of age or older and legally authorized to work in the EU;
- Must be technically skilled for the position mentioned in our advertorial offer.

The referrer (*"you"*):

- Must be an individual who is at least eighteen (18) years of age;
- Cannot be someone who works commercially as, with, or for a recruitment agency or recruiting consultancy;
- Cannot be a current Nord Security (including its subsidiaries, affiliates, and parent companies) employee;
- Cannot refer yourself;



• Must not be under any legal restriction that would prohibit you from participating in this Program or making the applicable referral.

The candidate is not eligible for the Program, and Nord Security will not have any obligation to make a payment to you if any of the following apply:

- The candidate has worked with Nord Security products as an employee, consultant, contractor of Nord Security, or in another capacity within the past six (6) months;
- The candidate has been referred to Nord Security by any other third party earlier;
- The candidate has already applied at Nord Security within the last six (6) months;
- Recruitment of the Candidate is not permitted due to conflicting contractual agreements, e.g., non-solicitation agreement;
- Paying the Reward would result in Nord Security violating the law or being in breach of a contract with a third party.

If more than one person refers the same candidate and Nord Security hires such a candidate, the Reward will be awarded to the first referrer, based upon Nord Security's timestamp for the referral.

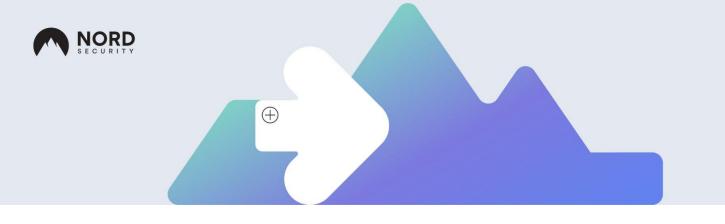
### How it works

After the referral submission, we will evaluate it and decide whether the candidate meets our requirements. If yes, we will contact them directly and start our standard recruitment process. Please note that we will tell the candidate who has referred him/her.

We will contact you only if you are eligible for the Reward. No information on the recruitment process, employment terms, etc., will be provided to you.

We have the right to determine the eligibility and payments of all referrals in question at our sole discretion. Also, we may offer the candidate a position other than the one you specified when submitting the referral form if it would suit the candidate better.

### **Payment Terms**



If you are eligible to participate in the Program, Nord Security will pay you an external referral bonus of EUR 1,000 (*"Reward"*) for each candidate that is hired by Nord Security upon satisfaction of the following conditions:

- The candidate acknowledges that they agreed to participate in the Program and were referred by you;
- The candidate completes the minimum recruitment period of three (3) months of continuous, active employment with Nord Security;
- We have received the required information from you regarding the Reward payment.

After the above-mentioned minimum recruitment period, we will send you a separate confirmation email and ask you to provide additional information to process the payment of the Reward.

Please note that the required information must be provided no later than within thirty (30) calendar days after the email (i. e., the notification of eligibility for the Reward) was sent to you.

The Reward will be made within forty-five (45) calendar days after the minimum recruitment period ends. Please note that if the information is not provided by you within the mentioned thirty (30) calendar days period, the Reward will expire.

Reward payments are gross. It may be taxable, depending on the local tax laws applicable to you, as the referrer. You are solely responsible for reporting the Reward to responsible authorities and/or paying any associated tax, levy, or similar contribution that would result from the Reward payment in your favor based on these Terms, if required, without any further involvement from Nord Security, unless provided otherwise by local tax regulations.

### Fraudulent and suspicious behavior

While Nord Security is the actual sender of the referral email, you must nonetheless comply with applicable law, including anti-spam and privacy laws.

Referrers who do not adhere to the law are obligated to indemnify Nord Security and all of the released parties (as described below) against any liabilities, costs, and expenses incurred as a result of such violation.



Nord Security has a no-tolerance spam policy. Spam, bulk referrals, distribution to strangers, the use of purchased or harvested referral lists, or other fraudulent promotion of a Program is prohibited. You should not engage in misleading, deceptive, annoying, or harassing practices concerning referrals or Program communications. Any attempts to use the Program in a questionable manner, violation of these Terms, or applicable laws will be grounds for immediate exclusion from the Program. In addition, if you designate a referral email address that has previously opted out of receiving our recruitment emails, the referral email to such email address will not be sent. Nord Security is not required to notify you if an email is sent.

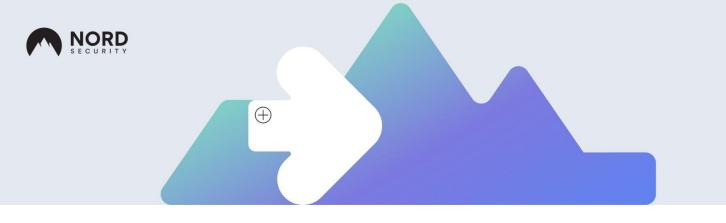
You may not enter with multiple or fake email addresses or accounts, use fictitious identities to participate in the Program, or receive the Reward. Nord Security may prohibit you from participating in the Program or receiving the Reward at Nord Security's sole discretion if Nord Security determines that you are attempting to undermine the fairness, integrity, or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair practices or violations of these Terms in any way.

### Privacy

Participation in the Program requires you to submit some personal information about yourself (full name, personal identification code (for Lithuanians), address, email address, number of individual activity certificate, bank account number, bank name, Bank SWIFT/IBAN) for Nord Security could contact you with regards to your participation in the Program and/or provision of the Reward.

The personal information collected, processed, and used as part of the Program will be used in accordance with Nord Security's Privacy Policy which is available for your review at <u>https://my.nordaccount.com/legal/privacy-policy/</u> and Tesonet company group Privacy Policy for Job Applicants, which is available for your and Candidate's review at <u>https://tesonet.com/about/privacy-policy/</u>.

Each referrer commits to sharing with Nord Security only the information that is lawfully obtained (including, where necessary, by obtaining consent from the Candidate and informing them about the Program, Terms, and Tesonet Privacy Policy for Job Applicants). In the spirit of transparency and privacy, Nord Security



will: 1) send a maximum of one email to any referred Candidate; 2) comply with any written request from the Candidate to delete his/her personal data.

#### Indemnification and liability release

Except where prohibited, you agree to release and hold harmless Nord Security and its respective parent companies, affiliates, and subsidiaries, together with their respective employees, and any person or entity associated with the production, operation, or administration of the Program, from any and all damages, costs, expenses, claims or liabilities of any kind, including third-party claims, whether pending or threatened, including without limitation, attorneys' fees, and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Terms.

NORD SECURITY DOES NOT MAKE ANY PROMISES OR COMMITMENTS ABOUT THE PROGRAM, SUCH AS THE SPECIFIC FUNCTION OF THE PROGRAM OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. TO THE EXTENT PERMITTED BY LAW, NORD SECURITY EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED. IN NO EVENT SHALL NORD SECURITY OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR LOST COMMISSIONS ON LOST SALES (WHETHER OR NOT NORD SECURITY HAS BEEN ADVISED OF SUCH LOSS OR DAMAGE), ARISING FROM THE PROGRAM OR THESE TERMS.