

# Service Level Agreement

Concluded on \_\_\_\_\_ between

**Kurkowski Ventures spółka z ograniczoną odpowiedzialnością**, operating under the brand name "Jobroad":

**NIP:** 6392034131

**REGON:** 540067026

**KRAZ:** 35234

**Address:** ul. Bończyka 22/4, 47-400 Racibórz, Poland

**Email:** office@jobroad.online, adm@jobroad.online

Represented by

**Mateusz Kurkowski**

**Email:** mateusz@jobroad.online

**Phone:** +48 662 761 451

hereinafter referred to as "**The Agency**" or "**Jobroad**".

And

**Company**

**KVK:**

**VAT-EU:**

**Address:**

**Email:**

Represented by

**Person**

**Email:**

hereinafter referred to as "**The Principal**" or "**The Employer**".



**Kurkowski Ventures sp. z o.o.**  
ul. Bończyka 22/4  
47-400 Racibórz, Poland

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Operating under the brand name "**Jobroad**"  
www.jobroad.online  
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## Table of contents

<b>§1. Initial statements.....</b>	<b>3</b>
<b>§2. Obligations of the Agency.....</b>	<b>3</b>
§2.1. Sourcing.....	3
§2.2. Screening and Selection.....	4
<b>§3. Obligations of the Principal.....</b>	<b>5</b>
§3.1. Provision of Comprehensive Information.....	5
§3.2. Timely Communication and Updates.....	5
§3.3. Compliance with Legal and Regulatory Requirements.....	5
<b>§4. Other mutual responsibilities and obligations of the sides.....</b>	<b>6</b>
<b>§5. Guarantees for recruited Temporary Employees.....</b>	<b>7</b>
§5.1. Period of Employment.....	7
§5.2. Social Benefits.....	7
§5.3. Civil Liability.....	7
§5.4. Claims Procedure.....	8
§5.5. Additional Considerations Regarding Temporary Employment Character.....	9
<b>§6. Confidentiality &amp; Data processing.....</b>	<b>10</b>
<b>§7. Remuneration of the Agency.....</b>	<b>10</b>
<b>§8. Termination of the Agreement.....</b>	<b>11</b>
§8.1. Dispute resolution.....	11
§8.2. Non-competition clause.....	11
<b>§9. Breach of contract and remedies.....</b>	<b>12</b>
<b>§10. Closing statements.....</b>	<b>12</b>
<b>Signatures.....</b>	<b>13</b>
<b>Glossary.....</b>	<b>14</b>



## §1. Initial statements

This Agreement represents a Service Level Agreement ('SLA' or 'Agreement') between the Agency and The Principal for the provisioning of recruitment services for temporary employment abroad by the Agency to The Principal.

The Agency states that it has the authority of a recruitment agency and has been registered and certified by the Marshall of Silesian Voivodeship under the number 35234 to provide employment placement services, including for temporary work abroad (in the Netherlands).

The Principal states that it is a temporary employment agency, fully authorized and licensed under its local law (Dutch law) to employ temporary employees and assign them to Employer Users in the Netherlands. The Principal has all the authorities required by its local law to fulfill its role as The Employer in the process of employing the candidates presented by the Agency.

The Agency and The Principal state that they are going to cooperate in good will on the purpose of obtaining mutual benefits and responsibly shaping the European labor market.

## §2. Obligations of the Agency

The Services provided by The Agency encompass a meticulous process of sourcing, screening, and selecting candidates tailored to meet the specific needs of blue-collar recruitment for temporary employment roles offered by The Principal. These activities, inclusive but not limited to, are designed to ensure the highest quality of candidates for The Principal's consideration.

### §2.1. Sourcing

The Agency diligently promotes vacancies forwarded by The Principal and facilitates employment processes by strengthening the brands of The Principal and its Employer Users across various platforms, leveraging owned and purchased media channels. This includes strategic dissemination through platforms such as Facebook, Instagram, a multitude of job boards, and The Agency's dedicated website, [jobroad.online](http://jobroad.online).



## §2.2. Screening and Selection

The selection process is comprehensive and thorough, involving multiple stages to assess candidate suitability:

- **CV Analysis:** In-depth review of candidates' resumes to ascertain qualifications, experience, and suitability for the designated roles.
- **Phone and Video Interviews:** Conducted by experienced recruiters to evaluate candidates' behavior, motivation, and alignment with the job requirements.
- **English Skills Assessment:** Evaluation of candidates' proficiency in English, crucial for roles requiring language proficiency.
- **Background checks:** As part of the selection process, the Agency may carry out background checks on candidates regarding their criminal record or other background data, only if and to the extent that this is required or permitted by applicable law, in particular the law of the country of employment (the Netherlands) or applicable collective labour agreements (CAO), in order to ensure compliance with the legal and regulatory requirements for the position and to promote safety in the workplace. Any such actions will be carried out in full compliance with the provisions on the protection of personal data (GDPR) and the privacy of candidates.
- **Reference Checks:** On request, The Agency performs rigorous reference checks to validate candidates' credentials and past performance, ensuring reliability and trustworthiness.
- Additionally, other activities such as skills assessments, on-site visits, and practical evaluations may be conducted as deemed necessary to further assess candidate suitability for the roles.

Through this process, The Agency aims to present to The Principal a pool of qualified candidates who not only meet the job requirements but also align with the values and culture of the work environment.

The Agency guarantees the provision of all pertinent candidate information necessary for informed hiring decisions. The scope of shared information shall be agreed upon prior and may vary according to specific recruitment processes and vacancies.

## §2.3. Information on Employment Conditions

The Agency commits to providing individuals referred for work abroad with comprehensive information regarding the anticipated employment period, in accordance with §5.1. of this Agreement, and in a manner compliant with applicable Polish law concerning the referral of employees for work abroad, prior to their departure on the level of Employment Referral Agreements.



## §3. Obligations of the Principal

In furtherance of the collaborative relationship established herein, The Principal (The Employer) shall undertake the following obligations:

### §3.1. Provision of Comprehensive Information

The Principal shall diligently provide The Agency with all necessary information pertaining to job offers, requests, or vacancies, ensuring clarity and accuracy in all communications. This includes, but is not limited to:

- **Employer Users:** Furnishing details regarding the companies where the Temporary Employees will ultimately work (clients of The Principal), facilitating transparency and enabling informed decision-making. The Principal shall provide full company names, addresses, and the specific work locations for each assignment.
- **Job descriptions:** Offering comprehensive specifications for each position, encompassing detailed descriptions, working conditions, and any specific requirements or preferences deemed relevant for successful recruitment.
- **Detailed remuneration:** Disclosing the structure of remuneration, including base salary, bonuses, incentives, and additional perks, to ensure full transparency in the compensation package offered to prospective candidates.
- **Contract templates:** Providing templates of contracts executed between The Principal (as The Employer) and Temporary Employees, facilitating a clear understanding of the terms and conditions governing employment engagements. These templates must be compliant with Dutch and EU law.
- **Accommodation and insurance:** Communicating the conditions pertaining to accommodation and insurance arrangements provided for Temporary Employees by The Principal, ensuring clarity and compliance with legal obligations.

### §3.2. Timely Communication and Updates

The Principal shall maintain open channels of communication with The Agency, promptly responding to inquiries, requests for clarification, or updates regarding job offers or changes in recruitment requirements. Any modifications or amendments to the provided information shall be promptly communicated to The Agency to facilitate seamless coordination in the recruitment process.

### §3.3. Compliance with Legal and Regulatory Requirements

The Principal shall ensure that all information provided to The Agency complies with applicable laws, regulations, and industry standards, particularly regarding employment practices, data privacy, and non-discrimination in the Netherlands and within the EU. Additionally, The Principal shall uphold ethical standards and commit to fair and equitable treatment of all candidates throughout the recruitment process. The Principal declares that it is duly licensed and authorized to operate as a temporary employment agency in the Netherlands. The Principal undertakes to ensure that all Temporary Employees receive fair and equitable treatment, and that their working and living conditions comply with all applicable Dutch and EU regulations.



## §4. Other mutual responsibilities and obligations of the sides

The collaboration between The Agency and The Principal is founded on mutual respect, trust, and a commitment to fostering a productive partnership. Both parties acknowledge and agree to uphold the following responsibilities and obligations.

**Mutual Cooperation:** The Agency and The Principal shall collaborate closely throughout the recruitment process, exchanging timely and accurate information to facilitate seamless candidate selection. This includes promptly providing feedback on candidate applications, sharing insights on job requirements, and engaging in open communication to address any challenges or concerns that may arise.

**Ethical Conduct:** Both parties pledge to conduct business with integrity, honesty, and transparency, adhering to all relevant laws, regulations, and industry standards. This includes safeguarding the confidentiality of sensitive information, respecting the privacy rights of candidates, and refraining from engaging in any form of discrimination or bias during the recruitment process.

**Non-Discrimination:** The Agency and the Principal agree to conduct all recruitment and employment processes in accordance with applicable laws and regulations, ensuring that decisions regarding candidates and temporary employees are based solely on their qualifications, skills, and experience. Both parties expressly prohibit discrimination based on race, ethnicity, gender, religion, age, disability, sexual orientation, or any other protected characteristic. Any instances of discrimination will be promptly investigated and addressed, and appropriate corrective action will be taken to ensure compliance with anti-discrimination laws.

**Healthy Competition:** The Agency and The Principal agree to engage in healthy competition that fosters innovation and drives excellence while respecting each other's business interests. The Agency expressly acknowledges that it is not allowed to replace hired employees with other employees without the permission of The Principal. Additionally, The Agency agrees not to enter into any form of agreement with The Principal's clients during the collaboration. Similarly, The Principal commits not to enter into any form of outside agreement with The Agency's employees during the collaboration without the Agency's knowledge and consent.

**Continuous Improvement:** The Agency and The Principal are dedicated to continuous improvement and ongoing professional development. This includes regularly evaluating and refining recruitment processes, seeking feedback from candidates and clients, and implementing best practices to enhance the effectiveness and efficiency of the recruitment partnership.



## §5. Guarantees for recruited Temporary Employees

### §5.1. Period of Employment

The employment period for Temporary Employees shall be specified each time and clearly defined in their individual contracts as agreed upon between The Principal (as The Employer) and the Temporary Employees. The duration of employment shall comply with applicable laws and regulations governing temporary work in the Netherlands, in particular in accordance with the regulations on the phased nature of temporary employment in the Netherlands, ensuring clarity in expectations for both parties.

### §5.2. Social Benefits

Temporary Employees shall be entitled to social benefits in accordance with EU regulations on the coordination of social security systems. These benefits include:

- **Health Insurance:** Temporary Employees will have access to necessary medical care through health insurance, which can be provided by The Principal (as The Employer) for a predetermined weekly fee. Alternatively, employees may opt to acquire health insurance independently, ensuring their access to medical services while employed.
- **Other Benefits:** Additional social benefits include but are not limited to: unemployment insurance, pension contributions, and other statutory entitlements as mandated by local regulations and the EU framework, especially EU regulations on the coordination of social security systems, such as Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems and Regulation (EC) No 987/2009 of the European Parliament and of the Council of 16 September 2009 on the coordination of social security systems.

### §5.3. Civil Liability

The Parties shall bear civil liability in accordance with applicable law. In the event of non-performance or improper performance of this Agreement, the Party in breach shall be liable for damages resulting from the breach, in accordance with the general principles of contractual liability. There are special cases where the following provisions apply:

- **Liability for Non-Performance:** In instances where The Principal (as The Employer) fails to adhere to the terms of the employment contract, resulting in damages or losses to the Temporary Employee, The Principal shall be liable for compensation for any financial losses incurred by the Temporary Employee.
- **Travel Costs:** In cases where The Principal (as The Employer) does not comply with the terms of the contract, leading to a failure to provide work or fulfill agreed conditions, The Principal shall cover all costs associated with the travel and return of the Temporary Employee, irrespective of their current location (e.g., from Poland to the work location in the Netherlands and back to Poland, or from accommodation in the Netherlands back to Poland). This includes transportation expenses incurred for reaching the work location and returning home.



## §5.4. Claims Procedure

Temporary Employees shall have the right to pursue claims related to breaches of their employment contracts. The process for lodging such claims must be clearly communicated by The Principal (as The Employer), outlining the steps for employees to seek redress and ensuring they are informed of their rights. The Agency commits to providing support and information to the Temporary Employee in pursuing such claims, within the scope of its competence and capabilities, including facilitating communication with The Principal (The Employer) and providing relevant documentation.

The Temporary Employee should, in the first instance, submit their claim directly to The Principal (The Employer) in writing, specifying the subject matter and basis of the claim. The Principal (The Employer) undertakes to review the submission within the timeframe specified in Dutch labor law and applicable collective labor agreements.

Should the Temporary Employee encounter difficulties in independently pursuing claims or fail to receive a satisfactory response from The Principal (The Employer), the Agency may provide additional support, including:

- **Informational Support and Consultation:** Providing the Directed Person with information regarding available legal or institutional avenues for claims in the Netherlands, such as:
  - Labour Inspectorate (Inspectie SZW) – in cases of violations of labor law and safety regulations,
  - Trade Union (Vakbond) – if the employee is a member of a trade union or if the union offers legal support,
  - Legal Aid Office (Het Juridisch Loket) – for free legal advice,
  - Subdistrict Court (Kantonrechter) – if judicial pursuit of claims arising from the employment contract is necessary.
- **Communication Support:** Assisting in establishing and maintaining contact with The Principal (The Employer) to clarify the situation and present claims.
- **Documentation Provision:** Providing necessary copies of documents related to the referral and job offer that are in the Agency's possession.
- **Translation Support:** Where possible, assisting in understanding correspondence from The Principal (The Employer) or Dutch institutions.
- **Mediation:** Where feasible and with the consent of both parties, the Agency may act as a mediator between the Temporary Employee and The Principal (The Employer) with the aim of amicable dispute resolution.



## §5.5. Additional Considerations Regarding Temporary Employment Character

**Nature of Temporary Employment (Phased System):** The employment of Temporary Employees by The Principal (The Employer) shall be carried out under a temporary employment contract, the duration of which will conform to the Dutch phased system (known as 'fasensysteem') regulating temporary employment in the Netherlands (Phases A, B and C or 1-2, 3 and 4), in accordance with Dutch labour law (Burgerlijk Wetboek, Wet allocatie arbeidskrachten door intermediairs - WAADI) and the applicable Collective Labour Agreement (CAO) relevant to the agency (ABU/NBBU). Temporary employment is characterized by flexibility regarding the number of working hours and changes in Employer-Users.

**Continuity of Employment:** The Principal (The Employer) shall make every effort to ensure continuity of employment; however, it is understood and accepted that working conditions may change depending on the labour market demand and the availability of assignments from The Principal's (The Employer's) clients (Employer-Users).

**Responsibility for Compliance:** The Principal (The Employer) is responsible for complying with all labour law and social security regulations in the Netherlands, including those pertaining to posted workers.

**Notification of Employer-User Changes:** In the event of a change in the Employer-User, The Principal (The Employer) shall inform the Temporary Employee in accordance with Dutch law.



## §6. Confidentiality & Data processing

The Parties commit to maintaining the confidentiality of exchanged and processed data, including but not limited to information regarding job applicants, employed individuals, and service areas. Data processing will comply with applicable legal frameworks, including the General Data Protection Regulation (GDPR). If disclosure of confidential information is legally mandated, the disclosing Party shall promptly notify the other Party and seek to secure confidentiality agreements from third parties.

In the event that disclosure of Confidential Information is required by any government or regulatory authority or by an order of court of competent jurisdiction, the Party requiring to disclose any such Confidential Information shall notify the other Party in writing as soon as possible and shall, prior to any such disclosure, allow the other Party an opportunity to intervene or where possible obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed.

## §7. Remuneration of the Agency

The Remuneration for the provision of Services specified in the contract is defined as follows:

Component	Base Amount	Applicable period	Remarks
Hourly fee	-	-	The amounts may vary for employees with higher qualifications.
One-time fee	-	-	
Other fees	-	-	Not specified

To ensure accuracy and transparency in the remuneration process, the Principal shall provide monthly verification tallies to The Agency. These tallies must include detailed information such as the number of hours worked by all delegated employees in the given period, preferably along with the indication of their position and corresponding hourly gross salary. It is imperative that these verification tallies are submitted at least every 4 weeks to the designated email address: [adm@jobroad.online](mailto:adm@jobroad.online).

Adherence to these timelines is crucial for the efficient processing of invoices and timely payment to The Agency. Failure to provide accurate and timely verification tallies may result in delays in remuneration processing, impacting the financial stability of both parties. Therefore, both parties are expected to prioritize the submission of verification tallies within the specified timelines to facilitate seamless financial transactions and maintain the integrity of the contractual agreement.



## §8. Termination of the Agreement

Either Party reserves the right to terminate this Agreement with a notice period of 30 days for any of the following valid reasons:

- Material breach of contract by either party.
- Failure to meet performance standards or service level requirements.
- Persistent failure to adhere to agreed-upon timelines or deadlines.
- Insolvency or bankruptcy of either party.
- Changes in business objectives or strategic direction that render the agreement obsolete.
- Mutual agreement between the parties to terminate the agreement.
- Violation of confidentiality provisions.
- Non-payment of fees or invoices as per the agreed terms.
- Loss of necessary licenses or certifications required to provide services.
- Force majeure events that prevent either party from fulfilling its obligations under the agreement.
- Discovery of fraudulent activities or misrepresentation by either party.
- Regulatory changes that make it impossible or impractical to continue the agreement.
- Failure to resolve disputes or disagreements in good faith.

In the event of termination, the terminating party shall provide written notice to the other party, specifying the reason(s) for termination and the effective date of termination. The notice shall be sent via email to the designated representatives of both parties. During the notice period, both parties shall cooperate in good faith to ensure a smooth transition of responsibilities and to minimize disruption to ongoing operations. Upon termination of the Agreement, the Principal shall fulfill its obligation to remunerate the Agency as stipulated in the Remuneration of the Agency, for services rendered up to the effective date of termination.

### §8.1. Dispute resolution

In case of disputes arising from this Agreement, the Parties shall first attempt to resolve them through good-faith negotiations. If no resolution is reached within 14 days, either Party may initiate mediation by written notice to the other Party. Mediation will be conducted by a mutually agreed-upon mediator, or if agreement cannot be reached, by a mediator appointed by the Agency. The mediation process will conclude within 30 days of the mediator's appointment, with costs shared equally between the Parties. If mediation fails to resolve the dispute, either Party may pursue legal remedies as outlined in this Agreement.

### §8.2. Non-competition clause

The Agency agrees that during the term of this Agreement and for a period of 6 months after its termination, it shall not, directly or indirectly, engage in any activities that compete with the services provided under this Agreement, including but not limited to recruiting candidates for similar positions or engaging with clients of the Principal for similar services, without the prior consent of the Principal.



## §9. Breach of contract and remedies

In the event of a breach of any provision of this Agreement by either Party, the non-breaching Party shall be entitled to pursue all available remedies under applicable law, including but not limited to:

- **Financial Damages:** The breaching Party shall be liable to the non-breaching Party for any financial losses incurred as a result of the breach, including but not limited to costs, expenses, and lost profits.
- **Specific Performance:** The non-breaching Party may seek specific performance of the terms of this Agreement, requiring the breaching Party to fulfill its obligations as outlined herein.
- **Injunctive Relief:** The non-breaching Party may seek injunctive relief to prevent further breaches or to compel compliance with the terms of this Agreement, including temporary or permanent injunctions as deemed necessary by a court of competent jurisdiction.
- **Legal Costs:** The breaching Party shall be responsible for reimbursing the non-breaching Party for any reasonable legal costs and expenses incurred in enforcing this Agreement or pursuing remedies for breach.

The remedies provided herein are cumulative and not exclusive, and the pursuit of one remedy shall not preclude the non-breaching Party from seeking other available remedies under law or equity.

## §10. Closing statements

This Agreement is concluded for an indefinite period, commencing from the Effective Date underlined herein. The Parties affirm their commitment to the terms and conditions outlined herein and to the successful execution of their respective obligations. It is understood that adherence to these obligations is vital for maintaining the integrity and effectiveness of the Agreement.

The Parties undertake to process personal data of candidates in accordance with legal regulations, especially GDPR, ensuring the protection of individuals' privacy rights and data security. Any breach of data processing obligations shall be subject to the remedies and dispute resolution procedures outlined in this Agreement.

This Agreement and its performance shall be governed by and construed in accordance with the laws of the Netherlands. Notwithstanding the foregoing, the Agency warrants that all its activities related to the sourcing, recruitment, and referral of Candidates performed within the Republic of Poland shall be conducted in full compliance with applicable Polish labor laws and regulations. In the event of any disputes, the Parties pledge to resolve them in good faith and through the mediation process described in §8.1. Should amicable resolution prove unattainable, any unresolved disputes or claims shall be submitted to the exclusive jurisdiction of the Amsterdam District Court.



## Signatures

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Agency's signature

\_\_\_\_\_  
\_\_\_\_\_

Principal's signature



**Kurkowski Ventures sp. z o.o.**  
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## Glossary

**Agency:** Refers to Kurkowski Ventures sp. z o.o., the entity providing recruitment services for temporary employment abroad as outlined in this Agreement.

**Candidate:** Individuals seeking employment opportunities presented by the Agency to the Principal and Employer.

**Temporary Employee:** Individuals recruited by the Agency and employed by the Principal or Employer on a temporary basis for specific roles.

**Principal:** (Dutch) temporary employment agency entering into this Agreement with the Agency, seeking recruitment services provided by the Agency. The Principal acts as The Employer for the Temporary Employees.

**Employer:** Refers to The Principal, (Dutch) temporary employment agency, that employs individuals recruited through the Agency's services for temporary assignments.

**Employer-User:** Refers to the companies where Temporary Employees, recruited by the Agency, ultimately work; clients of the Employer.

**Sourcing:** The process of identifying and attracting potential candidates for employment opportunities.

**Screening:** The evaluation and assessment of candidates' qualifications, skills, and suitability for specific roles.

**Selection:** The process of choosing the most suitable candidates for employment based on established criteria.

**Remuneration:** The compensation paid by the Principal or Employer to the Agency for recruitment services rendered.

**Confidential Information:** Any proprietary or sensitive data exchanged between the Agency and the Principal or Employer for the purposes of this Agreement.

**Data Processing:** Refers to the collection, storage, and manipulation of data in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

