PUBLIC
PÚBLICO

ADDITIONAL PURCHASE ORDER CONDITIONS (D)
LABOUR AND CONNECTED MATTERS

Current as of 2nd May, 2025

A. Definitions

Capitalized terms used in this document shall have the meaning attributed to them in the chart below, the singular and plural of each term being included:

Contract	The contractual relation established between the Supplier and the Company for the provision of Services, including the stipulations of this Labour Particular Conditions, and all its appendixes, as well as any other documents, agreements or appendixes that may be amended or included in the future.
Business Transfer	The process of assignment of the Labour Contracts of employees, pursuant to arts. 285.º et seq. of the Portuguese Labour Code.
Carried Employees	All Employees that have been assumed by the Supplier from the previous supplier in accordance and by effects of the Business Transfer legal regime.
Employees	The workforce bound to the Supplier in the provision of the Services, including the Carried Employees and the New Employees (does not include collaborators, consultants or equivalent, nor ETTs).

ETTs	Temporary workers bound to a temporary workers' agency, used by the Supplier in the provision of the Services under a "use contratct" executed between the Supplier and the agency.
Labour Contracts	The contractual agreements binding the Supplier to the Employees, as well as any labour relationship maintained by the Supplier with the Employees.
Mature Labour Credits	Includes all credits, holidays, allowances, days for compensation, training hours and other equivalent obligations that should have been fulfilled by the Supplier, paid to the Employees or given the right to be used by the Employees before or at the date of termination of the Agreement, as per the Portuguese Law, under the applicable collective agreement or under the internal uses and regulations adopted by the Supplier.
New Employees	All Employees hired by the Supplier for the provision of the Services under a Labour Contract (this does not include collaborators, consultants or equivalent, nor ETTs).
Subsequent New Service Provider	The company that will be awarded with the contract for the provision of logistics services after the termination of the Contract

B. Labour Relationships

1. The Supplier will perform its employer position on each of the Labour Contracts during the full duration of the Contract or while each Labour Contract is in force, whichever is the first to occur.
2. The Supplier undertakes to employ Employees for the provision of the Services in accordance with the applicable labour laws.
3. The Supplier expressly and irrevocably exempts the Company from any and all liability related to the labour relationships between Supplier, as employer, and its Employees, and assumes to keep the Company completely exempt and held harmless from any and all claims related to the Supplier's exclusive obligations under the Labour Contracts, before the Employees, the Tax and Social Security Department as well as before any third related entities.
4. Supplier recognizes that – during the duration of the Contract or while each Labour Contract is in force, whichever is the first to occur –, it is the sole responsible for the fulfilment of all obligations, including the payment of all credits and liabilities, that are due under the Labour Contracts, to the Employees, to the Tax and Social Security Department as well as to any third related entities.
5. In case of termination of any Labour Contract during the execution and effectiveness of the Contract, Supplier recognises under the applicable labour law, its obligation of payment of all labour credits and potential compensation due to the envisaged Employee, regardless its nature or amount.
6. Besides the Carried Employees, the Supplier will have the right to recruit New Employees to respond to the production needs of the Company and to have flexibility for changes on production levels and yearly productivity. Such hiring is entirely assumed by the Supplier, thus exempting the Company from reimbursing the Supplier for any expenses incurred regarding the hiring of New Employees.
7. The Supplier undertakes to not undergo any collective bargain or individual negotiation pertaining to the working conditions (including, but not limited to, wages, salaries, allowances, vacation days, training days) of the Employees in the 6 (six) months prior to the termination of the Contract.
8. For all purposes, Parties hereby clarify that the contractual price - settled between the Parties for the Contract - will not be subject to any revision on the grounds of increase on labour costs or similar with Employees, regardless the reason, including but not limited to the effectiveness of the mandatory legal rules on national minimum wage. This rule is valid for all period of effectiveness of the Contract, including the original period of duration and any potential optional extension.

C. Termination of Labour Contracts during the execution and effectiveness of the Contract

9. In case of termination of any Labour Contract during the execution and effectiveness of the Contract the Supplier recognises under the applicable labour law its obligation of payment of all labour credits and potential compensation due to the envisaged Employee, regardless of its nature or amount.

10. The Supplier shall directly bear all the associated costs and legal compensation regarding the dismissal of Employees in its labour relationships with the concerned Employees.

11. Should the Supplier decide to displace any Employee for any functions other than the execution of the scope of the Contract, the Supplier will entirely and exclusively bear all the liability, labour costs and other (including judicial) arising from such proceedings, being such Employee immediately out of scope of the Contract, out of the Contracts execution and out of the Business Transfer regime to the Subsequent New Service Provider.

12. Should the termination of a Labour Contract be made in violation of the applicable law, any damages, costs or expenses arising from it that may have to be incurred by the Company shall be fully reimbursed by the Supplier.

D. Business Transfer to the Subsequent New Service Provider

13. As a condition of fulfilment of the Contract, the Supplier undertakes that at the date of termination of the Contract it must ensure that the following are totally, correctly and duly liquidated and paid by Supplier to the envisaged Employees:

- **a.** All mature labour credits that are due to all Employees whose Labour Contracts are in force and that will be transferred to the Subsequent New Service Provider;
- **b.** All labour credits that are due to all Employees whose Labour Contracts will be terminated per effects of termination of the Contract, not being transferred to the Subsequent New Service Provider. Such labour credits shall include all credits and compensations, regardless of the nature or amount, that are due or become due as a consequence of their Labour Contract termination.

14. The amounts and/or benefits resulting from the previous paragraph shall not, in any case, be transferred by the Supplier to the Subsequent New Service Provider as part inherent to the Labour Contracts that will be transferred at the termination of the Contract, thus being fully assumed and paid by the Supplier to the Employees. Such amounts and/or benefits resulting from the previous paragraph will not be transferred to the Company, by any reason or juridical title whatsoever.

15. In case any amount or benefit, due at the date of Contract's termination has not been totally, correctly and duly liquidated and paid, until termination of the Contract, by the Supplier to the envisaged Employees as per paragraphs above (in any case amounts other than those referred in paragraph below), Supplier is considered in debt and the Company is entitled to compensate such amounts / discrepancies on the final invoice to be issued under the Contract (to be further delivered to the creditor).

16. It is expressly declared by the Supplier – as an essential contractual obligation - that if and when Labour Contracts are assumed by a Subsequent New Service Provider, labour relationships transferred do not include any liability other than:

- **a.** Christmas' allowance: proportional to the year in course;
- **b.** Days of holidays and holidays' allowance: proportional to the year in course;
- **c.** Non-used days of holidays: part of the non-used holidays that became mature on January 1st of the year in course;

d. Compensation for down-days: the lowest of (i) 30 (thirty) days of compensation or (ii) the number of days foreseen in the Labour Contract for that purpose;

e. Days of rest for compensation for supplementary work: pecuniary compensation for non-used days of rest related to supplementary work performed within 3 (three) days or less before termination;

f. Hours of training: hours of training legally imposed and not provided proportional to the year in course.

E. Transfer of information and documents to the Subsequent New Service Provider

17. Before the final date of the Contract's effectiveness, the Supplier must deliver to the Subsequent New Service Provider the complete reference of the private passwords and register to the production-line systems.

18. Before the final date of the Contract's effectiveness, the Supplier must deliver to the Subsequent New Service Provider all information, documents and elements that are relevant for management of the Carried Employees.