

INTERNAL REGULATION

AUBAY PORTUGAL, S.A.



INDEX

- **PREAMBLE**
- **CHAPTER I: OBJECT, SCOPE OF APPLICATION AND DEFINITIONS**
- **CHAPTER II: OF THE EMPLOYEE'S HIRING**
- **CHAPTER III: OF THE EMPLOYEE'S RIGHTS AND DUTIES**
- **CHAPTER IV: WORK SCHEDULE AND LOCATION**
- **CHAPTER V: OF ABSENCES AND DELAYS**
- **CHAPTER VI: OF THE PAYMENT**
- **CHAPTER VII: OF THE HOLIDAYS AND LEAVES**
- **CHAPTER VIII: TRANSFERS**
- **CHAPTER IX: HUMAN RELATIONS**
- **CHAPTER X: DATA PRIVACY AND PROTECTION**
- **CHAPTER XI: INFORMATION SECURITY**
- **CHAPTER XII: HYGIENE AND SAFETY**
- **CHAPTER XIII: PENALTIES**
- **CHAPTER XIV: WHISTLEBLOWER CHANNELS**
- **CHAPTER XV: ENTRY INTO EFFECT, PUBLICATION AND ALTERATION OF INTERNAL REGULATION**

PREAMBLE

This Internal Regulation (hereinafter named “Internal Regulation” or just “Regulation”), prepared under the terms of the Labour Code, aims at synthesizing the different rules applicable to the contractual relationship of the employees with AUBAY PORTUGAL, S.A. (hereinafter named as “Aubay”), legal entity no. 510830536, head office at Avenida Duque de Ávila, n.º 46, 7.º C, 1050-083 Lisbon.

The purpose of this Internal Regulation is to regulate the organization and discipline of the work at Aubay, such as the rules of privacy and handling of personal data, safety measures that should be adopted by all of Aubay’s employees in order to mitigate the possible incidents that may compromise the regular operation of its activity, working times and booking of holidays.

CHAPTER I

OBJECT, SCOPE OF APPLICATION AND DEFINITIONS

ARTICLE 1 - OBJECT

1. This Internal regulation is prepared under cover of article 99 of the Labour Code (Law 7/2009, dated 12 February, with the changes of Law 93/2019, dated 4 September) and integrates the individual employment contract, the service provision contract and the contracts signed.
2. The Regulation defines operating norms of Aubay, which should be adopted by all of Aubay’s employees.
3. The object of this document is:
 - to enunciate the provisions pertaining to health, hygiene and safety that should be observed by the staff that works at Aubay, hereinafter named as “company”,
 - to establish the general rules of internal discipline that the staff should observe within the framework of their activities at the company’s service, considering the provisions pertaining to the defense rights of the employees that result from article [...] of the Labour Code or the collective work agreement applicable.
 - to take into account the provisions pertaining to moral harassment and to sexual harassment provided for by the labour law,
 - to establish the general and permanent rules pertaining to discipline, namely to the nature and scale of the sanctions that the employer may take.

ARTICLE 2 – SCOPE OF APPLICATION

1. The regulatory action contained in this Regulation extends to all Employees, without hierarchic distinction, and meets the general principles of rights and duties contained in the labour Laws.

2. The obligation to comply with it remains for the entire time of duration of the various instruments mentioned of work, whereby it is not permitted that anyone alleges they are not aware of it.

Aimed at organizing life at the core of society in everyone's interest, the internal regulation imposes itself on **all of the company's employees**, without any distinction.

By company, the following is understood:

- the head office at Av. Duque d'Ávila, n.º 46 em Lisbon
- the establishment of Oporto
- the establishment of Entrecampos, Lisbon
- any other future establishments

By employee, the following is understood:

- the Partners, the workers, including the apprentices and the workers with an employment contract that should respect all the provisions resulting from the internal regulation and from its possible attachments;
 - the interns, the temporary workers, the service providers or employees placed at the disposal of the company by third parties, the employees of the exterior companies that intervene at the company's facilities.
3. The provisions pertaining to the sanctioning system of the violation of disciplinary rules are not applicable when the employees are not connected to the company by an employment and/or internship contract.
 4. This internal regulation imposes itself on all the employees in any place which they find themselves (work places, company branches, and even outside the company's facilities for professional reasons).

ARTICLE 3 - DEFINITIONS

1. For the purposes of this Internal Regulation, and notwithstanding the definitions established in the legislation applicable, the following is understood to mean:
 - a. **Employees:** All of the organization's employees, regardless of the type of hiring instrument;
 - b. **Personal Data:** all and any information pertaining to a singular identified or identifiable person;
 - c. **Handling:** operation, or a set of operations, that have as their object personal data, carried out by means of automated or non-automated means, such as: collection, registration, conservation, consultation, use, deletion or destruction, etc.;
 - d. **Person Responsible for Handling:** the singular or collective person, the public authority, the agency or other organism that determines the purposes and means of handling of personal data, in this case Aubay;
 - e. **Violation of Personal Data:** violation of the safety that, accidentally or illicitly, causes the unauthorized destruction, loss, alteration, disclosure or access, of Personal Data transmitted, conserved or subject to any other type of handling;

- f. **Confidential Information:** all the information transmitted by Aubay to the Employees, or the information that the Employees are aware of and/or come to be aware of within the scope of the contractual relationship established with Aubay, regardless of the means or tool of communication, namely all the organizational, technical, commercial, economic, accounting, fiscal or financial information, including that pertaining to services and specifically with regard to Aubay, information about its products, even if in a development phase, to the relationships with customers and suppliers, and marketing, know-how, methods, schemes, formulas, ideas, concepts, demonstrations, studies, reports, procedures, strategies, as well as any other information pertaining to Aubay's business and activities.

For the purposes of this Internal Regulation, the following information is not considered Confidential Information:

- i. That which any of the parties may have had access to at a time prior to the implementation of this Agreement;
- ii. That is either of public dominion, at the time of disclosure or that comes to be of public dominion for a varied reason of the violation of this Internal Regulation;
- iii. That was obtained or that may be obtained freely, without reservations, from a varied source, without the respective obtaining thereof constituting a violation of this Internal Regulation or of duties of confidentiality legally or contractually established;
- iv. That which Aubay allows, by written communication addressed to the counterpart, that it be disclosed.

CHAPTER II

OF THE EMPLOYEE'S HIRING

ARTICLE 4 – HIRING CONDITIONS

The hiring of an Employee with an individual employment contract is conditioned to technical and medical selection exams and upon presentation of the documents (such as the criminal record, etc.) required within an established deadline.

ARTICLE 5 – OF THE TRIAL PERIOD

1. The Employees with an individual employment contract are hired on a trial basis, upon agreement of the parties and in accordance with the Labour Code.
2. Throughout the trial period, the parties should act in such a way that they can appreciate the interest in maintaining the employment contract.

ARTICLE 6 - REHIRING

Cases of rehiring will be analysed and approved by the administration, only after one week following the termination of the previous contract.

CHAPTER III

OF THE EMPLOYEE'S RIGHTS AND DUTIES

ARTICLE 7 – EMPLOYEE'S RIGHTS AND DUTIES

1. All the Employees, within the scope of their professional activity should:
 - a. Comply with the commitments specifically assumed in the individual employment contract, with zeal, attention and professional competency;
 - b. Obey the orders and instructions issued by hierarchic superiors;
 - c. Observe the maximum discipline in the work place;
 - d. Care for order and tidiness in the work place;
 - e. Care for the good conservation of the facilities, equipment and machines, while communicating the abnormalities noted;
 - f. Maintain a behaviour in the private and professional life compatible with the dignity of the function held and with the reputation of the company's staff;
 - g. Use the equipment always updated, while complying with the various policies already addressed, as well as that provided for in this Internal Regulation;
 - h. Provide the company and the colleagues with all the collaboration, while cultivating the spirit of communion and mutual fidelity when carrying out the service on behalf of the company's objectives;
 - i. Inform the Human Resources Department of any modification in his personal data, such as marital status, possible change of residence, number of dependants of the family unit, etc.;
 - j. Respect the honour, good fame and physical integrity of all the people with whom you maintain contact for the purpose of employment;
 - k. Immediately report any safety failure detected, regardless of the nature thereof;
 - l. Use the work instruments provided by Aubay, for the strict implementation of the work;
 - m. Limit the use of the work instruments to that strictly required;
 - n. Answer for losses caused to Aubay, either due to willful misconduct or negligence, whereby the responsibility is characterized by:
 - i. Evasion of values and objects entrusted;
 - ii. Damages and breakdowns in materials under their guard or subject to their inspection; and
 - iii. Willful misconduct or negligence of calculation against the company.

2. Implementation of professional activities

When implementing the tasks entrusted to him, each employee should comply with the instructions (with regard to the laws and regulations in effect), temporary or permanent, which are given to him by his hierarchic superiors, as well as the set of instructions circulated by means of namely internal communications.

Each one should also give proof of correction in his behaviour toward his colleagues, under penalty of sanctions.

Besides this, an obligation of reservation about political, sexual and ideological opinions is imposed upon all the workers.

This obligation does not apply, however, to opinions on unions.

The employees in contact with the customers should have a presentation (composure, behaviour, hygiene...) in accordance with the company's image.

3. Access to the company's facilities

For security reasons, it may be mandatory to introduce the Employee's fingerprint to access the company's facilities, which constitutes a free transit that provides access to the work places.

Access to the parking is only authorized for employees that are bearers of the corresponding card.

The employees only have access to the company's facilities for the implementation of their employment contract and or provision of services, whereby they do not have the right to enter or stay in the work places for any other reason, unless they can invoke a legal provision relative, namely, to representation rights of the staff or the unions.

4. People unrelated to the company

The staff is prohibited from providing entry or bring about that entry be given to the company to people unrelated therewith, without a reason that is related with the service, except for specific legal provisions (of interest to the staff's representatives) or except for prior and written authorization from the company.

5. Use of the company's facilities

The company's facilities are exclusively reserved for the professional activities of its members, whereby no work of a personal nature should be done at said facilities.

It is prohibited:

- to introduce objects and goods in the work places aimed for sale, except within the scope of the company's social and cultural activities,
- to introduce alcoholic beverages or drugs into the company and work in a state of drunkenness or under the influence of drugs. The introduction of alcoholic beverages will be permitted occasionally, at events organized by the responsible area, whereby the purpose is to motivate the interpersonal relationship between colleagues and the dissemination of the organizational culture, with the aim of retaining and motivating the employees.
- to circulate, without the company's authorization, subscription lists or lists for the collection of funds; they are only authorized, under the conditions provided for in the law.

It is prohibited to post on the walls, outside the wall panels reserved for said purpose; the announcements or service notes regularly placed on these panels should not be the target of notes, or destroyed.

6. Use of the company's material

Any employee should keep all the material he is entrusted with in a good state with the aim of implementing his work; he may not use that material for other purposes, namely for personal purposes, without authorization. For this purpose, the employee should acknowledge and sign the «term of loan» upon his arrival at the company, or when he is informed thereof while carrying out his employment contract. Telephone communications and all the correspondence of a personal nature received or made during work should be limited and occasional.

At the time of the termination of his contract, any employee should, before leaving the company, return the materials, the written documents, the badges, the keys and, in general, all the materials or IT supports in his possession and that belong to the company.

For imperative reasons of security and, namely, in the case of theft and repeated and close disappearances of objects or materials that belong to the company, the Administration will have the right to proceed with the verification of the objects that the staff is the bearer of, both at the entrance as well as at the exit.

This verification will be carried out under conditions that preserve the dignity and intimacy of the persons in question, the consent of which will be obtained in the presence of a third party that belongs to the company and/or of a representative of the staff. In case of refusal, the company may proceed with a verification by an officer of the competent judiciary police.

7. The administrative responsibility does not dispense the Employee of the applicable civil or criminal responsibility.
8. The compensations or replacements for losses caused are deducted from the salaries.

CHAPTER IV

WORK SCHEDULE AND LOCATION

ARTICLE 8 – WORK SCHEDULE

1. The work schedule established should be strictly complied with by all the Employees in a system of individual employment contract, whereby it may, in the meantime, be altered depending on the employer's service need.
2. The normal work schedule will be that of 40 hours a week, whereby it may vary in accordance with the function/position exercised by the Employee.
3. Some adjustments may be foreseen, after authorization of the hierarchic superior or the Administration, in compliance with the legal and contractual provisions in effect.
4. In the case of the employees posted to provide service at the Customers, the work schedules are, normally, dictated by the unforeseen circumstances of the projects in which they intervene, in compliance with the legal and contractual provisions.
5. The absences during the work schedule for non-professional reasons should be an exception; these absences are subject to an authorization given by the employee's hierarchic superior.

6. The cases for which exit authorizations can be given are the following:
 - sick employee at the work places and that returns home;
 - serious family occurrence that arises unexpectedly;
 - imperative summons from an authority (court, etc.);
 - summons to a Social Security centre;
 - medical consultation with a booking at a specialist doctor;
 - laboratory tests;
 - regular medical care, under reservation of prior agreement from the Administration;
 - professional tests;
 - anticipated exit to catch a train in the case of exits for family occurrences.
7. Other situations may be provided for with the prior authorization of the Administration.

ARTICLE 9 – WORK LOCATION

1. The Employees should be at the respective places at the initial work time, whereby delays are not permitted, except if the justifications presented are in accordance with the company's internal norms.
2. The work location is that which results from the nature of the Employee's activity and the company's need that led to his hiring.
3. The usual work location may be fixed or not fixed, whereby in this case the Employee exercises his activity indistinctly in various places, namely, at the company's Head Office or at the respective customer that led to the Employee's hiring.

ARTICLE 10 - OVERTIME

Overtime should be previously informed and authorized in writing by the administration, whereby it is paid in accordance with that established by law or under the terms of the respective contract.

CHAPTER V

OF ABSENCES AND DELAYS

ARTICLE 11 – ABSENCES AND DELAYS

1. The Employee that is late for work, leaves before the end of the daily work period or is absent for any reason, justifies the fact to the company or to the immediate hierarchic superior, in writing.

2. It is the company's responsibility to deduct the periods pertaining to delays, early exits and absenteeism, excepting the legal absences.
3. The Employee that for foreseeable reasons knows he is going to be absent, should inform the company, at least five days beforehand.
4. Should the reason be unpredictable he should inform the company, as soon as possible.
5. Any delay in attendance at an event previously booked and foreseen should be justified to the hierarchic superior.
6. Absence due to illness should, except in cases of force majeure, be justified within a period of 48 hours by means of the dispatch of a sick leave indicating the probable duration of the absence.
7. The company should also be informed of the successive extensions of sick leave, at the latest, on the day initially foreseen for the return to work, under penalty of it being considered as irregular absences. The sick leave justifying the extension of absence should be presented, at the latest, in the following forty eight hours, except in case of force majeure.
8. Any absence, that is not an absence due to illness, should be justified within a maximum period of 3 days, except in case of force majeure. Any absence not justified under these conditions may be the object of a sanction. The same applies in relation to any exit without a legitimate reason or without authorization.
9. The illegal absences, not justified to the company, imply the application of the penalties provided for in Chapter XIII.

CHAPTER VI

OF THE PAYMENT

ARTICLE 12 - PAYMENT

1. The company pays the salaries at the end of the respective month, or on the 1st (first) working day of the subsequent month.
2. The salary is deposited in a current account.
3. Possible errors or differences are communicated to the Department responsible, on the first working day after the corresponding payment.
4. The payment of any amount pertaining to prizes or bonuses will be the Company's full and unilateral decision, whereby it is thus limited to the income, performance and zeal on the part of the Employee, thereby not assuming in any way the nature of retribution.

CHAPTER VII

OF THE HOLIDAYS AND LEAVES

ARTICLE 13 - HOLIDAYS

The holidays will be taken, annually, in a period to be established in accordance with the company's convenience, while safeguarding the legal exceptions.

Any programmed absence of a worker, annual holidays for example, should give way to the existence of a request validated by the hierarchic superior, who will take into account the operational imperatives.

The leaving dates for holidays and return to work are determined after consultation between the employees and their hierarchic superiors, considering the obligations of each service.

Should there be a lack of response from the hierarchic superior within the period established by law, the holidays are considered as having been accepted and authorized.

ARTICLE 14 - LEAVES

1. The Company grants the Employee in a system of individual employment contract, leave in accordance with the Labour Code or more favourable conditions defined in Collective Agreements or Conventions, for the reason of:
 - a. Marriage;
 - b. Death of spouse, ancestor, offspring; and
 - c. Birth of a child.
2. The Employee informs the company in writing, in the case of marriage, at least 30 days beforehand.
3. In case of the death and birth of a child, unless absolutely impossible, the Employee informs the company of the event on the respective day.
4. In any case, proof is required by means of documental evidence.

CHAPTER VIII

TRANSFERS

ARTICLE 15 - TRANSFERS

1. The Employees in a system of individual employment contract that perform functions of trust and those whose employment contracts contain implicit or explicit transfer clauses, may be transferred to any location in the Country.
2. The transfer expenses, upon the company's initiative, are their responsibility.
3. The expenses resulting from a transfer at the Employee's request are his responsibility.

CHAPTER IX

HUMAN RELATIONS

ARTICLE 16 – RIGHT TO EQUALITY AND PROHIBITION OF DISCRIMINATION

1. Articles 24 and 25 of the Labour Code conjugated with Article 13 of the Constitution of the Portuguese Republic establish that: The worker or candidate for employment has a

right to equal opportunities and treatment with regard to access to employment, training and promotion or professional career and work conditions, whereby he may not be privileged, benefitted, harmed, deprived of any right or exempted of any duty in reason, namely of ancestry, age, gender, sexual orientation, gender identity, marital status, family situation, economic situation, education, origin or social standing, genetic heritage, reduced work ability, deficiency, political or ideological convictions and union affiliation.

2. The Company cannot practice any act of discrimination, direct or indirect, in reason namely of the factors listed in the previous point.
3. By application of this article, all acts of a discriminatory and/or sexist nature are strictly prohibited within the company.
4. The author of a discriminatory and/or sexist act is subject to disciplinary sanction.
5. The practice of a discriminatory act that is harmful to a worker or candidate for employment grants him the right to compensation for patrimonial and non-patrimonial damages, under the general terms of law.

ARTICLE 17 – HUMAN RELATIONS

1. All the Employees, without distinction, should collaborate, efficiently toward the implementation of the company's purposes.
2. Harmony, cordiality, respect and spirit of comprehension should prevail in the contacts established regardless of the hierarchic position.
3. The sense of team should prevail when carrying out tasks for the fulfillment of the company's objectives.
4. The company adopts the following principles in the relations with the Employee:
 - a. Strictly comply with its own legislation;
 - b. Acknowledge the Employee's merit and reward him properly. The promotions are regulated in accordance with the ability, initiative, frequency and time of service.

ARTICLE 18 – COMMITMENT PREVENTION AND COMBATING OF HARASSMENT AT WORK

1. All of Aubay's workers and employees should benefit from a work environment that promotes their professional and personal development and is free of moral and/or sexual harassment and possible retaliations.

2. Moral and/or sexual harassment harms the work relationships, whereby it is contrary to Aubay's principles and policies and, as such, not tolerated.

ARTICLE 19 – DEFINITION OF HARASSMENT

1. The practice of harassment at the work place or outside the work place, for reasons related with the latter, is prohibited.
2. The practice of an undesirable behaviour with the objective or effect of affecting the person's dignity or creating an intimidating, hostile, degrading, humiliating or destabilizing environment is understood to be harassment.
3. Moral harassment consists of verbal attacks of an offensive or humiliating content, and physical ones, whereby they can cover physical and/or psychological violence.
4. The harassment is sexual when it is an undesirable behaviour of a sexual nature or other behaviours in reason of sex or with sexual connotation that affect the dignity of women and men at work, whereby it can include any other undesirable behaviours in the verbal, non-verbal or physical form.
5. The harassment can be practiced by any hierarchic superior (vertical) or by subordinate workers (horizontal) as well as by third parties that interact with Aubay.
6. Both the hierarchic inferiors of the harassing party, as well as the hierarchic superiors of the harassing party can be victims of harassment, as well as any person that is the recipient of the practice of an act of harassment.
7. The acts of harassment of any person with the purpose of obtaining favours of a sexual nature for one's own advantage or for the advantage of third parties are prohibited.
8. No employee, no candidate for hiring, internship or a training period at the company can be sanctioned, dismissed or subject to a discriminatory measure, directly or indirectly, namely with regard to remuneration, training, reclassification, allocation, qualification, classification, professional promotion, alteration or renewal of contract for having been submitted or for having refused to be submitted to acts of sexual harassment by an employer, his representative or any person that, while abusing of the authority that is granted by their functions, gave orders, made threats, imposed constraints or exercised pressures of any nature over this employee with the purpose of obtaining favours of a sexual nature for their advantage or for the advantage of third parties.
9. No employee can be the target of sanctions, dismissed or be the target of a discriminatory measure for having witnessed acts of sexual harassment or for having reported them.
10. Any provision or contrary act is null.
11. By application of these articles, any worker that has practiced the acts defined above is liable to sanction.
12. By application of Article 29 of the Labour Code:
13. No employee may be submitted to repeated acts of moral harassment the objective or effect of which is the degradation of the work conditions susceptible to going against his rights and his dignity, changing his physical or mental health or compromising his professional future.
14. No employee may be the target of sanctions, dismissed or be the object of discriminatory measures, directly or indirectly, namely with regard to remuneration, training, reclassification, allocation, qualification, classification, professional promotion, alteration or renewal of contract for having been submitted or for having refused to be

submitted to repeated acts of moral harassment or for having witnessed such acts or for having reported them.

15. Any termination of the employment contract and or service provision, resulting thereof, any provision or contrary act is null.
16. By application of these articles, any employee that practiced the acts defined in the articles above is liable to disciplinary sanction.
17. The employer will implement all the useful means to avoid such behaviours within the company. Where appropriate, the employer will take all the measures capable of putting an end to such a situation.
18. In order to ensure the good operation of the company Aubay and of respecting each one's freedom of conscience, in accordance with Article 9 of the Convention for the Protection of the Rights of Man and the Fundamental Freedoms dated 4 November, 1950, which Portugal adhered to, as well as the application of Articles 24 and 25 of the Labour Code, each worker should respect a principle of absolute political, philosophical and religious neutrality.
19. Under these terms, and under reservation of the provisions of trade union right at the company, it will be prohibited that any person use, at the work place and in contact with the customers, political, philosophical or religious distinguishing signs, as well as any proselytism, sentence and criticism of the political or religious convictions of their colleagues.
20. The obligation of discretion and probity is expected of the employees, whereby they are prohibited from defaming the company or causing it harm.
21. The company's employees should not, unless specifically agreed upon with their management, promote collective entities or singular persons that exercise a competing activity to the activity of the company and of the group.

ARTICLE 20 – DENUNCIATION PREVENTION AND COMBATTING OF HARASSMENT AT WORK

1. The employee that considers being the target of harassment at work should report the situation to his/her hierarchic superior, to the project manager, to the directors or to the administration,
2. All those who are aware of irregular practices susceptible of indicating situations of harassment or that a worker practiced a disciplinary infraction due to practices of harassment may report it to any hierarchic superior of said worker and should provide the appropriate collaboration in the disciplinary process and in possible processes of another nature that may take place.
3. The situations and behaviours susceptible of substantiating harassment practiced by third parties that do not exercise functions at Aubay are the object of complaint, by the victim or by any worker that they are aware of, or by Aubay.
4. Should it be proven that the denunciation is not true, a legal proceeding may take place, namely based on the practice of a crime of slanderous denunciation, provided for and punished under the terms of article 365 of the Penal code.
5. The denunciation or report should be as detailed as possible, containing a precise description of the facts that constitute or are susceptible of substantiating the practice of harassment, namely, with regard to the circumstances, time and place thereof, identity of the victim and the harassing party (ies), as well as the means of testimonial, documental or expert proof, which may possibly exist.

6. The denunciation, report or complaint, if merely verbal, will be drawn up in writing.
7. The denunciation, report or complaint pertaining to situations of harassment at work, can be addressed through Aubay's electronic address, to the CEO João Bexiga, to jbexiga@aubay.com or to the Legal Department, to the electronic address legal.pt@aubay.com.
8. The Authority for Work Conditions, in compliance with that established in no. 1 of article 4 of Law 73/2017 dated 16 August, provides an own electronic address [http://www.act.gov.pt/\(pt-PT\)/Itens/QueixasDenuncias/Paginas/default.aspx](http://www.act.gov.pt/(pt-PT)/Itens/QueixasDenuncias/Paginas/default.aspx), for the reception of complaints of harassment in a work context in the private sector.
9. Confidentiality is ensured with regard to complainants, witnesses and in relation to the denunciation, until the presentation of charges and Aubay's employees cannot disclose or make known information obtained while performing their functions or in virtue of said performance, even after the termination thereof, unless said information has already been authorized or can be made public, under the terms of the law.
10. The speedy procedure of the proceedings instated following the denunciation or report of harassment at work is ensured.
11. The complainant and the witnesses indicated by him cannot be disciplinarily sanctioned, unless they act with malice, based on statements or facts stated in the records of a case, judicial or criminal law, triggered by harassment until the final decision, passed, notwithstanding the exercise of the right to the contradictory.

ARTICLE 21 – SANCTIONS PREVENTION AND COMBATTING OF HARASSMENT AT WORK

1. Aubay instates a disciplinary procedure, whenever it is aware of alleged situations, of acts or behaviours susceptible of indicating practices of harassment at work.
2. The practice of harassment also constitutes a very serious administrative offence, provided for in Article 29, no. 5 of the Labour Code, notwithstanding the possible penal responsibility provided for under the terms of the law, which originate the respective procedures to be instated by the competent entities.
3. The practice of harassment grants the victim the right to compensation, for patrimonial and non-patrimonial damages, in accordance with that established in Article 28 of the Labour Code, with regard to compensation for a discriminatory act.
4. The application of the accessory sanction of publishing the condemnatory decision can never be dispensed with when the practice of harassment that substantiates the administrative offence typified in no. 5 of Article 29 of the Labour Code is in question.
5. No illicit fact can, in itself, give way to the commencement of disciplinary proceedings once a period of two months has passed counting from the day on which Aubay's Administration became aware thereof, unless this fact gave way to criminal proceedings within the same period.
6. No sanction resulting from the commencement of disciplinary proceedings, which took place more than three years ago, may be invoked to support a new sanction.

CHAPTER X

DATA PRIVACY AND PROTECTION

ARTICLE 22 – CONDITIONS OF LEGITIMACY WHEN HANDLING PERSONAL DATA

Whenever Aubay's Employees intend to proceed to handle personal data they should comply with **Aubay's Privacy Policy**, and ensure that they are facing one of the following situations:

- a. The bearer has given his explicit, free and informed consent for the handling of his data for one or more specific purposes;
- b. The handling is necessary for the implementation of a contract in which the bearer of the data is a party, or for pre-contractual proceedings at the request of said bearer;
- c. The handling is necessary for the fulfillment of a legal obligation that Aubay is subject to;
- d. The handling is necessary for the defense of the bearer's vital interests or of another individual;
- e. The handling is necessary for the purpose of the legitimate interests sustained by Aubay or by third parties (except if the interests or rights and fundamental freedoms of the bearer of the data that demands the protection of the personal data prevail).

ARTICLE 23 – PRINCIPLES OF THE HANDLING OF PERSONAL DATA

All the Employees should ensure that the data handled by themselves is:

- a. Collected for certain and legitimate purposes, whereby it is not the object of later handling in a way that is incompatible with those purposes;
- b. Object of licit, loyal and transparent handling in relation to the bearer;
- c. Appropriate, pertinent and limited to what is necessary with regard to the purposes for which it is handled;
- d. Updated and rectified whenever necessary;
- e. Handled in such a way that ensures its safety, including the protection against the unauthorized or illicit handling thereof and against its loss, destruction or accidental damage, whereby the appropriate technical or organizational measures are adopted.

ARTICLE 24 – HANDLING OF PERSONAL DATA OF THE EMPLOYEES

1. Aubay proceeds to handle the personal data of all the Employees, as the Entity Responsible for the Handling, within the scope of the employment contract or the service provision signed.
2. Aubay communicates or may communicate their data:
 - a. to other companies of the Aubay Group, within the context of the service provision shared between companies of the group and for the purposes of internal reporting;
 - b. to Aubay's customers, for the purposes of the recruitment of human resources and the provision of temporary work;
 - c. to third parties that are service providers of Aubay;
 - d. company for the control of hygiene and safety at work, as well as the company that is the insurance broker responsible for the work accidents policy and health insurance of Aubay;

- e. with the company that processes the salaries and with the bank chosen by Aubay to proceed with the monthly credit operations of salary and other wages they have a right to;
 - f. to companies that sign agreements or partnerships with the aim of increasing the advantages of Aubay's Employees;
 - g. national authorities – Social Security and Tax Authority, Foreigners and Border Service – to comply with contractual obligations, with regard to contributions, with regard to taxes and the legalization of the situation of foreign Employee in Portugal.
3. The communications of personal data mentioned may imply the transfer of data to other countries.
 4. The Employees may access an updated list of the entities responsible for the handling of data to whom Aubay communicates data for the signing of the respective contracts by means of direct contact with Aubay's human resources department.
 5. Aubay proceeds to handle the personal data of all the Employees in accordance with the General Data Protection Regulation (EU) 2016/679 and with the national legislation applicable.
 6. Aubay gathers the following categories of personal data from the Employees: Personal information, biometric data, criminal record, family situation, information pertaining to the employment contract or the service provision contract, details pertaining to the retribution, health data, academic curriculum, performance evaluations, list of training and information pertaining to insurance contracts.
 7. All the data related with the employment or service provision contract, as well as with the health insurance and work accidents insurance contract is required to comply with obligations within the scope of the employment or service provision contract. With regard to the data pertaining to tax withholdings, social security, work accidents insurance and criminal record it is necessary for compliance with legal obligations. The biometric data, in particular, the fingerprint of the Employees, is collected based on Aubay's legitimate interests, in order to register the times of entry and exit for the purposes of monitoring compliance with the work schedule and also to calculate possible overtime.
 8. The Employee's photograph is obtained with his consent, whereby it can be eliminated whenever he so desires and manifests it in writing to Aubay. The consent for use of the photograph is collected at the time of its delivery to the human resources department or upload onto the company's intranet.
 9. Aubay implements the appropriate measures, conceived to maintain the personal data protected against accidental losses, accesses, alterations or unauthorized disclosures.
 10. The personal data of the Employees is conserved for the period provided for in the law applicable or during the period required for the fulfillment of the purposes of handling, after which it has terminated the data will be eliminated.
 11. The Employees may, at any time, ask Aubay for access to their personal data, the correction, opposition, deletion, portability or the limitation of the handling of their personal data, via the following e-mail dpo.pt@aubay.pt, as well as present a complaint to the National Committee for Data Protection.

ARTICLE 25 – CONSERVATION AND DESTRUCTION OF THE INFORMATION

1. The documents that contemplate personal data should be kept with respect for the requirements established in **Aubay's Security Policy** and should be maintained in a format that allows for the identification of the bearers of the data in question.
2. In the absence of periods of conservation established in legal and/or regulatory norms, the personal data may only be maintained for the time that appears strictly necessary for the handling of the data in question, in view of criteria of adequacy, proportionality and need to apply by the Employee, after validation with the Data Protection Supervisor.
3. Once the periods of conservation established have terminated, the documents that contemplate personal data should be eliminated when they are in a digital format and destroyed by using shredders when they are in paper format.

ARTICLE 26 – EXERCISE OF RIGHTS

1. Whenever a bearer of data asks an Employee from Aubay to exercise his rights, in particular, the access, deletion, correction, portability, opposition, or limitation of handling, the latter should immediately forward to the Data Protection Supervisor via the e-mail dpo.pt@aubay.pt and to the respective direct Manager.
2. The Employee should comply with the **Workflow to respond to requests of the bearer of the data**.
3. The Employee should respect and collaborate with Aubay's decisions with regard to the exercise of rights of bearers of data, namely by not contacting, correcting or eliminating the data depending on that which is requested of him.

ARTICLE 27 – VIOLATION OF PERSONAL DATA

1. Whenever the Employee becomes aware or suspects the occurrence of an information security incident that causes or may cause, accidentally or illicitly, the unauthorized destruction, loss, alteration, disclosure or access of personal data transmitted, kept or subject to any other type of handling, he should follow the **Verification and Risk Analysis of Violation of Personal Data Process** as well as the **Violation of Personal Data Workflow**.
2. The Employee should immediately contact the CISO as well as the Data Protection Supervisor of Aubay, whenever he suspects or becomes aware of a:
 - a. Violation of confidentiality: situations in which the disclosure or access of personal data is noted in an unauthorized or accidental manner;
 - b. Violation of availability: situations in which the loss of access or the destruction of personal data is noted in an unauthorized or accidental manner; and
 - c. Violation of integrity: situations in which the change of personal data is noted in an unauthorized or accidental manner.

ARTICLE 28 – DUTY TO COOPERATE

1. In the case of an audit or inspection by the competent authority for the purpose, the Employee should document and provide Aubay with the necessary information to demonstrate compliance with all the obligations it is affiliated with.

2. Within the scope of the aforementioned audits the Employee should provide all the assistance that is requested of him by Aubay.

ARTICLE 29 – COMMUNICATION OF DATA

Whenever the Employee intends to communicate/transfer personal data to a third party entity, whatever the nature may be, he should previously ask for authorization from Aubay for the purpose.

CHAPTER XI

CONFIDENTIALITY AND INFORMATION SECURITY

ARTICLE 30 – DUTY OF CONFIDENTIALITY

1. The Employees of Aubay should comply with **Aubay's Security Policy**, and use the Confidential Information solely and exclusively for the purposes communicated to them by Aubay, abstaining from any use outside that context, regardless of the purposes, either for their own benefit, or for that of third parties.
2. The Confidential Information may not be copied or reproduced without the prior written authorization of Aubay, except for the copies that are needed for the purposes of the contractual relationship in question.
3. The Employees should immediately inform Aubay of any unauthorized disclosure of Confidential Information to third parties, or of any inappropriate use of the Confidential Information, they may become aware of.
4. The Employees are specifically obliged to maintain all the Confidential Information on a basis of secrecy and strict confidentiality.
5. All the Employees undertake to protect the confidentiality of the Confidential Information, while employing for the purpose, at least, the same level of efforts and measures they employ to protect their own confidential information and, at least, reasonable efforts and measures, including, without any type of limitation, the limitation of access to the Confidential Information.

ARTICLE 31 – PRINCIPLES APPLICABLE

Aubay guides its conduct within the scope of its professional activity in accordance with the following principles:

1. Guarantee of Protection – it is essential to ensure the appropriate protection of the information, in the aspects of integrity, authenticity, availability and confidentiality, as a critical resource for the efficient development of all the activities.

2. Subjection to the law – both this Regulation as well as the tasks carried out within the scope thereof are subject to the legislation applicable.
3. Need to access (Need to Know Principle) – the access to the information should be exclusively restricted to the people that have the need to know it in order to fulfill their functions and tasks.
4. Proportionality – the activities imposed by information security should be proportional to the risks to be mitigated and limited to that required, thereby minimizing the entropy in Aubay’s regular operation.
5. Obligation to fulfill – the security policies and procedures defined should be integrated in the work processes and the implementation of the daily tasks should be characterized by their fulfillment.
6. Responsibilities – the responsibilities and the role of the entities that intervene in information security should be clearly defined and be the target of periodic monitoring and audit.
7. Information – all the specific policies and procedures should be publicized and communicated to all the users that need them for the performance of their functions and tasks;
8. Training – a training plan should be planned, approved and implemented and one of disclosure that concerns the dominion of information security and the specific policies and procedures adopted within this scope.
9. Risk evaluation – the need to protect the information should be pondered in view of its relevance and the threats that concern it. The risk evaluation should identify, control and eliminate the various types of threats the information is subject to. The levels of security, cost, measures, practices and procedures should be appropriate and proportional to the value and the level of trust of the information.
10. Communication, registration and single point of contact – all the security incidents, as well as the fragilities, have to be the object of immediate communication and registration in order to provide a speedy response to the problems. The registration process should provide for the identification of a single point of contact to which all the reports should be channelled.
11. Sanctions – the non-compliance with the provisions of information security that are in effect, will be considered an infraction of the norms and internal regulations and, as such, will be subject to appropriate corrective measures in accordance with the legislation and normatives applicable, or that come to be established for the purpose.

ARTICLE 32 – USE OF REMOVABLE MEANS

The removable means that contemplate classified information from Aubay should be stored and transported in order to ensure all the measures needed to protect the confidentiality, integrity and availability before, during, and after transportation.

ARTICLE 33 – USE OF EQUIPMENT

1. The Employees should maintain the equipment attributed clean, free of accidents and improper use. They should not drink or eat close to the equipment.
2. The Employees should take added care when protecting laptops, smartphones and other portable equipment against thefts and losses and special attention should be taken with extreme temperatures, magnetic fields and falls.
3. The IT equipment should solely be used within the scope of the activities of the business for which they were attributed and/or authorized.
4. Access of unauthorized staff to equipment, is strictly forbidden. Providing access to equipment involved in the provisioning of a service should be made by means of the processes of Request Management and Access Management.
5. All the IT equipment should be classified in one of the categories defined in Aubay's security categories, in accordance with the function for which they were attributed.
6. All the Employees are responsible for the preservation and correct use of the equipment attributed to them.
7. All the equipment should be in places with restricted access, environmental conditions in accordance with the security classification and technical specifications of the equipment in question.
8. All the active desktops and laptops should be blocked if they are not being used.
9. When travelling by airplane, the portable equipment should be maintained in the possession of the user as cabin luggage.
10. Losses, theft, damages, adulteration or other type of incidents related with equipment that may compromise the security should be denounced as quickly as possible to the Chief Information Security Officer or to the DPO.
11. The IT team is the only one responsible for maintaining and updating the configurations. None of the other users is authorized to change or update the configuration of the IT equipment, including modifying hardware or installing software.
12. The use of the equipment provided by Aubay to the Employees should also respect all the requirements stated in **Aubay's Security Policy**.

ARTICLE 34 – USE OF EMAIL

1. All the Employees should respect the policy of emails defined in **Aubay's Security Policy**.
2. All the email addresses attributed, messages stored and transfer connections should be solely used for organizational purposes in Aubay's interest. The occasional use of the internet for personal purposes is permitted as long as this use does not have a perceptible impact on Aubay's resources and systems or that the work productivity is affected.
3. The use of Aubay's resources for unauthorized publicity, personal commercial activity, spam, political campaigns and other uses not related with Aubay's commercial activity is strictly prohibited.
4. The email resources should not be used to reveal confidential or sensitive information from Aubay outside the recipients authorized to receive this information nor to disseminate messages considered as offensive, racist, obscene or in any way contrary to the law and ethic.
5. The Employees should have private identifications to access their emails and individual storage resources, except in specific cases where a shared use may be judged as appropriate.

6. The attachments in the messages should be limited in size in accordance with Aubay's procedures.

ARTICLE 35 – DOCUMENTAL MANAGEMENT

1. Aubay's Employees should look after the security of the company's information, by attributing the appropriate classification to it, in accordance with **Aubay's Classification Procedure**.
2. The Employees should respect the classification of the information (public information, internal information, sensitive information and confidential information) they have access to, by proceeding accordingly when handling it, with regard to its confidentiality and integrity.

ARTICLE 36 - PASSWORDS

1. The Employees should respect all the rules and measures imposed in **Aubay's Security Policy**, especially with regard to the number of characters and complexity.
2. The passwords are personal and untransferable, whereby the Employees should not reveal them to third parties, either by means of conversation, telephone, electronic mail or any other means of communication.
3. The passwords should not be used for more than 90 days and not less than 3 days.
4. The same password cannot be used again during, at least, one year.

ARTICLE 37 – PROTECTION OF THE INFORMATION

1. The Employees should:
 - a. Keep and disable/destroy the information as soon as it is not necessary.
 - b. Accompany the printing of documents and remove them immediately from the printer;
 - c. Protect/hide the information that is protected on the computer screens, namely when it is visible to third parties;
 - d. Block the computers whenever they are away from the work station;
 - e. Not leave passwords or keys/access cards to reserved sites in visible places or accessible to third parties;
 - f. Not have behaviours of risk, as is the case, for example, with the handling of electronic mail, surfing doubtful websites, which could place the company's systems or information at risk.
 - g. Denounce anomalous situations that may be related with the logical security of the technologies, information systems or network.
2. With regard to the protection of information the Employees should also respect all the requirements of **Aubay's Security Policy**.

Article 38 – HYGIENE AND SAFETY

The provisions the purpose of which is the compliance with the legal and regulatory provisions pertaining to hygiene, safety and prevention of accidents are included in this title, in accordance with that provided for in Article 281 and following of the Labour Code.

These provisions should, in the interest and for the protection of each one, be scrupulously fulfilled.

1. General provisions

The employees should comply with the measures of hygiene and safety, as well as the provisions pertaining to work medicine that result from the regulation in effect and the decisions adopted by the company.

2. General hygiene and cleanliness

The employees should permanently maintain the company's facilities (common and individual spaces), as well as the furniture in a state of cleanliness.

The employees should be concerned with the tidiness of their work space so that the cleaning staff may intervene.

Electrical appliances and refrigerators are placed at the disposal of the employees, free of charge, whereby they should be emptied of all their content each Friday.

3. Work Medicine

Applying the **legal provisions in effect**, the employees should submit themselves to the mandatory periodic medical consultations (work medicine), as well as to the information and prevention consultations and the recovery consultations.

The unjustified refusal on the part of the employee to submit himself to said consultations or complementary tests may originate one of the sanctions provided for in this regulation.

4. Safety and prevention

Each employee should have acknowledged the safety instructions and be aware of the seriousness of the possible consequences of not bidding by them.

Each employee should be careful, insofar as it is possible for him, with his safety and with his health and with that of his work colleagues.

It is prohibited to handle rescue materials (extinguishers, ...) outside of its normal use and to difficult access to them.

It is prohibited to neutralize any safety device.

5. Tobacco

Since 1 February, 2007 (date of entry into effect of the decree dated 15 November, 2006), it is prohibited to smoke in the company's facilities. Thus, one cannot smoke in the closed locations related with the set of employees, in the common offices, but also in the individual offices. The disrespect by an employee of this prohibition may give way to a sanction.

6. Electronic cigarette

The use of electronic cigarettes (vaping) is prohibited in the company's establishments. It is therefore impossible to vape in the closed locations related with the set of employees and in the common offices. The disrespect of this prohibition by an employee may give way to a sanction.

7. Alcohol

The consumption of alcoholic beverages, besides Wine, beer, cider and perry is not authorized in the company's facilities.

The consumption should be moderate and should not affect the productive abilities of the employees.

Besides this, considering their specific situation, the consumption of any alcoholic beverages is prohibited in the company's facilities for employees that belong to the categories of staff indicated below:

- rescuers on duty,
- Control systems (*guide-files*) and rear indicators (*serre-files*),
- Employees that should drive their personal automobile within the framework of their professional activity or for the home/work route,
- Commercial team that are in interaction with the company's customers.

In exceptional circumstances, the Administration may permit the moderate consumption of alcoholic beverages that differ from those listed above.

In accordance with the legislation of the road code in effect, the driving of a motorized or non-motorized vehicle within the framework of the professional activity or on the home-work routes should not be made under the influence of alcohol and/or narcotics.

8. Drugs

The introduction, consumption and distribution of legally prohibited drugs are prohibited in the company's facilities.

9. Personal objects

The employees that have locked cupboards and/or drawers should put away their personal objects.

In case of theft or the disappearance of personal objects or that belong to the company, the direct management should be informed as quickly as possible so that the appropriate measures may be taken.

All the personal objects that belong to each Employee are of their exclusive responsibility. Thus, the company is freed of the responsibility for the personal assets of its employees.

10. Protected facilities

The safety of some facilities is reinforced. The particular instructions clarify the categories of access. This list will be annually updated in the single document for risk assessment.

These instructions do not put the freedom of movement that the staff's representatives benefit from in question. The latter will be accompanied by the person responsible for the facilities in question.

11. Accidents and fire

11.1 Information of the occurrence of a work accident

Any physical accident of an employee, including the accidents of route, whatever the degree of seriousness, should be communicated to Aubay within a maximum period of twenty four hours, either by the victim, or, if the latter is unable to do so, by the witness or witnesses. These provisions also apply to the locations to which the employee is assigned.

Besides this, the witnesses should, in case of an emergency, provide him with first aid. However, in case of an emergency, the first aid should be provided by the employees that have a first aid license or that have training in "First Aid Work Rescuer".

11.2 Fire

Any threat or start of a fire noted at the company's locations or branches should immediately be signalled by the staff that discovers it, whereby they should warn the rescuers.

Once a year, the company organizes safety training aimed at raising awareness of the rescue materials and their use, as well as the organization of an evacuation.

CHAPTER XIII

PENALTIES

ARTICLE 39 – PENALTIES OF THE EMPLOYEES

- 1.** By application of Articles 328 and following of the Labour Code, any act considered illicit may, in light of its seriousness, be the object of one or the other of the sanctions classified below in order of importance.

2. In case of non-compliance with the norms stated in this Regulation and its contract, considering the facts and circumstances, the sanction will be decided without necessarily following the following order of classification:
 - a. Reprimand;
 - b. Registered reprimand;
 - c. Financial Penalty;
 - d. Suspension of work with loss of retribution and seniority;
 - e. Dismissal without indemnification or compensation.
3. The penalties are applied in accordance with the seriousness of the transgression, by the management or representative of the company.
4. No illicit fact can, in itself, give way to the commencement of disciplinary proceedings after a period of 60 (sixty) days counting from the day on which Aubay became aware thereof, unless this fact gave way, within the same period to criminal proceedings, under the terms provided for in Article 329 of the Labour Code.
5. Only the Board of Directors can take the decision to sanction an employee in virtue of having committed an illicit behaviour. Before taking a decision in relation to the appropriate sanction, the Board of Directors will commit itself to clarifying the facts. Consequently, it is up to the Board of Directors to decide the appropriate and proportional sanctioning measure to be taken in compliance with the legislation applicable and this Internal Regulation.
6. In accordance with that provided for in Article 332 of the Labour Code, it is up to Aubay to have an updated record of the disciplinary sanctions, made in order to easily allow for the verification of the provisions applicable, namely on the part of the competent authorities that request the consultation thereof.

ARTICLE 40 – RIGHTS OF DEFENSE

1. Any sanction will be justified and notified in writing to the worker.
2. The employee should be informed of the complaints formulated against him. The employee can present his defense during a conversation in which the employee will have a person from the company as a witness, of his choice.
3. The sanction cannot take place less than two working days or more than one month after the day established for the Preliminary Hearing. The latter should be justified, well-founded and notified to the interested party.

CHAPTER XIV

Entry into Effect, Publication and Alteration of the Internal Regulation

Article 41 – WHISTLEBLOWER CHANNELS

Within the scope of compliance with the new general regime for the protection of whistleblowers of infringements, established by Law n.º 93/2021, of December 20th created a whistleblower channel, which is available through the link <https://aubay.integrity.complylog.com/>.

Indeed, through this reporting channel of Aubay Portugal, S.A. any employee, service provider or entity external to Aubay Portugal, S.A. can report any infractions, violations and internal complaints, on any matter, immediately after becoming aware of them.

The whistleblower channel allows the whistleblower to be made freely, that is, without requiring the whistleblower to identify himself, which allows the whistleblower to guarantee his anonymity. To support the complaint, the complainant can even gather evidence that they have about the situation they report, identify the people involved and define the seriousness of the situation.

The complaints made may relate to any matter, from harassment, discrimination, intimidation, bribery, corruption, money laundering, tax evasion, among others, and to offenses committed, which are being committed or whose commission can reasonably be foreseen, as well as attempts to conceal such infractions.

Upon receipt of the complaint, it will be analyzed by Aubay Portugal, S.A. that it will take the appropriate internal measures to verify the allegations contained therein and, where applicable, to put an end to the denounced violation, including by opening an internal investigation or communicating the competent authority to investigate the violation.

The whistleblower benefits from the protection provided for in the new general regime for the protection of whistleblowers of infringements.

Complaints received are kept for a period of five years and, irrespective of that period, during the pendency of judicial or administrative proceedings relating to the complaint in question.

CHAPTER XV

Entry into Effect, Publication and Alteration of the Internal Regulation

Article 42 – DATE OF ENTRY INTO EFFECT

This regulation enters into effect on the date of its signature whereby it was previously posted in accordance with the provisions of the Labour Code.

Article 43 – SUBSEQUENT ALTERATIONS

In accordance with the Labour Code, any subsequent alteration or suppression of any of the Clauses of this Internal Regulation would be submitted to the same procedure as that which regulates the preparation thereof, whereby it is understood that any clause of the regulation that came to be contrary to the legal, regulatory provisions or of the convention applicable to the company, resulting from the evolution of the latter, would be null.



Carried out at Avenida Duque de Ávila, in Lisbon, on December 20th, 2020

Herein represented by João Pedro Dias Bexiga, as administrator of Aubay Portugal, SA

(João Pedro Dias Bexiga)