

User Terms and Conditions – HELLO JM- SAP SF Applicants

These User Terms and Conditions (“**Terms**”) regulate the operation of the SAP SuccessFactors platform of the Jerónimo Martins Group (“**SAP SF**”, “**Platform**” or “**HELLO JM-SF**”), made available by each of the companies that make part of it (together referred to as “**Jerónimo Martins**” or “**JM**” and better identified in **Annex 1**).

This document informs applicants or potential applicants to job opportunities at JM who access and/or use the Platform (“**User**” or “**Users**”) on the conditions applicable to their use. The Platform is for of age Users and should not be used by minors, with the exception of some positions made available to persons over 16 years old in some JM companies (e.g. internship programs in Portugal).

Users acknowledge that to access, consult, and use the Platform they must agree to these Terms and warrant that they understand them. Should they disagree with the Terms, Users must refrain from using the Platform.

These Terms must be read together with the Platform’s Privacy Policy, which are all available by accessing the respective links at the Platform’s website footer.

The Platform also uses cookies placed by SAP (the Platform provider) or its partners, being SAP fully responsible for setting these cookies, in accordance with the information provided in the [SAP Cookie Policy](#).

1. Services and Information provided

The SAP SF platform is a selection and recruitment management solution, to centralize and streamline JM’s recruitment processes in three countries: Portugal, Poland, and Colombia. To that end, the Platform provides a range of services and information, which include:

- Submitting information on job positions or opportunities in JM members;
- Creating and editing a User profile and the information on it;
- Submitting, managing, and reviewing applications to job positions as part of the recruitment processes or in the context of spontaneous applications;
- Submitting application within the scope of referral program, candidates provided by agencies and candidates created by the recruitment teams;
- Submitting information relevant for onboarding process of selected candidates;
- Sending notices and communications between the User and JM (including through the human resource manager).

When you create your User profile, Jerónimo Martins will assign you the category of Applicant, which will define the features to which you will have access.

Jerónimo Martins reasonably endeavours to ensure in the best way possible that the information submitted on the Platform, and the access, and the regular operation of the services provided on it are true, correct, accurate, and up to date. However, in the event of any non-compliance or anomaly

detected in the information or the features displayed, Users must contact JM through the available channels, so that we can correct the situation.

JM reserves the right to update, modify, or suppress information and/or the services provided on the Platform at any time and without notice.

2. Access to the Platform

To access the Platform, the User needs to create a profile and provide the following data: name, email address, country of application, date of birth (only for Colombia) and password, and also your profile visibility. The User warrants that the User is of age (or that the User is older than 16 years old, for those positions made available to persons over 16 years old in some JM companies) and that the data provided are true, accurate, up to date, and authentic, and must keep them permanently up to date.

If the User forgets their password, the User can click the button “Forgot your password?”, in which case a new password will be generated and sent to the email address set out in their profile. The user needs to use a single password to protect their access to the Platform, which must not be the same as any other passwords used to access third-party websites.

3. User’s Use Conditions and Obligations

To access the Platform, Users need to have internet access and use a compatible device.

As a rule, Users need to use the Platform responsibly, prudently, and carefully, and must not disrupt or degrade the continuity, integrity, and quality of its resources and features, and must also refrain from acting in a way that entails damages to JM, other Users or other third parties. When using the Platform and the services and features provided therein, Users undertake to:

- (a) Fully read, understand, agree to, and comply with these Terms and the Privacy Policy of the Platform; further understanding that in Colombia the processing of their personal data requires their consent;
- (b) Ensure the security and confidentiality of their access data, including their password, and must not disclose them to third parties or browse in a way that allows third parties to decodify and copy them;
- (c) Acknowledge and abide by third-party rights, including other Users and JM’s rights, including without limitation in connection with intellectual property rights, as specified below, and personal data protection;
- (d) Refrain from acting against the law, including violating the rights of others and/or damaging the good name, image, reputation, and good standing of any persons, whether individuals or companies, including JM and other Users;
- (e) Refrain from using the Platform, or any of its features, and from designing or using any technological tools to make available or transmit any type of material that contains or might contain viruses, worms, defects, Trojan horses, or any other item, or computer codes, files, or programs that might interrupt, destroy, or limit the feature or exploit any computer vulnerability of the Platform, and of any equipment, computer system, or communication equipment;
- (f) Refrain from designing or using any tools or technological measures, whether through computer programming or the use of pre-existing software, aimed at damaging or fit to damage, modify or delete the Platform or the technology inherent to its proper operation, in whole or in part, as well as any other fit to enable unauthorized access to the Platform or to any of its content and/or services;

- (g) Refrain from sending or transmitting messages or content that are illegal, false, misleading, threatening, malicious, abusive, defamatory, libellous, obscene, invasive of privacy, racially, ethically or morally reprehensible, harmful or offensive to human dignity, and any other content that may constitute or encourage conduct that could be considered a criminal offense, tort, or that violates the law;
- (h) Act responsibly and always in good faith regarding JM, third parties, including other Users;
- (i) Immediately communicate to JM any defect, bug, failure or anomaly they detect when using the Platform, including improper access to or unauthorized use of your User account, improper access to third-party personal data, the unavailability of any feature, or any other anomaly detected;
- (j) Should you detect any defect, bug, or anomaly as set out in the previous subparagraph, you must not seek, through such defect, bug or anomaly, to access commercial information, to access, consult or use personal data of other Users, alter the characteristics of the Platform or, in any other way, exploit the defect, bug or anomaly to use the Platform in an irregular, unlawful manner or different to JM's design.

The User's access to or use of the Platform may be limited, suspended, or cancelled by JM, if the User breaches the rules applicable to its use or if JM suspects the breach.

On the other hand, the breach of these Terms and the provisions of this Clause specifically by the User may entail tort and/or criminal liability and consequently the User's obligation to pay the damages caused and the application of any other penalty set forth by law.

The User answers to JM for any damages arising from the breach of these Terms and/or the improper use of the Platform or its features, subject to any criminal penalties or administrative penalties set forth by law.

4. Intellectual Property Rights

Users acknowledge that the contents of the Platform are proprietary rights and undertake not to infringe such rights.

Users notably acknowledge that the Platform, its structure and layout, the selection, organization and display of its content, including the features and the software used on it, as well as the names, brands, logos, and symbols displayed are proprietary rights of JM, pursuant to and to all intents and purposes of the applicable intellectual property laws, or were duly licensed to JM or JM is authorized to use them. To use these elements on the Platform does not grant you, nor can it be construed as granting you permission to use those elements directly or indirectly.

Users further acknowledge that the Platform may contain a certain content (texts, photographs, images, charts, slogans, drawings, sound, and animation and every other available information) that is protected by copyright, patents, registered trademark rights, commercial secrets, or other intellectual property rights. That content is a proprietary right of Jerónimo Martins or JM has a license to use it.

JM is tasked with managing the design, layout and display of the Platform, as well as any information, content, and services available on it, for which reason it may, at any time, update, modify or delete any content, services, options or features, as well as modify its display and configuration.

Users are barred from transmitting, communicating, or providing to the public, copying, reproducing, selling, modifying, republishing, downloading, manipulating, or otherwise distributing in any way or media, in whole or in part, the content of the Platform or part of it, without JM's prior written consent. It is excepted, however, the possibility of printed or computerized reproduction of the Platform and/or its content, as long as it is strictly reserved for personal use, without advertising and/or commercial purposes, in your home, without removing any of the notices referring to the ownership of the

Platform and/or the content and abiding by all the intellectual property rights and any other right that is mentioned. Except for these provisions, any reproduction, representation, use, or modification through any process or on any media of part or the entire Platform without JM's prior authorization is strictly forbidden and is a counterfeiting offense.

Save when expressly authorized by JM, Users are barred from carrying out reverse engineering, reverse assembly, or attempting to discover any source code, and from selling, granting, sublicensing, or otherwise transferring any right in or over the Platform.

5. Security and Operability

Jerónimo Martins endeavours to but cannot guarantee that the Platform is always secure and free of any type of virus or any other elements harmful to the device or software used to access it.

In addition, Jerónimo Martins endeavours to, but cannot guarantee that the Platform is available and operating uninterruptedly or that it is always accurate and free of mistakes or failures. For instance, the operation of the Platform may be adversely affected by situations beyond JM's control, such as failures in transmission and telecommunications means between JM and the User, or unauthorized attempts to access or alter content.

Unauthorized attempts to modify, alter, destroy, or corrupt the information contained in the Platform, to destroy the security conditions or break the authentication system, to install unauthorized software, or to use this system for uses other than those described herein, as well as any other type of criminal activity, are prohibited and will be reported to the proper authorities, and the evidence collected on such activities deemed improper will be delivered to the proper authorities. JM may monitor traffic on the Platform to identify such attempts.

JM may at any time suspend, block, or terminate the access to the Platform or any of its features regarding all or one or more Users, where:

- (i) It is necessary, considering commercial, legal, strategic, or technical aspects;
- (ii) It is necessary to ensure the technical security of the communication channels, the equipment, or the information;
- (iii) There are suspicions that it is being used in breach of these Terms;
- (iv) It is necessary for the management, maintenance, repair, alteration, or upgrading of the systems.

JM may further terminate the Platform or any of its features, permanently or temporarily, partially or totally, at all times and without notice, to ensure the security of the Platform and access to it.

6. Limitation of Liability

The User acknowledges that any access to or use of the Platform is at their own risk and account, and the User is the only one liable for any resulting damage or loss. Within the limits set out in the applicable law in each country, under no circumstances shall Jerónimo Martins be liable for direct or indirect loss of profits, or property or non-property damages, lawful or unlawful, direct or lost profits of the User and/or third parties, including, but not limited to damages for the loss of or damage to personal or non-personal data, damages for breaches of intellectual property rights, or damages caused to the User's computer system and/or equipment resulting from the use of the services, features, content, or information in any way provided through the Platform.

Except as otherwise provided by the applicable law, in addition to the above, Jerónimo Martins shall under no circumstances be liable, including without limitation, for any damages or losses of any nature that may arise from:

- (a) Any inaccuracy, incorrectness, or omission regarding the information on the Platform;
- (b) Costs, fees, and taxes associated with the messages and data necessary for the access or use of the Platform;
- (c) Mistakes, failures, or installation of the virus or other harmful elements on the devices and/or software used by the User due to access to or use of the Platform and its features;
- (d) Access to or impossibility to access the Platform and relevant features, for instance, due to its incompatibility with a certain device or software;
- (e) Use of or impossibility to use the Platform and its features, including, in particular, delays, interruptions, mistakes, interference and suspension of communications, omissions, Trojan horses, viruses, bugs, and damages and/or malfunctions;
- (f) Suspension or cancellation of your access to the Platform for breaching these Terms;
- (g) Access or use delays or blockages caused by deficiencies or Internet crashes or other electronic systems;
- (h) Suspension, malfunction, or unauthorized use of the servers on which the Platform is hosted;
- (i) Delays, interruptions, incorrect operation, or malfunction of the third-party systems and networks connected to the Platform; and
- (j) Unlawful actions by third parties, including unauthorized attempts to access or alter the Platform as set out in Clause 6.

Jerónimo Martins is not liable for any breach of these Terms by JM arising from or in connection with events beyond JM's reasonable control (force majeure). If an event of this nature occurs, JM's obligations arising from these Terms are suspended for the duration of the event.

7. Guarantees

Except if otherwise expressly specified in these Terms, the Platform, its content, and its features are displayed "as are" and "as available" and as permitted by applicable law with no type of express or implied guarantee, including without limitation marketability, fit for certain purposes, fulfilment of the User's requirements and/or expectations, non-infringement guarantees or guarantee of uninterrupted services, all of which are expressly disclaimed.

8. Contacts

Should the User have any question, suggestion, complaint, or comment on the Platform, the User may communicate with JM through the emails provided in the company's website used to submit the application for Portugal and Poland, and through the email servicioalcliente@tiendasara.co for Colombia.

9. Amendments to the Terms

Jerónimo Martins reserves the right to amend, add, update, or delete these Terms, in whole or in part, at any time, without notice and effective immediately. The amendments or updates are announced and published on the Platform.

10. Applicable law and jurisdiction

These Terms as well as any disputes against JM are subject to the law applicable in the User's country (Portugal, Poland, or Colombia), according to the JM member to which the User is applying.

In the event of any dispute arising from and/or in connection with the interpretation and/or the application of the Terms set out herein, regarding the features, information, and services provided on the Platform, in Portugal, the Lisbon District Court, in Poland, the proper Court in Poznań or in Colombia, the Colombian ordinary jurisdiction as permitted under the law of the country of the entity to which the User is applying, shall have jurisdiction.

11. Final provisions

These Terms are the entire agreement between the User and Jerónimo Martins as regards their subject-matter and are supplemented regarding any issue on which they are silent, by the Privacy Policy of the Platform.

Should any provision of these Terms be declared null and void, illegal, invalid, or unenforceable for any reason, such nullity, illegality, invalidity or unenforceability shall not affect the validity of the other Terms Clauses, which shall remain in full force and effect, and applicable.

28th June 2024

ANNEX 1 – JM Group Companies

COMPANY	HEAD OFFICE ADDRESS	TAX/IDENTIFICATION NUMBER
Jerónimo Martins, SGPS, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	500100144
Escola de Formação Jerónimo Martins, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	508309905
Hussel Iberia - Chocolates e Confeitaria, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	502430362
JMR - Prestação de Serviços para a Distribuição, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	502814381
Jerónimo Martins - Agro-Alimentar, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	513074953
Jerónimo Martins - Restauração e Serviços, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	505479044
Jerónimo Martins Serviços, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	503881872
João Gomes Camacho, S.A.	Rua do Poço Barral, nºs 6 e 8, 9000-155 Funchal, Portugal	511001304
Lido Sol II – Distribuição de Produtos Alimentares, S.A.	Caminho do Poço Barral, nº 61, 9000-155 Funchal, Portugal	511081383
Pingo Doce – Distribuição Alimentar, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	500829993
Recheio Cash & Carry, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	500145415
Santa Maria Manuela, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	515755028
Seaculture - Aquicultura, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	513944974
Terra Alegre Lacticínios, S.A.	Avenida das Indústrias, nº 17, 7300-877 Portalegre, Portugal	513147489
Best Farmer – Actividades Agro-Pecuárias, S.A.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	513684484

Recheio Masterchef, Lda.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	502897279
Outro Chão - Agricultura Biológica, Lda.	Rua Actor António Silva, 7 1649-033 Lisboa, Portugal	515926906
Ovinos da Tapada – Agropecuária, Lda.	Quinta Tapada dos Frades, 6230 471 Fundão, Portugal	516266578
Supreme Fruits, Lda	Herdade de Penique S/N 7900-357 Odivelas, Ferreira do Alentejo, Beja, Portugal	517621908
Jeronimo Martins Polska, S.A.	Ul. Żniwna 5, Kostrzyn, Poland	KRS 0000222483
Jeronimo Martins Drogerie i Farmacja, Sp. Z o.o.	Ul. Żniwna 5, Kostrzyn, Poland	KRS 0000322116
Jeronimo Martins Colombia, S.A.S.	Calle 100, No. 7 – 33, piso 11, Bogotá, Colombia	900480569-1

Jerónimo Martins

Privacy Policy – HELLO JM- SAP SF Applicants

As part of the use of the SAP SuccessFactors Platform (“**SAP SF**”, “**Platform**”, or “**HELLO JM- SF**”), the Jerónimo Martins Group company(ies) acting as controller(s) of your personal data (“**Jerónimo Martins**”, “**JM**” or “**We**”) may process the data of applicants or potential applicants to job opportunities or services contracting (“**Applicant**” or “**Applicants**”) for different purposes. This Privacy Policy (“**Policy**”) informs you of the terms on which JM processes your personal data, notably what data we collect, how and why we process them, who we disclose them to and how we protect your privacy.

The Jerónimo Martins Group, *i.e.* each of the companies that make part of it, adopt the conducts and implement the necessary arrangements to ensure compliance with the personal data laws applicable to the processing of your data and/or are in force in the country where the Platform is available: Portugal, Poland, and Colombia.

The use and browsing of the Platform, including this website (“**Website**”) and your reserved area (“**Reserved Area**”), presuppose that you are aware of this Policy, which must be read together with the Platform’s Terms and Conditions (“**T&C**”), of which it is an integral part.

The Platform also uses cookies placed by SAP (the Platform provider) or its partners, being SAP fully responsible for setting these cookies, access and processing the information collected through these or similar technologies, in accordance with the information provided in the [SAP Cookie Policy](#).

1. Who is the data controller of your personal data?

The Jerónimo Martins Group company to whom you provide your data to apply to a job opening is, as a rule, the controller of the Applicant's personal data, pursuant to the personal data protection laws applicable in the relevant country.

If upon registering on the Platform, or in spontaneous applications, you allow other Jerónimo Martins Group members to access your data on the SAP SF – by selecting the options *“Make my profile visible for current and future recruitment processes within Jerónimo Martins Companies Worldwide. In the case of European Economic Area (EEA) data subjects, this consent also includes the transfer of data outside the EEA”* or *“Make my profile visible for current and future recruitment processes within Jerónimo Martins Companies in my country of application”*, such members will also be independent controllers regarding the processing of your personal data.

For the referred candidates, indicated by agencies or recruitment teams, when registering the visibility profile by default will be *“Make my profile visible for current and future recruitment processes within Jerónimo Martins Companies in my country of application”*. The candidate may change the visibility option to *“Make my profile visible for current and future recruitment processes within Jerónimo Martins Companies Worldwide. In the case of European Economic Area (EEA) data subjects, this consent also includes the transfer of data outside the EEA.”* or *“Make my profile visible for the recruitment processes I have applied for. I do not want to be considered for other recruitment processes.”* by accessing your candidate profile.

If, in addition, you apply to certain positions in the Jerónimo Martins Group, Jerónimo Martins, SGPS, S.A. will act as controller regarding the processing of your personal data together with the company(ies) set out in the preceding paragraphs.

Finally, for the purpose of producing statistical and aggregated reports (“reporting”) about the recruitment and onboarding processes of the Jerónimo Martins Group both globally and locally, and regardless of the visibility option selected for your profile, all companies that make part of the Jerónimo Martins Group will act as joint controllers for the processing of your personal data.

Within the context and for the purposes of this Policy, the following companies are part of the Jerónimo Martins Group:

- In Portugal: (i) Jerónimo Martins, SGPS, S.A.; (ii) Recheio Cash & Carry, S.A., (iii) Jerónimo Martins Serviços, S.A., (iv) Recheio Masterchef, Lda., (v) JMR – Prestação de Serviços para a Distribuição, S.A., (vi) Escola de Formação Jerónimo Martins, S.A., (vii) Lido Sol II – Distribuição de Produtos Alimentares, S.A., (viii) João Gomes Camacho, S.A., (ix) Terra Alegre Lacticínios, S.A., (x) Pingo Doce – Distribuição Alimentar, S.A., (xi) Best Farmer – Actividades Agro-Pecuárias, S.A., (xii) Seaculture – Aquicultura, S.A., (xiii) Jerónimo Martins – Agro-Alimentar, S.A.; (xiv) Santa Maria Manuela Turismo, S.A., (xv) Jerónimo Martins – Restauração e Serviços, S.A., (xvi) Hüssel - Chocolates e Confeitaria, S.A., (xvii) Outro Chão – Agricultura Biológica, Lda., (xviii) Ovinos da Tapada – Agropecuária, Lda., (xix) Supreme Fruits, Lda.;
- In Poland: (xx) Jeronimo Martins Polska SA; (xxi) Jeronimo Martins Drogerie i Farmacja Sp. z o.o.;
- In Colombia: (xxii) Jeronimo Martins Colombia SAS.

2. What are personal data?

‘Personal Data’ means any information of any nature and regardless of the media (e.g., physical document, sound, or image) relating to an identified or identifiable natural person (‘data subject’). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one

or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

3. Which personal data do we collect?

As part of the use of the Platform, Jerónimo Martins collects and processes the personal data required for the processing purposes listed in Paragraph 4 of this Policy. The data is collected directly from the data subject upon registering on and using the Platform to submit job applications or services contracting.

We will specifically process the following categories of personal data, which include, namely, the types of personal data provided below:

CATEGORY	PERSONAL DATA COLLECTED
Identification data	Name, date of birth and/or age (to check whether you are of age)
Contact data	(Personal and/or professional) email address, (personal and/or professional) telephone number, address
Data regarding education and professional training	Level of education, educational establishment(s) attended, date of attendance, speaking languages, certifications
Data relating to the application	Applicant's ID number, country of application, position and department applied for, availability in terms of hours, name of current and/or former employer(s), duration of current and/or former job(s), and possibly the scoring and ranking resulting from the review of the application (depending on the configuration of the recruitment process)
Data relating to the onboarding process	Identification documents, social security and tax information, education and professional certificates, bank account details, disability certificate, photograph
Platform use data	Platform activity logs.

Certain personal data listed herein must be provided on the Platform. Should you fail to provide them or provide insufficient data, you cannot use the Platform or certain of its features, as applicable. If that is the case, you will be duly informed that you are required to provide the data upon their collection, including through the display of a red star next to the relevant field.

Jerónimo Martins assumes that the data collected were inserted and/or authorized by the data subject, are true, updated, and accurate.

4. For what purposes and on what bases do we process your personal data?

Your personal data identified in Paragraph 3 of this Policy will be processed, as part of the use of the Platform and under applicable law, for the purposes and on the legal bases mentioned in the table attached as **Annex 1** to this document. In those cases where the processing of your personal data is based on the legitimate interests of JM or third parties, these are the interests in pursuing the purpose identified in Annex 1, except where such interests are specified therein.

As part of reviewing applications within the recruitment process, as indicated above, Applicants may be subject to automated individual decision-making, which may entail you not being selected for the job position or opportunity at issue. There are two moments in the recruitment process when decisions can be made solely on the basis of the automated processing of your personal data:

- (i) **Automatic exclusion** – through JM’s decision in a specific recruitment process upon submission of your application, Applicants may be asked to check whether they meet some of the conditions required to perform the job to which they are applying (e.g., be available to work during certain periods or hours). In this case, the answers on those fields will be reviewed in an automated way by the SAP SF platform without human intervention. If the system detects failure to fulfil one or more conditions for the validity of the application, the relevant Applicant will be automatically removed from the relevant recruitment process. In that case, the Applicant will receive an email informing him/her that the application was excluded, as a rule after 48 hours from submission of the application.
- (ii) **Ranking** – regardless of this prior automatic exclusion phase, Applicants might be ranked on the SAP SF, through a scoring automatically assigned by the software in accordance with objective weighing criteria that JM decides to assign to the different questions made upon submission of the application. This automatic ranking allows the human recruiter, in the event of a high volume of applications, to start reviewing Applicants ranked first, which makes it highly likely if not certain that lower-ranking Applicants will not be contacted by the human recruiter. To that extent, the latter will be subject to a non-selection decision made solely on the basis of the automated processing of the replies and ensuing ranking by the SAP SF system. In that case, the Applicant will receive an e-mail informing you that your application will not be considered in the next recruitment stages and is excluded from it.

For more information on your rights regarding the automated processing of your personal data, read Paragraph 6 of this Policy.

Only applicable in Poland- As part of the recruitment process, candidates may be asked to take tests or solve tasks (e.g. testing knowledge, analytical skills, language skills, predispositions). The basis for data processing is the legitimate interest in the efficient conduct of the recruitment process and proper assessment of the candidate's predispositions.

The recruitment test to be performed as part of the recruitment process will also be valid in other recruitment processes conducted by the company in which this tool will be used. It will not be necessary to take this test again if you participate in subsequent recruitment processes, unless your data has been previously deleted in the cases specified in point 5 of this Policy.

5. For how long do we store your personal data?

JM processes and stores personal data in strict compliance with applicable laws, according to the purposes for which such data are collected.

The data will therefore be stored and kept only for the adequate period and strictly as necessary for the purposes for which they were collected, except if (i) there is a specific legal requirement to store the data for a certain period, (ii) the data need to be stored for a longer period to uphold any rights and interests in a court or administrative offense proceedings, up to six months after the transit in *res judicata* of the relevant ruling, or (iii) the right to opposition, the right to erasure, or withdrawal of consent is exercised within the legal limits.

Notably and save for the exceptions listed above:

- Personal data processed for recruitment purposes will be stored for a maximum of one (1) year after the last interaction of the User with the Platform or after the completion of the selection and recruitment procedure, after which it will be anonymised. If the Applicant is hired, data collected as part of the process will be processed for human resource management and stored for the deadlines applicable to employee data;

- Platform access logs will be deleted automatically after one year;

To ensure compliance with the storage periods listed above, we have implemented the ‘Data Purge’ feature on the SAP SF system, which ensures the permanent and recurrent deletion of different types of personal data from this platform, based on the storage periods previously configured by JM.

In addition, the Applicant can, in his Platform Profile and at any time, withdraw from an application, delete the personal data, or eliminate the entire profile/register.

6. What are the data subjects’ rights?

Under applicable law, you may at any time and for free (except if the request is unfounded or excessive for being repetitive, for instance), exercise the rights listed below. You may do so in writing, through the Platform or through the contacts included in Section 10, below. You may also exercise some of your rights directly on the Platform, such as deleting your data from your profile/register as referred to in Section 5, above.

DATA SUBJECTS’ RIGHTS	
Right of access	Right to obtain confirmation as to which of your personal data are being processed, to request access to them, to obtain information about the processing, and a copy of the personal data being processed. In this case, JM reserves the right to charge a reasonable fee considering the administrative costs.
Right to rectification or update	The right to request the rectification or the update of your personal data that are inaccurate or has changed from the moment of its collection, or request that any incomplete personal data be completed.
Right to erasure	The right to obtain the erasure of your personal data, including any links, copies or reproductions of such data, in certain cases, including if your personal data is no longer necessary for the purpose for which they were collected or processed, or if you oppose their processing and there are no overriding legitimate interests to justify it, and provided that there are no valid bases for storing them (e.g. their storage is necessary to comply with a legal obligation to which JM is subject).
Right to restriction of processing	The right to request the restriction of personal data processing in certain cases, including if the processing is unlawful and you oppose the erasure of the data, by requesting the suspension of the processing or the restriction of the scope of the processing to certain data categories or processing purposes.
Right to portability (except in Colombia)	The right to receive the personal data provided to us in a commonly used and machine-readable format or to request the direct transmission of those data to another entity that becomes the new controller of your personal data, if your data are processed by automated means and is based on your consent or the performance of an agreement.
Right to opposition	The right to oppose at any time and for reasons in connection with your specific situation, the processing of your data based on the pursuit of the controller’s legitimate interests or compatibility of the initial processing with further processing, including profiling.
Rights regarding automated individual decision-making	<p>Within the context of automated individual decision-making in the recruitment process, you are entitled to:</p> <ul style="list-style-type: none"> • Obtain an explanation on why you were automatically excluded by the system, either in the beginning or later on in the process (after ranking), which you may request an explanation by sending a to the email address identified in the email with the exclusion decision.

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- Secure human intervention if you are automatically excluded by the system, by sending a message to the above-mentioned email address; and
 - Express your point of view and challenge the decision, by sending a message to the email address identified before.
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Right to withdraw consent

The right to withdraw your consent for the processing of data collected on the basis of your consent, e.g., photograph, through the above means, or, if you gave your consent on the Platform, you can withdraw it on the Platform, on the SAP SF Settings page. The withdrawal of your consent does not however affect any processing carried out until such date based on any consent previously provided.

However, to the extent necessary and only if permitted by applicable European and/or national legislation, your rights of access, rectification or update, restriction of processing and opposition listed above may be limited, if they are likely to render impossible or seriously impair the achievement of the processing purposes.

To ensure a reply to the exercise of your rights, Jerónimo Martins may request proof or information necessary for the Applicant's identification to the extent strictly necessary and proportional in the exercise of the specific right.

Subject to any other administrative or court appeal, the data subject is further entitled to submit a complaint to the proper supervisory authority pursuant to the law¹, should you consider that your data is not being lawfully processed by JM pursuant to the applicable law and this Policy.

7. When do we share data with third parties?

As part of the Platform and relevant features' availability and management, Jerónimo Martins engages third parties (mainly recruitment agencies or service providers), or other companies that make part of the Jerónimo Martins Group, who have access to and process the personal data of its Applicants under data processor agreements and according to JM's instructions for such purposes. These data processors perform services such as maintenance, support, management of logs and other platform use data, assistance to the back-office activity, preparation of operational reports and analyses, and some recruitment activities.

JM ensures that its data processors provide sufficient guarantees to implement appropriate technical and organizational measures, so that the processing of your personal data meets the requirements of applicable law and ensures the security and protection of the rights of its Applicants.

We can further transmit your data to other Jerónimo Martins Group entities, to increase your visibility by our recruitment teams, which we do subject to your consent provided when you chose the options *"Make my profile visible for current and future recruitment processes within Jerónimo Martins Companies Worldwide. In the case of European Economic Area (EEA) data subjects, this consent also includes the transfer of data outside the EEA"* or *"Make my profile visible for current and future recruitment processes within Jerónimo Martins Companies in my country of application"* when you register on the Platform. In addition, as part of the application to certain positions in the Jerónimo Martins Group, and regardless of the options listed above, we can also convey your data to Jerónimo Martins, SGPS, S.A., which will participate in the process to review whether you are adequate for the specific position. Finally, in the context of the reporting purpose, the company to which you are

¹ Such authorities would in principle be the *Comissão Nacional de Proteção de Dados* (CNPd) in Portugal, the *Urząd Ochrony Danych Osobowych* (UODO) in Poland and the *Delegatura para la Protección de Datos Personales de la Superintendencia de Industria y Comercio* in Colombia.

applying may communicate your data to the teams of Jerónimo Martins Group companies responsible for preparing the reports, who will process them solely for statistical purposes, as joint controllers.

If your registration on the Platform and/or the filing of your application for a position within the Jerónimo Martins Group were carried out as a result of the Employee Referral Program functionality made available to JM associates through the Platform, your identification and contact data will be visible to the JM associate who referred you, as better described in the table attached as **Annex 1** to this document.

Lastly, JM can also convey personal data of our Applicants to third-party entities, when such data communications are necessary or adequate (i) under applicable law, (ii) to comply with legal obligations or court orders, (iii) to reply to requests of public or government authorities, notably data protection supervisory authorities, or (iv) if you gave your consent.

8. In what circumstances do we transfer data to third countries?

Jerónimo Martins seeks to ensure that the processing of your personal data in **Portugal and in Poland** takes place entirely in the European Economic Area (“**EEA**”), which is why it chose to have the servers supporting the Platform located in the EEA.

However, exceptionally and where strictly necessary to ensure the maintenance and support of the Platform, we may transfer your personal data to third countries (not belonging to the European Union or the EEA) for which there is an adequacy decision of the European Commission, or subject to appropriate safeguards provided by law, including data protection Standard Contractual Clauses. In addition, as part of our exchange of information for the macro management of Jerónimo Martins Group’s human resources, we can further communicate your data to companies of the Group based in countries outside the EEA, such as Jeronimo Martins Colombia SAS (seated in Colombia) by adopting adequate safeguards.

When transferring data to third countries subject to adequate safeguards, JM will implement additional measures to ensure that the personal data enjoy a level of protection essentially equivalent to that existing in the European Union.

In **Colombia** we may transfer your data to third countries deemed by the Colombian supervisory authority to provide adequate levels of data protection, such as Portugal and Poland, or based on the adoption of adequate safeguards under the law, such as entering into international data transfer agreements with recipients and obtaining the necessary authorizations from the proper supervisory authority. The above reservations and conditions shall apply to the transfer of data to other countries.

You can request additional information regarding any transfer of your data to third countries, as well as the appropriate safeguards and supplementary measures adopted as part of such transfers, by means of a written request sent to the email address provided in Section 10, below.

9. What security measures are in place?

Jerónimo Martins endeavours to protect your personal data against accidental or unlawful destruction, loss, and alteration, as well as against unauthorized disclosure or access. For such purpose, we have in place a range of technical and organizational measures to ensure the security and confidentiality of the processing of the personal data carried out by JM and/or companies engaged by it, including:

- (i) Physical access control measures – unauthorized persons cannot gain access to facilities, buildings, or rooms where systems that process and/or use personal data are located;

- (ii) System access control measures – in order to avoid access to the data processing systems by unauthorized persons, several levels of access authorization are implemented, and access to the systems is always made through a unique user identifier (user ID). Additionally, the SAP SF network is protected by firewalls and updated antivirus software, and constant and periodic updates and patches of the security systems are also ensured;
- (iii) Data access control measures – persons with access to the data processing systems can only access the personal data for which their right of access has been configured on a need-to-know basis and pursuant to the information classification policy in place, and cannot read, copy, modify, or remove the data without a specific authorization to do so. Additionally, all personal data will be stored in secure Data Centres with strict surveillance, access control procedures, and frequently tested technological security measures.
- (iv) Data input control measures – it is possible to retrospectively review if and who accessed, modified, or removed data stored on the Platform’s data processing systems (log system);
- (v) Availability control measures – your personal data are protected against accidental or unauthorized destruction or loss through regular backup processes, uninterrupted power supply, and the adoption of disaster recovery and business continuity policies and procedures;
- (vi) Data separation control measures – personal data collected for different purposes and, when stored in the Cloud, from different organizations, are stored and processed separately, in such a way that only JM and its data processors have access to your personal data;
- (vii) Organizational security measures – the Applicants’ personal data are processed by its data processors strictly in accordance with JM’s instructions, and every employee, contractual partner, or service provider contributing to the availability and operation of the Platform are contractually bound to abide by the confidentiality of the information and the personal data they process as part of their duties.

We note, however, that the Applicant is responsible for ensuring that the device used to access the Platform is adequately protected against computer viruses, worms, spyware, ransomware or any other bad ware. Applicants should further be aware that if they fail to adopt adequate security measures (for example, secure configuration of the browser, updated antivirus software, the use of a firewall, the non-use of questionable software and not logging out after using the Platform), the risk of personal data and passwords being accessed by unauthorized third parties is increased.

Should any defect, bug or anomaly be detected on the Platform, Applicants must immediately communicate it to JM and not seek, through such defect, bug or anomaly, to access commercial information, personal data of other users, alter the characteristics of the Platform or, in any other way, exploit the defect, bug or anomaly to use the Platform in an irregular, unlawful manner or different to JM’s design.

10. How can you contact us?

Should you have any doubt or wish to obtain more information on how Jerónimo Martins processes your personal data, or should you wish to exercise the rights vested in you by applicable law as data subject and, particularly those mentioned in this Policy, you may contact:

- In Portugal, the DPO, at the email address: dpo.portugal@jeronimo-martins.com
- In Poland, the DPO, at the email address: dpo.polska@jeronimo-martins.com
- In Colombia, the Privacy department, at the email address: servicioalcliente@tiendasara.co

11. Changes to our Privacy Policy

JM reserves the right to at any time change or update this Privacy Policy. Any such changes shall be duly reflected and published on the Platform and/or communicated to the Applicants through the contacts provided.

28th June 2024

Annex 1- Purpose and legal basis

PURPOSE OF PROCESSING	DESCRIPTION	PERSONAL DATA PROCESSED	COUNTRY	LEGAL BASIS
SAP SF user registration	Creation of a profile on the Platform so that you can use its features (i.e., consultation of and application to available job positions or opportunities)	Name, email address, application country	Portugal	Contractual Obligation (T&C)
			Poland	Contractual Obligation (T&C)
			Colombia	Consent
Review of applications and selection of the Applicant(s) to be admitted	<p>Review of applications and selection of the Applicant(s) that will fill one or more specific positions.</p> <p>In certain recruitment processes, data may be processed through automated individual decision-making, including automated exclusion for failure to meet requirements, or ranking of the Applicants not reviewed by a human recruiter.</p>	Identification data, contact data, education and professional training related data, and application related data	Portugal	Pre-Contractual and Contractual Obligations (T&C)
			Poland	Pre-Contractual and Contractual Obligations (T&C) Legal Obligation
			Colombia	Consent
Communications with the Applicant	Communication between recruiters and the Applicants on a dedicated chat on the Platform, for instance, to invite them to apply for a position, schedule an interview, or to communicate whether they were selected or not.	Name and contact data	Portugal	Contractual Obligation (T&C) Legitimate interest ²
			Poland	Contractual Obligation (T&C) Legitimate interest ²

² Legitimate interest of JM in sending communications and/or notices unrelated to the job opening the Applicant applied for.

PURPOSE OF PROCESSING	DESCRIPTION	PERSONAL DATA PROCESSED	COUNTRY	LEGAL BASIS
and sending notices	Sending notices on the opening of new positions or other career opportunities if the Applicants have selected that option when they registered on the Platform		Colombia	Consent
Employee Referral Program	Employee referral Program made available through the Platform	Name and contact data	Portugal	Legitimate interest ³
			Poland	Legitimate interest ³
			Colombia	Consent
Compliance with legal obligations and proceedings and litigation management	Reply and report to legal orders, administrative requisitions, or information requests submitted by public authorities with own or delegated powers. Assert, exercise, or defend rights within the context of legal actions.	Data specified by the authority request	Portugal	Legal Obligation
			Poland	Legal Obligation
			Colombia	Consent
Onboarding process (refers to pre-contractual procedures relating to the employment or engagement of selected candidates)	Request and collection of additional information for selected candidates to ensure pre-contractual processes, employee card, HR management processes and visibility in the Platform (after de onboarding process)	Identification documents, social security number, fiscal number, address, bank account details, disability certificate and photograh	Portugal	Pre- Contractual Obligation Legal Obligation (disability certificate) (including for the purposes of article 9(2)(b) of the GDPR) Consent (photograph)
			Poland	Pre- Contractual Obligation Legal Obligation Consent (photograph)
			Colombia	Consent

³ Legitimate interest of both JM and the referrer associate in finding a suitable Applicant and receiving the referral bonus, respectively.

PURPOSE OF PROCESSING	DESCRIPTION	PERSONAL DATA PROCESSED	COUNTRY	LEGAL BASIS
Platform's availability and management	Availability and management of all Platform's features.	Platform use data	Portugal	Contractual Obligation (T&C) Legitimate Interest ⁴
	Password recovery		Poland	Contractual Obligation (T&C) Legitimate Interest ⁴
			Colombia	Consent
Information Security	Access, logs, and backups management.	Platform use data (including id, user, date and time of access, type of operation)	Portugal	Legitimate interest
	Management and resolution of security incidents.		Poland	Legitimate interest
			Colombia	Consent
Reporting	Production of statistical and aggregated reports about the recruitment and onboarding processes of the Jerónimo Martins Group both globally and locally	Education and professional training related data, application related data, and data relating to the onboarding process	Portugal	Compatibility of the further processing with the initial data collection purpose (based on pre-contractual or contractual obligations)
			Poland	Compatibility of the further processing with the initial data collection purpose (based on pre-contractual or contractual obligations)
			Colombia	Consent

⁴ Legitimate Interest of JM in ensuring the Platform's operation