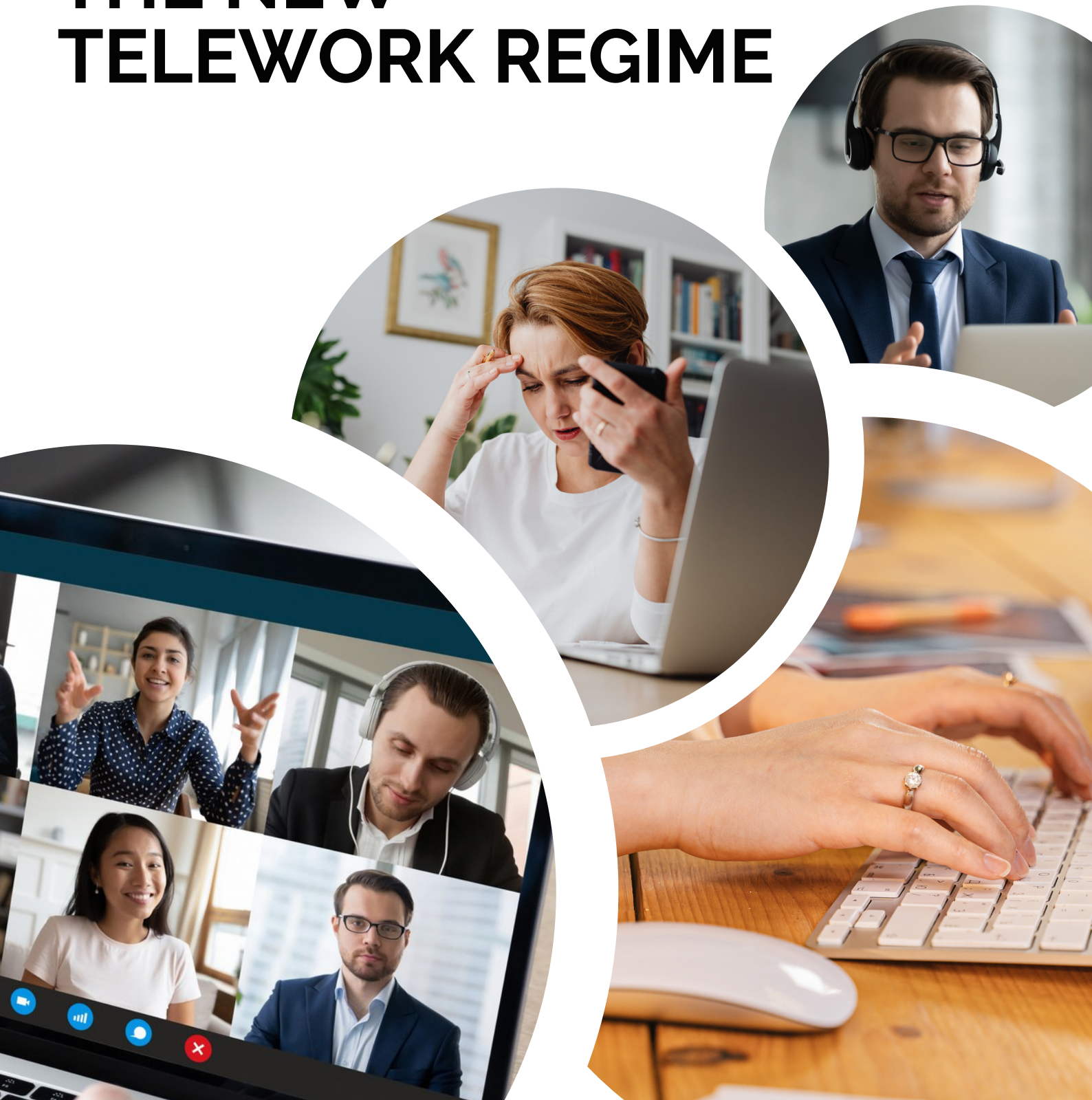


50 QUESTIONS & ANSWERS:

THE NEW TELEWORK REGIME



50 QUESTIONS & ANSWERS:

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1. What is the definition of telework?

Telework is the rendering of work under the regime of legal subordination of the worker to an employer, in a place not determined by the latter, through the use of information and communication technologies.

However, attention should be taken to new remote working realities (hybrid or atypical models) which previously did not constitute teleworking and which, in certain circumstances, may be considered to be covered by this new legal scenario.

2. Does the teleworking regime apply to "non-workers"?

Yes, there is currently a set of rules applicable to all situations of distance work without legal subordination, but under economic dependency.

For example, we can refer to (i) the responsibility for making available the equipment and systems necessary for the performance of the work and the worker-beneficiary interaction of the activity, (ii) compensation for additional expenses, (iii) the organization of work meetings, training actions and other situations requiring physical presence in the premises, (iii) the duty to abstain from contacts in rest periods, (iv) the protection of privacy and (v) occupational health and safety at work.

3. Who may be subjected to the teleworking regime?

The provision of teleworking may be carried out by a worker already admitted to the service of the employer or by a worker hired to carry out his duties on a teleworking regime, from the beginning of the employment relationship.

4. Can partial or hybrid telework schemes be established?

Yes, the telework regime may be partial, hybrid or alternating, in articulation with fixed periods, regular or interpolated in the company's premises and/or other locations determined by the employer.



5. Is it necessary to establish a teleworking agreement between the worker and the employer?

Yes, the provision of teleworking presupposes the conclusion of a written agreement between employer and worker.

In the case of an (already) employee of the undertaking, that agreement may consist of an addition to the employment contract (attached file or annex).

In the case of a worker hired to perform his duties under teleworking arrangements, the agreement shall appear in the employment contract itself.

Finally, in regard to specific situations where the right to telework is exercised, the agreement may be waived. However, we recommend that it be developed to regulate and adapt the work performance to the specific case as far as possible.

6. What should be included in the teleworking agreement?

The teleworking agreement should contain and define, inter alia:

- a) The identification, signatures and (permanent) legal address of the Contracting Parties;
- b) The location from which the employee commonly carries out his work, which ought to be considered his workplace;
- c) The normal daily and weekly work periods;
- d) The working hours;
- e) Contracted activity, as well the professional category related;
- f) The remuneration of the employee (including supplementary or ancillary benefits);
- g) The ownership of the work tools as well as the person responsible for their installation and maintenance;
- h) The regularity and the procedures to face-to-face contact, in order to reduce the isolation of the employee;
- i) The equipment and systems used in telework and their conditions of use beyond the needs of the service.

We recommend that the teleworking agreement may regulate other matters relating to the rights and duties of the parties during the provision of distance work.



7. Is a worker who is a victim of domestic violence entitled to telework?

Yes, a worker who is a victim of domestic violence is entitled to telework. For this purpose, (i) file a criminal complaint and (ii) leave the family home at the time when the telework takes effect.

8. Is a worker with a child up to 3 years of age entitled to telework?

Yes, a worker with a child up to 3 years of age is entitled to telework, provided that this scheme is compatible with the activity performed and the employer has the resources and means to do so.

9. Is a worker with a child up to 8 years of age entitled to telework?

Yes, a worker with a child up to 8 years of age is entitled to telework, unless the worker is inserted in a company with less than 10 employees.

This legal provision applies when both parents are able to pursue the activity on a teleworking basis, provided that it is exercised for both in successive periods of equal duration within a maximum reference period of 12 months. In other words, both parents cannot benefit from the teleworking provision at the same time.

It is also applicable to single-parent families or situations where only one parent has been proven to be able to work on a teleworking activity.

10. Is a worker with non-primary informal caregiver status entitled to telework?

Yes, a worker with a recognized non-principal informal caregiver status is entitled to telework, upon proof of the referred status, for a maximum period of four years in a row or interpolated.

It is, however, necessary for teleworking to be compatible with the professional activity performed and that the employer must dispose of resources and means to do so.



11. Can the employer refuse a worker's application for teleworking?

In the circumstances referred above, in questions 7, 8 and, 9, if all legal requirements are met, the employer cannot refuse the request for telework.

In the situation of informal non-primary caregiver (question 10 above), the employer may oppose on the basis of overriding requirements for the operation of the undertaking. To that end, the employer must, within 20 days of receipt of such application, communicate his decision to the worker in writing.

If the employer wishes to refuse the application, he/she must state the basis for the intention of refusal, and the worker may submit a written assessment within five days of receipt.

Within five days of the end of the period for assessment by the worker, the employer shall send the case for consideration by the Portuguese Commission for Equality at Work and Employment (CITE – Comissão para a Igualdade no Trabalho e Emprego), with a copy of the application, the plea of the intention to refuse it, and the assessment of the worker (opinion-decision).

CITE within 30 days, notifies the employer and the employee of its opinion-decision, which considers itself in favor of the employer's intention if it is not issued within that period.

If this opinion-decision of CITE is unfavorable, the employer may refuse the application only after a Court order acknowledges the existence of a justification.

12. Can the worker oppose a proposal for a teleworking agreement submitted by an employer?

Yes, the worker may oppose a proposal for a teleworking agreement submitted by the employer, without needing to justify the reasons.

13. Is it possible to dismiss a worker who does not accept the employer's proposal for a teleworking agreement?

No, that refusal does not itself constitute a just cause for dismissal or grounds for the application of any type of disciplinary sanction.



14. Should the provision of teleworking be communicated to the insurer for the purpose of updating the information on occupational accident insurance?

Yes, the employer must report to the insurer responsible for occupational accident insurance the changes to the way the activity is to be done, in particular the new place of work (e.g. the worker's domicile).

15. Can the worker change the place of work provided for in the teleworking agreement?

The place of telework may be changed by written agreement with the employer. In this case, the employer must update the information with the insurer in the context of occupational accident insurance (and further updates).

16. Can the employer define by internal regulation the activities and conditions of admissibility of telework, as well as other matters?

Yes, the employer may define, by publicized rules of procedure, in compliance with the General Data Protection Regulation (GDPR), adopted by Regulation of the European Parliament and the Council of 27 April 2016 (2016/679), the activities and conditions under which the adoption of telework may be admissible, as well as the equipment and systems used for teleworking and their conditions of use beyond the needs of the service.

The internal regulation and procedures may also be a means of implementing and adapting to the specific case of the rights and obligations of the parties, in particular those referred to in questions 29 to 38, *infra*.

17. Can teleworking be subjected to a certain duration?

Yes, telework can be set for a certain period or by undetermined duration.

The agreement with a specified duration may not exceed six months, automatically renewing for equal periods if neither party declares in writing, up to 15 days before its termination, that it does not intend to renew it.



The agreement of undetermined duration may cease at the will of each contracting party by written communication (unilateral), which shall take effect on the 60th day following that communication.

The question of whether these rules are fully applicable, in the case of a worker specifically hired to provide his activity on a teleworking basis, remains open for discussion.

18. Can the worker and the employer freely terminate the telework agreement under any circumstances?

Either party may terminate the telework agreement during the first 30 days of its implementation. After this period, the possibility of establishing other situations of termination of the agreement may be examined.

The question of whether these rules are fully applicable, in the case of a worker specifically hired to provide his activity on a teleworking basis, remains open for discussion.

19. What happens to the termination of the teleworking agreement?

With the termination of the teleworking agreement, the worker resumes his activity on a presential regime, maintaining the category, seniority and any other rights recognized to workers in person, with identical functions and duration of work.

The law has put an end to the distinction of regimes: (i) the original telework and (ii) supervening telework, treating both of them, apparently, in an undifferentiated manner. When the law which denounced the teleworking agreement is mentioned, the worker resumes the presential activity, doubts arise, however, as to whether this reference also applies to situations of originating telework since the legal framework refers only to telework (not distinguishing the different realities).

On the other hand, the concept of "resume", to which the legal framework alludes, suggests a logic of return and, therefore, its application would be restricted to the supervening teleworker since only this worker would have already provided his activity on a presential regime.

Doubts of interpretation regarding the extent of this rule remains, therefore, open for discussion.



20. Who is responsible for the allocation and availability of the working instruments?

The employer is responsible for making available all the equipment and systems necessary to carry out the work, towards the worker. The latter must be expressed in the telework agreement: if they are provided directly or purchased by the worker, with the agreement of the employer regarding its characteristics and prices.

21. Can the worker use his own working tools in teleworking?

Without prejudice to the previous response, regardless of whether it is presential work regime or a teleworking regime, the worker may use his own work instruments, provided that this is not expressly regulated by the employer and to the extent that it does not compromise the security of information, the protection of trade secrets, other relevant commercial information, or other legitimate rights or interests of the employer.

This possibility should be regulated in the telework agreement

22. Is the employer obliged to pay any compensation to the teleworker?

Yes, the employer is responsible for compensating the additional expenses that the teleworker has proven to support as a direct consequence of the acquisition or use of the computer equipment and systems necessary to carry out the work, including the additions of energy cost and the network installed in the workplace under speed conditions compatible with the service communication needs, as well as the maintenance costs of equipment and systems.

It is also a solution that raises fairly doubts in the case of a worker specifically hired to provide his activity on a teleworking basis.



23. What are considered additional expenses arising from telework?

The additional costs correspond to the acquisition of goods and or services which the worker did not have before the conclusion of the teleworking agreement, as well as those determined by comparison with the worker's annual expenditure in the same month of the previous year preceding the application of the teleworking agreement.

24. When should the compensation be paid by the employer?

The employer must pay the compensation immediately after the worker has made the costs.

25. Can a value be set to offset the additional expenditure?

Yes, under certain circumstances, a periodic value (monthly, semiannual, or annual) can be set to compensate for additional expenses, which ensures greater stability and certainty in the employment relationship and avoid unnecessary administrative burdens for workers and employers.

26. Is this compensation subject to IRS and Social Security contributions?

Compensation is considered for tax purposes as a cost to the employer and does not constitute income for the worker. In other words, it should be considered not subject to IRS or social security contributions.



27. How are the conditions for the use of equipment and systems allocated, while teleworking, defined when provided by the employer?

The employer shall define the terms and conditions for the use of the equipment provided to the worker, in particular the conditions for its use in addition to the needs of the provision of teleworking. This can operate through the employment contract itself for the original provision of teleworking, or in addition to the employment contract (v.g., an ancillary clause, annex, or addendum), or even throughout internal regulations (policies, guidelines, company rules of procedure).

28. Is it unlawful, and therefore apt for a disciplinary procedure, the use of work equipment beyond the needs of/for the provision of work?

In the absence of express rules on the professional use of work instruments, the use for private purposes does not in itself, and as a rule, constitute a disciplinary reason (infraction).

In this sense, it is important that the conditions of use of the equipment are regulated in the employment contract before the employment contract or in previous internal regulations.

29. Does the teleworker have the same rights and duties as presential workers?

Yes, the teleworker has the same rights and duties as the other employees of the company with the same category or with identical function.



30. What are the rights and obligations applicable to the teleworker?

The teleworker is entitled, inter alia, to training, career promotion, limits on the duration of work, rest periods, paid leave, protection of health and safety at work, reparation for accidents at work, occupational diseases, and access to information on the structures which represent workers.

Equal treatment includes the right to:

1. Receive, at least, the remuneration equivalent to that which would be received in person, with the same category and identical function;
- 2.; Participate personally in meetings held at the company's premises when called by the union and by inter-union committees or the workers' committee, under the terms of the law;
3. Integrate the number of employees of the company for all purposes related to structures of collective representation, being able to apply for these structures.

31. Can the employer prohibit the worker from using the work instruments he has provided for the exercise of his trade union rights?

No, the worker can use information and communication technologies affecting the provision of work to participate in meetings promoted in the workplace by collective representation structure of workers.

For its part, any structure of collective representation of workers may use these technologies to communicate with the worker on a teleworking regime in the exercise of their activity, in particular by disclosing information relating to the life of trade unions and the socio-professional interests of workers.

32. Should the organization of telework have increased limitations?

Yes. Distance work meetings, as well as tasks that, by their nature, must be carried out in precise times and in conjunction with other workers, should take place within working hours and be scheduled preferably 24 hours in advance.

The question remains as to what happens, for example, with the worker exempt from working hours or with a preventive regime.



33. Can the teleworker be obligated to go to the premises of the undertaking?

The teleworker is obliged to appear at the company's premises or in another place designated by the employer, for meetings, training and other situations requiring physical presence, for which he has been summoned at least (with) 24 hours in advance.

The question remains as to what happens, for example, with the worker exempt from working hours or with a preventive regime (on-call), as well as in situations of urgency or force-greater force.

34. Are the costs of the teleworker moving to the company borne by the employer?

The employer bears the cost of travel, so far as it eventually exceeds the normal cost of transport between the worker's domicile and the place where he would normally work on a face-to-face level.

However, several questions remain open, namely: (i) the time of payment; (ii) the possibility of including these costs in the amount referred to in question 25, supra stated; (iii) the effects of the regular payment of a transport allowance; and (iv) consequences of the worker's refusal to leave without paying this cost.

35. How are the employer's powers of direction and control exercised?

The powers of direction and control of the provision of work in telework are exercised preferably through the equipment, communication, and information systems for the pursuit of the worker's activity, according to procedures previously known by him and compatible with respect for his privacy as well as for the privacy of his family members.

It appears that the use of these equipment and systems for remote control of the provision of work is permitted towards some objective ends (e.g. recording of working hours or time registration).

However, it remains to be seen whether the employer, under his power of direction and discipline, can use these mechanisms to collect, for example, a record of search history or use tools such as Microsoft Office Delve to track-changes in worker documents (?).



36. Can the employer require a permanent connection to the worker?

No, the control of the provision of work must respect the principles of proportionality and transparency, and it is forbidden the imposition of permanent connection during the working day, by means of image or sound.

37. What are the employer's special obligations in relation to the teleworker?

The employer has the following special duties:

1. Inform the worker, when necessary, about the characteristics and mode of use of all devices, programs and systems adopted to remotely monitor his activity;
2. Refrain from contacting the worker during the rest period (see questions 46 and 46 below);
3. Make every effort to reduce the worker's isolation, promoting, at the frequency established in the telework agreement, or, in case of omission, with intervals not exceeding two months, face-to-face contacts with the managers and other workers;
4. Ensure or pay for maintenance and repair actions for equipment and systems used in telework, regardless of their ownership;
5. Consult the worker in writing before introducing changes in the equipment and systems used in the provision of work, in the assigned functions or in any characteristic of the contracted activity;
6. Provide the worker with the training that he lacks for the proper and productive use of the equipment and systems that will be used by the worker in telework.



38. What are the special obligations of the teleworker?

The worker has the following special obligations:

1. Inform the company in a timely manner of any malfunctions or malfunctions of the equipment and systems used in the provision of work;
2. Comply with the employer's instructions regarding the security of the information used or produced in the development of the contracted activity;
3. Respect and observe the restrictions and conditionings that the employer previously defines, with regard to the use for personal purposes of the equipment and work systems provided by the employer;
4. Observe the employer's guidelines on health and safety at work.

In addition to disciplinary liability, violations of these duties may involve civil liability in general terms.

39. Must the employer respect special rules regarding the privacy of the teleworker?

Yes, the teleworker is entitled to his privacy, to the fulfillment of his working hours, rest times with his family, and it is up to the employer to promote good working conditions, both from the physical and psychic point of view.

40. Can the employer visit the workplace of the teleworker?

When telework is performed at the worker's home, the visit to the workplace requires 24hour notice and agreement of the worker.

The visit to the worker's home should only have as its object the control of the work activity, as well as the work instruments, and can only be carried out in the presence of the worker during the working hours agreed in the telework agreement.

41. During the teleworker's workplace visit, can the employer collect images and videos?

In access to the worker's home, the actions integrated by the employer must be appropriate and proportionate to the objectives and purpose of the visit.



The employer may not capture and use image, sound, writing, browser/computer history, or the use of other means of control that may affect the worker's right to privacy.

42. Are there any activities whose telework cannot be applied?

Yes, it is not possible to telework in activities involving the use or contact with substance and materials hazardous to the health or physical integrity of the worker, unless carried out in facilities certified for this purpose.

43. Does the employer maintain his responsibilities in terms of health and safety at work?

The employer shall organize, in a specific and appropriate way, with respect to the privacy of the worker, the means necessary to fulfil his responsibilities in the field of health and safety at work, in particular with regard to minimum safety and health requirements relating to work with equipment which have screens and displays.

To this end, the employer must promote the performance of health examinations at work before the implementation of telework and, subsequently, annual examinations to assess the physical and mental fitness of the worker for the exercise of the activity, the repercussion of his activity and the conditions in which it is provided in his health, as well as preventive measures that prove appropriate.

44. Is the teleworker obliged to provide access to his workplace?

Yes, the worker must provide access to the place where he provides work to the professionals designated by the employer who are responsible for the assessment and control of safety and health conditions at work.

This access must take place in a previously agreed period, in-between 9 and 19 hours, within working hours.



45. For the purposes of accidents at work and occupational diseases, what is the place and time of telework?

The legal framework of compensation for accidents at work and occupational diseases applies to telecommuting situations, with the place of work being considered the place that was chosen by the employee to habitually carry out his activity. And the working time, being all the time during which, it can be proven, he is performing his work for the employer.

However, in the event of a one-off change in the workplace (e.g., going to work a few days/weeks for a holiday home, a coffee-shop or a coworking space) questions arise which should be assessed according to the circumstances of the case. However, since the employer is not aware of this one-off change, can it be considered that there is an accident at work?

Without prejudice to the fixing of the workplace, it is also necessary to reflect on working time and the setting of working hours, particularly how it is compatible with the exemption schemes for working hours and supplementary work in this teleworking scheme. How can it be established that the teleworker is providing his activity to his employer at the time of the accident at work?

46. Regardless of the teleworking regime, should the employer refrain from contacting the teleworker outside of his working hours?

The employer must refrain from contacting the worker during the rest period, except in situations of force majeure.

However, it should be taken into account that the new right to disconnect and refrain contact does not have the effect of limiting or eliminating existing contractual or regulatory situations or to be constituted (exemption from working hours, overtime work, work on-call, among others), in which employees have the obligation to remain available, outside the workplace and working hours, to be contacted for situations in which this is deemed necessary.

On the other hand, the legislator did not expressly use the notion of working hours to delimit the duty to refrain, having delimited this duty to rest periods, namely rest breaks, daily and weekly rests.



47. Can the worker be discriminated against for exercising the right to his rest period?

No. Any less favorable treatment given to the worker, in particular with regards to working conditions and career progression, on the basis of exercising the right to rest, is regarded as a discriminatory action of the employer in relation to the worker.

48. Is there currently an obligation to provide teleworking in the light of covid-19 sickness containment measures?

Some doubts remain regarding the applicability of the recommendation and/or obligation of/to telework, given the imprecise legislative technique adopted in legal framework recently issued by the Government.

Nonetheless, from our perspective, the provision of teleworking was recommended from 1.12.2021 until, at least, at the end of 20.3.2022 (the date of validity of the resolution which declared the current Calamity State in the context of covid-19), and in-between 25.12.2021 to 9.1.2022, it is mandatory, whenever the functions in question allow it, and the worker is able to perform them without the need for written agreement.

In some scenarios, teleworking is mandatory throughout the period of recommendation, i.e. from 1.12.2021 until at least 20.3.2022, as it follows: (i) for the worker, who under medical certification, is covered by the exceptional regime of protection of persons with immunosuppression conditions, (ii) for workers with disabilities, with a degree of disability equal to 60 %, and for the (iii) worker who has a dependent child or other dependents, regardless of age, with disabilities or chronic illness, who is considered an at-risk patient and who is unable to attend school and training activities in person in a group or class context.



49. Are there any additional measures to the telework regime under the current situation?

In effect from 1.12.2021 until, at least, 20.3.2022, in workplaces with 50 or more employees, the employer must arrange de-phased (if possible disjointed and organised) entrances and exit times to and from workplaces, ensuring minimum thirty-minute intervals up to a limit of one hour between groups of employees.

The employer may thus change working hours up to a maximum of one hour, subject to prior consultation of the workers involved, unless such change causes serious prejudice to the worker.

This communication of change of working hours must be carried out for a period of one week and must be communicated 5 days in advance.

This measure may not be applied to pregnant, postpartum, or lactating workers, and also minors, workers with reduced working capacity, with disabilities or chronic illness and workers with dependents under 12 years of age, or, regardless of age, with disability or chronic illness.

50. Is it mandatory to ensure social distancing?

Yes, measures of physical distancing and protection of workers are adopted, in particular:

1. Promoting the establishment of stable work teams, so that contact between workers occurs only between workers of the same team or department;
2. Alternation of rest breaks, including for meals, between teams or departments, in order to safeguard social distance between workers;
3. Use of appropriate personal protective equipment in situations where physical distancing is manifestly impractical due to the nature of the activity.



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