

Annex
Action Plan

I. Company's Support for a Personal, Free, and Secret Vote

Based on public reports, the Company is aware that SNITIS¹ has filed a claim for ownership of the collective bargaining agreement ("Titularidad Process") with respect to the labor relationships of the Company's union-eligible employees in its facilities in Matamoros. Consistent with its commitment to employees lawfully exercising their rights of freedom of association and collective bargaining, the Company stands ready to support a personal, free, and secret vote by the employees.

- a. Tridonex will support the right of its workers to determine their union representation without coercion. If and when a Conciliation and Arbitration Board, or any other Mexican government entity, directs a vote to occur regarding ownership of the Tridonex collective bargaining agreement (CBA), Tridonex will support the personal, free, and secret vote of its workers.
- b. Tridonex will welcome to the facility any inspectors that the Government of Mexico's Secretaría del Trabajo y Previsión Social (STPS) sends to the facility. Tridonex will fully cooperate with inspectors, including by permitting them to interview workers on facility premises during work hours, as the inspectors deem appropriate. In compliance with applicable law, Tridonex will also welcome to the facility any observers sent from other Mexican government entities, as well as any independent observers designated by mutual agreement between the governments of Mexico and the United States government. Tridonex will fully cooperate with the observers, including by permitting them to interview workers about matters related to the titularidad process on facility premises during work hours as the observers deem appropriate. Observers will endeavor to avoid disruption to Tridonex's operations when conducting their activities and will follow applicable safety rules.
- c. Should the Government of Mexico believe government-provided security is necessary in connection with the vote process, Tridonex will fully cooperate with the Government of Mexico's efforts to keep the vote safe, including by welcoming to the facility all security personnel designated by the Government of Mexico.
- d. Tridonex will be neutral in any such election. Tridonex will disseminate, by physical and electronic means, to workers, as well as post in the most visible areas of the workplace, a declaration of neutrality highlighting its respect for the majority decision. The declaration will prominently include a guarantee from the company that it will not retaliate against any workers for exercising their rights, as well as a statement that Tridonex has a zero-tolerance policy for any reprisals in connection with the vote and for any intimidation by Tridonex employees.

¹ Sindicato Nacional Independiente de Trabajadores de Industrias y Servicios "Movimiento 20/32.

Tridonex will not require, nor coerce, any employee to attend any meeting connected to the vote, and will take such actions are within its control to prevent employees from being so required or coerced by others. Tridonex will report to STPS any unlawful activity related to the vote process of which the company becomes aware, regardless of who may have been responsible.

- e. In light of the *Titularidad* Process, Company agrees that it will appoint a team of HR and legal representatives that will be available to meet with SNITIS representatives to discuss their concerns at a time and in a manner mutually agreed upon by the Company and SNITIS.

II. Additional Steps to Ensure Respect for Workers' Rights of Collective Bargaining and Freedom of Association

- a. Tridonex will provide all of its union-eligible workers, as well as its management and human resource (HR) employees, a printed copy of the CBA. All new hires will also receive a printed copy of the CBA on their first day of employment.
- b. Tridonex will provide printed copies of revisions to the CBA, including salary tables, within 15 days of deposit at the applicable entity.
- c. Tridonex will disseminate to workers, by electronic and physical means, as well as in prominent and visible areas of the workplace, a statement indicating that Tridonex supports the rights of workers to freedom of association and collective bargaining. It will specifically state that Tridonex will not retaliate against or discriminate against workers based upon their union preference or based upon whether workers are affiliated with the incumbent union or any other union. Tridonex will abide by this statement. Tridonex acknowledges that requiring a request from the union or a union official or requiring union documentation to receive any benefit to which a worker would be otherwise entitled under the CBA constitutes discrimination.
- d. Tridonex will supplement its existing HR function with either a new individual experienced in labor relations and/or outside consultant, as determined by Tridonex in its reasonable discretion. The individual or consultant will have a strong background in workers' rights in the workplace and be knowledgeable of Mexico's new labor reforms. Tridonex will make all efforts to hire a qualified candidate or consultant before the end of 2021. The new personnel or consultant will conduct a thorough review of labor relations practices at the facility.
- e. Tridonex will establish a revised procedure for future staff reductions that includes the application of objective criteria that does not discriminate against workers based on their union affiliation, activities, or views. Tridonex will update its corporate policies to prohibit consideration of activities related to the exercise of freedom of association in connection with any termination-related decision.
- f. Tridonex will train its management and HR employees regarding its revised workforce-reduction procedures and applicable Mexican laws.

- g. Tridonex will permit STPS to provide training at Tridonex's facility and on work hours to all workers on the rights of collective bargaining and freedom of association, and will assist STPS, as requested by STPS, in the dissemination of materials and messages to workers on their rights under the reformed Federal Labor Law.
- h. Tridonex will provide training to all workers on the rights of collective bargaining and freedom of association, including on rights provided under Mexico's recent labor reforms. Tridonex will conduct this training on a regular basis going forward. In these trainings, Tridonex will use STPS-created training materials and trainers approved by STPS.
- i. Tridonex will maintain and promote awareness of a hotline and an anonymous and confidential email, managed by an external provider, for workers to report violations of their rights. Complaints will be investigated, and Tridonex will ensure that workers who use the hotline and email will not be subject to retaliation. Tridonex will report to STPS all unlawful activity of which the company becomes aware that is related to collective bargaining rights, regardless of who may have been responsible.

III. Company Commitments regarding Certain Employees Lawfully Terminated prior to the Entry into Force of the USMCA

For the 154 individuals included on the list in Appendix A (the "Listed Employees") as well as for those individuals with active claims for reinstatement to Tridonex pending with the Local Conciliation and Arbitration Board in Matamoros, Tamaulipas as of August 8, 2021 (the "Active Labor Claim Population") and, together with the Listed Employees, the "Former Employees"), Tridonex, without admitting fault or liability, will take the following steps:

- a. Full Severance. Subject to the provisions of this Section III(a), Tridonex agrees to offer a Full Severance to the Former Employees. "Full Severance" is calculated for each individual as follows: (i) three months of aggregate salary, (ii) 20 days of aggregate salary per year of service, (iii) seniority premium of 12 days of salary per year of service (capped at two times the minimum wage), plus (iv) accrued salaries and benefits up to the date of termination. Any Former Employee who was already paid their Full Severance will not receive an additional payment. Any Former Employee who was paid a *finiquito* (i.e. accrued benefits and salaries up to the date of the termination of their labor relationship) will be paid only the difference between the *finiquito* payment and their Full Severance, if any. Any Former Employee who was already paid their *finiquito* (as defined above) and/or the seniority premium described in section III(a)(iii), will be paid only the difference between such payment and their Full Severance, if any.
- b. Back Pay. In addition, Tridonex agrees to offer six (6) months of back pay to each of the Former Employees (each, a "Back Pay Award").

- c. Release and Dismissal of Claims. Former Employees may be asked to waive any claim for past wrongful termination from Tridonex as a condition of receipt of the Back Pay Award and Full Severance. Tridonex will provide the Office of the U.S. Trade Representative (USTR) in advance with a copy of any waiver that a Former Employee is asked to sign. Individuals in the Active Labor Claim population may also be asked to withdraw their pending reinstatement claim from the Local Conciliation and Arbitration Board.
- d. Payments. Subject to Section III(c), Tridonex will issue the Full Severance and Back Pay Award payments to the Former Employees, as provided herein, no later than September 8, 2021. By August 16, 2021, Tridonex will notify each Former Employee by mail (at the last address on record with the Company) of their eligibility to receive the Back Pay and Full Severance Awards. Tridonex will follow-up each of these mailings with a phone call (to the last phone number on record with the Company) in an effort to ensure each Former Employee is aware of the Back Pay Award. The amount of the Full Severance and Back Pay award for each Listed Employee appears in Appendix A.
- e. Written Confirmation. Tridonex will obtain written confirmation of each payment, including the amount and recipient name, either through signed documents or bank transfer statements, which will be submitted to the Office of the U.S. Trade Representative when all payments have been disbursed.

Tridonex will ensure that a Former Employee's receipt of payment through this process will not be a consideration in future applications for employment at Tridonex.

IV. COVID-19 Procedures and Protocols

- a. Tridonex recognizes and appreciates workers' concerns surrounding the COVID-19 pandemic, and is committed to continuing its existing efforts to keep workers and the workplace safe. Accordingly, for the duration of the COVID-19 pandemic and subject to the updated guidance and recommendations from the federal and local Ministries of Health and the STPS:
 - Tridonex will continue to provide its workers with transportation to vaccine clinics and with paid time off for vaccination. Tridonex may discontinue this practice once its workforce is over 70% fully vaccinated. Tridonex will continue to screen employees for symptoms consistent with COVID-19.
 - Tridonex will continue, at company expense, to test employees who have symptoms consistent with COVID-19 and those who are coming back from vacation or sick leave. Tridonex will ensure that it imposes by

contract or otherwise directs its testing providers to report positive test results to all relevant government authorities.

- Tridonex will continue to pay vulnerable workers' salaries during the period they are not permitted by law (including as set forth in Mexico's color-coded Covid-19 mechanism) to work at the facility due to their vulnerable status.
 - Once paid leave issued by the Mexican Institute of Social Security expires, Tridonex will continue to pay COVID-19-positive workers their full salary until they test negative.
 - Tridonex will continue to provide employees, at no cost, with masks and other personal protective equipment to prevent the spread of COVID-19 amongst workers.
 - When a Tridonex worker tests positive for COVID-19, Tridonex will notify and arrange testing of all other workers who had workplace exposure to the Covid-positive worker.
- b. Tridonex will not ask any worker to acknowledge or accept legal responsibility for any COVID-19 infection, illness, or exposure, whether of the worker or of another person. This provision shall not prevent the company from taking steps to address willful misconduct or intentional exposure.
- c. In addition, Tridonex will consult with an epidemiologist to obtain recommendations regarding the company's existing COVID-19 protocols, including with respect to the company's work space and work processes. Tridonex will consult with STPS and USTR when selecting the epidemiologist and will retain an epidemiologist acceptable to both. Tridonex will endeavor to follow any recommendations set forth by the epidemiologist. The epidemiologist will be instructed to comply with any requests for information from USTR or STPS regarding the epidemiologist's recommendations and the extent or manner of Tridonex's implementation of them.

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