



Tri Marine Ethical Sourcing Policy

PURPOSE

Tri Marine aims to provide customers with safe, high quality, sustainable tuna products while protecting employee safety and welfare. Our commitment to the health and well-being of our own employees extends to the lives of all workers within our supply chains. The goal of our Ethical Sourcing Policy is to protect human rights and promote responsible social practices throughout our entire business.

POLICY

This policy establishes and maintains standards for protecting human rights and promoting social responsibility. The policy is consistent with the [Seafood Task Force \(STF\) Code of Conduct and Vessel Auditable Standards](#) and applies to both Tri Marine companies and all Tri Marine suppliers. The intention is to provide Tri Marine, its business affiliates, and customers with a high level of confidence that human and labour rights violations such as forced labor or human trafficking of any kind are not occurring at any point during the capture, trade, production, or distribution of its products.

Child Labor

The use of child labor is strictly prohibited. The term “child” refers to any person under the age of 15, or under the age of completing compulsory education in the person’s country of citizenship , or under the minimum age of employment in the country, whichever is higher.

To address potential circumstances of child labor, the employer, and suppliers, subcontractors or agents acting on its behalf have a child labor remediation policy and procedure, promoting the protection of the potential child workers.

Sea-Based Work: No person shall be employed under the age of 18 for sea-based work or as required by law, whichever is higher.

Forced Labor

Forced, bonded (including debt bondage) or indentured labor, prison labor, slavery or trafficking of persons is prohibited. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction, or fraud for labor or services. All work must be voluntary and workers shall have the freedom to terminate their employment at any time without penalty, in line with prevailing laws and regulations.

Sea-Based Work: Freedom to terminate their contract is exercised at the next regularly scheduled port visit.

Employment Contracts

Written contracts of employment shall be provided to workers in a language understood by them, clearly indicating their rights and responsibilities and conditions of employment, including wages, benefits, working hours, locations of the work, living conditions, housing and associated costs, work-related hazards, and other working and employment conditions.

Workers shall be provided with a copy of the signed employment contract prior to deployment. Workers with difficulty understanding the written contract shall be given a verbal explanation of the contract's terms and conditions.

The use of supplemental agreements and the practice of contract substitution or use of supplemental agreements by the employer to replace an original contract or any of its provisions with a new contract or terms that are less favorable to the worker is strictly prohibited.

The required notice period for workers to terminate their contracts shall not exceed what the law requires or one month if there no local law applies.

Workers shall not be penalized for termination of their employment contract upon giving the required notice.

Freedom of Movement and Personal Freedom

Workers shall have unrestricted access to basic necessities such as clean drinking water and toilets during both work and non-work hours at the work site or in employer-provided or -arranged housing.

Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or in premises such as, but not limited to, employer- or recruiter-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.

Mandatory residence in employer-provided or -arranged facilities shall not be made a condition of employment, unless required by law.

Retention of Personal Documents

All workers must retain full and complete control over their original copies of their personal documents.

Confiscating, destroying, withholding or otherwise denying workers' access to their identity or immigration documents, including work permits and travel documentation (e.g. passports), is strictly prohibited.

Sea-Based Work: In cases where personal documents are given to boat captains for safekeeping during sea-based work, workers must receive their documents once docked, or at any time requested.

Recruitment Fees

Workers shall not be required to pay recruitment and hiring-related fees to employers, agents or labor broker outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand.

Humane Treatment

Every worker shall be treated with respect and dignity. No worker shall be subject to any physical, sexual, psychological or verbal harassment, abuse, violence, or intimidation. Any disciplinary action exceeding legal restrictions such as imposing work, illegal fines, wage deductions and reductions in benefits as means of disciplinary action are strictly prohibited.

Workplace Equality

All workers, irrespective of their nationality, legal status, or other personal characteristic, shall be treated fairly and equally. Migrant workers shall benefit from conditions of work no less or more favorable than those available to country nationals, including but not limited to wages, benefits, and accommodations.

Freedom of Association

The employer respects the rights of workers to associate and bargain collectively and enables workers to exercise their rights in accordance with applicable law. The employer facilitates alternative means of independent and free association and bargaining for all such workers such as worker representatives and worker welfare committees, even in cases where the right to associate and collectively bargain are restricted by law.

Grievance Procedure

An effective, confidential grievance process shall be established that provide a means by which any worker, acting individually or with other workers, can submit a grievance without suffering prejudice or retaliation of any kind.

The grievance procedure shall include a non-retaliatory appeals process for workers who disagree with how a grievance is resolved.

Wages and Benefits

All workers shall be paid at least the minimum wage required by applicable laws and shall be provided all legally mandated benefits. In the absence of a legal minimum wage, workers are paid at least the industry prevailing wage.

Wage payments shall be made at regular intervals, but not less than once a month, and directly to workers, in accordance with applicable law and shall not be delayed, deferred, or withheld.

At time of payment, workers shall receive a wage statement or pay slip.

Only deductions, advances, and loans authorized by applicable law are permitted and, if made or provided, shall only be taken with the full consent and understanding of workers. Information shall be provided to workers in a language they understand about hours worked, rates of pay, and the calculation of legal deductions and must be written into their employment contract or agreement.

All workers must retain full and complete control over their earnings. Wage deductions must not be used to keep workers tied to the employer or to their jobs. Workers shall not be held in debt bondage

or forced to work in order to pay off a debt.

Deception in wage commitments, payment, advances, and loans is prohibited.

The freedom of workers to dispose of their wages as they choose is not limited in any way.

Working Hours

Workers shall not be required to work in excess of the number of hours permitted by applicable law and/or collective agreements, whichever affords the greater level of protection for workers.

For land-based work: Workers shall be provided with weekly rest as required by law. Where the law is silent, normal working hours shall not exceed eight per day and 48 per week, total working hours including overtime shall not exceed 60, and one day of rest per seven-day work period shall be provided.

All overtime shall be voluntary. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet production quotas.

Worker Awareness and Training

Workers must be made aware of their rights and responsibilities at the time of hire, including the terms and conditions of their employment contract, the provisions of this Code and all applicable laws and regulations of their home country, the country where the work is performed, and of any country and jurisdiction contracting the work.

Workers must be trained upon arrival in the receiving country on the employer's workplace rules and procedures, the grievance process, the housing arrangements (if provided or arranged by the employer), and the conditions of work, including any health and safety hazards and the precautions needed to protect personal safety.

Private Employment Agencies & Recruiters

Employers shall hire workers directly whenever possible. When the subcontracting of recruitment and hiring is necessary, employers shall ensure that the labor agencies they engage operate legally, are certified or licensed by the competent authority in their country of operation, do not charge the worker illegal recruitment fees, use only workers trained on the Code and legal rights, and do not engage in fraudulent recruitment practices that make workers vulnerable to labor exploitation and abuse.

Health and Safety

Employers shall provide workers with safe and hygienic working and living environments in accordance with prevailing industry standards, paying special attention to prevention of accidents and incidences, management of identified hazards, fire safety, emergency procedures, worker training, first aid and access to medical services, personal protective equipment, equipment and electrical safety, noise, lighting and ventilation, sanitation, access to clean drinking water and food preparation hygiene.

The standard is available at: <https://www.seafoodtaskforce.global/>

AUDITING AND CORRECTIVE ACTIONS

All Tri Marine companies and suppliers are expected to adhere to this policy by providing written acknowledgment, conducting self-assessments, and voluntarily undergoing third-party auditing when requested.

Processors and administrative offices are expected to follow the policy outlined above, with audit guidelines that will vary depending on the end customer.

Fishing vessel owners and operators are expected to follow the policy outlined above, with audit guidelines consistent with the [STF Vessel Auditable Standards](#) that are designed to enforce the policy.

In the event of audit(s), suppliers shall provide onsite access to working areas, including fishing vessels or production facilities, and make available to Tri Marine any employment, health and safety, or other related documents that may be requested. Suppliers shall also provide the opportunity for employee interviews. Results of any audits will be confidential and shared with suppliers for comment. A remediation period will be established for any corrective actions set forth as a result of an audit or investigation.

CONTRACT AND PENALTIES

The Tri Marine Ethical Sourcing Policy is referenced in its Confirmations of Purchase and is incorporated into every purchase contract. If repeated non-compliance or failure to address corrective actions in a timely manner occurs with any internal or external supplier, Tri Marine will suspend sourcing from that supplier. In addition, if legal and/or financial consequences arise from proven cases of non-compliance or false reporting, suppliers will be held liable.

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