



OUR PROVIDERS' ETHICAL AND SOCIAL CHARTER

Approved in Chapela (Redondela - Pontevedra - Spain), on 23rd March 2017

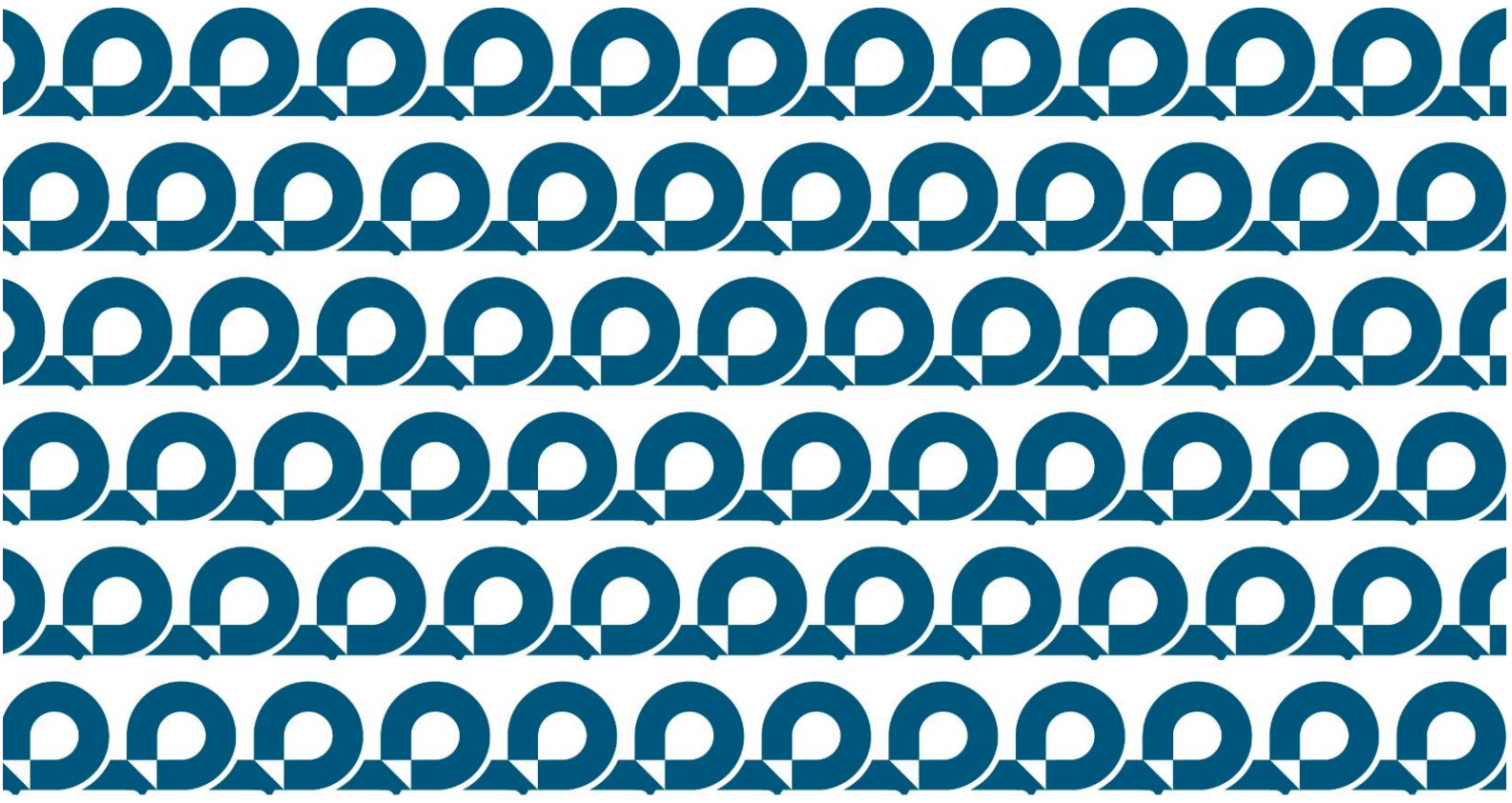


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CHAPTER I. PREAMBLE

Article 1. Object

Our Providers' Ethical and Social Charter contains the set of **professional practice principles and conduct of business rules** that, in accordance with the provisions of **Our Code of Ethics** and our **Corporate Procurement Policy**, the Nueva Pescanova Group demands from all those providing it with goods, products, raw materials or services.

Article 2. Scope of application

1. Our Providers' Ethical and Social Charter is applicable to all **Providers, Suppliers** or **Temporary Employment Agencies** (natural or legal persons regardless of their nationality) that are, or intend to be, hired by a company belonging to the Nueva Pescanova Group anywhere in the world.
2. Similarly, Our Providers' Ethical and Social Charter is applicable to companies and/or professionals that are also hired by a Provider to render services or provide supplies to the Nueva Pescanova Group (**Subcontractors**).
3. All individuals bound by Our Providers' Ethical and Social Charter shall indistinctively referred to as "Provider" or "Providers".

Article 3. Acceptance by Providers and Subcontractors

1. The Nueva Pescanova Group shall not hire any Provider that does not accept Our Providers' Ethical and Social Charter. This acceptance, which shall be effective prior to the contracting, shall be documented upon signing the **Responsible Statement** attached to this document and marked as **ANNEX**. However, Providers that are public-law bodies (or companies or other legal persons controlled or owned in their majority by such public-law bodies), financial institutions and listed companies whose securities are admitted to trading on a regulated market, **are exempt** from signing the aforementioned **Responsible Statement**.
2. The Providers, by being hired by the Nueva Pescanova Group, **undertake to inform their employees, collaborators and subcontractors** (to the extent in which they are providing services or dispatching supplies to the Nueva Pescanova Group) about the **contents and binding nature of Our Providers' Ethical and Social Charter**, as well as to oblige its Subcontractors to inform their employees and collaborators. The Nueva Pescanova Group may at any time require their suppliers to show evidence of their compliance with said obligations.

Article 4. Compliance verification

1. The Providers agree to the execution of **testing activities** to verify the proper compliance with Our Providers' Ethical and Social Charter. To this end, Providers authorize the Nueva Pescanova Group and/or third parties designated by it to carry out the necessary verifications, providing the means and access to the premises, as well as the necessary documentation to ensure the verification of compliance with this document.
2. **Failure to comply** with Our Providers' Ethical and Social Charter **by the Provider** may entail, according to the severity of the breach and to other circumstances, **immediate and early termination of the contractual relationship** with the Nueva Pescanova Group, without prejudice to any other measures that could correspond to the Nueva Pescanova Group to duly defend its legitimate interests.

CHAPTER II. THE TEN PILLARS OF OUR PROVIDERS' ETHICAL AND SOCIAL CHARTER

Article 5. Commitment to the internationally recognized basic human and labor rights

1. The Providers of the Nueva Pescanova Group must **treat their employees and collaborators fairly**, always observing the applicable wage laws, including minimum wage, overtime and social benefits.
2. The Providers of the Nueva Pescanova Group will not allow in their organization any form of harassment, abuse of authority or intimidation, humiliation or offensive treatment to the **personal rights of their employees and collaborators**.
3. The Providers of the Nueva Pescanova Group will not allow in their organization any form of **forced or bonded labor**, which is understood as that required from a person in a servitude situation or under threat, coercion, extortion or physical or psychological violence.
4. The Providers of the Nueva Pescanova Group shall not, under any circumstances, employ **child labor**, which is understood as those not reaching the minimum age for employment as defined under the applicable national laws, in accordance with internationally accepted standards, and in no case shall employees be under the compulsory school leaving age according to the applicable national legislation.
5. The Providers of the Nueva Pescanova Group shall respect the **rights of association in trade unions, strike and collective bargaining** of its employees and collaborators, subject to the rules applicable in each case, as well as the rights of **ethnic minorities and indigenous people** in the places where they develop their activity.
6. The Providers of the Nueva Pescanova Group shall not impose on their employees and collaborators any **working or social security conditions** that are contrary to the legal provisions, the collective agreements or the individual contract; or employ foreign people without a **working permit**; or engage in any practice related to the **illegal trafficking of labor** or **immigration fraud**.
7. The Providers of the Nueva Pescanova Group shall promote **equal employment opportunities** for men and women and reject any form of **discrimination**. The Nueva Pescanova Group understands discrimination as any type of distinction, exclusion or preference made with a reasoning based on racism, anti-Semitic or other related ideologies, religion or belief, family status, ethnicity, race or nation, national origin, sexual orientation or identity, gender, illness or disability.
8. The Providers of the Nueva Pescanova Group, complying with the applicable laws and local practices, shall foster the **reconciliation of work and family life** of its employees and collaborators.
9. The Providers of the Nueva Pescanova Group shall guarantee to their employees and collaborators a **safe working environment**, always complying with the safety, health and hygiene requirements provided under the applicable **legislation on prevention of occupational risks**, according to internationally accepted standards.
10. The Providers of the Nueva Pescanova Group shall not allow in their organizations actions, behaviors or practices that involve the trespass or infringement of the rights to **secretary of communications**, to **private and personal privacy** and to the **protection of the personal data** of its employees and collaborators.

Article 6. Exemplary compliance with the law

1. The Providers of the Nueva Pescanova Group shall be exemplary in their **compliance with the applicable legal provisions**, especially regarding the legality of criminal and administrative law.
2. The Nueva Pescanova Group will not enter into a contract with Providers who have been **sentenced by final judgment for committing crimes** of terrorism, creation or involvement in a criminal organization or

group, unlawful association, human trafficking, illegal trafficking of human organs, related to prostitution and sexual exploitation and corruption of minors, misappropriation, fraud, false advertising, documentary forgery and false accounting, corruption in the public or private sector, money laundering and financing of terrorism, illegal trafficking of labor, immigration fraud, against public health, promoting or inciting hate, hostility, discrimination or violence against other people, or special disqualification for the exercise of a profession, trade, industry or commerce. This prohibition shall be extended to the Providers who, being legal persons, are held criminally responsible for any of these offenses, and to those directors or legal representatives with a valid position or representation until their resignation who are in this situation.

3. The Nueva Pescanova Group shall not enter into a contract with Providers that are not **up to date in fulfilling their tax and social security obligations**. However, it will be considered that they are up to date if the tax or social security debts are deferred, fractioned or suspended for having challenged them before the competent administrative authority.
4. In order to prove the provisions of this Article, the Providers must sign the **Responsible Statement** attached to this document and marked as **ANNEX**, notwithstanding that the Nueva Pescanova Group reserves the right to request from the Provider at any time the official documents that prove the circumstances in the Responsible Statement.

Article 7. Honesty and integrity in the company's activities

1. The Providers of the Nueva Pescanova Group must maintain in their organizations a **zero-tolerance policy towards any form or type of corruption or bribery** in the performance of their business activity, both in the **public and private sector**. The acts of corruption or bribery in the public or private sector, that are expressly prohibited, include the offer or promise, directly or indirectly, of any type improper advantage, any instrument designed for concealing, influence peddling, as well as the so-called "*facilitation, grease or streamlining payments*" (which is understood as the delivery of money or other valuable things to a civil servant or authority in exchange for securing or speeding up the performance of a routine or due administrative action).
2. No Provider shall offer or present to civil servants, third parties or any professional at the Nueva Pescanova Group, in the context of the business activities carried out for or on behalf of the Group, directly or indirectly, **gifts, presents, invitations or displays of hospitality**, whether in cash or in the form of any other benefit, unless they are of irrelevant or symbolic economic value, they respond to mere signs of courtesy or customary business, or they are invitations or displays of hospitality that are considered usual according to the social uses within sensible and reasonable limits.
3. Notwithstanding the generality of the foregoing, **in no case shall be acceptable** those gifts, presents or displays of hospitality that due to their frequency, characteristics, timing and other circumstances could affect in an improper manner, or might be perceived or interpreted as being intended to conflict in an improper manner the **independence of judgment, integrity, honesty and fairness of the recipient**.
4. The professionals at the Nueva Pescanova Group are **compelled to refuse** any offer or delivery of a gift, present, invitation or display of hospitality of any nature whatsoever, direct or indirect, from a Provider (or potential Provider) of the Nueva Pescanova Group that is not acceptable in accordance with the criteria set out in the preceding paragraphs.

Article 8. Transparency in the management of potential conflicts of interest

1. The Providers (or potential Providers) of the Nueva Pescanova Group **undertake to inform** of any situation that might involve the occurrence of a **potential conflict of interest**.
2. It is understood that a Provider is in a potential conflict of interest situation when one of their directors, legal representatives, professionals, employees or collaborators is **linked to a professional of the Nueva Pescanova Group in one of the following ways**:

- a. Is the spouse of a professional of the Nueva Pescanova Group or person united to them by an analogous affective relationship.
 - b. Is the parent, child or sibling of a professional or of the spouse (or person linked by an analogous affective relationship) of a professional at the Nueva Pescanova Group.
 - c. Is the spouse (or person with an analogous affective relationship) of a parent, child or sibling of a professional at the Nueva Pescanova Group.
 - d. Is a company or entity in which a professional of the Nueva Pescanova Group or a person related to him/her, personally or through an intermediary, holds one of the situations of control provided by the applicable law.
 - e. Is a corporation or entity in which a professional of the Nueva Pescanova Group, or any of the related persons, directly or through an intermediary, holds an administration or management position or receives emoluments for any reason, provided he/she also has, directly or indirectly, a significant influence on the financial and operating decisions of that company or entity.
3. The Providers of the Nueva Pescanova Group must prove that they are not in a potential conflict of interest situation by signing the **Responsible Statement** attached to this document and marked as **ANNEX** or, where appropriate, identify the relevant relationship.

Article 9. Confidentiality and accuracy of information

1. It is the responsibility of the Provider and all its employees and collaborators to adopt the appropriate and sufficient security measures to **prevent alteration, loss, or unauthorized access to restricted or sensitive information** of the Nueva Pescanova Group to which they have access.
2. Information of all kinds (commercial, business, promotional, economic, legal, contractual, technical, etc.) given by the Provider to professionals of the Nueva Pescanova Group must always be **accurate, clear, transparent, complete and not given with the intent to mislead or confuse**.

Article 10. Honest, healthy and fair competition

1. The Providers of the Nueva Pescanova Group shall intervene in the markets in a loyal, healthy and fair manner, avoiding any activity contrary to the applicable **rules on competition and antitrust**.
2. The Providers of the Nueva Pescanova Group are forbidden to display any conduct that, contrary to respecting competition/antitrust laws, **restrict the effective and real competition appreciably**, by unlawful **collusive arrangements**, the **fixing or alteration of prices** which might result from free competition in the market, **market sharing** or the **exchange of sensitive commercial information** between competitors. They shall also respect the legislation which might be applicable to them with regard to **market power, mergers or State subsidies**.
3. The Providers of the Nueva Pescanova Group shall not, under any circumstances, seize, discover, spread, disclose, reveal, transfer or use any non-public information that might be considered a **business secret** of a third party (be it a competitor or not), even if they were not involved in obtaining it, but have reasonable grounds to believe them to be of illicit origin.

Article 11. Environmental sustainability

1. The Providers of the Nueva Pescanova Group are required **to strictly comply with applicable environmental regulations** and undertake to apply a preventive approach to this issue and to develop socially responsible business practices that favor the conservation of the environment and minimize the

negative impact their activities may have on it. The Nueva Pescanova Group will favor Providers who use **products and raw materials obtained or manufactured with methods that respect the environment.**

2. The Providers of the Nueva Pescanova Group undertake to **comply with environmental and sustainability standards** set by the Nueva Pescanova Group. In this sense, the Providers of the Nueva Pescanova Group shall always be rigorous, transparent and truthful in questionnaires, certifications, evaluations and environmental, sustainability and corporate social responsibility reviews to which they may be subject to by the Nueva Pescanova Group.

Article 12. Food quality and safety

The Providers shall at all times guarantee that the goods, raw materials and products offered or delivered to the Nueva Pescanova Group meet the **quality standards and food safety parameters required by applicable law**, by the standards they may have voluntarily undertaken, as well as by the technical, quality and food safety specifications established by the Nueva Pescanova Group. In this sense, the Providers of the Nueva Pescanova Group will always be rigorous, transparent and truthful in questionnaires, certifications, evaluations and tests on quality, standardization of product, composition and other specifications of food security which are submitted by the Nueva Pescanova Group.

Article 13. Loyalty in the management of food crisis

The Providers of the Nueva Pescanova Group that could be affected by a **food crisis situation** shall behave according to the principles of cooperation and coordinated action, of adequacy and proportionality of resources throughout the food chain, of no malicious or unfair use of such situations, and of good and loyal communication.

Article 14. Food fraud prevention

1. **Food fraud** shall be understood as any malicious action of substitution, addition, tampering or misrepresentation of food, food ingredients or food packaging, or false or misleading statements made about a product or raw material.
2. The Providers of the Nueva Pescanova Group must have and implement preventive measures, risk assessment and analytical control necessary to **minimize or eliminate any form of food fraud**, especially regarding the authenticity of species and origins, ingredients and allergens, weights and glazing.

CHAPTER III. THE PROVIDERS' ETHICAL CHANNEL OF THE NUEVA PESCANOVA GROUP

Article 15. Inquiries and Non-Compliance Claims

1. The Providers (and third parties that participated in tenders for services or supplies to be Providers of the Nueva Pescanova Group) are entitled to make **Inquiries** regarding the application and interpretation of the provisions in Our Provider's Ethical and Social Charter and submit **Non-Compliance Claims** for behaviors that are contrary to this Provider's Ethical and Social Charter by a professional at the Nueva Pescanova Group, by a Provider (or their Subcontractors), or their respective employees and collaborators. The Providers and Subcontractors are compelled to inform the Nueva Pescanova Group about any breach in Our Provider's Ethical and Social Charter.
2. To this end, the Nueva Pescanova Group offers Providers the **Provider's Ethical Channel**, where they can send **Inquiries and Non-Compliance Claims** by any of the following means:
 - By **e-mail** to: canal.etico.proveedor@nuevapescanova.com
 - By **post** to: Rúa José Fernández López s/n, 36320 Chapela – Redondela – Pontevedra – Spain; to the attention of the Director of the Compliance Unit.

Article 16. Basic information principles of the Provider's Ethical Channel

1. Communications made to the Provider's Ethical Channel shall always meet the criteria of **good faith, truthfulness and proportionality**, and shall not be used for any other purpose than to ensure the proper interpretation, application and enforcement of Our Provider's Ethical and Social Charter. The Nueva Pescanova Group guarantees the adequate treatment of personal data and agrees not to take or permit any form of direct or indirect retaliation against the person who in good faith makes use of the Provider's Ethical Channel.
2. **Anonymous communications shall not be allowed** or communications made in such a way that it is not possible to know the identity of the person sending. The identity of the individual submitting a **Non-Compliance Claim** shall be considered confidential and in no case **shall be disclosed** to the accused.
3. Notwithstanding the generality of the foregoing, the identity data of the claimant, as well as the documentation to be submitted through the Provider's Ethical Channel **may be provided to both the administrative or judicial authorities** (to the extent to which they were required as a result of any proceeding under the subject of the **Non-Compliance Claim**) and to those **persons involved in any further investigation or judicial proceeding** as a result of the investigation.

CHAPTER IV. FINAL PROVISIONS

Article 17. Adoption, entry into force and modification

1. The Provider's Ethical and Social Charter of the Nueva Pescanova Group was **approved by the Executive Committee** of Nueva Pescanova, S.L. (parent company of the Nueva Pescanova Group) at the meeting on **23 March, 2017** held at its headquarters in Chapela (Redondela - Pontevedra - Spain), being applicable to the entire Nueva Pescanova Group as of that day.
2. Any **modification** to this Provider's Ethical and Social Charter of the Nueva Pescanova Group must be approved by the Executive Committee of Nueva Pescanova, S.L.

ANNEX. Responsible Statement of the Providers' Ethical and Social Charter of the Nueva Pescanova Group

Mr./Mrs. _____, holder of identity/passport number _____, on my own behalf or representing the company _____, with tax identification number _____, as _____, **I STATE UNDER MY RESPONSIBILITY:**

- That I have been given the **Provider's Ethical and Social Charter** of the Nueva Pescanova Group, which I know and **expressly accept without any reservations**, committing to respect, fulfill and enforce it among my employees, collaborators and, where appropriate, subcontractors that provide services or supplies to any Nueva Pescanova Group company.
- That neither the undersigned, or, where appropriate, the company I represent, nor its directors or legal representatives, currently in office or representation, have been **sentenced by final judgment for committing crimes** of terrorism, creation or involvement in a criminal organization or group, unlawful association, human trafficking, illegal trafficking of human organs, related to prostitution and sexual exploitation and corruption of minors, misappropriation, fraud, false advertising, documentary forgery and false accounting, corruption in the public or private sector, money laundering and financing of terrorism, illegal trafficking of labor, immigration fraud, against public health, promoting or inciting hate, hostility, discrimination or violence against other people, or special disqualification for the exercise of a profession, trade, industry or commerce.
- That the undersigned or the company that I represent are currently **complying with tax obligations and with the social security** established in the existing legal provisions that are applicable under the terms provided for in **Article 6** of Our Provider's Ethical and Social Charter.
- That neither the undersigned nor the company I represent, nor its directors or legal representatives, or employees, professionals or collaborators are affected by any potential **conflict of interest** in the terms provided for in **Article 8** of Our Provider's Ethical and Social Charter.
- *(Fill in if applicable)* That the undersigned or the company that I represent, its directors or legal representatives, employees, professionals or collaborators, **inform of the following situations of conflict (or potential conflict) of interest:**
 - *Type of conflict (relevant person):* _____

 - *Type of conflict (relevant person):* _____

 - *Type of conflict (relevant person):* _____

| Date | Name of the Provider | Providers CIF (Tax ID number) | Name of its Legal Representative / Their National ID Card number | Stamp and signature |
|------|----------------------|-------------------------------|--|---------------------|
| | | | | |

CONTACT DETAILS

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