



# RSE-01 CODE OF CONDUCT FOR SUPPLIERS

## FRINSA GROUP

*Version 8. June 2023*

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### INTRODUCTION

The present code of conduct is based on International Labour Organization conventions<sup>1</sup>. Its acceptance implies, besides compliance with said conventions, the acknowledgement and acceptance of the 10 principles of the United Nations Global Compact and the International Declaration of Human Rights. By signing or otherwise accepting the code, every Frinsa supplier<sup>2</sup> commits to complying with all the principles set out below.

At the same time, it is each supplier's duty to make sure that their own suppliers comply with the requisites of the current agreement and that they in turn demand the same level of compliance from their suppliers and subcontractors, ensuring compliance throughout the chain.

Frinsa is obliged to attach this document to the contracts and/or technical sheets of the products which you supply to us. Both documents will explicitly state that signing them implies acceptance of this Code of Conduct. If a copy has not been supplied, please request one from us.

Finally, and thanking you in advance for your cooperation, Frinsa may contact your organization to carry out Social Responsibility and Sustainability audits at your facility, the conditions of which will be agreed beforehand.

### SUPPLIERS' DUTIES

#### 1. Prohibition of forced labour

- Suppliers shall not allow any form of forced, bonded or involuntary labour. All work must be undertaken voluntarily, never under threat or as any type of penalty or sanction.
- The use of force/corporal punishment is prohibited.
- Workers shall not be required to make any monetary deposits or financial guarantees, nor are employers entitled to retain employees' identity documents.
- Suppliers shall never withhold payments except when this is expressly allowed by contract.

#### 2. Prohibition of child labour and respect of the underage people

- Suppliers must not employ minors nor exploit minors in any way. Minors are considered as those persons who have not yet reached their 16<sup>th</sup> birthday. However, according to ILO Convention 138, if minimum legal working age is 14 (exceptions allowed in developing countries) this may be allowed, provided that special protection measures are adopted.

- Workers under 18 shall not work during night hours, under hazardous conditions or under conditions that may put at risk said workers' health, safety, moral integrity, or that may harm their physical, mental, spiritual, moral, or social development.
- Policies and procedures related to Child Labour shall comply with the requirements of the applicable International Labour Organization (ILO) Standards.
- The suppliers must support initiatives that promote the education and the improvement of the living conditions of the children of employees in those areas or countries in which the environment for them is not the most suitable.

### **3. Non-discrimination and equal treatment**

- All workers must be treated with dignity and respect. Suppliers must not tolerate or be involved in intimidation, bullying or abuse of any type.
- Suppliers must not tolerate, encourage, or be involved in any kind of discrimination with regards to workers based on age, beliefs, religion, political affiliation, gender, pregnancy/maternity, marital status, nationality, ethnic origin, race, caste, social class, health, disability, sexual orientation, membership of workers' organizations/trade unions or any other basis during recruitment and employment.
- All workers, including contracted and sub-contracted, must have equal rights and social benefits. Suppliers must ensure equal opportunities for all workers in regard of hiring, payment, training, promotion, retirement, etc.
- By means of the 'Company Committee' (workers representative organization), the staff has the right and the opportunity of transmitting their needs, complaints, opinions, and suggestions for improvement to the Company management. All the communications will be taken into consideration for study.
- All the information that may be of personal or professional interest to workers must be communicated to them in their own mother language in case that they do not understand perfectly the language of the country in which the factory is located. The Company must make all the possible efforts to ensure communication in those particular cases.
- The supplier must have some type of confidential Complaint or Whistleblowing Channel publicly available to anyone that may consider appropriate to denounce, or blow the whistle on, any infractions, abuses or infringement of rights, regulations, protocols and other obligations of the company and its personnel, as well as internal procedures and protocols to effectively protect such whistleblowers against any reprisal.

### **4. Respect for freedom of association and collective bargaining**

- Suppliers must respect their employees' right to associate, join or form trade unions of their own choosing and to bargain collectively. They must not interfere with, obstruct or put a stop to such legitimate activities. Likewise, they shall adopt an open and collaborative attitude towards the activities of trade unions.
- Workers' representatives and trade union members shall be protected from any type of discrimination and shall be free to carry out their representative functions in their workplace.

- Where the right to freedom of association and collective bargaining is restricted under law, suppliers must not hinder alternative means of ensuring a reasonable and independent exercise of such rights.

## 5. Safe and hygienic working conditions

- Suppliers shall provide a safe and healthy workplace to their employees, ensuring minimum conditions of light, ventilation, hygiene, fire prevention and safety measures.
- Suppliers must ensure safety and cleanliness in all work facilities and living quarters (when provided) and must follow clear procedures to regulate workplace health and safety.
- Suppliers must ensure access to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- Suppliers shall take the required steps to prevent accidents and injuries arising from working activities or that may occur during working time, by means of reducing, as far as is reasonably possible, sources of danger inherent to the work environment.
- Employees must be provided with appropriate and effective personal protection equipment.
- Employees must have access to adequate medical assistance.
- Suppliers must provide access for all workers to toilet facilities and to drinkable water supply and, if necessary, to facilities for food preparation and storage.
- Suppliers must provide regular, recorded training to the workers (including management). This training must be reproduced for each newly hired worker (including those occupying posts of responsibility).
- All the workers, those occupying posts of responsibility, must have sufficient training in waste management, handling and disposal of chemical products and hazardous substances.
- Suppliers must provide firefighting equipment and ensure the strength, stability and safety of buildings and equipment, including living quarters if applicable.
- Suppliers must designate a member of management to be responsible of Health and Safety, who must be duly authorized and have the appropriate decision-making power.

## 6. Remuneration and benefits

- Work must be based on a recognized working relation in accordance with legislation and national practices and on international labour standards to ensure greater worker protection.
- Suppliers must compensate their workers by means of wages, overtime pay, benefits and paid sick leave which respectively comply with or exceed the legal minimum and/or the standards for each type of industry and/or their collective agreements, whichever is higher. Wages and compensation for normal working hours must cover the basic needs and constitute an additional source of income for the workers and their families.
- Suppliers must provide the workers with comprehensible written information about their working conditions, including wages, before they take up employment and, above all, details of their salaries for the corresponding payment period each time they are paid.

- Deductions from wages as a disciplinary measure which are unauthorized or not provided for in national legislation shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.
- The following must not be used to elude obligations to workers specified in labour and social security laws, and regulations derived from normal labour relations: particular job or service contracts, subcontracting or home working agreements, apprenticeships without real intention to teach skills or provide regular work, excessive use of short-term contracts or any other similar systems.
- Suppliers must grant all workers those benefits required by law, including paid sick leave.
- Suppliers must always pay all workers for overtime worked at a higher rate than ordinary pay as required by law and, if applicable, by contractual agreement.

## **7. Working hours**

- Suppliers shall establish working hours that comply with national law or with the collective bargain agreement for the sector in question if the latter affords greater protection for the workers.
- Overtime must be voluntary and must not exceed the maximum hours (per year) established by current and applicable legislation and shall be compensated at a premium rate. Overtime shall not be demanded on a regular basis.
- Suppliers must respect the right of all workers to rest during work shifts and to take at least the off days established by reference national law.
- The suppliers will grant their workers at least one full rest day per week.
- Annual holidays and bank holidays must be respected.

## **8. Business ethics**

### **8.1 Compliance with the law**

- Suppliers must comply with national and international regulations currently in force in the countries where operations are carried out.

### **8.2 Confidentiality**

- Suppliers shall keep the confidentiality of the information received from Frinsa as consequence of their commercial relationship. Any information revealed by Frinsa must be kept confidential from other clients of the supplier whether current or potential and from their own suppliers.
- The obligation of confidentiality will remain even if the relationship with Frinsa is terminated. Any material held by the supplier shall be returned to Frinsa once the relationship is terminated.
- Suppliers shall comply with national and international legislation and agreements relating to intellectual property.

### 8.3 Bribery and Corruption

- Direct or indirect payments or incentives offered to Frinsa employees with a view to influencing purchases or sales are forbidden.
- Any type of payment or incentive offered to public employees in exchange for any inappropriate or unfair advantage is forbidden.

## 9. Environmental protection and respect for local populations

- Suppliers must comply with the requirements of all local and international environmental regulations, including having the necessary administrative documents (licenses, permits, etc.).
- Suppliers must prevent contamination by means of a risk analysis and the adoption of suitable prevention methods.
- Suppliers must minimize their activity's impact on the environment through an impact assessment study and the optimization of processes using the best available techniques.
- Suppliers must ensure that no human habitat or coastal area is illicitly affected, illegally transformed, or rezoned to favour the interests of individuals or private business to the detriment of the community.
- The supplier must make sure that those responsible for the management of industries, factories farms et al. located in third countries<sup>3</sup> communicate using the national language.

## 10. Sustainability of the marine resources

- The supplier must guarantee the origin, supply, sustainability, and legality of raw materials in accordance with current European legislation.
- In the case of fish products, the supplier must comply with the specific EU requisites pertaining to Illegal, Unregulated, Unreported (IUU) fishing.
- Suppliers of tuna must comply with Dolphin Safe criteria and appear on the positive lists of Dolphin Safe companies published by Earth Island Institute (EII).
- Suppliers must have an anti-*shark finning* policy in place and made public.
- Suppliers of tuna must supply raw materials or products in accordance with International Seafood Sustainability Foundation (ISSF) conservation measures and commitments.
- The supplier should make all the possible efforts to avoid fishing during spawning periods, with the aim of allowing the reproduction of fish stocks in a natural way.

## 11. Grupo Frinsa's ETHICAL WHISTLEBLOWER CHANNEL

### Frinsa's Ethical Whistleblower Channel

Following in the terms provided in the Spanish Law 2/2023, of 20 February, regulating the protection of persons that inform about normative infractions and the fight against corruption ("Law of Protection of Whistleblowers"), the Ethical Whistleblower Channel, *Centinela*

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[rsc@grupofrinsa.com](mailto:rsc@grupofrinsa.com)

(<https://en.grupofrinsa.com/whistleblower-channel/>), is Frinsa's, and its group's, internal system of information that has the following objectives:

- (i) to make available to everyone a confidential and anonymous whistleblowing platform through which reporting and informing of non-compliances, denunciations and abuses can be made,
- (ii) to protect the persons that may do the reporting and informing about issues included in the range of application, among them, non-compliances with Frinsa's Ethical Code,
- (iii) strengthen and promote the culture of information and communication as a mechanism to prevent and detect irregular conducts within the group and to react on them.

All of this, without prejudice to the rights of any employee of the supplier to reach out to a hierarchical superior to make any communication that may be considered opportune.

If a member of the supplier's team believes, in good faith, that any of the principles established in this Code of Conduct has been infringed, or is about to be infringed, this person may freely inform a superior or independently and confidentially report directly through Frinsa's Ethical Whistleblower Channel, *Centinela* (<https://en.grupofrinsa.com/whistleblower-channel/>), all in the terms provided in Frinsa's Internal System of Information and Protection of Whistleblowers Policy and in Frinsa's Internal Information System Procedure, which contains detailed information on the manner to access Frinsa's Ethical Whistleblower Channel, *Centinela*.

#### **Formalities required by the Spanish Data Protection Agency**

In compliance with the current legislation, the treatment of personal data necessary to implement the Alert and Whistleblower Systems will be made with the maximum rigor and confidentiality regarding the personal data of the persons that may be involved.

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## NOTES

None of the provisions included in this declaration may be taken as an exemption from complying with obligations imposed by national or international law, provided that national or international legislation imposes stricter requisites concerning respect for the principles and fundamental rights of workers, protection of the environment and ethical principles.

1) Frinsa's Code of Conduct for Suppliers is based on standards set down in the following ILO Conventions and Recommendations: Convention 29 and 105 and Recommendation 35 (Forced labour); Convention 138 and 182 Recommendation 146 (Child labour. Minimum Age); Conventions 87, 98 and 143 (Freedom of Association and Protection of the Right to Organize. Workers' representatives); Conventions 100 and 111 (Equal Remuneration, Holidays with Pay); Recommendations 90 and 111 (Equal Remuneration, discrimination); Convention 155 and Recommendation 164 (Occupational Safety and Health); Conventions 94, 95, 100 and 131 (Labour clauses. Protection of wages. Equal remuneration); Convention 188 concerning work in the fishing sector.

2) The term "supplier" must be applied to suppliers themselves, subcontractors, concessionaires and any external process.

3) The term "third countries" refers to those countries in which a company establishes a production base or undertakes any type of business. These countries naturally have a culture and, sometimes, a language different from those of the parent company.

Copies of the ILO Conventions and Recommendations are available at [www.ilo.org](http://www.ilo.org)

ACCEPTANCE
Name and position / Company:
Signature and Company seal:
Date: