

SUMMARY PLAN DESCRIPTION

Trident Seafoods Corporation 401(k) Retirement Plan

Effective January 2022



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About This Summary Plan Description

This Summary Plan Description (SPD) describes the key features of the Trident Seafoods Corporation 401(k) Retirement Plan (the "Plan"). The Plan offers you a convenient, taxadvantaged way for you to save for retirement. This document is only a summary and provides a brief description of important provisions of the Plan. It does not cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation.

Complete details of the Plan are contained in the Plan Document. Every effort has been made to accurately describe the provisions of the Plan in this SPD; however, in the event of any difference between this summary and the Plan Document, the Plan Document will govern in all cases.

The Plan is governed by the federal law known as the Employee Retirement Income Security Act of 1974 (ERISA), the Internal Revenue Code (the "Code") and other federal and state laws that may affect your rights under the Plan. The provisions of the Plan are subject to revision due to changes in the law or to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL).

Please note that Trident Seafoods Corporation ("Trident") expects and intends to continue the Plan and its benefits as described in this SPD. However, Trident reserves the right to amend or suspend contributions to the Plan or terminate the Plan at any time for any reason, without notice. If the provisions under this SPD change, we will notify you. Some of the examples in this SPD refer to "you" or "your participation" in the Plan; these references are for illustration only and do not imply any guarantee of, or contract for, your continued employment. References to Trident in this SPD may also refer to relevant employers, who are affiliates of Trident and participate in the Plan.

Important Terms

Certain key words used throughout this SPD are capitalized. This means their definitions can be found in the *Glossary* at the end of this SPD.

If You Have Questions

If you have any questions or need additional information about the Plan or any of the subjects covered by this SPD, please contact Fidelity at 1-800-835-5095 or log on to the Fidelity NetBenefits® at www.netbenefits.com.

About The Plan

Your Benefits At A Glance

Plan Feature	How It Works		
Enrolling in the Plan	You may enroll in the Plan if you are an Employee of Trident and meet the eligibility requirements as described under the section Participation , subsection Eligibility of this SPD.		
Employee Contributions to the Plan	If you are an eligible Employee, you may elect to have a portion of your eligible Compensation deferred to the Plan for purposes of having Pre-Tax Contributions or Roth Contributions made on your behalf. These deductions will commence with the first payroll period following your election, or as soon as administratively feasible.		
	Your Pre-Tax and Roth Contributions are subject to the annual dollar limits of the Code, which are adjusted by the IRS from time to time. Current contribution limits are available online through Fidelity NetBenefits® at www.netbenefits.com .		
	If you are or will reach age 50 during the calendar year (January 1 through December 31) and are making the maximum Plan or Code Pre-Tax and Roth Contributions, you may make an additional "catch-up" contribution each pay period of up to 75% of your Compensation. Catch-Up Contributions are made through payroll deductions, the same way you make Pre-Tax or Roth Contributions. See the Contributions section of this SPD for details.		
	You may not currently make after-tax contributions to the Plan.		
	You may contribute up to a total of 50% of your eligible Compensation on a Pre-Tax Contribution or Roth Contribution basis. Additional limitations may apply due to Code requirements.		
Employer Safe Harbor Matching Contributions	The Employer will also make Employer Safe Harbor Matching Contributions. See Employer Safe Harbor Matching Contributions under the Contributions section of this SPD for further details.		
Investing Your Account	To help you meet your investment goals, the Plan offers you a range of investment options. You direct the investment of your Account to best suit your goals, time horizon and risk tolerance. A complete description of the Plan's investment options and their performance, as well as planning tools to help you choose an appropriate investment mix, are available online through Fidelity NetBenefits® at www.netbenefits.com . See lnvesting And Managing Your Accounts for details.		
Vesting	All Accounts are 100% vested and nonforfeitable at all times.		
Vesting			

Plan Feature	How It Works		
Loans	Although the Plan is intended for the future, you may borrow from your Account for any reason, provided you are an eligible Employee. Generally, the Plan allows you to borrow an amount not to exceed the lesser of (i) \$50,000 reduced by your highest outstanding loan balance during the prior 12-month period, or (ii) one-half of your vested Account balance. See the Loans And Withdrawals While Working For Your Employer section of this SPD for more details.		
In-Service Withdrawals	In-service withdrawals from the Plan are generally permitted when you reach age 59½ or have a severe financial hardship as defined by your Plan. In addition, you can withdraw from your Rollover Contributions Account at any time. Keep in mind that withdrawals are subject to income taxes and possibly early withdrawal penalties. See the In-Service Withdrawals section of this SPD for details.		
Distributions	When you incur a Severance from Service (or in the event of your death), your vested Account balance may be distributed. In general, you always have the choice to receive your distribution as a rollover (other than a Minimum Required Distribution) to another plan or to an Individual Retirement Account (IRA); however, different options are also available depending on your Account balance (see After Your Employment Ends in the Distributions section of this SPD for details):		
	If your vested Account balance is greater than \$5,000, you can take a distribution or leave your Account balance in the Plan. You must consent to a distribution in order to receive it.		
	 If your vested Account balance is greater than \$1,000 but not greater than \$5,000, you will be notified, and if you do not respond your entire vested Account balance will be rolled over to an IRA. 		
	 If your vested Account balance is equal to or less than \$1,000, you will be notified, and if you do not respond your entire vested Account balance will be distributed as a lump sum cash payment. 		
	Depending on the type of contribution you made to the Plan, you may be subject to federal income tax and possibly state income tax if you receive a distribution that is not rolled over to another plan or to an IRA.		

Contacts

Listed below are telephone numbers, websites and mailing addresses for some of the resources you may need to use.

Trident Seafoods Corporation 401(k) Retirement Plan			
Telephone (206) 783-3818 x1779			
Mailing Address	Trident Seafoods Corporation 5303 Shilshole Ave. N.W. Seattle, WA 98107		

Fidelity Investments			
Fidelity	1-800-835-5095		
Service Hours	Monday through Friday 8:30 a.m. to midnight Eastern time (except on New York Stock Exchange holidays)		
Regular Mailing Address	Fidelity Investments P.O. Box 770002 Cincinnati, OH 45277-0090		
Overnight Mailing Address	Fidelity Investments Operations Company 100 Crosby Parkway, KC1E Covington, KY 41015		
Fidelity NetBenefits® Website	www.netbenefits.com		

Fidelity NetBenefits®

The Fidelity NetBenefits® website at <u>www.netbenefits.com</u> is your source for benefit transactions and information virtually 24 hours a day, seven days a week. By utilizing the Fidelity website, you can complete most Plan-related transactions. You may:

- Enroll in the Plan;
- Select an initial deferral percentage or change an existing deferral percentage;
- Choose the Funds in which your Account will be invested;
- Change investments or transfer balances between investment options;
- Request a hardship distribution, loan, in-service withdrawal, or other distribution; and
- Designate your Beneficiary(ies).

Fidelity NetBenefits® Mobile App

Download the NetBenefits® mobile app from your favorite app source, and access your Plan Accounts anytime, anywhere. With the mobile app, you can:

- Enroll in the Plan;
- Monitor your Account balance
- Review and change investments; and
- Access articles, videos, and podcasts in the NetBenefits® library.

Establishing A PIN

When you contact Fidelity Investments either on the web, by phone or through the mobile app, you will need a Personal Identification Number (PIN). Your PIN provides another level of security to ensure that only you can access your benefits information. For your protection, keep your PIN confidential.

You can establish your PIN directly on the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095. Your PIN cannot be your date of birth or Social Security number. It also cannot contain multiple repetitive digits or be in ascending or descending numerical order.

Participation

Eligibility

You are eligible to participate in the Plan if you are an Employee of Trident or L.F.S., Inc. and meet the criteria in the table below:

Contribution Type	Age Requirement	Service Requirement	Entry Date
All sources	18	None	First day of the month following hire/rehire

You are not eligible to participate in the Plan if you fall into one of the following categories:

- A resident of Puerto Rico.
- An Employee covered by a collective bargaining agreement unless the agreement requires the employees to be included under the Plan.
- A person who is considered a "leased" Employee under IRS rules.
- An Employee who is a nonresident alien and does not receive any earned income from Trident or an affiliate that constitutes income from sources within the United States.
- A person who is a foreign national with a work visa who does not have a valid SSN or TIN.

If you do not fall into one of the categories above, you will generally be considered an "eligible Employee" once you meet the eligibility requirements described above.

When Participation Begins

Employee Contributions

If you are an Employee of Trident, as described above, you will be eligible to participate in the Plan the first day of the month following the date you meet the eligibility requirements. When you enroll, you will indicate the amount of Pre-Tax Contributions, Roth Contributions or Catch-Up Contributions you would like to make to the Plan, name a Beneficiary and designate how your Plan Funds are to be invested. To enroll, you may contact Fidelity at 1-800-835-5095 or log on to the Fidelity NetBenefits® website at www.netbenefits.com.

You may increase or decrease the amount you contribute at the beginning of each payroll period. This change will be made as soon as administratively feasible. You may also completely suspend your contributions, which you may resume at the beginning of next payroll period. If you want to increase, decrease, suspend, or resume your contributions, you must call Fidelity at 1-800-835-5095 or log on to the Fidelity NetBenefits® website at www.netbenefits.com.

Employer Contributions

You will become eligible to receive Employer Safe Harbor Matching Contributions when you begin making contributions to the Plan, as described above. For specific Plan details, please see the table under <u>Contributions</u> for <u>Type of Contribution</u> and <u>How It Works</u>.

When Participation Ends

Once you become a Participant, you are eligible to actively participate in the Plan until you terminate your employment with your Employer. Your participation in the Plan will terminate once you have received a distribution of your entire vested Account or upon your death if that occurs prior to such distribution.

Reemployment

If you terminate your employment after you have met the eligibility requirements, and are later reemployed as an eligible Employee, you will again be eligible to participate in the Plan when you complete one Hour of Service.

Beneficiary Designation

As a Plan Participant, it is important that you designate a Beneficiary to receive the benefits payable under the Plan upon your death.

To designate or change a Beneficiary, simply log on to the Fidelity NetBenefits® website at www.netbenefits.com and click on "Beneficiaries" in the *Profile section*. If you prefer to complete your Beneficiary election by paper form, please call Fidelity at 1-800-835-5095.

If you are married, your Spouse is automatically your Beneficiary, unless he or she provides written, notarized consent to name someone else. Fidelity will mail you a Beneficiary form, which your Spouse must complete and return to Fidelity for processing. If you wish to designate a Beneficiary other than your Spouse, your Spouse must consent to waive any right to the death benefit. Your Spouse's consent must be in writing, be witnessed by a notary and acknowledge the specific non-Spouse Beneficiary.

If you do not designate a Beneficiary or if your designated Beneficiary is no longer living when your benefit becomes payable, your benefit will be paid to:

- Your surviving Spouse (as long as he or she can be located); or
- Your estate.

You should review your Beneficiary designation periodically, particularly if you have had a change in your marital status.

Changing Your Beneficiary

You may revoke or change a previous Beneficiary designation and name a new Beneficiary (or contingent Beneficiary) at any time, subject to the spousal consent requirements described above, if married. Your new Beneficiary designation must be delivered in writing or electronically to Fidelity. You can elect your Beneficiary online by logging on to the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095 and requesting the form.

Contributions

The types of contributions that may be made to the Plan are summarized in the table below. More details are provided later in this section of the SPD. For definitions of important terms, turn to the <u>Glossary</u> at the end of this SPD.

Type of Contribution	How It Works
Employee Contributions	Pre-Tax: Through payroll deductions, you may contribute up to 50% of your eligible Compensation as either Pre-Tax Contributions or Roth Contributions. Pre-Tax and Roth Contributions are subject to the annual dollar limits of the Code, which are adjusted from time to time (\$20,500 for 2022). Contributions are subject to an additional dollar limit of the Code, which restricts your contributions and all Employer Contributions each year (\$61,000 for 2022).
	A Pre-Tax Contribution to the Plan is deducted from your paycheck before federal and most state and local income taxes are withheld, thereby reducing your taxable income. However, Pre-Tax Contributions are subject to Social Security and Medicare taxes (FICA taxes). Your Pre-Tax Contributions and any related earnings grow tax deferred until you take a distribution, at which point you will be required to pay ordinary income taxes.
	Roth Contributions: Roth Contributions are made to the Plan after all taxes (including income taxes) have been deducted from your paycheck. These contributions and any associated investment earnings will be completely tax-free when you take a qualified distribution at retirement. A qualified distribution, in this case, is one that is taken at least five tax years after your first Roth Contribution and after you have attained age 59½, become Disabled or die.
	Catch-Up Contributions: If you are or will reach age 50 during the calendar year (January 1 through December 31) and are making the maximum Plan or Code Pre-Tax Contributions, you may make an additional "catch-up" contribution each pay period of up to 75% of your eligible Compensation, subject to the annual IRS dollar limits (\$6,500 for 2022). You make Catch-Up Contributions through payroll deductions, the same way you make Pre-Tax and Roth Contributions. You must make Pre-Tax, Roth, and Catch-Up Contributions in increments of 1%.
	You may increase or decrease the amount you contribute at the beginning of each payroll period. This change will be made as soon as administratively feasible. You may also completely suspend your contributions, which you may resume at the beginning of the next payroll period. If you want to increase, decrease, suspend, or resume your contributions, you must call Fidelity at 1-800-835-5095 or log on to the Fidelity NetBenefits® website at www.netbenefits.com . Current contribution limits are available online through the Fidelity NetBenefits®
	Current contribution limits are available online through the Fidelity NetBenefits® website at www.netbenefits.com .

Type of Contribution	How It Works
	Frozen Employee Contributions:
	You currently cannot make after-tax Employee Contributions to the Plan. However, the Employer does maintain frozen Employee Contributions subaccounts
	Employee Rollover Contributions: If you wish to consolidate your Accounts in other retirement plans into your Plan Account, you may roll over eligible Pre-Tax Contributions from another employer's qualified retirement plan or a rollover IRA. You must elect to roll over amounts received from another employer's retirement plan (as mentioned above) or an IRA within 60 days of receipt of those funds. You may also make a direct rollover from one of these plans to your Plan Account.
	You may request that the Plan accept a Roth Rollover Contribution. A rollover of Roth Contributions will be accounted for and maintained in your Roth Rollover Contributions Account.
Roth In-Plan Conversions	You can convert the non-Roth portion of your Plan Account (including Pre-Tax, Catch-Up, and Employer Contributions) to Roth Contributions. A future distribution on Roth Contributions is completely tax-free at retirement, but certain rules must be followed, such as the distribution must generally be taken at least five tax years after your first Roth Contribution and after you have attained age 59½ or become Disabled or die. Please consult your tax advisor for more information on the tax treatment of a Roth In-Plan Conversion.
Employer Safe Harbor Matching Contributions	Provided you meet the eligibility requirements described in the in the <u>Eligibility</u> section of this SPD and you elect to make <u>Employee Contributions</u> , the Employer will make an Employer Safe Harbor Matching Contribution to your Account as described below.
	Employer Safe Harbor Matching Contributions are allocated annually based on your eligible Compensation and the amount of your Employee Contributions at a rate of:
	• 100% of the first 3% of your Compensation contributed to the Plan; and
	• 50% of the next 2% of your Compensation contributed to the Plan.
	This type of contribution will be made each year until your Employer decides otherwise.
	Remember that in order to receive the full amount of the Employer Safe Harbor Matching Contribution you must contribute at least 5% of your Compensation as an Employee Contribution.
	Any <u>Catch-Up Contributions</u> you make to the Plan will be matched at the same rate as described in this <u>Employer Safe Harbor Matching Contributions</u> section.
	By making the Safe Harbor Matching Contribution, certain nondiscrimination tests required by law are deemed to be satisfied.

The Power of Pre-Tax Savings or Roth Savings - Example

The example below illustrates how contributing on a pre-tax basis or on a Roth basis can save you money either now or in the future. The example assumes:

- You are a single associate,
- Your eligible pay is \$60,000,
- You save 4% (or \$2,400) each year, and
- A 25% federal tax rate applies.

	Pre-Tax Savings	After-Tax Savings	
Your Annual Pay	\$60,000	\$60,000	
Pre-Tax Savings	\$2,400 \$0		
Taxable Income	Income \$57,600 (\$60,000 - \$2,400) \$60,000 (\$60,000 - \$0		
Federal Tax (25%) \$14,400 (\$57,600 x 25%) \$15,000 (\$6		\$15,000 (\$60,000 x 25%)	
Roth Savings \$0 \$2,400		\$2,400	
Take-Home Pay	- Home Pay \$43,200 (\$57,600 - \$14,400) \$42,600 (\$60,000 - \$15,000 - \$2		
Current Tax Savings	urrent Tax Savings \$600 (\$15,000 - \$14,400) \$0		
Value at Retirement	irement \$10,000 \$10,000		
Tax at Distribution	\$2,500	\$0	

In this case, you would save \$600 in taxes by saving on a pre-tax basis in the current tax year. If you make a Roth contribution you would not have any tax savings currently, but you would have a tax savings at distribution. This is only an example, and your tax consequences are dependent on your current tax rate, the value of your distribution when you elect to take it, and the tax rates that may be in effect in the future. It also assumes that if you make a Roth contribution you would meet the requirements for favorable taxation of your Roth contribution.

How Safe Harbor Matching Contributions Add To 401(k) Savings - Example

Using the same example assumptions from <u>The Power of Pre-Tax Savings or Roth Savings – Example</u> above the following table illustrates how quickly your Plan Account can grow with the addition of Employer Safe Harbor Matching Contributions.

		Your Employer Adds:		
Your Pre-Tax Contribution %	Your Annual 401(k) Contribution Is:	100% x First 3%	Plus 50% x Next 2%	Your Total Annual Savings:
2%	\$1,200	\$1,200	\$0	\$2,400
3%	\$1,800	\$1,800	\$0	\$3,600
4%	\$2,400	\$1,800	\$300	\$4,500
5%	\$3,000	\$1,800	\$600	\$5,400

Maximum Contributions And Limitations

Contributions to the Plan are subject to certain limitations. In general, the Plan Administrator will monitor theses limits automatically and you will be notified of any limitation(s) to your contributions. If any contributions must be returned to you, they will be adjusted for earnings and losses.

If you contribute to another employer's qualified plan within the same Plan Year, those contributions will count towards the applicable annual limits. In this case, it is your responsibility to monitor your total contributions and alert the Plan Administrator of any contributions made to another employer's qualified plan.

Contribution Limits

The IRS places several types of contribution limits on the Plan. Some of these dollar limits, which are indexed annually, include:

- Your Pre-Tax and Roth Contributions (combined limit). The combined maximum amount you may contribute to the Plan in 2022 as Pre-Tax Contributions and/or Roth Contributions is \$20,500. However, if you are age 50 or will reach age 50 during the calendar, you may make additional contributions to the Plan over and above this annual limit. This Catch-Up Contribution is limited to \$6,500 for 2022.
- **Compensation.** In 2022, the maximum amount of your eligible Plan Compensation that may be counted each year for determining Employer Contributions under the Plan is \$305,000.
- **Maximum Contributions.** The maximum amount of contributions your Employee Pre-Tax and Roth Contributions, as well as Employer Contributions - that can be allocated to your Plan Accounts in 2022 is 100% of your eligible Plan Compensation for the year or \$61,000, whichever is less. (This limit does not include Catch-Up Contributions.)

As indicated above, these limits may be adjusted by the IRS pursuant to the provisions in the Code on an annual basis to account for inflation. Current contribution limits are available online through the Fidelity NetBenefits® website at www.netbenefits.com.

Investing And Managing Your Accounts

You may invest the contributions in your Plan Accounts as you wish in one or more of the investment options available in the Plan. The investment options lineup offers you three "categories" of investments giving you a choice of age-based retirement target Funds, the basic building blocks to create your own portfolio, or the freedom to choose from Funds outside the Plan.

Each investment option varies in terms of potential risk and return. You may allocate your investments in increments of 1% or greater, as long as the combined total adds up to 100%. Any Pre-Tax Contributions, Roth Contributions, Catch-Up Contributions, Employer Contributions and/or Rollover Contributions made to the Plan are invested according to your most current direction and are valued on a daily basis.

You may receive a list of the current investment options (as well as detailed descriptions of the primary investments in each option) by logging on to the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095. To determine which investment options are right for your personal situation, you should consider your age, your retirement income needs and your tolerance for investment risk.

The Plan is intended to comply with Section 404(c) of ERISA. This means that you are solely responsible for the results of your investment decisions. Your Employer, the Plan Trustee, and other Plan fiduciaries may not be held liable under ERISA for your Account performance due to your investment decisions. Accordingly, it is very important that you take the time to review your retirement goals and determine what investment decisions make the most sense for you.

If You Don't Select An Investment Option

If you don't select specific investment options in the Plan, your contributions will be invested in a T. Rowe Price (TRP) Target Date Fund based on your age. You can always change your investments by logging on to the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

Important Notes

Please note that this SPD is not an offer to sell securities, which can be made only by prospectus. You may obtain a prospectus for any of the investment options by logging on to the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095. Read each prospectus carefully before you invest. It contains complete information about your investment options, including any fees and expenses. All investment options in the Plan have some degree of risk.

Trident, participating employers and their representatives do not guarantee the Fund performance, make up any losses, or share in any gains. Your participation in the Plan and its various investment options is voluntary, and you are responsible for your investment decisions. The Plan operates under the protection provided by Section 404(c) of ERISA, as amended. The Plan and its fiduciaries may be relieved of liability for losses that result from a Participant's investment instructions. In addition, the Plan Sponsor reserves the right to change the Investment Fund options offered under the Plan at any time.

Fees

Certain fees, charged against the Fund options, may reduce the unit price (net asset value) of a Fund's shares. These fees are disclosed in the Fund prospectus for each option. In addition, certain fees related to administrative and operational expenses of the Plan may also be charged against your investments.

The contributions you make each paycheck are used to buy units in the Funds you have chosen for your Plan Accounts. (Please note that there will typically be an administrative delay of a few days with respect to funding.) All the money you and others contribute is held in a trust account for the sole benefit of all Plan Participants. After being deposited into the account, the value of your share of the Plan's assets changes daily as the unit values of the securities in which you have chosen to invest change.

Self-Directed Brokerage

Fidelity's Self-Directed Brokerage (SDB) program (BrokerageLink®) allows a wide variety of investments with a diverse fee structure. Please go online for more information regarding the SDB investment option.

Statement Of Account And Confirmation Statements

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option, and withdrawals. Your account statement is available online through NetBenefits®, you can view and print a statement for any time period up to 24 previous months.

Exchanges received and confirmed before the close of the market (usually 4:00 p.m. Eastern Time) will be posted on that business day based upon the closing price of the affected investment(s). Exchanges received and confirmed after the market close will be processed on the next business day based upon the closing price of the affected investment(s) on that next business day. A confirmation of your change in the investment of your future contributions or your exchange of an existing fund will be sent to you within five business days, or an online confirmation will be available. Fidelity reserves the right to change, restrict, or terminate exchange procedures to protect mutual fund shareholders.

Managing Your Account

Information about your Accounts is available through the Fidelity NetBenefits® website, the Fidelity NetBenefits® Mobile App or by calling the Fidelity Service Center.

Resources				
Fidelity Online Access	www.netbenefits.com 24 hours a day, seven days a week	Access and manage your AccountView Plan informationView your Account statement		
Automated Voice Response System	1-800-835-5095 24 hours a day, seven days a week	Access and manage your Account		
Fidelity	1-800-835-5095 Monday through Friday, 8:30 a.m. to midnight Eastern time (except on New York Stock Exchange holidays)	Request Plan literature		

Plan Account Statements

To help keep track of your Plan Accounts, you will receive a statement four times each year. You decide whether you want to receive your statement online or via the U.S. mail. If you choose an online statement, you will not receive a paper statement. If you do not select how you would like to receive your statement, the system will default to the online statement option.

Whether you receive it electronically or in the mail, your statement will show the following types of information:

- Your Employee Contributions;
- Any Employer Contributions;
- Your Rollover Contributions (if any);
- Your investment selections;
- The increase (or decrease) in your investments since your previous statement; and
- Your overall Account balance.

Making Changes

Once you are participating in the Plan, you can make changes by logging on to the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095. You will need your Username and PIN in order to access your Account information.

Whether online or over the telephone, at any time you may:

- Start, increase, decrease or stop your contributions and/or change your type of contribution(s). Changes made to your future contributions will be effective as of any Valuation Date or as soon as administratively feasible.
- Change or update your Beneficiary designation, as described in further detail in the <u>Changing Your Beneficiary</u> section of this SPD (either online or by requesting a form from Fidelity).
- **Change your Funds.** For changes made before 4:00 p.m. Eastern time on any day that the securities market is open for business, your investment changes take effect the same day. Changes made after that time are effective as of the following business day.
- Transfer among your Funds. You may elect to transfer all or a portion of the balance of your Account between and among Funds as of any Valuation Date, in accordance with the restrictions imposed by the particular Funds and/or the Employer. For transfers made before 4:00 p.m. Eastern time on any day that the securities market is open for business, your transfer takes effect the same day. Transfers made after that time are effective as of the following business day.

If you stop making contributions to the Plan, you will not be able to resume making contributions until the beginning of the next payroll period after you decide to participate again (or as soon as administratively possible).

Vesting

Vesting means the right to receive, your Accounts, or a portion thereof.

You are always 100% vested in your own Employee Contributions (including Pre-Tax, Roth, Catch-Up and Rollover Contributions) and your Employer Contributions, as well as any associated earnings.

Loans And Withdrawals While Working For Your Employer

Although the Plan is designed to help you save for long-term goals, there may be times when you need access to your money. In certain circumstances, you may be eligible to take a loan or an in-service withdrawal through the Plan while employed by Trident. Generally, the Plan allows you to borrow against your vested Account balance.

Loans

You may take a loan from the Plan for any reason while you are an active Employee. A loan requires you to pay the money back (with interest) to your Account. There are no tax penalties when you borrow from the Plan, as long as you repay the loan. The sources of your loan(s) may only be your vested Account balance.

Loan Amount

The minimum loan amount is \$1,000. The maximum loan amount is the lesser of the following:

- \$50,000, minus the highest outstanding loan balance on any Plan loan you have had during the previous 12 months; or
- 50% of your vested Account balance in the Plan.

You may have no more than one Plan loan outstanding at any one time.

Here are examples that can help you understand the Plan's provisions related to loans.

Joe	Maria	Patty
 Joe's vested Account	 Maria's vested Account	 Patty's vested Account
balance is \$1,500. He has	balance is \$10,000. She has	balance is \$120,000. She
no outstanding loans.	one outstanding loan.	has no outstanding loans.
 According to the Plan rules,	 According to the Plan rules,	 According to the Plan rules,
50% of Joe's vested	50% of Maria's vested	50% of Patty's vested
balance—or \$750—is	balance—or \$5,000—is	balance-or \$60,000-is
available to borrow.	available to borrow.	available to borrow.
However, because the minimum loan amount is \$1,000, Joe cannot take a loan.	 However, because Maria already has an outstanding loan, Maria cannot take another loan. 	 Patty is able to request a loan. She can borrow up to the loan maximum of \$50,000.

Loan Interest Rate

The interest rate for a loan is determined at the time it is approved and will be applicable for the length of the loan. Currently, the interest rate is based on the prime rate plus 1.0%. The interest you pay on your loan will be credited back to your Accounts.

Loan Fees

A reasonable administrative fee will be charged to your Account to establish and administer the loan.

Requesting A Loan

You may request a loan by logging on to the Fidelity NetBenefits® website at www.netbenefits.com or by calling Fidelity at 1-800-835-5095, where you can verify the amount you are able to borrow, determine the approximate amount of your loan payment, and submit a loan request.

Repayment Schedule

At the time you request a loan, you will be asked to specify a repayment period. Generally, you may choose a repayment schedule with payments being made no less frequently than quarterly over the term of the loan. The repayment period, however, cannot exceed 60 months, unless the loan is used to purchase your principal residence, in which case the repayment period may be up to 10 years. In that case, the Plan Administrator will have the discretion to determine when and under what circumstances a principal loan will be made, as well as the loan repayment period for such loan.

You repay your loan through automatic payroll deductions if you are an Employee. If you terminate employment, you will have the option to continue to make payments in accordance with the provisions of the loan note. If you are an Employee, but not currently receiving a paycheck from your Employer (for instance, if you are on an unpaid leave of absence or short-term layoff), you may contact Fidelity at 1-800-835-5095 for your repayment options.

Loan Default

If a loan payment is missed, it will be considered delinquent, and you will receive a delinquency notice. If payment is not made by the end of the calendar quarter following the calendar quarter in which the repayments were initially due, the loan will be considered in default and treated as a distribution, making it subject to income tax and possibly to a 10% early withdrawal penalty.

If You End Employment, Die Or Become Disabled With An Outstanding Loan

In the event of your retirement, disability, death, or the Severance from Service with your Employer while you have an outstanding loan, you or your Beneficiary will have the opportunity to continue to repay the loan in accordance with the provisions of the loan note. Contact Fidelity at 1-800-835-5095 for further information.

If You Are On Military Leave

If you are on an approved leave of absence to serve in the military, you may suspend your loan repayments for the full period of your military leave, even if that period is longer than one year. During your period of military leave, the interest rate on your loan will be limited to 6%. Accordingly, any payments made during your military leave will reflect a maximum 6% interest rate (but the interest rate will not be increased if your loan interest rate was lower than 6% at the time you began your military leave). Upon your return to work, interest owed will be calculated at the lesser of the loan's actual interest rate or 6%. The amount of your loan will be re-amortized, and the term will be extended by the length of your leave.

CARES Act Relief

If you were adversely impacted by the COVID-19 pandemic, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") allowed you to suspend your loan payments in certain circumstances (and during a limited time period).

To be eligible for relief under the CARES Act, you must have been a "qualified individual" who met one of the following requirements:

- You were diagnosed with SARS-CoV-2 or COVID-19 by a test approved by the Center for Disease Control;
- Your Spouse or dependent was so diagnosed; or
- You experienced adverse financial consequences due to (i) the quarantine, (ii) being furloughed or laid off, (iii) having your work hours reduced, (iv) being unable to work due to a lack of childcare (due to COVID-19), or (v) the closing or reduction of hours of a business you owned or operated.

If you were considered a qualified individual, and during the time period from March 27, 2020, through September 22, 2020, you were permitted to suspend loan repayments that were due between March 27, 2020, and December 31, 2020, with payments to resume no later than January 1, 2021.

Please note that the CARES Act relief was only effective during the periods specified above.

In-Service Withdrawals

The Plan allows you to withdraw money from your Account while you are still working for Trident, depending on the type of contributions in your Plan Accounts and your financial need. Withdrawals may be subject to taxes (including penalty taxes). Please consult your tax advisor for more information about the tax consequences of your withdrawal.

The types of withdrawals available are:

- Hardship Withdrawals;
- Post-Age 59½ Withdrawals;
- Qualified Reservist Withdrawals;
- Rollover Contribution Withdrawals; and
- <u>CARES Act Distributions</u> (no longer available).

Hardship Withdrawals

Hardship withdrawals are available only when you have an immediate and heavy financial need. If you incur certain financial hardships, you may be eligible to make a withdrawal from the portion of your Account balance attributable to your Employee Contributions and Employer Contributions. The hardship withdrawal is subject to a \$500 minimum withdrawal amount.

Hardship withdrawals may only be made for the following reasons:

- Expenses incurred or necessary to obtain medical care that would be deductible under the Code for you, your Spouse, children, dependents, or primary Beneficiary;
- Costs directly related to the purchase or construction of your principal residence (excluding mortgage payments);
- Payment of tuition and related educational fees for the next 12 months of postsecondary education for you, your Spouse, children, dependents, or primary Beneficiary;
- Payments necessary to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Burial or funeral expenses for your deceased parent, Spouse, children, dependents, or primary Beneficiary;
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Code (determined without regard to Code Section 165(h)(5) and whether the loss exceeds any applicable income limit);

- Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or
- Any other financial need determined to be immediate and heavy under rules and regulations issued by the IRS.

A hardship withdrawal will be considered necessary to satisfy an immediate and heavy financial need only if:

- The hardship distribution is not in excess of the amount needed to satisfy the financial need. It can include amounts needed to pay any federal, state, or local income taxes or penalties that will be due as a result of the distribution; and
- You represent to the Plan Administrator that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

If approved, the hardship distribution will be made in one lump-sum payment.

To initiate a hardship withdrawal, log on to the Fidelity NetBenefits® website at www.netbenefits.com or call Fidelity at 1-800-835-5095. You will be required to provide supporting documentation regarding your hardship as part of your application.

Post-Age 59½ Withdrawals

Once you reach age 59½, you can withdraw some or all of the vested portion of your Plan Accounts.

Qualified Reservist Withdrawals

You may, at any time, make a withdrawal from your Pre-Tax Contribution Account as a qualified reservist distribution. A qualified reservist distribution is any distribution to you if:

- You are a member of a military reserve unit ordered or called to active duty after September 11, 2001, for a period in excess of 179 days or for an indefinite period; and
- The distribution is made during the period beginning on the date of the order or call to duty and ending at the close of the active-duty period.

Rollover Contribution Withdrawals

If you transfer money into this Plan from another "qualified" plan or other eligible plan (see <u>Employee Rollover Contributions</u> for additional details), you may withdraw all or a portion of the rollover amount, including any investment earnings on this money.

CARES Act Distributions

If you were adversely impacted by the COVID-19 pandemic, the CARES Act may have allowed you to take a special distribution from the Plan which was eligible for special tax treatment (known as a CARES Act distribution). CARES Act distributions were available from the Plan during the time period from [January 1, 2020, through December 31, 2020.]

To have been eligible for relief under the CARES Act, you must have been a "qualified individual" who met one of the following requirements:

- You were diagnosed with SARS-CoV-2 or COVID-19 by a test approved by the Center for Disease Control;
- Your Spouse or dependent was so diagnosed; or
- You experienced adverse financial consequences due to (i) the quarantine, (ii) being furloughed or laid off, (iii) having your work hours reduced, (iv) being unable to work due to a lack of childcare (due to COVID-19), or (v) the closing or reduction of hours of a business you owned or operated.

If you were considered a qualified individual, you were generally eligible to receive a distribution of eligible funds from your Plan Accounts, up to \$100,000. CARES Act distributions were not subject to the 10% excise tax, nor subject to mandatory withholding. In addition, CARES Act distributions were eligible to be taxed pro rata over a three-year period, unless you elected otherwise. In addition, a CARES Act distribution can be paid back to the Plan within three years from the date of the distribution.

Please note that this CARES Act relief was only effective during the periods specified above.

Life Events

For Uniformed Service

Under the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008, if you are called to active duty in the U.S. armed forces ("uniformed services") for 30 days or more, you may elect to receive a distribution from the Plan during your active-duty period. You will be suspended from making any contributions for six months following the distribution, and the withdrawal may be subject to the 10% early withdrawal penalty tax.

Qualified Domestic Relations Orders (QDRO)

Generally, your Plan Accounts may not be assigned and are not subject to garnishment, attachment, or other legal processes. Federal law provides an exception with respect to accounts that become payable due to a QDRO. A QDRO is a judgment, decree or order that relates to divorce decrees, property settlements and child support orders.

If Trident receives a QDRO notice that may affect your Plan Accounts, a hold may be placed on distributions from your Account for a period of time determined to be reasonable by the Plan Administrator. You will be notified if the Plan Administrator places a hold on your Account. You will also have the opportunity to appeal any decisions to pay your Account to someone else based on the terms of the order.

For more information regarding QDROs or for a copy of the Plan's QDRO procedures, please contact the Fidelity QDRO Center at https://gdro.fidelity.com.

Distributions

At Normal Retirement Age

If you are a Participant who continues in employment after reaching Normal Retirement Age (age 60) you will have a continuing right to elect to receive a distribution of all or a portion of your vested Account balance.

After Your Employment Ends

Your vested Account balance will become payable to you when your employment ends for any reason, including death. Generally, your benefit will be payable to you through the following distribution options:

- In a single lump-sum payment.
- In installment payments.
- As a partial withdrawal.
- As a rollover distribution to an IRA or other employer's qualified plan, 403(a) plan, 403(b) plan or governmental 457(b) plan (as permitted under applicable Code Minimum Required Distribution rules).

Depending on the type of contributions you made to the Plan, you may be subject to federal income tax and possibly state income tax if you receive a distribution that is not rolled over to another employer's retirement plan or to an IRA.

In order for your Roth Contribution Account to be distributed completely tax-free, the distribution must generally be taken at least five tax years after your first Roth Contribution and after you have attained age 59½ or become Disabled or die. Please consult your tax advisor for more information on the tax treatment of Roth distributions.

See <u>Tax Implications Of Payments</u> for the tax consequences associated with these payment options.

To request a distribution of your vested Account balance, please contact Fidelity at 1-800-835-5095 or log on to the Fidelity NetBenefits® website at www.netbenefits.com.

In The Event Of Your Death

In the event of your death, your Beneficiary is entitled to your vested Account balance. If you are married, your Spouse will be the Beneficiary of 100% of your vested Account balance. Your Spouse can waive his or her death benefit in writing with notarized signature, in which case you can name another Beneficiary(ies) to receive 100% of your vested Account balance. In the event of your death, your Beneficiary will need to contact Fidelity at 1-800-835-5095 or Trident Seafoods at 206-783-3818 x1779 and be able to provide proof of your death for payment.

If You Terminate Employment

If you terminate employment, you will be entitled to receive your vested Account balance, or you may be eligible to leave your vested Account balance in the Plan.

If you terminate employment and are eligible to receive your vested Account balance in the future, it is your responsibility to keep the Plan Administrator informed whenever your address changes or you need to change your Beneficiary, even though you may not yet be receiving payments. Important information about the Plan and your Account may be mailed to you from time to time. Failure to keep the Plan Administrator informed of your current address (or the name and current address of your Beneficiary) could delay the receipt of your Plan benefits. You may change your address or your Beneficiary by contacting Fidelity at 1-800-835-5095 or by logging on to the Fidelity NetBenefits® website at www.netbenefits.com.

If you have an outstanding loan, you may continue to make repayments after you terminate employment, provided you do not take a full distribution of your vested Account balance. You may also immediately repay the loan. If repayment is not made by the end of the calendar quarter following the calendar quarter in which the repayments were discontinued, the unpaid portion of your loan will be treated as a deemed distribution and will become subject to income taxes and applicable Code penalties. Contact Fidelity at 1-800-835-5095 for further information.

Once you reach your Normal Retirement Age and have incurred a Severance from Service, you may delay distribution of your benefit until it is required to begin, as explained in the <u>Minimum Required Distribution (MRD)</u> section of this SPD.

Payment Of Your Accounts

When you become eligible to receive a distribution, you can request that a complete distribution of your vested Account balance be paid to you in a single lump-sum cash payment, in a series of installment and/or periodic payments or as rollover to an IRA, an employer's qualified plan, a 403(a) plan, a 403(b) plan, or a governmental 457(b) plan, where permissible.

Because of the significant tax consequences of any payment made from the Plan (as outlined in the <u>Tax Implications Of Payments</u> section of this SPD), we encourage you to seek advice from a qualified tax advisor about the timing and method of your distribution before making a decision. Once elected, your Plan distribution option cannot be modified.

To request a distribution please contact Fidelity at 1-800-835-5095 or log on to the Fidelity NetBenefits® website at www.netbenefits.com.

Timing Of Payment

You must generally request a distribution in order for your vested Plan benefit to be paid. Different distribution options are available depending on your vested Account balance:

Vested Account Balance	Payment Method and Options	
Greater than \$5,000	You will need to consent to the distribution. This consent must be received within a 180-day period ending on the date you elect to receive the distribution. Your distribution will be made as soon as administratively possible after you provide consent.	
Greater than \$1,000 but not greater than \$5,000	You will be notified and if you do not respond, your entire vested Account balance will be rolled over to an IRA.	
\$1,000 or less	You will be notified and if you do not respond, your entire vested Account balance will be distributed as a lump sum cash payment.	

Contact Fidelity at 1-800-835-5095 for more information concerning the Plan's automatic rollover provisions, fees, and expenses, or to request a distribution.

Minimum Required Distribution (MRD)

You must begin to receive a distribution of your vested Account balance by the later of the following dates:

- April 1 of the year following the year you reach age 72 (age 70½ if you born before July 1, 1949); or
- April 1 of the year following the year you retire.

This type of distribution is also known as a Minimum Required Distribution (MRD).

Please note that any amount treated as an MRD may not be rolled over to an IRA or another retirement plan.

If you continue to work beyond age 72 (age 70½ if you were born before July 1, 1949), you must begin your distributions as of the April 1 of the calendar year following the calendar year in which you incur a Severance from Service.

When you begin to receive a distribution, you may be required to pay a withdrawal fee to initiate your distributions. Please contact Fidelity at 1-800-835-5095 for more information.

If you are a 5% owner of the Employer, you must begin your distributions as of the April 1 of the calendar year following the calendar year in which you reach age 72 (age 70½ if you were born before July 1, 1949), whether or not you continue working.

If you die before your Account distributions begin, your entire balance will be distributed to your Beneficiary in a single lump-sum cash payment no later than December 31 of the calendar year marking the fifth anniversary of your death.

Tax Implications Of Payments

If you elect to receive a single lump-sum cash payment, you will receive the value of your vested Account balance in one payment, less any taxes that are required to be withheld. In addition to any state and local withholdings, federal law requires that the Plan withhold 20% in federal income taxes, and your payment will be reportable as taxable income in the year of the distribution. Your ultimate tax liability may be more or less than the amount of withholding. In addition, if you are younger than age 59½ when you receive a distribution, you may be subject to an additional 10% early withdrawal penalty. However, the 10% penalty tax does not apply if your distribution is made due to your death or disability, or if payment is made to an alternate payee under a QDRO (see the QDRO section of this SPD for additional information). In addition, there are other exceptions to the 10% penalty. You should consult with your tax advisor to determine if any of these exceptions are applicable. Keep in mind that if your benefit is paid to you directly, you can still rollover the payment into an IRA or another employer's retirement plan without penalty if you do so within 60 days (subject to MRD rules).

If your distribution includes your Roth Contributions, the earnings associated with your Roth Contributions are not taxed if paid as part of a qualified distribution. This means that a qualified distribution is tax-free since the Roth Contributions themselves were taxed when you contributed them to the Plan or when you elected a <u>Roth In-Plan Conversion</u>, as described earlier in this SPD. A qualified distribution is generally a payment of Roth Contributions made:

- After the five-calendar year period beginning on the first day of the first calendar year in which you made Roth Contributions to the Plan; **and**
- After you reach age 59½, become Disabled, or die.

Note that if you directly rolled over Roth amounts from a Roth account in another employer's 401(k) or 403(b) plan, this rule will also apply to those amounts if they are paid from the Plan in a qualified distribution. In that case, your five-year period starts with the first year you made a Roth Contribution to the other plan (if that is earlier than the first year you made a Roth Contribution to the Plan).

If you receive a distribution of Roth Contributions and earnings that is not a qualified distribution, any distributed earnings will generally be subject to ordinary income tax and the 10% early payment penalty unless you make a rollover to a Roth IRA or to a designated Roth account in another employer's 401(k) or 403(b) plan. In addition, any taxable amounts you converted will be subject to a 10% penalty if you take a distribution within five tax years of the year of conversion, unless an exception applies, or you roll the amount over (as described above).

If you elect to receive installment payments, your payments will be taxed as ordinary income. You may also elect additional withholding on your payments.

If you elect to roll over your benefit into an IRA, other employer's qualified plan, a 403(a) plan, 403(b) plan or governmental 457(b) plan, you will continue to defer taxes until you withdraw funds from your Account. However, should you roll over all or a portion of your benefit into a Roth IRA, you will be required to pay taxes on the amount deposited into that account. You may also be able to rollover any distribution to a simple retirement account. In addition, if you are required to take an MRD, you may not be able to roll over a portion of your vested Account balance.

When you receive a distribution from the Plan, you will be provided with a Special Tax Notice Regarding Plan Payments as required by the IRS.

Participant Rights

Claims

Claims Procedures

A Participant or Beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact the Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

Review Procedures For Appeal Of An Adverse Benefit Determination

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

Statement Of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

ERISA provides that all Plan Participants will be entitled to:

Receive Information About Your Plan And Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report each year.

Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the Plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you, other Plan Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

Subject to the time limitation described below, if your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

When To Bring An Action In Court

You may file a civil action regarding the denial of an appeal after exhausting all claims and review procedures above. You must file any such civil action, which must be brought through individual arbitration, within 12 months after the date the Plan Administrator issued its final decision on an appeal. Nonetheless, if you do not file a claim or exhaust the claims review process for any reason, any civil action must be filed within 12 months of the date of the conduct at issue in the civil action (which includes, among other things, the date you became entitled to any Plan benefits at issue in the civil action). If you fail to file a civil action within these timeframes, you will lose your right to bring the civil action at any later time.

Other Important Information

Assignment Of Benefits

In general, your Plan Accounts may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish, or otherwise interfere with your Plan Accounts. However, the Plan Administrator must honor any QDRO issued by a court (see the QDRO section of this SPD for additional information). In addition, your Plan Accounts can be reduced if you are convicted of a crime involving the Plan or are ordered to restore monies to the Plan in connection with a violation of the fiduciary provisions of ERISA.

Amendment Or Termination

Trident intends to continue the Plan indefinitely. It does, however, reserve the right to change, modify, amend, or terminate the Plan at any time. Trident also reserves the right to amend or suspend contributions to this Plan or terminate this Plan at any time for any reason without notice. Periodic changes may be required to comply with federal law. However, the Plan cannot be changed or amended in a way that would reduce the amounts you have earned (subject to your investment returns) before the change or amendment.

If the Plan is terminated, you will have a vested, nonforfeitable right to your Plan Accounts, and all funds will be distributed to you or your Beneficiary as soon as administratively feasible under the terms of the Plan.

Pension Benefit Guaranty Corporation (PBGC)

Because the Plan is a defined contribution plan, your Plan Accounts is not insured by the PBGC, a federal insurance agency. The PBGC does not insure benefits under defined contribution plans.

Loss, Decrease Or Delay Of Benefits

Circumstances that may result in a loss or decrease of your Plan Accounts include the following:

- Investment decisions made by you that result in a decrease in the value of your Plan Accounts;
- A QDRO that requires the Plan to set aside all or a portion of your Plan Accounts for payment to your former Spouse or children; or
- Failure to keep the Plan Administrator informed of your current address (or the name, current address, and valid Social Security number of your Beneficiary) could result in the delay of receipt of your Plan Accounts.

Top-Heavy

If the Plan is not a Safe Harbor Plan the following top-heavy rules will be applicable.

The Plan will be a "Top-Heavy Plan" only in Plan Years during which the Plan (in combination with any other Plans of the Employer) provides more than 60% of its benefits for Key Employees. Key Employees include shareholders who own more than 5% of the stock of the company, shareholders who own more than 1% of the company and have income in a Plan Year in excess of \$150,000, and certain officers of the Employer who earn more than \$200,000 (which changes periodically for cost of living).

If the Plan becomes a Top-Heavy Plan in a Plan Year, then all non-key Participants who are employed by the Employer at any time during the Plan Year may receive a "top-heavy minimum contribution." The most that this contribution will be is 3% of Compensation. If you are a Participant in more than one Plan sponsored by the Employer, you are not entitled to a top-heavy minimum contribution under both Plans.

Uniformed Service

Federal law (the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)) gives you certain rights if you voluntarily or involuntarily leave Trident to serve in any of the United States uniformed military services (including the Coast Guard) for active duty or for training. To qualify for these rights, you must give Trident advance written or verbal notice of your upcoming leave for military service. In addition, you must report back to work within certain time periods, depending on the length of your military service.

In addition, if you have borrowed from the Plan when you begin your uniformed service leave, your loan repayment obligations will be suspended during your leave. The term of the loan will be renegotiated upon your return. Last, another law, the Soldiers and Sailors Relief Act of 1940 may require that the Plan reduce the rate of interest that you are charged on your Plan loan while you are in active service. Please contact Fidelity to discuss whether this provision applies to you. Generally, if you are a reservist called to extended active duty, special tax relief and other rules apply to any distributions you receive from the Plan.

Under the Plan, your Plan Accounts will be credited with any Employer Contributions you would have earned during your leave, as long as you also choose to make up your Employee Contributions for that period. Your Employee Contributions must be made up within the lesser of three times the length of your absence or five years.

For more information about reemployment rights for veterans, please contact the Plan Administrator or Fidelity. You can reach Fidelity at 1-800-835-5095 or by logging on to the Fidelity NetBenefits® website at www.netbenefits.com.

Important Administrative Information

Administrative Facts

Trident Seafoods Corporation 401(k) Retirement Plan
001
The Plan is a defined contribution plan.
Employer Administration
January 1 - December 31
Trident Seafoods Corporation 5303 Shilshole Ave. N.W. Seattle, WA 98107 (206) 783-3818
Trident Seafoods Corporation, 47-0702463L.F.S., Inc., 91-0822928
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Trident Seafoods Corporation 5303 Shilshole Ave. N.W. Seattle, WA 98107 (206) 783-3818 x1779
Fidelity Management Trust Company 245 Summer Street Boston, MA 02210
The Plan's agent for service of legal process is the Plan Administrator.

Glossary

These terms have the following meanings when used in this summary.

Account(s) or Plan Account(s): The Plan Administrator maintains an Account for each Participant in the Plan, which may consist of the following subaccounts, as applicable: Pre-Tax Contributions, Roth Contributions, Catch-Up Contributions, Employer Contributions, Rollover Contributions, and any others deemed appropriate by the Plan Administrator.

Beneficiary: Any person or entity entitled to receive a payment upon your death.

Catch-Up Contributions: The additional contributions you may be eligible to elect to make if you are or will be age 50 or older during a Plan Year, provided you have already contributed the maximum amount allowed by the Plan or the Code for the Plan Year. You may make Catch-Up Contributions the same way you make Pre-Tax Contributions or Roth Contributions.

Code: The Internal Revenue Code of 1986, as now in effect or hereafter amended.

Compensation: Is the total sum paid to you by the Employer during a Plan Year that is reported on your Form W-2 (excluding items noted in the <u>Compensation Exclusions</u> table below for the indicated types of contributions). Compensation also includes your Pre-Tax Contributions to this Plan (or any other qualified plan sponsored by the Employer), as well as bonuses (except those described below) and commissions. The law limits Compensation taken into account for Plan purposes to \$305,000 (for the 2022 Plan Year). This limit will be adjusted in the future for cost-of-living increases. During the first year you participate in the Plan, Compensation for the portion of the Plan Year in which you are eligible to participate is included in your Compensation for Plan purposes.

Compensation Exclusions

Contribution Type	Exclusions	
Employee Contributions (Pre-Tax and Roth), and Qualified Nonelective Contributions	Reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, welfare benefits, severance pay received prior to termination of employment, post-severance disability continuation payments, compensation paid to Employees by a related Employer that is not a participating Employer, room and board deductions, housing allowance, non-qualified stock options, room and board refund, tax equalization payments for expatriates, WC maintenance, wellness program payouts, ACH return, imputed income.	
Employer Contributions - other than Employer Safe Harbor Matching Contributions	Reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, welfare benefits, severance pay received prior to termination of employment, post-severance disability continuation payments, compensation paid to Employees by a related Employer that is not a participating Employer, room and board deductions, housing allowance, non-qualified stock options, room and board refund, tax equalization payments for expatriates, WC maintenance, wellness program payouts, ACH return, imputed income, compensation exceeding the amount in effect at the beginning of the Plan Year under the Code.	

Disabled: A physical or mental condition that qualifies you for benefits under your Employer's long-term disability plan or if you are not covered by a long-term disability plan, a physical or mental condition totally and permanently prevents you from engaging in any occupation or employment, as determined by the Plan Administrator.

Employee: Any person employed by the Employer.

Employee Contributions: The contributions you make to the Plan from your eligible Compensation as Pre-Tax Contributions, Roth Contributions or Catch-Up Contributions.

Employer: Trident Seafoods Corporation or L.F.S., Inc.

Employer Contributions: Employer Safe Harbor Matching Contributions.

Employer Safe Harbor Matching Contributions: A matching contribution made on your behalf by the Employer to the Plan based on your Employee Contributions. See Employer Safe Harbor Matching Contributions in the Contributions section of this SPD for specific details.

Entry Date: The date that your participation in the Plan actually begins. This occurs the first day of each month once you have satisfied the eligibility requirements described in the table in the <u>Eligibility</u> section of this SPD.

ERISA: The Employee Retirement Income Security Act of 1974, as now in effect or as hereafter amended.

Fund or Investment Fund: The Investment Funds established by the Plan.

Hour of Service: In general, each hour for which you are paid for the performance of duties for an Employer and each hour for which you are paid on account of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Normal Retirement Age: Age 60.

Participant: A participant is an eligible Employee who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan or a formerly eligible Employee who has an Account balance remaining in the Plan.

Plan: Trident Seafoods Corporation 401(k) Retirement Plan described herein.

Plan Administrator: Trident Seafoods Corporation, which maintains responsibility for operating the Plan.

Plan Document: The formal document that describe the provisions of the Plan, specifically the Trident Seafoods Corporation 401(k) Retirement Plan, as amended and restated effective as of January 1, 2022.

Plan Year: The 12-month period beginning each January 1 and ending on the next following December 31.

Pre-Tax Contributions: The contributions made to the Plan on behalf of a Participant who has elected to reduce his or her eligible Compensation through pre-tax payroll reductions.

Rollover Contributions: The contributions made by a Participant in the form of eligible rollover distributions from another retirement plan or IRA.

Rollover Contributions Account: The Participant's Account to which any Rollover Contribution is credited, made by the Participant and earnings or losses on that contribution.

Roth Contributions: The contributions made by the Employer on behalf of a Participant that are includible in the gross income of the Participant, in lieu of Pre-Tax Contributions.

Roth Contributions Account: The Participant's Account to which any Roth Contributions are credited, made by the Participant and earnings or losses on those contributions.

Roth Rollover Contributions: The Roth Contributions that are rolled into the Plan from another Roth Account of a qualified retirement plan or a rollover IRA.

Roth Rollover Contributions Account: The Participant's Account to which any Roth Rollover Contributions are credited, made by the Participant and earnings or losses on those contributions.

Severance from Service: Occurs on the earliest of:

- The date on which you quit, retire, die, or are discharged; or
- The 12-month anniversary of the date on which you were otherwise first absent from employment.

Spouse: The person to whom a Participant is married for purposes of Federal incomes taxes.

Valuation Date: Any business day on which the New York Stock Exchange is open for business, or any more frequent date designated by the Plan Administrator or a funding vehicle sponsor.

Your Summary Plan Description for Trident Seafoods Corporation 401(k) Retirement Plan

