

Aurion Global

Code of
Conduct for
Suppliers

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Code of Conduct for Suppliers

Purpose

This Code of Conduct for Suppliers (the “Code”) articulates a vision of responsible business behavior and sets forth the business principles that Aurobay requires all its Suppliers to abide by in the course of their business relationship with Aurobay.

The term “Supplier” covers any person or entity (including its directors, officers and employees) that supplies goods or services to Aurobay.

Code of Conduct for Suppliers

Principles

Aurobay is committed to responsible business and intends to demonstrate this commitment to integrity, business responsibility and trust throughout its value chain.

Therefore, Aurobay expects the same level of commitment from its Suppliers. By entering into a business relationship with Aurobay and during the term of this business relationship, Aurobay are required to:

- conduct their business in compliance with applicable laws and regulations (which requires Suppliers to maintain awareness regarding these laws and regulations) and with the principles stated in this Code; and
- ensure that their employees and subcontractors are made aware of and comply with applicable laws and regulations and with the principles set forth in this Code; in particular, Suppliers are expected to choose the suppliers they retain in relation with Aurobay business with appropriate due diligence, communicate the principles set out in this Code (or equivalent principles) to their suppliers and ensure compliance with these principles.

This Code covers Aurobay's requirements and expectations on its Suppliers when it comes to protecting working conditions and human rights, caring for the environment and doing business with integrity (including a zero-tolerance policy for bribery and corruption). There may be instances when the principles set forth in this Code differ

from local law or customs in a particular country. If that is the case, and local law or customs impose higher standards than those set out in this Code, local law and customs should always apply. On the other hand, if this Code provides for a higher standard, the Code should prevail, unless this results in illegal activity.

This Code includes requirements that are based on internationally recognized principles that Aurobay strongly supports, such as:

- internationally proclaimed human rights conventions, in particular the International Bill of Human Rights, the eight core conventions of the International Labour Organization and Article 32 of the United Nations Convention on the Rights of the Child, as well as the United Nations Guiding Principles on Business and Human Rights;
- the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the OECD Guidelines for Multi-national Enterprises.

In addition to this, Aurobay also supports the United Nations Global Compact initiative, which is a strategic policy initiative for businesses that are committed to aligning with ten universally accepted principles in the areas of human rights, labor, environment and anti-corruption.

Code of Conduct for Suppliers

Aurobay's expectations from its suppliers

Suppliers are required to meet all of the following requirements in the course of their business relationship with Aurobay, and we expect them to be managed professionally and systematically.



A: Working Conditions and Human Rights

We expect our suppliers to:

- provide their employees with working conditions in line with international labor standards, in particular with the eight core conventions of the International Labour Organization; and
- respect and promote internationally proclaimed principles for human rights, including children's rights.

Aurobay supports the requirements of the International Labour Organization (ILO) and expects its Suppliers to adhere to and respect the ILO standards.

Child Labor

Suppliers shall work to prevent all forms of child labor. Under no circumstances should employment be offered to a person younger than 15 years of age (or 14 where the national law so allows) or younger than the countries legal minimum age, if higher than 15.

Forced Labor

There can be no forced labor of any kind relating to Aurobay's business, products and services. Therefore, Suppliers must not use forced labor, regardless of its form. This prohibition includes debt bondage, trafficking and other forms of modern slavery.

Terms of Employment

Suppliers must guarantee that the working conditions for their employees comply with all applicable legal requirements. In addition, each employee should have the right to receive written information, in a language that they can easily understand, specifying their terms of employment.

Wages and benefits

Suppliers shall pay employees wages and benefits that meet or exceed the legal minimum standards, collective bargaining agreements or appropriate prevailing industry standards, whichever is higher.

Deductions are accepted only in accordance with applicable law, regulations and collective bargaining agreements. Deductions from wages as a disciplinary measure shall not be permitted.

Information about wages and benefits must be available to all employees, in a language that they can understand, timely and in accordance with applicable laws.

Aurobay recommends its Suppliers to provide their employees with a total compensation that is adequate to cover basic needs and enable a decent standard of living. Suppliers are also recommended to systematically strive to ensure fair wages.

Working Hours

Suppliers must comply with applicable legislation regarding working hours (including but not limited to overtime and overtime compensation) and rest rules.

Freedom of Association and Collective Bargaining

Suppliers shall respect the rights of their employees to lawfully form, join or exclude themselves from employer-employee relationship-related associations and to bargain collectively, where permissible by local laws. Suppliers must also ensure that employees are given the opportunity to discuss their working conditions with management without fear of retaliation. also ensure that employees are given the opportunity to discuss their working conditions with management without fear of retaliation.

Health and safety

Safety should always be one of the most important factors in any decision. Suppliers must, at all times, provide and maintain a safe and healthy working environment that meets, and preferably exceeds, applicable standards and legal requirements.

Non-Discrimination and Equal Opportunities

Suppliers must not engage in any form of discrimination based on gender, ethnicity, religion, age, disability, sexual orientation, nationality, political opinion, union affiliation, social background or other characteristics protected by applicable law. All employees must be treated with respect, dignity and common courtesy.

B: Caring for the Environment

Suppliers must ensure that they comply with all applicable environmental laws and regulations. In addition, Suppliers are expected to support Aurobay's commitment to protecting the environment and limiting our overall environmental impact throughout the value chain.

This involves taking a proactive approach towards reducing the environmental footprint of their operations, products and services, including through reducing emissions and conserving resources. In this respect, Suppliers are expected to support the move towards a circular economy. They are also expected to put similar environmental expectations on their own supply chain.

General expectations

Suppliers are expected to have:

- an environmental management program, which monitors the use of resources to ensure efficiency; identifies and mitigates any related risks; and allows them to continuously improve their environmental performance;
- an open dialogue with Aurobay on environmental matters, and cooperate with them to improve our, as well as their own, performance. Suppliers should also be transparent and provide Aurobay with any necessary environmental data, when requested;
- procedures in place to manage environmental performance of Supplier's own suppliers;





- procedures in place to communicate environmental performance with relevant stakeholders and affected parties, when applicable.
- Environmental impact of Suppliers' operations
- Where relevant, Suppliers are expected to perform activities that aim at reducing their environmental impact, including but not limited to:
 - Reducing Greenhouse Gas Emissions occurring in their own operations, as well as their wider value chain;
 - Increasing energy efficiency and their use of renewable energy;
 - Air quality control & emissions management;
 - Supporting the reduction of waste, through reuse & recycling, and the provision of sustainable material;
 - Water quality & consumption management;
 - Ensuring the safe management of chemicals used in operations and products.

Responsible Sourcing of Minerals and Metals

Suppliers are expected to use only minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses, unethical business conduct (e.g. corruption), environmental damage or funding for conflicts.

Suppliers are expected to ensure that they and their suppliers exercise due diligence within their operations to ensure metals and minerals are responsibly sourced and traded. They should make available these due diligence measures to Aurobay upon request.

Suppliers are also required to fully support and co-operate with Aurobay's efforts to secure full transparency and traceability of their 3TG and cobalt supply chain.

Precautionary Principle

Aurobay also expect Suppliers to always apply the precautionary principle, which means that they are expected to always take precautionary measures whenever there is reason to believe that a potential action may negatively impact the health or safety of a person, society or the environment.

C: Business Integrity

As the business relationship between Aurobay and its Suppliers must be based on trust, transparency, honesty and accountability, Suppliers are expected to conduct their business ethically and with the utmost integrity, which includes:

Anti-Corruption

Suppliers and their subcontractors must conduct their operations and transactions in compliance with applicable laws and regulations relating to anti-bribery and anti-corruption. In line with Aurobay's zero tolerance for bribery and corruption, Suppliers and their subcontractors shall never engage in, or tolerate, any act or omission that could possibly be construed as a form of bribery or corruption.

Consequently, Suppliers must ensure that they do not offer or receive any form of inappropriate benefit (gift, favor or hospitality) with the intention to improperly influence a business decision, whether it involves government officials or private individuals. Suppliers are encouraged to pay particular attention to the following situations that are usually considered riskier when it comes to bribery and corruption:

- interactions with public officials: certain stricter rules apply when dealing with public officials; for example, facilitation payments are always forbidden;
- use of intermediaries, in particular agents: many cases of bribery involve third party intermediaries (sales consultants, agents, brokers, etc.) that may use part of their remuneration to provide bribes; intermediaries must be chosen on the basis of appropriate selection criteria and due diligence;
- donations to charity, associations or political parties and sponsoring activities: these activities can be routes for bribery and corruption.

As a principle, Aurobay expects its Suppliers to refrain from providing gifts, favors or hospitality to Aurobay directors, officers and employees. In all cases, social amenities offered by Suppliers to Aurobay employees:

- cannot be intended to improperly influence the recipient's business judgement or create the appearance of doing so;
- must be customary and appropriate business courtesies, i.e. they should not embarrass Aurobay or harm its reputation;
- must be reasonable in value and frequency.

Should a Aurobay employee ask for any improper payment or incentive in breach of this Code, Suppliers are expected to notify Aurobay in accordance with section E below, even if the request is denied.

Suppliers are also expected to ensure that all their reports, records and invoices are accurate and complete, and that they contain no false or misleading information.

Conflict of Interest

Any situation that may involve a conflict of interest, or the appearance of a conflict of interest, between Aurobay and its Suppliers must be avoided: the professional judgement, performance or decision-making ability of an employee of Aurobay or of the Suppliers must remain independent from considerations that do not involve the business at hand and cannot be (or seem to be) influenced by private interests.

Consequently, the interest of Aurobay and/or the Supplier on the one hand and the personal interests of their respective employees (or those of a relative, a friend or a close relation) on the other hand must be kept separate.

Suppliers are expected to notify Aurobay in accordance with section E below if:

- a Supplier's director, officer or employee (or any of their relatives) has a personal relationship (e.g. is a family member or a friend) with an Aurobay employee who is in a position to make (or influence) decisions which may benefit the Supplier's business; or
- an employee of Aurobay (or their family members) has any sort of involvement in, or financial ties with, a Supplier.



Similarly, Aurobay employees are required to disclose to their manager any potentially conflicting relationship with, and/or interest in, a Supplier before making a business decision or recommendation regarding said Supplier.

Fair Competition and Business Practices

Aurobay strives to act at all times as a fair and responsible market participant and expects the same from its Suppliers. Thus, Suppliers are required to comply with applicable competition laws and regulations (also referred to as anti-trust laws).

In particular, Suppliers must refrain from entering into any understanding or agreement that would hinder competition either with their competitors or with their own suppliers. This applies to any arrangement that influences prices, terms of sales (including discounts), strategies or customer relations, markets, market shares, customers or territories (particular care is expected regarding the participation of Suppliers in tender procedures). This also applies to the exchange of sensitive information or to any other conduct that unlawfully restricts or may restrict competition.

Should a Supplier have interactions with a competitor of Aurobay, Supplier must not share any of Aurobay's sensitive information with the competitor and vice versa, even via third parties.

Suppliers are also expected to compete fairly and ethically for all business opportunities. They must ensure that all statements, communications and representations to Aurobay are accurate and truthful.

Trade Sanctions and Export Control

When conducting business with Aurobay, Suppliers are required to comply with all trade sanctions that are applicable to Suppliers and with all relevant export control laws and regulations.

Trade sanctions restrict trade and financial transactions with certain countries, companies, organizations and individuals, while export controls restrict the export and re-export of certain "controlled" goods, software, and technology without the required licenses or other authorization from the relevant authority. Violation of these rules may expose Aurobay to significant penalties and other adverse consequences.

Furthermore, Suppliers must (as applicable):

- not (a) be designated as a Listed Person or (b) engage in any conduct that could reasonably be expected to cause them to be designated as a Listed Person;
- refrain from (a) conducting any business activity, directly or indirectly, with any Listed Person, including by supplying to Aurobay items sourced from a Listed Person, (b) conducting any business activity prohibited or restricted under trade sanctions or export control laws applicable to Aurobay, or (c) engaging in any transaction that evades, or attempts to violate restrictions under any trade sanctions or export control laws applicable to Aurobay;
- maintain necessary export or re-export licenses or other authorizations for all goods, software and technology supplied to Aurobay; and

- provide to Aurobay all information and documentation necessary to support Aurobay's compliance with relevant export controls when exporting or re-exporting goods, software or technology.

Protecting Aurobay's Confidential Information and Intellectual Property

Aurobay may share confidential information and/or intellectual property elements with its Suppliers in the course of their business relationship.

Suppliers are required to handle Aurobay's confidential information in accordance with the confidentiality provisions in place and in particular:

- protect Aurobay's confidential information from improper disclosure, theft or misuse by taking all adequate steps to safeguard such confidential information;
- only disclose Aurobay's confidential information to their directors, officers and employees with a legitimate "need to know";
- not to share Aurobay's confidential information with a competitor of Aurobay, unless Aurobay has given prior written consent;
- report in accordance with section E below any loss of, or unauthorized access (by a director, officer or employee who does not have a need-to-know or a third party) to Aurobay's confidential information; and
- at the end of the business relationship, handle confidential information in accordance with the confidentiality provision in place and recognize that

confidentiality obligations survive the end of the business relationship.

If they have access to Aurobay's intellectual property in the course of the business relationship, Suppliers are required to handle such intellectual property in the same way and in particular protect it from improper disclosure, theft or misuse at all times.

Data Protection

Suppliers are required to comply with applicable data protection laws and regulations (also referred to as privacy laws) when processing Personal Data in relation to their business with Aurobay.

"Personal Data" is defined as any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as: a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

In addition, Suppliers performing a processing activity on behalf of Aurobay are required to comply with the agreed upon specific contractual provisions. In particular, Suppliers have a responsibility to protect personal data from improper disclosure, theft or misuse at all times and must immediately report to Aurobay any incident that involves Aurobay's Personal Data.



D: Audit Right

In addition to any audit right set out in any agreement entered into with Aurobay, Suppliers agree:

- that Aurobay (either directly or through an independent third party appointed for that purpose) may verify and assess their compliance with this Code by conducting an audit at any time, subject to prior written notice. If Aurobay reasonably believes that prior notice will interfere with Aurobay verifying whether the Supplier has complied with its obligations or undertakings under the Code, Supplier will permit an audit without prior notice.
- to provide Aurobay with all relevant information and allow Aurobay and its representatives access to their premises for the purpose of performing such audit.

E: Grievance Channel and Cooperation

Aurobay encourage Suppliers to ask questions regarding this Code and are required to promptly raise concerns in case of suspected non-compliance with applicable criminal laws and regulations, or with the requirements under this Code.

Suppliers are expected to collaborate with Aurobay in case of investigation and are expected to not retaliate against anyone who reports suspected business misconduct.

We encourage you to promptly discuss any concern or suspected misconduct. We want you to always feel safe to raise any concerns or questions, without any fear of retaliation. Please report any conduct that is believed, in good faith, to be an actual or potential violation of laws or our Code of Conduct and our corporate policies or directives. Where you are not comfortable to report to your Aurobay contact or where your report has not been adequately addressed, you are advised to report to a manager of higher rank, our Whistle blow Function or the Legal Department. <https://visselblasing.trustheart.se/aurobay>

F: Consequences of violations

Suppliers agree that a breach of any of their obligations or undertakings under this Code is a material breach of contract, and may (in Aurobay sole discretion) result in:

- the Supplier having to take necessary remedies, including to pay damages and implementing appropriate corrective actions within a reasonable time, so as to remedy the violation and to prevent similar occurrences in the future; and
- Aurobay taking actions against the violating Supplier, up to immediate termination of the business relationship, upon written notice to the Supplier.

Aurobay

This Code shall not be construed as an employment contract and does not give anyone any right to continued employment by Aurobay.

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