

SUPPLIER STANDARDS

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ABOUT THESE SUPPLIER STANDARDS

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to the OM Group. These core principles are reflected in these Supplier Standards, which establish the minimum standards and behaviours that must be met by any entity that supplies products or services to the OM Group.

DEFINITIONS AND SCOPE

In these Supplier Standards:

Material means any product, goods or similar offered to OM Group by a Supplier.

OM Group means Open Mineral AG with registered number CHE-197.320.561 and registered address at Lindenstrasse 4, 6340 Baar, Switzerland or any affiliate, subsidiary or group company.

Representative means the Supplier's suppliers, vendors, agents, and subcontractors who form part of OM Group's supply chain.

Supplier means a body corporate, partnership or individual that provides goods or services to the OM Group.

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business including but not limited to sourcing Material.

WHO MUST COMPLY WITH THESE SUPPLIER STANDARDS?

The Supplier shall comply with these Supplier Standards and shall ensure that its Workers are aware of these Supplier Standards and comply with it.

SUPPLIER'S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements of these Supplier Standards.
- It will assist OM Group with any reporting obligations it has to fulfil relating to supply chain due diligence including but not limited to the Swiss Ordinance on Due Diligence and Transparency in relation to Minerals and Metals from Conflict-Affected Areas on Child Labour.

- It has appropriate systems in place to ensure continuous compliance and demonstrate such compliance.
- Any breach of these Supplier Standards will allow OM Group to terminate its relations with the Supplier with immediate effect.

1. COMPLIANCE WITH LAWS, REGULATIONS AND COMPETING STANDARDS

- 1.1 The Supplier shall operate in compliance with all applicable laws and regulations from time to time in force, including laws and regulations relating to issues addressed in this Code.
- 1.2 Competing standards shall be addressed as follows:
 - If there is a conflict between any applicable laws or regulations, the provisions of an agreement with OM Group and the provisions of these Supplier Standards, the Supplier shall meet the most stringent standard.
 - If there is conflict between the provisions of an agreement with OM Group and the provisions of these Supplier Standards, the Supplier shall meet the more stringent standard.

2. UPDATING THESE SUPPLIER STANDARDS

OM Group may modify these Supplier Standards from time to time at its sole discretion and as published on its website.

3. WORKFORCE ISSUES

- 3.1 **Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 3.2 **Human rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.
- 3.3 **Equal opportunities.** OM Group is an equal opportunities employer and seeks to work with like-minded suppliers. Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than a Worker's ability to perform the job subject to any accommodations required or permitted by law.
- 3.4 **Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.
- 3.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws, relevant where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

- 3.6 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- a) the minimum wage and benefits established by applicable laws;
 - b) collective agreements;
 - c) industry standards; and
 - d) an amount sufficient to cover basic living requirements.

4. DATA PROTECTION AND INFORMATION SECURITY

- 4.1 The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data from OM Group or on OM Group's behalf.
- 4.2 The Supplier shall have in place appropriate measures to:
- a) protect the integrity and confidentiality of information (including information belonging to or supplied by OM Group) held on its systems (which include physical and online or electronic systems); and
 - b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

5. ENVIRONMENTAL RESPONSIBILITY

- 5.1 The Supplier shall ensure that:
- a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
 - b) the Material it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
 - c) it will only use packaging materials that comply with all applicable environmental laws and treaties.
- 5.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:
- a) an assessment of the environmental impact of all historical, current and likely future operations;
 - b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
 - c) measures to reduce the use of all raw materials, energy and supplies; and
 - d) raising awareness and training workers in environmental matters.

6. BRIBERY AND CORRUPTION

The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023). To that end, the Supplier shall not:

- a) Accept, offer, promise, pay, permit or authorise:

- i. bribes, facilitation payments, kickbacks or illegal political contributions;
 - ii. money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - iii. any other unlawful or improper payments or benefits.
- b) Engage in any fraud, including but not limited to any fraud offences listed in Schedule 13 to the Economic Crime and Corporate Transparency Act 2023;
 - c) Evade or facilitate the evasion of tax by another person anywhere in the world.

7. UNFAIR BUSINESS PRACTICES

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

8. PROCURING AND MANAGING REPRESENTATIVES

- 8.1 The Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of OM Group's upstream supply chain. Due diligence must include the following as a minimum:
 - a) investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
 - b) risk assessments for countries from which materials, components or finished goods are sourced; and
 - c) the prospective Representative's ability to meet the requirements and principles that are covered in these Supplier Standards.
- 8.2 In its dealings with Representatives, the Supplier shall:
 - a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements; and
 - b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements.

9. TRAINING

- 9.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of these Supplier Standards.
- 9.2 The Supplier shall keep a record of all training offered and completed by its Workers and shall make a copy of such record available to OM Group on request.

10. CERTIFYING COMPLIANCE AUDIT

10.1 At OM Group's request, the Supplier shall provide written confirmation that it has appropriate systems in place to monitor its compliance with these Supplier Standards and that it is able to comply with the provisions set out herein for the duration of its relationship with OM Group.

10.2 In addition to the written confirmation, OM Group may conduct audits and inspections to verify the Supplier's compliance with these Supplier Standards.

OM Group has no obligation to conduct such audits or inspections.

11. SELF-MONITORING AND REPORTING BREACHES

11.1 The Supplier shall monitor its compliance with these Supplier Standards and shall report any breaches (actual or suspected) of these Supplier Standards as soon as possible to compliance@openmineral.com.

11.2 The Supplier shall not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of these Supplier Standards or questionable behaviour, or who has sought advice regarding these Supplier Standards.

12. BREACH, REMEDIATION AND TERMINATION

12.1 Where OM Group becomes aware of a breach of these Supplier Standards by the Supplier or its Workers, OM Group may either:

- a) immediately terminate its business relationship with the Supplier (including any contracts); or
- b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with these Supplier Standards, and present it to OM Group within 10 (ten) days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, OM Group may immediately terminate its business relationship with the Supplier (including any contracts). OM Group may in its absolute discretion provide the Supplier with support and resources to assist with remediation. OM Group may also suspend the business relationship with the Supplier while remediation is ongoing.

12.2 Where OM Group becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under these Supplier Standards, were they bound directly by it, OM Group may either:

- a) terminate its business relationship with the Supplier (including any contracts); or
- b) require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, OM Group may immediately terminate its business relationship with the Supplier (including any contracts). OM Group may in its absolute discretion provide the Supplier and Representative with support and resources to assist with remediation.] OM Group may also suspend the business relationship with the Supplier while remediation is ongoing.]

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