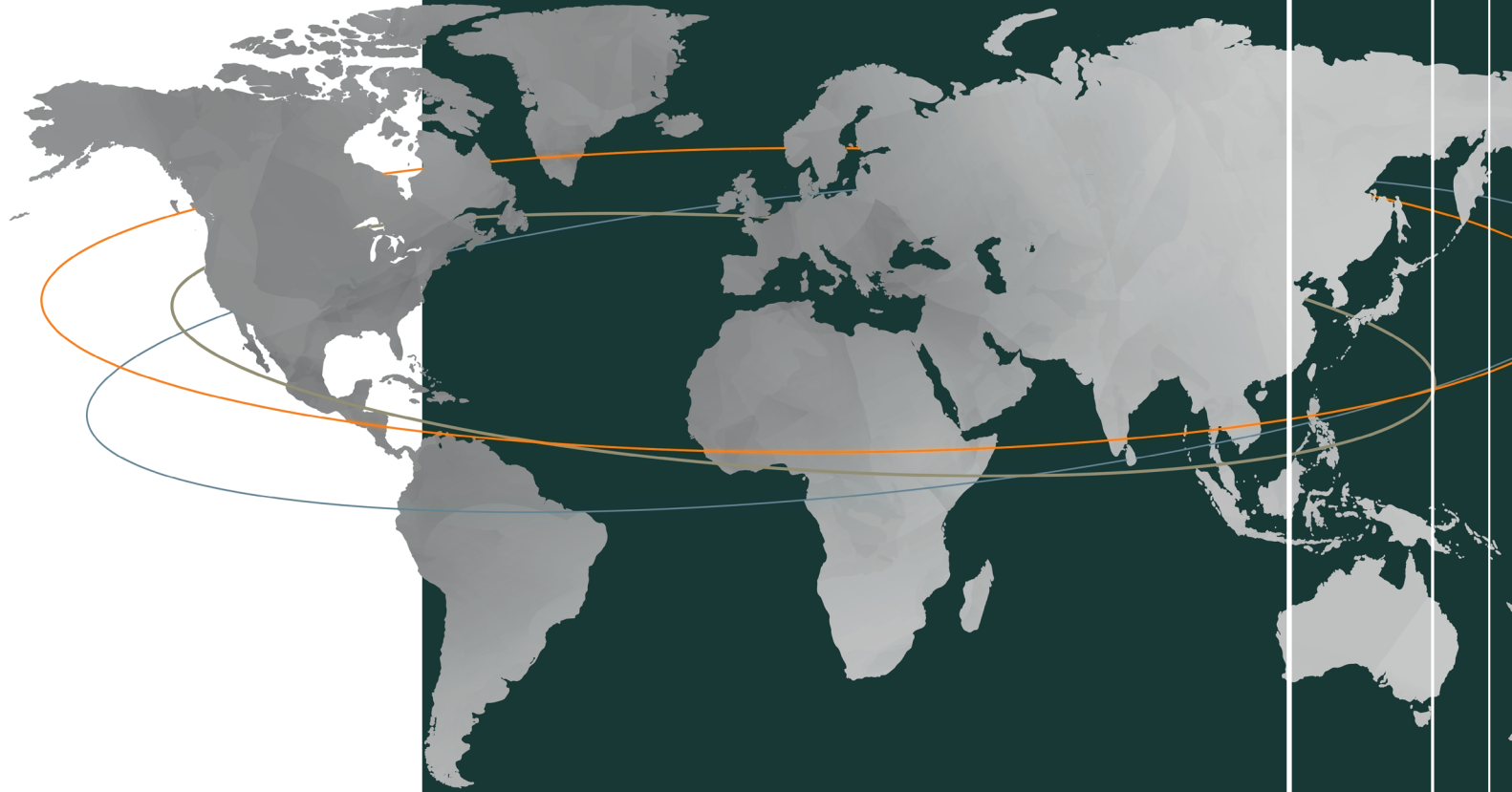


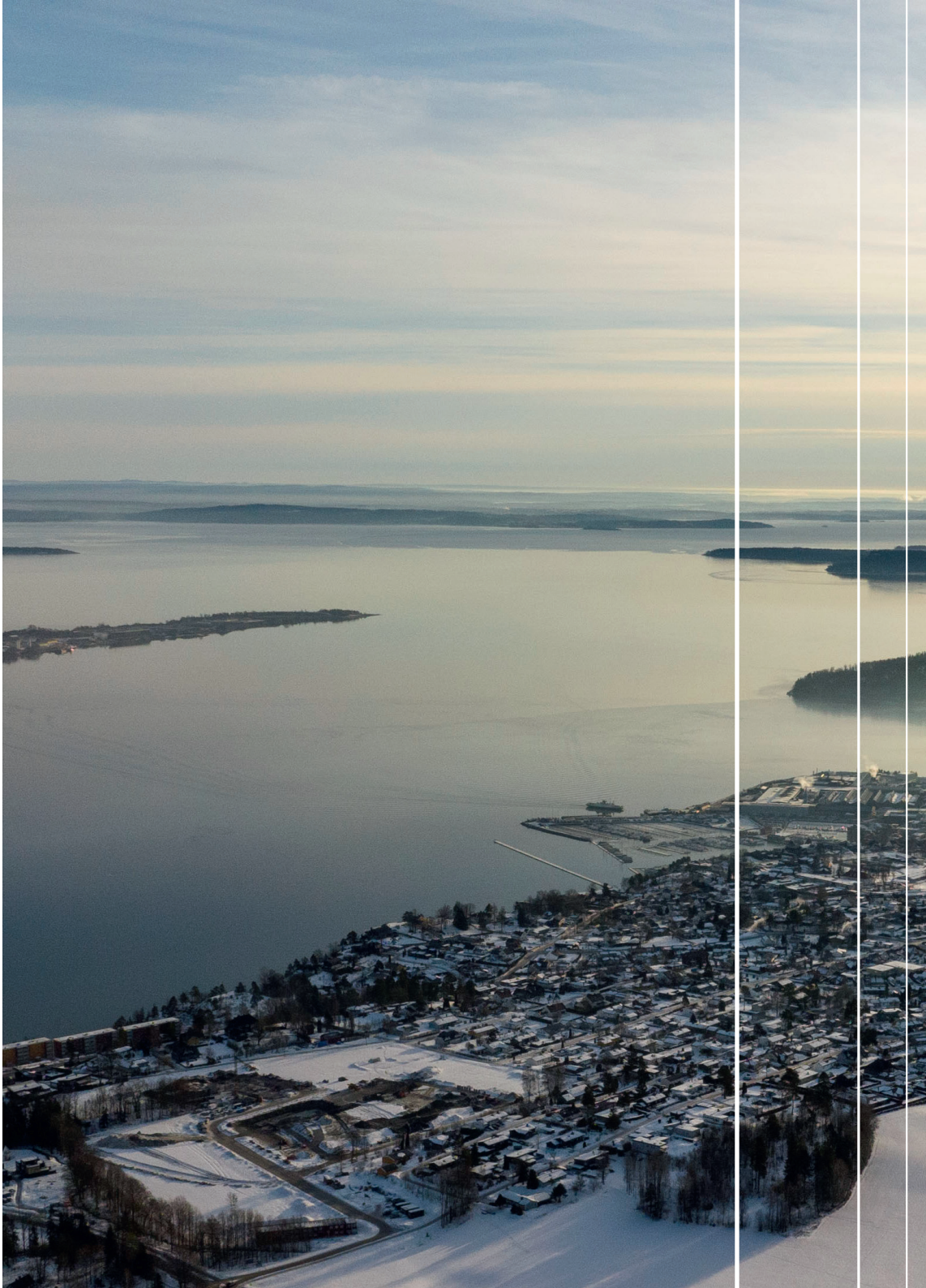


Supplier Code of Conduct



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Speira – February 2024

Speira Supplier Code of Conduct



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Introduction

Speira¹ aims to be a robust and profitable industry leader based on innovation and sustainability. We recognize our impact on the environment and society through our local operations, and we are working continuously to improve the overall footprint of our operations. To accomplish this, we are guided by international standards and guidelines set out by global organizations, such as the United Nations (UN), International Labor Organization (ILO) and the Aluminium Stewardship Initiative (ASI). Our vision is to be the

benchmark in sustainability, and we expect our suppliers and business partners to play a key role in this vision.

This Supplier Code of Conduct covers Speira's entire supply chain, including suppliers (all tiers), vendors, contractors, traders, consultants and agents (hereafter Supplier). The requirements set out in this Supplier Code of Conduct reflect Speira's core values – Trust, Drive, Share, and our internal Code of Conduct. Speira's Suppliers and

business partners are encouraged to review the internationally recognized principles indicated above and to integrate the requirements and guidelines into their individual operations and value chains.

Speira's suppliers & business partners shall always as a minimum comply with all applicable laws and regulations.

¹ "Speira" shall be understood as Speira BidCo II AS and its wholly owned subsidiaries as well as Speira Midco GmbH & Co. KG and its wholly owned subsidiaries.

Speira Supplier Code of Conduct – Environment

Compliance & Risk Reduction

Supplier shall ensure that their operations are compliant with the environmental laws, regulations, legal agreements and permits relevant to the geographic locations of its facilities, while also demonstrating an established methodology for identifying and mitigating its material environmental risks. This is best accomplished through certified management systems, such as ISO14001, ISO 45000, ISO 50001 or EMAS, accredited by a third party.

Decarbonization

Supplier shall clearly illustrate a commitment to decarbonize their operations (Scope 1 & 2 GHG Emissions) through potential measures such as efficiency & technological improvements and the use of renewable energy. To support Speira's own decarbonization ambitions, it is recommended that suppliers and business partners establish decarbonization roadmaps in line with the Paris Agreement's 1.5-degree scenario and adapt science-based targets.

Resource & Energy Conservation

Supplier shall seek to implement environmentally friendly technologies and processes, including re-use and recycling initiatives to minimize levels of resource consumption (including energy, water and other natural resources) and generated waste.

Emissions

Supplier shall minimize sources of emissions resulting from local operations such as noise, air and water, through the use of Best Available Technologies (BAT).

Biodiversity, Land Use & Remediation

Supplier shall work to reduce the impact of their operations to protect local biodiversity, and where applicable reduce deforestation, land use and any associated eviction of inhabitants. In the case of soil or ground water contamination, suppliers are expected to work with local officials and communities to remediate the effects.

Hazardous Substances

Supplier shall responsibly manage hazardous substances and where possible, substitute such substances with an environmentally friendly alternative.



Speira Supplier

Code of Conduct –

Social

Human rights

Supplier shall respect and support individual and collective human rights within their own operations and supply chain. Supplier shall take appropriate action to assess, prevent and remedy potential adverse impacts on human rights in a manner that is consistent with international instruments on human rights.

Working Hours

Supplier shall comply with applicable laws, regulations and international industry standards on working time, including overtime working hours, public holidays and paid vacation.

Child labour

Supplier shall not employ children below the age of 15 or any higher minimum age for employment according to applicable laws. Young workers below the age of 18 shall not undertake any hazardous work. If any child is found working at the premises of the supplier and it is not according to the exceptions in the ILO convention on child labor (No. 138), steps shall immediately be taken to remedy the situation in accordance with the best interests of the child.

Forced labour

Supplier shall ensure that neither forced labor exists or other forms of modern slavery in the sense of servitude and work performed under force or human trafficking are tolerated (ILO 29). Supplier shall not employ personnel against their will or require personnel to lodge identity papers or deposits (financial incl. recruitment fee or otherwise) as a condition of their employment. All personnel shall be free to leave their employment after giving reasonable notice.

Freedom of association and right to collective bargaining

Supplier's personnel shall have the right to freedom of peaceful assembly and association, and no one may be compelled to belong to an association. Supplier shall respect the personnel's right to participate in unions and being represented in collective bargaining agreements in line with applicable laws and ILO Conventions, with no threat of retaliatory action. In countries where applicable law restricts these rights, alternative means of association for personnel shall be supported.

Employment conditions

Supplier shall ensure that their personnel are provided with a written description of terms and conditions of employment in a language they understand. Wages and benefits paid for a standard working week shall as a minimum meet national legal or industry standards, whichever is higher. Wages should be enough to cover basic needs and provide some discretionary income. Payments are to be made timely, in legal tender and fully documented.

Non-discrimination and equal opportunities

Supplier shall not support any form of discrimination or harassment including, but not limited to race, color, gender, sexual orientation, language, religion, political or other opinion, national or social origin. Supplier shall promote equality of opportunity or treatment in employment and occupation. All personnel shall be treated with respect and dignity, and the Supplier shall not tolerate any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination gestures, language or physical contact that is sexual, coercive, threatening, abusive or exploitative.

Diverse and inclusive culture

Supplier shall take care of diverse and inclusive work culture including a workforce with a rich variety of, for example, backgrounds, skills, races, nationalities, genders and culture. All people must be respected for their individual abilities and views. Supplier shall not tolerate any form of harassment or discrimination including but not limited to harassment or discrimination based on gender, race, colour, religion, political views, union affiliation, ethnic background, disability, sexual orientation, veteran status or marital status.

Local communities

Where relevant for the Supplier's operations, the rights and integrity of local communities, indigenous peoples or other traditional groups shall always be respected. Supplier shall respect rights such as culture, customs and heritage of local communities. Supplier shall minimize resettlement of people by considering feasible project alternatives. For work that may have significant impact on land areas inhabited or used by indigenous peoples or other traditional groups, Supplier shall consult and cooperate with the people concerned in line with ILO convention 169.

Security forces

Supplier shall operate in line with the Voluntary Principles on Security and Human Rights when involved with public or private security providers.

Conflict minerals

To the extent applicable to Supplier's operations, there shall be a written policy and procedure in place to avoid knowingly acquiring conflict minerals, which prevents the potential financing of conflicts and/or commission of, or toleration of, profiting from, or contributing to, serious human rights abuses and violations in the extraction, transportation, and trade of minerals, such as widespread sexual violence, war crimes or other serious violations of international humanitarian law, crimes against humanity, or genocide.

Whistleblowing routine

Supplier shall ensure routines for personnel to raise concerns or request information related to their business operations.

Health & Safety

Supplier shall secure a healthy and safe working environment for all its personnel and follow prevailing regulatory standards and industry norms to minimize health and safety risks. This shall include compliance to applicable laws and regulations, international standards and the ILO Conventions on Occupational Health and Safety. Supplier shall ensure that its personnel understand the hazards and safe practices for their work, and authority to refuse or stop unsafe work. Whenever necessary personnel are to be provided with, and instructed to use, appropriate personal protective equipment. Supplier shall provide adequate and regular training to ensure that personnel are adequately educated on health and safety issues. Where Supplier provides accommodation for their personnel or sub-suppliers' personnel, it shall be clean, safe and meet the basic needs of the personnel, and, where appropriate, for their families.



Speira Supplier

Code of Conduct – Governance

Corruption and bribery

Under no circumstances Supplier's business decisions may be influenced by the acceptance of an advantage or the granting of an advantage. Supplier shall not initiate or encourage facilitation payments. Supplier shall not engage or be complicit in, or encourage any activity, practice or conduct that would be an offence under, or breach of, any applicable laws relating to corruption and bribery (directly or indirectly). Supplier implements appropriate counter-measures to prevent described infringements.

Free competition & antitrust

Supplier shall not enter into, seek to enter into or otherwise engage in any form of agreement, arrangement or activity that would be a breach of applicable competition laws and regulations.

Tax, customs and export control regulations

Supplier shall comply with all applicable tax, customs and export control laws and regulations and shall ensure that all exports and imports comply with the applicable regulations.

Money laundering

Supplier shall be firmly opposed to all forms of money laundering and shall take steps to prevent its financial transactions from being used by others to launder money or finance terror. Supplier shall ensure that all transactions are accountable and transparent.

Data privacy and data security

Supplier shall comply with applicable data protection and data security laws and regulations. Supplier shall ensure that appropriate safeguards are in place so that sensitive data is fully protected.

Confidential information

Supplier shall treat all confidential company information as confidential and not disclose such to unauthorized persons (inside and outside).

Intellectual property

Supplier shall not use or offer any counterfeit or copied products. Supplier shall ensure that all its products and services do not violate intellectual property of third parties.

Training

Supplier shall train its managers and relevant employees on a regular basis on the content of this Supplier Code of Conduct, applicable laws, regulations and standards.

Compliance Management System

Supplier warrants it has established an appropriate Compliance Management System that supports compliance with applicable laws, rules and standards.

Risk Management

The partner must inform Speira without being asked about identified risks, potential non-compliance cases and mitigating measures with regard to its direct and indirect suppliers and provide documentation of its due diligence measures on request.

Information on misconduct

Supplier shall contact the whistleblowing system Speira SpeakUp if supplier has any concerns about illegal or improper conduct with respect to the topics named in the Supplier Code of Conduct.

Rights and Duties

1. Audit right: We reserve the right to audit compliance with the standards set out in this Supplier Code of Conduct. We are entitled to conduct an audit of compliance with the standards of this Supplier Code of Conduct or to have such an audit conducted by an auditor. We will give reasonable notice of the audit prior to conducting the audit. For this purpose, Supplier shall

grant us and the auditor access to its business premises during its normal business hours and inspection of and access to all documents, data and systems in connection with the performance of the contracts concluded. Supplier shall be entitled to take appropriate measures to protect its trade and business secrets and to protect the confidentiality of its customer data.

2. Duty to inform: Supplier shall regularly inform us about violations and risks identified in its own business area as well as any measures taken by Supplier and shall inform us whether, when and to what extent these measures were effective.

3. Duty to cooperate: Supplier cooperates with us and supports us to the best of its ability with regard to the termination, avoidance and minimization of relevant risks related to human rights and the environment, in particular in the implementation of necessary preventive and remedial measures.

4. Legal consequences of violating the standards: In the event of serious violations of this Supplier Code of Conduct, we shall be entitled to temporarily suspend the business relationship and, after the fruitless expiry of a grace period, to terminate the contract without notice if the continuation of the contract until its ordinary termination is unreasonable for us. The right to extraordinary termination without granting a grace period shall remain unaffected, as shall the right to claim damages.



References

- [Science Based Target Initiative](#)
- [Paris Agreement – 1.5-Degree Pathway](#)
- [United Nations Sustainable Development Goals](#)
- [Aluminium Stewardship Initiative \(ASI\) Performance Standard](#)
- [Convention on the Rights of the Child](#)
- [International Council on Mining & Metal \(ICMM\) 10 principles](#)
- [ILO core labor conventions](#)
- [Indigenous and Tribal Peoples Convention No. 169](#)
- [OECD Guidelines for Multinational Enterprises](#)
- [UN Declaration on the Rights of Indigenous People](#)
- [UN Declaration of Human Rights](#)
- [UN Guiding Principles on Business and Human Rights](#)
- [Voluntary Principles on Security and Human Rights](#)
- [The Convention on the Elimination of All Forms of Discrimination against Women \(CEDAW\)](#)