

## CORNISH METALS INC.

**For the avoidance of doubt  
this Policy applies to South Crofty Ltd., an indirect subsidiary of Cornish Metals Inc.**

## SUPPLIER CODE OF CONDUCT

### 1. Purpose of this Code

Cornish Metals Inc. and its subsidiaries (the “**Group**”) are committed to acting with integrity and pursue a responsible approach to conducting business. We strive to work with consultants, contractors and other business partners who demonstrate similar values and expect our suppliers of goods and services to engage positively with us on environmental, social and governance (ESG) matters, observe and uphold our position on the relevant aspects of our corporate policies and work towards being able to demonstrate their own responsible business practices. The purpose of this Supplier Code of Conduct (“**Code**”) is to convey a set of core principles developed by the Group to establish the minimum standards that we expect from any entity that supplies goods or services to us.

### 2. Who does this Code apply to?

This Code applies to any company, partnership or individual that provides goods or services to the Group (“**Supplier**”) either as a consultant, contractor or other business partner and any entity or individual whom the Supplier employs, hires or engages, or otherwise uses, including subcontractors, to work on the Group’s premises and associated work locations on our behalf.

The attention of Suppliers and potential Suppliers is drawn also to the Group’s [Procurement Policy](#).

### 3. Responsibility for this Code

While the Board of directors has overall responsibility for this Code, the Chief Financial Officer (CFO) is responsible for the implementation and monitoring of the Code. Furthermore, all Group management and employees are responsible and accountable in their role to ensure that the aims of this Code are met and have an obligation to bring any identified issues forward to management.

### 4. The Code

#### (a) Compliance with laws and regulations

The Supplier shall, in addition to adhering to the standards set out in this Code, comply with applicable laws and regulations in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group. This requirement includes, but is not limited to, the laws and regulations relating to issues addressed in this Code. We expect that our suppliers will hold their own suppliers to the same high standards.

#### (b) Supplier workforce

*Slavery, human trafficking and child labour*

We expect the Supplier to comply with applicable anti-slavery and human trafficking laws, statutes and regulations in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group. This includes, but is not limited to, not supporting or engaging or requiring any forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children.

The Supplier is referred to our [Anti-slavery and Human Trafficking Policy](#) for further information.

#### *Human rights*

We expect the Supplier to respect human rights and comply with applicable laws, statutes and regulations in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group.

#### *Equal opportunities*

The Group is an equal opportunities employer, and we expect that Suppliers will not discriminate in any employment practice other than a worker's ability to perform the job subject to any accommodations required or permitted by law.

The Supplier is referred to our [Diversity, Equality and Inclusion Policy](#) for further information.

#### *Freedom of association and collective bargaining*

We expect the Supplier to respect, and not interfere with, the right of its 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.

#### *Working environment*

The Supplier shall maintain a safe, healthy, and sanitary working environment and comply with applicable jurisdictional and industry-specific health and safety laws, statutes and regulations where the Supplier operates in order to carry out its agreement(s) with the Group. 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. The Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

The Supplier shall also comply with all Group work and site-specific method statements, safety rules and instructions. Where specialised personal protective or other safety equipment is necessary, they will be supplied by the Group with appropriate training provided.

The Supplier is referred to our [Health and Safety Policy](#) for further information.

#### **(c) Data protection and information security**

The Supplier shall comply with applicable data protection laws and requirements in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group, when processing any personal data on the Group's behalf.

#### **(d) Bribery and corruption**

The Supplier shall comply with applicable laws, statutes, and regulations relating to the prevention of bribery and corruption in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group. To that end, in carrying out its agreement(s) with the Group, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (i) bribes 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.

The Supplier is referred to our [Anti-corruption and Bribery Policy](#) for further information.

**(e) Unfair business practices**

The Supplier shall comply with applicable competition laws in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group, including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

**(f) Sustainability**

The Group has made a public commitment to conducting business in a sustainable manner and expects the Supplier and its workers to support this commitment by aligning with the Group's Environmental, Social and Governance (ESG) guiding principles when carrying out its agreement(s) with the Group.

The Supplier is referred to our [Sustainability and ESG Policy](#) for further information.

The Supplier shall comply with applicable environmental laws and regulations in all jurisdictions where the Supplier operates in order to carry out its agreement(s) with the Group. Where the Supplier is required to comply with conditions specified in the Group's site permits, this will be identified to the Supplier by the Group.

Additionally, the Group requires certain verifiable Supplier and worker data to assist with the evaluation of, and reporting on, our ESG performance. Suppliers will be notified of the scope of data required through the Purchase Order process and we expect the Supplier to work constructively with us to produce the required data.

**(g) Training**

The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code, shall keep a record of such training completed by its workers and shall make a copy of such record available to the Group on request.

Where specialised training is required for work at the Group's sites, this will be identified and provided to the Supplier by the Group.

**(h) Self-monitoring, reporting breaches and remediation**

We expect the Supplier to monitor its adherence to the Code and to report any breaches (actual or suspected) of the requirements (identified by the term "shall") of this Code to the CFO as soon as possible after the event.

The Group will strive to work constructively with our Suppliers to achieve adherence to the Code. In the event of a breach, depending on the nature of the breach, the Group may require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to the Group within 14 days of being requested to do so. If the issue is not resolved, the Group reserves the right to terminate its business relationship with the Supplier (including any contracts).

**5. Review**

This Code will be updated over time to maintain alignment with the Group's evolving sustainability programme. As such, the Board shall review this Code annually, at a minimum, and make changes as required. Any such change shall be communicated to the Supplier with at least 28 days' notice in writing (to include email).

**First approved by the Board of Directors of Cornish Metals Inc. on 13 December 2023.**

**Reviewed and approved by the Board of Directors of Cornish Metals Inc. on 12 March 2025.**