

SUPPLIER CODE OF CONDUCT

1. INTRODUCTION

Global Advanced Metals Pty Ltd, an Australian parent company, and its controlled affiliates and subsidiaries (“**Company**,” “**GAM**” or “**we**” or “**us**”) operate in a global marketplace including the U.S., Japan and the European Union. As a supplier of goods and services to us (“**Supplier**”, “**Suppliers**” or “**you**”), we may be expected to ensure your compliance with the laws of these countries even if they are outside the borders of your country.

This Supplier Code of Conduct is intended to provide you expected standards of conduct when conducting business with or on behalf of the Company as a Supplier. We also encourage our Suppliers to review our Core Values and Code of Conduct located at <https://www.globaladvancedmetals.com/code-of-conduct/> (“**Company Code of Conduct**”) as we expect you to comply with these standards, as well as our other applicable Company policies in addition to this Supplier Code of Conduct, when visiting our facilities.

2. RESPONSIBILITIES IN THE WORKPLACE ENVIRONMENT: We expect Suppliers to conduct their operations in accordance with all applicable laws and in accordance with the principles below.

A. Employer Conduct: Suppliers shall comply with all applicable labor, employment, wage and hours of work laws regulating the employer-employee relationship and the workplace environment.

B. Child Labor: Suppliers shall comply with all applicable child labor laws including those establishing a minimum age for employment in their operations. This means, among other things, that the Supplier shall not permit exploitation of children, physical punishment or abuse, or involuntary servitude.

C. Freely Chosen Employment: Suppliers shall comply with all applicable human rights laws, including those prohibiting the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons in their operations. Suppliers’ employees shall work voluntarily, be free to terminate their employment at any time and not be required to surrender any government issued identification, passports or work permits as a condition of employment.

D. Wages and Benefits: Suppliers shall pay their employees in accordance with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.

E. Freedom of Association: Suppliers shall respect the rights of their employees to associate freely, join or not join labor unions, or seek representation in accordance with applicable laws.

F. Safety, Health and the Environment: We are committed to providing a safe and healthy work environment for all of our employees and conducting our activities responsibly to minimize the impact of our operations on the environment as further stated in our Company’s Safety Health & Environment Policy which is located at <https://www.globaladvancedmetals.com/sustainability/>. We expect you to observe these standards when visiting our facilities. If not already in practice, we encourage Suppliers to adopt similar standards at their own facilities and, at a minimum, comply with all applicable laws related to safety, health and the environment.

G. Gifts, Favors and Entertainment: In addition to the requirements related to Bribery and Anti-Corruption in Clause 3(B) below, Suppliers shall comply with our policies regarding gifts, favors,

services or entertainment offered to our employees including, but not limited to, restricting these items that violate applicable laws; create a conflict of interest by obligating or appearing to obligate the recipient to act not in the Company's best interests; are requested or solicited; are in cash, checks, money orders, gift certificates, loans or other cash equivalents.

3. RESPONSIBILITIES IN THE GLOBAL MARKETPLACE: We compete openly in the global market and are committed to do so fairly, in compliance with all applicable laws and our policies. Suppliers shall be aware of and comply with their applicable domestic laws and the laws of Australia, U.S., Japan and the European Union where we have operations and other similar country laws that impact our business. Highlighted below are examples of significant international laws and Company policies that can impact our business regardless of where the Supplier is located.

A. Lawful Competition: Suppliers shall comply with all applicable domestic and international "antitrust" or "competition" laws ("**Competition Laws**") when conducting business with or on behalf of the Company. These Competition Laws include the laws of Australia, the U.S., Japan and the European Union where the Company has business operations and other similar country laws when they impact our business.

It is not possible to list all of the limits and restrictions imposed by Competition Laws in this Supplier Code of Conduct, but generally they prohibit agreements and practices "in restraint of trade". As a general policy and in accordance with these laws, no Supplier shall participate in any agreement, understanding or other activity with a competitor of the Company when conducting business with or on behalf of the Company that would violate any Competition Law, which include the following examples:

- formal or informal agreements with competitors that fix prices, allocate production, allocate sales territories, allocate products, allocate customers or allocate suppliers; and
- discussions of prices, distribution practices, customers, product development, use of suppliers or Company plans or other non-competitive activities with a competitor.

B. Bribery and Anti-Corruption: Suppliers shall comply with all applicable domestic and international "bribery" and "anti-corruption" laws ("**Bribery Laws**") when doing business with or on behalf of the Company. These Bribery Laws include the laws of Australia, the U.S., Japan and the European Union where the Company has business operations and other similar country laws when they impact our business.

It is not possible to list all of the limits and restrictions of the applicable Bribery Laws in this Supplier Code of Conduct. As a general policy and in accordance with these laws, no Supplier shall directly or indirectly offer, promise to pay or authorize the payment of money or anything of value to government officials, political parties or candidates, with whom the Company does business or is seeking to do business, for the purpose of influencing the acts or decisions of such persons or parties. This prohibition includes bribes, kickbacks, payoffs or other illegal payments. The following are important terms for Suppliers to be aware of when applying these principles and as provided by the U.S. Foreign Corrupt Practices Act (FCPA):

- "anything of value" includes anything that might have value to the government official, including cash, gifts, meals, entertainment, business opportunities, Company product, offers of employment and more -- there is no monetary threshold; any amount could be construed as a bribe;
- "bribery" is the giving or promising to give improper payments to a government official in order to influence acts or decisions, or to receive special treatment or to obtain or retain business;
- "government officials" include officials and employees of governments, candidates for public office, political parties, state-owned companies, and even government-owned or government-controlled companies and joint venture partners;

- “improper payments” are direct or indirect (for example, through a third party) payments made to a government official (whether in cash, gifts, lavish entertainment, favors or other things of value) in order to influence acts or decisions, to receive special treatment or personal gain, or to obtain or retain business; and
- A “kickback” is the return of a sum already paid or due to be paid as a reward for awarding or fostering business.

C. Trade Control Laws: Most countries have laws that affect the movement of goods, services, and ideas across national borders including Australia, the U.S., Japan and the European Union where the Company has business operations and other similar country laws when they impact our business (“**Trade Control Laws**”). Trade Control Laws may include countries that are also signatories to international export control treaties or domestic measures which govern the export of goods and services, including information technology. Additional economic trade sanction laws are imposed by specific countries such as the U.S. where the Company does business, individuals or entities either multilaterally (e.g., through the United Nations Security Council or other country treaties) or unilaterally.

Suppliers are expected to understand and comply with all applicable Trade Control Laws when doing business with or on behalf of the Company. It is not possible to list all of the limits and restrictions of the applicable Trade Control Laws in this Supplier Code of Conduct, but Suppliers shall comply with applicable U.S. laws when doing business with or on behalf of the Company, which may change from time to time, and include the following examples:

- not knowingly export or re-export, directly or indirectly, (i) any technical data (as defined in the United States Export Administration Regulations) received from GAM under this Agreement, or (ii) any immediate product, process or service directly produced by the use of such technical data, to any destination to which such export or re-export is restricted or prohibited by U.S. or other applicable local laws (provided those laws do not conflict with U.S. laws), including those countries that are subject to U.S. trade sanctions (e.g., these countries currently include Iran, Syria, Cuba, Sudan and North Korea);
- comply with all U.S. laws that prohibit U.S. persons and companies from cooperating with the Arab League Boycott of Israel; and
- not do business with prohibited parties, terrorists, or narcotics traffickers as specified under U.S. law including, but not limited to, the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals list.

D. Responsible Sourcing: As a leading conflict-free smelter, we are committed to ensuring that the tantalum under our control is responsibly and ethically sourced. Our Suppliers of tantalum material, including ore and secondary material (scrap or recycled products) shall comply with the rules and guidance of the OECD Due Diligence Guidance (<http://www.oecd.org/daf/inv/mne/GuidanceEdition2.pdf>), the U.S. Dodd-Frank Act Section 1502 and its SEC implementation rules, and any other national and international law related to conflict minerals. For more information, see GAM’s conflict-free policy which can be found at <https://www.globaladvancedmetals.com/supply-chain-policy/>. We expect these Suppliers to have similar company policies in place.

4. REPORTING CONCERNS

Suspected or actual violations of this Supplier Code of Conduct are to be reported. If it is not possible or appropriate for a Supplier to work with its primary Company contact to resolve their concerns, the Company has made available the reporting options below to Suppliers and other stakeholders to address any or suspected or actual violations of this Supplier Code of Conduct or related concerns.

i. Chief Compliance Officer:

Telephone: 0011-1-781-996-7330 (when calling from Australia)
781-996-7330 (when calling from the United States)
010-1-781-996-7330 (when calling from Japan)

Email: compliance@globaladvancedmetals.com

Mail: 100 Worcester Street, Suite 200
Wellesley Hills, Massachusetts 02481
USA
ATTENTION: Chief Compliance Officer

- ii. **GAM Compliance Helpline:** the GAM Compliance Helpline (whistleblower hotline) is available for reporting and, depending on local law, on a confidential and anonymous basis by telephone or online through a website through a third party service provider that is independent of the Company and who provides Code of Conduct reporting services for many other companies. This anonymous reporting option is available 24 hours a day, 365 days a year and reports can be submitted in any language (as available).

Telephone: 0011-800-1777-9999 (when calling from Australia)
800-461-9330 (when calling from United States)
0800-170-5621 (when calling from Japan)

Online: Click on the following link: [GAM Compliance Helpline](#)

The Company will maintain such reported concerns confidentiality to the extent possible, consistent with applicable law, the Company's need to conduct any related investigation and with any reporting to the appropriate authorities that may be required. The Company will conduct any investigation according to its policies and practices including, as applicable, as set forth in the Company Code of Conduct and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Supplier Code of Conduct. For the avoidance of doubt, this Supplier Code of Conduct does not prevent concerns or suspected or actual violations of law to be reported to applicable regulatory authorities, and, other circumstances where provided by local laws including local whistleblower laws.

5. CONFLICTS WITH LAW AND CONTRACT: If any provision of this Supplier Code of Conduct conflicts with any minimum standards of applicable law, the applicable local law shall apply except that Supplier shall inform the Company where this applies for matters referenced in Section 3 above. If any provision of this Supplier Code of Conduct materially conflicts with any agreement among the Supplier and Company, the conflicting terms shall first be attempted to be reconciled harmoniously and, if not reasonably possible, the terms of this Supplier Code of Conduct shall govern.