

# Aurubis Business Partner Code of Conduct

Sustainability is an integral part of the Aurubis Group strategy. We treat people, the environment, and the world's limited natural resources with care, with the objective of protecting our planet as much as possible and preserving it for future generations. We exhibit responsibility towards our employees, suppliers, customers, neighbors, investors, and all other stakeholders. This applies to the areas surrounding our sites and the communities in which we do business.

Within the entire Aurubis Group, we are committed to continuous improvement and to complying with the highest environmental, social, and governance standards in our business activities. Aurubis values its relationships with its Business Partners<sup>1</sup> worldwide and expects them to adhere to and promote the core values and principles of its Business Partner Code of Conduct.

Aurubis has participated in the United Nations Global Compact (UNGC) since the end of 2014 and supports its vision and objectives regarding human rights, labor rights, the environment, and business ethics. Aurubis expects its Business Partners to comply with the conventions of the International Labour Organization (ILO), the United Nations Universal Declaration of Human Rights, and with applicable national and international laws and regulations. This Business Partner Code of Conduct applies to all Business Partners of the Aurubis Group, including those of all the subsidiaries that are majority-owned (> 50 %) by Aurubis. We seek to do business with Business Partners who meet our own high environmental, social, and governance standards and who are fully committed to contributing to our sustainability ambitions.

**The Aurubis Business Partner Code of Conduct is based on current national and international regulations, treaties, conventions, and standards, including, but not limited to:**

- » The United Nations Global Compact
- » The United Nations Universal Declaration of Human Rights
- » The United Nations Guiding Principles on Business and Human Rights
- » The International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work
- » The International Labour Organization's (ILO) Conventions
- » The German Supply Chain Due Diligence Act
- » The Rio Declaration on Environment and Development (result of the United Nations Conference on Environment and Development 1992)
- » The United Nations Convention against Corruption
- » The United Nations Convention on the Rights of the Child
- » OECD Guidelines for Multinational Enterprises
- » The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal
- » Minamata Convention on Mercury
- » Stockholm Convention on Persistent Organic Pollutants

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<sup>1</sup> Business Partners = suppliers, customers, agents, sales representatives, and service providers

## Our requirements for business partners

### 1 Human rights and labor rights

#### 1.1 Human rights

The Business Partner shall respect the fundamental human rights of any person, including, but not limited to, their employees<sup>2</sup>, treating all people with dignity, respect, and fairness.

#### 1.2 Child labor

The Business Partner shall not use, support, or obtain any advantage from any form of child labor. The minimum age for employment shall be at least 15 years or 14 years, only where permitted by applicable national law in accordance with the ILO Convention No. 138.

Worst forms of child labor for children under 18 years of age, as defined by the ILO Convention No. 182, shall be prohibited, ensuring that the work performed, by its nature or circumstances, does not endanger a child's safety, health, or morals.

#### 1.3 Forces and compulsory labor

The Business Partner shall not utilize, be involved in, or obtain any advantage from any form of forced labor which includes, but is not limited to, compulsory labor, debt bondage, human trafficking, and any other form of modern slavery.

#### 1.4 Freedom of association and collective bargaining

The Business Partner shall ensure employees' rights of freedom of association and collective bargaining in accordance with applicable national laws. The membership, joining or formation of a trade union shall not lead to unjustified discrimination or retaliation. Where freedom of association and the right to collective bargaining are restricted by the national law, we encourage our Business Partner to seek for alternative ways to comply with the principles of the ILO conventions in accordance with national laws.

#### 1.5 Working hours and remuneration

The Business Partner shall ensure compliance with applicable national laws and industry standards on collective bargaining agreements, working hours, and remuneration. The Business Partner shall ensure that working hours (overtime and maximum working hours, rest periods, work schedules, maternity/parental leave, sick leave, family leave, paid overtime) are organized in such a way that accidents at work due to physical and/or mental fatigue are avoided, and the physical and mental health of employees is maintained in accordance with national laws. The Business Partner shall pay appropriate remuneration that, at a minimum, meets national

or industry minimum standards and allows employees to cover their living costs.

#### 1.6 Non-discrimination and respect for diversity

The Business Partner shall support a culture free from harassment and discrimination. They shall refrain from discrimination based on ethnic origin, nationality, social background, gender and gender identity, sexual orientation, age, disability, religion, political affiliation, or union membership. The Business Partner shall create an inclusive work environment respecting the diversity of all employees which involves the payment of equal remuneration for work of equal value. The Business Partner shall not tolerate any form of abuse, harassment, or violence.

#### 1.7 Local communities, indigenous people and unlawful eviction

The Business Partner shall be conscientious when interacting with local communities, e. g. indigenous people and landowners, ensuring their rights, livelihoods, resources, and cultural heritage, and acting respectfully and fairly towards them. This includes the right of free, prior, and informed consent (FPIC). The Business Partner shall refrain from unlawful taking of land, forests, and waters the use of which secures the livelihood of a person.

#### 1.8 Security practice

If the Business Partner works with public or private security forces, they shall ensure that human rights and international standards on using force are respected. The Business Partner shall not use or employ private or public security forces if this could lead to human rights violations, for example, due to a lack of instruction or control. The Business Partner should promote the Voluntary Principles on Security and Human Rights.

#### 1.9 Harmful environmental influences

The Business Partner shall prohibit any soil changes, water and air pollution, noise emissions and excessive water consumption if this harms the health of a person, substantially impairs the natural basis for the preservation and production of food or denies access to safe and clean drinking water or sanitary facilities.

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<sup>2</sup> Employee or employment = every type of employee or employment

## 2 Occupational health and safety (OHS)

The Business Partner shall comply with all applicable national laws and international standards to occupational health and safety and demonstrate a proactive approach herein. The Business Partner should identify, assess, eliminate and/or mitigate potential risks to employees' health and safety. They shall have sufficient safety standards in place to avoid employee exposure to potentially harmful chemical, physical or biological substances and to prevent excessive physical and/or mental fatigue and provide respective trainings to employees. Aurubis encourages obtaining a certified OHS management system (e.g., ISO 45001 or fully equivalent).

## 3 Environment

### 3.1 Environmental regulations

The Business Partner shall comply with all applicable national laws as well as international standards and chemical regulations as a minimum as outlined in the overview on [page 1](#). Moreover, the Business Partner shall adhere to the provisions of the international conventions of Minamata (mercury), Stockholm (persistent organic pollutants), and Basel (hazardous waste), where applicable.

### 3.2 Environmental impact

The Business Partner shall conduct business in a responsible way with regard to environmental risks and impact. The Business Partner shall establish and maintain processes and procedures to minimize their environmental impact and risks and to continuously improve their environmental performance. This relates, including, but not limited to, to resource efficiency, including water use, emissions to air, soil, and water, waste reduction and disposal (including proper treatment of hazardous waste) as well as noise protection. The Business Partner should appropriately communicate these requirements to their employees and provide trainings to enable everyone to work in an environmentally compatible way.

### 3.3 Environmental management systems

The Business Partner should take a systematic approach to environmental management and consider developing an environmental management system. Aurubis encourages obtaining ISO 14001, full equivalents or EMAS certification insofar as the operations of the Business Partner could have a relevant impact on the environment.

### 3.4 Hazardous substances and waste

When handling chemicals and other hazardous substances, the Business Partner shall ensure appropriate labeling and provide suitable storage and handling procedures, including appropriate instructions to employees. The Business Partner shall implement suitable waste management systems and procedures to ensure that hazardous waste is properly categorized on-site and collected, stored, treated, and disposed of appropriately. No waste shall be disposed of illegally.

### 3.5 Carbon emissions and energy

The Business Partner should continuously strive, within its possibilities, to minimize its greenhouse gas emissions in line with the Paris Agreement (limiting global warming to 1.5 degrees by achieving a carbon-neutral world by 2050) and to continuously improve its energy efficiency. Aurubis encourages the Business Partner obtaining a certification for the energy management system (e.g., ISO 50001). Where possible and economically viable, the Business Partner should use renewable energy sources. The Business Partner should also track and document energy consumption and all relevant Scope 1, 2 and Scope 3 greenhouse gas emissions and share the data with Aurubis upon request. BPs for which the business activity with Aurubis falls under the regulations of the EU Carbon Border Adjustment Mechanism (CBAM) shall track Scope 1 and 2 GHG emissions.

### 3.6 Recycling

For Aurubis, recycling is a priority. We encourage the Business Partner to fully exploit their recycling potential and to promote recycling in their activities.

### 3.7 Biodiversity and prevention of deforestation

The Business Partner should invest best possible efforts to protect natural ecosystems and halt the conversion and degradation of natural ecosystems. This also applies to illegal deforestation. If the value chain of the Business Partner involves the risk of degradation of natural forests or other natural ecosystems, they should develop appropriate due diligence measures.

## 4 Business integrity

### 4.1 Anti-corruption and anti-bribery

The Business Partner shall reject and prevent corruption in all its forms including bribes or facilitation payments.

### 4.2 Fair competition

The Business Partner shall comply with competition and anti-trust laws. Specifically, they shall not conclude any anti-competitive agreements with competitors, suppliers, customers or other third parties or abuse a possible dominant market position.

### 4.3 Conflicts of interest

The Business Partner shall take appropriate precautions to avoid relations, activities, or business undertakings in which any private interests or relationships have influenced or have the potential to influence a business decision.

### 4.4 Money laundering, terrorism financing, and contribution to conflicts

The Business Partner shall comply with applicable laws governing the prevention of money laundering. The Business Partner shall not be involved in any form of terrorism financing or any other form of contribution to conflicts.

### 4.5 Unauthorized sourcing from world heritage sites and protected areas

The Business Partner shall not maintain trade relationships with companies that buy, process, or offer any products in which materials from world heritage sites or protected areas are included.

### 4.6 Direct or indirect support to non-state armed groups

The Business Partner shall not support any direct or indirect non-state armed groups especially through the extraction, transport, trade, handling, or export of materials. This includes, but is not limited to, procuring materials from, making payments to, or otherwise providing logistical assistance or equipment to non-state armed groups or their affiliates.

### 4.7 Taxes, fees, and royalties

The Business Partner shall ensure that all mandated taxes, fees, and royalties connected to activities such as trade, export, and mineral extraction are paid to governments.

### 4.8 Sanctions

The Business Partner shall ensure it complies with all applicable national and international sanctions and trade embargoes and takes appropriate precautions to avoid risks of sanction violations.

### 4.9 Confidential and proprietary information

The Business Partner shall protect confidential and any other proprietary information that is obtained during the business relationship with us. They should observe applicable data privacy and information security requirements when handling information.

### 4.10 Protection of intellectual property

The Business Partner should adhere to all applicable international and national laws about the protection of intellectual property including patents, trademarks, and designs, domains, copyrights, and other business secrets under competition law.

## 5 Responsible sourcing of minerals

The Business Partner shall take all necessary steps to identify and assess risks in their supply chains. The Business Partner shall ensure it complies with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Area (OECD Due Diligence Guidance) including Annex II, to fulfill their due diligence obligations along the supply chain with regard to the sourcing and transport of conflict minerals, and to submit reports, documentation, or written assurances on request. The Business Partner shall ensure that conflict minerals are not sold to Aurubis. Aurubis does not tolerate fraudulent misrepresentation of the origin of materials. The Business Partner shall provide a clear indication of the use of third-party raw materials in their supply chain being part of material delivered to Aurubis. This disclosure is mandatory and must be updated to reflect any changes in sourcing. Business Partner that utilizes artisanal and small-scale mining (ASM) feed shall indicate this prior to contract signature. Business Partner shall ensure that ASM feed is sourced responsibly, ensuring that it does not contribute to conflict or human rights abuses.

### 5.1 Prerequisites and requirements for ASM

Business Partner shall ensure that all ASM feed has full local legal recognition. This includes compliance with local mining, environmental, and labor laws applying to this sector.

Business Partner is required to conduct independent auditing on ASM (sub-) supply to verify compliance with this code of conduct. The auditing process must be thorough, transparent, and conducted on a regular basis.

Continuous monitoring of potential adverse impacts (human rights and environmental risks) of the supply chain's ASM operations by the Business Partner is essential. This monitoring should be proactive and aim to identify and mitigate any potential adverse impacts. Business Partner shall set a management system in place to prevent and mitigate identified adverse impacts. Capacity strengthening and technical assistance for ASM sub-supply may be included in such management systems.

Audit and monitoring reports must be comprehensive and shared with Aurubis in a timely manner. These reports are crucial for maintaining transparency and accountability in the supply chain.

### 5.2 ASM sustainability standards

Business Partner is expected to commit to the implementation of internationally recognized sustainability standards and certification schemes in its ASM (sub-) supply. Adherence to these standards demonstrates a Business Partner's dedication to responsible sourcing and ethical practices.

### 5.3 Financial responsibility

The costs associated with meeting these requirements, including auditing and adherence to sustainability standards, are to be borne by the Business Partner. This investment reflects the Business Partner's commitment to maintaining a responsible supply chain.

### 5.4 Payments disclosure

Suppliers of Primary materials should commit to disclose payments in accordance with the principles of the Extractive Industries Transparency Initiative (EITI).

## 6 Complaints procedure

If a Business Partner suspects that there has been a violation of any applicable law or a breach of this Code of Conduct or of other Aurubis rules and policies made available to the BP across Aurubis' value chain, they should report this using the external, independent Aurubis Compliance Portal ("[whistleblower hotline](#)"). Contact information for compliance issues can be found on the Aurubis homepage under "[Compliance](#)." The Business Partner should inform and encourage their employees to contact this whistleblower hotline to report breaches in the implementation and enforcement of the standards of the Aurubis Business Partner Code of Conduct. The anonymity of the whistleblower vis-à-vis Aurubis is guaranteed in all cases. All information is consistently followed up and the whistleblower is informed about the progress of the procedure. The Business Partner should also provide anonymous and confidential grievance mechanisms to their employees and other parties across the value chain and protect the notifier from retribution, retaliation, and reprisal.

## 7 Implementation and monitoring

The Business Partner shall have effective and appropriate due diligence processes in place to comply with relevant legal requirements as well as this Code of Conduct. In case of identification of material risks or violations in own business area and/or in the supply chain the Business Partner shall undertake development of risk prevention and mitigation measures as well as remedial action. In case of suspected or identified material violations or increased risks, the Business Partner shall notify Aurubis in a timely manner.

To verify compliance, Aurubis reserves the right to request and view information and data. Based on the OECD Due Diligence Guidance, if Aurubis has any doubt about the Business Partner's compliance with this Code of Conduct, Aurubis can request an audit at the Business Partner's operations and facilities. If Aurubis concludes that the Business Partner does not comply with this Code of Conduct, Aurubis can enter a dialogue with the Business Partner to agree on a corrective action plan and to drive and support improvements. The Business Partner should communicate these fundamental principles and requirements to their own Business Partners and encourage them to observe these standards. Non-fulfillment of the corrective action plan and failure to implement improvements within a reasonable amount of time can lead to penalty measures, including the termination of the business relationship.

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Aurubis AG  
Hovestrasse 50  
20539 Hamburg  
Phone 040 7883-0  
[Verantwortung@aurubis.com](mailto:Verantwortung@aurubis.com)