

Supplier Code of Conduct

In alignment with The Aluminium Company of Egypt (EGYPTLUM) core values and as a part of EGYPTLUM's ongoing sustainability goals, EGYPTLUM has developed a Code of Conduct ("Code") to ensure that all of EGYPTLUM's and The Aluminium Company of Egypt's suppliers meet EGYPTLUM's basic expectations with regards to legal requirements and basic ethical practices. EGYPTLUM is committed to conducting its business with transparency, integrity, efficiency, commitment to excellence, teamwork, fairness and flexibility. This Code sheds light on the expected business standards and principles as rules of ethical behavior of EGYPTLUM and specifies what EGYPTLUM expects from its suppliers. The Suppliers and their representatives are liable to understand and adhere to EGYPTLUM's Code. EGYPTLUM may at any time discontinue the relationship with and of the Suppliers or representatives who violate this Code or any of EGYPTLUM's rules and regulations.

Business Integrity:

I. Compliance with Laws and Regulations:

While conducting business with or on behalf of EGYPTLUM, all Suppliers and its representatives are expected to conduct their business interactions and activities with integrity and in compliance with the applicable laws and regulations of The Arab republic of Egypt and EGYPTLUM's rules and regulations.

II. Corruption or Bribery

Suppliers must not engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to conduct any form of unethical business.

III. Avoid Conflict of Interest

Suppliers or its representatives must disclose any actual or potential conflict of interest due to either personal or business relationships with anyone within EGYPTLUM prior to signing a contract with EGYPTLUM, if a suppliers' employee is related to an employee of EGYPTLUM, the supplier must disclose this fact to EGYPTLUM.

IV. Insiders Trading

Suppliers and its representatives who have access to EGYPTLUM's confidential information are prohibited to disclose, use or tip inside information for securities trading purposes within EGYPTLUM or for any other purpose as it may affect the prices of the securities listed on EGYPTLUM, except to fulfill its obligations under the agreement between the Supplier and EGYPTLUM.

All non-public information within EGYPTLUM is deemed confidential. Information is considered non-public until it has been disclosed to the market by EGYPTLUM or the listed companies. If any of the Suppliers or its representatives wish to trade any securities within EGYPTLUM, a prior approval must be obtained from EGYPTLUM. This applies to the Supplier and its representatives' Connected Persons as well (Spouse & Children).

في حالة وجود أي غموض بشأن المصطلحات المستخدمة في هذه الوثيقة، تكون اللغة العربية هي المرجع الأساسي، مع الاستعانة بالوثائق المرفقة أعلاه للتوضيح

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Data Protection:

All information and data shared with the Supplier whether directly as part of the contract or came to the Supplier's possession due to the relationship outlined in the contract must be treated as confidential and must not be shared with any 3rd party without EGYPTLUM's explicit written consent. Suppliers must not disclose any personal data of EGYPTLUM's employees and customers and must use this data for authorized business purposes only. Suppliers must be clear on when and how they collect, use or share personal data.

All personal data must only be processed in accordance with applicable data protection laws and regulations. Upon a breach of security, Suppliers must immediately notify EGYPTLUM.

Suppliers must not issue any external communication regarding their business relationship with EGYPTLUM including but not limited to press releases about EGYPTLUM without prior written consent.

All EGYPTLUM information and data that is in the possession of the Supplier must be destroyed at the completion or termination of the contract.

Responsible work Environment:

I. Safety and Security:

Suppliers must be in compliance with all EGYPTLUM's safety and security rules. Suppliers must also Comply with the requirements for maintenance of passwords, confidentiality, and security to EGYPTLUM's network, systems and buildings.

Suppliers must use EGYPTLUM's technologies and systems for authorized business interactions only. It is strictly prohibited to use EGYPTLUM's technologies and systems for personal use.

II. No Harassment and Discrimination:

Suppliers must not demonstrate harassment of any kind, including on the grounds of race, color, religion, gender, national origin, age, disability or any other type of behavior that is hostile, disrespectful, abusive and/or humiliating.

III. Environment:

Suppliers must be committed to the efficient use of paper, energy and water. Suppliers must make practical efforts to eliminate or reduce levels of generated waste and should reuse and recycle waste materials wherever possible.

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Supplier Relations:

Suppliers are expected to encourage their subcontractors and sub-suppliers to comply with the minimum standards of the Supplier Code of Conduct regarding the protection of data, anti-bribery, no corruption and insiders dealing when fulfilling their contractual obligations.

Child and Forced Labor Prohibition

(Vendor/Supplier/Contractor Name) hereby certifies that it is fully aware of: -

- The prohibition regarding the employment of children under 18 years of age pursuant to Egyptalum's Child Labor Principles and on the prohibition on use of involuntary labor, human trafficked or slave labor pursuant to Egyptalum's Forced Labor Principles (hereinafter referred to collectively as "Egyptalum's Principles").
- Certifies that it does not currently employ, and will not in the future employ, directly or indirectly, or through any subcontractor, any child to perform work for EGYPTALUM who is under 16 years of age, or 18 years of age in the case of hazardous work, in any of its operations or activities in a manner contravening Egyptalum's Principles or in violation of relevant laws and regulations.
- Certifies that it, and its suppliers of goods and services, will not utilize persons under the age of 16, or 18 years of age for hazardous work, in contravention of Egyptalum's Principles or in violation of relevant laws and regulations.
- Certifies that the workers it uses, and will use, to produce and supply the goods and services offered are in all cases present voluntarily.
- Certifies that it and its suppliers of goods and services will not knowingly utilize prison, slave, human trafficked or forced labor as it is defined in Egyptalum's Principles.
- Understands that these certifications and undertakings are essential to this contract.
- Agrees to indemnify and hold EGYPTALUM harmless with respect to any violation of relevant laws and regulations, or for any civil liability arising from the contravention of Egyptalum's Principles by the (Vendor/Supplier/Contractor Name) or any of its suppliers of goods or services.
- Also agrees that, if EGYPTALUM determines that a violation or contravention of relevant laws or regulations or the EGYPTALUM principles has occurred, EGYPTALUM shall notify Vendor/Supplier/Contractor, and the Vendor/Supplier/Contractor shall immediately remedy the violation or contravention. If EGYPTALUM determines that the Supplier has not remedied the violation or contravention and complied with the law and/or the EGYPTALUM principles, then EGYPTALUM may terminate this contract immediately, and such termination shall be with cause.

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CONFIRMATION

We confirm to abide by the principles provided in this Suppliers Code of Conduct.

Organization Name:

Authorized Person:

Position:

Date:

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