

UMICORE BATTERY MATERIALS POLAND GENERAL PURCHASE CONDITIONS

1. Definitions

In these General Purchase Conditions the following definitions apply:

Buyer: Umicore Battery Materials Poland sp. z o.o. with its registered office in Radzikowice (48-300), Radzikowice 1C, registered in the register of entrepreneurs of National Court Registry under No. (KRS) 0000739966, District Court in Opole, VIII Commercial Department of the National Court Registry, tax identification number (NIP): 8992847719, REGON: 38079511400000, BDO number (Waste Database): 000530537

Seller: any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so. Agreement: any agreement between the Buyer and the Seller on the supply of goods and/or provision of services, of which these General Conditions of Purchase form an integral part.

Parties: The Buyer and the Seller.

Party: The Seller or the Buyer.

Umicore Group: a group of companies affiliated by persons or capital, in which Umicore (société anonyme) with its registered office in Brussels, Belgium, is a parent company.

General Purchase Conditions: present general purchase conditions of Buyer constituting a model contract within the meaning of the Civil Code.

Civil Code: Act of April 23, 1964—Civil Code (Journal of Laws No. 16, item 93, as amended).

Waste Act: Act of December 14, 2012, on Waste (Journal of Laws of 2013, item 21, as amended).

Packaging Act: Act of June 13, 2013, on the Management of Packaging and Packaging Waste (Journal of Laws of 2013, item 888, as amended).

Labor Code: Act of June 26, 1974—Labor Code (Journal of Laws No. 24, item 141, as amended).

VAT Act: Act of March 11, 2004, on the Tax on Goods and Services (Journal of Laws No. 54, item 535, as amended).

CIT Act: Act of February 15th, 1992, on corporate income tax (Journal of Laws No. 21, item 86, as amended).

Excessive Payment Delays Act: Act of March 8th, 2013, on counteracting excessive delays in commercial transactions (Journal of Laws of 2013, item 403, as amended).

2. Applicability

2.1. These General Purchase Conditions are applicable to all Agreements, unless excluded by the Parties in the Agreement. Any provisions of the Agreement agreed individually between the Parties shall prevail over any conflicting provisions of the General Purchase Conditions.

2.2. The Seller's general terms and conditions, all contractual templates, ordering conditions, etc. are hereby expressly excluded, unless it has been explicitly agreed otherwise in writing by the Parties. If a conflict occurs between the present General Purchase Conditions and conditions, described in the previous sentence, applied by the Seller or the Seller's offer, then the General Purchase Conditions shall prevail.

2.3. Any modification to a Seller's offer, Agreement, General Purchase Conditions or purchase order made by Seller and not accepted by Buyer in writing is considered as null and void.

2.4. In case of nonconformity between the English and the Polish text of the General Purchase Conditions, unless otherwise expressly agreed between the Parties, the English text will prevail.

2.5. The Buyer reserves the right to modify these General Purchase Conditions at any moment. The new General Purchase Conditions come into force on the day of their publication on the website of the Buyer or delivery to the Seller, whichever occurs first.

3. Formation of the Agreement

3.1. A request for offer submitted to the Seller by the Buyer, calling for the presentation of an offer for a specific performance shall not constitute an offer of the Buyer within the meaning of the Civil Code.

3.2. Any offer submitted by the Seller is irrevocable.

3.3. All costs associated with preparing offers shall be borne by the Seller.

3.4. Anytime the present General Purchase Conditions refer to the writing form of communication between the Parties, it is understood as both written form and electronic correspondence (e-mail) sent to the address or electronic address indicated in the Agreement. The delivery is understood either as reception of the written document delivered by courier or post or reception of an electronic message (e-mail).

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3.5. In case of unsuccessful delivery of the correspondence to the previously known correspondence address of the Seller, it shall be deemed to have been delivered 14 days after documented attempt to deliver by courier or registered mail occurred, unless the change of address can be confirmed in the publicly available official commercial register and the Agreement does not expressly specify the Seller's correspondence address.

3.6. The Buyer's acceptance of the Seller's submitted offer occurs upon the generation of a purchase order in the Buyer's ERP system (e.g., SAP Ariba). The Seller has 2 business days to reject the order or submit comments. In the absence of such comments within the specified time limit, the order shall be deemed accepted for fulfillment. A purchase order sent in this manner is equivalent to a contract within the meaning of these General Terms and Conditions.

4. General Rules for the Delivery of Goods and Provision of Services

4.1. All supplied goods and provided services shall comply with applicable laws, the Buyer's requirements and relevant professional and technical standards.

4.2. The Seller, their agents and personnel are required to abide by the Buyer's safety regulations, confidentiality obligations and rules of conduct while on Buyer's property, in addition to all rules and regulations imposed by law.

4.3. The Seller is advised to maintain a quality control system corresponding at least to ISO 9001 and / or ISO 14001.

4.4. The mere fact of exceeding the time of supply of goods or provision of services by the Seller of all or part of the goods or services results in the Seller being in default and is considered as improper performance of the Agreement.

4.5. In case of total or partial failure or delay in the supply of goods or provision of services at the due date of any amount of goods or any part of services, the Buyer reserves the right to withdraw from the Agreement partially, i.e. in scope of the delayed and remaining part of goods or services, or in whole, i.e. in scope of whole Agreement, including the part of goods already supplied or services already provided, or – alternatively - to order such amount of goods or part of services under the agreement with another contractor at Seller's expense and risks and without any summons being necessary therefore ("Substitute Performance"). The above provision does not exclude the application of liquidated damages.

4.6. Without prejudice to the Clause 4.5, the Seller is obliged to inform the Buyer immediately of any delay or foreseeable delay in the performance of the Agreement.

4.7 The Seller shall not have the right to suspend its obligation to deliver goods or provide services in the event of the Buyer's failure to perform one or more of its obligations, except in the case of a delay exceeding 60 days in the Buyer's payment of undisputed amounts due to the Seller. In such a case, the Seller shall be entitled to suspend all activities and, consequently, to extend the delivery deadline for the goods or the provision of services by the aforementioned period, subject to Section 8.9.

4.8 In order to verify proper performance of the Agreement by the Seller, including fulfilling the quality standards by the Seller, the Buyer is authorized to check the Seller's system by way of quality audits ("Audit") that may be conducted every 4 months. In case of justifiable suspicion of infringement of the Seller's obligations under the

Agreement, the time limitation stipulated in the previous sentence does not apply.

4.9. Audits shall be carried out by the Buyer or independent auditor chosen by the Buyer ("Auditor").

4.10. Buyer will inform the Seller about the planned date of Audit, with 7 days prior written notice. all

4.11. The Seller is hereby obliged to provide the Auditor with necessary documentation connected to performance of the Agreement and access to premises used for that purpose.

4.12. The Buyer shall bear the costs of the Audits provided that the Audit does not reveal any infringements or if the revealed breach is not material, that is it neither results in lowering quality of the service/goods provided, manner of thereof, nor causes any danger to whomever. Otherwise the cost of the Audit shall be covered by the Seller. If the Audit reveals any infringement, the Buyer may call the Seller to change/improve the system within additional period set by the Buyer. Upon the ineffective lapse of such period, the Buyer may withdraw from the Agreement.

4.13. If due to supply of goods or provision of services waste products within the meaning of environmental law are generated beyond the packaging, the Seller will be considered a producer of waste, insofar as it is permissible under the Waste Act, and will then have to process or remove such waste at their own expense in accordance with the provisions of environmental law. If it is not permissible to consider the Seller as the producer of waste, they will have to bear the cost of processing and managing of this waste by the Buyer.

4.14. To the furthest extent permitted by legal provisions in force, all environmental law obligations connected to the performance of the Agreement shall be carried out by the Seller and the Buyer shall be exempted from any liability arising therefrom.

5. Supply of goods

5.1. Supply of goods should take place in the manner and at the place and time set out in the Agreement and according to the INCOTERMS rule of Delivered Duty Paid as per Incoterms 2020 (ICC Publication N°723). If the time limit is not specified in the Agreement, supply of goods shall be effected immediately after Buyer's request

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5.2. When shipping, the relevant rates, transport and packing regulations of the railway, road transport, sea carriage and air traffic etc. must be observed by the Seller, in particular with respect to any regulations on customs and dangerous goods. In addition, shipping options most favourable for Buyer shall be selected unless Buyer has explicitly given specific instructions on shipping. In case of a doubt, the Seller shall contact the Buyer to determine the details of shipping.

5.3. Along with the supplied goods, the Seller shall provide all documentation concerning the goods, in particular as regards installation, handling and certification.

5.4. The Seller may not deliver the goods earlier than provided for in the Agreement, unless the Buyer has given prior written consent. If the Seller delivers the goods before the date specified in the Agreement without such consent, the early delivery shall be at the Seller's own risk, and payment for such delivery shall not be made before the original date specified in the Agreement.

5.5. Unless otherwise agreed in writing, the Seller is not entitled to make partial supplies. If the execution of partial supplies has been agreed, then supply is, for the purposes of these General Purchase Conditions, also deemed to mean a partial supply.

5.6. The supply is complete at the moment when the goods have been received by or on behalf of the Buyer and the Buyer has signed for supply ("Supply Approval"). Any acceptance of supplied goods by the Buyer shall not constitute a waiver of any right by the Buyer. The Supply Approval does not affect the fact that the goods supplied can be rejected later.

5.7. Where subcontractors are engaged, they shall identify the Seller (not Buyer) as customer in all shipping documents and correspondence between subcontractors and the Seller and shall indicate Seller's order information.

5.8. On the loading units (upwards of 1 metric ton), the unit weight must be affixed in a well visible and permanent manner.

5.9. Only packaging complying with the objectives and requirements of the Polish law, in particular with the Packaging Act in its current version shall be applied and accepted.

5.10. Ownership and risk of goods are transferred to the Buyer at the moment of supply, unless (i) it has been agreed otherwise or (ii) the goods are rejected by the Buyer upon or after supply.

5.11. The Seller guarantees that unencumbered ownership of goods is acquired.

5.12 The Seller waives any retention rights and rights of revendication they may have.

5.13. The Seller has to take out insurance against transit damage, at their own risk and expense.

6. Provision of Services

6.1. Provision of services must be effected in the manner and at the time as set out in the Agreement. If the time limit is not specified in the Agreement, provision of services shall be effected immediately after Buyer's request.

6.2. Provision of services is completed when the Buyer has confirmed in writing that the services provided have been performed or that the services provided have been approved ("Services Approval"). Any confirmation of completion of provided services by the Buyer shall not constitute a waiver of any right by the Buyer.

6.3. A delay in payment exceeding 90 days is the only valid reason entitling the Seller to terminate the Agreement upon written notice, subject to clause 8.9.

7. Subcontractors. Health and Safety Measures

7.1. The Seller may subcontract the performance of services to subcontractors only with the Buyer's prior written consent, which must be in writing to be valid. The Seller is obligated to impose on each subcontractor all obligations pertaining to the assigned tasks and to ensure their performance to the extent to which the Seller itself has assumed such obligations toward the Buyer. The Seller is liable for the actions of its subcontractors as if they were its own.

7.2. The Seller agrees to provide the Buyer with, and to keep updated, a list of all subcontractors engaged by the Seller to provide services to the Buyer on the Buyer's premises, as well as a list of the employees of such subcontractors who will provide services on the Buyer's premises ("**List of Subcontractors**"). By submitting the Subcontractor List to the Buyer, the Seller represents that the personnel the Seller uses to perform services for the Buyer have been hired in accordance with applicable law, including that such personnel have current occupational safety and health training, occupational health examinations, and the appropriate certifications, if required. The Buyer may, at any time and at its sole discretion, request that the Seller provide certain documents confirming the legality of its personnel's employment (e.g., health and safety training cards, proof of certification, etc.) for inspection.

7.3. The Buyer shall provide the Seller (and the Seller agrees to provide all of its subcontractors on behalf of the Buyer) with information

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regarding occupational safety and health at the Buyer's facility, as referred to in Article 207¹ of the Labor Code, including, among other things, information regarding threats to the health or lives of employees and the details of persons designated to provide first aid and to carry out evacuation procedures ("Information"). The Information referred to in the preceding sentence constitutes Appendices 4 and 5 to these General Terms and Conditions of Purchase. The Seller further undertakes to obtain from all of its subcontractors statements confirming that they have reviewed the Information and agree to comply with it ("Statements") and to forward them to the Buyer.

7.4. The Buyer and the Seller, who will provide services on the Buyer's premises, shall conclude an additional agreement concerning, inter alia, the selection of an occupational health and safety coordinator and determination of principles of cooperation in the event of occurrence of threats to health or life of employees ("EHS Agreement"), which constitutes Attachment No. 3 to this General Purchase Conditions. Subcontractors engaged by the Seller who will perform work on the Buyer's premises shall join the EHS Agreement by way of unilateral declarations. The Seller shall provide the subcontractors with the content of the EHS Agreement and shall obtain from all the subcontractors and provide them to the Buyer with declarations of declaration of acquaintance with the EHS Agreement and adhesion to the EHS Agreement.

7.5. Proper transmission of the Information by the Buyer to the Seller and conclusion of the EHS Agreement with the Seller should take place immediately after conclusion of the main Agreement on provision of services with the Seller, but no later than 3 days before the planned commencement of the first works directly by the Seller or by their subcontractors on the Buyer's premises.

7.6. If new subcontractors are added during the performance of works, the Seller shall fulfil their obligations described in clauses 7.2-7.4 regarding new subcontractors on their own, i.e. without any obligation on the part of the Buyer to repeat the provision of Information or to add an annex to the EHS Agreement. Each fulfilment of the Seller's obligations referred to in clauses 7.2-7.4 shall take place no later than on the first day of the respective subcontractor performing work on the Buyer's premises.

7.7. Failure to fulfil any of the aforesaid obligations in the time limit regulated in clauses 7.5-7.6 may result in a given subcontractor or their individual employees not listed in the Subcontractors List not being allowed to perform works on the premises of the Buyer, which shall result in Seller being in default. The Seller shall not be liable for the lack of fulfilment of obligations referred to in clauses 7.3 and 7.4 if the Buyer has not provided them with the Information or has not concluded the EHS Agreement with them within the time limit indicated in clause 7.5 due to its fault.

8. Prices, Invoices, and Payments

8.1. Unless otherwise agreed in writing, all prices are fixed lump-sum prices, are not subject to change, and are

determined under "Delivered At Place" (DAP) terms in accordance with Incoterms 2020 (International Chamber of Commerce (ICC) Brochure No. 723) and include, among other things, proper packaging and/or any other costs incurred by the Seller in connection with fulfilling its obligations. As a general rule, packaging shall be considered non-returnable. If the Seller requires the Buyer to return any packaging materials, this must be explicitly stated on the delivery note accompanying the order in question, and any such returns shall be at the Seller's expense. No additional charges are permitted unless the Buyer has given its express prior written consent.

8.2. The Seller may issue an invoice provided that the delivered goods or performed services have been accepted in accordance with Section 5.6 (Acceptance of Delivery) or Section 6.2 (Acceptance of Services).

8.3. Unless otherwise agreed in writing, the Buyer shall pay for the delivered goods or services rendered within 60 (sixty) days from the date of receipt of a complete, properly issued, and addressed invoice and all related documentation.

8.4. Any payments made by the Buyer that constitute an overpayment or other error shall be refunded in accordance with Article 411(1) of the Civil Code.

8.5. Failure to meet the requirements regarding the information on the invoice, shipping notice, or itemized cargo specification, as set forth in the Agreement or otherwise agreed upon, and failure to include all necessary information in the aforementioned documents entitles the Buyer to suspend its obligation to pay the Seller.

8.6. No payment made by the Buyer shall constitute a waiver of any of its rights.

8.7. The Seller shall comply with all regulations regarding VAT and shall exempt the Buyer from the obligation to pay VAT and other charges to the extent that such VAT or other charges result from the Seller's failure to comply with the law.

8.8. In the case of invoices issued by the Seller indicating a PL VAT number, payment will be made by the Buyer by default using the Polish split-payment mechanism, as regulated by Polish tax laws, even if the application of such a mechanism is not mandatory in a given situation.

8.9. The Seller warrants that it is listed on the electronic register of entities registered as VAT taxpayers within the meaning of the VAT Act (VAT white list), if applicable. Otherwise, interest for the period of delay in payment caused by the Seller's failure to be listed on the VAT white list shall not be due, and the Seller waives the right to demand such interest. A delay does not entitle either party to suspend performance of the Agreement or to terminate it.

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8.10. If any errors—whether formal or substantive—are found in an invoice issued by the Seller, the Seller shall issue a corrective invoice in accordance with the VAT Act. Unless otherwise agreed, in the event of formal errors in the Seller's invoice, the Buyer shall not exercise the option to issue a corrective note.

8.11. The Seller shall comply with the Buyer's requirements regarding proof of the product's origin, particularly in cases of customs duty exemptions where free trade agreements apply.

8.12. The Seller hereby declares that it consents to the Buyer's use of electronic invoices in accordance with Article 106n of the VAT Act.

8.13. The Seller undertakes to comply with the invoice issuance guidelines published on the Buyer's at <https://www.umicore.com/storage/main/instrukcja-faktury-umicore-rbm-polska-pl-march-march-20201.pdf>

8.14. In order to conclude a transaction with a value exceeding 500,000.00 PLN, the Seller shall submit to the Buyer — prior to the transaction — a statement that the actual owner on the Seller's side, as defined by the CIT Act, is not an entity having its place of residence, registered office, or place of management within the territory or in a country engaging in harmful tax competition.

9. Warranty

9.1. The Seller is aware that the Buyer markets high-quality products; therefore, the Seller warrants that (a) it is legally authorized to sell and deliver the goods to be supplied or the services to be provided, (b) the aforementioned goods or services meet the highest quality standards and are free from defects in materials or workmanship, (c) the use or sale of the aforementioned goods or services will not infringe any patent or other intellectual or industrial property right of any third party, (d) the goods or services are complete and are accompanied by all data and instructions required for their proper and safe use; and (e) the goods or services will be manufactured, sold, and delivered in compliance with all applicable laws.

9.2. Furthermore, to the extent that the Seller supplies goods or provides services related to such products, the Seller warrants that (a) the goods supplied are fit for sale and suitable for the purpose intended by the Buyer, (b) the materials used are new and comply with all specifications, including performance specifications required by the Buyer or specified by the Seller, and (c) where applicable, the goods supplied comply with Directive 2011/65/EU on the restriction of the use of certain hazardous substances (RoHS) and Commission Delegated Regulation (EU) 2015/863 amending Annex II to Directive 2011/65/EU, as well as with the provisions of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of

December 18, 2006, concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH).

9.3. Furthermore, to the extent that the Seller provides services, the Seller warrants that the services will be performed competently, properly, professionally, and without interruption, so that the completed services are complete, free from defects and faults, and in compliance with the following standards (collectively referred to as "Standards"): (a) all accepted standards and practices customarily followed by an experienced and professional organization providing the same or similar services, (b) all warranties, specifications, or standards requested by the Buyer from the Seller, and (c) all applicable laws. Furthermore, the Seller warrants that it possesses the necessary authorizations and qualifications and that it will obtain any relevant permits and approvals required to provide such services within the timeframes required by law.

9.4. Any inspections of goods or services conducted by the Buyer shall not relieve the Seller of any claims, liability, or obligations. No waiver of rights against the Seller shall ever extend to this Warranty.

10. Remedies

10.1. In the event that any goods delivered or services performed do not conform to the Seller's representations, obligations, or warranties, including those set forth in Section 9 (Warranty), even if the defects are discovered after Acceptance of Delivery or Acceptance of Services, the Buyer shall notify the Seller of the defects in writing and instruct the Seller to remedy them, in particular by: (i) repairing or replacing the goods, supplying missing items, or otherwise remedying such nonconformity at the Seller's expense (including all necessary costs of repair, replacement, and shipping); or (ii) granting a full refund for such non-conforming goods or services ("Instruction")

10.2. If the Seller becomes aware of any defect in the delivered goods, the Seller is obligated to immediately, no later than 14 days from the discovery of the defect, notify the Buyer thereof, specifying:

- a. the nature of the defect;
- b. the goods to which the defect relates;
- c. any other relevant information.

The Buyer shall then be entitled to issue the Instruction referred to in Section 11.1 above.

10.3. The Buyer is not bound by any deadline, including a deadline set by the Seller, within which the Buyer must notify the Seller of the rejection of the delivered goods or services rendered

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or after the expiration of which the Buyer may no longer file a complaint. Article 563 of the Civil Code does not apply.

10.4. Within 14 days of receiving the Instruction or within a specific timeframe agreed upon by the Parties in writing, the Seller shall, at its own expense, take such actions as required by the Buyer and necessary to fulfill its obligations, representations, or warranties, and shall bear the costs of repairs performed by all other contractors with respect to goods or services destroyed or damaged by such defect or any correction made by the Seller. All costs associated therewith (including repair and disassembly costs) shall be borne by the Seller.

10.5. If the Seller fails to properly remedy the reported defects within the timeframe specified in Section 10.4 above, the Buyer is entitled to engage a permanent or temporary supervisor to oversee the services provided by the Seller, at the Seller's expense.

10.6. In the event that (i) the rectification of defects in the goods or services reported by the Buyer is delayed, or (ii) the Seller refuses to rectify the reported defects, or (iii) the defects cannot be rectified in the manner specified by the Buyer in the Instruction, the Buyer, at its sole discretion, may:

- a. reduce the price of the goods or services affected by the defects (either directly or due to defects in another part of the goods or services that have been or will be delivered or performed under the relevant Agreement),
- b. withdraw from the Agreement in whole or in part,
- c. order substitute performance as referred to in Section 4.5 at the Seller's expense and risk, or
- d. rectify the defect on its own at the Seller's expense and risk.

10.7. The foregoing provision does not preclude the right to seek claims for damages, including contractual penalties.

10.8. If the defects are significant and may affect the safety or functionality of the Buyer's final product, and are detected during the manufacturing of the Buyer's products or thereafter, the Buyer may decide, at its sole discretion, to suspend deliveries or the manufacturing of its products, to freeze product inventory (both at the customer's and at the Buyer's premises), and/or to recall the products from the market. The Buyer alone is authorized to decide whether, and if so, which of the aforementioned measures will be taken and how they will be implemented. To the extent applicable, when making the aforementioned decisions, the Buyer shall take into account the fact that it brings high-quality products to market and must therefore protect its reputation. The Seller shall reasonably cooperate in the implementation of such measures and, to the extent the Seller is at fault, shall bear their costs, without prejudice to the provisions of Section 10.1 and Sections 11–12. The Seller is obligated to keep confidential all information regarding measures that may be or will be taken.

10.9. In the event of repair or replacement of defective goods or services, the quality warranty period shall recommence with respect to the replaced or repaired item, and shall be extended for the remainder of the period during which the Buyer was unable to use the goods or services delivered or performed under the Agreement in accordance with their intended purpose. In such a case, the provisions of these General Terms and Conditions of Purchase shall take precedence over any less favorable quality warranty terms provided by the Seller, unless the Contract expressly provides otherwise.

11. Liability

11.1. **The Seller is liable for any losses incurred by the Buyer and/or subsequent purchasers or users, including—ultimately—the consumer of the delivered goods (whether processed or not)—due to the Seller's failure to fulfill its obligations under the Agreement and these General Terms and Conditions of Purchase and/or due to any act or omission on the part of the Seller, its employees, or third parties engaged by the Seller.** In particular, the Seller shall be liable for any damages resulting from the delivery to the Buyer of defective or non-conforming goods or services. The Seller shall be liable for both direct and indirect losses.

11.2. The Seller is liable for any losses caused by third parties it engages in the performance of the Agreement, including, in particular, subcontractors, on the basis of strict liability; therefore, the Seller cannot be relieved of this liability, even if it is not responsible for the selection of the subcontractor.

11.3. If, as a result of defective performance of the Contract—in particular in the event of a legal defect in the goods—any party files a claim against the Buyer, the Seller is obligated to indemnify the Buyer to the fullest extent possible, including, in particular, participating in any pending proceedings in place of or alongside the Buyer, providing the Buyer with all necessary information, and compensating the Buyer for any resulting damages, including legal fees. If, as a result of the Seller's aforementioned wrongful acts, any person representing the Buyer is penalized or any proceedings are initiated in this regard, the Seller shall pay Umicore the equivalent of the costs incurred by such person, including all litigation costs.

11.4. The Seller is obligated to obtain adequate insurance against the losses referred to in Section 11.1. This insurance obligation also applies to any assets that will be used in any way in the performance of the Agreement. The Seller shall include a notation on the insurance policies stating that any payments will be made by the insurance company directly to the Party that actually sustained the loss. The Seller shall, upon first

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Upon the Buyer's request, the Buyer shall be granted access to the relevant policies.

11.5. Neither the Buyer nor its employees, authorized representatives, or agents shall be liable to the Seller, its subcontractors, employees, authorized representatives, and/or agents for any damages, including lost profits and consequential damages, unless such damages were caused by them intentionally. The Buyer, its employees, authorized representatives, or agents shall not be liable to the Seller in tort for any damages caused, unless applicable law expressly provides otherwise. In any case where civil liability (in particular, contractual or tort liability) arises on the part of the Buyer, its employees, authorized representatives, and/or agents—except where the damage was caused intentionally—such liability is limited exclusively to actual losses (excluding lost profits and/or consequential damages, etc.) and shall in no event exceed 10% of the net value of the last valid Agreement or the amount of 50,000.00 PLN (whichever is lower).

12. Liquidated damages

12.1. In the event of the Seller's failure to perform or improper performance of any obligations of a non-monetary nature specified in the Agreement or in the General Terms and Conditions of Purchase, unless otherwise provided for, including in particular for:

- a. failure to meet delivery deadlines for goods or service performance,
- b. unjustified suspension of the delivery of goods or the performance of services,
- c. failure to provide proof of insurance, a performance bond, or a warranty bond—if the Agreement requires any of the aforementioned measures,
- d. failure to remedy, within the prescribed time, defects found in the delivered goods or performed services,
- e. failure to allow the Auditor to properly conduct the Audit,
- f. obstructing the Audit or refusing to modify or improve the Seller's systems in accordance with Section 4.12,
- g. a breach of the confidentiality obligation by the Seller, its employees, members of management, agents, or subcontractors,

the Seller shall pay the Buyer a contractual penalty in the amount of 0.5% of the net contract value for each day or portion thereof ("Total Contract Value").

12.2. For each instance of non-compliance with or violation of environmental protection regulations, occupational safety and health regulations, rules of conduct, or other rules set forth

in the Agreement, the Seller shall pay the Buyer a contractual penalty in the amount of 5,000.00 PLN.

12.3. For each day or part thereof that the Seller uses personnel or a subcontractor in violation of the Agreement and/or these General Terms and Conditions of Purchase, the Seller shall pay the Buyer a contractual penalty of 2,000.00 PLN per person (Seller's employee) or per subcontractor.

12.4. In order to impose a contractual penalty, the Buyer shall issue a written demand to the Seller to properly perform the Agreement. Upon the fruitless expiration of 14 days from the Seller's receipt of the aforementioned written demand, the Buyer is entitled to impose contractual penalties. The Buyer, in its sole discretion, may grant the Seller a longer period.

12.5. Notwithstanding the application of contractual penalties, the Buyer may terminate the Agreement, and the contractual penalties shall remain due.

12.6. If the Buyer withdraws from the Agreement due to the Seller's failure to perform or improper performance of a non-monetary obligation, the Seller shall pay the Buyer a contractual penalty equal to 7.5% of the Total Contract Value. Contractual penalties accrued up to the time of termination due to non-performance or improper performance of the obligation constituting the basis for the Buyer's termination shall be credited in full toward the contractual penalties provided for in this section. Contractual penalties due as a result of withdrawal from the Contract are payable 14 days after the Seller receives a written notice of withdrawal. Section 12.4 does not apply.

12.7. The maximum amount of contractual penalties is 15 % of the total contract value.

12.8. The Buyer is entitled to assert additional compensation for damages in excess of the contractual penalties specified above.

13. Intellectual and Industrial Property Rights

13.1. Property rights to all rights related to intellectual or industrial property, in particular copyrighted works, patents for inventions, utility models, trademarks, improvement proposals, information on the proper application of inventions, prepared training materials, other technical knowledge and experience, and organizational information concerning production, technological, organizational, and other processes, created or developed by the Seller as a result of the performance of the Agreement or necessary for the Buyer's proper use of the goods delivered by the Seller or the results of the services provided by the Seller in a manner and for a purpose consistent with the relevant Agreement (hereinafter collectively referred to as "Intellectual Property Rights") shall be transferred by the Seller to the Buyer under the Agreement upon their establishment (to the fullest extent possible), without any time or territorial restrictions (i.e., throughout

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worldwide), no later than upon Acceptance of the delivery or Acceptance of the services, without the need for any additional declarations by either party (“**transfer of IP**”). To the extent necessary, the Seller shall provide full assistance in establishing or transferring such rights to the Buyer. Upon acquiring the aforementioned rights, the Buyer shall also acquire ownership of the medium on which the subject matter of such rights has been recorded. The consideration for the transfer of IP due to the Seller shall be included in the consideration for the delivery of goods or the provision of services specified in the Agreement. The Seller confirms that it grants—as part of the consideration specified in the Agreement — an authorization to use the know-how described above, which constitutes Intellectual Property Rights, without any time or territorial restrictions, and at the same time undertakes not to use the aforementioned know-how in a manner that would harm the Buyer’s legitimate interests, nor to grant third parties authorization to use the know-how in such a manner.

13.2. The Parties agree that it is their intention for the Seller to grant the Buyer the broadest possible right to freely use and dispose of the Intellectual Property Rights specified in these General Terms and Conditions of Purchase. The Parties confirm that it is their intention to define the scope of the Buyer’s rights to the Intellectual Property Rights in such a way that the Buyer is entitled to use and dispose of its rights to the Intellectual Property Rights as if the Buyer were the owner of those rights. In the event that the Seller’s specific goods and/or services are not supplied or performed exclusively and specifically for the Buyer’s needs, and the transfer of intellectual or industrial property rights referred to in Section 13.1 is not legally possible, in order to ensure that the Buyer can properly use the goods or services in a manner and for a purpose consistent with the relevant Agreement, the Seller shall, pursuant to the Agreement, grant the Buyer a non-exclusive, global, and transferable right to use all intellectual or industrial property rights relating to the goods and/or services provided by the Seller from the moment they are established, no later than upon Acceptance of Delivery or Acceptance of Services, without the need for any additional declarations by either Party (“License”). The Seller’s compensation under the License shall be included in the compensation for the delivery of goods or the provision of services specified in the Agreement. The License is granted for a fixed term of five years. Unless otherwise agreed in writing, upon the expiration of each term of the License, the License shall be automatically renewed for another fixed term of five years, as part of the aforementioned compensation.

13.3. The Buyer is not subject to any time limit regarding the distribution of works covered by the transfer of IP or the License. The Buyer’s failure to distribute the works within the timeframe specified by the Seller shall in no event result in the termination of the License or the reversion of the aforementioned rights and the rights to the medium on which the works are recorded back to the Seller.

13.4. The transfer of IP and the grant of the License shall apply to all fields of exploitation known at the time of the transfer of rights, including in particular:

- a. with respect to the fixation, reproduction, recording, and duplicating the work—the production of copies of the work using a specific technique or technology, including printing, reprography, magnetic recording, and digital techniques; downloading, displaying, executing, transmitting, or storing the work; and digital and online use, including on a multimedia network (including on the Internet);
- b. with respect to the distribution of the original or copies on which the work is fixed, including trade in the original or copies on which the work is fixed—placing on the market, lending, exchanging, or renting the original or copies; selling, leasing, or letting the original or copies;
- c. with respect to the distribution of the work in other ways—public or private performance, exhibition, display, screening, offering, sale, transmission, licensing, and other forms of distribution of the work, reproduction, presentation, broadcasting and rebroadcasting, as well as making the work publicly available in such a way that anyone may have access to it at a place and time of their choosing;
- d. permanent or temporary reproduction of a work, in whole or in part, by any means and in any form (including all means necessary to reproduce the work);
- e. translating, adapting, modifying, or making any other changes to works;
- f. storing works in computer memory, computer networks, multimedia networks, and databases;
- g. placing works on the market and distributing works using the Internet and other data transmission technologies;
- h. merchandising, i.e., the use of works for the purpose of marketing any goods or services other than the work itself, but produced using the work;
- i. using works for promotional and advertising purposes;
- j. using works to create other works, including incorporating them into other works;
- k. the use of works to apply for protection of the works with the relevant authorities or multilateral organizations.

Should new fields of exploitation, unknown as of the date of execution of this Agreement, arise in the future, the Seller shall transfer to the Buyer, as part of the Seller’s compensation under these General Terms and Conditions of Purchase, the right to use and manage the Intellectual Property Rights to the works in the aforementioned new fields of exploitation.

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13.5. Upon the transfer of Intellectual Property Rights or the grant of a License, the Buyer shall be entitled to exercise derivative copyrights and derivative rights to inventions developed on the basis of the Intellectual Property Rights, as well as to dispose of and use the aforementioned derivative copyrights and derivative rights to inventions, such as adaptations, translations, or modifications made by third parties in all fields of exploitation specified above, together with the right to authorize third parties to exercise such derivative rights.

13.6. Both the transfer of IP and the License include the right to grant rights of use to (potential) purchasers or other third parties with whom the Buyer maintains relationships in connection with the conduct of its business.

13.7. In the event of termination of the relevant Agreement (upon notice or as a result of withdrawal), the Seller is obligated to provide the Buyer with all media on which the intellectual and industrial property rights are recorded, including copies and extracts, as well as all documentation related to the use of the aforementioned media, no later than on the date of termination of the Agreement. Unless otherwise agreed in writing, the termination of the Agreement shall not apply to this Section 13 of the Agreement.

13.8. The Seller warrants that neither it nor its employees, subcontractors, or third parties will exercise any moral rights related to the work in any manner that would prevent the Buyer or other entities authorized by the Buyer from using the work. At the same time, the Seller authorizes the Buyer—to the fullest extent permitted by law—to exercise moral rights with respect to the aforementioned Intellectual Property Rights.

13.9. The Seller warrants that the use (including resale) of the goods supplied by the Seller or the services performed by the Seller will not infringe any intellectual or industrial property rights or other (property) rights of third parties, and that such use does not violate any rights of other persons or agreements entered into between the Seller and other persons. The Seller hereby warrants and represents that it is authorized to enter into the Agreement, as well as to grant all rights set forth in this document and to fulfill all obligations.

13.10. The Seller shall indemnify and hold the Buyer harmless from any third-party claims arising from a violation of the rights specified in Sections

13.1 and 13.2 of these General Terms and Conditions of Purchase, and the Seller shall compensate the Buyer for any losses resulting therefrom. The Seller waives all claims against the Buyer, including claims for exemption from liability or similar claims, whether known or unknown, conditional or latent, which are in any way related to claims brought against the Seller or the Buyer for infringement of any Intellectual Property Rights.

13.11. To the extent that the Buyer provides the Seller with any works to which the Buyer holds intellectual property rights, such as, in particular, drawings, sketches, diagrams, specifications, calculation notes, engineering documents, and other documents related to the order, the Seller acknowledges that the Buyer is and shall remain at all times the owner of the aforementioned works and that the Seller shall not acquire any intellectual or industrial property rights or legal title to such works. The Seller shall handle all works

referred to in this section at its own risk and expense and shall keep them strictly confidential. The Seller agrees not to use the aforementioned works for the benefit of third parties or to permit their use by third parties, unless authorized to do so in writing by the Buyer. Section 14 applies mutatis mutandis to all works referred to in this section.

13.12. The Parties confirm that the transfer of IP or the grant of a License includes the right to apply for patent protection for inventions based on Intellectual Property Rights (or constituting modified or adapted Intellectual Property Rights), and in the event that the Buyer files any applications for the grant of protection rights for solutions based on Intellectual Property Rights or constituting Intellectual Property Rights, the Seller undertakes not to assert any claims against the Buyer, including claims for additional compensation (regardless of the basis for the claim).

13.13. The Buyer is entitled to use the Intellectual Property Rights with the Buyer identified as a business entity and in conjunction with its logo and trademarks.

13.14. The Buyer does not grant or transfer any of its rights to the Seller.

14. Confidentiality

14.1. The Seller acknowledges that, in the context of and/or in connection with the performance of the Agreement, the Seller may come into possession of the Buyer's confidential information. Such confidential information remains the exclusive property of the Buyer and may not be disclosed to third parties or used in any manner for any purpose other than the performance of the Agreement without the Buyer's prior written consent, which must be in writing under penalty of nullity. The Seller shall be liable for any damages caused by a breach of the confidentiality obligation by the Seller, its employees, officers, agents, or subcontractors in accordance with Sections 11 (Liability) and 12 (Contractual Damages).

14.2. If the Seller chooses cloud computing as a data storage solution, thereby exposing confidential information to a greater risk of data bypass and loss or network intrusion and infiltration, the Seller shall, pursuant to this provision, ensure the security and quality of the cloud service it uses

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it uses. Accordingly, the Buyer has the right to request information and evidence regarding (i) the data traceability provided by the cloud service provider, (ii) the security and quality of the cloud service used, as well as (iii) data processing, at the Seller's expense.

14.3. Without the Buyer's express written consent, which is required for the agreement to be valid, the Seller shall not disclose to third parties any information regarding its relationship with the Buyer.

14.4. Furthermore, without the Buyer's prior written consent, the Seller or any third party is strictly prohibited from photographing any installations or equipment, even if they were delivered or installed by the Seller. In this regard, all procedures specified by the Buyer must be followed.

14.5. The Seller is obligated to impose the same obligation referred to in this section on its employees or any third parties it engages to perform the Agreement. The Seller warrants that the aforementioned employees and third parties will not act in violation of the confidentiality obligation.

15. Force Majeure

Each Party shall be exempt from liability for failure to perform or delay in performing its obligations under the Agreement if such failure or delay is caused by any reason beyond the control of the Party invoking it, which that Party could not have avoided even with due diligence. In the event of force majeure on the part of one of the Parties, performance of the Agreement shall be suspended for the duration of the force majeure. The occurrence of a force majeure event must be duly documented and reported to the other Party without delay, no later than 7 days after the occurrence of the force majeure event, under penalty of forfeiting the right to invoke this circumstance in the future. If the force majeure situation persists for more than fourteen (14) days, the other Party shall have the right to terminate the Agreement with immediate effect by written notice, without recourse to the courts and without the right to compensation. Under no circumstances shall force majeure on the part of the Seller be construed to include: staff shortages, strikes, breach of contract by any third party engaged by the Seller, transportation problems on the part of the Seller or third parties engaged by the Seller, equipment failure, liquidity and/or solvency problems of the Seller or third parties engaged by the Seller, or government actions affecting the Seller.

16. Termination of the Agreement

16.1. The Buyer may terminate the Agreement at any time without cause, in whole or in part, by written notice.

16.2. The Buyer may, at its sole discretion and at any time, terminate or suspend, in whole or in part, the performance of all Agreements between the Parties, or terminate such Agreements in whole or in part by written notice, without recourse to the courts and with immediate effect, without any obligation on the part of the Buyer to pay any compensation, in the event of:

- a. a breach by the Seller of any provision of the Agreement;
- b. the Seller's insolvency, which is understood to mean a situation in which the Seller loses the ability to meet its due financial obligations;
- c. the appointment of a receiver, deputy receiver, temporary court supervisor, or administrator on the part of the Seller;
- d. the sale of the Seller's business or the termination of the Seller's operations;
- e. revocation of any licenses or authorizations of the Seller that are required for the performance of the Agreement;
- f. seizure of a significant portion of the Seller's business assets.

16.3. Any claims by the Buyer against the Seller in the cases referred to above shall be payable immediately and in full.

16.4. The Buyer is entitled to withdraw from the Agreement in the situations specified in the Agreement and/or the General Terms and Conditions of Purchase. In the event of withdrawal, the Agreement shall be deemed never to have been concluded. Any performance already rendered by the Parties shall be returned in its original condition, unless such alteration was necessary within the scope of ordinary management. If the delivered goods are to be returned to the Seller, the costs of removal and/or shipping shall be borne by the Seller. The Seller is entitled to appropriate compensation for services already performed and accepted upon approval of the services, as well as for the use of the property.

16.5. In the event of withdrawal from or termination of the Agreement with notice, on the date of termination of the Agreement, the Seller shall prepare an inventory report of work in progress, secure the interrupted work, and notify the Buyer of the possibility of accepting the work. Immediately after the Buyer accepts the work, including work completed and work in progress (Delivery Acceptance or Service Acceptance), the Parties shall prepare and sign an acceptance report. If the work in progress is not accepted, the Seller shall remove it.

16.6. In the event of termination of the Agreement by the Buyer or the Seller with notice (except for withdrawal), the Buyer is obligated to pay for all delivered goods and/or performed services that have been accepted in accordance with Section 5.6 (Acceptance of Delivery) or 6.2 (Acceptance of Services), or that have been accepted in an acceptance report in accordance with Section 16.5. In the event of termination of the Agreement

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for reasons not attributable to the Seller, the Buyer shall also cover the documented costs incurred by the Seller for the purchase of materials necessary for the performance of the Contract with the Buyer, provided that such materials were purchased prior to the delivery to the Seller (or sent by the Seller to the Buyer) of the notice of termination, provided that such materials cannot be used by the Seller in the ordinary course of its business, and ownership of such materials shall pass to the Buyer (unless expressly waived). However, if the Agreement is terminated due to the Seller's breach of any term or provision, including a breach of warranty or a delay, then the Seller shall have no claim for reimbursement of costs (except for goods delivered and/or services performed that have been accepted by the Buyer), and the Buyer shall be entitled to all legal remedies available by law or in equity.

17. No assignment

The Seller agrees not to assign, transfer, or otherwise convey its rights and/or obligations under the Agreement, in whole or in part, without the Buyer's prior written consent, which must be in writing to be valid. The Buyer shall not refuse to grant such consent without a valid reason. The Seller hereby consents to the Buyer's assignment, transfer, and/or other conveyance of the rights and/or obligations arising from the Agreement, in whole or in part, upon written notice to the Seller. Subject to the preceding sentence, the Parties hereby agree that no entity other than a Party to the Agreement may claim from the other Party any rights or benefits arising from the Agreement.

18. Buyer's Supplier Code – The Umicore Way and Eco-Friendly Purchasing Guidelines

18.1. Each Seller and each entity affiliated with the Seller confirms that it has reviewed the Buyer's Supplier Code of Conduct ("The Umicore Way") and undertakes to conduct all its activities in accordance with "The Umicore Way." The Buyer may conduct an audit or other compliance checks regarding "The Umicore Way" every four months, either on its own or through a third party, and each Seller agrees to respond promptly to the Buyer's requests for information regarding compliance with "The Umicore Way." "The Umicore Way" Code is available on the website at: <https://www.umicore.com/en/about/the-umicore-way/>

18.2. The Seller agrees to comply with the Buyer's Guidelines on Environmentally Friendly Purchasing (Appendix 1), as well as the principles of the Environmental Policy adopted by the Buyer (Appendix 6), and to act in accordance with the rules set forth therein.

19. Sustainable Procurement Charter

The Seller shall comply with the Sustainable Procurement Charter published on the Buyer's website at: <https://www.umicore.com/storage/main/umicore-sustainable-procurement-charter-2017.pdf>

20. Personal Data Protection

The rules governing the processing of personal data are set forth in Appendix 2 to these General Terms and Conditions of Purchase.

21. CE Marking

The equipment or other goods offered and delivered shall comply with the requirements of Polish and EU law, as specified in the relevant directives or regulations concerning CE marking. All documentation required by law shall be available in Polish. The Buyer requires full support in the risk assessment and certification process for the group of machines, where applicable.

22. Settlement

The Buyer is entitled to set off against any amounts due to the Seller on any account any amounts that the Buyer or other companies within the Umicore Group may claim from the Seller on any account. The parties release each other and the companies within their respective groups from liability for claims for payment of amounts that have been set off pursuant to this section.

23. Applicable law / Disputes

23.1. The legal relationship between the Buyer and the Seller, as well as all Agreements related thereto, shall be governed exclusively by Polish law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna, April 11, 1980) shall not apply.

23.2. The exclusive place of jurisdiction is the Buyer's place of business, provided, however, that the Buyer retains the right to file a lawsuit or initiate proceedings against the Seller in any other competent court.

24. Large enterprise status

In connection with the obligation arising from Article 4c of the Act on Excessive Delays in Payments, the Buyer

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declares that it has the status of a large enterprise within the meaning of Article 4(6) of the Act on Excessive Delays in Payments and Annex I to Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187 of June 26, 2014, as amended), (hereinafter: "Annex I to the Regulation").

25. Status of the Seller

25.1 In order to enable the Buyer to properly fulfill the obligations imposed on large enterprises by the Act, the Seller is required to submit a declaration regarding the size of its business, determined in accordance with Article 4(5) and (6) of the Act on Excessive Delays in Payments and the provisions of Annex I to the Regulation, as well as to update this declaration in the event of a change in the Seller's status. Notwithstanding the foregoing, if the Seller is a large enterprise within the meaning of the aforementioned provisions, the obligation to submit the aforementioned declaration arises from Article 4c of the Act.

25.2. In accordance with the provisions referred to in section 25.1 above, the criteria for assessing the size of a business are as follows:

- a. microenterprise - employs fewer than 10 employees, and its annual revenue or annual balance sheet total does not exceed 2 million EUR,
- b. small enterprise - employs fewer than 50 people, and its annual turnover or annual balance sheet total does not exceed 10 million EUR,
- c. medium-sized enterprise - employs fewer than 250 employees, and its annual turnover does not exceed 50 million EUR or its annual balance sheet total does not exceed 43 million EUR,
- d. large enterprise—employs at least 250 employees, and its annual turnover exceeds 50 million EUR or its annual balance sheet total exceeds 43 million EUR.

25.3. When determining the data referred to in sections 25.1 and 25.2 above, partner or affiliated enterprises as defined in Annex I to the Regulation are also taken into account.

25.4. The criteria set forth in section 25.2 above are consistent with currently applicable regulations, though they are merely supplementary in nature. In the event of a change to the aforementioned regulations, the currently applicable regulations shall be used to determine the size of the enterprise.

26. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or as a result of any future legislative or administrative action, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

27. List of Attachments

The following constitute appendices to these General Terms and Conditions of Purchase:

- a. Appendix No. 1 – Guidelines for Environmentally Friendly Purchasing;
- b. Appendix No. 2 – Personal Data Protection;
- c. Appendix No. 3 – Agreement;
- d. Appendix No. 4 – Health and Safety Guidelines for Employees of Third-Party Companies Performing Work on the Premises of the Umicore Plant in Radzikowice (near Nysa);
- e. Appendix No. 5 – Health, Safety, and Environmental Requirements for Contractors Applicable at the Facilities of Umicore Battery Materials Poland Sp. z o.o.;
- f. Appendix No. 6 – Method Statement;
- g. Appendix No. 7 – Environmental Policy;
- h. Appendix No. 8 – ISO 50001 Energy Management System Requirements;
- i. Appendix No. 9 – Energy Policy;
- j. Appendix No. 10 – Guidelines for Service Providers Performing Work on the Premises of the Umicore Facility in Radzikowice;
- k. Appendix No. 10.1 – Regulations for the Provision of External Services at Umicore Battery Materials Poland Sp. z o.o., Radzikowice 1C Plant;
- l. Appendix No. 11 – Facility Regulations for Umicore Battery Materials Poland Sp. z o.o., Radzikowice 1C Plant.

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Attachment 1 - Eco-Friendly Purchasing Guidelines

Purpose

The purpose of these guidelines is to minimize the environmental impact of the Buyer's purchasing activities as part of the Buyer's sustainable business efforts.

Guidelines

1. Purchase eco-friendly products whenever possible.
2. It is preferable to purchase products and services that satisfy eco-friendly standards established by the government and widely known organizations.
3. Prioritize products that fulfill requirements for function, quality, and economic feasibility while having less environmental impact in all steps of production (i.e. energy consumption, waste production).
4. If the purchased item has a significant negative impact on the environment, encourage continuous improvement through partnerships with suppliers.
5. Through the Material Safety Data Sheet, confirm whether environmentally harmful substances and prohibited substances are used and identify the environmental risks in advance.
6. When evaluation is possible, consider efforts to save resources and eco-friendly design (e.g., miniaturization, lightweight) and materials when making purchases.
7. Prioritize products that are made with recycled materials or parts, or products that use recyclable materials.
8. Prioritize selection of products that clearly display information on the hazards or dangers associated with the environment, safety, and health, and that disclose the details in a transparent manner.

Attachment 2 – Personal Data Protection

1. Due to providing services, the Seller may make available to the Buyer personal data which are processed by the Seller as a data controller, such as personal data of persons acting on behalf of the Seller or executing the Agreement including their employees, cooperators etc. Umicore Battery Materials Poland sp. z o.o. shall become controller of such personal data [contact e-mail: Data_Protection@eu.umicore.com]. The Seller is obliged to inform aforementioned persons about rules of processing personal data by the Buyer stipulated herein.
2. The Buyer processes personal data for the purpose of entering into or performing an Agreement (legal basis for processing of personal data of Seller is necessity for the performance of the Agreement; legal basis for processing of personal data of persons acting on behalf of the Seller is legitimate interest of Buyer or the third party), the Buyer's and affiliated entities' marketing (legal basis for its processing is legitimate interest of Buyer or the third party), for the purpose connected with accounting or taxes (legal basis for its processing are provisions of law) and for the purposes of establishment, exercise or defence of eventual legal claims (legal basis for its processing is legitimate interest of the Buyer).
3. Recipients of personal data made available to the Buyer may be in particular entities performing courier service, accounting, tax consultancy, advisory, marketing, IT services, including, within aforementioned activities, related and affiliated entities as well as entities which may participate in executing Agreement concluded with the Seller, e.g. notaries, advisors, litigation adversaries etc.
4. Personal data shall be kept by the Buyer until the execution of the concluded Agreement, objection to processing of personal data for the purposes of marketing, for the period stipulated by the provisions of law or for the period of limitation of possible claims prescribed by provisions of law, especially by Civil Code

- depending on which of aforementioned terms is longer.
- 5. Person, whose personal data are processed by the Buyer shall have the right of access to his/her data and the right to request its rectification, erasure or restriction of processing, object to the processing of data or to transferring these data to another controller as well as a right to lodge a complaint with President of Office for Personal Data Protection on the terms specified by law.
- 6. Disclosure of personal data by the Seller is as a rule voluntary, but necessary for the performance of an Agreement and other purposes of processing of personal data defined above. In case the disclosure of personal data is obligatory, Buyer shall inform the Seller about the legal basis of such obligation.
- 7. In the scope within which under the Agreement personal data are not made available, Seller as a controller (or processor - in this case it shall be indicated to the Buyer and the personal data shall be further entrusted within the framework of this Agreement) outsources its processing to the Buyer in the scope necessary to perform the Agreement and instruct its processing. In particular set and scope of outsourced data results from Seller's specific actions with regard to the Buyer.
- 8. Buyer as a processor undertakes in particular to:
 - a. process the personal data only on documented instructions from the controller, including with regard also to transfers of personal data to a third country or an international organisation, unless required to do so by provisions of law, in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - b. process personal data in compliance with the provisions of law and General Purchase and Conditions exclusively in the scope and for the purposes necessary to perform Agreement for the period of its performance;
 - c. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - d. take all measures required by provisions of law, in particular implement technical and organisational measures to ensure protection of personal data appropriate to risks and category of protected data, in particular to safeguard data from its disclosure to unauthorised persons, taking it away by unauthorised person, processing in non-compliance with provisions of law as well as alteration, loss, damage or destruction thereof;
 - e. respect the conditions for engaging another processor referred to in sec. 10 and 11 below and provisions of law;
 - f. taking into account the nature of the processing, assist the Seller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Seller's obligation to respond to requests for exercising the data subject's rights stipulated by provisions of law;
 - g. taking into account the nature of processing and the information available to the processor; assists the controller in ensuring compliance with the obligations stipulated by the provisions of law, in the scope prescribed by provisions of law;
 - h. makes available to the Seller all information necessary to demonstrate compliance by the Buyer as a processor of personal data, with the obligations stipulated in the provisions of law and allow for and contribute to audits, including inspections, conducted by the Seller or another auditor mandated by the Seller, on the rules set out in sec. 9 below. Buyer shall immediately inform the Seller if, in its opinion, the instruction given by Seller infringes the provisions of

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- law.
- i. Seller is entitled, not more than once per 18 months, to carry out an inspection of processing personal data by the Buyer, including exclusively control of the appropriate documentation and obtaining necessary explanations concerning provisions hereof. In any event of control, Seller shall deliver to the Buyer written notice of the intention to carry out an inspection, after receiving aforementioned notice Parties undertake to initiate discussions to determine in cooperation the scope and term of carrying out the inspection. Each Party is obliged to hold the discussions in good faith, respecting rightful interests of the other Party. Buyer may refuse to carry out the inspection in whole or in part, including disclosure of specific documents, in particular if the scope or term proposed by Seller may adversely affect the day-to-day operating of the Buyer or may be associated with business secret disclosure. The inspection is permissible only if Seller has a reasonable suspicion concerning infringement of provisions of law or the present attachment by the Buyer. Seller is obliged to demonstrate circumstances justifying their suspicions in the notice of the intention of the inspection delivered to the Buyer. In case the Buyer recognizes demonstrated circumstances as insufficient, it may request from Seller supplementary explanations. Buyer shall not be obliged to comply to Seller's recommendations concerning quality of personal data safeguards or processing of personal data, prepared in the course of inspection or issued in the course of conducted audits.
9. Buyer may entrust personal data entrusted to it according to provisions of General Purchase Conditions to third parties exclusively for the purpose of correct performance of the Agreement, to which Seller hereby gives consent.
10. In case of entrusting mentioned in sec. 9 above, the Buyer shall ensure that the same data protection obligations as set out in General Purchase Conditions are imposed on the third party.
11. After termination or expiry of the Agreement, Buyer, depending on decision of the Seller, undertakes to: immediately return to the Seller or delete in a manner identified in a record all personal data and delete all existing copies thereof, not later than within 30 working days from expiry or termination of the Agreement, unless there is a requirement to store the personal data stipulated by provisions of law.
12. The Seller ensures that making personal data available or entrusting personal data to the Buyer shall each time take place in accordance with provisions of law. For the avoidance of doubt concerning rules regarding Buyer's liability for performing obligations in compliance with the present attachment, General Purchase Conditions shall be applicable. In the scope in which in the course of performing the Agreement concluded with Seller, another entity is contacting the Buyer on instruction from the Seller (in particular company from the same capital group), the Seller declares that this entity has acquainted itself with and accepted General Purchase Conditions in the scope of Attachment No. 2 and provisions connected therewith, which apply to it accordingly (they are, in particular, a basis of making personal data available or entrusting the processing of personal data).

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Porozumienie
o współpracy w zakresie bezpiecznych i higienicznych warunków
pracy
(„Porozumienie”)
zawarte dnia [...] w Radzikowie
pomiędzy:

Umicore Battery Materials Poland sp. z o.o. z siedzibą w Radzikowicach,
adres: Radzikowice 1C, 48-300 Nysa,
nr KRS: 0000739966, NIP: 8992847719, REGON: 38079511400000,
sąd rejestrowy: Sąd Rejonowy w Opolu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego,
kapitał zakładowy: 1.352.300.000,00 zł

reprezentowaną przez:
Dariusz Stanisław Jurczak – Członek Zarządu
Radosław Trybulski – Prokurent

dalej jako: „Usługobiorca” lub „Umicore”
a
[...]

reprezentowaną przez:
[...]

Zwanym dalej jako: „Usługodawca”

zwani w dalszej części Porozumienia indywidualnie jako „Strona” oraz łącznie jako „Strony”

ZWAŻYWSZY, że:

- i. Umicore i Usługodawca są Stronami Umowy z dnia [...]
- ii. intencją Stron jest doprecyzowanie warunków współpracy w zakresie zasad bezpieczeństwa i higieny pracy,

Strony zawierają niniejsze Porozumienie o następującej treści:

§ 1

1. Na podstawie art. 208 Kodeksu pracy Strony zawierają porozumienie o współpracy w zakresie bezpiecznych i higienicznych warunków pracy, o treści określonej w niniejszym dokumencie.
2. Poprzez użycie w niniejszym Porozumieniu słowa „Załoga” rozumie się wszystkie osoby, którymi dla realizacji postanowień Umowy posługują się Strony, bez względu na stosunek prawny łączący taką osobę odpowiednio z Usługobiorcą lub Usługodawcą, tj. zarówno osoby zatrudnione na podstawie umowy o pracę, jak i osoby współpracujące na podstawie umów cywilnoprawnych.
3. Strony potwierdzają, że w związku z realizacją Umowy zatrudniona przez nich Załoga lub jej część będzie pracować jednocześnie w tym samym miejscu, tj. na terenie zakładu produkcyjnego Usługobiorcy.
4. W celu zapewnienia Załodze świadczącej pracę w tym samym miejscu bezpiecznych i higienicznych warunków pracy, Strony zobowiązują się do:

Agreement
on cooperation regarding safe and healthy working conditions
(“Agreement”)
concluded on [...] in Radzikowice
between

Umicore Battery Materials Poland sp. z o.o., with its registered office in Radzikowice,
address: Radzikowice 1C, 48-300 Nysa,
KRS No.: 0000739966, NIP: 8992847719, REGON: 38079511400000,
Registering court: District Court in Opole, 8th Commercial Division of the National Court Register,
share capital: PLN 1,352,300,000.00

represented by:
Dariusz Stanisław Jurczak – Board Member
Radosław Trybulski – Proxy

hereinafter referred to as: “Customer” or “Umicore”
and
[...]

represented by:
[...]

hereinafter referred to as: “Supplier”

hereinafter referred to separately as a “Party” and jointly as “Parties”

WHEREAS:

- i. Umicore and the Supplier are Parties to the agreement [e.g., for the provision of services] of [...],
- ii. it is the intention of the Parties to clarify the terms of cooperation within the scope of health and safety requirements,

The Parties hereby enter into this Agreement with the following provisions:

§ 1

1. Pursuant to Article 208 of the Labor Code, the Parties enter into an agreement on cooperation regarding safe and healthy working conditions, as specified in this document.
2. For the purposes of this Agreement, the term “Staff” refers to all persons whom the Parties engage for the implementation of the Agreement, regardless of the legal relationship between such persons and the Customer or Supplier, respectively—that is, persons employed under an employment contract and persons cooperating on the basis of civil law contracts.
3. The Parties confirm that, in connection with the implementation of this Agreement, the Staff or a portion of the Staff employed by them will work simultaneously at the same location, i.e., on the premises of the Customer’s plant.
4. For the purpose of ensuring safe and healthy working conditions for the Staff working in the same location, the Parties undertake to:

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- a. organizacji pracy w sposób zapewniający bezpieczne i higieniczne warunki pracy,
 - b. zapewnienia przestrzegania przepisów i zasad bezpieczeństwa pracy,
 - c. współpracy ze sobą,
 - d. wyznaczenia koordynatora o czym mowa w § 2 Porozumienia,
 - e. ustalenia zasad współdziałania uwzględniających sposób postępowania w przypadku wystąpienia zagrożenia dla życia i zdrowia dla Załogi,
 - f. informowania siebie nawzajem oraz Załogi lub jej przedstawicieli o działaniach w zakresie zapobiegania zagrożeniom zawodowym występującym podczas wykonywanych prac.
5. Usługodawca oświadcza, że terminowo i zgodnie z prawem reguluje składki na ubezpieczenie wypadkowe za zaangażowanych członków Załogi podlegających ubezpieczeniu wypadkowemu. Dodatkowo, Usługodawca oświadcza, że członkowie Załogi, którymi Usługodawca posługuje się do wykonania usług na rzecz Usługobiorcy są zatrudnieni zgodnie z obowiązującymi przepisami prawa, w tym posiadają aktualne szkolenia BHP, badania medycyny pracy oraz uprawnienia, o ile są wymagane. Usługobiorca może według własnego uznania i w każdym czasie, żądać okazania przez Usługodawcę konkretnych dokumentów potwierdzających legalność zatrudnienia członków Załogi (m.in. karta szkolenia BHP, potwierdzających uprawnienia itp.) do wglądu.

§ 2

1. Strony ustalają, że w miejscu prowadzenia prac przez pracowników Usługobiorcy i pracowników zatrudnionych przez innych pracodawców zostanie powołany koordynator BHP ze strony Usługobiorcy.
2. Koordynator BHP ze strony Usługobiorcy zostanie określony w trakcie przygotowania dokumentu pozwolenie na prace. Koordynatorem BHP może być również osoba nie będąca pracownikiem usługobiorcy działający w jego imieniu.
3. Usługobiorca zobowiązany jest do przekazania wszystkim zaangażowanym podwykonawcom wszelkich zmian w niniejszym Porozumieniu, jak również jednostronnego oświadczenia o wyznaczeniu koordynatora oraz odebrania od podwykonawców oświadczeń o zapoznaniu się ze zmianami i przystąpieniu do Porozumienia w zmienionym zakresie w trybie § 3 ust. 7.
4. Jeżeli prace wykonywane przez usługodawcę mają charakter stałej usługi wykonywanej na podstawie umowy i w ramach szczególnych uzgodnień pozwolenie na prace nie jest wydawane każdorazowo, Usługodawca jest zobowiązany do wyznaczenia koordynatora BHP ze swojej strony.
5. Powołanie Koordynatora BHP ze strony Usługobiorcy nie zwalnia Usługodawcy z obowiązku koordynacji i zapewnienia bezpieczeństwa i higieny pracy pracownikom wykonującym prace na rzecz Usługobiorcy

§ 3

Strony ustalają następujące zasady współdziałania i sposoby postępowania, w tym również w przypadku zagrożeń dla zdrowia lub życia:

- a. organize work in such a manner as to ensure safe and healthy working conditions,
 - b. ensure compliance with occupational safety rules and regulations,
 - c. cooperate with one another,
 - d. appoint a coordinator as referred to in § 2 of the Agreement,
 - e. set forth the principles of cooperation, taking into account the types of actions to be taken in the event of threats to the health or life of staff,
 - f. notify each other and the Staff or their representatives of any actions related to preventing occupational hazards that occur in the course of the work performed.
5. The Supplier declares that it pays accident insurance premiums for the Staff members subject to accident insurance in a timely and lawful manner. In addition, the Supplier declares that the personnel used by the Supplier to perform services for the Customer are employed in accordance with applicable laws, including personnel who have current occupational health and safety training, occupational health examinations, and licenses, if required. The Customer may, at its own discretion and at any time, require the Supplier to present specific documents proving the legality of the employment of its personnel (e.g., health and safety training card, proof of entitlements, etc.) for review.

§ 2

1. The parties agree that a health and safety coordinator on the Customer's side shall be appointed at the worksite where the Customer's employees and employees of other employers are working.
2. The health and safety coordinator on the Customer's side shall be identified during the preparation of the work permit document. The health and safety coordinator may also be a person who is not an employee of the Customer but who acts on behalf of the Customer.
3. The Customer is obligated to provide all subcontractors involved with any changes to this Agreement, as well as with a unilateral statement regarding the appointment of a coordinator, and to obtain from the subcontractors statements confirming that they have read the changes and agree to the Agreement as amended, in accordance with § 3, section 7.
4. If the work performed by the service provider is a permanent service carried out under a contract and, under special arrangements, a work permit is not issued each time, the Supplier is required to appoint a health and safety coordinator on its part.
5. The appointment of a Health and Safety Coordinator by the Customer shall not relieve the Supplier of its obligation to coordinate and ensure the health and safety of employees performing work for the Customer

§ 3

The Parties set forth the following principles of cooperation and methods of action, including those in the event of any threats to health or life:

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- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Okresowo, według ustaleń Stron, organizowane będą spotkania Stron, w celu omówienia zagadnień dotyczących zagrożeń wypadkowych oraz bezpieczeństwa pracy. 2. Strony postanawiają, iż podstawą wpuszczenia członków Załogi Usługodawcy na teren zakładu Umicore jest: <ol style="list-style-type: none"> a. odbycie szkolenia z zakresu BHP, oraz aktualne badania lekarskie i szkolenia BHP b. posiadanie i używanie przez pracowników wykonujących pracę środków ochrony indywidualnej, odzieży i obuwia roboczego, zgodnie z wymogami dla danego stanowiska pracy, c. zapoznanie z instrukcjami BHP i ppoż. obowiązującymi u Usługobiorcy, oraz innymi informacjami, o których mowa w art. 207¹ Kodeksu pracy. 3. Usługodawca będzie wykonywał obowiązki wynikające z Umowy na terenie Umicore wyłącznie przy pomocy Załogi, która spełnia wymagania określone w ust. 2 powyżej oraz w §1 ust. 5 powyżej. 4. Umicore zobowiązuje się do: <ol style="list-style-type: none"> a. przekazania Usługodawcy instrukcji BHP i ppoż. obowiązujących u Usługobiorcy oraz innych informacji, o których mowa w art. 207¹ Kodeksu pracy, stanowiących Załącznik nr 2 i 3 do Umowy („Informacje”); b. udostępnienia posiadanych pomieszczeń higieniczno-sanitarnych, z wyłączeniem szatni, oraz środków higieny osobistej; c. udzielania pierwszej pomocy przedlekarskiej na zasadach przyjętych w Umicore. 5. Do obowiązków Usługodawcy należy: <ol style="list-style-type: none"> a. szkolenie na własny koszt swojej Załogi z zakresu BHP w języku i w sposób zrozumiały dla Załogi; b. wyposażenie na własny koszt swojej Załogi w obuwie robocze, ubranie robocze i środki ochrony indywidualnej, stosownie do zajmowanego stanowiska; c. zapoznanie Załogi z Informacjami uzyskanymi od Kupującego, na własny koszt w języku i w sposób zrozumiały dla swojej Załogi, d. oceny ryzyka zawodowego występującego na stanowiskach pracy członków swojej Załogi na własny koszt, e. przekazanie zaangażowanym przez siebie podwykonawcom Informacji uzyskanych od Kupującego. 6. Jeśli członek Załogi Usługodawcy ulegnie wypadkowi podczas wykonywania usług, postępowanie powypadkowe, w zakresie i zgodnie z zasadami wynikającymi z właściwych przepisów prawa, przeprowadza w całości Usługodawca. | <ol style="list-style-type: none"> 1. Periodically, as agreed by the Parties, meetings shall be organized between the Parties to discuss any issues relating to accident risks or workplace safety. 2. The Parties agree that the Supplier's staff shall only be permitted to enter Umicore's plant if: <ol style="list-style-type: none"> a. they have completed health and safety training and possess up-to-date medical examination and safety training b. they have and use personal protective equipment, work clothes, and shoes in accordance with the requirements for the specific job, c. are familiar with the fire safety and health and safety instructions applicable at the Customer's premises, as well as other information referred to in Article 207¹ of the Labor Code. 3. The Supplier shall perform its obligations under the Agreement at the Customer's premises solely by using Staff that meets the requirements set forth in Section 2 above as well as §1, Section 5 above. 4. The Customer undertakes to: <ol style="list-style-type: none"> a. provide the Supplier with the fire and health and safety instructions applicable at the Customer's premises, as well as other information referred to in Article 207¹ of the Labor Code ("Information"); b. provide access to existing restroom facilities, excluding changing rooms, and personal care products; c. administer first aid in accordance with the terms and conditions in effect at the Customer's premises. 5. The Supplier is obligated to: <ol style="list-style-type: none"> a. provide health and safety training to its Staff at its own expense in a language and manner understandable to the Staff; b. provide, at its own expense, work shoes, work clothes, and personal protective equipment to its Staff, as required by the job performed; c. inform its Staff of the information obtained from the Customer, at the Customer's expense, in a language and manner understandable to the Staff members; d. assess the occupational risks present at their Staff members' workstations at their own expense; e. provide the subcontractors engaged by the Supplier with the information obtained from the Customer; 6. If a member of the Supplier's staff has an accident while performing the services, the post-accident procedures—to the extent and in accordance with the principles set forth in the |
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Usługobiorca jest zobowiązany udzielać pomocy przedlekarskiej, zgodnie z ust. 4 pkt c powyżej, a także umożliwić Usługodawcy przeprowadzenie postępowania wypadkowego w wymaganym zakresie, w tym np. oględziny miejsca wypadku, jeżeli miał on miejsce na terenie Usługobiorcy lub przesłuchanie świadków wypadku, a także udzielać Usługodawcy wszelkich niezbędnych informacji w związku z postępowaniem powypadkowym.

7. Podwykonawcy zaangażowani przez Usługodawcę do wykonywania Umowy przystąpią do niniejszego Porozumienia na mocy oświadczenia, którego wzór stanowi Załącznik nr 1.1, nie później niż w dniu rozpoczęcia prac przez tych podwykonawców.

applicable law—shall be carried out in full by the Supplier. The Customer is obligated to provide first aid in accordance with Section 4(c) above, as well as to enable the Supplier to conduct an accident investigation to the extent required, including, for example, inspecting the scene of the accident if it occurred on the Customer's premises, or interviewing witnesses to the accident, and to provide the Supplier with all necessary information in connection with the accident investigation.

7. Subcontractors engaged by the Supplier to perform the Contract shall enter into this Agreement by virtue of a declaration, a specimen of which is attached hereto as Appendix 1.1, no later than the day on which such subcontractors commence work.

**Strona Zamawiająca/
Umicore:**

nazwisko funkcja
nazwisko funkcja

nazwisko funkcja
nazwisko funkcja

Supplier/[...]:

Name/Function

Name/Function

Customer/Umicore:

Name/Function

Name/Function

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Attachment No. 1 to the EHS Agreement

**Oświadczenie
o przystąpieniu do Porozumienia
o współpracy w zakresie bezpiecznych i higienicznych
warunków pracy**

zawartego przez Umicore sp. z o.o.
oraz []
dnia []

Działając w imieniu [**dane podwykonawcy – min. nazwa, siedziba**], tj. podmiotu działającego jako podwykonawca [**dane wykonawcy zlecającego pracę**] (dalej jako: „**Podwykonawca**”) niniejszym oświadczam, iż **Podwykonawca przystępuje do Porozumienia o współpracy w zakresie bezpiecznych i higienicznych warunków pracy po stronie Usługodawcy.**

W konsekwencji, zobowiązuje się do spełnienia wszystkich opisanych w Porozumieniu obowiązków leżących po stronie Usługodawcy, w zakresie bezpiecznych i higienicznych warunków pracy, wobec członków Załogi Podwykonawcy oraz wobec Usługobiorcy.

Oświadczam ponadto, iż Podwykonawcy zostały przekazane od Umicore informacje, o których mowa w § 3 ust. 4 pkt a, tj. oraz że są dla Podwykonawcy zrozumiałe i będą przez niego stosowane.

**Declaration of
of entering into the EHS Agreement
on cooperation regarding safe and healthy working
conditions**

concluded by Umicore sp. z o.o.
and []
on []

Acting on behalf of [**subcontractor's details—at least name and registered office**], i.e., the entity acting as a subcontractor to [**details of the contractor commissioning the work**] (hereinafter referred to as: “Subcontractor”), **I hereby declare that the Subcontractor enters into the EHS Agreement on cooperation regarding safe and healthy working conditions on the part of the Service Provider.**

Consequently, I undertake to fulfill all the obligations described in the EHS Agreement on the part of the Service Provider, regarding safe and healthy working conditions, toward the members of the Subcontractor's staff and toward the Ordering Party.

I further declare that the Subcontractor has been provided by Umicore with the information referred to in § 3, section 4(a), and that it is understood and will be applied by the Subcontractor.

[miejsce i data / place and date]

[name, function]

[name, function]

UMICORE BATTERY MATERIALS POLAND GENERAL TERMS AND CONDITIONS

Attachment 4 – Health and Safety Guidelines for Employees of Third-Party Contractors Performing Work at Umicore Plant in Radzikowice (near Nysa)

Health and Safety Guidelines for Employees of Third-Party Contractors Performing Work at Umicore Plant in Radzikowice (near Nysa)

All employees entering the plant must undergo health and safety and environmental protection training which takes approximately 30 minutes. During the training, the following will be checked:

- Validity of documents relating to periodic medical examinations and health and safety training (documents to be provided for review),
- Licences to operate machinery and equipment, e.g. forklift trucks, basket lifts, overhead cranes, etc.,
- Personal protective equipment (visible damage and documentary evidence of inspections, if required, e.g. in the case of harness, shock absorbers),
- Documents confirming the possibility to use any equipment which is subject to approval by the Office of Technical Inspection (UDT) (UDT decision / inspection / sticker).

When entering production areas, third-party contractors must have the following:

- Long-sleeved clothes,
- Reflective vests,
- Safety helmets with chin straps,
- S3 footwear,
- Half masks with P3 filters,
- Protective goggles,
- Protective gloves suitable for the work to be carried out.

Note: In the event of any malfunction, e.g. product leakage, employees of third-party contractors must leave their place of work immediately, notifying the owner of the area thereof. Umicore employees are adequately trained and they become responsible for removing any negative effects of the incident.



In each building, there are first-aid kits with basic supplies to provide first aid in case of emergency. In the event of an accident, a Umicore employee must be notified who will then provide basic first aid and call for further assistance in accordance with internal rules.

Areas of buildings are equipped with visual and audible fire alarm systems. If you notice a fire, activate fire alarm using the manual call point (ROP) button and go to the designated assembly point following instructions from the evacuation coordinator, who is the area owner: usually the leader or manager.

Please read the following and plan your work so as to take into account the specific risks that exist on site:

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Hałas oraz pola elektro magnetyczne – przekroczenia poziomu 80dB występują jedynie miejscowo i przeważnie w pomieszczeniach technicznych. Pomiary pól elektro magnetycznych wyznaczyły strefę pośrednią przy rozdzielni 110kV GIS oraz elektromagnesach na budynku P4CD  Strefa Pośrednia – obejmująca te obszary, w których przebywanie - powodujące <u>narażenie kontrolowane</u> - jest dopuszczone warunkowo (tj. istnieje konieczność stosowania środków ochrony określonych ze względu na rozpoznane zagrożenia elektromagnetyczne, wynikające z pośrednich skutków oddziaływania pola-EM). Są to miejsca o wartościach natężenia pola elektrycznego od 1,0 kV/m do 3,3 kV/m i miejsca o wartościach natężenia pola magnetycznego od 60 A/m do 530 A/m. Pracujące maszyny i urządzenia – elementy ruchome, doprowadzane do nich energie niebezpieczne oraz urządzenia elektryczne ręczne.  	→ Ochronniki słuchu lub zatyczki do uszu → Przestrzeganie limitów odnośnie prac przy urządzeniach emitujących pola elektromagnetyczne – dla pola pośredniego możliwa praca 8h → Ograniczenie czasu przebywania w wyznaczonych strefach → System LOTO → Oznaczenie miejsc niebezpiecznych → Odpowiednie ŚOI np. okulary, rękawice anty przecięciowe
zagrożenie Substancje chemiczne wykorzystywane w procesach produkcyjnych Oznakowanie mieszanek niklu, manganu, kobaltu i litu: Piktogramy określające rodzaj zagrożenia :   Hasło ostrzegawcze : Niebezpieczeństwo Zwroty wskazujące rodzaj zagrożenia : H330 Wdychanie grozi śmiercią. H350 Może powodować raka. H372 Powoduje uszkodzenie narządów (Płuca) poprzez długotrwałe lub wielokrotne narażenie drogą oddechową. H412 Działa szkodliwie na organizmy wodne, powodując długotrwałe skutki. Oznakowanie wodorotlenku Litu: Piktogramy określające rodzaj zagrożenia :   Hasło ostrzegawcze : Niebezpieczeństwo Zwroty wskazujące rodzaj zagrożenia : H302 Działa szkodliwie po połknięciu. H314 Powoduje poważne oparzenia skóry oraz uszkodzenia oczu. Transport wewnątrz zakładowy – w fabryce wykorzystywane są urządzenia transportu bliskiego, wliczając w to wózki widłowe, wózki specjalistyczne, zwykłe oraz pojazdy typu melex. Dodatkowo po wewnętrznych drogach ze względu na trwające prace budowlane mogą przemieszczać się pojazdy ciężki tj. dźwigi, żurawie.  	Środki zapobiegawcze Mieszanka niklu, manganu, kobaltu i litu: → Szczelna instalacja procesowa → Ubiór roboczy, długie rękawki, półmaski z filtrami P3, rękawice ochronne (zalecane: Microflex 93-260) Wodorotlenek Litu: → Izolowane pomieszczenie – wstęp tylko dla upoważnionych osób → Wymagane pisemne pozwolenie na pracę → Wykorzystanie kombinezonu izolującego cały organizm, kaptura ochronna, oraz systemu wymuszonego przepływu powietrza (versafllo) wraz z filtrami → Zabudowane stacje do rozładunku wodorotlenku litu → Rękawice ochronne (zalecane: ansell 58-270) → Wygrodzenie obszarów budowy → Przemieszczanie się w kamizelkach po terenie zakładu → Wygradzanie stref pracy żurawi i suwnic → Alarmy cofania w wózkach widłowych → Wyznaczone ścieżki komunikacyjne

Please also note that, in accordance with applicable environmental regulations, all waste generated during work on the plant premises must be taken with you and disposed of in accordance with applicable regulations. Waste storage areas and waste itself must be clearly and permanently labeled in accordance with applicable regulations. Furthermore, please note that Umicore does not provide its own waste bins or containers.



UMICORE BATTERY MATERIALS POLAND GENERAL TERMS AND CONDITIONS

Appendix No. 5 – Health, Safety, and Environmental Requirements for Contractors Applicable at the Facilities

of Umicore Battery Materials Poland Sp. z o. o.

Health, Safety, and Environmental Requirements for Contractors Applicable at the Facilities of Umicore Battery Materials Poland Sp. z o. o.

1. The Contractor, its employees, and subcontractors are required to participate in an orientation training session during which the rules and regulations in effect at Umicore Battery Materials Poland Sp. z o. o. (RBMP) are explained.
2. Before commencing work, the Contractor is required to provide detailed information regarding the method of performing the work by completing the "Statement of Method" document—Appendix No. 8. This document must be sent directly to the Umicore contact person at least 3 days before the start of the planned work. In this document, the parties specify the scope of work, the method of performing it, the tools and resources required to carry out the work, and the personal protective equipment required for the specific area and type of work. Depending on the nature of the work or Umicore's specific requirements, the personal protective equipment may differ from that listed below in Section 5. In such cases, this information will be provided to the Contractor during the approval process for the Method Statement.
3. Based on the information provided, an Umicore employee issues a work permit, which is necessary to perform the work. The permit will specify the risks and safety rules that must be followed to perform the work.
4. It is the responsibility of the supervisor of the external contractor's employees to ensure that no work is started or continued without a valid work permit.
5. The Contractor is required to perform the work in accordance with the scheduled deadlines while complying with the conditions set forth in applicable regulations regarding occupational health and safety, fire safety, labor law, building codes, and environmental protection regulations, including:
 - planning and coordinating all work to be performed,
 - ensuring professional supervision of the work being performed,
 - assigning to the work employees who hold a current certificate from an occupational health physician confirming no medical contraindications to performing the work, have completed occupational safety and health training (periodic or initial, as applicable) appropriate to the type of work being performed, and possess certification of qualifications to perform the work, if required by Polish law,
 - provide the necessary personal protective equipment depending on the work areas:
 - a) Production: S3 safety shoes, safety goggles, gloves appropriate for the work being performed, a safety helmet with a chin strap, a half-mask with P3 filters, and long-sleeved clothing with reflective elements,
 - b) Warehouses: S3 safety shoes, a safety helmet with a chin strap, long-sleeved clothing with reflective elements,

Note: The personal protective equipment (PPE) used may differ from that listed above depending on the work being performed and any additional risks. An Umicore employee will inform the service provider of any special PPE requirements before work begins.

- Provide any other necessary personal protective equipment required depending on the work being performed;
- A reflective vest must be worn when moving around the plant premises,
- comply with environmental protection requirements and legal regulations,
- to perform work in a manner that minimizes emissions into the environment—including wastewater, waste, air pollution, odors, heat, noise, and magnetic fields—and does not cause environmental damage, including a complete prohibition on disposing of waste in containers belonging to Umicore or pouring liquid substances into the sewer system,
- temporarily storing waste generated in connection with the performance of work on Umicore's premises in a designated area, in compliance with environmental protection regulations. Waste storage areas must be clearly marked and separated. Stored waste must be labeled with, at a minimum, the waste code and the company name,
- Waste generated as part of the service provided belongs to the contractors. The contractor is required to provide its own container for the generated waste. The preparation of BDO documentation and the transport of the generated waste—including the associated costs and liability—are the responsibility of the contractor,
- immediately notify the person commissioning the work or the person responsible for the external company of any environmental damage (including spills) and any violations of environmental regulations or requirements that occur while performing work on Umicore's premises,
- to remedy, at its own expense and under its own responsibility, all environmental damage and violations of environmental regulations and requirements arising in connection with the performance of the work covered by this contract on Umicore's premises.

UMICORE BATTERY MATERIALS POLAND GENERAL TERMS AND CONDITIONS
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6. The Contractor is obligated to maintain the work site in proper condition and order, remove unnecessary materials and waste, and, upon completion of the subject matter of the contract, rectify any defects and clear the surrounding area of any remaining materials and equipment belonging to the Contractor.
7. The Contractor is required to provide, in paper or electronic form, the Material Safety Data Sheet (MSDS) for any hazardous chemicals brought onto the premises no later than the first day of work. MSDSs or summary chemical information for the substances used must be available at the chemical storage locations.
8. The Contractor has the right to subcontract part of the work to another party in accordance with the provisions of Article 647 of the Civil Code. In such a case, the Contractor is liable for any act or omission of the subcontractor as if it were its own. The Contractor is also required to notify Umicore of the subcontractor and obtain Umicore's approval. Entities or individuals employed by the Contractor must meet the same health, safety, and environmental requirements on Umicore's premises in Nysa as those imposed on the Contractor.
9. In accordance with the facility's regulations, the following are prohibited at the company:
 - bringing in, consuming alcohol, or using intoxicants or drugs on the premises, as well as coming to work after consuming alcohol or such substances,
 - smoking and using e-cigarettes outside of areas specifically designated for this purpose,
 - performing work for which he or she does not have the required qualifications or certifications,
 - performing work that requires the use of personal protective equipment or technical safety measures without such safeguards,
 - disrupting work,
 - taking photographs or making video recordings, or bringing image-recording devices into production and warehouse areas,
 - bringing in and consuming meals in production or warehouse areas.
10. Work at Heights:
 - The contractor must obtain written authorization to perform work at heights, i.e., a permit for work at heights;
 - Contractors must have scaffolding acceptance reports signed by individuals with construction licenses if scaffolding is to be used
 - The contractor shall provide and affix to each erected scaffold a sign reading "Scaffold Safe to Use" (green card) along with the scaffold acceptance report, written in white letters on a green background.
 - All scaffolding currently being erected or dismantled shall have a sign affixed reading "Scaffold Unsafe – Do Not Use" (red card) written in black letters on a red background.
 - In consultation with Umicore's Health, Safety, and Environment (HSE) department, another approved scaffolding marking system may be used;
 - the use of "Warsaw-style" scaffolding is not permitted,
 - Contractors must provide personal protective equipment for work at heights, including personal fall arrest systems along with regular inspections;
 - For work at heights above 1 m, "Faraone"-type ladders must be used. If this is not possible, other fall protection measures must be used, and approval must be obtained from Umicore's EHS department whenever possible,
 - Contractors are prohibited from:
 - standing on the top rungs of a ladder,
 - climbing scaffolding,
 - leaving tools or materials scattered at height,
 - throwing tools or materials from a height,
 - using leaning or extension ladders.
11. Fire-Hazardous Work:
 - The Contractor must obtain written approval to perform fire-hazardous work,
 - The Contractor is required to provide the fire extinguishing equipment necessary for performing fire-hazardous work,
 - The Contractor is required to provide dedicated equipment to isolate the area designated for fire-hazardous work, if required,
 - After work is completed, the work area must be inspected in accordance with the requirements specified in the permit for fire-hazardous work—one hour after completion.
12. Work in Confined Spaces:
 - The Contractor is prohibited from entering tanks, wells, or other confined spaces without a valid permit to enter such spaces,
 - The Contractor is required to designate personnel who are trained in confined space work, including safety procedures for entering confined spaces,
 - The Contractor is prohibited from working alone in confined spaces,
 - Before entering a confined space, an employee is required to measure the temperature, humidity, and concentrations of oxygen and hazardous gases.
13. Work on production equipment/machinery:
 - The contractor must obtain written authorization to perform work using the Lockout/Tagout (LOTO) system,
 - In accordance with the LOTO permit, the supervisor of the outside contractor must attach their own safety lanyard and tag next to the Umicore employee's padlock and tag.

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14. Work on the power system:
 - The contractor must obtain written authorization to perform electrical work if the work involves voltages higher than 24V,
 - The contractor must provide appropriate PPE and insulated tools if required.
15. Opening/Interrupting Lines
 - The contractor must obtain written authorization to perform work involving the opening or shutting off of lines (pipelines, machinery, equipment) containing hazardous media or chemicals.
 - In accordance with the permit to open lines, the outside contractor is required to use the specified work methods and personal protective equipment
 - Opening lines may only be performed by an Umicore employee
16. Failure to comply with health and safety rules:
 - The service provider acknowledges that specific internal procedures apply at the Umicore RBMP facility, including those regarding occupational health and safety and fire protection. Violation of these rules will result in disciplinary action.

Disciplinary Process

Level of reprimand	First	Second	Third
Examples of violations	▪ Failure to use basic PPE, e.g., protective gloves, hard hats, vests ▪ Lack of appropriate work clothing for the task at hand ▪ Failure to cordon off a work area where there is a risk to bystanders ▪ Clutter in the workplace ▪ Parking vehicles in unauthorized areas ▪ Working on a ladder in a manner that violates regulations ▪ Storing materials and/or waste in an area not designated for that purpose, in a manner that creates additional hazards; littering the premises ▪ Failure to follow the municipal waste sorting policy in effect on the premises ▪ Blocking an emergency exit ▪ Working without a valid work permit ▪ Smoking outside designated areas	▪ Failure to use or use of expired personal protective equipment (specialized), where required, e.g., safety harnesses, self-retracting lanyards ▪ Using defective tools and other equipment. Using tools and other equipment for purposes other than those for which they are intended ▪ Working on a ladder in violation of regulations ▪ Pouring chemical residues, including oils, glycol, etc., into storm drains and sinks ▪ Disposing of waste generated as a result of construction, renovation, and modernization services into containers belonging to Umicore ▪ Performing fire-hazardous work without fire extinguishers and fire blankets ▪ Performing hazardous work without the proper authorization ▪ Repeated violations of health and safety	▪ Driving vehicles on company premises that are not in good working order or lack the necessary documentation (e.g., UDT certification) ▪ Being under the influence of alcohol or other psychoactive substances, or consuming them on the premises ▪ Failure to report a workplace accident ▪ Working without LOTO when required ▪ Bypassing guards or safety devices on machinery ▪ Smoking outside designated areas or near flammable materials ▪ Working at heights without safety measures, including climbing onto equipment structures ▪ Storing flammable materials near heat sources ▪ Repeated violations of health and safety regulations and rules resulting in a second-degree warning

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		regulations and rules resulting in a first-degree warning	
Escalation of the incident	Verbal warning to the employee	Verbal warning to the supervisor or company	Verbal or written notice to the company manager
Consequences	Immediate implementation of preventive measures	- Work suspension - Immediate implementation of preventive measures - Retraining of the individual on Umicore's health and safety policies	- Work stoppage - Permanent ban on entry for anyone who violates health, safety, and environmental regulations and policies

METHOD STATEMENT: SAFETY REQUIREMENTS FOR PERFORMING WORK

[Title of Work]

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Organization of Work and Resources			
a) Name, address, and contact information of the Contractor:			
Planned number of contractor's employees.....:			
Date/Time of Work Commencement:		Date/time of work completion:	
b) Work site (building/area):			
c) Persons responsible for supervising and conducting the work.			
First and last name of the Contractor's Coordinator:			
First and last name of the Umicore contact person:			
Persons participating on behalf of the contractor			
First and last name	Medical Examinations (Valid until)	Health and Safety Training (Valid until)	
	Additional certifications: ☐ not required, ☐ welding, ☐ SEP electrical, ☐ SEP gas, ☐ SEP thermal, ☐ UDT forklifts, ☐ UDT lifts, ☐ other		
First and last name	Medical Examinations (Valid until)	Health and Safety Training (Valid until)	
	Additional certifications: ☐ not required, ☐ welding, ☐ SEP electrical, ☐ SEP gas, ☐ SEP thermal, ☐ UDT forklifts, ☐ UDT lifts, ☐ other		
First and last name	Medical Examinations (Valid until)	Health and Safety Training (Valid until)	
	Additional certifications: ☐ not required, ☐ welding, ☐ SEP electrical, ☐ SEP gas, ☐ SEP thermal, ☐ UDT forklifts, ☐ UDT lifts, ☐ other		
First and last name	Medical Examinations (Valid until)	Health and Safety Training (Valid until)	
	Additional certifications: ☐ not required, ☐ welding, ☐ SEP electrical, ☐ SEP gas, ☐ SEP thermal, ☐ UDT forklifts, ☐ UDT lifts, ☐ other		
First and last name	Medical Examinations (Valid until)	Health and Safety Training (Valid until)	
	Additional certifications: ☐ not required, ☐ welding, ☐ SEP electrical, ☐ SEP gas, ☐ SEP thermal, ☐ UDT forklifts, ☐ UDT lifts, ☐ other		
Description of Work Performed			

[illegible]

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2		
3		
4		
Waste Disposal		
	Waste Description	Disposal Method
1		
2		
3		
4		
Approval of the contractor's readiness for work		
Position	First and last name	Date
Contractor's Coordinator (document preparer)		
Umicore Client (Person Assigning the Work)		
Umicore QEHS/EHS* Coordinator		

*EHS required for high-risk work or if there is no QEHS coordinator in the department

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Appendix No. 7 – Integrated Management Systems Policy

April 1, 2025

INTEGRATED POLICY FOR MANAGEMENT SYSTEMS **umicore**

In line with our vision, we strive to achieve a clear goal: to be a leader in developing and delivering cathode material solutions through activities focused on safety, sustainability, the efficient use of energy and raw materials, and the highest quality of our products—all of which will help positively shape the planet and society while delivering lasting value to our stakeholders.

In accordance with the values we uphold and our convictions, we declare that our company's operations will be based on the pillars established by the management systems we have implemented and maintain, such as:

ISO 9001 CONSISTENCY AND STANDARDIZATION BEING A PREFERRED PARTNER COMPLIANCE WITH CUSTOMER REQUIREMENTS	ISO 14001 SUSTAINABLE DEVELOPMENT POLLUTION PREVENTION CIRCULAR ECONOMY	
ISO 45001 MANAGEMENT BASED ON THE "SAFETY FIRST" PHILOSOPHY RISK ANALYSIS AND MITIGATION FOSTERING A CULTURE OF SAFETY	ISO 50001 IMPROVING ENERGY EFFICIENCY PURCHASING OF ENERGY-EFFICIENT PRODUCTS IMPLEMENTATION OF ENERGY-SAVING PRINCIPLES	
COMMITMENT TO COMPLIANCE WITH LEGAL AND OTHER REQUIREMENTS	EMPLOYEE ENGAGEMENT, PARTICIPATION, AND INNOVATION COMMITMENT TO	CONTINUOUS IMPROVEMENT OF MANAGEMENT SYSTEMS

Dariusz Jurczak
Managing Director



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Appendix No. 8 – Requirements of the ISO 50001 Energy Management System

Purpose

The purpose of these guidelines is to consider improving energy performance through the procurement of products, equipment, and services that are expected to have a significant impact on energy use.

Guidelines

1. It is recommended to purchase products expected to significantly improve energy performance/energy efficiency wherever possible.
2. It is recommended to purchase products and services that enable achievable savings in utility consumption by using materials and equipment with the highest possible energy efficiency, which are more energy-efficient than those currently in use.
3. Priority should be given to products that meet the requirements for functionality, quality, and cost-effectiveness, while also enabling the Purchaser to achieve specific utility consumption savings as defined in the contract or purchase order.
4. If a purchased product has a significant negative impact on energy performance, continuous improvement should be encouraged through partnership-based collaboration with suppliers.
5. Where an assessment is possible, efforts to conserve resources and the use of energy-efficient materials and equipment should be taken into account when making purchases.
7. Priority should be given to products and services that are made from energy-efficient materials and utilize energy-efficient equipment.
8. Priority should be given to products that clearly indicate energy efficiency, the highest possible energy efficiency, minimization of the impact on significant energy use, and improvement of energy performance.

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Appendix No. 9 – Guidelines for Service Providers Performing Work on the Premises of the Umicore Plant in Radzikowice



Guidelines for Service Providers Performing Work on the Premises of the Umicore Facility in Radzikowice

This document contains guidelines setting forth the rules for movement and the provision of services on the premises for companies that provide services on a regular basis at our facility for a minimum of three days a week over a period of three months, and it forms part of the contract for the performance of each order.

Thank you in advance for complying with these guidelines.

An integral part of this document is Appendix 1—Regulations for the Provision of External Services at Umicore Battery Materials Poland Sp. z o.o., Radzikowice 1C Plant.

Registration of Employees Before Work Begins

At least 48 hours before the start of service provision, an up-to-date list of employees assigned to perform services at Umicore must be submitted to the Umicore contact person designated under the Agreement or to the relevant Umicore Manager, using the registration form provided in [Appendix 2](#).

Required information:

- Company information: company name, address, phone number, email address,
- List of employees: first and last name, photo*, job title, and contact information; vehicle registration number

* A photo of an employee assigned to perform Services at Umicore is required to issue an individual access card.



The photo must:

- be current;
- show the entire head (from the top of the head) and the upper part of the shoulders;
- the face should occupy 70–80% of the frame;
- be taken against a white background, without shadows;
- be sufficiently sharp and have adequate contrast, be free of blemishes, and feature high-quality, natural colors that accurately reflect skin tone;

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- Be realistic—natural facial expressions, face shown from the front, eyes looking directly at the camera lens;
- be taken without head coverings, dark-tinted glasses, large earrings, or other items that could make identification difficult;
- be oriented vertically
- be of sufficient quality / resolution, ranging from 800px to 2000px
- be submitted in electronic format, with the file named according to the format [company name]_[employee's first and last name]

The service provider is responsible for the timely registration of assigned employees and for providing the appropriate forms and photos for individual access cards.

Welcome on Your First Day of Work

Upon initial registration for service, the service provider's employees must report to the Security desk in the OPS building (entrance through Gate A) at the scheduled time. The necessary registration formalities are completed here.

Access to the Umicore Facility

Attention! Access to the facility is restricted to service provider employees listed on the service provider's employee roster submitted to Umicore.

Personnel Movement:

- Employees must report to the Security Desk in the OPS building, where they state the purpose of their visit.
- A security guard verifies the service provider's employee's identity.
- The security guard verifies that the service provider's employee has been registered and has completed health and safety training (as recorded in Umicore's internal list maintained by the Umicore EHS department).
- The service provider's employee completes the necessary formalities, reviews the Regulations for the Provision of External Services and the Facility Regulations, and receives a personalized photo ID card upon written confirmation.
- Each employee is required to wear their ID badge in a visible location and to use it when moving around the Umicore facility.
- At the end of each workday, the ID badge must be deposited at the Security Post in the OPS building (Gate A).
- Employees arriving by car must park in designated parking spaces, backing in, and must navigate the parking lot in accordance with applicable traffic regulations.
- Service provider employees may use the restaurant only between 1:00 p.m. and 2:00 p.m.

Prohibition on Video and/or Audio Recording

Throughout the entire Facility, the Service Provider and its employees are strictly prohibited from recording video and/or audio, in order to protect confidentiality.

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companies in accordance with the Act of April 16, 1993, on Combating Unfair Competition (Journal of Laws No. 47, item 211, as amended) ("**the Act**").

Any attempt to record video and/or audio will constitute an act of unfair competition pursuant to Article 11(1) of the Act.

Prohibition on Bringing Recording Devices

To protect Umicore's trade secrets, the Service Provider and all of its Employees are prohibited from bringing unauthorized recording devices into production buildings, warehouse buildings, and the laboratory (LAB).

This prohibition applies to all devices capable of processing and recording images and/or sound that may serve as a medium for data and information owned by Umicore. In particular, the prohibition applies to cell phones with cameras, tablets, laptops, etc.

Recording devices must be secured in a safe place before entering the Facility; Umicore assumes no responsibility for them.

Individuals who do not have a secure place to store a recording device may deposit it in the lockers located in the OPS building, just past the first access gates after the security post. The number of storage spaces in the lockers is limited.

A storage locker can be opened using an access card.

The use of recording devices for purposes other than recording video or audio is permitted only if the recording device is directly necessary for performing the assigned work (service software, etc.), in which case the need to bring in the recording device must be reported to the Umicore manager responsible for the assigned service at least 24 hours before work begins.

Permission to use the device may be granted only after a non-disclosure agreement (NDA) has been signed by both the Service Provider and each employee who is to be granted permission to bring in a recording device.

Before entering the premises, the following must be applied: [1] a sticker covering the camera lens to prevent image recording, and [2] a hologram with a specific authorization expiration date, affixed directly to the device for which authorization to bring it onto the premises has been granted (Recording Device Authorization).

Vehicle Entry onto the Plant Premises

Delivery vehicles up to 3.5 metric tons or passenger cars may enter the plant premises only if they have temporary entry passes issued and registered by Security in the OPS building.

There are two types of temporary entry passes:

1. DELIVERY PASS—authorizes entry onto the Production Plant premises for up to 15 minutes—for the delivery of service parts (unloading).
2. WORKSHOP PASS – after verification that the vehicle needs to remain on the Production Plant premises, this pass will allow the vehicle to stay longer than 15 minutes. The condition is that the vehicle must carry the tools necessary to perform service tasks (workshop

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(passenger car). The vehicle must be parked in a location that does not interfere with production or logistics operations;

Delivery of necessary service parts (entry permit valid for up to 15 minutes).

If a driver declares that they are delivering service parts to the production area, Security asks the driver for a contact number (work phone), then records the number in the Security Vehicle Log—along with the vehicle's license plate number. A Security officer monitors the vehicle's time spent in the production zone. If the time limit is exceeded, Security contacts the driver by phone. If the driver cannot be reached, the Security Shift Commander dispatches a Security Patrol to the location.

Vehicles must always be parked in a designated parking space or parking area. For safety reasons, parking outside designated parking spaces or areas is prohibited.

Traffic on the plant premises must be kept to a minimum.

The driver of each vehicle must be equipped with the necessary personal protective equipment (PPE), including high-visibility clothing (a vest or clothing—preferably orange), and is required to wear it.

Vehicle Passengers

These individuals must use the security gates—the OPS building (Gate A)—and may not enter the plant premises in the vehicle with the driver. Minors are not permitted on the plant premises.

Tools and Materials

At the start of work, an inventory of tools and equipment must be prepared.

All work equipment is clearly marked so that its ownership is unquestionable. The responsible manager or the monitoring staff in charge of this inspection may request the inventory list at any time.

It is assumed that goods not listed in this inventory are the property of Umicore at the time of their removal, unless an export certificate completed and signed by the appropriate Umicore plant manager can be presented.

Goods Traffic

Trucks may enter the plant premises exclusively through the freight gate (Gate C). Entry is permitted only for vehicles transporting materials that cannot be moved by hand. All vehicles entering the Umicore Poland premises through the freight gate (to the raw materials warehouse or the finished goods warehouse) are subject to inspection by a security officer.

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APPLICATION FORM

1. Company Information:

Company Name	Address	Phone number	Email	Contact person: (supervising work)

2. List of employees assigned to perform services at Umicore:

Company	First and last name of the delegated employee	Position	Phone number	Vehicle registration number

3. Photos of the employees listed in the roster (item 2 above) must be sent electronically to the email address of the contact person at Umicore. The photo file must be named in the following format: [company name]_[employee's first and last name].

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Attachment 10.1 - Regulations for the provision of external services at Umicore Battery Materials Poland Sp. z o.o. Radzikowice Plant 1C

Regulations for the provision of external services at Umicore Battery Materials Poland Sp. z o.o. Radzikowice Plant 1C

Version valid as of: 03.03.2023

These external services rules and regulations define the conditions of executing services by external companies at the Umicore Battery Materials Poland plant located at Radzikowice 1C. "Umicore", refers to the area of all production, storage buildings, administration buildings and the entire area belonging to Umicore at Radzikowice 1C. These regulations define the requirements in regards to the safety of external employees performing work within the facility. These regulations also define the requirements regarding the protection of **Umicore's property and personal assets**.

1. Definition of terms and abbreviations

- ☐ OPS Building - Defines one of the administrative buildings on the Site, located adjacent to the main car park, which is the main entrance to the operational area. This building also serves as a function, social and operational facility.
- ☐ CCTV - Defines a CCTV system that records images from cameras installed throughout the Site.
- ☐ Access Card - Defines an individual electronic access control card with data identifying the Supplier or Supplier's Employee in the SKD (as defined below), allowing access to buildings and premises on the Site.
- ☐ Security - Defined by duty security officers on site which protect individuals and property on the premises.
- ☐ Security point - Defines the premises located within the main pedestrian entrance and vehicle access gates to the Site.
- ☐ Supplier's Employees - Defines employees carrying out Services and work or other activities on the Site on behalf of the Supplier or a subcontractor of the Supplier, performing work for the Supplier or a subcontractor of the Supplier regardless of the legal relationship between such person and the Supplier or a subcontractor of the Supplier respectively,
- ☐ Umicore employee - this refers to:
 - o Individuals linked to Umicore by an employment relationship,
 - o Individual performing work or providing services in Umicore's reception and General Site Services department and individuals in managerial positions, irrespective of the basis of such relationship,
 - o members of Umicore's board of directors and proxies;
- ☐ Law - Refers to all applicable laws, rules, directives, regulations or decisions of the authorities, as amended, including in all circumstances Polish law,
- ☐ RDM - this refers to hand-held metal detector,
- ☐ Personal items - this includes backpacks, bags, purses and other such items that are not used for the performance of the Services.
- ☐ SDM - refers to stationary metal detector - permanently mounted metal detecting gates in the OPS building, operated by Security staff,
- ☐ Operational Zone - refers to that part of the Site comprising the area in which the storage and production buildings are located, together with the surrounding road and communications infrastructure.
- ☐ SKD - means the Access Control System operating throughout the Site.
- ☐ Deposit Locker - Refers to code lockers in the OPS building, operated with an individual access card, in which a recording device can be deposited for the duration of the services by the Supplier or a Supplier employee and personal items
- ☐ Contract - refers to a contract, agreement, order or terms of cooperation regulated between the Supplier and Umicore in any other way concerning the provision of Services on the Site by third parties.
- ☐ Recording equipment- Refers to fixed, mobile or installed on board a vehicle or an aircraft, a device capable of processing and recording images and/or sound.
- ☐ Services - Refers to a services performed under the Agreement.
- ☐ Suppliers - Defined by any entity providing services to Umicore under the agreement, other than an Umicore Employee.
- ☐ Visitor Request - Refers to the system where the arrival of visitors is requested beforehand.

2. General provisions

- 1.1. The owner of the Facility is Umicore Battery Materials Poland Sp. z o.o., based in Radzikowice 1C, 48-300.
- 1.2. The Rules and Regulations set out, among other things, the rules for entering, moving around and driving on the site.
- 1.3. The terms of the regulations are binding on Suppliers who perform services and works in buildings within the Facility and throughout the area between the buildings, including roads and parking spaces located inside the fence-separated facility. The terms of these regulations are binding on Supplier for the implementation of an agreement, this includes Supplier's employees, subcontractors and employees of these subcontractors.
- 1.4. Every Supplier shall make the rules and regulations available for the information of any individual participating in the provision of services on the site, regardless of the legal relationship between such person and the Supplier, and shall oblige the individual to comply with the rules and regulations.
- 1.5. Each of the persons referred to in paragraph 2.3 above certifies by his/her signature that he/she has read these rules and regulations, agrees to abide by them and is aware of the applicable sanctions for breaching them.
- 1.6. If the Supplier provides services on the site through subcontractors, the Supplier shall communicate the regulations to the subcontractors for their information and shall oblige the subcontractors to comply with them. Paragraph 2.5 above shall apply accordingly.

3. General principles for the provision of outsourced services

- 3.1 It is strictly forbidden on the site to carry out any activities which are contrary to the applicable legislation, which directly or indirectly endanger the life or health, the property of Umicore, the day-to-day operation of Umicore in connection with the activities carried out by Umicore, as well as contrary to good morals or public order.
- 3.2 Security controls the movement of individuals and vehicles throughout the facility, with the possibility of verification of data and authorizations assigned on the access cards held by the Supplier or the Supplier's employees. Security will verify the authorization of the Supplier's or the Supplier's employees' vehicles to enter the facility.

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- 3.3 A security officer on behalf of Umicore or an Umicore employee is authorized to verify the identity of individuals entering the site as well as individuals already present on site by the means of checking a photo ID and verifying the data with a list of Suppliers and Supplier employees.
- 3.4 Entry of the Supplier or Supplier's employees to the site is only permitted for the purpose of performing services and only during the days and times agreed between the Supplier and Umicore.
- 3.5 The entry of the Supplier or the Supplier's employees to the site shall take place at the earliest 30 minutes before the start of the services. The Supplier or employees of the Supplier shall leave the site no later than 30 minutes after the completion of the services.
- 3.6 Bringing in and consuming alcohol or intoxicants is strictly prohibited on the site.
- 3.7 A Supplier or an employee of a Supplier present on site who is suspected of having consumed alcohol or intoxicants may be subjected to a voluntary alcohol or intoxicant test carried out in the presence of security and a Umicore employee.
- 3.8 A Supplier or an employee of a Supplier who is suspected to have consumed alcohol or used intoxicants on the premises and who does not consent to an alcohol or intoxicant test shall be immediately removed from performing services on site. A decision may be made by an Umicore to call police, for the purpose of whether the person is under the influence of alcohol or intoxicants.
- 3.9 It is the responsibility of the Supplier to ensure that its employees are properly supervised. The Supplier is responsible for ensuring that their employees are not allowed to perform services on the site under the influence of alcohol or intoxicants and are not allowed to use them while on the site.
- 3.10 If a Supplier or their employee is not allowed to perform services on site due to the consumption of alcohol or intoxicants, unless individual arrangements between Umicore and the Supplier are made, it shall be deemed that the services are not being carried out until the intoxicated employee is replaced.
- 3.11 Each incident of performance of services by the Supplier or its employees under the influence of alcohol or intoxicants will result in a contractual penalty chargeable to the Supplier in the amount of PLN 1,000. If the contract states that a penalty for that particular case is of a higher amount, clause 12.2 of Umicore's general terms and conditions of purchase shall not apply.
- 3.12 For the purposes of performing services, including in particular to enable Umicore to perform the activities indicated in paragraphs 3.2 and 3.3 above, the Supplier shall provide Umicore with the personal data of their employees. This includes the name, photograph, work position, contact details and vehicle registration number - to the extent that this number may constitute personal data.
- 3.13 Umicore will process the personal data provided as a separate data controller, under its own responsibility and in compliance with the Law.
- 3.14 Information on the rules for the processing of personal data of the Supplier and its Employees by Umicore can be found in the content of the document "Acknowledgement of receipt of Access Control Card - Extract from Umicore's Facility Rules" provided to each Supplier Employee or directly to the Supplier.
- 4. Rules for access to the Facility and premises**
- 4.1 Access to the site is only possible for employees of a Supplier, who are registered in the list of employees provided to Umicore in accordance to the agreement of both parties. The Supplier shall provide Umicore with the list of Employees referred to in the preceding sentence by sending the list to the e-mail address of the person authorized to be Umicore's contact person under the contract, unless stated otherwise in the Contract.
- 4.2 The Supplier shall send Umicore an up-to-date list of their employees prior to the commencement of the services, and shall be obliged to update the list without delay in the event of any change of the Supplier employees delegated to perform services at the facility. Umicore shall forward the current list of Supplier employees to the security department.
- 4.3 Umicore prepares and hands over access cards for the Supplier if the Supplier is an individual. Umicore prepared and hands over access cards to the employees of the Supplier based on the list of Supplier employees previously provided. The receipt of the access cards by the Supplier and the Supplier's employees takes place individually with written confirmation.
- 4.4 Access related to entering and leaving the facility is possible after using the Supplier's or its employees access at the gates with SKD readers located in the OPS building.
- 4.5 Each individual entry and exit to and from any premises in the facility always requires the use of an individual access card, assigned to the relevant Supplier or their employees.
- 4.6 Access to selected rooms within the facility that have been delegated for the use of the Supplier is possible by means of keys issued for the exclusive use of the Supplier under the terms of clause 9 of these regulations.
- 4.7 Individuals authorized by Umicore shall have 24-hour access to the premises used by the Supplier on the Site by means of access cards and keys.
- 4.8 Security has round-the-clock access to the Supplier's premises in case of an emergency (e.g. fire risk, evacuation of the building, technical failure) or when the Supplier or its employees are found to be carrying out prohibited activities indicated in clause 3.1 of these regulations.
- 5. SKD - Access Control System**
- 5.1 In order to ensure the safety of the occupants of the facility, to protect the property and to ensure the confidentiality of information the disclosure of which could expose Umicore to harm, the access control system in operation at the facility allows access to and movement within the facility only by means of access cards when used on SKD readers mounted on doors, internal and external access gates.
- 5.2 Umicore determines the rules for the level of access to buildings and premises and issues access cards only to those Suppliers and Supplier Employees for whom possession of an access card is necessary to perform their services at the facility.
- 5.3 The issue of the access card is possible after the Supplier or the Supplier's employees have been notified to Umicore and have received health and safety training in accordance with the accordance with the law and the regulations and guidelines applicable to the facility.
- 5.4 In order to ensure the effective fulfilment of the objectives of the use of the access control system described in paragraph 5.1, the access card contains the name and a photograph of the Supplier or its employee. Detailed information concerning the processing of personal data within the access control system is contained in the content of the information obligation placed within the document: "Acknowledgement of receipt of the access control card - Extract from Umicore's Facility Regulations" completed by the Supplier's employee.
- 5.5 Suppliers and Supplier's employees are required to use only the access cards issued to them and are obliged to carry the access card in a visible place at all times whilst at the facility.
- 5.6 Suppliers and Supplier's employees are strictly prohibited to hand over their access cards to others. Access cards are only for use of the individuals named on the access card.
- 5.7 Neither the Supplier nor an employee of the Supplier shall allow access by opening a door or gate to another person within the facility.
- 5.8 Security has the right to verify the entitlement to possess of the access card used by the Supplier or an employee of the Supplier at any time.

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- 5.9 Verification of the access card involves confirming that the photograph on the access card with the image of the Suppliers or Supplier's employees. A confirmation of the name and access card number also takes place, using the SKD and information held by security at the security point.
- 5.10 The Supplier's employee must immediately report the loss of his/her access card to his/her supervisor, who shall immediately inform the Umicore staff member, i.e. the reception department, the general site services department, and security as indicated in paragraph 12, and security. A Supplier who is an individual and who loses an Access Card issued to him or her shall directly inform the aforementioned Umicore Employee and Security of the incident.
- 5.11 If the access card is lost or damaged by the Supplier or their employee, the Supplier undertakes to cover the cost of a replacement access card at a flat rate of 100 PLN.
- 6. Prohibition on Bringing in personal items, meals and recording devices**
- 6.1 In order to ensure the safety of individuals in the operational area, to protect property and to ensure the confidentiality of information which could expose Umicore to harm, it is prohibited for the Supplier and all their employees to bring personal items into the operational area.
- 6.2 In order to protect Umicore's business secrets, it is prohibited for the Supplier and all Supplier employees to bring unauthorized recording devices into the Operational area and into the laboratory (LAB).
- 6.3 This prohibition applies to all devices with the ability to process and record images and/or sound, which may become a carrier of data and information owned by Umicore. In particular, the prohibition applies to camera phones, tablets, laptops, etc.
- 6.4 The use of recording devices for purposes other than recording video or audio in the area indicated in clause 6.2 is only possible if the recording device is directly necessary for the performance of the commissioned work (service software, etc.), in which case the need to bring the recording device must be notified to the Umicore manager who is responsible for the commissioned service. This must be done at least 24 hours before the work begins. The Supplier or the Supplier's Employee shall submit to the procedure of placing: [1] a sticker obscuring the camera lens in order to prevent the recording of the image, and [2] a hologram with a specific expiry date of the authorization, affixed directly to the device for which authorization to enter has been obtained (authorization of the recording device). This must be done before entering the area indicated in clause 6.2.
- 6.5 Any breach of the prohibition referred to in clauses 6.1 and 6.2, subject to clause 6.4, will result in the Supplier being charged a contractual penalty of 500 PLN.
- 6.6 Recording devices and personal property should be secured away in a safe place by the Supplier, an employee of the Supplier or its representative. This must be done before entering the facility. Umicore is not responsible for the personal property secured away by the individuals mentioned above.
- 6.7 Individuals who do not have a secure place to store recording devices or personal property may use the deposit lockers located in the OPS building behind the first access gates. The number of deposit lockers is limited. Umicore shall only be liable for stored recording devices and personal items to the extent of damage caused intentionally.
- 6.8 A deposit locker can be opened using an access card. The terminal indicates the number of a free locker and opens it after verification of the access card in the SKD.
- 6.9 It is forbidden to deposit equipment or items other than recording devices and personal property in the lockers. This includes money or jewellery. Umicore is not responsible for deposited items.
- 6.10 Any damage to the safety deposit box or its opening mechanism through the fault of the user will result in a contractual penalty of PLN 500. This lump sum will cover the cost of repairing the locker/mechanism. The Supplier will be obliged to cover this cost on behalf of himself or his employee who used the safety deposit box.
- 6.11 Suppliers and their employees entering through the OPS building into the area indicated in clause 6.2 will be subject to security checks using specialist SDM and RDM equipment by the security team. This is done with the aim of verifying that Suppliers or their employees are not bringing in recording devices or personal property.
- 6.12 In order to ensure health and safety at work, it is prohibited to bring any food into the operational area. The above regulations of point 6.6-6.11 shall apply to the prohibition of bringing in meals. All meals should be eaten in the dining room located within the OPS Building.
- 7. Prohibition of video and/or audio recording**
- 7.1 The Supplier and their employees are strictly prohibited from recording video and/or audio throughout the facility due to the protection of business secrets in accordance with the Act of 16 April 1993 on combating unfair competition (Journal of Laws No. 47, item 211, as amended)
- 7.2 Any attempt to record video and/or audio will constitute an act of unfair competition under section 11(1) of the act.
- 7.3 In the event of an act of unfair competition by the Supplier or any third parties performing the services under the contract, Umicore shall be entitled to the claims set out in the act, including a claim for an appropriate sum of money and compensation for damages under the general rules.
- 7.4 In the cases set out in the act, a person committing an act of unfair competition is criminally liable.
- 7.5 Any breach of the prohibition referred to in clause 7.1 by the Supplier or an employee of the Supplier will result in the Supplier being charged a contractual penalty of PLN 1000. The imposition of a contractual penalty does not exclude Umicore's ability to pursue the claims referred to in clause 7.3, including the possibility of claiming compensation exceeding the amount of the reserved penalty.
- 7.6 The prohibition referred to in clause 7.1 shall not apply only in exceptional situations involving direct or indirect danger to life or health, technical failures, including events classified as accidents at work. In such a situation, any recording of images or sound must be immediately reported to Security.
- 8. Video surveillance - CCTV system**
- 8.1 The entire site is covered by CCTV video surveillance.
- 8.2 The CCTV system is operated to protect the property on site, to ensure the safety of individuals on site, to maintain the secrecy of information the disclosure of which could expose Umicore to damage and to establish, assert or defend potential claims. The CCTV system is operated by Security.
- 8.3 Umicore, in pursuit of the objectives set out in point 8.2 above, has access to the CCTV recordings of the services being carried out by contractors and their employees. This can be done through live camera viewings or through the viewings of saved or archived footage.
- 8.4 The security guard operating the CCTV system shall be authorized to use the CCTV system for the purposes indicated in clause 8.2 above. This includes inspection of the performance of the services and the verification of the rules of movement and behavior of the Supplier and their employees throughout the facility.
- 8.5 The image recordings from the video surveillance system are stored under separate rules, the recordings may be secured as evidence in ongoing proceedings.
- 8.6 The administrator of the personal data processed in connection with the CCTV system is Umicore Battery Materials Poland Sp. z o.o. located in Radzikowice 1C, 48-300. Detailed information concerning the processing of personal data in connection with the operation of CCTV is contained in the content of the information obligation, available at the reception desk of the facility.

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9. Keys

- 9.1 The Supplier or its representative shall specify in the list of Supplier's employees, referred to in clause 4.1, the members authorized to collect keys to the in the facility.
- 9.2 Suppliers or their authorized employees, referred to in clause 9.1, are provided with the ability to collect keys for use at the facility. The collection of keys is available through the use of their individual access cards.
- 9.3 The Supplier or an employee of the Supplier are able to collect keys with granted access from the key dispenser located in the security room in the OPS building.
- 9.4 Key collection is possible after the Supplier's or Suppliers employees access card has been applied to the SKD reader located on the key dispenser.
- 9.5 A security officer located in the security room in the OPS building is authorized to verify the Supplier or their employees who take keys from the key dispatch box. Verification is carried out by confirming that the Supplier or its employees are using the correct access card whilst taking the keys.
- 9.6 The person taking the key shall be fully responsible for the key and the room in which the key is to be used. It is forbidden to hand over keys to individuals who are unauthorized to take keys on the basis of the relevant authorization of the SKD system.
- 9.7 Keys should be handed in and deposited with the dispatcher each time work is completed. It is forbidden to take keys outside of Umicore premises.
- 9.8 Loss or damage to the key caused by a Supplier or its employees will result in a contractual penalty of PLN 500. This is imposed on the Supplier.

10. General principles of safety, accident prevention and loss prevention

- 10.1 Every Supplier and its employees present on the site must take appropriate protective measures within the scope of their work and responsibility to prevent personal, material and environmental damage. In this respect, all legal regulations and internal regulations/guidelines of Umicore should be strictly followed.
- 10.2 Every Supplier and Supplier's employee moving around the facility must possess up-to-date health and safety training and is familiar with the health and safety rules for which they are personally responsible, and in particular is familiar with:
- a) hazards present on the site;
 - b) occupational risks;
 - c) rules for safe movement on the premises;
 - d) instructions on how to carry out the specified work safely;
 - e) obligation to use personal protective equipment;
 - f) the need to inform the manager immediately of existing risks;
 - g) first aid procedures;
 - h) location of sanitary facilities, lifesaving stations, etc.
 - i) the applicable construction safety and health plan.
- 10.3 A Supplier or its employee who discover any failure of the technical infrastructure, failure of SKD or CCTV systems, damage to or malfunction of: doors, windows, fencing, gates is obliged to immediately report the incident to the security commander at: 786 311 577 or 780 402 351 or directly to the nearest security point.

11. Final provisions

- 11.1 Any breach of these regulations by the Supplier or their employees will result in the Supplier being charged a contractual penalty of 300 PLN. With the exception of cases where the agreement between Umicore and the Supplier states a different penalty amount.
- 11.2 Umicore has the right to claim damages exceeding the amount of the reserved contractual penalties.
- 11.3 If violations threatened by the contractual penalties described in these terms and conditions are committed by an employee of a subcontractor engaged by the Supplier or by another person providing work for the subcontractor on the basis of a civil law relationship, the subcontractor shall be liable to pay the contractual penalty jointly and severally with the Supplier.
- 11.4 The application of these rules and regulations, including the imposition of penalties provided for by the rules and regulations shall take place in accordance with the principles set out in generally applicable laws.
- 11.5 In matters not covered by these rules, the provisions of the law shall apply.

12. Contact list

- On the Umicore side - General Site Services (GSS) department**
Reception, tel: 662 747 000 from 07:30 - 15:30;
- On the Security side - Security Commander, tel. 786 311 577 or 780 402 351 .**

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Appendix No. 10 – Facility Regulations for Umicore Battery Materials Poland Sp. z o.o., Radzikowice 1C Plant

**Facility Rules and Regulations
Umicore Battery Materials Poland Sp. z o.o.
Radzikowice 1C Plant**

Effective as of March 3, 2023

These Rules and Regulations set forth, among other things, the organization and rules governing entry, movement, and vehicle access to the premises of Umicore Poland Sp. z o.o. ("**Umicore**"), i.e., within all production, warehouse, and administrative buildings, as well as the entire premises belonging to Umicore at Radzikowice 1C ("**Facility**"), including requirements regarding the safety of persons and the protection of Umicore's property and personal rights. The provisions of these rules apply to all persons present on the premises of the Facility, regardless of their relationship with Umicore.

The provisions of these Facility Rules do not limit or exclude the obligation to comply with the provisions of other rules, policies, and instructions in effect at Umicore, in particular those relating to service providers, employees of service providers, and Umicore employees. In matters not covered by these Facility Rules, the provisions of Polish law shall apply.

Definitions and Abbreviations

Whenever reference is made to:

- **OPS Building** – this refers to one of the administrative buildings on the premises of the Facility, located next to the main parking lot, which serves as the main entrance to the operational zone. The building also serves social and operational functions.
- **CCTV** – this refers to the closed-circuit television system that records footage from cameras installed throughout the Facility,
- **Access Card** – this refers to an individual electronic access control card containing data identifying the Service Provider or a Service Provider's Employee in the SKD (as defined below), enabling access to buildings and rooms on the Site,
- **Security** – means employees of security companies on duty at Umicore to protect people and property on the premises of the Facility,
- **Security Post** – means the rooms located near the main pedestrian entrance and the vehicle entry gates to the Facility,
- **Service Provider's Employees** – means persons performing Services, work, or other activities on the premises of the Facility on behalf of the Service Provider or a subcontractor of the Service Provider, performing work for the Service Provider or a subcontractor of the Service Provider regardless of

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the legal relationship between such a person and the Service Provider or a subcontractor of the Service Provider, as applicable,

- **Umicore Employee** – this means:
 - o persons employed by Umicore,
 - o persons performing work or providing services at the reception desk and in Umicore's General Site Services department, as well as persons in managerial positions, regardless of the basis for such a working relationship,
 - o members of Umicore's management board and authorized signatories;
- **Law** – means all applicable laws, rules, directives, regulations, or decisions of public authorities, as amended, including, in all circumstances, Polish law,
- **RDM** – means a handheld metal detector,
- **Personal Belongings** – means backpacks, bags, purses, and other similar items that are not used for the performance of the Services,
- **SDM** – means a stationary metal detector—gates permanently installed in the OPS building and operated by Security,
- **Operational Zone** – means the part of the Facility comprising the area where warehouse and production buildings are located, together with the surrounding road and transportation infrastructure
- **SKD** – means the Access Control System operating throughout the entire Facility,
- **Lockers** – means a device in the OPS building, secured with a combination lock and accessible via an individual Access Card, in which a Recording Device may be stored for the duration of the Services provided by the Service Provider or a Service Provider's Employee, as well as personal belongings,
- **Agreement** – means a contract, agreement, order, or terms of cooperation established between the Service Provider and Umicore in any other manner, concerning the provision of Services on the premises of the Facility by third parties,
- **Recording Device** – means a stationary, portable, or vehicle- or aircraft-mounted device that processes and records video and/or audio,
- **Services** – means the services provided under the Agreement,
- **Service Providers** – means any entities providing Services to Umicore under the Agreement that are not Umicore Employees;
- **Visitor Request** – means the visitor registration system in effect on the premises of the Facility.

General Rules for the Provision of Services

The following activities are prohibited on the premises of the Facility:

- that is inconsistent with applicable laws,

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- that directly or indirectly threatens the life or health of Umicore, its property, or its ongoing operations in connection with Umicore's business activities,
- contrary to public morals or public order.

Security

Security monitors the movement of people and vehicles throughout the Facility and may, among other things, verify your identity, check whether you are using the correct Access Card, and determine whether you are carrying any device capable of recording video or audio.

Access to the Facility

- is permitted only on the days and at the times agreed upon with Umicore,
- for Service Providers: only for the purpose of performing Services and no earlier than 30 minutes before the start of such Services,
- for Visitors: movement within the Facility is permitted only when accompanied by a visit supervisor,

Leaving the Facility

Before leaving the Facility, return your Access Card or ID badge and any keys
- if you have been issued them.

Removing or taking out of the Facility any materials, documents, tools, or other items owned by Umicore without Umicore's express consent is strictly prohibited.

Are you a Service Provider? You must leave the Facility no later than 30 minutes after completing the Services.

Prohibition on Bringing In and Consuming Alcoholic Beverages and on Bringing In and Using Intoxicating Substances

Service Providers and their employees may, in certain cases and under separately agreed terms, be subject to a breathalyzer test or a drug test.

Service Provider, please note: you are responsible for properly supervising your Employees. They may not be permitted to perform the Services on the Premises while under the influence of alcohol or intoxicating substances, nor may they use such substances while on the Premises.



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Protection of Personal Data

Your stay on the premises of the Facility may involve the processing of your personal data by Umicore. Detailed information regarding the rules for data processing can be found, in particular, in the notice regarding surveillance (available at the Facility's reception desk) and in the documents provided to you separately.

Access to the Facility

Access to the Facility is limited to individuals who have been previously registered with Security (for regular Service Providers—via email; for Visitors—through the Visitor Request system 48 hours prior to the scheduled visit to the Facility and approved for entry 24 hours prior to the visit) and Umicore employees. A Security Officer acting on behalf of Umicore or an Umicore employee is authorized to establish and verify your identity after checking a photo ID.

Access Control System

Are you a visitor? Pick up your visitor badge at the Reception Desk or Security Post indicated by your host.

Are you a Service Provider or one of its employees? If the Service Provider has reported your presence at the Facility and you have completed health and safety training, pick up your Access Card (upon written confirmation). Each time you enter or exit buildings or rooms on the premises, you must use your individual Access Card on the access reader that is part of the Access Control System to open the door or gate.

You must wear your ID badge or carry your Access Card in a visible place at all times while on the premises.

The following are prohibited:

- transferring Access Cards to persons other than those named on them.
- granting access to the Facility by opening a door or gate for a third party.

Did you lose your Access Card? Report it immediately to your supervisor, your Umicore mentor, and Security.

Prohibition on Bringing Personal Belongings, Meals, and Recording Devices

Bringing personal items, meals, and unauthorized recording devices into the Operational Zone and the laboratory (LAB) is prohibited.

Recording devices are those capable of processing and recording video and/or audio, which may serve as a medium for data and information that is

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owned by Umicore. In particular, this prohibition applies to cell phones with cameras, tablets, laptops, etc.

Please leave your devices and personal belongings in a secure place before entering the Facility. As an exception, you may store them in a storage locker located in the OPS building, past the first access gates from the entrance, behind the security post. The number of storage spaces in the lockers is limited. The OPS building serves as the main entrance to the Operational Zone. You can open the storage locker using your Access Card.

It is prohibited to store any equipment or items other than recording devices or personal belongings (e.g., money, jewelry) in the lockers.

Are you a Service Provider? You may, on an exceptional basis, use Recording Devices for purposes other than recording video or audio only if the Recording Device is directly necessary to perform the assigned work (service software, etc.). In such cases, you must notify the Umicore manager responsible for the assigned Service at least 24 hours before work begins. The following will be affixed to your equipment: [1] a sticker covering the camera lens to prevent video recording, and [2] a hologram indicating the specific expiration date of the authorization.

Prohibition on Recording Images and/or Sound

There is a complete ban on recording video and/or audio throughout the entire Facility. This ban does not apply only in exceptional situations involving a direct or indirect threat to life or health, technical failures, including incidents classified as workplace accidents. In such a situation, immediately report any recording of video or audio to Security.

Video Surveillance

The Facility's premises are covered by a video surveillance system that records images via CCTV. Detailed information regarding the purposes of the surveillance and the processing of personal data in connection with its operation is contained in the privacy notice, available at the Facility's reception desk.

Keys

Are you a Service Provider? If you have received a separate authorization, you may retrieve your keys by swiping your Access Card on the SKD reader located in the key dispatch area.

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You are responsible for the key as well as the room to which the key provides access. It is prohibited to hand over keys to anyone other than those authorized to collect them based on the appropriate SKD system permissions.

Keys must be returned and deposited with the dispatcher each time work is completed. It is prohibited to remove keys from the premises.

Safety, Accident Prevention, and Loss Prevention

Within the scope of your work and responsibilities, you are required to take appropriate safety measures to prevent personal injury, property damage, and environmental harm, particularly with regard to health and safety rules, if you have been specifically required to comply with them. In this regard, you must comply with all applicable laws as well as Umicore's internal regulations and guidelines.

Emergencies

Have you identified a malfunction? Report it immediately to the Security Commander at **786 311 577** or to the nearest security post.

Have questions? Contact:

On the Umicore side – Reception,	tel. 662 747 000	(7:30 a.m. – 4:30 p.m.)
Security Department –	tel. 786	(24-hour service)
Security Commander,	311 577	
Security Officer,	tel. 780	(available 24 hours
	402 351	a day)

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**Confirmation of Receipt of Access Control Card
Excerpt from Umicore's Facility Regulations**

FIRST AND LAST NAME	
COMPANY NAME	
CARD NUMBER	

After reading, completing, and signing this form, please submit it to an Umicore employee or security personnel.

	Special Conditions - Excerpt from the Regulations
Access to Production	Each person is granted only the necessary level of access to the buildings comprising the Umicore Poland sp. z o.o. facility (hereinafter referred to as the "Facility") and must move about the Facility in accordance with these rules.
No Photography	Taking photographs and making recordings on the Umicore premises is strictly prohibited, and no recording devices of any kind may be brought into the Operational Zone.
Prohibition on Bringing In Personal Belongings and food	Personal belongings and food may not be brought into the Operational Zone.
ID / Access Card access card	While working on the premises, your ID badge (access card) must be displayed in a visible location. The ID badge must not be transferred to another person.
the security	Entry to and exit from the Facility may only take place through the
Losing a key	Losing a key to any room in the Facility results in a fine of 500 zlotys.
Losing ID badge / access access card	Losing an ID badge / access card results in a fine of 100 zlotys.
Surveillance	The facility premises are covered by a video surveillance system that records footage in the CCTV system, including images of people present on the Facility.
Rules for the processing of Personal Data	In accordance with the GDPR—Regulation (EU) No. 2016/679 of April 27, 2016, on the protection of natural persons with regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) the free movement of such data and repealing Directive 95/46/EC (GDPR) we would like to provide you with the following information: The controller of your personal data is Umicore Poland Sp. z o.o., with its registered office in Radzikowice, Radzikowice 1c, KRS: 0000739966, NIP: 8992847719, REGON: 380795114 (the Controller). You may contact the Controller at the address indicated above or via email at the address provided above or via email at: Data_Protection@eu.umicore.com Source of Data Your personal data, including: first name, last name, job title, and contact information may have been provided to the Controller by its business partner, for whom you are an employee or collaborators. Purposes and Legal Basis for Processing Personal Data Personal data is processed for the purpose of managing access to the Facility and to ensure the safety of persons on the premises, protect property, and maintain the confidentiality of information to ensure the safety of persons on the premises, protect property, and maintain the confidentiality of information whose disclosure could expose the Controller to harm. The legal basis for data processing is the Controller's legitimate interest, which the basis for data processing is the Controller's legitimate interest, which is to ensure safety and security on the premises of the Facility.

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	Recipients of Personal Data Recipients of data made available to the Controller may include, in particular, entities that support the Controller in organizing its operations, as well as those providing security, IT, or consulting services to the Controller. Transfer of Personal Data As a general rule, the data will be processed within the European Economic Area (EEA). However, the data may be transferred to the Controller's partners who process it outside the European Economic Area, but only to the extent necessary in connection with the Controller's cooperation with those partners. In such cases, the Data will be transferred to countries for which the European Commission has determined an adequate level of protection; where no such determination exists, the security of the Data will be ensured by safeguards implemented by the Controller, including standard contractual clauses approved by the European Commission. You may obtain a copy of the safeguards in place for your Data transferred to these countries by contacting the Controller (contact details provided above). Planned retention period for personal data at All personal data will be deleted in accordance with data retention requirements—it will be processed only for the period necessary to achieve the purposes for which it is processed or for as long as permitted by applicable laws. Profiling The data will not be subject to automated decision-making, including profiling. Please be advised that in connection with the processing of your personal data, you have the following rights: the right of access to your data, including the right to obtain a copy of such data, the right to request rectification, erasure, or restriction of processing, the right to object to the processing of your data, the right to have your data transferred to another controller, as well as the right to lodge a complaint with the President of the Office for Personal Data Protection—in accordance with the rules set forth in applicable regulations. Providing your personal data is voluntary but necessary for you to be present on the Administrator's premises. If you do not provide your data, entry to the Umicore Facility is not permitted.
I confirm receipt of the personalized ID card. I acknowledge that I am responsible for any action that violates the above guidelines.	
I declare that I have read the Umicore External Services Regulations, have signed them in my own handwriting, accept their content, and will comply with them.	
☐	I consent to the processing by Umicore Poland sp. z o.o. of my biometric data in the form of my image in connection with the operation , the Data Controller, conducting surveillance on the premises of the Facility using specialized recording techniques to ensure security on the premises, protect the property of , and safeguard the Data Controller's trade secrets. *Details regarding the processing of personal data as part of the surveillance system operated by the Controller; including information on your rights in this regard—such as the right to withdraw the above consent—can be found in the privacy notice regarding surveillance posted on the Controller's premises.
Date: * *	
Company Name	First and Last Name
Signature	
.....	

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