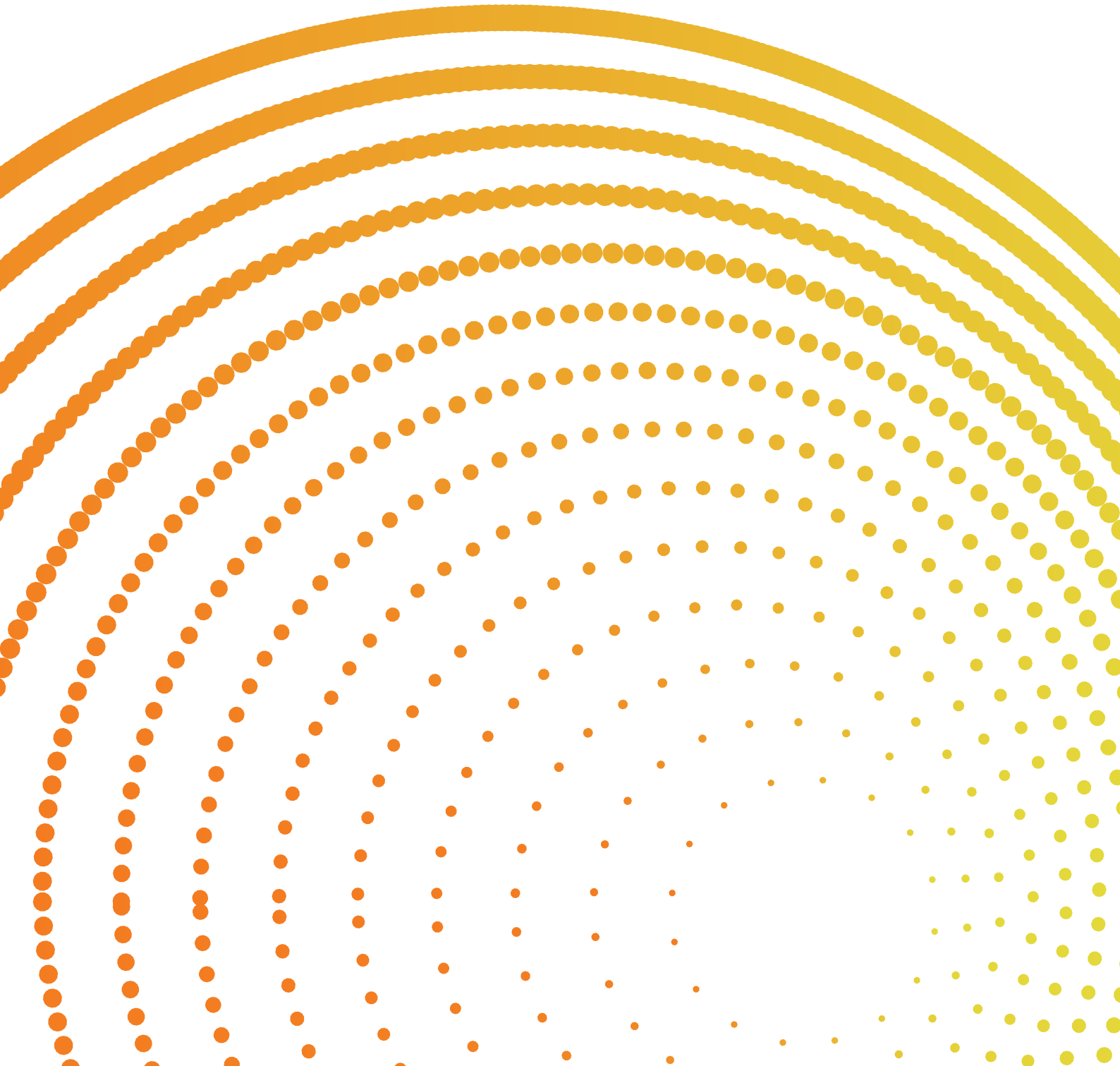

Privacy Policy 2022



Molycop Legal



Privacy Policy

In this Privacy Policy (**this Policy**), Molycop means any company or business within the Molycop group of companies and businesses, including any other companies and businesses that may be acquired by or form part of the Molycop group from time to time.

Molycop is committed to protecting the privacy of individuals' personal information by complying with relevant privacy laws. This Policy describes how Molycop handles personal information. Nothing in this Policy is intended to limit Molycop's obligations or permitted handling of personal information under privacy laws in the countries where it operates. For example, under privacy laws in some jurisdictions, Molycop may rely on certain exemptions including in relation to employee records. If there is any conflict or inconsistency between the terms of this Policy and the privacy laws in the country where it operates, those privacy laws will prevail.

1.0 Collection of Personal Information

Personal information is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Molycop may collect personal information about you in certain circumstances such as where you contact or transact with Molycop. Molycop may collect current and historical personal information including information about your name, contact details, identification that you provide (e.g. driver's licence or passport), organisational affiliations, positions held, forms submitted, payment details, enquiry/complaint details, details of any injury or safety incident on any Molycop sites, results of drug and alcohol testing at Molycop sites, GPS tracking at Molycop sites and between sites and details of any gifts or entertainment provided to you.

Molycop collects the information that you provide in your communications and transactions with Molycop, including records of any contact Molycop representatives may have with you by telephone, email or online.

Molycop may also operate video and audio surveillance devices in its premises for purposes including security, training and dispute resolution. Molycop collects personal information directly from you as well as from third parties including public sources, its related companies, information service providers and the parties with whom Molycop exchanges information as described here.

2.0 Use of Personal Information

The personal information that you provide to Molycop may be used for business purposes relevant to its relationship with you. This may include but is not limited to: assessing and responding to your enquiries, requests and applications; fulfilling your orders; identifying other products and services that you might purchase; helping Molycop improve its product and services offering; direct or other marketing of its products and services; market research; relationship management; injury and safety management and protecting its lawful interests. Molycop may not be able to do these things without your personal information.

For example, Molycop may be prevented from delivering its products and services, communicating with you and/ or improving its product and service offering. Molycop may contact you on an ongoing basis by telephone, email, SMS or other means regarding your account.

3.0 Disclosure of Personal Information

Molycop may exchange your personal information with its related companies (parent companies, holding, subsidiaries or affiliates under common control of Molycop), subcontractors, service providers, your guarantors (where applicable) and your representatives in the course of conducting its business.

The types of service providers Molycop engages include those that assist it with archiving, auditing, accounting, customer contact, legal, business consulting, banking, payment, debt collection, delivery, data processing, data analysis, information broking, research, investigation, insurance, website or technology services.

These services may be provided by third parties located in Australia, USA, Canada, Mexico, Chile, Peru, Hong Kong, Indonesia, Spain, Russia or other countries. Your personal information may be disclosed to third parties transacting with Molycop in relation to its assets or businesses under an undertaking of confidentiality. If Molycop intends to transfer information to a domestic or foreign third party, the third party will assume the same obligations as Molycop.

Where you agree to this Policy you consent to disclosure of your personal information as outlined in this Policy and acknowledge and agree that: (a) privacy obligations in different countries may not always apply or may differ from country to country; (b) in some countries, Molycop may not be accountable for a recipient's storage, use or disclosure of the information; and (c) a recipient of the information may be subject to relevant country laws which might compel further disclosures of personal information (e.g. to government authorities).

4.0 Security and Confidentiality

Molycop implements various security measures to protect the security and confidentiality of your personal information, including taking reasonable steps to destroy or de-identify information that it holds about you when it is no longer required.

Molycop holds personal information electronically and in hard copy form, both at its own premises and online or with the assistance of its service providers.

5.0 Recruitment

If you apply for a position with Molycop, Molycop may also collect information about your experience, character, qualifications and screening checks (including background, health, reference, directorship, financial probity, identity, eligibility to work, vocational suitability and criminal record checks).

Molycop may collect, use and disclose your personal information to assess your application, conduct screening checks and consider and contact you about positions available. Molycop may exchange your personal information with academic institutions, recruiters, screening check providers, health service providers, professional and trade associations, law enforcement agencies, referees and your current and previous employers for the purpose of considering your application.

6.0 Personnel

This section applies to Molycop's current and former employees and contractors, in addition to the recruitment section above. Molycop may collect information relating to your current or former employment or engagement including information about your training, disciplining, resignation, termination, terms and conditions, emergency contact details, performance, conduct, use of Molycop IT resources, payroll matters, union or professional/trade association membership, recreation, drug/alcohol tests, leave and taxation, banking or superannuation affairs.

Molycop is required or authorised to collect your personal information under various laws in different countries. Molycop may collect, use and disclose your personal information for purposes relating to your employment or engagement with it including engagement, training, disciplining, payroll, superannuation, health and safety, administration, insurance (including workers' compensation insurance) and staff management purposes.

Molycop may exchange your personal information with your representatives (including unions) and Molycop's service providers including providers of payroll, superannuation, banking, staff benefits, medical services, surveillance (where permitted by law) and training services. Without your personal information, Molycop may not be able to effectively manage your employment or engagement. If a current or former employee makes a claim under the workers' compensation law in any state, province or territory, proper processing, assessing and management of the claim will necessitate that information be collected and provided to and from statutory authorities and other entities under the legal obligations imposed by the applicable state, province or territory.

7.0 Credit Related Information

This section applies in addition to (and without limiting) the other parts of this Policy in connection with all trading and customer accounts with Molycop.

If you are an individual credit applicant or customer of Molycop or if you are a guarantor for another credit customer (e.g. a company you represent), Molycop may collect consumer credit-related personal information about you.

The types of credit-related personal information we collect may include your name, gender, date of birth and three most recent addresses; driver's license number; employer; amount and type of credit you have applied for; credit limits; terms relating to credit arrangements; confirmation of previous information requests to credit reporting bodies ("CRBs") made by other credit providers, mortgage insurers and trade insurers; details of your current and previous credit providers; start and end dates of credit arrangements; permitted payment default information including information about related payment arrangements and subsequent repayment; any credit provider's opinion that you have committed a serious credit infringement (acted fraudulently or shown an intention not to comply with your credit obligations); information about court judgments against you; publicly available information about your credit worthiness; insolvency information; and any credit score or credit risk assessment indicating a CRB's or credit provider's analysis of your eligibility for consumer credit.

a. Credit information from third parties – The credit information that Molycop collects may include information about your arrangements and applications with other credit providers as well as with Molycop.

Molycop may collect credit-related personal information directly or indirectly from third parties including CRBs; published court records; and other credit providers (including through means such as credit references).

Molycop may also collect credit-related personal information directly or indirectly from you or an authorised representative assigned by your organisation, including when you or the authorised representative within your organisation applies for a commercial credit facility with Molycop; when you as a director of a company, owner of the business or in your own capacity as an individual, provide personal guarantees as collateral for such a credit facility; when you or your organisation request an increase in an existing credit facility and Molycop requires you to complete an application to facilitate such a request; or when you request access to, or correction of, your credit-related personal information.

b. Use and disclosure of credit-related personal information – Molycop uses credit-related personal information to (among other things) determine a credit applicant's (company or individual's) eligibility to qualify for, or request an increase to, a commercial credit facility with it; determine the strength of an individual's offer to act as a guarantor in support of a commercial credit facility being provided or an application for credit that has been submitted; manage the credit facility, guarantee, account and our relationship with you effectively, including dealing with overdue debts, verifying your identity, maintaining and updating records and producing our own assessments and ratings of your credit worthiness; assist a CRB to maintain records in relation to your credit worthiness; and enable debt collection agents and/or solicitors to positively identify and recover any unpaid debts referred to them by Molycop.

Molycop may not be able to do these things without your personal information. Molycop may disclose your credit-related personal information (including defaults and serious credit infringements) to CRBS for this purpose. CRBS may disclose those records to third parties as permitted by law, including to other credit providers conducting their own credit assessment processes.

c. Queries and complaints in relation to credit-related personal information – If you request access to, or correction of, credit-related personal information that is held by a CRB or another credit provider, Molycop will endeavour to consult these businesses for a response.

If you submit a complaint in relation to Molycop's collection, use or disclosure of credit-related personal information, Molycop will endeavour to acknowledge receipt of your complaint, investigate and consult with any relevant associated entities (e.g., a CRB) within applicable legally proscribed time limits.

If Molycop believes that it will not be able to resolve your complaint or access or correction request within the proscribed time limits, it will notify you of the delay and the expected timeframe to resolve the matter.

8.0 Online Activity

If you use www.molycop.com or any other Molycop group websites, mobile applications, social media profiles and online facilities ("Online Facilities"), Molycop may record information such as the date and time of your use of the Online Facilities, the pages/sections accessed and any information downloaded.

This information is used for statistical, reporting, administration and maintenance purposes in relation to the Online Facilities. The Online Facilities may use 'cookies' from time to time. Cookies are electronic files that allow Molycop's system to identify and interact more effectively with your device and software.

The cookie helps Molycop to maintain the continuity of your browsing session and remember your preferences when you return. In many cases this happens anonymously, however where you have clicked a link in an email that Molycop has sent you or you have logged in or provided personal information to the Online Facilities, Molycop may associate the cookie with you. You can configure your browser software to reject cookies however some parts of the Online Facilities may not have full functionality in that case.

If you are considering sending any other personal information through the Online Facilities or other electronic means, please be aware that the information may be insecure in transit, particularly where no encryption is used (e.g. email, standard HTTP).

Molycop is subject to laws requiring it to protect the security of personal information once it comes into its possession. The Online Facilities may contain links to other websites and online services. Molycop is not responsible for the privacy practices or policies of those sites and services.

9.0 Accessing Your Information

You may at any time request access to, rectification or removal of the personal information that is held by Molycop. In some circumstances Molycop may have grounds to refuse your request if permitted by law.

If your request is accepted, Molycop will endeavour to meet your request within a reasonable time frame.

Any request should be made in writing by email to:

admin@molycop.com

10.0 Complaints

Should you wish to make a complaint relating to privacy or the application of this Policy, your complaint should be made in writing by email to:

admin@molycop.com

Your complaint will be considered and you will be notified of the outcome within a reasonable time frame. If you are not satisfied with the outcome of your complaint, you may elect to have the complaint handled as a formal grievance by submitting your complaint in writing to:

admin@molycop.com

Attention: Chief Legal Officer, Molycop

11.0 Notification of Changes

This Policy will be amended and updated from time to time. The updated Policy will be posted on our website. The date on the bottom of this page indicates when this Policy was last updated.

12.0 Consent

All collection, use and disclosure of personal information in accordance with this Policy will be subject to your consent except as otherwise provided by law. It will be understood that you tacitly consent to the collection, use and disclosure of your personal information when this Policy is provided to you and you do not express an objection. Consent may be revoked in writing at any time.



Jim Anderson

Chief Executive Officer
August 2023



molycop.com

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