



Confidentiality Policy

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Responsibility for This Policy

IRMA holds responsibility for this document and its contents.

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v20231019	19 October 2023	First publication, approved by the Board of Directors

Purpose

A commitment to transparency is vital to IRMA and its mission. Our confidentiality policy and practices serve as a crucial complement to our commitment to transparency. With this understanding, IRMA also recognizes the importance of securely protecting confidential information to safeguard the privacy of our stakeholders and personnel. This policy expresses IRMA's expectations of personnel regarding the handling of Confidential Information (as defined below).

Scope

This policy applies to directors, officers, employees, contractors, interns, and consultants of IRMA ("IRMA"). It covers written, spoken and electronic information held, used, or transmitted by or on behalf of IRMA, in any format. This policy complements, and should be read in conjunction with, IRMA's antitrust policy.

Definitions

For purposes of this policy, "Confidential Information" is material that contains trade secrets or commercial, financial, or other information claimed as confidential by its source and meeting the following criteria:

1. Be secret, confidential, proprietary, or non-public ("secret"), meaning that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
2. Have commercial value because it is secret, or be personal, sensitive, or legally protected information regarding a person or entity; and
3. Have been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

Confidential Information includes, but is not limited to:

- a. Competitively sensitive information as defined by IRMA's antitrust compliance policy.
- b. Information obtained during mine site audits that should not be subject to disclosure (trade secrets, personnel information, contractual terms), as well as other information that IRMA could be made aware of because of our association with the audit that might not be intended for public disclosure (including draft reports and revision comments, names of participants such as workers or individual community members, confidential financial information, information related to the client's parent organization, and contractual terms with Certification Bodies).
Note: While redaction of Confidential Information is permitted, the methodologies and outcomes of audits are generally not meant to be confidential. There are exceptions, especially where safety and security are at risk.
- c. Information shared on the Mine Measure self-assessment tool and unique to the site, unless the company has specifically designated the information for sharing.
- d. Personally Identifiable Information (PII) of individuals, where the information shared could be expected to risk their safety or wellbeing or prohibited by law, except where the individual has expressly provided consent for the disclosure or sharing of their information.
- e. Specific information within IRMA personnel records, including but not limited to PII and medical information. Other elements within personnel records may be treated with discretion but are not automatically classified as confidential.
- f. Information covered by confidentiality agreements or contractual obligations to which IRMA is bound.

Confidential Information does not include information that was previously known by the receiver, public knowledge, information learned independently, the aggregation of information used to monitor and analyze IRMA's performance, and information that does not meet the definition of Confidential Information in this policy.

Principles and Obligations

Directors, officers, employees, contractors, interns, and consultants may develop, access, or come into contact with Confidential Information during the course of their work with IRMA and will maintain the confidentiality of Confidential Information. Confidential Information will be:

1. Treated as commercially valuable and protected from loss, theft, misuse, or unauthorized access or disclosure.
2. Disclosed to colleagues and other professionals/agencies only on a need-to-know basis when a clear, legitimate business reason exists.
3. Used only in connection with work being carried out for IRMA while employed or engaged by IRMA, and not for other commercial or personal purposes.
4. Used for the specified, explicit, and legitimate purposes for which it is collected.

5. Treated in accordance with any contractual or other obligations by which IRMA may be bound with respect to such information.

Personnel with access to Confidential Information will ensure they are authorized to have access to the information and take all reasonable actions to protect the security of the information, commensurate with the sensitivity of the information and IRMA's policies and practices.

When not in use, physical copies of written Confidential Information will be stored in locked cabinets or drawers or, if in electronic form, password protected. Confidential Information will not be discussed outside of the workplace or where it may be overheard by others not authorized to access such information.

Nothing in this policy prohibits any person or entity from (i) reporting possible violations of federal law or regulation to government agency or entity or self-regulatory organization or making disclosures that are protected under the whistleblower provisions of applicable law or regulation, or (ii) supplying truthful information to any government authority or in response to any lawful subpoena or other legal process, or (iii) discussing their wages, hours and conditions of employment or conduct such person reasonably believed under applicable law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

In addition, notwithstanding anything in this policy or otherwise, in accordance with the United States Defend Trade Secrets Act of 2016:

1. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that:
 - a. Is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
 - b. Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, or
2. If an individual files a lawsuit for retaliation by IRMA for reporting a suspected violation of law, the individual may disclose a trade secret to such individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

IRMA's Safeguards

IRMA will keep Confidential Information secure and protected against unauthorized or unlawful access, disclosure, use, or processing, and against accidental loss, destruction or damage.

Where IRMA uses third parties to perform its activities, Confidential Information may be shared with them as required. In these cases, the same standards are meant to apply to such third parties.

Confidential Information will be stored in accordance with IRMA's applicable policies and practices and applicable legal requirements or, where there is no such legal requirement, for an appropriate period of time commensurate with the requirements related to the performance of activities.

IRMA's Information Systems Director is responsible for policy implementation, monitoring potential and actual electronic data security breaches on IRMA's managed systems, and ensuring that staff and concerned parties are aware of their responsibilities.

Any person who contravenes this policy may be subject to disciplinary action, including without limitation termination of their relationship with IRMA, or legal action.