



## **AUDITOR INDEPENDENCE POLICY**

### **PURPOSE**

The Arconic Corporation ("Arconic") Auditor Independence Policy (the "Policy") is designed to prevent relationships that could impair the independence or perceived independence of Arconic's independent auditors and to ensure compliance with rules promulgated by the U.S. Securities and Exchange Commission ("SEC") and the Public Company Accounting Oversight Board ("PCAOB") governing the independence of Arconic's auditors. The Audit Committee of the Board of Directors of Arconic is responsible for oversight of the independence, qualifications and performance of Arconic's independent auditor and the pre-approval of audit and non-audit services.

### **INDEPENDENCE OF AUDITORS**

Arconic shall not enter into any relationship with its independent auditor that, factually or as a matter of perception: (i) creates a mutual or conflicting interest between Arconic and the auditor; (ii) places the auditor in the position of auditing its own work; (iii) results in the auditor acting in a management role or as an employee of Arconic; or (iv) places the auditor in the position of serving as an advocate for Arconic.

### **HIRING OF CURRENT OR FORMER EMPLOYEES OF AUDITORS**

Arconic may not employ any individual if the hiring will impair the independence of the auditor. Accordingly:

1. No Covered Person or any spouse or spousal equivalent, parent, dependent, nondependent child, or sibling of a Covered Person shall be employed by Arconic or serve as a member of Arconic's Board of Directors.
2. Arconic will not hire any former member of the Audit Engagement Team in a Financial Reporting Oversight Role until at least two (2) years have elapsed since the such individual last participated in the audit of Arconic's financial statements. Any such hiring must be approved by the Chief Financial Officer and the Chief Legal Officer.
3. Arconic will not hire any former partner, principal, shareholder or professional employee of the audit firm in an Accounting Role or a Financial Reporting Oversight Role unless the individual (i) does not influence the audit firm's operations; (ii) has no capital balances in the audit firm; and (iii) has no financial arrangement with the audit firm other than as permitted by Section 2-01(c)(2)(iii) of Regulation S-X.

### **ROTATION OF AUDIT PARTNERS**

The Lead Partner and the Concurring Partner shall not perform any audit services to Arconic during more than five (5) consecutive fiscal years.



## **APPROVAL OF AUDIT AND NON-AUDIT SERVICES**

Arconic shall not engage its independent auditor to render any service unless the service is approved in advance by the Audit Committee.

### **General Pre-Approval Authority**

From time to time, the Audit Committee may pre-approve services or categories of services (other than Prohibited Non-Audit Services) that are expected to be provided to Arconic by the independent auditor. At the time such pre-approval is granted, the Audit Committee shall identify the particular pre-approved services in a sufficient level of detail so that management will not be called upon to make a judgment as to whether a proposed service fits within the pre-approved services. The Audit Committee may condition its approval in any manner it deems appropriate in the circumstances.

### **Limited Delegation of Pre-Approval Authority**

The Audit Committee delegates to the Chairperson of the Audit Committee the authority to approve on an engagement-by-engagement basis any specific services (other than Prohibited Non-Audit Services) to be provided by the independent auditor; *provided*, that the Chairperson may not approve more than \$300,000 in services during any quarter. The Chairperson may condition his or her approval in any manner he or she deems appropriate in the circumstances. Any approval of services by the Chairperson pursuant to this delegated authority shall be ratified at the next regularly scheduled meeting of the Audit Committee.

### **Procedures**

Requests for the pre-approval of services must be submitted to the Audit Committee (or the Chairperson of the Audit Committee) by either the auditor or the Chief Financial Officer and should include a statement as to whether, in their view, the request is consistent with applicable SEC and PCAOB rules regarding auditor independence.

Prior to pre-approval of any services, the Audit Committee (or the Chairperson of the Audit Committee) shall be advised of the specific services to be provided and the reason for the pre-approval request that is sufficient to enable the Audit Committee (or the Chairperson of the Audit Committee) to: (i) determine with reasonable specificity what service it is being asked to pre-approve (for example, by being provided with detailed back-up documentation regarding the specific services to be provided); (ii) determine that any non-audit service to be performed is not a Prohibited Non-Audit Service; and (iii) appropriately assess whether the nature of the proposed services or the estimated fees would impair the auditor's independence or create the appearance that the auditor's independence had been impaired.

Where the Audit Committee has approved an estimated fee for a service, the pre-approval applies to all services described in the approval (even if the actual fees exceed the estimate).

## **DEFINITIONS**

For purposes of this Policy, the following definitions shall apply:



**Accounting Role** means a role in which a person is in a position to or does exercise more than minimal influence over the contents of the accounting records or anyone who prepares them.

**Audit Engagement Team** means any partner, principal, shareholder or professional employee who (i) participates in an audit, review, or attestation engagement of Arconic (other than a partner who consults with others on the Audit Engagement Team during the audit, review, or attestation engagement regarding technical or industry-specific issues, transactions, or events), (ii) has responsibility for decision-making on significant auditing, accounting, and reporting matters that affect the financial statements, or (iii) maintains regular contact with management and the audit committee and includes the following: (A) the Lead Partner; (B) the Concurring Partner; (C) other Audit Engagement Team partners who provide more than 10 hours of audit, review, or attest services in connection with the annual or interim consolidated financial statements; and (D) other Audit Engagement Team partners who serve as the "lead partner" in connection with any audit or review related to the annual or interim financial statements of a subsidiary of Arconic whose assets or revenues constitute 20% or more of the assets or revenues of Arconic's consolidated assets or revenues.

**Concurring Partner** means the partner performing a second level of review to provide additional assurance that the financial statements subject to the audit or review are in conformity with generally accepted accounting principles and the audit or review and any associated report are in accordance with generally accepted auditing standards and rules promulgated by the SEC or the PCAOB.

**Covered Person** includes: (i) any current member of the Audit Engagement Team; (ii) all persons who supervise or have direct management responsibility for the audit, including successively senior levels through the audit firm's chief executive; (iii) all persons who evaluate the performance or recommend the compensation of any partner who is a member of the Audit Engagement Team; (iv) all persons who provide quality control of other oversight of the audit; (v) any other partner, principal, shareholder, or managerial employee of the audit firm who has provided 10 or more hours of non-audit services to Arconic or any of its affiliates for the period beginning on the date such services are provided and ending on the date the audit firm signs the report on the financial statements for the fiscal year during which those services are provided, or who expects to provide 10 or more hours of non-audit services to Arconic or any of its affiliates on a recurring basis; and (vi) any other partner, principal, or shareholder from any distinct sub-group within the audit firm (whether distinguished along geographic or practice lines) in which the Lead Partner primarily practices in connection with the audit.

**Financial Reporting Oversight Role** means a role in which a person is in a position to or does exercise influence over the contents of Arconic's financial statements and related information (including management's discussion and analysis) or anyone who prepares such information, including a member of the Board of Directors, the chief executive officer, chief financial officer, chief accounting officer, controller, manager of external reporting or any other person having direct responsibility for oversight or preparation of Arconic's financial statements and other financial information included in publicly filed documents.

**Lead Partner** means the lead or coordinating audit partner having primary responsibility for the audit or review of Arconic's financial statements.

**Prohibited Non-Audit Services** means any of the following services: (i) bookkeeping or other services related to the accounting records or financial statements of Arconic; (ii) financial information systems design and implementation; (iii) appraisal or valuation services, providing fairness opinions or preparing contribution-in-kind reports; (iv) actuarial services; (v) internal audit outsourcing services; (vi)



management functions or human resources; (vii) broker or dealer, investment adviser or investment banking services; (viii) legal services and expert services unrelated to the audit; and (ix) any other service that the SEC or PCAOB prohibits through regulation.

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