

CONSIDERATIONS FOR LABORS TO BE CARRIED OUT IN OUR OPERATIONAL AREAS

All technical-commercial work visits to our operating areas must be requested and registered through the Access Control System - SICAM for authorization and corresponding entry passes.

They must enter the following link:

<https://tsicam.southernperu.com.pe/login/>

PERSONNEL:

The SUPPLIER shall confirm the data of the authorized personnel that will perform the service with at least four (4) days in advance, to obtain the income passes.

SAFETY:

All operators must work with the proper clothing and use their company identification. Likewise, they must have the safety devices inherent to their work, in accordance with the current legal standards as well as SOUTHERN PERU Security Policy.

If an emergency should occur in which any medical care is required, it will be performed at SOUTHERN PERU Hospital, and the costs will be charged and deducted from the (provider/supplier).

EQUIPMENT:

All equipment that SUPPLIER should take to the field must arrive with their reference guide to provide easy entrance or exit from our facilities.

SUPPLEMENTARY TERMS AND CONDITIONS RELATED TO THE ADMISSION OF SUPPLIER'S PERSONNEL TO SOUTHERN PERU FACILITIES

SERVICES:

1. The SUPPLIER agrees to install, assemble, repair and/or implement the goods and/or services, described in this purchase order, with its own personnel.
2. The SUPPLIER'S personnel shall not, under any circumstance, attribute itself any kind of labor relationship or working dependency with SOUTHERN PERU.
3. The SUPPLIER is compelled to maintain for its personnel valid policies of all insurances required by Peruvian Laws, among others: Health, Life and Work Risk Insurance (known as SCTR). Foreign people must be covered by a personal accident policy, including accidental death and/or total or partial disability caused by an accident, including medical expenses for treatments caused by accidents. The above-mentioned policies must cover all of SUPPLIER's personnel while staying at SOUTHERN PERU facilities.

4. The SUPPLIER shall accredit the validity of the above-mentioned insurances as well as the payment of its policies, before beginning any task described on item 1.

5. The SUPPLIER must provide through an appropriate document to be subscribed with its personnel, that its permanency at SOUTHERN PERU facilities is a temporary condition, according to the instructions of his/her employer.

6. The SUPPLIER assumes all kind of expenses resulting by the permanency of its personnel in SPCC's facilities.

RESPONSIBILITIES AND GUARANTEES:

7. The SUPPLIER, as the employer of its personnel, releases SOUTHERN PERU and all its personnel, of any and all penalties, fines, expenses, losses, trial(s), action(s), claim(s) or procedure(s), liability or damages; from and against all costs and expenses, trial(s), action(s), claim(s) or procedure(s) that could be initiated by or in favor of any entity or authority of the State or by any person or persons against SOUTHERN PERU or its personnel, for the breach of any legal regulation or for any other reason, bodily injury including death, disability, illness or any loss arising as a result of any of the above mentioned reasons or on the property or other damages that may arise, be caused by, or in some way attributable to, acts of negligence or omissions of the SUPPLIER or its personnel.

8. The SUPPLIER guarantees that all the services will be fulfilled with the same high level of knowledge and care usually employed, compatible with generally accepted practices for the nature of these services and performed in accordance with all the requirements of this agreement. The SUPPLIER is committed for a period of one year following the completion of all services, to re-execute any of them which do not comply with the scope of the services contracted and guaranteed.

9. The SUPPLIER is obliged to maintain reserve and Confidentiality of all information delivered by SOUTHERN PERU or, whichever information it has had access to while executing the contracted services.

ABOUT SAFETY AND THE ENVIRONMENT:

10. The SUPPLIER declares that it is aware of and undertakes to comply with the standards contained in Law N° 29783 of the Mining Health and Safety Regulation, approved by Supreme Decree N° 024-2016-MEM and its amendments, and complementary standards as well as the Internal Safety Regulations of SOUTHERN PERU and is committed to complying with them as well as its staff.

11. Supplier declares to maintain its own Safety Regulations as well as induction, training and re-training programs for the personnel assigned during the execution of the services included in this agreement. Both in the formulation of the regulations as

well as in the execution of the appointed programs, the SUPPLIER is obliged to make use of professional advisors within the field of expertise.

In case of a discrepancy between the Supplier's Safety Regulation and SOUTHERN PERU's, SOUTHERN PERU's regulation shall prevail.

12. If during the execution of the contracted services, SOUTHERN PERU determines that these are executed by the SUPPLIER in breach of its occupational safety and health standards procedures and/or to those of the sector in which the SUPPLIER executes its core activities, SOUTHERN PERU reserves the right to suspend the contracted services until such activities are corrected by the SUPPLIER, without any obligation for SOUTHERN PERU to pay any sum, compensation or any other form of retribution or remuneration for the lost time to the SUPPLIER.

The SUPPLIER forfeits its right to claim for damages he could try to justify with such a contingency.

13. The SUPPLIER is required to communicate immediately after its occurrence to SOUTHERN PERU regarding any accident in which its personnel is involved.

14. The SUPPLIER agrees and acknowledges being the sole and direct responsible for complying with the regulations for care and protection of life and health of its workers and therefore is forced to assume the total value resulting from any economic sanctions imposed by the Ministry of Energy and Mines, OSINERGMIN, OEFA, SUNAFIL and/or any Peruvian authority of the corresponding sector arising from the services contracted by this document and to those that could have been imposed to SOUTHERN PERU, in a partial or total manner.

15. The SUPPLIER acknowledges knowing the legal provisions regarding environmental issues that regulate the mining industry and its strict compliance is enforced thus applying what is mentioned in the previous clause.

16. The SUPPLIER authorizes SOUTHERN PERU to retain the value of the economic sanctions imposed, by the breach of any obligations indicated in the previous clauses.

17. The SUPPLIER shall deliver to SOUTHERN PERU the present purchase order signed as acceptance of all the terms and conditions stipulated, attaching the insurer's certification accrediting the validity and payment of the required insurance.

If after three (3) days of received this order, the SUPPLIER does not communicate to SOUTHERN PERU its disagreement or rejection, this will be accepted in all its terms and conditions.