



CODE OF CONDUCT

FOR SUPPLIERS,
CONTRACTORS, AND
RELEVANT BUSINESS OR
COMMERCIAL PARTNERS SPCC

SouthernPerú

 **GrupoMéxico**
MINERÍA



CODE OF CONDUCT

FOR SUPPLIERS, CONTRACTORS,
AND RELEVANT BUSINESS OR
COMMERCIAL PARTNERS SPCC

SouthernPerú



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At Southern Peru Copper Corporation, Sucursal del Perú (hereinafter “SPCC”), we are aware that reputation is based not only on our people’s behavior, but also on the behavior of all those with whom we interact, including our Suppliers, Contractors, Business Partners, and Relevant Business Partners, who are a natural extension of the impact and image of our organization.

By incorporating them through this Code of Conduct for Suppliers, Contractors, and Relevant Business or Commercial Partners (“Third-Party Code of Conduct”), we aim to regulate the behavior of third parties that may affect and/or involve SPCC in unethical situations, as well as improve the living and working conditions of individuals throughout our supply chain, thereby contributing to the 2030 Agenda and achieving the Sustainable Development Goals (SDGs) established by the United Nations.

This Third-Party Code of Conduct sets forth SPCC’s responsibilities and expectations regarding the ethical and responsible business practices we expect from our Suppliers, Contractors, Business Partners, and Relevant Business Partners, with the aim of ensuring that they are properly informed and that they share and integrate these practices into their own value chain.





This Third-Party Code of Conduct is mandatory for companies connected to SPCC; that is: Suppliers, Contractors, Business Partners, and Relevant Business Partners.

At SPCC, we are committed to maintaining business relationships only with Clients, Suppliers, Contractors, Business Partners, and/or Relevant Business Partners who manage their business with integrity and with values and principles aligned with those of our company. Therefore, adherence to and compliance with this Third-Party Code of Conduct is mandatory, regardless of their own codes of ethics, and any violation, contrary action, or non-compliance with the guidelines set forth in this document may result in sanctions determined by SPCC.

This Third-Party Code of Conduct is consistent with our Southern Copper Corporation Code of Ethics and Business Conduct; our General Human Rights Policy; our General Sustainable Development Policy; our Environmental Policy; our Community Development Policy; our Occupational Health and Safety Policy; and our Corporate Strategic Procurement Policy, among other internal regulations.

It is also based on the following international standards:

- The Extractive Industries Transparency Initiative (EITI)¹.
- International Finance Corporation (IFC) Performance Standards².
- International Labor Organization (ILO) Minimum Age Convention 138³.
- ILO Convention 182 on the Worst Forms of Child Labor⁴.
- ILO Convention 29 on Forced Labor⁵.
- ILO Convention 105 on the Abolition of Forced Labor⁶.
- ILO Convention 111 on Discrimination (Employment and Occupation)⁷.
- ILO Convention 100 on Equal Remuneration⁸.
- ILO Convention 169 on Indigenous and Tribal Peoples⁹.
- ILO Convention 87 on Freedom of Association and Protection of the Right to Organize¹⁰.
- ILO Convention 98 on the Right to Organize and Collective Bargaining¹¹.
- ISO 14001:2015 Environmental Management Systems - Requirements with Guidance for Use¹².

¹ <https://eiti.org/es>

² https://www.ifc.org/wps/wcm/connect/9dec8c24-bb31-4917-ac73-3766b1d29a8/PS1_Spanish_2012.pdf?MOD=AJPERES&CVID=k5LnqeZ

³ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312283

⁴ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182

⁵ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C029

⁶ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C105

⁷ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_Ilo_Code:C111

⁸ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C100

⁹ https://www.ilo.org/wcmsp5/groups/public/---americas/---ro-lima/documents/publication/wcms_345065.pdf

¹⁰ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312232

¹¹ https://www.ilo.org/dyn/normlex/es/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C098

¹² <https://www.iso.org/obp/ui#iso:std:iso:14001:ed-3:v1:es>

- ISO 45001 :2018 Occupational Safety and Health Management Systems - Requirements with Guidance for Use¹³.
- ISO 37001:2016 and its amendments, Anti-Bribery Management System – Requirements with Guidance for Use¹⁴
- Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas by the Organisation for Economic Co-operation and Development (OECD)¹⁵.
- United Nations Sustainable Development Goals (SDGs)¹⁶.
- United Nations 2030 Agenda for Sustainable Development¹⁷.
- OHSAS 18001:2007 Occupational Health and Safety Management System¹⁸.
- Mining Principles of the International Council on Mining and Metals (ICMM)¹⁹.
- Global Reporting Initiative (GRI)²⁰.
- Greenhouse Gas Protocol (World Resources Institute)²¹.
- United Nations Guiding Principles on Business and Human Rights²².
- Voluntary Principles on Security and Human Rights²³.
- Recommendations of the Task Force on Climate-related Financial Disclosures (TCFD)²⁴.

13 <https://www.iso.org/obp/ui/#iso:std:iso:45001:ed-1:v1:es>

14 <https://www.iso.org/obp/ui/#iso:std:iso:45001:ed-1:v1:es>

15 https://www.gob.mx/cms/uploads/attachment/file/650191/Debida_diligencia_sector_extractivo.pdf

16 <https://www.un.org/sustainabledevelopment/es/objetivos-de-desarrollo-sostenible/>

17 <https://www.un.org/sustainabledevelopment/es/development-agenda/>

18 http://www.itlp.edu.mx/sig/Normas/OHSAS_18001.pdf

19 <https://www.icmm.com/principios-mineros>

20 <https://certifications.controlunion.com/es/about-us/our-approach>

21 <https://www.wri.org/initiatives/greenhouse-gas-protocol>

22 <https://www.cndh.org.mx/sites/all/doc/cartillas/2015-2016/35-DH-Empresas.pdf>

23 https://media.business-humanrights.org/media/documents/files/documents/Gu%C3%ADa_ICMM-CICR-IFC-IPIECA_VPSHR.pdf

24 <https://www.spglobal.com/marketintelligence/en/campaigns/i-need-to-align-with-tcfd>

5.1. Obligations and Prohibitions

5.1.1. Human Rights

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must respect the fundamental human rights of all employees, treating them with dignity, respect, and fairness. Illegal or inhumane labor practices, including slavery and human trafficking, are not acceptable.

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must implement the UN Guiding Principles on Business and Human Rights in their activities, both with their employees and with the third parties with which they interact and their value chain.

For more information, please refer to our General Human Rights Policy.

5.1.2. Non-Discrimination and Respect for Diversity

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must support the implementation of a culture free of harassment and discrimination, as well as create a work environment respectful of the diversity of their employees and the surrounding community. Abuse, intimidation, and/or violence should not be tolerated.

For more information, please refer to the SPCC Code of Ethics and/or SCC (as applicable), and the Diversity, Inclusion, Non-Discrimination, Non-Harassment, Non-Sexual Harassment, and Non-Mobbing Policy.





5.1.3. Relationship with Communities

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must live sustainably with their communities, providing timely information to their stakeholders; promoting projects that benefit the communities around them; being an ally of local communities and governments in emergency situations; and being respectful of their cultural practices.

For more information, please see our Community Development Policy.

5.1.4. Indigenous Communities

In areas where indigenous peoples or communities are found, our Suppliers, Contractors, Business Partners, and Relevant Business Partners must treat them with respect and recognize their rights to preserve the elements that constitute their culture and identity, and their special connection to the environment.

Also, they must respect the exercise of the right to self-determination of indigenous peoples and communities and actively collaborate with governments in matters of free, prior, and informed consultation, in accordance with the regulatory framework in force in each country.

For more information, please see our General Policy on Respect for the Rights of Indigenous Peoples and Communities.

5.1.5. Child Labor

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must refrain from supporting or using any form of child labor. This obligation will be included in contractual clauses in business contracts, either directly or by reference to this Third-Party Code of Conduct.

For more information, please refer to the Southern Copper Corporation Code of Ethics and Business Conduct.

5.1.6. Forced Labor

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners shall implement measures to prevent any form of forced labor and involvement in human trafficking and ensure that all work is performed on a voluntary basis. This obligation shall be included in contractual clauses in business contracts, either directly or by reference to this Third-Party Code of Conduct.

For more information, please refer to the Southern Copper Corporation Code of Ethics and Business Conduct.





5.1.7. Freedom of Association and Freedom to Join a Union

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must respect the right of association of their employees, as well as the freedom to join a union and to participate in union activities, as established in the current and applicable regulations.

For more information, please refer to the Southern Copper Corporation Code of Ethics and Business Conduct.

5.1.8. Working Hours

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must respect employees normal working hours and overtime, ensuring that overtime is voluntary and in accordance with local legislation, and provide annual leave in accordance with applicable laws. We will include this obligation in contractual clauses in commercial contracts, either directly or by reference to this Third-Party Code of Conduct.

5.1.9. Remuneration

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must pay wages that meet or exceed the living minimum wage that can cover the basic needs of the worker and their family, and that comply with the applicable national legislation.

5.1.10. Occupational Health and Safety

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must provide their workers with a safe and healthy work environment, ensuring compliance with applicable regulations, as well as providing appropriate occupational health and safety conditions and implementing suitable measures to prevent workplace injuries and accidents.

They must also provide their workers with adequate and sufficient training to minimize risks, as well as appropriate and well-maintained personal protective equipment and work equipment.

Likewise, they must take the necessary actions to ensure that the products or services they supply meet the quality and safety criteria specified in the contract.

For more information, please refer to our Occupational Health, Mining Safety and Hygiene, Environment, and Quality Policy.



5.1.11. Environment

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must comply with current environmental regulations in the applicable jurisdiction, and commit to using natural resources responsibly, with a preventive and long-term sustainability approach.

In terms of environmental impact, we invite them to establish and maintain processes to improve their environmental performance and mitigate their environmental impacts and risks.

In terms of emissions, we invite them to make efforts to minimize their Greenhouse Gas (GHG) emissions in line with the Paris Agreement (which limits global warming to 1.5 degrees by achieving a global carbon neutral target by 2050), as well as to increase their use of renewable energy, and continuously improve their energy efficiency.

In matters related to climate change, we encourage you to estimate your organization's energy consumption and carbon footprint, establish targets,



and carry out actions that help reduce your energy use and emissions, as well as provide information on the emissions associated with the products and services supplied to SPCC when requested.

In matters related to waste, effluents, and other pollutants, we encourage you to carry out actions aimed at preventing, minimizing, and responsibly managing the generation of waste and the emission of pollutants into the air, water, or soil. Whenever possible, these should be reintegrated into production and consumption systems

In terms of water care, we encourage them to implement measures to continuously increase their percentage of recycling and reuse water, as well as to continuously improve the efficiency of water consumption and management, always respecting the water rights of other users from the watersheds where their facilities are located.

In matters related to biodiversity, we encourage you to contribute to the protection and conservation of biodiversity, promote net-zero deforestation, and seek a net positive impact. Avoid developing projects in areas designated as World Heritage Sites, and apply the mitigation hierarchy principle (avoid, minimize, restore, and compensate).

For more information, please see our Environmental Policy.

5.1.12. Transparency and Disclosure

Transparency promotes accountability and allows third parties to understand and evaluate a company's performance and impacts.

We invite our Suppliers, Contractors, Business Partners, and Relevant Business Partners to report annually on their Environmental, Social and Governance (ESG) performance in line with internationally recognized standards, and publicly support the implementation of the Extractive In-

dustries Transparency Initiative (EITI), which establishes a commitment to disclose information along the extractive industries value chain, from how extractive rights are granted, to how revenues reach governments and how they benefit the population.

5.1.13. Integrity

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must conduct business with integrity and demonstrate the highest business ethics. They must not engage in bribery or Corrupt Conduct, whether in their dealings with government officials or officials in the private sector, by establishing appropriate internal controls and keeping accurate books and records.

For more information, please refer to the Southern Copper Corporation Code of Ethics and Business Conduct.

5.1.14. Regulatory Compliance

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must act in compliance with the laws, rules, and regulations in force and applicable in the jurisdictions where they carry out their activities and/or business transactions.

5.1.15. Anti-corruption

In principle, SPCC and its affiliated companies do not maintain relationships with companies or individuals who have been convicted of criminal activities related to Corrupt Conduct, including Acts of Bribery. Likewise, our Suppliers, Contractors, Business Partners, and Relevant Business Partners must not maintain relationships with companies or individuals who have been convicted of criminal activities related to Corrupt Conduct.

Third-Party Due Diligence

Before assignment and during the term of the contract, SPCC and its affiliated companies will carry out a background review (“screening”); the nature and scope of the bribery risk —and other criminal risks— of the individual or legal entity will be evaluated; and, when applicable, the Third-Party Due Diligence procedure will be conducted. SPCC and its affiliated companies reserve the right to determine the categories of Suppliers, Contractors, Business Partners, and Relevant Business Partners for which performing Due Diligence is considered unnecessary, unjustified, or disproportionate.

The purpose of Due Diligence on certain transactions, activities, and individuals or legal entities is to assess the extent, scale, and nature of the risk of Corrupt Conduct or Acts of Bribery (“Bribery Risk”), as well as general criminal risks that could directly or indirectly affect SPCC. It also serves as an additional specific control for the prevention and detection of such risks.

As a result of the Due Diligence procedure, it will be determined whether to initiate or continue the business relationship, as well as whether there is



a need to implement controls; include ad hoc clauses in the corresponding contract; and, where applicable, use service level agreements, among other measures deemed appropriate.

If, after the Due Diligence procedure, it is conclusively determined that the Bribery Risk cannot be managed by existing controls within SPCC, the company reserves the authority to terminate, interrupt, suspend, or withdraw from a transaction, project, activity, or existing relationship as soon as possible, adopting the appropriate measures based on the risk in question and the nature of the transaction, project, activity, or relationship. In the case of a new proposed transaction, project, activity, or relationship, SPCC may postpone or refuse to proceed with it. In any event, this will not generate any favorable legal consequence or compensation for the counterparty.

When deemed appropriate, based on the results of the risk assessment, the Due Diligence will be periodically updated so that changes and new information can be taken into account.

SPCC and its affiliated companies are not obligated to verify full compliance with the obligations. However, we will take reasonable measures to ensure that they are being met (for example, by requesting copies of documents, etc.).

Commitment of SPCC's Third Parties

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners are obligated to:

- Acknowledge and understand the content of SPCC's Anti-Corruption Policy published on the company's website, as well as other related internal regulations.
- Comply with requests and provide any information required by SPCC within the framework of the Due Diligence procedure.



- Prevent bribery by or on behalf of SPCC, or for their own benefit or that of third parties, in connection with the relevant transaction, project, activity, or relationship. In the event of the commission or substantiated suspicion of the commission of a corruption-related offense, SPCC reserves the authority to terminate its relationship with the third party, without prejudice to any legal consequences that may arise.
- Conduct Due Diligence on the third parties they subcontract and who participate in the transaction, project, activity, or relationship they maintain with SPCC (e.g., subcontractors, consultants, others), with an appropriate criminal and operational risk approach.
- Receive training and educate themselves in anti-bribery and crime prevention matters.

Additionally, our Business Partners commit to implementing anti-bribery measures aligned with SPCC's Anti-Bribery Management System (ABMS), or to implementing their own preventive measures and controls for managing Bribery Risks, equivalent to and in conformity with the ISO 37001 Standard.

Finally, our Suppliers, Contractors, and Relevant Business Partners commit to informing SPCC about the anti-bribery controls implemented in their organization that effectively manage the bribery risk that could directly or indirectly affect SPCC. If they do not have effective controls for the preven-

tion of such risks, the Supplier, Contractor, or Relevant Business Partner is obligated to implement financial and non-financial measures or controls, as well as Due Diligence procedures to assess corruption risk and other criminal risks in their value chain, as required by SPCC in relation to the corresponding transaction, project, or activity.

For more information, please refer to the Anti-Corruption Policy and the Southern Copper Corporation Code of Ethics and Business Conduct.

5.1.16. Prevention of Money Laundering and Terrorist Financing

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must comply with the applicable regulations in force regarding the prevention of Money Laundering and Terrorist Financing in the jurisdictions where they carry out activities. This obligation shall be included in contractual clauses within commercial contracts, either directly or by reference to this Third-Party Code of Conduct.

SPCC and its subsidiaries have no links with companies or individuals who have been convicted of criminal activities related to money laundering and terrorist financing.



Prior to the assignment and during the term of the contract, the individuals or companies will be monitored in anti-money laundering lists and relevant sanctions (Screening); the nature and extent of the risk of money laundering and terrorist financing will be assessed; and if applicable, the Due Diligence procedure will be enforced. SPCC and its subsidiaries reserve the right to decide the categories for which Due Diligence is deemed unnecessary, unjustified, or disproportionate.

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners are required to implement Due Diligence procedures to assess the AML/CFT risk of both their employees and related third parties, and their value chain.

For more information, please refer to SPCC's Corporate Policy on Prevention of Money Laundering and Terrorist Financing.

5.1.17. Conflict of Interest

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must know and understand the duty to avoid any Conflict of Interest, real, apparent or potential, directly or indirectly related to their work, relationships, activities, or business.

For more information, please refer to the SPCC Corporate Policy on Conflicts of Interest.

5.1.18. Business Relationships

We invite all our Suppliers, Contractors, Business Partners, and Relevant Business Partners to implement responsible business practices, to become certified and to undergo independent assessments.

5.1.19. Business Competition

We encourage all our Suppliers, Contractors, Business Partners, and Relevant Business Partners to comply with applicable antitrust laws, regulations, and other standards in the countries in which they conduct business.

For more information, please refer to the SPCC Corporate Antitrust Policy.

5.1.20. Taxes, duties, and royalties

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must comply with their obligations to pay taxes, duties, and royalties derived from their commercial, export, and activities of mineral exploitation and use. We encourage them to comply with the Extractive Industries Transparency Initiative (EITI).

5.1.21. Confidential, privileged information, and personal data privacy

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must use confidential information obtained in their relationship with SPCC and/or its subsidiaries only for authorized business purposes and to conduct their activities.

Confidential information must not be used for personal/family benefit or advantage, directly or indirectly, or for the benefit of third parties. Nor to buy or sell securities or to disclose to third parties' information for the purpose of buying or selling securities.

Also, the privacy of personal data from employees, suppliers, customers, and candidates to fill a vacancy, and any other interested party, with respect to whom personal data is processed in accordance with the provisions of the applicable legislation in each case, must be protected by establishing controls to prevent unauthorized or illegal use, destruction, or loss of the data.



For more information, please refer to the SPCC Code of Ethics, as well as the SPCC Corporate Data Privacy Policy.

5.1.22. Mineral Supply Chains

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must take necessary actions to identify, assess and manage risk in their supply chains.

We encourage our Suppliers, Contractors, Business Partners, and Relevant Business Partners to implement Due Diligence procedures in their mineral supply chains as an ongoing, proactive, and reactive process, through which they ensure respect for human rights and non-contribution to conflict, as well as respect for international law and compliance with national laws (including those regulating illicit trade in minerals) and the United Nations.

The Organization for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, including Annex II, should be used for this purpose:



- **Serious abuses related to the extraction, transport, or trade of minerals:**

They must not tolerate or profit from, or act to contribute to, assist or facilitate, anyone committing any form of torture or cruel, inhuman, or degrading treatment; any form of forced labor; the worst forms of child labor; gross violations of human rights, and/or war crimes, or other serious violations of international humanitarian law, like crimes against humanity or genocide.

When we identify a reasonable risk of serious abuse, we will immediately discontinue our interaction with the individual or legal entity. This obligation will be included in contractual clauses within commercial contracts, either directly or by reference to this Third-Party Code of Conduct.

- **Direct or indirect support to non-state armed groups:**

No direct or indirect support to non-state armed groups from the extraction, transportation, trade, handling, or export of minerals should be tolerated. Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must refrain from any actions that contribute to the financing of conflict.

When we identify a reasonable risk associated with someone providing direct or indirect support to those groups, we will immediately suspend our interaction with them. This obligation will be included in contractual clauses within commercial contracts, either directly or by reference to this Third-Party Code of Conduct.

- **Public or private security forces:**

We must not directly or indirectly support public or private security forces that illegally control mining sites, transportation routes, and supply chain actors; illegally collect taxes or extort in exchange for money or minerals at access points to mining sites, along transportation routes or at points where minerals are traded, or illegally collect taxes, or extort from intermediaries, export companies, or international traders.

The role of public or private security forces at mining sites, and/or in the vicinity, and/or along transportation routes should be limited solely to maintaining the rule of law, including protecting human rights, providing security for mine workers, their equipment, and facilities, as well as protecting mining sites or transportation routes from interference affecting legitimate extraction and trade activities.

Where public or private security forces are engaged in their supply chain, their obligation to act in accordance with the Voluntary Principles on Security and Human Rights should be established.

Individuals or security forces with a known history of serious human rights violations should not be contracted.

The contracts that regulate the relationship between SPCC and its Subsidiaries will establish the suspension or termination of our interactions, when the need to implement mitigation measures is detected from the risk assessment, and they are not carried out within the established term.

- **Bribery and fraudulent declaration of the mineral's origin:**

Bribes must not be offered, promised, given, or demanded. Requests for bribes that aim to conceal or falsify the origin of minerals to fraudulently declare taxes, sums, and royalties paid to governments in accordance with the purposes of extraction, trade, handling, transportation, and export of minerals should be rejected.

The contracts that regulate the relationship between SPCC and its Subsidiaries will establish the suspension or termination of our interactions, when the need to implement mitigation measures is detected from the risk assessment, and they are not carried out within the established term.

- **Money Laundering:**

Efforts should be adopted and/or measures taken to contribute to the effective elimination of money laundering, when a reasonable risk of money laundering is identified as a result of, or related to, the extraction, marketing, handling, transport, or export of minerals derived from the illegal col-



lection of taxes or extortion for minerals at access points to mining sites, along transport routes, or at points where minerals are traded.

The contracts that regulate the relationship between SPCC and its Subsidiaries will establish the suspension or termination of our interactions, when the need to implement mitigation measures is detected from the risk assessment, and they are not carried out within the established term.

5.2. Implementation and Monitoring of Obligations

The obligations and prohibitions in this Third-Party Code of Conduct shall be incorporated by reference or otherwise applied in all contracts between SPCC and its affiliated companies and our Suppliers, Contractors, Business Partners, and/or Relevant Business Partners.

Our Suppliers, Contractors, Business Partners, and/or Relevant Business Partners agree to fully cooperate with any investigations that may be carried out to verify compliance with this Third-Party Code of Conduct.

It is their responsibility to demonstrate compliance with this Third-Party Code of Conduct, or compliance with comparable standards and obligations contained in their own Code of Ethics. To this end, they are expected to apply a system of management oversight and controls related to compliance with the obligations set forth in this Code, proportionally and in accordance with applicable industry standards, and considering the size, complexity, and risk exposure.

Suppliers, Contractors, Business Partners, and Relevant Business Partners must retain sufficient documentation to demonstrate compliance with this Third-Party Code of Conduct and must respond within the timeframe granted for that purpose to information requests made by SPCC and/or its affiliated companies. The monitoring of obligations will be carried out according to their risk classification.

SPCC and its subsidiaries reserve the right to request information and documentation to verify compliance with the provisions of this Code. We also reserve the right to request corrective measures, and even to terminate the contractual relationship when non-compliance with the provisions of this Code is found.

5.3. Training

On certain occasions, SPCC and/or its subsidiaries will notify in writing to its Suppliers, Contractors, Business Partners, and Relevant Business Partners how it will support their training to properly address risk assessment and due diligence procedures.

5.4. Communication

Our Suppliers, Contractors, Business Partners, and Relevant Business Partners must communicate the obligations derived from this Third-Party Code of Conduct internally to the corresponding positions, as well as throughout their value chain, whenever they are related to the purpose of the business relationship they maintain with SPCC.

SPCC reserves the authority to request any evidence of compliance related to this point.

SPCC may communicate guidelines and codes of conduct applicable to Suppliers, Contractors, Business Partners, and Relevant Business Partners through its social media channels and any other means it deems appropriate, such as email.

5.5. Whistleblower Hotline

When a Supplier, Contractor, Business Partner, or Relevant Business Partner has sufficient indications to believe that an obligation established in this Third-Party Code of Conduct has not been fulfilled, they may use the Integrated Reporting System (SID) to report it. This is the confidential and

secure channel for raising concerns or reports about conduct that goes against our internal regulations, as well as our values and standards:

SOUTHERN PERU COPPER CORPORATION:

Sitio web: <http://spcc.lineadedenuncia.net/>

Correo electrónico: spcc@lineadedenuncia.net

Teléfono: 080078258

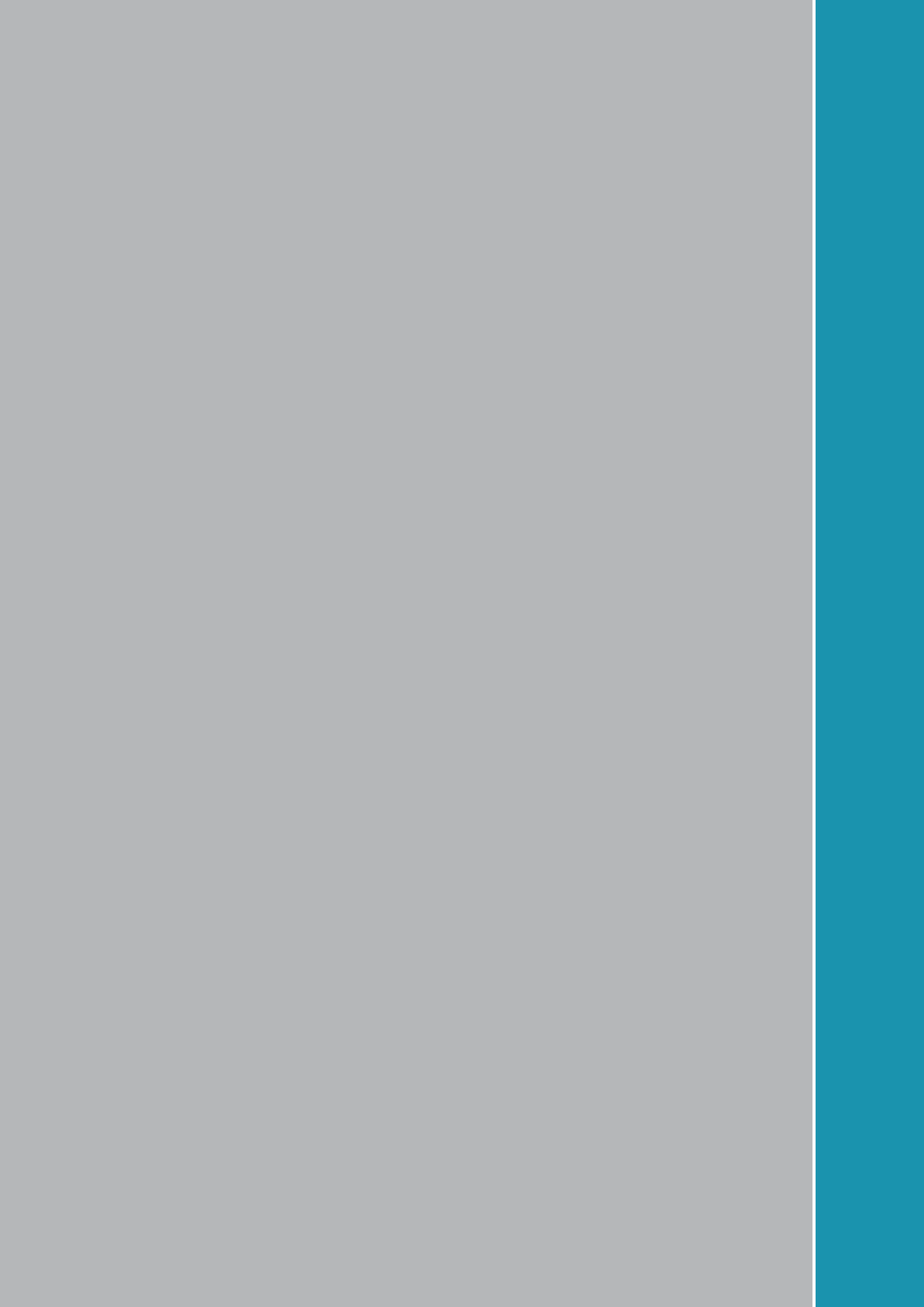
Serious Abuse	<div><div>i) Any form of torture or cruel, inhuman, or degrading treatment;</div><div>ii) Any form of forced labor,</div><div>iii) The worst forms of child labor;</div><div>iv) Other serious violations of human rights and abuses like widespread sexual violence;</div><div>v) War crimes or other serious violations of international humanitarian law, crimes against humanity, or genocide.</div></div>
Conflict and High-Risk Areas	<p>Conflict-affected and high-risk areas are characterized by the presence of armed conflict, widespread violence, or other risks that may cause harm to people. Armed conflict can take various forms, such as international or non-international conflict, which may involve two or more states, or may consist of liberation wars, insurgencies, civil wars, etc. High-risk areas may include zones of political instability or repression, institutional weakness, insecurity, collapse of civil infrastructure, and widespread violence. These areas are often characterized by widespread human rights abuse and violations of national or international law.</p>
Corrupt Conduct	<p>Corrupt Conduct includes: Bribery; Extortion or Incitement to Commit a Crime; Influence Peddling; and Unauthorized Facilitation Payments, among others.</p>
Contractor	<p>An individual or company that undertakes, by contract, to execute a work in exchange for an agreed price within a specific period.</p>
Due Diligence	<p>A process to thoroughly assess the extent, scale, nature, and scope of Corrupt Conduct, as well as bribery-related and other criminal risks in general, that could directly or indirectly affect SPCC, and which serves to support decision-making regarding specific transactions, projects, activities, and personnel.</p>

SPCC's affiliated companies	<p>Americas Mining Corporation (AMC), Southern Copper Corporation (SCC) and its subsidiary Minera México (and their respective subsidiary companies); ASARCO Inc. and its subsidiaries; as well as AMC Mining Iberia, S.L.U. and Minera Los Frailes.</p>
Security forces under illegal control	<p>To identify security forces under illegal control (referred to as non-state armed groups), the relevant United Nations Security Council resolutions must be consulted.</p>
Suppliers	<p>A natural or legal person that supplies one or more companies with inventory (products), which will be sold directly or transformed for later sale. This includes any third party acting on behalf of, in the name of, and/or for the benefit of SPCC in any activity or transaction.</p>
Trading or Business Partner	<p>These are all natural or legal people, domestic or foreign, with whom SPCC enters consortiums, joint ventures, or other types of associative agreements to participate in private bidding processes.</p>
Relevant Business or Trading Partner	<p>An external party with whom SPCC has, or plans to establish, some type of business relationship. A Relevant Business Partner is an organization, company, or other type of entity with which SPCC has a direct commercial relationship that may involve a contractual agreement to produce, purchase, or sell a product. This includes customers, distributors, intermediaries, and local and international traders. It does not include end consumers.</p>

The Ethics and Discipline Committee shall receive reports related to non-compliance with this Third-Party Code of Conduct and, when applicable, forward the information to the corresponding area so that an investigation may be carried out.

In the case of Third Parties, if it is confirmed that a breach of the provisions of this Third-Party Code of Conduct has occurred, and considering the circumstances of each case, the following actions may be taken: (i) instruct the implementation of a risk-mitigation and remediation plan, or (ii) refer the matter to the Legal Department so that it may take the necessary contractual actions, as well as any others that may apply under the applicable laws.

This policy shall be reviewed annually by the Compliance Department. If any changes are made, they must be reported to the Internal Control Department for implementation or, as applicable, for the issuance of the corresponding review record.





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