



General Conditions

These General Conditions, together with the Appendices that may correspond, form an integral part of the Service Order and replace, take precedence and prevail with respect to all previous negotiations and understandings of any kind, whether oral or written. Only by means of a document signed by authorized representatives of the parties may these General Conditions be modified.

Therefore, with the acceptance of the Service Order, **THE CONTRACTOR** unconditionally undertakes the following:

1. Payment Procedure

In order to invoice **ANGLO AMERICAN** for the agreed remuneration based on the progress of the services provided (the "Services"), **THE CONTRACTOR** will perform a monthly valuation of the Services performed. These valuations will be made in accordance with the following:

- 1.1 The agreed consideration for the Services provided will be paid after reviewing the service conformity, a document that will be submitted by **THE CONTRACTOR** to **ANGLO AMERICAN** attaching the corresponding supporting documentation (hereinafter referred to as the "Service Conformity").
- 1.2 Once **THE CONTRACTOR** receives the Service Conformity approved by **ANGLO AMERICAN**, it shall determine the amount to be invoiced on the basis of the information contained in the approved Service Conformity and issue an invoice for the approved amount.
ANGLO AMERICAN may observe the invoice within a term not exceeding eight (08) calendar days, from the receipt thereof.
- 1.3 The invoices observed will be returned to **THE CONTRACTOR** immediately and the payment term will be counted once the corrected invoice has been submitted, without the right to compensation of any kind.
- 1.4 Invoices must be submitted in accordance with the provisions set out in the attached **ANGLO AMERICAN** Instructions for Receipt of Payment Vouchers (see **APPENDIX 1**).
- 1.5 Should there be no observations, **ANGLO AMERICAN** shall pay **THE CONTRACTOR** the amount specified on the invoice within sixty (60) calendar days of the date of receipt thereof or other agreed condition, provided that it has the due support and prior approval of **ANGLO AMERICAN**.
It is expressly established that the consideration recognized by **ANGLO AMERICAN** to **THE CONTRACTOR** covers all expenses incurred by the latter in the development of the provision of the Services. In this way, **THE CONTRACTOR** is prevented from formulating any request for reimbursement or payments of additional amounts to the consideration agreed in this clause, unless both parties previously agree, expressly and in writing, those cases in which such requirements will proceed.
- 1.6 Payment shall be made by crediting the account designated by **THE CONTRACTOR**.
- 1.7 If, through this Service Order, services are provided subject to the deduction system, **THE CONTRACTOR** shall:
 - Open an account at Banco de la Nación for the deposit corresponding to the deduction and inform the account number.
 - Include the phrase: "Operation subject to the system of payment of tax obligations with the Central Government" in the payment vouchers issued, including the corresponding deduction rate and, if applicable, the corresponding tariff item.
 The vouchers issued for operations subject to the deduction system may not include operations other than these, otherwise the deduction will be applied on the total amount entered in the payment voucher.

2. Taxes

- 2.1 The price for the Services includes taxes, contributions, or fees payable in connection with the Services, as well as those levied on income accrued or received by virtue of the provision of the Services; and
- 2.2 **THE CONTRACTOR** shall be responsible for the administration and payment of all taxes payable in connection with the Services and shall indemnify **ANGLO AMERICAN** for non-payment of such taxes. At any time, **ANGLO AMERICAN** may require **THE CONTRACTOR** to provide adequate evidence of the declarations and payments of all taxes related to the Services.
- 2.3 **THE CONTRACTOR** shall not be entitled to a refund of taxes on movable property, on equipment under construction and other property owned by it or by taxes on its net income.
- 2.4 **THE CONTRACTOR** shall not be entitled to any compensation due to or for any increase in tax rates, licensing costs and permit costs, or any new taxes, licenses or permits applicable during the effective term of the Service Order, except as those expressly required by law.
- 2.5 Imports and exports by **THE CONTRACTOR** of equipment, materials, supplies, tools, or any element for the performance of the Services, customs duties, value added, import or export taxes, document duties, processing fees or other fees or taxes related to the import or export of such equipment, materials, supplies, tools or other items will be paid for by **THE CONTRACTOR**.

3. Audit

ANGLO AMERICAN may exercise permanent supervision of the Services and shall be entitled to verify compliance with the agreement of the parties in this Service Order, as well as the regulations in force, in particular the labor, tax, social security, and social security regulations applicable to the personnel assigned to the performance of the Services, as well as those related to anti-corruption and personal data protection regulations.

4. Force Majeure

- 4.1 If either party is temporarily prevented from fulfilling its obligations, in whole or in part, as a result of an event of act of God or force majeure, in accordance with the provisions set forth in article 1315 of the Peruvian Civil Code, the latter shall inform the fact immediately and in writing to the other party, within a term not exceeding twenty-four (24) hours from occurrence of the fact, informing in detail about the occurrence of the event, the contractual obligations that are affected as well as other present or future consequences.
- 4.2 The party that was prevented from fulfilling the obligations affected by the event of act of God or force majeure will not be responsible for its breach during the duration of the event, being obliged however to restart its execution and fulfillment as soon as the effects of the event of act of God or force majeure cease, within a term not exceeding twenty-four (24) hours since the event referred to above had disappeared.
- 4.3 The parties agree that the occurrence of an event that qualifies as an act of God or case of force majeure shall not constitute any basis for making a claim for additional consideration. Therefore, each party shall bear its own costs and expenses associated with or caused by such event. In addition, the party alleging the existence of an act of God or case of force majeure shall take reasonable measures to mitigate the potential impact of the act of God or force majeure on the fulfillment of its obligations created by this Service Order.
Consequently, **THE CONTRACTOR** expressly acknowledges that **ANGLO AMERICAN** shall not be bound to pay any consideration from the moment of the act of God and/or force majeure that prevents the services provided by **THE CONTRACTOR** subject matter of this Service Order.
- 4.4 If the event of act of God or force majeure continues for more than sixty (60) calendar days, from the date on which its occurrence was notified in accordance with this clause, either party may terminate the Service Order. For that purpose, it shall suffice to communicate its decision to the other party by notarized letter. Such communication shall take effect immediately and the Service Order shall be automatically terminated on the date of receipt, without any liability being attributed for exercising this power of termination.
- 4.5 The following shall not constitute grounds for act of God or force majeure:
 - a) The change of economic conditions, the lack of financial capacity or the lack of liquidity of any of the parties.
 - b) The circumstance in which the law expressly makes the aggrieved party responsible for the act of God or force majeure.
 - c) Events that occur as a result of the act or fault by the party that invokes the act of God or force majeure to excuse the fulfillment of its contractual obligations.
 - d) The event constituting act of God or force majeure that occurred during the default of the aggrieved party with the act of God or force majeure unless such event had occurred and produced identical effects even if the aggrieved party was not in default.

- 4.6. **SUSPENSION FOR SOCIAL CONFLICTS.** - In addition to what is detailed in the previous sections, when appropriate and duly accredited, **ANGLO AMERICAN** may suspend the provision of all or any portion of the Services subject matter of this Service Order at any time, in the event of any conflict or contingency of a



AngloAmerican

social nature, including but not limited to blocking roads, strikes, insurrections, rebellions and stoppages. For this purpose, **ANGLO AMERICAN** must send a written notice to **THE CONTRACTOR** and the suspension will operate on the date set out in such communication or in the absence of indication on the date of its receipt.

As set out in the notice of suspension, **THE CONTRACTOR** shall: (i) cease providing the Service (or portion thereof) on the date and time specified in such notice; and (ii) take any other action specified in the notice or as necessary or desirable to minimize the costs associated with the suspension.

In that regard, once the suspension has been communicated as set out in this section, **ANGLO AMERICAN** and **THE CONTRACTOR** will make their best efforts to minimize the costs associated with the suspension.

- 4.7. **SUSPENSION.** - Notwithstanding the provisions of the preceding sections, **ANGLO AMERICAN** is entitled to request the suspension of the Services at any time and without expression of cause, for which it shall suffice to notify **THE CONTRACTOR** in writing, indicating the term during which the suspension will last, which may be reduced or extended at any time by **ANGLO AMERICAN**. Therefore, the Parties are subject to the following rules:

(a) Upon receipt of notice of suspension, **THE CONTRACTOR** shall suspend the relevant part of the provision of the Services, comply with any order issued by **ANGLO AMERICAN** (including demobilization of **ANGLO AMERICAN**'s facilities, if applicable) and take all reasonable steps to protect and secure **THE CONTRACTOR**'s Materials and Equipment and mitigate costs and delays arising from such suspension.

(b) **ANGLO AMERICAN** shall indicate in writing to **THE CONTRACTOR** when the provision of the Services is resumed or the relevant part suspended, and **THE CONTRACTOR** shall comply with such indication immediately, and

(c) The period of suspension shall not exceed 60 (sixty) consecutive days at a time, unless otherwise agreed in writing by the Parties.

(d) **THE CONTRACTOR** shall be entitled to reimbursement of direct costs in costs incurred as a result of the suspension, provided that:

(i) such costs never exceed the amount that in other circumstances they would have been entitled to access under this Service Order, except for suspension; and

(ii) **THE CONTRACTOR** shall submit its request to recover such costs within 30 (thirty) calendar days following the end of the suspension period and **ANGLO AMERICAN** shall have no liability to **THE CONTRACTOR** for any such costs arising after this date.

Except when the cause of the suspension relates to any act, error or omission of **THE CONTRACTOR** or its Personnel, in such case **THE CONTRACTOR** shall not be entitled to any refund.

5. Statements by THE CONTRACTOR

5.1 **THE CONTRACTOR** states that it has experience, management capacity and sufficient personnel with technical suitability and that it has the material and technological resources necessary to provide and perform the services under this Service Order properly.

5.2 **THE CONTRACTOR** declares to be duly informed of the current policies of **ANGLO AMERICAN** described in Clauses Thirteen and Seventeen of this Service Order.

5.3 **THE CONTRACTOR** guarantees to have the experience, capacity, and all registrations, permits, authorizations and licenses to provide the Service pursuant to this Service Order, this includes that it will also have all the insurance to which it may be applicable. In the event of deficiencies arising in relation to such Service, **THE CONTRACTOR** shall correct them immediately, at no cost to **ANGLO AMERICAN**.

5.4 **THE CONTRACTOR** states that, at the request of **ANGLO AMERICAN**, it will correct as many times as necessary, at its full expense, cost and account, the errors of documentation and drawings or omissions and non-conformities that its Service may present as a result of not using the applicable rules or laws and/or not using methods, practices and procedures tested and recognized by the relevant authorities as appropriate for the performance of similar tasks.

The parties agree that the provision of the Services does not create an exclusive relationship for any of them. Nevertheless, **THE CONTRACTOR** must provide preferential attention to **ANGLO AMERICAN** in case it has to provide the same or similar services to third parties. In this regard, **ANGLO AMERICAN** is perfectly entitled to contract and/or obtain the same or similar services with companies other than **THE CONTRACTOR**.

5.5 **THE CONTRACTOR** undertakes not to publish, inform and/or disseminate any information relating to this Service Order, whether through a written, online, audiovisual and/or any other means of communication, without the prior written consent of **ANGLO AMERICAN**. Moreover, the parties agree that **THE CONTRACTOR** may only use the institutional logo of **ANGLO AMERICAN** if it has the prior written consent of the latter and only for the purposes expressly established in such written consent, so its use for any other purpose is prohibited.

6. Indemnity

6.1 **THE CONTRACTOR** shall be responsible for holding **ANGLO AMERICAN** harmless, at all times, against any loss, damage or liability of any kind suffered by the latter, whether directly or indirectly, due to or in connection with the fulfillment and/or breach of the obligations assumed by **THE CONTRACTOR** in this Service Order or in the legal rules.

6.2 In the event that **ANGLO AMERICAN** is sued or is the subject of any claim by any employee of **THE CONTRACTOR** or by any third party for obligations or responsibilities that, pursuant to this document or the legal rules are borne by **THE CONTRACTOR**, it shall correspond that **THE CONTRACTOR** assumes responsibility for such complaints or claims, excluding and holding **ANGLO AMERICAN** harmless therefrom. If this case arises, it will be the responsibility of **THE CONTRACTOR** to pay the respective attorneys' fees and, above all, the economic consequences that may arise from such a process for **ANGLO AMERICAN**.

7. Personnel of THE CONTRACTOR

7.1 Any person that **THE CONTRACTOR** uses to fulfill its obligations under the Service Order will not have a relationship of dependence or subordination with **ANGLO AMERICAN** and in this matter the following principles are fully applicable:

a) **THE CONTRACTOR** and the personnel it may use are independent persons and in no case may they be considered as workers of **ANGLO AMERICAN**. Consequently, the relationship between **THE CONTRACTOR** and **ANGLO AMERICAN** is civil. In this regard, the parties expressly acknowledge and declare that this Service Order does not create or constitute an employment relationship between **ANGLO AMERICAN** and **THE CONTRACTOR** or the personnel it may use for the provision of the Services. Consequently, it does not produce for **ANGLO AMERICAN** labor obligations of any nature, to the extent that neither **THE CONTRACTOR** nor the personnel mentioned above are subject to any subordination or dependence, neither to a specific work schedule nor to the orders of **ANGLO AMERICAN**, as **THE CONTRACTOR** will provide the Services at its own risk, independently, autonomously, and non-exclusively.

b) The personnel that **THE CONTRACTOR** may employ in the fulfillment of this Service Order must be suitable, own, and dependent on it, unless expressly authorized by **ANGLO AMERICAN** and will not have any type of subordination or dependence on **ANGLO AMERICAN**.

c) The parties state that this Service Order and the Services that constitute its purpose do not qualify as labor intermediation, to the extent that neither the Service Order nor the Services have the purpose, content, or scope of the provision of personnel by **THE CONTRACTOR** in favor of **ANGLO AMERICAN**. On the contrary, both parties agree to point out that the Services will be provided by **THE CONTRACTOR** at its own account and risk, with total autonomy, with its own financial, technical, and material resources, and maintaining the exclusivity of control and direction over the personnel that could represent it in the provision of the Services.

d) The parties agree and put on record that the personnel eventually used by **THE CONTRACTOR** for the provision of the Services will be under the exclusive responsibility and subordination of **THE CONTRACTOR**, the latter being the only one who maintains an employment or other relationship (as appropriate) with such personnel and, consequently, the only one responsible for the fulfillment of all labor, social security obligations and any other legal obligation that may correspond thereto in relation to such personnel (which includes, but is not limited to, paying all salaries, allowances and benefits in accordance with the minimum guidelines set out by Peruvian legislation), as well as the taxes and/or contributions levying the sums that such personnel may receive. It is agreed that, if for any reason, **ANGLO AMERICAN** was obliged to pay any of the obligations that, according to the provisions set forth in this clause, are the exclusive responsibility of **THE CONTRACTOR**, the latter must immediately reimburse **ANGLO AMERICAN** the amount paid. This obligation of **THE CONTRACTOR** will be enforceable even after the termination of the Service Order, regardless of the grounds for which this may occur.

Notwithstanding the foregoing, **ANGLO AMERICAN** may enforce the guarantee granted, if any, by **THE CONTRACTOR** and, in addition, offset any amount paid in accordance with the foregoing, with any payment obligation that **ANGLO AMERICAN** may have outstanding against **THE CONTRACTOR**,



- e) without requiring any authorization from **THE CONTRACTOR**.
- f) The personnel that **THE CONTRACTOR** may employ in the fulfillment of the Service Order must comply with all safety regulations of **ANGLO AMERICAN**, which will be communicated to **THE CONTRACTOR** through the designated officials.
- g) **THE CONTRACTOR** shall make on its own behalf all payments for remuneration, pension fund and social security payments, insurance and other expenses derived from the hiring of its personnel or other persons who provide services for it in relation to the Service Order.
- h) **THE CONTRACTOR** is obliged to make available to **ANGLO AMERICAN** on a monthly basis all documents proving the payment of its obligations to the Superintendency of Customs and Tax Administration (SUNAT, by its Spanish initials), the Ministry of Labor and Social Security, and, where appropriate, all documentation proving that its tax and/or labor and social security obligations are up to date. In the event that **THE CONTRACTOR** fails to comply with this obligation for two consecutive months, **ANGLO AMERICAN** may terminate the Service Order in accordance with the provisions established in Clause 9. Resolution and enforcement of the guarantee granted by **THE CONTRACTOR**, if any.
- h) **ANGLO AMERICAN** may refuse entry and/or request the removal from its premises of any member of the personnel of **THE CONTRACTOR** or any of its subcontractors who, in the opinion of **ANGLO AMERICAN**, involves a risk to occupational safety and health, as well as to safety in the facilities or operations of **ANGLO AMERICAN**, decision that, if applicable, will be communicated to **THE CONTRACTOR** in a timely manner. In any case, it is expressly stated that **ANGLO AMERICAN** is empowered to grant the corresponding authorizations for the entry of any person to its facilities, either temporarily or permanently. The exercise of this right by **ANGLO AMERICAN** shall not be considered as a limitation or exemption from liability or as a modification of the scope of **THE CONTRACTOR**'s obligations under the Service Order.

8. Subcontracting and Assignment

- 8.1. It is expressly agreed that **THE CONTRACTOR** may not assign, transfer, or convey in any way, in whole or in part, the service orders or contracts or agreements signed with **ANGLO AMERICAN**. Nor may it constitute guarantees of any kind on them or affect or assign any right derived from them or the payments or collections that may come from them. The value of the services and the consequent payments will be made exclusively to the holder of this Service Order. Furthermore, **THE CONTRACTOR** may not subcontract all or part of the Service Order, without prior, express, and written authorization from **ANGLO AMERICAN**.
- 8.2. **THE CONTRACTOR** may not assign, transfer, or otherwise convey its rights or obligations arising therefrom, nor constitute encumbrances on it, nor affect any rights arising from payments or collections arising from this instrument without the prior written consent of **ANGLO AMERICAN**. **THE CONTRACTOR** may not enter into contracts of irrevocable mandate for the collection of payments resulting from this Service Order, nor "factoring" or similar contracts. **ANGLO AMERICAN** shall be entitled to assign or transfer the Service Order, its rights and/or obligations arising therefrom to third parties, for which **THE CONTRACTOR** hereby gives its express consent.
- 8.3. Upon approval from **ANGLO AMERICAN** for subcontracting, **THE CONTRACTOR** shall be liable to **ANGLO AMERICAN** for any services provided or performed by subcontractors and for any other act or omission of a subcontractor in connection with this Service Order, to the same extent as it is liable for its own actions or omissions and those of persons subject to its subordination or dependence.
- 8.4. Failure to comply with the foregoing obligation, in any form or for any reason, shall be sufficient grounds for **ANGLO AMERICAN** to terminate this Service Order and/or enforce the guarantee granted by **THE CONTRACTOR**, if any, without giving the right to compensation in favor of **THE CONTRACTOR** and without prejudice to the right of **ANGLO AMERICAN** to require the collection of the compensations that are appropriate in accordance with the general rules of the Law.

9. Termination

9.1. Termination by ANGLO AMERICAN

- 9.1.1 **ANGLO AMERICAN** is expressly and irrevocably authorized by **THE CONTRACTOR** to terminate this Service Order at any time, without expression of cause, for which it shall suffice to send **THE CONTRACTOR** a written notice thereon fifteen (15) calendar days from the effective date of the termination. The services performed up to the effective termination date will be paid for by **ANGLO AMERICAN**.
- 9.1.2 Without prejudice to the preceding paragraph, if **THE CONTRACTOR** failed to comply with any of its obligations under this Service Order, **ANGLO AMERICAN** shall be entitled to require performance by written notice. If the breach has not been remedied within fifteen (15) days following the request of **ANGLO AMERICAN**, the Service Order shall be deemed automatically terminated as a matter of law.
- 9.1.3 The exercise of any right of termination by **ANGLO AMERICAN** pursuant to the Service Order shall not give rise to any liability or obligation for **ANGLO AMERICAN**, nor shall it entitle **THE CONTRACTOR**, its employees appointed for the provision of the Services, its subcontractors, if any, or in favor of any other individual or collective person, to a compensation for any damages (including but not limited to loss of profits, consequential damages, moral damages or damage to person).

9.2. Termination by THE CONTRACTOR

- 9.2.1 **THE CONTRACTOR** may terminate this Service Order for the breach by **ANGLO AMERICAN** of its obligations to give sum of money, provided that **THE CONTRACTOR** has communicated the breach by notarized letter and **ANGLO AMERICAN** has not remedied such breach within thirty (30) business days from receipt of the notarized letter. For the purposes of the termination, **THE CONTRACTOR** must communicate its decision by notarized letter made no less than fifteen (15) calendar days in advance.

9.3. Consequences of the Termination

If the Service Order is terminated, in accordance with the provisions set forth in the preceding sections, then, subject to the rights of **ANGLO AMERICAN** under the Service Order to deduct and withhold amounts owed to **THE CONTRACTOR**, **ANGLO AMERICAN** shall pay **THE CONTRACTOR**:

- (a) all amounts due and unpaid for the provision of the Services on the date of termination; and
- (b) the cost of the Materials that were properly ordered for the presentation of the Services and that have been paid by **THE CONTRACTOR**, or which is obliged to pay, provided that:
 - (i) **THE CONTRACTOR** may not use the equipment and/or materials for other services or supply the Materials to a third party to recover the cost of the Materials, and
 - (ii) The ownership of the equipment and/or materials shall lie with **ANGLO AMERICAN** when payment is made under Clause 1.

10. Liability and Insurance

- 10.1 **THE CONTRACTOR** shall be liable for and pay **ANGLO AMERICAN** for all damages that may be caused to it, its personnel and any of its goods in connection with the services it performs under this Service Order. The liability mentioned in the previous paragraph extends to third parties, both persons and their goods, and these situations must be handled directly by **THE CONTRACTOR**, who expressly declares that **ANGLO AMERICAN** has no responsibility for these events. The total liability of **THE CONTRACTOR** arising from or in relation to this Service Order shall include the cost of the correction and/or re-provision of those Services (which includes the preparation and delivery of any of the products resulting from the Services) that have been defective or that have merited observations on the part of **ANGLO AMERICAN** and the correction of Defective Services in general.
- 10.2 **THE CONTRACTOR** shall assume full and total liability by holding **ANGLO AMERICAN** harmless for any and all occupational accidents and/or occupational diseases generated during the provision of services, as well as for the consequent labor, civil, criminal or any other type of proceedings that may arise, the indemnity and assumption of liability agreement provided for in this Service Order being applicable. Without prejudice to the provisions set forth in the preceding paragraph, **THE CONTRACTOR** is obliged to exhibit, when requested by **ANGLO AMERICAN**, the policies relating to the coverage of risks of occupational accidents and/or diseases of its workers presented by the services in the area of activities of **ANGLO AMERICAN**. Therefore, the parties declare that **THE CONTRACTOR** shall be responsible for any incident or affection to the health of the worker of **THE CONTRACTOR** assigned to the project that requires medical attention, outside the assumptions that, according to law, corresponds to assume any of the parties. The parties declare that **ANGLO AMERICAN** shall not bear any costs associated with the above.
- 10.3 **ANGLO AMERICAN** has contracted, at its own expense, the liability insurance policy mentioned below to protect **THE CONTRACTOR** and its Subcontractors from damages caused to third parties as a result of the execution of the Service Order. These insurances have been issued according to the general conditions



approved by the Superintendency of Banking, Insurance and Pension Fund Administrator (AFP, by its Spanish initials).

It is expressly stated that the existence of the insurance provided by **ANGLO AMERICAN** will not affect in any way the obligations and liabilities that may legally or contractually correspond to **THE CONTRACTOR** or its Subcontractors. Similarly, any amount not recoverable under this insurance policy (deductibles, excess coverage, losses not covered), will be the exclusive charge and cost of **THE CONTRACTOR**.

The insurance contracted by **ANGLO AMERICAN** will be governed entirely by the stipulations contained in the respective policy, this being especially applicable to matters related to the origin, conditions, and methods of payment of the compensation. **THE CONTRACTOR** shall strictly abide by the instructions given to it by **ANGLO AMERICAN**, directly or through third parties, regarding how to proceed with such insurance.

In the same way, **ANGLO AMERICAN** is expressly and irrevocably entitled to terminate, at any time and at its sole discretion, the insurance contracted by it on behalf of **THE CONTRACTOR**, in which case it will notify **THE CONTRACTOR** so that it decides to contract a new insurance that meets all the requirements or characteristics contained in the bidding conditions, or in the instructions for the bidding process, which are expressly reproduced and that **THE CONTRACTOR** declares to know and accept. The cost of this new insurance will be charged to the amount of the Service Order.

10.4 The liability insurance policy referred to in section 10.3 above shall provide coverage against liability for personal and material damages to third parties arising from or related to the performance of the Service under the Service Order by **THE CONTRACTOR** and/or its Subcontractors. This policy will include the following coverage:

The maximum compensation limit is US\$ 5,000,000 combined single limit per event and in the current aggregate.

10.4.1 Section I: Vehicle and Mobile Equipment Liability Insurance

The interest insured by this policy is the liability for the use or operation by **THE CONTRACTOR** and its Subcontractors of motor vehicles and/or mobile equipment, in connection with the execution of works or services for **ANGLO AMERICAN** under this Service Order. This coverage applies within the workplace.

Own/third-party vehicle coverage is in excess of the primary motor vehicle policy. In the event that **THE CONTRACTOR** or any of its Subcontractors does not have a valid primary motor vehicle insurance policy, the deductible will be 10% of the compensation and will be subject to a minimum of US\$ 5,000. Coverage for passengers is limited to US\$ 50,000 for each passenger, with an aggregate annual limit of US\$ 500,000, including third parties and employees. This limit is part of the main limit.

10.4.2 Section II: General Liability Insurance

The interest insured by this policy is the liability for personal and material damages of third parties arising out of or in connection with the execution of the Work derived from this Service Order.

Without prejudice to the compensation limit mentioned above, the following sub-limits shall apply to the risks mentioned below:

- Liability for Pollution and/or Sudden and accidental Contamination, including Remediation and Cleaning Expenses, up to US\$ 2,000,000 in the current aggregate.
- Employer's Liability derived from the construction of tunnels, sub limited to US\$ 100,000 per person and US\$ 1,000,000 per event.

10.5 Notwithstanding the foregoing and at no additional charge, **THE CONTRACTOR** shall contract and maintain at its own risk, cost and expense and for the entire period of validity and execution of the Service Order, including the start-up and maintenance period, if applicable, the liability insurance specified in this clause in order to protect itself and also its Subcontractors for damages caused as a result of the execution and development of the Service Order.

10.5.1 Liability

To cover liability for personal and material damages to third parties arising from the work performed or services provided to **ANGLO AMERICAN** under this Service Order by **THE CONTRACTOR** and its Subcontractors. The limit is not less than US\$ 250,000 per person, but with a combined limit of not less than US\$ 750,000 per event.

This policy should cover the following:

- a. Employer's Liability Insurance covers claims against **THE CONTRACTOR** and the owner that could be imposed by the workers of **THE CONTRACTOR** and/or Subcontractor directly and immediately as a result of the work or services provided to the owner. Coverage for personnel transportation must be included.
- b. The Liability Insurance of Materials and/or personal injuries to third parties as a result of accidents, unexpected or unexpectedly that occurred during the period of the policy as a result of the work or service provided to **ANGLO AMERICAN**, whether these vehicles are owned, leased or rented, for which **THE CONTRACTOR** is liable. Liability must include personal injuries suffered by passengers, whether or not they are workers of **THE CONTRACTOR**.

ANGLO AMERICAN must be included as an additional insured.

10.5.2 **THE CONTRACTOR** shall contract and keep in force, throughout the term of the Service Order, the complementary insurance for hazardous work enshrined in Law No. 26790, which covers all employees of **THE CONTRACTOR** who participate directly or indirectly in the Service Order. Moreover, **THE CONTRACTOR** must require and ensure that those who work under the modality of fees, such as advisors and/or consultants, are covered by the complementary insurance for hazardous work enshrined in Law No. 26790 and that they maintain such coverage during all the time of provision of services or execution of works.

In the same way, **THE CONTRACTOR** must also demand and ensure that its Subcontractors comply with the same requirement the provisions mentioned in the previous paragraph with respect to their workers and those who work under the modality of fees that participate in the Service Order.

10.5.3 **THE CONTRACTOR** shall contract and maintain, during the term of the Service Order, mandatory life insurance coverage for all employees of **THE CONTRACTOR** who require this type of coverage in accordance with applicable law.

10.5.4 In addition, **THE CONTRACTOR** and its Subcontractors will contract the insurance they may deem convenient and necessary to protect their workers with additional insurance coverage requirements. Such additional requirements may include personal accident, life insurance and protection against physical damage to its own assets intended for the execution of the Service Order, as well as those owned by **ANGLO AMERICAN** that are in its custody or control, if the latter was required by **ANGLO AMERICAN**.

10.6 Insurance policies will be issued according to the general conditions approved by the Superintendency of Banks, Insurance and AFP, including all the specifications mentioned in this clause. Therefore, the quotation and/or contracting of insurance policies will be made by **THE CONTRACTOR** with and through a first-class national insurer, and to the satisfaction of **ANGLO AMERICAN**.

In the event that the insurance policies contracted by **THE CONTRACTOR** do not meet all the requirements set out in this clause, as determined by **ANGLO AMERICAN**, the latter will be irrevocably authorized to directly contract the insurance policies it may deem appropriate. In this case, **ANGLO AMERICAN** will deduct, from the price to be paid by **THE CONTRACTOR**, the amount destined for the insurance, as specified in its Offer, and otherwise, the cost that such insurance implies for **ANGLO AMERICAN**.

10.7 All insurance policies shall include the following special clauses, which shall be expressly contained in the text of the policies:

- i) This policy may not be modified or invalidated, even due to non-payment of premiums, unless the insurer notifies **ANGLO AMERICAN** at least 30 days in advance of such modification or invalidation.
- ii) In the event of bankruptcy or insolvency of the insured party or its successors, the insurer shall not be released from its obligations to comply with claims brought against this policy.
- iii) This insurance policy will be considered automatically extended if the Service Order or the services, tasks or works arising from it are extended for a longer period than initially considered, so the coverage will remain in force until the end of the Service Order or services, work or tasks, subject matter hereof.

10.8 **THE CONTRACTOR**, prior to the start of the performance of the Services referred to in this Service Order, shall submit a copy of the respective policies, as well as a certificate from the corresponding insurers confirming the validity of the respective insurance policies, the number of policies, the premium payment plan, the receipts of payment of overdue fees, the expiration date of premiums, limits of liability contained in such premiums, and also compliance with the requirements set out in this clause.

In addition, **ANGLO AMERICAN** may, at any time and without establishing any reason, request **THE CONTRACTOR** again and as many times as it may deem appropriate, the submission of the information and background information set out above, duly updated.

10.9 The existence of such insurance and the performance by **THE CONTRACTOR** of its duties as an insured will not affect or less release it from its obligations and liabilities assumed under this Service Order or in accordance with the law, or in any other way.

Similarly, it is expressly stated that any amount of compensation that exceeds the limits of liability established in the insurance, as well as the deductibles and those events that are not covered by these insurances, will be of exclusive cost, expense, and liability of **THE CONTRACTOR**.

Therefore, it will be optional for **THE CONTRACTOR** to contract other insurance additional to those mentioned above, **THE CONTRACTOR** being solely and



exclusively liable, and at its own cost and expense, for repairing, correcting, compensating, indemnifying, performing any corrective action, and paying any damage or harm that is appropriate due to injuries, deaths, and in general, any type of damage or harm that is not covered by the insurance mentioned above.

11. Confidentiality

11.1. For the purposes of this Service Order, "Confidential Information" shall mean all documentation and/or information, whatever its nature or the medium on which it appears, that has been provided by **ANGLO AMERICAN** or its personnel to **THE CONTRACTOR** or to which **THE CONTRACTOR** has had access as a result of the provision of the Services. Therefore, **THE CONTRACTOR** may not disclose its content, in any form, to any person or entity without the prior written consent of **ANGLO AMERICAN**.

THE CONTRACTOR shall return all the aforementioned documents and written information provided to it by **ANGLO AMERICAN**, on the date of termination of the Service Order or as soon as requested by the latter, whichever occurs first.

11.2. **THE CONTRACTOR** acknowledges that Confidential Information is an important asset of **ANGLO AMERICAN** and/or its subsidiaries or affiliates and that **ANGLO AMERICAN** or its subsidiaries or affiliates will face irreparable harm as a result of the breach of the confidentiality obligations contained in this Service Order. Therefore, **THE CONTRACTOR** agrees that, without prejudice to legal actions aimed at preventing the unauthorized use, dissemination, publication, or disclosure of the Confidential Information, **ANGLO AMERICAN** and/or its subsidiaries or affiliates, as applicable, shall be entitled to compensation for the breach of any of the obligations contained in this clause by **THE CONTRACTOR** or any person who has access to the Confidential Information.

11.3. In accordance with what is stated in the previous sections, **THE CONTRACTOR**:

- a. May not use without authorization, disseminate, publish, or disclose the Confidential Information.
- b. May not reproduce the Confidential Information in any way unless it has the prior express written authorization of **ANGLO AMERICAN** for that purpose.
- c. May not use the Confidential Information for purposes other than providing the Services.
- d. Will apply the same degree of care to maintain the confidentiality of Confidential Information that it would use to protect its own confidential information, providing for the unauthorized use, dissemination, publication, or disclosure of such information to unauthorized persons.
- e. It is established that **THE CONTRACTOR** will be exempt from complying with the obligation of confidentiality subject to this clause:
 - When it comes to information that is or becomes public knowledge, without having been caused by **THE CONTRACTOR**.
 - In the case of information that has been in the possession of **THE CONTRACTOR** before **ANGLO AMERICAN** delivers and/or provides **THE CONTRACTOR** with Confidential Information for the provision of the Services.
 - In case **THE CONTRACTOR** was legally bound to disclose and/or deliver the Confidential Information by definitive mandate from any competent authority. In this case, **THE CONTRACTOR** shall immediately notify **ANGLO AMERICAN**, so the latter can adopt the measures it may deem appropriate.

11.4. **THE CONTRACTOR** shall not do the following without the prior written consent of **ANGLO AMERICAN**:

- a. Issue any information, publication, document or article for publication relating to the Services or the Service Order in any media.
- b. Advertise at **ANGLO AMERICAN**'s facilities.
- c. Participate in a media interview where the Services or the Service Order are mentioned or referenced; or
- d. Take photographs or sketch any part of **ANGLO AMERICAN**'s operations and/or facilities.

11.5. The obligation of confidentiality by **THE CONTRACTOR** will expire 05 (five) years after the end of this Service Order.

12. Changes and Modifications to the Services

In the event of any change to the scope, amount and/or term of the Service Order, **ANGLO AMERICAN** will send **THE CONTRACTOR** the modified Service Order.

13. Health, Safety & Environment

13.1. **THE CONTRACTOR** undertakes to try to provide the Services avoiding risks to people, property of third parties and/or damage to the environment, as well as not to cause negative or harmful conflicts with local authorities, communities and people who live and/or are in the places where it provides the Services, thereby undertaking to hold **ANGLO AMERICAN** harmless.

13.2. **THE CONTRACTOR** declares to have read and understood the "Code of Conduct" of Anglo American plc, and as such form part of it, and undertakes to comply with and enforce them by its personnel and, in general, any third party used for the provision of the Services and/or who are under its supervision, including any subcontractors that may be contracted for the provision of the Services.

THE CONTRACTOR must instruct and enforce the "HSE IMS Operations Manual" (<https://angloamerican.app.box.com/s/f6n1y8l3ppi7d1tdxso3r7m0dxyxwrc1>) of Anglo American to its personnel and, in general, any third party used for the performance of the service and/or that is under its supervision; avoiding at all times the generation of accidents, occupational diseases, damage to the environment and conflicts with local authorities, communities and people living and/or in the places where the service is provided. To this end, **THE CONTRACTOR** certifies that it has received, read, and understood the policies and regulations mentioned above.

THE CONTRACTOR undertakes to respect and comply with the internal regulations and procedures of **ANGLO AMERICAN**, as well as to cause its personnel and, in general, any third party used for the provision of the Services and/or that are under its supervision, including any subcontractor that may be contracted for the provision of the Services, do it too.

13.3. **THE CONTRACTOR** declares to be aware and accepts that any meeting with the authorities (whether local, regional, or national) must be coordinated through **ANGLO AMERICAN** and that **ANGLO AMERICAN** must necessarily participate in it.

Therefore, if **THE CONTRACTOR** receives a request for a meeting (whether formally or informally) from any authority (whether local, regional, or national), it must immediately notify the Institutional Relations Management of **ANGLO AMERICAN**, in the case of a local or regional authority, or the External Affairs Management of **ANGLO AMERICAN**, in the case of a National Authority.

THE CONTRACTOR will wait for the communication of **ANGLO AMERICAN** to take any action.

13.4. **THE CONTRACTOR** declares to have health, life and accident policies with respect to the personnel that will be used for the provision of the Services, committing that such policies remain in force at all times during the provision of the Services, as well as to prove this at any time in which it is required by **ANGLO AMERICAN**.

13.5. Prior to the provision of Services in places or areas that are under the control or custody of **ANGLO AMERICAN**, **THE CONTRACTOR** must request the corresponding **ANGLO AMERICAN** Work Permit detailing the tasks to be performed, calendar of activities, participants, risk analysis and the corresponding security measures. If such permission is granted, **THE CONTRACTOR** must comply with the "Quellaveco Project OHS Management System Manual."

13.6. Despite the absence of an employment relationship between employees and workers or, in general, any person who provides services for **THE CONTRACTOR** and **ANGLO AMERICAN**, **THE CONTRACTOR** undertakes to **ANGLO AMERICAN** that such persons undergo the medical examinations provided by **ANGLO AMERICAN**, up to 03 (three) opportunities: before the start of the service, randomly at any time during its performance and at the end of the service. Furthermore, **THE CONTRACTOR** undertakes that its personnel comply with attending and passing the inductive courses of occupational safety and others dictated by **ANGLO AMERICAN**.

If any person related to **THE CONTRACTOR** does not comply with it, **THE CONTRACTOR** assumes responsibility for any damage or claim that **ANGLO AMERICAN** may suffer as a result of the aforementioned breach. Moreover, **ANGLO AMERICAN** is authorized to order the withdrawal of personnel of **THE CONTRACTOR** that violate the provisions set forth in this clause or another aspect of this Service Order.

THE CONTRACTOR declares that it will bear, at its own expense, the costs of the medical examinations detailed in the first paragraph of this section 13.7 as well as the costs derived from the training of its personnel in matters of occupational safety and others dictated by **ANGLO AMERICAN**, in such a way that **THE CONTRACTOR** undertakes to **ANGLO AMERICAN** not to transfer in any way such costs to its personnel. This declaration is part of the obligations assumed by **THE CONTRACTOR**. Therefore, its breach will entitle **ANGLO AMERICAN** to terminate this Service Order in accordance with the provisions set forth in Clause 9. Termination and enforce the guarantee granted, if any.

14. Liens or Litigation

14.1. If during the effective term of this Service Order, for reasons attributable to **THE CONTRACTOR** or its personnel, liens were created or litigation was filed in which



AngloAmerican

ANGLO AMERICAN became or was liable or by means of which the property of **ANGLO AMERICAN** became or was affected by them, **ANGLO AMERICAN** will notify **THE CONTRACTOR** in writing of such liens or litigation.

THE CONTRACTOR shall seek a solution to such liens or litigation, otherwise, **ANGLO AMERICAN** shall be entitled to suspend payment of any amount owed to **THE CONTRACTOR**, i.e., an amount sufficient to compensate it for damages incurred as a result of such liens or litigation and until such time as they have become invalid or ineffective. If, on the other hand, after submitting them to a joint review with **THE CONTRACTOR**, **ANGLO AMERICAN** considered that the damages generated as a result of the liens or litigation were valid, **ANGLO AMERICAN** may pay them and deduct them from any amount of money owed to **THE CONTRACTOR**.

- 14.2. If any lien or litigation was unpaid after the termination of this Service Order, **ANGLO AMERICAN** may enforce the guarantee granted by **THE CONTRACTOR** if any. In addition, **THE CONTRACTOR** undertakes to reimburse **ANGLO AMERICAN**, in the shortest time, all the amounts that it is obliged to pay to end such liens or litigation, including reasonable attorneys' fees, court costs, if any, and any other expenses incurred by **ANGLO AMERICAN** in connection with such liens and litigation.

15. Guarantees Granted by THE CONTRACTOR
15.1 Performance Bond of Obligations

In the event that **ANGLO AMERICAN** requests the constitution of a performance bond of obligations, **THE CONTRACTOR** shall comply with the following:

- a) **THE CONTRACTOR** undertakes to deliver to **ANGLO AMERICAN**, within five (5) business days following the date of signing of this document, as a guarantee, a letter of guarantee issued by a banking institution accepted by **ANGLO AMERICAN**, with the characteristics of unconditional, irrevocable, joint and several, automatic enforcement and without benefit of discussion, for the amount equivalent to ten percent (10%) of the total value of the consideration of this Service Order, an amount that will include the General Sales Tax (IGV, by its Spanish initials). The guarantee guarantees the faithful fulfillment of all the obligations assumed by **THE CONTRACTOR** at the time of signing this Service Order, without any restrictions or limitations whatsoever.
- b) **THE CONTRACTOR** shall keep the letter of guarantee in force for the duration of the Service Order plus an additional 60 calendar days. Therefore, it undertakes to renew the guarantee as many times as necessary to cover the period mentioned above. Renewals will be made 07 (seven) calendar days before their expiration, under warning of enforcement thereof by **ANGLO AMERICAN** in case **THE CONTRACTOR** fails to comply with its obligation to renew the bond.
- c) The guarantee may be enforced by **ANGLO AMERICAN** without the need to resort to a dispute settlement mechanism. The total or partial enforcement of the guarantee obliges **THE CONTRACTOR** to renew it.
- d) The parties expressly establish that the delivery and/or collection of the guarantee does not enervate or prejudice the right of **ANGLO AMERICAN** to be able to claim compensation from **THE CONTRACTOR** in the corresponding way for subsequent damages that are greater than the amount of the guarantee.
- e) At the end of the Service Order, in case there are no outstanding debts in favor of **ANGLO AMERICAN**, **ANGLO AMERICAN** will return the guarantee to **THE CONTRACTOR** after sixty (60) calendar days from the end of the Service Order.

15.2. Advance Letter of Guarantee

In the event that the Parties agree that **THE CONTRACTOR** must deliver an advance letter of guarantee, the Parties shall be subject to the following:

- a) **THE CONTRACTOR** undertakes to deliver to **ANGLO AMERICAN**, within five (5) business days following the date of signing of this document, as a guarantee, an advance letter of guarantee, issued by a banking institution accepted by **ANGLO AMERICAN**, with the characteristics of unconditional, irrevocable, joint and several, automatic enforcement and without benefit of discussion, for the amount equivalent to one hundred percent (100%) of the total value of the corresponding advance.
- b) The advance letter of guarantee guarantees the obligations assumed by **THE CONTRACTOR** at the time of signing the Service Order, without any restrictions or limitations whatsoever.
- c) **THE CONTRACTOR** shall keep the advance letter of guarantee in force for at least 60 days and under the conditions established by **ANGLO AMERICAN**. Therefore, it undertakes to renew the guarantee as many times as necessary to cover the period mentioned above. Renewals will be made fifteen (15) calendar days before their expiration, under warning of enforcement thereof by **ANGLO AMERICAN** in case **THE CONTRACTOR** fails to comply with its obligation to renew the bond.
- d) The guarantee may be enforced by **ANGLO AMERICAN** without the need to resort to a dispute settlement mechanism. The total or partial enforcement of the guarantee obliges **THE CONTRACTOR** to renew it.
- e) The parties expressly establish that the delivery and/or collection of the guarantee does not enervate or prejudice the right of **ANGLO AMERICAN** to be able to claim compensation from **THE CONTRACTOR** in the corresponding way for subsequent damages that are greater than the amount of the guarantee.
- f) At the end of the term of the Service Order, in case there are no outstanding debts in favor of **ANGLO AMERICAN**, **ANGLO AMERICAN** will return the guarantee to **THE CONTRACTOR** after sixty (60) calendar days from the end of such term.

16. Back Charge or Reverse Charge Clause

- 16.1. The parties establish that, in the event that **ANGLO AMERICAN** is compelled to perform services or works under this Service Order and the sole responsibility of **THE CONTRACTOR**, it will send a notarized letter of Back Charge Notice to **THE CONTRACTOR**, which will contain the costs resulting from the performance of the services or works that **ANGLO AMERICAN** will perform either by itself or by a third party. In the event that the services or works to be performed are in charge of a third party, the costs of labor, materials, equipment, general expenses and all those concepts to which there may be place will be included in the Back Charge Notice; and will be charged and invoiced to **THE CONTRACTOR** with a surcharge of thirty-five percent (35%) to cover the indirect costs related to the acquisition, supervision and administration of the contracts that **ANGLO AMERICAN** may have to sign with a third party for the performance of such services or works.
- 16.2. **THE CONTRACTOR** shall have a term of twenty-four (24) hours, after receipt of the notarized letter mentioned in the previous section, to accept the invoicing and collection that **ANGLO AMERICAN** would make for the performance of the corresponding services or works by a third party or to accept the invoicing and collection for services or works to be performed by **ANGLO AMERICAN**, but using labor, materials, and equipment, as appropriate, supplied by **THE CONTRACTOR**. If **THE CONTRACTOR** failed to respond within the term established in this paragraph or failed to accept the costs mentioned above without supporting documentation or the parties had not agreed on the costs that appear in the Back Charge Notice, any assumption that occurs first shall be understood as an acceptance by **THE CONTRACTOR** for **ANGLO AMERICAN** to perform the corresponding services or works, invoice them and charge the costs incurred to the account of **THE CONTRACTOR**.
- 16.3. Whether **ANGLO AMERICAN** performs the services or works directly or through a third party, it will invoice such costs to **THE CONTRACTOR**, after the corresponding services or works have been performed. Without prejudice to the fact that **ANGLO AMERICAN** may initiate the actions corresponding to the enforcement of the guarantee, if any, and/or the compensation of damages to which it may be due.

17. Prevention of Money Laundering and Anti-Corruption

- 17.1 **ANGLO AMERICAN's** internal corporate responsibility policies and standards include strict compliance with anti-corruption rules and the standards on the prevention of money laundering and terrorist financing, the Effective Fight against Money Laundering and other related crimes related to illegal mining and



organized crime (hereinafter referred to and collectively as "PMLTF").

17.2 **ANGLO AMERICAN** requires that all entities with which it enters into any type of contract or agreement take cognizance of and comply with the provisions of PMLTF standards, as well as its complementary and related legal provisions.

17.3 In this regard, the parties declare that, during the execution of the Service Order, they will maintain the commitment to complying with all ethical and legal standards determined by applicable laws, especially with PMLTF standards, in order not to incur in any act that is configured as a form of corruption or violates the provisions of the aforementioned PMLTF standards, taking care of having a compliance program that adequately covers the risks of its activity.

17.4 **THE CONTRACTOR** shall be solely responsible for ensuring compliance with anti-corruption rules and PLAFI standards by any of its officers, employees, members, and representatives. In this regard, **THE CONTRACTOR** undertakes to inform its shareholders, partners, directors, executives, officers, lawyers, advisors, representatives, agents, attorneys, proxies, consultants and personnel in general about the obligation to comply with anti-corruption rules and PMLTF standards.

Likewise, **THE CONTRACTOR** declares to know and undertakes to comply with the policies of **ANGLO AMERICAN**, in particular the Code of Conduct ([our-code-of-conduct-spanish.pdf](#) ([angloamerican.com](#)))

and Responsible Sourcing Standard for Suppliers ([responsible-sourcing-standard-for-suppliers-spanish-2020.pdf](#) ([angloamerican.com](#))).

17.5 **THE CONTRACTOR** shall comply with all requirements, regulations, and policies of **ANGLO AMERICAN** and the Business Group, as detailed below, as may be amended in the future, as well as any other requirements required by law or necessity of **ANGLO AMERICAN** (hereinafter referred to and collectively as the "Policies and Regulations"):

- Política contra la Evasión Fiscal del Grupo – Anti-Tax Evasion - (<https://angloamerican.box.com/s/inaboo573ja4psu3x6ai45z57w5t4hje>)
- Política de Relaciones Gubernamentales e Internacionales del Grupo - International and Government Relations Policy – (<https://angloamerican.box.com/s/80s6yn3c4u8xxbl6dwx4mekosmwqzbuu>)
- Standard She Way - (<https://www.angloamerican.com/~media/Files/A/Anglo-American-Group/PLC/sustainability/our-strategy/she-way-es.pdf>)
- Política de Grupo Seguridad, Salud y Medioambiente (SHE) - (<https://angloamerican.box.com/s/2rbzid9m4ndo5k2vfftxzmls7lkshot>)
- Política Social del Grupo Anglo American: Social Way - (<https://peru.angloamerican.com/~media/Files/A/Anglo-American-Group/Peru/Anglo%20American%20Social%20Way%20Policy%20v30%20-%20SPA.pdf>)
- Política de Compras Locales- Supply Chain Local Procurement Policy – (<https://peru.angloamerican.com/~media/Files/A/Anglo-American-Group/Peru/Local%20Procurement%20Policy%20-%20Spanish.pdf>)
- Política de Derechos Humanos - Human Rights Policy – (https://peru.angloamerican.com/~media/Files/A/Anglo-American-Group/Peru/3Política_DDHH_AA_Vers1_2014.pdf)
- Política de Seguridad de la Información del Grupo - (<https://angloamerican.box.com/s/0tkv2n4tqps02fmpmbfy2v7gx7ukd68h>)

THE CONTRACTOR expressly undertakes to comply with the details of these documents whose content appears in the indicated links, to which **THE CONTRACTOR** declares to have had access on the date of receipt of the Service Order, also declaring that **THE CONTRACTOR** fully understands the scope and content of such documents, obliging itself to their faithful and total compliance without exception. **THE CONTRACTOR** must access it at least every fifteen (15) calendar days in order to verify if there was a change in the version of any of the documents. **THE CONTRACTOR** is also expressly liable to **ANGLO AMERICAN** for itself and for its personnel for strict compliance with such documents and all instructions and/or directives established by **ANGLO AMERICAN** in accordance with the provisions set forth in this document.

17.6 The parties agree that **ANGLO AMERICAN** may audit compliance with the obligations under this clause 3 at any time and that failure to comply with any of them will result in the automatic termination of the Service Order, for which a written communication from **ANGLO AMERICAN** indicating that the Service Order has been terminated shall suffice. Furthermore, the parties agree that the exercise of this right by **ANGLO AMERICAN** will not give rise to the payment of any compensation in favor of **THE CONTRACTOR**.

18. Intellectual Property

18.1 **THE CONTRACTOR** guarantees that neither in the provision of the Services nor in the receipt of such Services by **ANGLO AMERICAN** will it infringe the Intellectual Property rights of any third party. For that purpose, "Intellectual Property" shall be understood as all property rights recognized by law, in law or equity and subsisting anywhere in the world, including: a) copyrights, inventions (including patents, innovation patents and utility models); confidential information, trade secret, technical information and know-how, whether confidential or not and in whatever form held, including formulas, design specifications, drawings, data, manuals and instructions; designs; trademarks and service marks; and circuit designs, topographic rights and database rights, whether registered or unregistered, registerable or patentable; and (b) any other similar right arising from existing or future intellectual, commercial, scientific, literary or artistic activity.

18.2 Where necessary, **THE CONTRACTOR** shall ensure that **ANGLO AMERICAN** holds a perpetual, worldwide, irrevocable and royalty-free licence and/or that **ANGLO AMERICAN** may sub-license any Intellectual Property rights in respect of any document or other property created by **THE CONTRACTOR** for or in connection with the Services.

18.3 If **ANGLO AMERICAN** is prevented from receiving or using the Services or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, **THE CONTRACTOR** shall, at its expense, take all reasonable steps necessary to ensure that **ANGLO AMERICAN** has the right to receive and use the Services or the relevant part thereof for its intended purpose.

18.4 If **THE CONTRACTOR** fails to secure the necessary rights for **ANGLO AMERICAN**, in accordance with Clause 18.2 within a reasonable term, **ANGLO AMERICAN** may order **THE CONTRACTOR**, at the latter's expense, to immediately:

- a) Modify the Services or the relevant part thereof to avoid infringement of Intellectual Property rights; or
- b) Replace the Services or the relevant part thereof with Services that do not infringe Intellectual Property rights.

Any action taken by the Company under Clause 18.3 above shall be without prejudice to **ANGLO AMERICAN**'s other rights hereunder or the law.

19. ANGLO AMERICAN Information

19.1 **ANGLO AMERICAN** is and shall remain the sole owner of (a) any materials, data or information generated, collected, recorded or uploaded by or in connection with the Services that are obtained by, or provided to, **THE CONTRACTOR** subject to the terms of this Services Order, including any information relating to **ANGLO AMERICAN**'s business, the operations or use of the Services; and, (b) any instrument derived from or modifications to such material or information (the "Company Information"). **THE CONTRACTOR** acknowledges that the Company Information is and shall remain Confidential Information of **ANGLO AMERICAN**, in accordance with the provisions set forth in Clause 11 above.

19.2 **THE CONTRACTOR** assigns to **ANGLO AMERICAN** all present and future rights to the Company Information to the extent that **THE CONTRACTOR** may become the owner of such rights to the Company Information that has been generated, collected, recorded or uploaded by, from or in connection with or in the course of **THE CONTRACTOR**'s performance of its obligations under this Service Order or any other form.

19.3 **ANGLO AMERICAN** hereby grants **THE CONTRACTOR** a royalty-free, non-transferable and non-exclusive license to use the Company Information during the term of this Service Order and only for the purposes of the Services and as long as necessary for the performance of **THE CONTRACTOR**'s obligations under this Service Order. In relation to any right licensed to it under this clause, **THE CONTRACTOR** shall not exploit, sub-license or commercially use such right for the benefit of any other person.

20. Protection of Personal Data

20.1 To the extent that, for the provision of this Service Order, **THE CONTRACTOR** accesses personal data included in **ANGLO AMERICAN** databases, it must comply with the provisions set forth in Law No. 29733 - Law on Protection of Personal Data and its Regulations approved by Supreme Decree 003-2013-JUS, with regard to the duty of secrecy and confidentiality. For this reason, **THE CONTRACTOR** must limit itself to using such data, solely and exclusively, for the



purposes derived from the execution of the purpose of this Service Order.
THE CONTRACTOR must maintain the duty of secrecy and confidentiality on the personal data that may have been known during the provision of the Services, with the exception of those cases in which the law requires the disclosure thereof.

20.2 The parties agree that **ANGLO AMERICAN** may audit compliance with the obligations under this clause 20 at any time and that failure to comply with any of them will result in the automatic termination of the Service Order, for which a written communication from **ANGLO AMERICAN** indicating that the Service Order has been terminated shall suffice. Furthermore, the parties agree that the exercise of this right by **ANGLO AMERICAN** will not give rise to the payment of any compensation in favor of **THE CONTRACTOR**.

21. **Severability**
In the event that any provision or part or portion of any provision of this Service Order is held invalid, void or otherwise unenforceable, such retention shall not affect the remaining portion or portions of that provision, or any other provision of this Service Order.

22. **Jurisdiction and Applicable Law**
The validity, interpretation and fulfillment of this Service Order shall be governed by Peruvian law. **THE CONTRACTOR** agrees to strictly comply with and ensure that its employees, agents, and representatives strictly comply with the legal rules in force from time to time.

23. **Dispute Resolution**
23.1 Any dispute, disagreement, controversy, discrepancy, difference, or claim arising between the Parties relating to the effective date, execution, compliance, validity or interpretation of the Service Order, including those of its nullity or invalidity, which cannot be resolved by mutual agreement between them within a term of thirty (30) calendar days, extendable by mutual agreement, shall be submitted to arbitration of law.

23.2 The parties submit to the rules of the Arbitration Rules of the Arbitration Center administered by the Arbitration Center of the Lima Chamber of Commerce, which will be applied in everything that does not conflict with what is agreed in this clause. The arbitration will take place in the city of Lima, Peru. The parties waive the right to appeal against the arbitral award issued.

23.3 For purposes related to arbitration proceedings, the parties submit to the jurisdiction of the judges and courts of Lima Cercado.

24. **Domicile**
24.1 For the purposes of any communication, the parties set out as their domiciles those that appear in the Service Order.
24.2 It is understood that the parties may only vary the domicile set out in this Service Order prior communication made by the interested party seven (7) days before the effective change of domicile. If such communication is not made, the communication made to the previous address shall be considered valid.

Company Name: _____

RUC: _____

Signature of the Legal Representative: _____

Name of the Legal Representative: _____