	CORPORATE STANDARD FOR DUE DILIGENCE ON CUSTOMERS, SUPPLIERS AND EMPLOYEES	CODE	VERSION
		GEN-GCAC-NC-008	03
		START OF EFFECTIVE DATE	END OF EFFECTIVE DATE
		10/01/2019	12/31/2027
PROCESSING MANAGEMENT	CORPORATE AFFAIRS CORPORATE MANAGEMENT		
ELABORATED BY	REVIEWED BY	APPROVED BY	
Eduardo Ramírez del Villar	Eduardo Ramírez del Villar	Mariela García Figari de Fabbri	
Corporate Manager of Corporate Affairs	Corporate Manager of Corporate Affairs	General Manager	

1. OBJECTIVE:

This general standard establishes the policies, procedures and internal mechanisms that will allow the corporation's various subsidiaries to establish due diligence controls over their customers, suppliers and employees, seeking to prevent, through compliance with the procedures and policies described below, being involved in any corruption issue or in the commission of any related or related crime.

It is essential that all employees detect, know and investigate the background of natural or legal persons with whom the corporation seeks to interact commercially, both at the time of initiating the relationship and throughout the same, especially on possible acts of corruption in which it is or may be involved.

The compliance procedures or controls to be followed are based on three principles:

1. "Know your customer",
2. "know your partner", which demands to know our counterpart (partner or supplier).
3. "Know your employee"

In this sense, this standard seeks to ensure that the corporation's employees

apply due diligence standards in their relations with customers and suppliers, and when hiring personnel.

2. REFERENCE OR CONCORDANCE:

- GEN-GCAC-PC-001 - Corporate Code of Ethics
- GEN-GCAC-PC-002 - Corporate Compliance Policy
- GEN-GCAC-NC-005 - Corporate Standard on Controlling Reputational and Corruption Risks in Business with Third Parties.

3. SCOPE:

Applies to all employees in commercial areas, supply chain, areas that make direct purchases and Human Resources areas.

4. CONTENT OF THE STANDARD:

4.1. RESPONSIBILITY OF EMPLOYEES IN THE PERFORMANCE OF DUE DILIGENCE ON CUSTOMERS, SUPPLIERS AND HIRING OF PERSONNEL

Employees in charge of deciding on the hiring of customers, suppliers or personnel are responsible for evaluating at the beginning of the relationship (commercial operation, transaction, hiring of services or personnel), that they are not affected by a circumstance that prevents them from relating with the corporation, from a compliance perspective.

It is in the corporation's interest to have business relationships with third parties and hire personnel who share the same values and ethical principles, so it is the responsibility of all employees to detect and report any behavior that violates and contravenes the Corporate Compliance Policy, the Corporate Code of Ethics and other complementary rules, which result or could result in criminal acts related to corruption such as bribery, collusion, influence peddling, corruption between private parties, money laundering and financing of terrorism. It must be kept in mind that any situation that could affect customers, suppliers or employees may negatively influence the good image of the corporation, and may even make us responsible or accomplices of a criminal act under the presumption that we knew of such situation.

In this regard, complementing the provisions of GEN-GCAC-NC-005 -

Corporate Standard on the Control of Reputational and Corruption Risks in Business with Third Parties, the following mandatory due diligence controls are established, applicable to the Corporation and each subsidiary as indicated below and in the ANNEXES to this standard.

a) CUSTOMER DUE DILIGENCE:

All clients shall be subject to the following due diligence controls in general, regardless of the process used by each company, with the exception of those indicated in ANNEX 1.

The due diligence controls applicable to clients are:

1. requirement of the following minimum data:

- In the case of **natural entities**:
 - I. Names and surnames.
 - II. Type and number of identity document.
 - III. Address.
 - IV. Unique Taxpayer Registration Number (RUC) or equivalent registration for non-domiciled persons.
 - V. Telephone number / e-mail (Optional).
- In the case of **legal entities**:
 - I. Name or corporate name.
 - II. Single Taxpayer Registration Number (RUC) or equivalent registration for non-domiciled persons.
 - III. Corporate purpose, main economic activity or purpose of incorporation of the legal entity, as applicable.
 - IV. Identification of the legal representative, for which the required data for natural persons must be included (names and surnames, type and number of identity document).
 - V. Address or principal place of business, where the company carries out its business activities.
 - VI. Office telephone number (Optional).

In cases of credit sales and/or when the equipment is part of the processes controlled by the Areas of Prevention against illegal mining (UCMI), money laundering and financing of terrorism (LA/FT), the following controls shall be applied:

- 2. Verification of the customer's creditworthiness in credit bureaus.
- 3. Application of controls against illegal mining (UCMI) and money

laundering and financing of terrorism (LA/FT and UIF), through affidavits and others.

4. Verification of news on the internet related to acts of corruption of the natural or legal person, as well as its representatives and shareholders.
5. Verification of clients (natural entities or legal entities) domiciled abroad, as well as their representatives and shareholders, of not being reported in any of the "International Lists of Interest" (Black Lists such as OFAC). (Black Lists such as OFAC, UN, EU Terrorist List, SEPBLAC List, among others).
6. Application of anti-corruption clauses in contracts for the sale of goods or services and/or in the terms and conditions of purchase orders with customers and/or quotations.

b) DUE DILIGENCE FOR SUPPLIERS:

All suppliers shall be subject to the following due diligence controls in general, regardless of the process used by each company, with the exception of those indicated in ANNEX 1.

The corporation shall not contract with suppliers that do not comply with the due diligence controls established in this standard.

The due diligence controls applicable to suppliers (goods/services) are as follows:

BEFORE CONTRACTING THE SUPPLIER:

1. Application of the supplier approval process internally or externally. The information obtained in the approval process will contain at least the following points:
 - a. Supplier's general information: Full name and DNI (if natural entity) and company name, RUC, legal representative and shareholders (if legal entity).
 - b. Credit information.
 - c. Report and/or search for criminal complaints.
 - d. In the case of suppliers (natural person or legal entity) domiciled abroad, report of not being reported before International Lists of Interest (Black Lists such as OFAC, UN, EU Terrorist List,

SEPBLAC List, among others).

- e. Information about your main customers.
 - f. Information about your main suppliers.
2. Signing an affidavit of knowledge of and compliance with the Corporation's Compliance System for the prevention of corruption (see Record 2: Supplier Affidavit).
 3. Application of Supplier Due Diligence Questionnaire (see Record 3: Supplier Due Diligence Questionnaire).
 4. Application of anti-corruption clauses in service lease agreements and/or in the terms and conditions of purchase orders.}

DURING THE PERFORMANCE OF THE SERVICE / OR THE SUPPLY OF THE PRODUCT:

1. Supplier awareness training on the Corporation's Compliance System (may be face-to-face and/or virtual and/or e-mail and/or other means of communication, once (1) a year according to the schedule, priority and criticality established by each company).

c) DUE DILIGENCE FOR THE HIRING OF PERSONNEL:

All employees of the corporation shall be subject to the following due diligence controls, regardless of the personnel selection process of each company, with the exception of those indicated in ANNEX 1.

The due diligence controls applicable to the hiring of employees are as follows:

BEFORE HIRING OF PERSONNEL:

- a) Requirement of the following minimum data:
- b) Full names and surnames.
- c) Type and number of identity document.
- d) Address.
- e) Telephone number / e-mail.
- f) Signature
- g) Fingerprint
- h) Photo
- i) Dependent family members

2. Applicant's resume
3. Verification of the applicant's creditworthiness in the credit bureau.
4. Application of psychological examination.
5. Criminal Record.
6. Judicial Record.
7. Police Record.
8. Verification of employment references.
9. Verification that the applicant is not reported in "International Lists of Interest". (Applies only to the areas included in the SPLAFT).
10. International Interpol search (Applies only to foreign personnel).
11. Application of anti-corruption clauses in employment contracts.

Personnel information will be obtained in accordance with the provisions of current legislation, especially as indicated in the Law on Personal Data Protection.

AFTER THE SIGNING OF THE EMPLOYMENT CONTRACT:

1. Induction lecture on the Corporation's Compliance System (within the first 30 (thirty) working days of signing the contract).

DURING THE PERSONNEL'S WORKING LIFE:

1. Virtual training course on the Corporation's Compliance System (minimum 1 (one) time per year).

The Corporate Ethics and Compliance Officer will keep track of the annual trainings in Record 1: Annual Compliance System Training Plan.

5. RECORDS

5.1. Record 1: Compliance System Annual Training Plan

5.2. Record 2: Supplier Affidavit


5.3. Record 3: Supplier Due Diligence Questionnaire

6. ANNEX

6.1. ANNEX 1: Application of Due Diligence Exceptions by Subsidiary

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RECORD 2: SUPPLIER AFFIDAVIT


	AFFIDAVIT FOR SUPPLIERS	Version: 01
<p>To:</p> <p>(NAME OF THE CORPORATION'S COMPANY)</p> <p>identified with</p> <p>Hereby, I.....(full name of the legal representative) legal representative of the company(Name or corporate name of the Supplier) with RUC No.....identified with National Identity Card No., with powers of attorney registered at.....hereinafter THE SUPPLIER declare on behalf of my represented that we will respect and comply with the following ethical conduct policies of Ferreycorp Corporation and its subsidiaries:</p> <ol style="list-style-type: none">1. SUPPLIER shall deliver all documentation and information required to pass the supplier evaluation and approval process as a condition for providing services to (NAME OF THE CORPORATION'S BUSINESS).2. THE SUPPLIER shall comply with the legislation applicable to its activity as well as with the policies, standards and procedures established in the Corporate Anticorruption Compliance System of Ferreycorp and its subsidiaries that contains the Corporate Compliance Policy, the Corporate Code of Ethics, as well as the applicable internal and external standards related to the anticorruption program. Likewise, THE SUPPLIER shall comply with the rule on Administrative Liability of Legal Entities, approved by Law No. 30424, with the amendments incorporated by Legislative Decree No. 1352 and Law No. 30835, and the rules on Prevention of Money Laundering and Financing of Terrorism, approved by Law No. 27693, and its regulations, approved by Supreme Decree No. 018-2006-JUS, as well as SBS Resolution 789- 2018.3. THE SUPPLIER shall ensure that none of its company's employees or any person acting on its behalf engages in improper business practices in relations with any of the Corporation's companies and in relations with third parties, whether public or private organizations and/or officials.4. Neither THE SUPPLIER, nor the officials or persons representing them, may engage in any type of activity involving the direct or indirect offering or granting of commissions, fees or money, or cash equivalents; as well as giving gifts and presents; or performing favors and making invitations (such as, for example: paying for travel, per diem, entertainment, sponsorships, lodging, tips, prizes, discount coupons); giving free use of vehicles, materials, facilities or equipment, whether tangible or intangible, with the exception of promotional or merchandising items, to any employee of (NAME OF THE CORPORATION'S COMPANY) or to any public official with whom they have interaction for the service to be provided to (NAME OF THE CORPORATION'S COMPANY).5. THE SUPPLIER shall communicate to (NAME OF THE CORPORATION'S COMPANY) about any relevant change in its company, including changes in the shareholding composition, change in its corporate purpose, capital reduction, merger, spin-off, transformation or any type of reorganization, or any change in its bylaws. This obligation of communication shall be made in writing, within ten (10) business days of the occurrence of such change.6. THE SUPPLIER declares that its subsidiaries or main shareholders or related companies have not been or are not being investigated and/or related to unlawful activities. Likewise, THE SUPPLIER reaffirms the legality of the origin of its funds and financial flows, stating that they are the result of activities covered by Peruvian or international law.7. THE SUPPLIER acknowledges that it is directly or indirectly prevented from accepting, receiving or requesting a donation, promise or any other undue advantage or benefit of any nature, for itself or for a third party to perform or omit an act that favors another in the acquisition or marketing of goods or merchandise, in the contracting of commercial services or in commercial relations.8. THE SUPPLIER must avoid directly or indirectly influencing the decision of public officials or public servants through real or simulated influence, and/or through the granting of bribes, advantages, attentions, objects of value and/or gifts, either to public officials or their relatives, with the purpose of obtaining any benefit.9. THE SUPPLIER, its employees and/or officials who represent it, are prohibited from carrying out any type of negotiations that could materialize the commission of the crime of simple and/or aggravated collusion against (NAME OF THE CORPORATION'S COMPANY) and/or its clients.		

10. In case it is proven that any of the acts described in the previous subclauses are committed by the personnel, officers, employees, and/or the SUPPLIER itself, even in the cases in which **(NAME OF THE CORPORATION'S COMPANY)** may benefit directly or indirectly, the criminal, civil and/or administrative liability shall be exclusively attributable to THE SUPPLIER.
11. Likewise, THE SUPPLIER is obliged to inform and/or report to the **(NAME OF THE CORPORATION'S COMPANY)** Complaints Channel any attempt or act of corruption or any action, information, evidence or suspicion of acts that violate the rules of the **(NAME OF THE CORPORATION'S COMPANY)** compliance system. The information sent will be kept confidential.
12. By signing this document, THE SUPPLIER grants **(NAME OF THE CORPORATION'S COMPANY)** the authority to perform audits of the operations directly and/or indirectly related to the service provided by it in favor of **(NAME OF THE CORPORATION'S COMPANY)**.
13. THE SUPPLIER declares that its company is not currently under investigation and/or has not been accused of activities related to criminal organizations, money laundering, financing of terrorism, corruption of officials, illicit appropriation, financial fraud, tax fraud, tax evasion or tax avoidance, corruption among private parties and other criminal offenses, being this declaration applicable to members of senior management, management and first level officials.
(NAME OF THE CORPORATION'S COMPANY) may terminate any contractual or commercial relationship by right, in accordance with the provisions of Article 1430° of the Civil Code, in case THE SUPPLIER is involved in an investigation process and/or is accused of activities related to criminal organizations, money laundering, financing of terrorism, corruption of officials, illicit appropriation, financial fraud, tax fraud, tax evasion or avoidance, or corruption among private parties. Likewise, the contractual or commercial relationship may be terminated in case the SUPPLIER omits or provides untruthful information about him or his representative. In case the contractual or commercial relationship is terminated due to causes attributable to the SUPPLIER, the SUPPLIER may not apply responsibilities, nor request penalties or indemnities of any kind to **(NAME OF THE CORPORATION'S COMPANY)**. Likewise, in case **(NAME OF THE CORPORATION'S COMPANY)** is harmed by any administrative, civil and/or criminal pecuniary sanction, it shall be entitled to repeat against THE SUPPLIER without prejudice to what is stated in the previous paragraph, also including the costs and procedural costs that may be incurred.
14. THE SUPPLIER shall protect all information of **(NAME OF THE CORPORATION'S COMPANY)** to which it has access. Likewise, it shall refrain from disclosing or sharing it, except in those cases in which its disclosure is authorized in writing. In case the supplier is a natural person, he/she declares to grant his/her consent for the treatment of his/her personal data to **((NAME OF THE CORPORATION'S COMPANY))**, being able to exercise his/her ARCO right once the service has been completed to **(NAME OF THE CORPORATION'S COMPANY)**.

Signed as a sign of acceptance and conformity, in Lima on December....., 2019

.....
NAME, SIGNATURE AND SEAL
OF THE LEGAL REPRESENTATIVE

RECORD 3: SUPPLIER DUE DILIGENCE QUESTIONNAIRE

		SUPPLIER DUE DILIGENCE QUESTIONNAIRE		Version: 01
GENERAL INFORMATION				
COMPANY:				
ADDRESS:				
CONTACT:				
WEBSITE:			RUC:	
E-MAIL:			TEL:	
MAIN SHAREHOLDERS OR PARTNERS (More than 5% of shareholding)		NAMES		
MAIN MANAGERS		NAMES		
DUE DILIGENCE QUESTIONNAIRE				
Mark with an X the correct answer				
I.	QUESTIONS	YES	NO	ATTACH
1	Does the company have a Compliance Program for prevention?			
2	Does the company have a Code of Ethics / Conduct and / or Manual and / or?			
3	Does the company have guidelines and/or policies for the management of the risks of human rights violations?			
4	Does the company carry out training (training and/or lectures) on the?			
5	Has the company appointed a Compliance Officer / Compliance Officer?			
6	Does the company have a complaints channel/ethics hotline?			
7	Does the company have an Internal Work Regulation (IWR) that?			
8	Does the company carry out any police and/or ethics background checks?			
9	In the last 5 years, have the shareholders, managers, legal representatives, and/or legal representatives of the company been involved in the company's activities?			
10	In the last 5 years, have the shareholders, directors, representatives and/or legal representatives of the company done a police background check?			
11	In the last 5 years, has your company or a third party ever requested a police background check?			
12	Have your activities ever been suspended for having violated the law?			
13	Is the company a subject obliged to have a prevention system in place?			
SUPPLIER'S AFFIDAVIT				
Yes	<input type="checkbox"/>	I declare that I have read, understand and agree to comply with our Corporate Code of Ethics and Corporate Compliance Policy, available on our website www.ferreycorp.com.pe . and that the information stated herein is true and complete.		
No	<input type="checkbox"/>			
Complete in order to confirm that the data is true and correct.				
Name and surname of the legal representative of the company				

Signature		
Date		

ANNEX 1: Application of Due Diligence Exceptions by Subsidiary

1. GENERAL EXCEPTIONS: Applies to all subsidiaries.

The following are exceptions to the application of due diligence controls on customers and suppliers:

- **Final consumers of products or services:** Those individuals or legal entities that are final consumers of the products or services offered by the corporation's companies in the retail channel. For this type of customer, only the minimum data requirement established in subclause 1 above shall apply.
- **Large Mining Clients:** Those clients of the large mining division that apply the highest standards of compliance and to whom due diligence controls will not be required in principle.
- **Represented Brands:** These are those strategic suppliers that provide the various companies of the Corporation with the goods they market and that apply the highest standards of compliance and to which the application of due diligence controls will not be required in principle.

2. EXCEPTIONS FOR FERREYCORP

a) CUSTOMER DUE DILIGENCE:

Due diligence will not be applied to Ferreycorp's customers, since Ferreycorp's customers are its majority-owned subsidiaries.

3. EXCEPTIONS APPLICABLE TO FARGOLINE, SOLTRAK, FERREENERGY, FORBIS, SITECH:

a) CUSTOMER DUE DILIGENCE:

3. Enforcement of controls against illegal mining (UCMI) and money laundering and financing of terrorism (LA/FT and FIU), through affidavits and others.

c) DUE DILIGENCE FOR THE RECRUITMENT OF PERSONNEL: BEFORE THE HIRING OF PERSONNEL:

10. Verification that the applicant is not reported in “International Lists of Interest”.
(Applies only to the areas included in the SPLAFT).

THIS DOCUMENT HAS BEEN AUTHORIZED IN THE REGULATORY SYSTEM BY:

ROLE	NAME	POSITION	DATE
Elaborator	Eduardo Ramirez del Villar	CORPORATE AFFAIRS MANAGER CORP.	Approved - 12/09/2022 18:53
Reviewer	Eduardo Ramirez del Villar	CORPORATE AFFAIRS MANAGER CORP.	Approved - 12/09/2022 18:57
Approver	Mariela Garcia De Fabbri	GERENAL MANAGER	Approved - 12/09/2022 22:10