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Listing Memorandum



US$220,000,000 8.500% Senior Secured Notes due 2032

We are offering US$220,000,000 aggregate principal amount of 8.500% senior secured notes due 2032. The notes will mature on October 28, 2032. Interest will accrue from April 28, 2026, and will be payable semi-annually, in arrears on April 28 and October 28 of each year, commencing on October 28, 2026.

The notes are issued as additional notes (the "Additional Notes") pursuant to the indenture dated as of October 29, 2025, pursuant to which we previously issued US$750,000,000 aggregate principal amount of 8.500% senior secured notes due 2032 (the "Initial Notes" and, together with the Additional Notes offered hereby, the "Notes"). The Additional Notes have the same terms in all respects as the Initial Notes (except with respect to the date of issuance and the initial issuance price), are treated as part of the same series of securities as the Initial Notes under the indenture and will become fully fungible with the Initial Notes following the termination of the 40-day distribution compliance period commencing on the New Issue Date (as defined below). Holders of the Additional Notes and the Initial Notes vote as one class under the indenture. See "Listing and General Information."

The Notes will be guaranteed on a senior basis by the subsidiary guarantors described in "Description of Notes" (the "Subsidiary Guarantors") and secured by first priority liens on the Collateral (as defined in "Description of Notes"). The Notes will rank equal in right of payment with all other existing and future senior indebtedness of the Company, and the guarantees will rank equal in right of payment with all other existing and future indebtedness of the Subsidiary Guarantors. See "Description of Notes—General." The Notes and the guarantees will be senior obligations of the Company and the Subsidiary Guarantors, respectively, secured by first priority liens on the Collateral (as defined herein), subject to permitted liens and certain other exceptions as described under "Description of Notes—Collateral." The Notes and the guarantees will be effectively (i) *pari passu* with all existing and future indebtedness permitted to be secured by a first-priority lien on the Collateral, subject to permitted collateral liens and existing liens and rights on the Collateral, (ii) senior in right of payment to all existing and future subordinated indebtedness of the Company and the Subsidiary Guarantors, and (iii) senior to all other existing and future senior indebtedness of the Company and the Subsidiary Guarantors that is unsecured or that is secured by junior liens or liens that are not on the Collateral, in each case to the extent of the value of the Collateral. The Notes and the guarantees will be effectively subordinated to (i) the extent of the value of the collateral securing (x) all existing and future secured indebtedness of the Company to the extent such security interest does not also secure the Notes, and (y) all existing and future secured indebtedness of the Subsidiary Guarantors to the extent such security interest does not also secure the guarantees, (ii) all additional existing and future indebtedness of the Company's subsidiaries that does not provide a guarantee, and (iii) obligations of the Company or the Subsidiary Guarantors preferred by statute or by operation of law.

We may redeem the Notes in whole or in part at any time on or after October 28, 2028 at a redemption price specified in this offering memorandum, plus accrued and unpaid interest, if any, to the date of redemption. Before October 28, 2028, we may redeem some or all of the Notes at a redemption price equal to 100% of the principal amount of the Notes redeemed plus a "make-whole" premium, plus accrued and unpaid interest, in any, to the date of redemption. Upon the occurrence of specified events relating to tax law as a result of which we will be obligated to pay additional interest amounts with respect to the Notes, the Notes will be redeemable at a price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest, if any, to the date of redemption. We may also redeem up to 35% of the aggregate principal amount of the Notes using the proceeds of certain equity offerings completed on or before October 28, 2028 at the redemption price set out in this offering memorandum, plus accrued and unpaid interest, if any, to the date of redemption. If we experience specific kinds of changes in control, or, subject to certain conditions, we sell certain of our assets, we must offer to purchase the Notes. **See "Risk Factors" beginning on page 15 for a discussion of certain risks that you should consider in connection with an investment in the Notes.**

The Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any jurisdiction. We are offering the Notes only to qualified institutional buyers under Rule 144A under the Securities Act and non-U.S. persons outside the United States in reliance on Regulation S of the Securities Act. For a description of certain restrictions on transfer of the Notes, see "Transfer Restrictions." In addition, during the 40-day period following the issue date, the Notes offered pursuant to Regulation S will be subject to certain U.S. selling restrictions, and, therefore, will have temporary CUSIPs and ISINs during that period.

Application has been made to list the Additional Notes on the Official List of the Luxembourg Stock Exchange and to admit the Additional Notes to trading on the Euro MTF Market of the Luxembourg Stock Exchange. Our LEI code is 549300XKJ91C4SZLG750. This offering memorandum constitutes a prospectus for the purposes of the Luxembourg law on prospectuses for securities, dated July 16, 2019.

None of the U.S. Securities and Exchange Commission, any U.S. state securities commission or any securities regulatory authority has approved or disapproved of these securities or determined whether this offering memorandum is accurate or complete. Any representation to the contrary is a criminal offense.

The Notes and the information contained in this offering memorandum have not been, and will not be, registered with or approved by the Peruvian Superintendency of the Securities Market (*Superintendencia del Mercado de Valores*, or "SMV") or the Lima Stock Exchange (*Bolsa de Valores de Lima*, or the "BVL"). Accordingly, the Notes cannot be offered or sold in the Republic of Peru ("Peru"), except if such offering is considered a private offering under the securities laws and regulations of Peru. The Peruvian Securities Market Law, approved by Legislative Decree No. 861, whose sole text was enacted by Supreme Decree No. 020-2023-EF, as amended (the "Peruvian Securities Market Law"), establishes, among other things, that any particular offer may qualify as private if it is directed exclusively to institutional investors. The Notes may not be offered or sold in Peru or in any other jurisdiction except in compliance with the securities laws thereof.

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Issue price per Additional Note: 102.705% plus accrued interest, from (and including) April 28, 2026 to, but excluding the New Issue Date (as defined below) totaling U.S.$13.22 per $1,000 principal amount of Additional Notes *plus* additional interest, if any, from the New Issue Date, if settlement occurs after that date.

Delivery of the Notes was made to investors in book-entry form through The Depository Trust Company ("DTC") for the accounts of its direct and indirect participants, including Euroclear Bank S.A.N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, *société anonyme* ("Clearstream"), on June 24, 2026 (the "New Issue Date").

Global Coordinators

BofA Securities **BTG Pactual** **Goldman Sachs & Co. LLC**

Joint Book-Runners

BBVA **Natixis**

July 8, 2026

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Unless otherwise indicated or the context otherwise requires, all references in this offering memorandum to "Volcan," the "issuer," "Company," "we," "us" and words of similar effect refer to Volcan Compañía Minera S.A.A. with its consolidated subsidiaries unless the context otherwise requires. Unless otherwise specified or the context otherwise requires, in this offering memorandum a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

For the sale of the Notes in the United States, we are relying upon an exemption from registration under the Securities Act for an offer and sale of securities that does not involve a public offering. By purchasing the Notes, you will be deemed to have made certain acknowledgments, representations and agreements as set forth under "Transfer Restrictions." We are not, and the initial purchasers are not, making an offer to sell the Notes in any jurisdiction except where such an offer or sale is permitted. You should understand that you will be required to bear the financial risks of your investment for an indefinite period of time.

We have submitted this offering memorandum solely to a limited number of qualified institutional buyers and to persons other than U.S. persons so they can consider a purchase of the Notes. We have not authorized the use of this offering memorandum for any other purpose. By accepting delivery of this offering memorandum, you agree to these restrictions. See "*Transfer Restrictions*."

The market information in this offering memorandum has been obtained from publicly available sources deemed by us to be reliable. Such information has been accurately reproduced and as far as we are aware and are able to ascertain from information published by such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading. We and the initial purchasers cannot assure you that such information provided to us is accurate or complete. This offering memorandum summarizes certain documents and other information, and we refer you to them for a more complete understanding of what we discuss in this offering memorandum. In making an investment decision, you must rely solely on your own examination of us and the terms of the offering and the Notes, including the merits and risks involved.

We are not making any representation to any purchaser regarding the legality of an investment in the Notes by such purchaser under any legal investment or similar laws or regulations. You should not consider any information in this offering memorandum to be legal, business, tax or other advice or recommendation with respect to any investment. You should consult your own counsel, accountant, business advisor and tax advisor for legal, tax, business and financial advice regarding any investment in the Notes.

We are responsible for the information contained in this offering memorandum. We confirm that, after having made all reasonable inquiries, this offering memorandum contains all information with regard to us and the Notes that is material to the offering and sale of the Notes, that the information contained in this offering memorandum is true and accurate in all material respects and is not misleading and that there are no omissions of any facts from this offering memorandum which, by their absence herefrom, make this offering memorandum misleading. We have not, and the initial purchasers have not, authorized any person to provide you with different information or to make any representation not contained in this offering memorandum. You should assume that the information contained in this offering memorandum is accurate only as of the date on the front cover of this offering memorandum. Our business, financial condition, results of operations and prospects may have changed since that date.

By purchasing any of our Notes, you will be deemed to have acknowledged that: (1) you have received a copy and have reviewed this offering memorandum; (2) you have had an opportunity to review all financial and other information considered by you to be necessary to make your investment decision and to verify the accuracy of, or to supplement, the information contained in this offering memorandum and have been offered the opportunity to ask us questions, and received answers, as you deemed necessary in connection with your investment decision; (3) you have not relied on the initial purchasers or any person affiliated with the initial purchasers in connection with your investigation of the accuracy of such information or your investment decision; (4) the initial purchasers are not responsible for, and are not making any representation to you concerning us, our future performance or the accuracy or completeness of this offering memorandum and they take no responsibility with respect to the information contained herein; and (5) no person has been authorized to give any information or to make any representation concerning us or the Notes or the offer and sale of the Notes, other than as contained in this offering memorandum.

You should contact the initial purchasers with any questions about this offering or if you require additional information to verify the information contained in this offering memorandum.

We reserve the right to withdraw this offering of the Notes at any time, and we and the initial purchasers reserve the right to reject any commitment to subscribe for the Notes in whole or in part and to allot to any prospective investor less than the full amount of Notes sought by that investor. The initial purchasers and certain related entities may acquire for their own account a portion of the Notes.

You must comply with all applicable laws and regulations in force in any jurisdiction in connection with the possession or distribution of this offering memorandum and the purchase, offer or sale of the Notes and you must obtain any consent, approval or permission required by you for the purchase, offer or sale of the Notes under the laws and regulations applicable to you in force in any jurisdiction to which you are subject or in which you make such purchase, offer or sale, and neither we nor the initial purchasers will have any responsibility therefor.

The distribution of this offering memorandum and the offering and sale of the Notes in certain jurisdictions may be restricted by law. We and the initial purchasers require persons in possession of this offering memorandum to inform themselves about and to observe any such restrictions. This offering memorandum does not constitute an offer of, or an invitation to purchase, any of the Notes in any jurisdiction in which such offer or invitation would be unlawful.

The contents of our website do not form part of this offering memorandum.

NOTICE TO CERTAIN INVESTORS

Notice to Investors within the United Kingdom

The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA") ("UK MiFIR"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (the "POATRs"). Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC"), for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024 (the "CCI Regulations").

Notice to Investors within the European Economic Area

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

ADDITIONAL INFORMATION

We have agreed that while any Notes remain outstanding and are "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, we will make available, upon request, to any holder or prospective

purchaser of Notes the information required pursuant to Rule 144A(d)(4) under the Securities Act with respect to us during any period in which we are not subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or exempt by virtue of Rule 12g3 2(b) thereunder. Any such request should be directed to us at our principal office at Av. Manuel Olguín 373, Santiago de Surco, Lima, Peru.

We are a publicly held corporation (*sociedad anónima abierta*) incorporated in Peru. Our Class A voting shares and our Class B non-voting shares are registered with the Public Registry of the Securities Market (*Registro Público del Mercado de Valores*) of the SMV and listed on the Lima Stock Exchange (*Bolsa de Valores de Lima*). Accordingly, we are currently required to file certain information in Spanish with the SMV and the Lima Stock Exchange such as quarterly and annual reports and notices of material events (*hechos de importancia*). All such reports and notices are available at www.smv.gob.pe and www.bvl.com.pe. The documents filed with the SMV and the Lima Stock Exchange are not a part of this offering memorandum and are not incorporated by reference herein.

ENFORCEMENT OF JUDGMENTS

We are incorporated as a publicly held corporation (*sociedad anónima abierta*) under the laws of Peru. Substantially all of our directors and officers, as well as certain of the experts named herein, reside in Peru or elsewhere outside the United States and a substantial portion of their assets may be, and substantially all of our assets are, located in Peru or elsewhere outside the United States. As a result, it may not be possible for investors to effect service of process within the United States or elsewhere outside Peru upon us or upon any of our directors or officers or to enforce against such parties in courts outside Peru judgments predicated solely upon the civil liability provisions of the federal securities laws of the United States or other foreign regulations. In addition, there may be doubt as to whether the courts of Peru would enforce in all respects, to the same extent and in as timely a manner as a U.S. court or foreign court, an action predicated solely upon the civil liability provisions of the U.S. federal securities laws or other foreign regulations.

We have been advised by Payet, Rey, Cauvi, Pérez Abogados, our Peruvian counsel, that any final and conclusive judgment for a fixed and definitive sum obtained against us and/or any of the Subsidiary Guarantors in any foreign court having jurisdiction in respect of any suit, action or proceeding against us and/or any of the Subsidiary Guarantors for the enforcement of any of the obligations assumed under this offering memorandum or the Notes would, upon request, be deemed valid and enforceable in Peru through an *exequatur* judiciary proceeding (which does not involve the reopening of the case or reexamination of the merits of the case), *provided* that: (a) there is in effect a treaty between the country where said foreign court sits and Peru regarding the recognition and enforcement of foreign judgments; or (b) in the absence of such a treaty, the original judgment is ratified by the Peruvian courts (*Cortes de la República del Perú*), *provided* that the following conditions and requirements are met:

(i) the foreign judgment does not resolve matters under the exclusive jurisdiction of Peruvian courts (and the matters contemplated by this offering memorandum or the Notes are not matters under the exclusive jurisdiction of Peruvian courts);

(ii) the relevant foreign court had jurisdiction under its own conflicts of law rules and under general principles of international procedural jurisdiction;

(iii) the defendant was served in accordance with the laws of the place where such proceeding took place, was granted a reasonable opportunity to appear before such foreign court, and was guaranteed due process rights;

(iv) the foreign judgment has the status of *res judicata* in the jurisdiction of the court rendering such judgment;

(v) there is no pending litigation in Peru between the same parties for the same dispute, which shall have been initiated before the commencement of the proceeding that concluded with the foreign judgment;

(vi) the foreign judgment is not incompatible with another judgment that fulfills the requirements of recognition and enforceability established by Peruvian law unless such foreign judgment was rendered first;

(vii) the foreign judgment is not contrary to public policy (*orden público*) or good morals (*buenas costumbres*) of Peru;

(viii) it is not proven that the foreign court that rendered the foreign judgment denies enforcement of Peruvian judgments or engages in a review of the merits thereof;

(ix) a copy of such judgment has been (a) in case of jurisdictions that are party to the 1961 Hague Convention Abolishing the Requirements of Legalization of Foreign Public Documents ("The Hague Apostille Convention"), duly apostilled by the competent authority of the jurisdiction of the issuing court, or (b) in case of jurisdictions that are not party to The Hague Apostille Convention, certified by Peruvian consular authorities and, in each case, is accompanied by a certified and officially translated copy of such judgment into Spanish by a Peruvian Certified translator; and

(x) the applicable court taxes or fees have been paid.

We have no reason to believe that any of our obligations relating to the Notes would be contrary to Peruvian public policy (*orden público*), good morals (*buenas costumbres*) and international treaties binding upon Peru or generally accepted principles of international law.

Some of our properties could be subject to the exemption set forth under Article No. 616 of the Peruvian Civil Procedure Code (Legislative Decree No. 768, whose sole unified text was approved through Ministerial Resolution No. 010-93-JUS) pursuant to which the property of any private entity assigned to render essential public services may not be subject to preliminary attachments (*medida cautelar*) that could affect the normal rendering of such services.

In the past, Peruvian courts have enforced judgments rendered in the United States based on legal principles of reciprocity and comity. However, the United States does not currently have a treaty with Peru providing for reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, unless the above-mentioned requirements are satisfied, a final judgment for payment of money rendered by a federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities laws, may not be enforceable, either in whole or in part, in Peru. However, if the party in whose favor such unenforced final judgment was rendered brings a new suit in a competent court in Peru, such party may submit to the Peruvian court the final judgment rendered in the United States. Under such circumstances, a judgment by a federal or state court of the United States against us and/or of the Subsidiary Guarantors may be regarded by a Peruvian court only as evidence of the outcome of the dispute to which such judgment relates, and a Peruvian court may choose to re-hear the dispute. In addition, awards of punitive damages in actions brought in the United States or elsewhere are unenforceable in Peru.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This offering memorandum contains certain forward-looking statements within the meaning of Section 21E of the Exchange Act, and Section 27A of the Securities Act. Statements that do not relate strictly to historical or current facts are forward-looking and usually identified by the use of words such as "anticipate," "estimate," "forecasts," "approximate," "expect," "project," "intend," "plan," "believe," "will," "may" and other words of similar meaning in connection with any discussion of future operating or financial matters. Such statements are made in reliance upon the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

Without limiting the generality of the foregoing, forward-looking statements in this offering memorandum include statements regarding expected commencement dates of mining or metal production operations, projected quantities of future metal production, anticipated production rates, operating efficiencies, costs and expenditures, including taxes, as well as projected demand or supply for our products. Actual results could differ materially depending upon factors including the risks and uncertainties relating to general Peruvian and international economic and political conditions, the cyclical and volatile prices of the metals we produce, other commodities and supplies, including fuel and electricity, availability of materials, insurance coverage, equipment, required permits or approvals and financing, the occurrence of unusual weather or operating conditions, epidemics and pandemics and other health outbreaks, cyber-attacks and system integrity, lower than expected ore grades, water and geological problems, the

failure of equipment or processes to operate in accordance with specifications, failure to obtain financial assurance to meet closure and remediation obligations, labor relations, litigation and environmental risks, as well as political and economic risk associated with our operations. Results of operations are directly affected by metals prices, which can be volatile. These statements involve risks and uncertainties that could cause actual results to differ materially from projected results. Accordingly, investors should not place undue reliance on forward-looking statements as a prediction of actual results. We have based these forward-looking statements on current expectations and assumptions about future events. While we consider these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks and uncertainties, most of which are difficult to predict and many of which are beyond our control. The risks and uncertainties that may affect our operations, performance and results and the forward-looking statements include, but are not limited to, those set forth under "Risk Factors."

PRESENTATION OF FINANCIAL INFORMATION

Currencies and Exchange Rates

Unless otherwise specified herein or the context otherwise requires, in this offering memorandum references to "Peru" are to the Republic of Peru; references to the "Peruvian government" are to the government of the Republic of Peru; references to the "United States" or the "U.S." are to the United States of America; references to "US$" and "U.S. dollars" are to United States dollars, and references to "S/" and "soles" are to Peruvian soles.

Unless otherwise indicated, translations of sol amounts into U.S. dollars in this offering memorandum have been made at the period-end rates of each corresponding period. For a complete description of the exchange rates between the sol and the U.S. dollar, see "*Exchange Rates*." The Federal Reserve Bank of New York does not report a noon buying rate for soles.

Financial Statements

Our audited consolidated financial statements included in this offering memorandum fairly represent our financial position as of December 31, 2024 and 2025 and our results of operations for each of the two years ended December 31, 2024 and 2025. Our unaudited interim condensed consolidated financial statements included in this offering memorandum fairly represent our financial position as of March 31, 2026 and our results of operations for the three months ended March 31, 2025 and 2026.

Our consolidated financial statements as of and for the year ended December 31, 2025 have been audited by Gaveglio Aparicio y Asociados Sociedad Civil de Responsabilidad Limitada, a member firm of the PricewaterhouseCoopers International Limited network, and our interim condensed consolidated financial statements as of March 31, 2026 and for the three months ended March 31, 2026 have been subject to the limited review of Gaveglio Aparicio y Asociados Sociedad Civil de Responsabilidad Limitada, a member firm of the PricewaterhouseCoopers International Limited network. Our consolidated financial statements as of and for the year ended December 31, 2024 have been audited by Velásquez, Loli y Asociados S. Civil de R.L., affiliate of a member firm of Deloitte Touche Tohmatsu Limited.

The comparative values as of December 31, 2024 in the financial statements included in this offering memorandum have been reissued and reclassified from those originally published to correct certain misstatements that management has determined are not material, both individually and in the aggregate, to the Company's consolidated financial statements. The correcting adjustments include the reclassification of:

(i) US$74.1 million of proceeds from the sale of shares of energy companies from net cash used in financing activities to net cash used in investing activities on the consolidated statement of cash flows;

(ii) US$5.0 million of real estate assets incorrectly reported within property, plant and equipment on the consolidated balance sheet to investment properties;

(iii) US$10.5 million incorrectly reported as legal reserve to retained earnings; and

(iv) US$1.0 million of certain payments to suppliers related to leases from net cash used in operating activities to net cash used in financing activities on the consolidated statement of cash flows.

The aggregate impact of the misstatements resulted in an overstatement of previously reported net cash flows provided by operating activities of US$1.0 million, the overstatement of previously reported net cash flows used in investing activities of US$74.1 million and the understatement of previously reported net cash flows used in financing activities of US$75.2 million. No other totals or subtotals in any of the consolidated financial statements were affected by the misstatements.

In addition to the above, the Company applied other immaterial voluntary reclassifications to (i) certain line items within current assets and current liabilities reported in the consolidated balance sheet, (ii) current and non-current lease liabilities reported within the financial obligations in the consolidated balance sheet and (iii) certain items reported within net cash used in financing activities reported in the consolidated statement of cash flows. Such reclassifications were not made to correct previously reported misstatements and do not affect any totals or subtotals contained in any of the financial statements.

Special Note Regarding Non-IFRS Financial Measures

We prepare our financial statements in U.S. dollars and in conformity with IFRS Accounting Standards, as issued by the International Accounting Standards Board ("IASB") ("IFRS") and, in respect of our unaudited interim condensed consolidated financial statements as of March 31, 2026 and for the three months ended March 31, 2025 and 2026, in accordance with International Accounting Standard ("IAS") 34 "Interim Financial Reporting," the standard of IFRS applicable to the preparation of interim financial statements.

This offering memorandum presents several non-IFRS measures, including EBITDA, Adjusted EBITDA, net financial debt and unit cost. EBITDA is calculated as net (loss) profit for the year/period before income tax expense, financial expenses (income), depreciation and amortization during such period. Adjusted EBITDA is calculated by eliminating from the calculation of EBITDA: (a) any non-recurring items during such period, (b) gains or losses on the sale of property (other than the sale of property in the ordinary course of business) during such period, (c) any other non-cash items deducted from or included in the calculation of pre-tax net income for such period (other than items that will require cash payments and for which an accrual or reserve has been, or is required by IFRS to be, made), and (d) foreign exchange gains or losses upon loans and foreign currency translation adjustments or monetary correction and bank charges. Net financial debt is calculated as current and non-current borrowings minus operating leases (IFRS 16), bank overdrafts, and cash and cash equivalents. Unit cost is reported on a quarterly basis and is calculated by dividing the total production cost by the tonnage treated, expressing the cost incurred per unit of material processed, including all direct costs of mining such as costs associated with extraction, leaching and further processing of metal ores, as well as labor, transportation and physical plant costs associated with those processes. Unit cost figures are given as nominal dollar amounts, usually expressed as dollars per metric tonne, and exclude provisions, amortization, depreciation and central office costs and purchases of concentrates.

EBITDA and Adjusted EBITDA are presented for the convenience of investors because we deem them to better represent our operating and economic performance. We believe that EBITDA and Adjusted EBITDA, while providing useful information, should not be considered in isolation or as a substitute for net income, as an indicator of operating performance, or as an alternative to cash flow as a measure of liquidity. EBITDA and Adjusted EBITDA are not IFRS-based measures of liquidity or performance. Additionally, our calculation of EBITDA and Adjusted EBITDA may be different from the calculation used by other companies and therefore, comparability may be affected.

Net financial debt is presented to provide investors with a clearer picture of our leverage and liquidity position than traditional GAAP balance sheet line items might convey on their own. We believe that net financial debt, while providing useful information, should not be considered in isolation or as a substitute for financial debt as an indicator of leverage, or as an alternative to cash flow as a measure of liquidity.

Unit cost is presented because it is a widely used measure of costs, although it is not an IFRS-based measure of cost. We believe that unit cost, while providing useful information, should not be considered in isolation or as a substitute for costs of sales, costs of selling and administrative expenses, or as an indicator of costs.

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This offering memorandum also includes unaudited consolidated financial information for the twelve months ended March 31, 2026, which is calculated by adding the unaudited results for the relevant measure for the three months ended March 31, 2026 to the audited results for the relevant measure for the year ended December 31, 2025, and then subtracting the unaudited results for the relevant measure for the three months ended March 31, 2025. The unaudited consolidated financial information for the twelve months ended March 31, 2026 has not been audited or reviewed by our auditors, is not required by or presented in accordance with IFRS or any other generally accepted accounting principles and has been prepared for illustrative purposes only for purposes of this offering memorandum. The unaudited consolidated financial information for the twelve months ended March 31, 2026 is not necessarily indicative of the results that may be expected for any future period and should not be used as the basis for, or prediction of, an annualized calculation.

Rounding

Rounding adjustments have been made to figures included in this offering memorandum. Unless otherwise stated or the context otherwise requires, all financial information in this offering memorandum is rounded to the nearest one hundred thousand U.S. dollars, and percentage figures included in this offering memorandum are rounded to the nearest one-tenth of one percent. As a result, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that preceded them.

PRESENTATION OF COUNTRY, MARKET AND OTHER INFORMATION

This offering memorandum contains and refers to information and statistics regarding Peru and the markets of the metals we produce. These data were obtained from independent public sources, including publications and materials from participants in the industry such as Wood Mackenzie and GFMS Limited ("GFMS"), and from governmental entities such as the Peruvian Superintendency of Banking, Insurance and Private Pension Fund Administrators (*Superintendencia de Banca, Seguros y Administradoras Privadas de Fondos de Pensiones* or "SBS"), the Peruvian Central Bank (*Banco Central de Reserva del Perú* or "BCRP"), the Peruvian Ministry of Economy and Finance (*Ministerio de Economía y Finanzas* or "MEF"), the Peruvian Ministry of Energy and Mines (*Ministerio de Energía y Minas* or "MINEM") and the Peruvian National Institute of Statistics and Information Processing (*Instituto Nacional de Estadística e Informática* or "INEI"). Some data are also based on our estimates, which are derived from our review of internal reports, as well as independent sources. Although we believe these external sources are reliable, neither we nor the initial purchasers have independently verified, and do not make any representation as to the accuracy and completeness of, the information contained therein.

All tonnage information in this offering memorandum is expressed in metric tonnes and all references to ounces are to troy ounces, in each case, unless otherwise specified.

MINERAL RESOURCE AND RESERVE DATA

In this offering memorandum, we present our holdings in, or rights to, mineral deposits in two categories: (i) resources and (ii) reserves, as is standard in the industry. Our ore reserve and mineral resource estimates are consistent with the application of internationally used classifications. The information on reserves and resources included in this offering memorandum has been estimated following the intent of international definitions as established by the Joint Ore Reserves Committee Code of Australia ("JORC") and Canada's NI 43-101 standard.

The information on reserves and resources as of December 31, 2025 included in this offering memorandum has been prepared under the general supervision of our chief geological engineer, and our geology and planning managers, and was found to be in compliance with those international frameworks by SLR Consulting, a widely recognized international consulting firm in the mining sector. The report produced by SLR Consulting is not, however, included in this offering memorandum and is not incorporated by reference into this offering memorandum, and all information on reverses and resources included herein are prepared by our chief geological engineer and our geology and planning managers, acting as competent persons.

Mineral resources are ore bodies of economic value that have been identified and evaluated through exploration, reconnaissance and sampling. Resources are estimated based on geological knowledge about the deposit, which is based on scientific concepts concerning the formation of minerals such as oxides, sulfides and mixed ores, as well as available knowledge concerning the geological continuity of the mineralized sectors. This is

based on technical parameters, such as robustness of the genetic-geological model and its validation through drillings.

Resources may be subdivided further, based on the degree of knowledge that we have of their extent and composition. If our knowledge of the resources is extensive and direct, they are measured resources; if our knowledge of them is substantial but less extensive, they are indicated resources; and if our knowledge of them is only indirect, they are inferred resources. Measured resources are based on a dense grid of regularly distributed drillings, indicated resources are based on an intermediate grid of regularly distributed drillings, and inferred resources are based on irregularly, sometimes sporadically distributed drillings, where the continuity of ore grades is mostly supported by concepts on the theoretical continuity of geological events, such as lithology, alteration and mineralization. Resources that are either measured or indicated, as opposed to inferred, are sometimes together referred to as demonstrated resources. Resources of all three categories are sometimes referred to, together, as identified resources.

A "reserve" is that part of a mineral resource, which, at the time of determination, may be economically and legally extracted. Reserve estimates are the result of studies that take into account certain technical, economic and legal factors, which are not considered when estimating mineral resources. Reserve estimates are based on mineral resource estimates but also reflect beliefs, at the time of determination, regarding the amount of such resources that can be recovered and sold at prices in excess of the total costs associated with extraction and processing. Reserve estimates are adjusted as technical, economic and legal circumstances change. Reserves are typically first determined at the time of planning a full-scale mining project. As a result, reserves are not reported for certain of our mineral deposits. Reserves may be "proven" or "probable." Our proven reserves are based on our measured mineral resources, while our probable reserves are based on our indicated mineral resources, in each case after undertaking studies regarding certain technical, economic and legal factors.

GLOSSARY OF CERTAIN MINING TERMS

Alteration: Changes in the chemical or mineralogical composition of a rock, generally produced by weathering or hydrothermal solution.

Assay: The chemical analysis of mineral samples to determine the metal content.

Breccia: A rock composed of broken fragments of minerals or rock cemented together that can be either similar to or different from the composition of the fragments.

Brownfield exploration: An exploration or development project near or within an existing operation, which can share infrastructure and management.

Concentration: The process by which crushed and ground ore is separated into metal concentrates and reject material through processes such as flotation.

Concentrator Plant: A plant where concentration takes place.

Crushing and Grinding: The processes by which ore is broken into small pieces to prepare it for further processing.

Deposit: A mineralized body that has been physically delineated by sufficient drilling, trenching, and/or underground work, and found to contain a sufficient average grade of metal or metals to warrant further exploration and/or development expenditures. Such a deposit does not qualify as a commercially mineable ore body or as containing reserves or ore, unless final legal, technical and economic factors are resolved.

Development: Activities related to the building of infrastructure and the stripping and opening of mineral deposits, commencing when economically recoverable reserves can reasonably be estimated to exist and generally continuing until commercial production begins.

Diamond Drilling: Diamond drilling is used in the mining industry to probe the contents of known ore deposits and potential sites. By withdrawing a small diameter core of rock from the ore deposit, geologists can analyze the core by chemical assay and conduct structural and mineralogical studies of the rock.

Exploration: Activities associated with ascertaining the existence, location, extent or quality of a mineral deposit.

Indicated Resources: Resources about which our knowledge is substantial but less extensive than our knowledge of measured resources.

Inferred Resources: Resources about which our knowledge is only indirect.

Leaching: The process of extracting a soluble metallic compound from an ore by selectively dissolving it in a suitable solvent.

Leaching plant: A plant where leaching takes place.

LME: London Metal Exchange.

Measured Resources: Resources about which our knowledge is both extensive and direct.

Mill: A machine used to grind ore to the consistency of powder or (in wet grinding) slurry.

Milling: A treatment process in which ore is ground into a fine powder.

Mine: Mines are the source of mineral-bearing material found near the surface or deep in the ground.

Mineral Deposit or Mineralized Material: A mineralized underground body that has been probed by a sufficient number of closely-spaced drill holes and/or underground sampling measurements to support an estimate of sufficient tonnage and ore grade to warrant further exploration or development. Mineral deposits or mineralized materials do not qualify as commercially minable ore reserves (*i.e.*, probable reserves or proven reserves), as prescribed under standards of the U.S. Bureau of Mines Circular 831 of 1980, until a final and comprehensive economic, technical, and legal feasibility study based upon the test results has been concluded.

Mineralization: A deposit of rock containing one or more minerals for which the economics of recovery have not yet been established.

Ore: A mineral or aggregate of minerals from which metal can be economically mined or extracted.

Ore Grade: The average amount of metal expressed as a percentage or in ounces per metric tonne.

Ore Deposit: Category including all resources and reserves.

Ounces: Unit of weight. A troy ounce equals 31,103 grams or 1.097 avoirdupois ounces.

Oxide Ore: Metalliferous minerals altered by weathering, surface waters, and their conversion, partly or wholly, into oxides, carbonates, or sulfates.

Porphyry: A variety of igneous rock consisting of large-grained crystals, such as feldspar or quartz, dispersed in a fine-grained groundmass.

Probable Reserves: Reserves about which our knowledge is substantial but less extensive than our knowledge of Proven Reserves.

Proven Reserves: Reserves about which our knowledge is both extensive and direct. Quantities of Proven Reserves are computed from dimensions revealed in outcrops, trenches, workings or drill holes, and grade and quality are computed from the results of detailed sampling. Sites for inspection, sampling and measurement of Proven Reserves are spaced so closely together, and the geologic character of the ore is so well defined, that its size, shape, depth and mineral content are well established.

Reclamation: The process of restoring mined land to a condition established by applicable law. Reclamation standards vary widely, but usually address issues of ground and surface water, topsoil, final slope gradients, overburden and revegetation.

Refining: The purification of crude metallic substances.

Reserves: Ore deposits for which we have established a business development plan.

Resources: Ore deposits for which we have not yet established a business development plan.

Sett: Settlement price.

SHG: Special High Grade.

Skarn: Metamorphic zone developed in the contact area around igneous rock intrusions when carbonate sedimentary rocks are invaded by large amounts of silicon, aluminum, iron and magnesium. The minerals commonly present in a skarn include iron oxides, calc-silicates, andradite and grossularite garnet, epidote and calcite. Many skarns also include ore minerals, several productive deposits of copper or other base metals have been found in and adjacent to skarns.

Tailings: Finely ground rock from which valuable minerals have been extracted by concentration.

Tonne: A unit of weight. One metric tonne equals 2,204.6 pounds. One short tonne equals 2,000 pounds. Unless otherwise specified in this document, “tonnes” refers to metric tonnes.

SUMMARY

This summary highlights information presented in greater detail elsewhere in this offering memorandum. This summary is not complete and does not contain all the information you should consider before investing in the Notes. Please read the following summary together with the information set forth under the heading "Risk Factors" and in the financial statements and accompanying notes appearing elsewhere in this offering memorandum.

Overview

We are a diversified Peruvian mining company and a major global producer of zinc, silver and lead. We began operations in the early 1940s and have consistently ranked among the largest producers of these metals globally every year from 2006 to 2025, according to Wood Mackenzie and GFMS. We were the second-leading producer of zinc, first in lead and among the top three producers of silver in Peru as of December 2025, according to MINEM. We believe that the quality of our ore deposits, the efficiency of our operations and our economies of scale make us competitive among metal producers worldwide.

Our operations are divided into five main units that currently consist of five underground mines and two open pit mines in operation, five operating concentrator plants and one leaching plant extending across the Junín and Pasco departments in Peru, with San Cristobal - Carahuacra the largest mine accounting for approximately 31.7% of our 2025 tonnage production of zinc. Our mining units are all located between 170 and 295 kilometers from Lima, in the Central Andean region, a center of mining activity in Peru for centuries. As of December 31, 2025, our proven and probable reserves were 47.2 million tonnes and our measured, indicated and inferred resources were 450.2 million tonnes, which represented an average mine life of approximately 17 years at 2025 production levels. We have been granted mining concessions totaling approximately 268,000 hectares, of which: (i) 39.3% are currently being exploited, (ii) 4.2% are being explored, and (iii) approximately 56.5% remain unexploited and unexplored. In addition to our mining operations, we also own 864 hectares of land near the Chancay port that we expect to develop directly or through potential partnerships.

In the three months ended March 31, 2026, we had sales of US$361.3 million, net profit of US$71.8 million and Adjusted EBITDA of US$178.1 million. In the first three months of 2026, zinc represented 37.5%, silver represented 49.7%, lead represented 7.4%, gold represented 2.7% and copper represented 2.7% of our sales by value. For the year ended December 31, 2025, we had sales of US$1,180.7 million, net profit of US$205.4 million and Adjusted EBITDA of US$446.5 million. We had Adjusted EBITDA of US$277.2 million for the year ended December 31, 2023, US$297.5 million for the year ended December 31, 2022, and US$380.6 million for the year ended December 31, 2021. In 2025, zinc represented 48.6%, silver represented 35.3%, lead represented 10.2%, gold represented 3.1% and copper represented 2.8% of our sales by value. In 2025, concentrator plants treated 8.6 million dry tonnes of ore grading on average, 3.5% zinc, 2.2 silver ounces per tonne, 1.0% lead and 0.1% copper, and the oxides leaching plant treated 1,001 thousand dry tonnes of ore grading 5.9 silver ounces per tonne and 0.5 gold grams per tonne. We are currently developing projects to expand our production such as Romina, Esperanza, Zoraida, Carhuacayan, Palma, Santa Barbara and Colquihuarmi. See "*Business—Growth Projects*." For a reconciliation of Adjusted EBITDA to profit for the period/year, see "*Selected Consolidated Financial Data*."

Our main units are:

- *Yauli*. The Yauli unit (the "Yauli Unit") is comprised mainly of three underground mines (San Cristobal - Carahuacra, Andaychagua and Ticlio) producing an aggregate of approximately 3.1 million tonnes per year of ore bearing zinc, silver, lead, and copper. The ore is treated at two concentrator plants, Victoria and Andaychagua, with an aggregate processing capacity of 8,650 tonnes of ore per day. In 2025, this unit produced approximately 162.3 thousand tonnes of zinc, 6.6 million ounces of silver, 25.3 thousand tonnes of lead and 2.1 thousand tonnes of copper, representing approximately 63.8% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 63.7% of our sales by value. In the first three months of 2026, this unit produced approximately 34.3 thousand tonnes of zinc, 1.3 million ounces of silver, 5.8 thousand tonnes of lead, 0.4 thousand tonnes of copper and 0.9 thousand ounces of gold, representing approximately 63.1% of our sales by value in the period, as compared to the approximate production of 39.5 thousand tonnes of zinc, 1.7 million ounces of silver, 6.5 thousand tonnes of lead, 0.7 thousand tonnes of copper and 1.2 thousand ounces of gold in the first three months of 2025. As of December 31, 2025, our proven and probable reserves were approximately 18.9 million tonnes and our measured,

indicated and inferred resources were 53.2 million tonnes. The estimated mine life of the Yauli Unit is approximately 12 years at 2025 production levels, taking into account resources from advanced exploration targets.

- *Chungar.* The Chungar unit (the "Chungar Unit") is comprised of two underground mines, one in production and one in suspension since July 2023, producing an aggregate of approximately 1.0 million tonnes per year of ore bearing zinc, silver, lead and copper. The ore is treated at a concentrator plant, which has a processing capacity of 5,500 tonnes of ore per day. In 2025, this unit produced approximately 42.2 thousand tonnes of zinc, 1.7 million ounces of silver, 21.2 thousand tonnes of lead and 0.9 thousand tonnes of copper, representing approximately 12.8% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 14.1% of our sales by value. In the first three months of 2026, this unit produced approximately 9.9 thousand tonnes of zinc, 0.2 million ounces of silver, 4.2 thousand tonnes of lead, 0.2 thousand tonnes of copper and 0.2 thousand ounces of gold, representing approximately 15.5% of our sales by value in the period, as compared to the approximate production of 10.6 thousand tonnes of zinc, 0.4 million ounces of silver, 5.0 thousand tonnes of lead, 0.2 thousand tonnes of copper and 0.2 thousand ounces of gold in the first three months of 2025. As of December 31, 2025, our proven and probable reserves were 5.8 million tonnes and our measured, indicated and inferred resources were 77.7 million tonnes. The Chungar Unit mine life is estimated at approximately 22 years at 2025 production levels, taking into account resources from advanced exploration targets such as the Esperanza project.

- *Óxidos de Pasco*. The Óxidos de Pasco unit (the "Óxidos de Pasco Unit") consists of one leaching plant, which has a processing capacity of 2,500 tonnes of ore per day. In 2025, this unit produced approximately 2.6 million ounces of silver and 8.6 thousand ounces of gold, representing approximately 10% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 12.3% of our sales by value. In the first three months of 2026, this unit produced approximately 0.5 million ounces of silver and 1.8 thousand ounces of gold, representing approximately 12.6% of our sales by value in the period, as compared to the approximate production of 0.6 million ounces of silver and 2.2 thousand ounces of gold in the first three months of 2025.

- *Cerro de Pasco*. The Cerro de Pasco unit (the "Cerro de Pasco Unit") consists of an open pit mine and mineral stockpiles producing an aggregate of approximately 3.4 million tonnes per year of ore bearing zinc, silver and lead. The ore is treated at one concentrator plant, which has an aggregate processing capacity of approximately 12,500 tonnes of ore per day. In 2025, this unit produced approximately 26.4 thousand tonnes of zinc, 1.8 million ounces of silver, 13.6 thousand tonnes of lead and 0.8 thousand tonnes of copper, representing approximately 9.1% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 8.4% of our sales by value. In the first three months of 2026, this unit produced approximately 6.4 thousand tonnes of zinc, 0.5 million ounces of silver, 2.7 thousand tonnes of lead and 0.3 thousand tonnes of copper, representing approximately 8.3% of our sales by value in the period, as compared to the approximate production of 5.8 thousand tonnes of zinc, 0.4 million ounces of silver, 3.4 thousand tonnes of lead and 0.2 thousand tonnes of copper in the first three months of 2025.

- *Alpamarca*. The Alpamarca unit (the "Alpamarca Unit") is comprised of an open pit mine and mineral stockpiles producing an aggregate of approximately 1.0 million tonnes per year of ore bearing zinc, silver, lead and copper. The ore is treated at a concentrator plant, which has a processing capacity of 2,500 tonnes of ore per day. In 2025, this unit produced approximately 4.5 thousand tonnes of zinc, 0.7 million ounces of silver, 3.5 thousand tonnes of lead and 0.2 thousand tonnes of copper, representing approximately 3.3% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 1.4% of our sales by value. In the first three months of 2026, this unit produced approximately 0.1 thousand tonnes of zinc, 30.4 thousand ounces of silver, 0.1 thousand tonnes of lead, and 6.5 tonnes of copper, representing approximately 0.5% of our sales by value in the period, as compared to the approximate production of 1.44 thousand tonnes of zinc, 0.2 million ounces of silver, 1.2 thousand tonnes of lead and 0.1 thousand tonnes of copper in the first three months of 2025. Because the ore reserves in the original Alpamarca Unit have been substantially exploited as of the date of this offering memorandum, future production of the Alpamarca Unit is expected to be part of the Romina project. The Romina project consists of zinc, lead and silver polymetallic mineralization in the form of replacement bodies. The mining infrastructure of the project is fully completed, and its commissioning started in May 2026. The commercial operation date for the Romina project is

scheduled for the end of June 2026, followed by a ramp up to reach full production capacity, which is projected at an average annual production of 40,000 tonnes of zinc, 20,000 tonnes of lead and one million ounces of silver during the life of the mine, which is estimated at 13 years. For additional information on the Romina and other projects, please see "*Business—Growth Projects*."

Competitive Strengths

We believe that the following competitive strengths will provide us with a significant advantage as we execute our business strategy:

- *Significant Reserves in an Extensive Concession Area*. As of December 31, 2025, our proven and probable reserves were 47.2 million tonnes and our measured, indicated and inferred resources were 450.2 million tonnes. Our average estimated mine life is approximately 17 years at 2025 production levels, taking into account resources from advanced exploration targets. We are currently exploiting only 39.3% and exploring an additional 4.2% of our approximately 268,000 hectares of concessions in a region with high geological potential.

- *Mix of Low-Correlation Metals*. The diversified mix of base and precious metals we produce reduces volatility in our earnings caused by commodity price cycles, because silver prices and prices for our base metals have historically exhibited low correlation. Silver prices have shown resilience in times of economic uncertainty because silver is seen as store of value in addition to its uses in industrial processes. Diversification allows us to mitigate, to some extent, the effects of the decrease in prices of certain metals.

- *Leading Producer in an Attractive Mining Jurisdiction*. Our concessions are located in Peru, which has shown economic resilience over time and has a long history in the mining industry. Our mining units are located in the Central Andean region, home to a number of well-known international and local mining companies, including Buenaventura, Chinalco and Nexa Resources. This region has a developed infrastructure of electricity, roads, railroads, water reservoirs and township facilities, as well as a trained labor force, local supply chains and communities with long-standing ties to the mining industry. We ranked second in the production of zinc, first in lead and among the top three in the production of silver in Peru for the three months ended March 31, 2026, according to MINEM. According to U.S. Geological Survey 2025, Peru ranked as the world's second-largest producer of zinc, second-largest producer of silver, third-largest producer of lead and copper, and tenth-largest producer of gold. As of December 31, 2025, Peru accounted for 18%, 9% and 7% of global silver, copper, and zinc reserves, respectively, according to the United States Geological Survey.

- *Long History of Operating in Cooperation with Surrounding Communities*. Since we were founded over 82 years ago, we have worked closely with the communities surrounding our operations and contributed to local economic development by creating employment opportunities, providing demand for communal enterprise products and services, and invested in social programs to achieve measurable results. As of December 31, 2025, we had entered into 78 agreements with local communities, primarily relating to land use for our operations, with no material conflicts to date.

- *Diversified Operational Base and Logistical Network*. Our operations are divided into five mining units that currently consist of five underground mines and two open pit mines in operation, five operating concentrator plants and one leaching plant extending across the Junin and Pasco departments in Peru, with San Cristobal - Carahuacra being the largest mine accounting for approximately 31.7% of our 2025 tonnage production of zinc. The mining units have access to multiple energy sources and transport routes connecting them to refineries and port facilities in Peru. We believe that our mines and processing facilities provide a diversified operational base and redundant logistical network that reduce the risk of significant disruptions to our operations.

- *Qualified and Experienced Management*. Our workforce and management have extensive experience in the Peruvian and global mining industry. Our management has a proven track record of developing large mining prospects and consists of seasoned industry professionals with executive experience in leading global companies. We believe that the extensive experience of our management has resulted in our ability to manage our operations cost-effectively and maintain profitability through different commodity price cycles. We also

benefit from an experienced board of directors, which includes independent members and former executives of leading mining companies.

- *ESG/Sustainability.* Sustainability is at the core of our business strategy, which we believe enables us to create long-term value and preserve our operational resilience and corporate reputation. During 2025, we achieved three environmental, social, and governance ("ESG") milestones: (i) we completed our first double materiality assessment according to the principles outlined in the European Union ("EU") Corporate Sustainability Reporting Directive ("CSRD"), through which we identified 14 material priorities and conducted an explicit analysis of impacts, risks and opportunities across our operations; (ii) our 2025 sustainability report underwent external assurance by an independent third party, which we believe strengthened the integrity and reliability of our reported sustainability data; and (iii) in its Corporate Sustainability Assessment, S&P Global increased our ESG Score by seven points and our CSA Score by 11 points in 2025, which now places us above the global mining industry average for such assessment. Our sustainability framework is underpinned by robust risk management processes and is aligned with our broader corporate governance objectives, including responsible production practices, the minimization of environmental impacts, and the generation of shared value with local communities. Central to this framework is our CleanWork corporate program, launched in 2022, which governs the management of our environmental impacts. CleanWork incorporates the International Council on Mining and Metals ("ICMM") Mining Principles, the ISO 14001 environmental management standard, the Global Industry Standard on Tailings Management ("GISTM"), and the reporting frameworks of the Global Reporting Initiative ("GRI"), the Sustainability Accounting Standards Board ("SASB"), and the United Nations Sustainable Development Goals ("SDGs").

- *Attractive Development Projects:* We are constantly developing projects to grow and further diversify our operations, both through exploration activities at our existing mines and surrounding areas as well as expansion projects. As an example, we are currently engaged in the Romina project to expand our zinc, lead and silver production, as summarized above and further detailed below. Additionally, we are engaging in growth projects such as Esperanza, Zoraida, Carhuacayan, Palma, Santa Barbara and Colquihuarmi. See "*Business—Growth Projects—Exploration and Growth Projects*."

Business Strategy

Our strategy is focused on consolidating our position as a world-class diversified mining company. We are investing in increasing our base and precious metals production. We prioritize operational excellence while upholding the highest standards of health, safety and environmental compliance and maintaining close community and labor relations and financial discipline. In order to implement our strategy, we intend to implement the following key initiatives:

- *Expand Production*. We plan to continue consolidating and growing our product portfolio. For this purpose, we are currently engaged in the Romina project to expand our zinc, lead and silver production, which is expected to represent an investment of approximately US$114.7 million from 2023 to 2026, and is expected to produce an average of approximately 40,000 tonnes of zinc, 20,000 tonnes of lead and one million ounces of silver per year during the life of the mine, which is estimated at 13 years. From January 2024 to March 31, 2026, approximately US$62.6 million has been invested in the Romina project. The project has already completed the construction phase of its infrastructure: the underground mine, which includes mine development and preparation, dumps, industrial water treatment systems, camps, a power supply line, workshops, and on-site offices; and work has also begun on the adaptation of the Alpamarca concentration plant, which will receive the high-grade Romina ore. Commissioning of the project started in May 2026 and its commercial operation date is scheduled for the end of June 2026, followed by a ramp up to reach full production capacity. We believe the Romina project positions Volcan to benefit from favorable supply and demand dynamics for zinc, lead and silver. We also continuously evaluate opportunities to make acquisitions to expand our operations and resource base. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Capital Expenditures*," "*Business—Growth Projects*" for additional detail on our capital expenditure plan.

- *Strengthen our Balance Sheet and Leverage Profile:* We intend to improve on our balance sheet and achieve low leverage with ample liquidity, which will help us manage volatility through future commodity cycles. Also, we plan to continue our financial policies, reducing leverage over the following years and taking a measured approach to investments in new projects and prospects.

- *Strive for Sustainable Growth and Close Collaboration with Our Surrounding Communities:* We are committed to achieving sustainable growth and maintaining close collaboration with our surrounding communities. We believe our recent performance reflects this commitment across environmental, safety, and social dimensions: (i) we achieved an 8% increase in the CleanWork environmental sustainability index and 43% corporate water recirculation metric (through avoiding the use of 13.04 million cubic meters of fresh water in 2025); (ii) we recorded zero fatal accidents for the second consecutive year, supported by the continued rollout of the *Volcan Seguro* program focused on the health and safety of our workforce; and (iii) we invested approximately US$7.97 million in social programs during 2025 benefiting 37 communities within the areas of influence of our operations through initiatives in education, health, productive development, and infrastructure.

- *Operational Excellence:* Through our Volcan Avanza program, our continuous improvement program, we constantly pursue process improvement initiatives, cost reduction and for the optimization and prioritization of sustainable capital expenditures. This continuous improvement program is monitored monthly by our officers.

Corporate Information

We are a publicly held corporation, or *sociedad anónima abierta*, organized under the laws of Peru. Our shares are listed on the Lima Stock Exchange, the Santiago Stock Exchange and the Latibex segment of the Madrid Stock Exchange. Our principal executive office is located at Av. Manuel Olguín 373, Santiago de Surco, Lima, Peru, and our telephone number is +51-1-416-7000.

THE OFFERING

The following summary contains basic information about the Notes and is not intended to be complete. For a more complete understanding of the Notes, please refer to the section entitled "Description of Notes" in this offering memorandum.

Issuer	Volcan Compañía Minera S.A.A.
Subsidiary Guarantors	Compañía Minera Chungar, Empresa Administradora Cerro, Empresa Minera Paragsha, Compañía Industrial Huacho, Roquel Global and Compañía Hidroeléctrica Tingo.
Notes Offered	US$220,000,000 8.500% Senior Secured Notes due 2032. Upon consummation of this offering, the aggregate principal amount outstanding of our 8.500% Senior Secured Notes due 2032 (including the previously issued Initial Notes) will be US$970,000,000.
Original Issue Date	October 28, 2025 (the issue date of the Initial Notes).
New Issue Date	June 24, 2026 (expected issue date for the Additional Notes).
Issue Price	102.705% plus accrued interest from April 28, 2026 to, but excluding, the New Issue Date totaling U.S.$13.22 per U.S.$1,000 principal amount of Notes, and any additional interest from the New Issue Date if settlement occurs after that date.
Maturity	October 28, 2032, unless earlier redeemed or repurchased and cancelled in accordance with the terms of the Notes.
Interest	8.500%, per annum, payable semi-annually on April 28, and October 28 of each year, commencing on October 28, 2026.
Fungibility of Notes	The Additional Notes are issued as additional notes under the indenture pursuant to which we previously issued U.S.$750,000,000 aggregate principal amount of 8.500% senior secured notes due 2032, which are referred to herein as the Initial Notes. The Additional Notes have the same terms in all respects as the Initial Notes (except with respect to the date of issuance and the initial issuance price), are treated as part of the same series of securities as the Initial Notes under the indenture and become fully fungible with the Initial Notes following the termination of certain U.S. selling restrictions. During a 40-day distribution compliance period commencing on the New Issue Date, the Additional Notes offered pursuant to Regulation S are subject to certain U.S. selling restrictions, and therefore have temporary CUSIPs and ISINs. Holders of the Additional Notes and the Initial Notes vote as one class under the indenture.
Qualified Reopening	We expect to treat the Additional Notes as issued in a "qualified reopening" of the Initial Notes for U.S. federal income tax purposes. If the Additional Notes are so treated, they will be considered to have the same issue date and issue price as the Initial Notes for U.S. federal income tax purposes. See "*Taxation—Certain U.S. Federal Income Tax Considerations*."
Subsidiary Guarantees	The Notes will be guaranteed on a senior basis by the Subsidiary Guarantors. The guarantees and any future guarantees may be subject

to certain limitations as described under "Description of Notes—Subsidiary Guarantees."

Collateral ..... The Notes (and any other Secured Obligations) will be secured by first priority liens on the Collateral, subject to permitted collateral liens and certain other exceptions, under and in accordance with the terms set forth in "Description of the Notes—Collateral." Upon payment in full of all obligations under the Existing 2030 Notes, subject to our ability to obtain a ratings affirmation with respect to such Collateral release, the Collateral securing the Notes will be automatically released. See "*Description of Notes—Collateral—Collateral Release*."

Intercreditor Agreement ..... Pursuant to the Intercreditor Agreement, on the New Issue Date, the Collateral will secure the Additional Notes and the obligations under the Initial Notes and the Existing 2030 Notes on a *pari passu* basis. The Collateral which shall secure the Additional Notes also secures the Initial Notes, the Existing 2030 Notes and any future Additional First Lien Debt, subject to the terms described in "*Description of Notes*."

Ranking..... The Notes will:

(a) be senior obligations of the Company;

(b) be secured by first-priority Liens on the Collateral, which Collateral also secures the Existing 2030 Notes and shall secure any future Additional First Lien Debt on a *pari passu* basis, subject to the terms of the Collateral Documents and to any Permitted Collateral Liens or Rights over Collateral, as defined in "Description of Notes";

(c) be unconditionally Guaranteed by each Subsidiary Guarantor with such Subsidiary Guarantee ranking equal in right of payment with all other existing and future Senior Indebtedness of such Subsidiary Guarantor, as further described under "Description of Notes—Subsidiary Guarantees";

(d) rank *pari passu* in right of payment with any existing and future Senior Indebtedness of the Company (including the Existing 2030 Notes and any additional Notes);

(e) rank senior in right of payment to all existing and future Subordinated Indebtedness of the Company, if any;

(f) be effectively senior to all other existing and future Senior Indebtedness of the Company that is unsecured, or that is secured by junior Liens on the Collateral or Liens that are not on the Collateral, in each case to the extent of the value of the Collateral;

(g) be effectively subordinated to (i) the extent of the value of the assets securing (x) all existing and future secured Indebtedness of the Company to the extent such security interest does not also secure the Notes and (y) all existing and future secured Indebtedness of the Subsidiary Guarantors to the extent such security interest does not also secure the Subsidiary Guarantees (including the Existing 2030 Notes) and (ii) all additional existing and future Indebtedness of any Subsidiary that does not provide a Subsidiary Guarantee; and

	(h) be subordinated to obligations of the Company or the Subsidiary Guarantors preferred by statute or by operation of law.
Optional Redemption.....	Before October 28, 2028, the Company may redeem the Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of each note to be redeemed plus a make-whole premium described in "*Description of Notes—Optional Redemption—Optional Redemption with a Make-Whole Premium*." At any time on or after October 28, 2028, the Company may redeem the Notes, in whole or in part, at its option at the prices set forth in "*Description of Notes—Optional Redemption—Optional Redemption Without a Make-Whole Premium*," plus accrued and unpaid interest and additional amounts, if any, to the date of redemption. At any time prior to October 28, 2028, the Company may redeem up to 35% of the Notes with the net cash proceeds from specified equity offerings at a redemption price equal to 108.500% of the principal amount of each note to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption, subject to certain conditions described in "*Description of Notes—Optional Redemption—Optional Redemption with Proceeds of Equity Offerings*."
Optional Redemption Upon Tax Event	The Notes are also redeemable at our option, in whole but not in part, at any time, at the principal amount thereof plus accrued and unpaid interest, if any, and any additional amounts due thereon to, but excluding, the redemption date if certain changes in applicable tax laws occur. See "*Description of Notes—Optional Redemption—Optional Redemption Upon Tax Event*."
Optional Clean-Up Redemption	The Notes are also redeemable at our option, in whole but not in part, at any time, at the principal amount thereof plus accrued and unpaid interest, in the event that Holders of not less than 90% of the aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer, Asset Sale Offer, or other tender offer. See "*Description of Notes—Optional Redemption—Optional Clean-Up Redemption*."
Notice of Redemption.....	Notice of any redemption of the Notes may, at the Company's discretion, be subject to one or more conditions precedent. If such redemption is so subject to the satisfaction of one or more conditions precedent, such notice shall describe each such condition and, if applicable, shall state that such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date.
Change of Control Offer.....	Upon the occurrence of a Change of Control Triggering Event (as defined in "*Description of Notes—Change of Control Triggering Event*" and "*—Certain Definitions*"), we will be required to make an offer to purchase the Notes at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase. See "*Description of Notes—Change of Control Triggering Event" and "—Certain Definitions*."
Additional Amounts	All payments in respect of the Notes will be made free and clear of and without any deduction or withholding for or on account of any present or future taxes, duties, levies, imposts, assessments or other

	government charges and any interest, penalties or other liabilities with respect thereto ("Taxes"), unless the withholding or deduction of such Taxes is required by law or the official interpretation thereof, or by the administration thereof, as set forth under "*Description of Notes—Additional Amounts*." The Company or the Subsidiary Guarantors, as applicable, will pay such additional amounts as will result in receipt by the holders of Notes of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions (including an exception for U.S. federal withholding taxes) set forth under "*Description of Notes—Additional Amounts*."
Covenants	The indenture governing the Notes, among other things, limits our ability to: • incur additional indebtedness; • make dividend payments or other restricted payments; • sell assets; • incur liens; • enter into sale and leaseback transactions; • designate unrestricted subsidiaries and non-guarantor restricted subsidiaries; • create or assume indebtedness for borrowed money that is secured by a lien; • engage in mergers, consolidations and transfers of substantially all of our assets; or • enter with transactions with affiliates. However, these covenants are subject to a number of significant exceptions. See "*Description of Notes—Covenants*."
Events of Default	For a discussion of certain events of default that will permit acceleration of the principal of the Notes plus accrued interest, and any other amounts due with respect to the Notes, see "*Description of Notes—Events of Default*."
Use of Proceeds	The net proceeds from the offering of the Additional Notes are estimated to be US$221.7 million after deducting the discount paid to the initial purchasers, estimated legal fees and all other expenses payable by us in connection with the offering. The net proceeds from the issuance of the Additional Notes will be used for general corporate purposes, including capital expenditures. See "*Use of Proceeds*."
Book-Entry System; Delivery and Form and Denomination of the Notes	The Additional Notes were issued only in fully registered form, without interest coupons, in the form of beneficial interests in respect of one or more global securities in denominations of US$2,000 and integral multiples of US$1,000 in excess thereof. Beneficial interests in respect of the global securities will be shown on, and transfers thereof will be effected only through, the book-entry records maintained by DTC and its direct and indirect participants, including

	Euroclear and Clearstream. The Additional Notes will not be issued in definitive form except under certain limited circumstances.	
	The Additional Notes sold in reliance on Regulation S will have temporary CUSIP and ISIN numbers during a 40-day distribution compliance period commencing on their date of issuance. After such 40-day distribution compliance period, the Notes offered hereby and sold in reliance on Regulation S will have the same CUSIP and ISIN numbers as, and will be fungible with, the Initial Notes originally issued on October 29, 2025 sold in reliance on Regulation S. The Notes offered and sold in reliance on Rule 144A have, commencing on their date of issuance, the same CUSIP and ISIN numbers as, and are fungible with, the Initial Notes originally issued on October 29, 2025 and offered and sold in reliance on Rule 144A.	
Governing Law.....	The Additional Notes will be and the guarantees and the indenture are governed by the laws of the State of New York.	
Listing.....	Application has been made to list the Additional Notes on the Official List of the Luxembourg Stock Exchange and to admit the Additional Notes to trading on the Euro MTF Market of the Luxembourg Stock Exchange.	
Security Identifiers	Rule 144A Global Note:	ISIN US92863UAD81 CUSIP 92863U AD8 Common Code 322180632
	Regulation S Global Notes:	ISIN USP98047AE63 (after 40-day distribution compliance period) CUSIP P98047 AE6 (after 40-day distribution compliance period) Common Code 322179022 (after 40-day distribution compliance period)
		Temporary ISIN USP98047AF39 (during 40-day distribution compliance period) Temporary CUSIP P98047 AF3 (during 40-day distribution compliance period) Temporary Common Code 342045006 (during 40-day distribution compliance period)
Trustee, Registrar, Paying Agent and Transfer Agent.....	The Bank of New York Mellon.	
Luxembourg Listing Agent.....	Allen Overy Shearman Sterling SCS.	
Transfer Restrictions.....	The Additional Notes have not been registered under the Securities Act and are subject to restrictions on transfer and resale. See "*Transfer Restrictions*" and "*Plan of Distribution*."	
Risk Factors	Investing in the Additional Notes involves substantial risks and uncertainties. See "*Risk Factors*" and other information included in this Offering Memorandum for a discussion of factors you should carefully consider before deciding to invest in the Additional Notes.	

SUMMARY CONSOLIDATED FINANCIAL DATA

We set forth below certain financial and operating data as of and for the years ended December 31, 2024 and 2025 and the three months ended March 31, 2025 and 2026. Our interim condensed consolidated financial data as of and for the three months ended March 31, 2025 and 2026 is unaudited.

You should read this information together with our audited consolidated financial statements and unaudited interim condensed consolidated financial statements, and related notes, included elsewhere in this offering memorandum, as well as the information presented in the sections "Presentation of Financial Information" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." These results are not necessarily indicative of our future results of operations or financial condition.

	For the three months ended March 31,		For the year ended December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars)			
Consolidated Statement of Comprehensive Income				
Net Sales	361.3	277.8	1,180.7	960.5
Cost of sales	(194.1)	(176.9)	(737.4)	(699.6)
Gross profit	**167.2**	**100.9**	**443.3**	**260.9**
Administrative expenses	(20.9)	(16.8)	(93.0)	(62.5)
Selling expenses	(6.6)	(7.8)	(35.3)	(29.1)
Other income	15.6	5.8	34.9	145.1
Other expenses	(20.0)	(12.4)	(87.1)	(115.7)
Reversal of impairment loss of long-lived assets	-	-	140.4	91.7
Operating profit	**135.3**	**69.7**	**403.2**	**290.5**
Financial income (expenses)	(22.1)	(21.1)	(120.4)	(74.3)
Profit (loss) before income tax	113.2	48.6	282.8	216.2
Income tax expense (benefit)	(41.4)	(14.0)	(77.4)	(79.1)
Net profit (loss)	**71.8**	**34.5**	**205.4**	**137.1**

	As of March 31,		As of December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars)			
Consolidated Statement of Financial Position				
Cash and cash equivalents	294.5	153.8	334.7	155.8
Trade accounts receivable (net)	38.1	28.6	25.7	33.5
Other accounts receivable	85.2	58.9	82.7	67.4
Other financial assets	-	1.7	-	0.9
Inventories (net)	51.2	45.1	47.5	38.1
Assets classified as held for sale	-	-	-	-
Total current assets	**468.9**	**288.0.**	**490.6**	**295.8**
Other accounts receivable (net)	43.0	40.7	46.2	31.8
Financial investments	146.0	155.9	106.9	153.0
Inventories (net)	-	5.1	-	5.2
Property, plant and equipment, net	762.1	674.4	729.1	678.1
Right-of-use assets	13.0	13.7	12.7	15.7
Investment properties (net)	4.9	5.0	5.0	5.0
Mining concessions, costs of exploration and development costs, and other intangibles (net)	823.1	655.8	809.7	656.2
Total non-current assets	**1,792.1**	**1,550.5**	**1,709.7**	**1,545.1**
Total assets	**2,261.0**	**1,838.5**	**2,200.2**	**1,840.8**
Total current liabilities	**494.1**	**357.9**	**581.3**	**320.3**

Total non-current liabilities	**1,127.0**	**995.7**	**1,088.5**	**1,070.8**
Total liabilities	**1,621.1**	**1,353.6**	**1,669.8**	**1,391.1**
Total equity	**640.0**	**484.9**	**530.5**	**449.7**
Total liabilities and equity	**2,261.0**	**1,838.5**	**2,200.2**	**1,840.8**

	As of or for the three months ended March 31,		As of or for the year ended December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars, except for ratios, unit cost, production data, reserves and resources, and prices)			
Consolidated Statement of Cash Flow				
Cash from operating activities	122.0	67.9	404.7	299.5
Cash used in investing activities	(86.5)	(36.0)	(247.7)	(73.7)
Cash resulting from (used in) financing activities	(75.7)	(34.0)	17.3	(131.6)
Net increase (decrease) in cash and cash equivalents	**(40.2)**	**(2.1)**	**174.3**	**94.2**
Other Items				
Depreciation and amortization	42.8	42.1	162.3	195.0
Interest expense[1]	17.9	16.2	66.2	60.8
Adjusted EBITDA[2]	178.1	111.7	446.5	381.8
Ratio of net financial debt to Adjusted EBITDA[3]	1.0	1.2	1.2	1.5
Adjusted EBITDA coverage ratio[4]	9.9	6.9	6.7	6.3
Accrued capital expenditures (non-cash)[5]	63.5	39.7	248.9	167.3
Working capital[6]	(25.2)	(69.9)	(90.8)	(24.5)
Sales by concentrate and doré and adjustments				
Zinc	164.0	146.1	603.0	502.2
Silver	77.0	59.0	267.0	177.7
Lead	130.8	49.8	233.8	213.8
Copper	46.7	19.0	92.8	71.3
Subtotal	**418.6**	**273.8**	**1,196.7**	**965.0**
Execution of financial instruments	(49.3)	0.4	(24.2)	(0.1)
Embedded derivatives	(8.0)	3.6	8.2	(4.5)
Total	**361.3**	**277.8**	**1,180.7**	**960.5**
Unit Cost[7]				
Unit Cost Current Operations	60.6	51.7	54.2	49.2
Fine Metal Production				
Zinc (in thousands of tonnes)	50.7	57.4	235.5	230.1
Silver (in millions of ounces)	2.8	3.3	13.5	13.9
Lead (in thousands of tonnes)	12.8	16.1	63.7	54.6
Copper (in thousands of tonnes)	0.9	1.1	3.9	4.3
Gold (in thousands of ounces)	3.0	3.6	13.7	13.1
Average Spot Prices				
Zinc (US$/tonne – LME SHG Sett)	3,243	2,449	2,867	2,777
Silver (US$/ounce – London Spot)	84.4	23.4	39.9	28.2
Lead (US$/tonne – LME Sett)	1,931	2,076	1,963	2,072
Copper (US$/tonne – LME Sett)	12,852	8,444	9,939	9,144
Gold (US$/ounce – London Spot)	4,877	2,073	3,436	2,387

(1) The components of interest expense are as follows:

	For the three months ended March 31,		For the year ended December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Interest Expense				
Interest on Credit Agreement	--	8.4	27.4	39.4
Interest on issued bonds	17.9	7.7	38.7	21.1
Interest on lease liabilities	0.0	0.0	0.2	0.4
Total interest expense	**17.9**	**16.2**	**66.2**	**60.8**

(2) EBITDA is calculated as net (loss) profit for the year/period before income tax expense, financial expenses (income), depreciation and amortization during such period. Adjusted EBITDA is calculated by eliminating from the calculation of EBITDA: (a) any non-recurring items during such period, (b) gains or losses on the sale of property (other than the sale of property in the ordinary course of business) during such period, (c) any other non-cash items deducted from or included in the calculation of pre-tax net income for such period (other than items that will require cash payments and for which an accrual or reserve has been, or is required by IFRS to be, made), and (d) foreign exchange gains or losses upon loans and foreign currency translation adjustments or monetary correction and bank charges. We believe that EBITDA and Adjusted EBITDA, while providing useful information, should not be considered in isolation or as a substitute for net income as an indicator of operating performance, or as an alternative to cash flow as a measure of liquidity. Additionally, our calculation of EBITDA and Adjusted EBITDA may be different from the calculation used by other companies and therefore, comparability may be affected.

The following table sets forth the Adjusted EBITDA reconciliation:

	For the three months ended March 31,		For the year ended December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Net profit (loss)	**71.8**	**34.5**	**205.4**	**137.1**
Income tax expense	41.4	14.0	77.4	79.1
Financial expenses, net[(1)]	19.8	19.2	117.3	66.7
Depreciation and amortization	42.8	42.1	162.3	195.0
EBITDA	**175.8**	**109.8**	**562.4**	**477.9**
Adjustments[(2)]	2.4	1.9	(115.9)	(96.1)
Adjusted EBITDA[(2)]	**178.1**	**111.7**	**446.5**	**381.8**

(1) Excluding exchange difference loss, net and bank charges.
(2) The components of the adjustments are as follows:

	For the three months ended March 31,		For the year ended December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Adjustments				
Impairment loss of long-lived assets, net of reversal	-	-	(140.4)	(91.7)
Doubtful recovery provision	-	-	1.8	-
Adjustment of inventories	-	-	4.8	3.1
Net present value change of mine closure and communities agreements	-	-	11.5	(7.7)
Others	-	-	3.3	(7.3)
Exchange difference loss, net	0.9	(0.5)	(2.1)	(0.6)
Commissions and other expenses	1.5	2.4	5.2	8.1
Adjustments	**2.4**	**1.9**	**(115.9)**	**(96.1)**

(3) Calculation reflects Adjusted EBITDA for the preceding twelve months.

The following table sets forth a description of our financial debt:

	As of March 31,		As of December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Financial debt				
Credit Agreement	-	341.8	-	344.3
Fees amortized cost - Credit Agreement	-	(15.1)	-	(15.1)
Issued bonds	785.3	367.9	853.3	367.9
Fees amortized cost – issued bonds	(19.8)	(11.9)	(20.3)	(12.7)
Lease liability with financial entities	0.7	2.6	0.9	4.2
Loans	23.2	25.0	25.0	31.4

Total gross financial debt*	**789.3**	**710.3**	**858.9**	**720.0**
**Cash and cash equivalents	**294.5**	**153.7**	**334.7**	**155.8**
**Total net financial debt	**494.9**	**556.6**	**524.2**	**564.2**

***Does not include operating leases (IFRS 16) or bank overdrafts.

(4) Adjusted EBITDA coverage ratio is the ratio of Adjusted EBITDA for the applicable period to interest expense for the same period. Calculation reflects Adjusted EBITDA for the preceding twelve months.

(5) Capital expenditures differ from cash used in investing activities because cash used in investing activities includes investments accrued in previous periods paid during the current period and excludes investments accrued in the current period but not paid in the current period. The components of capital expenditures are as follows:

	For the three months ended March 31,		For the year ended December 31,	
	2026	**2025**	**2025**	**2024**
		(In millions of U.S. dollars)		
Capital Expenditures				
Local exploration.....	1.4	1.6	7.9	8.8
Mine development.....	20.3	15.8	75.4	69.1
Plants and tailing facilities.....	9.9	11.3	53.2	39.3
Mine and infrastructure**.....	7.5	5.9	35.4	25.3
Electrical infrastructure in units.....	0.8	0.7	6.3	5.5
Support and others.....	2.2	0.8	21.8	12.3
Romina Project*.....	16.5	3.6	39.9	6.2
Other Growth Project*	2.0	0.0	4.2	0.1
Corporate**.....	3.0	0.0	4.4	0.7
Energy and other expenditures.....	0.0	0.0	0.4	0.0
Total accrued capital expenditures (non-cash).....	**63.5**	**39.7**	**248.9**	**167.3**

* For a description of the projects, see "*Business—Growth Projects*."
** These amounts exclude leasing additions and are replaced by lease installment payments.

(6) Working capital is current assets less current liabilities.

(7) Unit cost includes all expenses incurred in the production of concentrate (excluding depreciation and amortization).

RISK FACTORS

You should carefully consider the following risk factors, as well as the other information presented in this offering memorandum, before buying our Notes. The risks and uncertainties described below are not the only ones that we face. Additional risks and uncertainties that we do not know about or that we currently think are immaterial may also impair our business operations. Any of the following risks, if they actually occur, could materially and adversely affect our business, results of operations, prospects and financial condition. In that event, the market price of the Notes could decline, and you could lose all or part of your investment.

Risks Relating to Our Business

Our business is highly dependent on the price of the metals we produce.

Our financial performance is significantly affected by the commodity prices of the minerals we produce, particularly the market prices of zinc, silver, lead and, to a lesser extent, copper and gold. Historically, prices of such metals have been subject to substantial fluctuations and are affected by numerous factors beyond our control, including international economic and political conditions, levels of supply and demand, the availability and costs of substitutes, inventory levels maintained by users, actions of participants in the commodities markets and currency exchange rates. These factors make future price movements difficult to predict. In addition, the market prices of zinc, silver, lead, copper, gold and certain other metals have on occasion been subject to rapid short-term changes.

During the last 3-year period ended March 31, 2026, zinc, silver, lead, copper and gold showed average lows and highs as follows: zinc US$2,364 per tonne, low in 2024 and US$3,320 per tonne, high in 2026; silver US$21.91 per ounce, low in 2023 and US$92.12 per ounce, high in 2026; lead US$1,879 per tonne, low in 2026 and US$2,252 per tonne, high in 2023; copper US$7,939 per tonne, low in 2023 and US$13,088 per tonne, high in 2026; and gold US$1,910 per ounce, low in 2023 and US$5,015 per ounce, high in 2026. Future declines in metal prices, and especially silver, zinc, lead, copper and gold prices, could have an adverse impact on our results of operations and financial condition, and we might consider curtailing or modifying certain of our operations.

Changes in the demand for the metals we produce could adversely affect our sales volume and revenues.

Our revenues depend on the volume of metals we sell, which in turn depends on the level of industrial and consumer demand for these metals. Demand for these metals is mostly driven by: in the case of zinc, consumption of galvanized steel for construction and infrastructure, the production of brass and die-casting; in the case of silver, its general perception as a store of value as well as its uses in industrial processes and products, such as batteries, bearings, brazing and soldering, catalysts, electronics and photographic material, and its use by direct consumers, such as for jewelry, silverware and coins; in the case of lead, its uses as energy storage and in certain other products such as chemicals, ammunition, oxides in glass and ceramics, casting metals and sheet lead; in the case of copper, its uses in the construction industry, electronic product manufacturing, power generation, transmission and distribution, and the production of industrial machinery; and in the case of gold, its general perception as a store of value as well as global economic activity outlook. See "*Industry Overview*." An increase in the production of these metals world-wide or changes in technology, industrial processes or consumer habits, including increased demand for substitute materials, may decrease the demand for these metals. A fall in demand, resulting from economic slow-downs or recessions or other factors, could also decrease the volume of metals we sell and therefore materially and adversely impact our results of operations and financial condition.

Our results and financial condition are affected by global and local market conditions which we do not control and cannot predict.

We are subject to the risks arising from adverse changes in domestic and global economic and political conditions. Our industry is cyclical by nature, fluctuates with economic cycles and is impacted by economic instability.

If the global economic condition deteriorates it could have an impact on our business and our financial condition. Continued global economic weakness may prompt banks to limit or deny lending to us or to our customers, which could have a material adverse effect on our liquidity, on our operations, on our ability to carry out our announced capital investment programs and may prompt our customers to slow down or reduce the purchase of our products. We may experience longer sales cycles, difficulty in collecting sales proceeds, and lower prices for our products. We

cannot provide any assurance that any of these events will not have a material adverse effect on market conditions, the prices of our securities, our ability to obtain financing, and our results of operations and financial condition.

We have incurred losses in the past and may incur losses in the future.

For the year ended December 31, 2023, our net loss was US$10.0 million. Although we had a net profit of US$137.1 million in 2024 and a net profit of US$205.4 million in 2025, we may incur losses in the future and there can be no assurance that we will be able to operate profitably during future periods. If we are unable to operate profitably during future periods, and are not successful in obtaining additional financing, we could be forced to cease certain exploration and evaluation programs and mine development activities as a result of insufficient cash resources, which could adversely affect our business, financial condition and results of operations.

Our operations and results of operations may be affected by international conflicts and terrorist activities.

Our business and operations may be adversely affected by political tension, hostility and instability caused by conflicts around the world. It is not possible to predict the broader or longer-term consequences of this risk as it could end in the expansion of conflicts into adjacent countries, further sanctions, embargoes, regional instability, geopolitical shifts and adverse effects on macroeconomic conditions, security conditions, fuel prices, critical mining commodities, transport issues, currency exchange rates and financial, credit and insurance markets, and others.

For example, sanctions introduced on Russia and Belarus by the EU, UK and U.S. in response to Russia's invasion of Ukraine have had, and may continue to have, a disruptive effect on global markets, particularly energy markets, contributing to volatility in fuel prices and increasing costs for airlines and airport operators.

Additionally, global markets and supply chains have been, and may continue to be, adversely affected by the ongoing conflict between Israel and Hamas. While ceasefire agreements have been reached in the past, there are no assurances that any current or future agreements will hold. The security situation remains fluid, and any renewed military actions, restrictions, or government-imposed measures could adversely affect our supply chains and financial condition.

The Middle East has been further destabilized due to military operations by the United States and Israel against Iran, including the killing of Supreme Leader Ayatollah Ali Khamenei and other senior Iranian officials, as well as retaliatory actions by Iran. Ongoing geopolitical tensions, including the potential for military escalation and broader regional conflict, may adversely affect economic conditions and create uncertainty that could negatively impact our business, financial condition and results of operations. In addition, the related virtual closure of shipping through the Strait of Hormuz has raised concerns about broader disruptions to global energy supply, which could in turn contribute to elevated inflation and slower economic growth in major economies. As an example, on March 8, 2026, oil prices surged due to the war, reaching US$119.50 a barrel, being that the first time in four years in which prices rose above US$100 per barrel. The price came down to just below US$100 per barrel on that same day. However, considering the importance of the region for global oil supply, a prolonged conflict could materially increase oil prices and related operating expenses, and increase other costs related to shipping disruptions.

Further, United States military operations to capture and remove Venezuelan President Nicolás Maduro and his wife have elicited strong international reactions and underscored the potential for rapid shifts in political dynamics in the region, which could influence investor perceptions of risk and volatility in emerging markets, including Peru.

We cannot predict the progress, outcome or consequences of these and other conflicts, or their broader impacts in Ukraine, Russia, Belarus, Europe, the U.S., the Middle East, Iran or Venezuela. The duration and effects of military conflicts are highly unpredictable and could lead to significant market and other disruptions, including significant volatility in commodity prices, including in the prices of the minerals we produce, fluctuations in energy resources supply, instability in financial markets, supply chain disruptions, shipping disruptions, political and social instability, trade disputes or, changes in consumer or purchaser preferences, as well as an increase in cyberattacks and espionage. These geopolitical tensions have contributed to fuel price increases and may in the future affect our profitability by increasing the operating costs of our diesel-powered underground equipment, increasing the freight rates for our transportation of our concentrate to ports, increasing the rates contractors charge us for their services, and through indirect cost inflation of key supplies for our business as a result of higher logistics costs across markets. Sanctions, trade disputes, or other governmental action related to tariffs or international trade agreements, could have

a material adverse effect on our costs and suppliers and, consequently, on our financial condition, results of operations, cash flows or prospects.

The mining industry is highly competitive.

We face competition from other mining, processing, trading and industrial companies in Peru and around the world. Competition principally involves sales, supply and labor prices, contractual terms and conditions, attracting and retaining qualified personnel and securing the services and supplies we need for our operations. We cannot assure you that competition will not adversely affect us in the future. For example, lower cost producers of the metals we mine could be better positioned to manage future volatility through commodity price cycles. In addition, mines have limited lives and, as a result, we must periodically seek to replace and expand our reserves by increasing exploration expenses or acquiring new properties. Significant competition exists to acquire mining concessions, land and related assets.

Potential changes to international trade regulations and agreements, as well as other political and economic arrangements (including direct or indirect subsidies) may benefit metal producers or traders operating in countries other than where our mining operations are currently located or adversely affect the prices we pay for the supplies we need and our export costs when we engage in international transactions. We cannot assure you that we will be able to compete on the basis of price or other factors with companies that in the future may benefit from favorable regulations, trading or other arrangements or that we will be able to maintain the cost of the supplies we require and our export costs.

Our estimates of reserves and resources may be materially different from mineral quantities we actually recover and we depend on our ability to replenish ore reserves and resources for our long-term viability.

There is a degree of uncertainty attributable to the calculation of mineral reserves and resources. Until reserves are actually mined and processed, the quantity of ore and grades must be considered as estimates only. The proven and probable ore reserves and resources data included in this offering memorandum follow the information management guidelines and international definitions established by the JORC and Canada's NI 43-101 standard, using specialized software, and are estimates prepared under the general supervision of our geology and planning managers in consultation with recognized consultant geologists and engineers, acting as competent persons, based on evaluation methods generally used in the mining industry. This information, however, is not reviewed or audited by independent or external experts. We may be required in the future to revise our reserves and resources estimates and we cannot assure you that our reserves and resources conform to geological, metallurgical or other expectations or that the estimated volume and grade of ore will be recovered. Market prices of our metals, increased production costs, reduced recovery rates, short-term operating factors, royalty taxes and other factors may render proven and probable reserves uneconomic to exploit and may result in revisions of reserves data from time to time. Reserves and resources data are not indicative of future results of operations and are depleted as we mine. We depend on our ability to replenish our ore reserves for our long-term viability. We use several strategies to replenish and increase our ore reserves, including exploration, acquisition of mining concessions and investing in technology that could extend the life of a mine by allowing us to cost-effectively process ore types that were previously considered uneconomic. However, we cannot assure you that we will be able to continue with our strategy to replenish reserves indefinitely.

Our exploration efforts are highly speculative in nature and may be unsuccessful.

Mining exploration is highly speculative in nature, involves many risks and is frequently unsuccessful. Moreover, once mineralization is discovered, it may take a number of years from the initial phases of drilling before production is possible, during which time the economic feasibility of production may change. Substantial expenditures are required to establish proven and probable ore reserves through drilling, to determine processes to extract the metals and, if required, to construct mining and processing facilities and obtaining the rights on the land and resources required to develop the mining activities. We have approximately 268,000 hectares of mining concessions, of which 39.3% are currently being exploited, 4.2% are being explored and 56.5% remain unexploited and unexplored. We cannot assure you that our exploration programs will result in the expansion or replacement of current production with new proven and probable reserves.

Development projects have no operating history upon which to base estimates of proven and probable ore reserves and estimates of future cash operating costs. Estimates are, to a large extent, based upon the interpretation of geological data obtained from drill holes and other sampling techniques, and feasibility studies that derive estimates

of cash operating costs based upon anticipated tonnage and grades of ore to be mined and processed, the configuration of the ore body, expected recovery rates of metal from the ore, comparable facility and equipment operating costs, anticipated climatic conditions and other factors. As a result, actual cash operating costs and economic returns based upon development of proven and probable ore reserves may differ significantly from those originally estimated. Moreover, significant decreases in actual or expected prices may mean reserves, once found, will be uneconomical to mine.

Public health threats could have an adverse effect on the Peruvian economy.

Peru has been and could in the future be adversely affected by the effects of contagious diseases. As true for most economic sectors, the Peruvian mining sector was negatively affected by the COVID-19 pandemic both directly and indirectly, mostly because of public health measures imposed, such as business closings, lockdowns, and restrictions on travel and gatherings, among others, which negatively impacted mining companies as well as their customers, counterparties, employees, supply chain and other stakeholders. The exact ramifications of any future public health threats on the mining sector and on the global and Peruvian economy are difficult to predict. Any of those ramifications, or any future adverse conditions related to public health threats, not yet known, could have a material adverse effect on the Peruvian mining sector or on the Peruvian economy.

Health and safety law, environmental laws and other law and regulations may increase our costs of doing business, restrict our operations, or result in the application of fines, revocation of permits or shutdown of our facilities.

Our exploration, exploitation and processing activities are subject to a number of Peruvian laws and regulations, including relating to health and safety, environmental protection, as well as governmental authorizations and certain industry standards. Additional matters subject to regulation include, but are not limited to, concession fees, transportation, production, water use and discharge, power use, electricity generation and transmission, use, handling and storage of explosives and other hazardous materials, land use rights, housing and other facilities for workers, taxation, labor standards, safety, and occupational health.

We are required to comply with occupational health and safety and environmental laws and regulations in Peru where our operations are subject to periodic inspections by the relevant governmental authorities. These laws and regulations govern, among others: workplace conditions, use of safety equipment, workers insurance coverage, and the handling, storage and disposal of hazardous substances. Compliance with these laws and regulations and new or existing regulations that may be applicable to us in the future could increase our operating costs and adversely affect our financial results of operations and cash flows.

We monitor occupational health and safety and environmental performance and compliance regularly through programs, reports, and activities at our operations. For example, we issue reports according to the Peruvian mining health and safety regulations enacted pursuant to Supreme Decree No. 024-2016-EM, as amended, which regulations include the formation of a committee of security and health in the workplace, producing monthly occupational health and safety statistics, preparing an annual occupational health and safety program, and a training register, among other measures. We also issue reports according to our safety, health, environmental and quality system. These include, among others, a daily report of accidents, a weekly occupational health and safety report, a monthly occupational health and safety newsletter and an annual occupational health and safety plan. Mining is an inherently dangerous activity which involves substantial risks, and both our workers and our contractors' workers are subject to accidents, some of which may result in injuries or death. Accidents are reported to Peruvian authorities as required. Although we believe we comply with these regulations in all material aspects, we cannot assure you that we have been or will be at all times in full compliance with the laws and regulations. Any violation of such laws or regulations could result in substantial fines, criminal sanctions, temporary or permanent shutdown of the affected operations or facilities or the suspension or revocation of authorizations, permits or licenses. Pursuant to certain applicable environmental laws, we could be found liable for all or substantially all of the damages caused by pollution at our current or former facilities or those of our predecessors at disposal sites. We could also be found liable for all incidental damages due to the exposure of individuals to hazardous substances or other environmental damage. We cannot assure you that our costs of complying with current and future environmental and health and safety laws and regulations, and any liabilities arising from past or future releases of, or exposure to, hazardous substances will not materially and adversely affect our business, financial condition, and results of operations.

Furthermore, there is the risk that relevant regulators may impose work stoppages for alleged breaches of operating permits, which we will have to challenge through administrative or judicial actions. The occurrence of any

of these events could delay or halt production, increase production costs and result in financial and regulatory liability for us, which could have a material adverse effect on our business, financial condition, results of operations, prospects or liquidity.

Environmental regulations have become increasingly stringent in Peru and we are required to allocate more time and money to compliance and remediation activities. We expect additional environmental laws and regulations will be enacted over time.

Environmental laws and regulations imposing environmental obligations on the mining industry have been enacted in Peru, and we anticipate additional laws and regulations will be enacted over time. Future changes to environmental laws and regulations could increase the extent of investment and work required to be performed by us in order to comply with our environmental obligations, including, but not limited to, reclamation and remediation activities. Any future regulatory developments and possible increases in compliance costs could materially impact the amounts charged to operations in this regard.

Regulatory and industry response to climate change, restrictions, caps, taxes, or other controls on emissions of greenhouse gases, including controls on emissions of carbon-based fuels, controls on effluents and restrictions on the use of certain substances or materials could significantly increase our operating costs. This could also affect our customers and suppliers. A number of governments or governmental bodies have introduced or are contemplating regulatory changes in response to the potential impacts of climate change. These regulatory initiatives will be either voluntary or mandatory and may impact our operations directly or through our suppliers or customers.

The potential impact of climate change on our operations is highly uncertain and would be particular to the geographic circumstances of our facilities and operations. It may include changes in rainfall patterns, water shortages, changing sea levels, changing storm patterns and intensities, and changing temperatures. These effects may materially and adversely impact the cost, production and financial performance of our operations.

In order to operate, mining operations require an approved environmental certification and a mine closure plan ("PCM"). Both the environmental certification and the PCM may be amended from time to time to account for changes introduced in the mining operation (e.g. due to the inclusion or exclusion of components, the modification of the method of exploitation). Also, the approval process of the environmental certification and its amendments, and other environmental/social compliance documentation, may require arrangement of open hearings with local communities to inform them of the activities to be performed. In such hearings the local communities have the opportunity to voice their opinion and concerns. The National Service of Environmental Certification for Sustainable Investments - SENACE is the entity that approves environmental certifications for the development of medium and large-scale mining projects, while MINEM approves the PCM. In addition, several other environmental, social and regulatory authorizations or permits are required to be obtained from several other governmental entities in order to carry out mining operations.

We cannot assure you that any future projects will be approved or that existing approvals, authorizations, licenses and permits will not be questioned or revoked. Furthermore, we cannot assure you that even if we get the required approvals, licenses, authorizations and permits for any future projects we will not experience opposition from local communities that could impede the development of such projects.

The development of more stringent environmental protection programs in Peru, international conventions and treaties, trade agreements or generally in the industry could impose constraints and additional costs on our operations and require us to make significant capital expenditures in the future. We cannot assure you that future legislative, regulatory, international law, industry, trade or other developments will not have a material adverse effect on our business, properties, operating results, financial condition or prospects.

Our operations depend on our relations and agreements with local communities, and new projects require carrying out a prior consultation procedure.

There are 37 local communities within the direct area of influence of our operations. As of December 31, 2025, we had 78 outstanding agreements, covering most of these communities, which govern the use of land for our operations, our commitments to social investment and productive development programs, as well as local employment arrangements. We also coordinate with regional and local governments for the implementation of infrastructure projects and public services. Our operations depend on the maintenance of our relationships with these local

communities and governmental entities. In the event that these relationships were to deteriorate in the future or the local communities do not comply with the existing agreements or renew them upon expiration, it could have a material adverse effect on our business, properties, operating results, financial condition or prospects. Our ability to obtain permits and approvals and to successfully operate in particular communities or to obtain financing may be adversely impacted by real or perceived detrimental events associated with our activities or those of other mining companies affecting the environment, human health and safety or the surrounding communities. Furthermore, in order to develop new projects on land owned by, or in the possession of, third parties, we need to reach an agreement with such third parties in order to use that land. Our failure to reach such agreements or obtain governmental approvals for our new projects could result in a material adverse effect on our business, properties, operating results, financial condition or prospects.

In addition, Law No. 29785 on the Prior Consultation Right of the Indigenous Population, which was passed on September 7, 2011, based on the International Labor Organization's ("ILO") Convention No. 169, ratified by Peru in 1994, provides that the government shall conduct a prior consultation with the local indigenous population prior to the issuance of new laws, regulations and administrative measures, as well as national and regional plans, programs and projects, that may directly affect such communities, including the commencement of mining activities. Regulations to implement the law were approved by Supreme Decree No. 001-2012-MC, as amended, which became effective on April 4, 2012. The regulations specify the form and circumstances of the required consultation, the manner in which agreements therefrom will be documented, and establish that the consultation process must be carried out within 120 calendar days after the date in which the proposed relevant new law, regulation, administrative measure, national or regional plan, program or project is delivered to the affected indigenous population. Under the law, the applicable Peruvian governmental body responsible for issuing or approving the administrative measure or decree in question, rather than the affected local indigenous community, retains the right to approve or reject the relevant legislative or administrative matter following such consultation. However, to the extent that any future projects operated by us require legislative or administrative measures that impact local indigenous communities, the required prior consultation procedure may result in delays and additional expenses. The failure to obtain support for such new project from the relevant indigenous communities may also lead to situations of social tension, which could have a material adverse effect on our business, properties, operating results, financial condition or prospects. See "*Regulatory Framework*."

Lead pollution and contamination as well as high lead blood levels in children living in communities, around our Cerro de Pasco Unit continue to present a community health risk. Although this contamination was produced prior to our ownership of the mining operations in 1999, and therefore we believe that we do not have any legal liability for the contamination, the risk to community health nonetheless exists. Although the Peruvian government is responsible for the remediation of these liabilities created prior to 1999, we have collaborated with the Peruvian government and other private mining companies in the area as well as the NGO Prisma to address critical lead and pollution-related health concerns in the Cerro de Pasco community, in addition to continuing to ensure the treatment of our authorized discharges, which are monitored by the Peruvian Environmental Evaluation and Enforcement Agency (*Organismo de Evaluación y Supervisión Ambiental* or "OEFA"), with real-time monitoring and the participation in the environmental recovery of the Ragra River basin, led by the Ministry of the Environment ("MINAM"). We also maintain our sustainable commitment by encouraging good health and nutrition practices through awareness-raising programs and medical campaigns in cooperation with local communities. Despite these efforts and our believed lack of legal liability, as the health risk to those communities continues to exist, our image and reputation, as well as our financial results may be impacted by any negative developments on that regard.

We may be adversely affected by labor disputes.

We engage more than 11,183 workers to carry out our operations, of which approximately 31.8% are under direct payroll and approximately 68.2% are from mining service contractor companies. As of March 31, 2026, we had twelve front-line workers unions and one Volcan Workers Union Federation among our direct payroll staff. Front-line workers unions represented approximately 31.8% of direct payroll workers at the Yauli Unit and our Lima headquarters, 4.9% of direct payroll workers in the case of the Cerro de Pasco Unit and 16.6% in the case of the Chungar and the Alpamarca Units. We negotiate collective agreements with the unions annually. These negotiations generally focus on salaries, working conditions and welfare. Although we consider that our relations with employees and contractors are currently positive, we cannot assure you that we will not experience work slowdowns, work stoppages, strikes or other labor disputes in the future, particularly in the context of the annual renegotiation of our

collective agreements, which could have a material adverse effect on our business, financial condition, and results of operations.

Changes in tax laws may increase our tax burden and, as a result, could adversely affect our business, financial condition and results of operations.

The Peruvian government implements changes to tax laws, regulations and the interpretation thereof from time to time. Any such changes may result in increases to our overall tax burden, which would negatively affect our profitability. See "*Regulatory Framework*" and "*Taxation—Peruvian Taxation."* We cannot assure you that the Peruvian government will not implement changes to tax regulations in the future, which could adversely affect our business, financial condition and results of operations.

Our business requires substantial capital expenditures and is subject to financing risks.

Our business is capital intensive. Specifically, the exploration and exploitation of zinc, silver, lead and copper reserves, the mining costs, the maintenance of machinery and equipment and compliance with applicable laws and regulations require substantial capital expenditures. We must continue to invest capital to maintain or to increase the amount of our metal reserves and our production. We expect to invest more than US$700 million over the next three years to sustain and improve our current operations. We depend on our cash flows for maintenance capital expenditures.

In particular, at our Romina project we have determined the existence of important deposits of zinc, lead and silver, with Puagjanca being the most explored area. In surrounding areas, we determined the existence of the Andrea, Adriana and Esperanza deposits. Commissioning of the Romina project started with the production of minerals that are treated at the concentrator plant located in the Alpamarca Unit, and its commercial operation date is scheduled for the end of June 2026. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Capital Expenditures*" and "*Business—Growth Projects*."

We cannot assure you that that we will be able to maintain our production levels or generate sufficient cash flow, capitalize a sufficient amount of our net profit or have access to sufficient investments, loans or other financing alternatives to finance our capital expenditure program at a level necessary to continue our exploration and exploitation activities at or above present levels. In addition, we cannot assure you that any of the existing projects or future projects will be approved or, if approved and executed, that such execution will be completed on schedule, within budget or achieve an adequate return on investment.

Our projects are subject to risks that may result in increased costs or delays that prevent their successful implementation.

We are investing to further increase our production capacity, logistics capabilities and to expand the scope of minerals we produce. Our projects are subject to a number of risks that may materially and adversely affect our growth prospects and profitability, including the following:

- we may encounter delays or higher than expected costs in obtaining the necessary equipment, machinery, materials, supplies, labor or services and in implementing new technologies to develop and operate a project;
- our efforts to develop projects according to schedule may be hampered by a lack of infrastructure, including a reliable power supply;
- we may fail to obtain, or experience delays or higher than expected costs in obtaining, the required agreements, authorizations, licenses and permits to develop a project, including the prior consultation procedure and agreements with local communities;
- changes in market conditions or regulations may make a project less profitable than expected at the time we initiated work on it;
- adverse mining conditions may delay and hamper our ability to produce the expected quantities and qualities of minerals;
- pandemics and other public health events may delay implementation and hinder profitability of projects; and

- conflicts with local communities and/or strikes or other labor disputes may delay the implementation or the development of projects.

The mining business is subject to inherent risks, some of which are not completely insurable.

The business of mining zinc, silver, lead, copper and other minerals is generally subject to a number of risks and hazards. Hazards associated with open pit mining operations include flooding of the open pit, collapse of the open pit wall, accidents associated with the operation of large open pit mining and rock transportation equipment or with the preparation and ignition of large scale open pit blasting operations, production disruptions due to causes such as adverse weather conditions and hazards associated with air pollution, the disposal of tailings, hazardous substances and materials and mineralized waste water, such as groundwater and waterway contamination. Hazards associated with underground mining operations include underground fires and explosions, including those caused by flammable gas, gas and coal outbursts, cave ins or falls of ground, fall of rocks, tunnel collapse, lack of oxygen, air pollution, discharges of tailings, hazardous substances and materials, gases and toxic chemicals, flooding, sinkhole formation and ground subsidence, other accidents and conditions resulting from underground mining, such as drilling, blasting, removing and processing material.

Such occurrences could result in damage to, or destruction of, our properties or production facilities, third party property, human exposure to pollution, personal injury or death, environmental and natural resource damage or contamination, delays in mining, monetary losses, reputational damage and legal liability. We maintain insurance policies in accordance with mining industry standards, and in amounts that we believe to be adequate, but which may not provide complete coverage in certain circumstances. Insurance against certain risks (including certain liabilities for environmental contamination and other hazards as a result of exploration and production) is not generally available or is uneconomical to afford.

We may be materially and adversely affected by challenges relating to slope and tunnel stability.

Our open-pit and underground mines get deeper and our waste and tailings deposits increase in size as we continue with our mining activities, presenting certain geotechnical challenges including the possibility of slope and tunnel failure. If we are required to decrease pit or waste or tailings deposit slope angles, provide additional road access, reinforce tunnels or take additional actions to prevent such a failure, we could incur additional expenses and our operations and stated reserves could be negatively affected. We have taken actions in order to maintain the stability of slopes and tunnels, but additional action may be required in the future. Unexpected failure or additional requirements to prevent slope and tunnel failure may materially and adversely affect our costs, the results of our operations and financial condition, as well as have the effect of diminishing our stated ore reserves.

Natural disasters could damage our facilities.

Natural disasters continue to pose a significant threat to mining and production facilities, as well as to general infrastructure in Peru. The central Andes region, where the mines are located, is particularly susceptible to earthquakes, landslides, and floods. In 2023, the weather phenomenon known as “El Niño” caused heavy rains and floods in several regions of the country, leading to a 1.1% reduction in the Peruvian GDP. Mining operations in the north and center of the country were affected by floods and landslides, which caused production disruptions and damage to infrastructure. According to publicly available reports, the next instance, “El Niño Costero,” may commence as early as May 2026 and potentially extend through February 2027. We have implemented procedures to assess, manage and remediate any related risks that may arise, such as the construction of emergency spillways and additional storage capacity at our tailings storage facilities, emergency response simulations, and the continuous monitoring of access routes to our operations. However, we cannot assure you that these measures will be effective or adequate to prevent adverse impacts on our business and operations. As of the date of this offering memorandum, our operations have not yet experienced any material impacts attributable to El Niño Costero; however, there can be no assurance that our operations will not be materially affected in the future by El Niño Costero or by other natural climate patterns or disasters. Any such impacts could materially and adversely affect our ability to conduct our operations and, as a result, reduce our future operating results.

The most common consequences of natural disasters on mining operations are damage to infrastructure, supply chain disruptions, increased operating costs and impact on workers safety and health.

We could be subject to information technology system failures, network disruptions, and breaches in data security which could negatively affect our business, financial position, results of operations, and cash flows.

As dependence on digital technologies is expanding, cyber incidents, including deliberate attacks or unintentional events have been increasing worldwide. Computers and telecommunication systems are used to conduct our exploration, development and production activities and have become an integral part of our business. We use these systems to analyze and store financial and operating data, as well as to support our internal communications and interactions with business partners. Cyber-attacks could compromise our computer and telecommunications systems and result in additional costs as well as disruptions to our business operations or the loss of our data. A cyber-attack involving our information systems and related infrastructure, or those of our business partners, could disrupt our business and negatively impact our operations in a variety of ways, such as, among others:

- an attack on the computers which control our mining operations could cause a temporary interruption of our production;
- a cyber-attack on our accounting or accounts payable systems could expose us to liability to employees and third parties if their sensitive personal information is obtained;
- possible loss of material information, which in turn could delay productive processes and selling efforts, causing economic losses; or
- a cyber-attack on a service provider could result in supply chain disruptions, which could delay or halt our major development projects.

During the initial months of the COVID-19 pandemic in 2020, there was exponential growth in deliberate attacks on our information technology systems. In particular, our email platform suffered several phishing attacks. All attacks have been associated with increased risks such as identity fraud and theft of user credentials. We took the following actions to mitigate the increased risks:

- Implemented multifactor authentication on all our email accounts;
- Enhanced password security by requesting a combination of uppercase, lowercase and special characters;
- Contracted a specialized security service to provide 24-hour management and monitoring of our perimeter security architecture through different security- and cyber-intelligence tools; and
- Implemented an encryption system for all users to increase the security of stored information from theft or loss of the equipment;

On March 29, 2025, Supreme Decree 016-2024-JUS - Regulations of Personal Data Protection Law (*Reglamento de la Ley de Protección de Datos Personales*) came into effect and established a notification obligation for any breach of security that results in the destruction, loss, unlawful alteration of personal data, or unauthorized communication or exposure of such data ("personal data security incident"); which results in the exposure of large volumes of data in terms of quantity or type of data, or which may affect a large number of people, or which involves sensitive data, or in which case there is clear harm to other rights or freedoms of the data subject. We are obligated to report any such breach to the Peruvian data protection authority within 48 hours after we become aware of such incident.

Moreover, if the personal data security incident affects other rights of the data subjects, we are obliged to inform said data subjects within 48 hours, along with the measures adopted to mitigate its effects, unless such impact has not occurred and the personal data security incident has been fully resolved by the measures adopted.

Since 2020, we have not been the victim of any further cyber-attacks which have resulted in the loss of any confidential data, damage or reputational harm. However, we cannot offer any assurance that we will not suffer similar cybersecurity breaches in the future, which could have a material adverse effect on our business and reputation and expose us to increased liability.

Deliveries under our sales agreements may be suspended or cancelled by our customers in certain cases.

Under our sales agreements, our customers may suspend or cancel delivery of our products in some cases, such as force majeure. Events of force majeure under these agreements generally include, among others, acts of god, strikes, fires, floods, wars, government actions or other events that are beyond the control of the parties. Any suspension or cancellation by our customers of deliveries under our sales contracts that are not replaced by deliveries

under new contracts would reduce our cash flow and could materially and adversely affect our financial condition and results of operations.

Interruptions of energy supply or increases in energy costs and other production costs may materially and adversely affect our results of operations.

We require substantial amounts of electricity for our operations. Electricity purchase costs constituted approximately 12% of our total costs in both 2024 and 2025. We obtain the necessary electric power for the operation of our equipment and facilities from (i) our own hydroelectric power plants which cover approximately 18-20% of our total electricity requirements (a percentage that will not be affected by any ongoing or contemplated sale of non-core assets since they do not provide energy to our operations) and (ii) third parties through electricity supply contracts. We also have some small thermoelectric generators as backups. In 2024, we entered into a long-term electricity supply contract with Fenix Power Perú S.A. which will expire on December 31, 2033. In the event of any interruption or failure of our sources of electricity or in transmission lines or in any part of the grid (*Sistema Eléctrico Interconectado Nacionial del Perú*, or "SEIN"), we cannot assure you that we will have access to other energy sources at the same prices and conditions, which could materially and adversely affect our results of operations and have a material adverse effect on our business, financial condition and result of operations.

The prices for and availability of energy resources may be subject to change or reduction, respectively, due to, among other things, new laws or regulations, imposition of new taxes or tariffs, supply interruptions, equipment damage, worldwide price levels and market conditions. We thus cannot assure you that prices will not increase in the future. In addition, in 2025, thermoelectric generation with gas represented approximately 35.2% of total energy production in Peru. Consequently, energy prices are highly correlated with gas prices. Disruptions in energy supply or increases in costs of energy resources or increases of other production costs could have a material adverse effect on our financial condition and results of operations.

Shortages of water supply, critical spare parts, maintenance service and new equipment and machinery may materially and adversely affect our operations and development projects.

Our mining operations require significant quantities of water for mining, ore processing and related support facilities. We obtain the majority of the water we use for our operations pursuant to licenses granted for an indefinite period by the Peruvian National Water Authority (*Autoridad Nacional del Agua* or "ANA") for the extraction of groundwater through our own wells, which are generally granted on the basis of hydrological studies of the existing and projected water supply. Although each operation currently has access to sufficient water resources to cover its operational demands, the termination of some or all water resources, failure in the water supply infrastructure, or the loss of some or all water supply contracts or relevant rights in relation to any of our mines or operations, in whole or in part, or shortages of water could require us to curtail or shut down operations and could prevent us from pursuing expansion opportunities.

Water rights, including licenses, may be terminated by water administrative authorities under certain circumstances, including: (i) titleholder's forfeiture; (ii) lapsing (*caducidad*), which may occur upon, among other causes, failure to exercise the right for two consecutive years or for a total of two years within a five-year period, in both cases without justification and provided such failure is attributable to the titleholder; or (iii) revocation (*revocación*), which may occur upon, among other causes, the failure to pay two consecutive installments of the applicable water use fee (*retribución económica*), upon the use of water without prior authorization for a purpose other than that for which the right was granted, or upon two sanctions for serious infractions. In addition, the administrative act granting a water right may be declared null and void by the *Tribunal Nacional de Resolución de Controversias Hídricas*. According to Peruvian law, authorities may grant temporary water rights, as well as rights for indefinite periods such as those licenses granted to us as on the date hereof, subject to the compliance of certain legal conditions related to the permitted use of the water. Peruvian law establishes that the granting of water rights is subject to the purpose for which would be granted and fluctuations in the availability of water. Water resources must be used efficiently without adversely affecting its quality or the environment, prioritizing primary use (such as water for food preparation, human direct consumption and personal hygiene) and rights for the use of water previously granted.

The available water supply may be adversely affected by shortages or changes in governmental regulations. We cannot assure you that water will be available in sufficient quantities to meet our future production needs or will prove sufficient to meet our water supply needs. In addition, we cannot assure you that our existing licenses related

to water rights will be maintained. A reduction of our water supply could materially and adversely affect our business, results of operations, financial condition and ability to repay the Notes.

In addition to water and energy, our mining operations require intensive use of equipment and machinery. Shortage in the supply of key spare parts or adequate maintenance service or new equipment and machinery to replace old ones and cover expansion requirements could materially and adversely affect our operations and development projects.

Our financial condition and results of operations may be materially and adversely affected by currency exchange rate fluctuations.

The U.S. dollar is our functional currency and our revenues are primarily denominated in U.S. dollars. However, portions of our operating costs are denominated in soles. Accordingly, when inflation in Peru increases without a corresponding devaluation of the sol, our financial position, results of operations and cash flows could be materially and adversely affected. For the three months ended March 31, 2026, approximately 37% of our costs were denominated in soles. These costs mainly include electricity, labor, maintenance, local contractors and fuel. To manage the volatility related to the risk of currency rate fluctuations, we have entered into forward exchange contracts in the past and could use them again in the future. We cannot assure you, however, that currency fluctuations will not have an impact on our financial condition and results of operations.

We engage in hedging activity to reduce the risk associated with metal price volatility, which may not be successful and may result in losses to us.

We currently use metal commodity futures to reduce the risk associated with metal price volatility. In addition, we have used in the past and could use in the future foreign currency forwards to mitigate the risk related to our U.S. dollar revenues and certain payments we make in soles. The net result of hedging operations in the income statement was a loss of US$0.1 million in 2024, loss of US$24.2 million in 2025, and loss of US$49.3 million in the first three months of 2026.

Our hedging activities could cause us to lose the benefit of an increase in the prices of the metals we produce if they increase over the level of hedge positions. The cash flows from and the mark-to-market values of our production hedges can be affected by factors such as the volatility of the market price of metals, which are not under our control.

Our hedging agreements contain events of default and termination events that could lead to early close-outs of our hedges such as failure to pay, breach of the agreement, misrepresentation, default under our loans or other hedging agreements and bankruptcy. In the event of an early termination of our hedging agreements, the relevant hedge positions would be settled at that time. In that event, there could be a lump sum payment to be made either to or by us. The magnitude and direction of such a payment would depend upon, among other things, the characteristics of the particular hedge instruments that were terminated and the relevant market prices at the time of termination. See Note 32 to our audited consolidated financial statements and Note 4 to our unaudited interim condensed consolidated financial statements for further information on our hedging activity.

The nature of our business includes risks related to litigation and administrative proceedings that could materially and adversely affect our business and financial performance in the event of an unfavorable ruling.

The nature of our business exposes us to litigation relating to labor, environmental, health and safety matters, regulatory, tax and administrative proceedings, governmental investigations, tort claims and contract disputes, criminal prosecution, among other matters. While we contest these matters vigorously and make insurance claims when appropriate, litigation and other proceedings are inherently costly and unpredictable, making it difficult to accurately estimate the outcome of actual or potential litigation or proceedings. Although we establish provisions as we deem necessary, the amounts that we reserve could vary significantly from any amounts we actually pay due to the inherent uncertainties in the estimation process. We cannot assure you that these or other legal proceedings will not have a material adverse effect on our ability to conduct our business, financial condition and results of operations in the event of an unfavorable ruling.

Our concessions may be terminated or not renewed by governmental authorities.

Under Peruvian law, mineral resources belong to the state and government concessions are required to explore for or exploit mineral reserves. Our mining rights derive from concessions granted by the Geological, Mining and Metallurgical Institute (*Instituto Geológico Minero y Metalúrgico*, or "INGEMMET") for our exploration and exploitation activities, while our ore processing concessions have been granted by the General Directorate of Mining of MINEM (*Dirección General de Minería* or "DGM"). A concessionaire (concession holder) needs to comply, on an annual basis, with two key obligations to maintain the mining concessions in good standing: (i) paying the applicable validity fees (*derecho de vigencia*), and (ii) achieving a minimum annual production established by law or paying an annual production penalty (*penalidad*). Failure to pay the applicable validity fees or annual production penalties for two years, whether consecutive or not, will result in the forfeiture (*caducidad*) of the mining concession. A failure to achieve the minimum production level within thirty years of the granting of the title to the concessions, or from January 1, 2009 for historical concessions, will also result in the forfeiture of the mining concession. Any such forfeiture could have a material adverse effect on our operations, financial condition or prospects. See "*Regulatory Framework*."

In addition, we have been granted power generation and transmission concessions and authorizations under the Electricity Concessions Law (*Ley de Concesiones Eléctricas*), Law Decree No. 25844 (the "Electricity Concessions Law") and its regulations. Failure to comply with the obligations set forth by the Electricity Concessions Law and its regulations to maintain the concessions and authorizations in good standing may result in their termination, which could have a material adverse effect on our operations, financial condition or prospects. See "*Regulatory Framework*."

Transition Metals exercises control over our affairs and policies and its interests may be different from yours.

Transition Metals AG ("Transition Metals"), a subsidiary of the Argentinian investment vehicle Integra Capital Business S.A. ("Integra Business"), owns 55.03% of our Class A voting shares (which represents 22.05% of our total capital stock), granting Transition Metals control over the Company. We cannot assure you that the interests of Transition Metals or Integra Business will not conflict with yours. Transition Metals has the ability to determine the outcome of substantially all matters submitted for a vote to our shareholders and thus exercises control over our business policies and affairs, including the following:

- the appointment of the majority of our board of directors and, as a result, most determinations of our board with respect to our business direction and policy, including the appointment and removal of our officers;
- decisions with respect to acquisitions, sales and dispositions of assets;
- whether dividends are paid or other distributions are made and the amount of any dividends or other distributions; and
- the amount of debt financing that we incur.

See "*Management*" and "*Principal Shareholders and Description of Share Capital*."

We depend on key managers.

Our success depends largely on the efforts and strategic visions of our executive management teams and board of directors. The loss of key managers and members of our board of directors, or our inability to attract and retain qualified management personnel could materially and adversely affect the success of our operations. We cannot assure you that we will be able to attract and retain qualified management personnel on acceptable terms.

Any acquisitions we make may not be successful; we may make future acquisitions and dispositions that may not achieve expected benefits.

In the late 1990s, we acquired several mining operations including Mahr Tunel S.A., Empresa Minera Paragsha, Compañía Minera Chungar and Vinchos, to expand and consolidate our operations. We regularly consider and evaluate opportunities to acquire mining assets, companies and operations. We may choose to finance these acquisitions through our cash flow, borrowings or the issuance of additional securities. There can be no assurance that we will be able to successfully integrate any acquired assets, companies or operations. In addition, any additional

debt we incur to finance an acquisition may materially and adversely affect our financial position and results of operations.

In the future, we may decide to expand our business by acquiring other companies in Peru or abroad in order to diversify our existing portfolio of products and services and expand our geographic footprint, or alternatively, contract our business by disposing some of our assets. Any future acquisitions and dispositions will depend on our ability to identify suitable candidates or buyers, negotiate acceptable terms, and obtain financing in the case of acquisitions. If future acquisitions or dispositions are significant, they could change the scale of our business and expose us to new geographic, political, operating, and financial risks. In addition, each transaction involves a number of risks, such as the diversion of our management's attention from our existing business, possible adverse effects on our results of operations, our inability to achieve the intended objectives of the transaction and potential unknown liabilities associated with the acquired assets.

We may be liable for labor benefits to individuals employed by third party contractors.

We currently have over 3.5 thousand employees. In addition, we engage services from over 7.5 thousand individuals employed by third party contractors. Under Peruvian law, outsourcing of employees from third party contractors is permitted as long as certain requirements are met. To the extent that such requirements are not met, the outsourced company may be jointly liable for all mandatory employment benefits, salaries and social security contributions and, thus, may be required to pay workers used under an outsourcing scheme salaries, social security contributions and profit sharing benefits as if they were employed directly by the outsourced company. Although we believe that we are in material compliance with Peruvian labor laws, we cannot assure you that any legal proceedings initiated by outsourced employees against us will be resolved in our favor and that we will not be liable for any mandatory employment benefits or for profit sharing benefits. See "*Regulatory Framework—Labor Regulations*" and "*—Outsourcing*."

Risks Relating to Peru

Our growth and profitability depend on economic, social and political stability in Peru and other emerging markets.

Substantially all of our revenues are derived from our operations in Peru. Accordingly, our results of operations and general financial condition depend in part on Peruvian markets for labor and certain services, materials, supplies, machinery and equipment, and on factors relating to Peruvian economic, social and political stability generally.

Our financial condition and results of operations could be affected by changes in economic conditions (both domestic and international), policies of the Peruvian government (which has exercised and continues to exercise substantial influence over many aspects of the private sector) and by other economic and political developments in Peru, including devaluation, currency exchange controls, limits on interest rates, seizure of private property, financial regulation, inflation, economic downturns, corruption scandals, social unrest and terrorism, among others.

Historically, Peru's GDP growth rates and external surplus, reflect, in part, the strength of Peru's economic fundamentals. However, ongoing deterioration of the global economy, rising inflation and fluctuation of commodity prices may adversely affect Peru's economy. In addition, an economic contraction or weak economic growth in Peru's trading partners may have an adverse effect on Peru's economy. Despite Peru's ongoing economic growth and stabilization, social and political tensions and high levels of poverty and unemployment continue. In recent years, different regions in Peru (including La Oroya in the central region and Arequipa, Apurimac and Cuzco in the south) have experienced strikes and protests related mainly to the environmental impact of metallic mining activities, resulting in political tensions and commercial disruptions in that area. Future government policies in response to social unrest could include increased taxation, restrictions on the ability of companies to dismiss employees, the prohibition to repatriate profits, and other measures intended to address local communities' demands. These policies could materially and adversely affect the Peruvian economy and, as a result, our business, cash flows, financial condition and results of operations. The combination of these factors may be exacerbated by political events, which may lead to intensified economic, social and/or political crises, sparking a wave of protests and social unrest.

Furthermore, Peru has experienced significant political instability since 2018, including a series of government institutional crises driven by investigations and allegations of corruption and political confrontation, which have resulted in multiple impeachment proceedings, presidential removals, resignations and a shutdown of the

Peruvian Congress. In 2021, Pedro Castillo was elected president but was impeached and arrested in December 2022 after attempting to dissolve Congress, and was subsequently sentenced in November 2025 to 11 years and five months in prison for conspiracy and rebellion. His successor, Vice President Dina Boluarte, was herself impeached and removed by Congress on October 10, 2025, for "permanent moral incapacity" following months of political confrontation related to the inaction of the government against a surge in criminal violence and investigations into alleged misconducts of Boluarte and her administration. Pursuant to constitutional succession rules, Congress President José Enrique Jerí Oré assumed the presidency but was removed on February 17, 2026, following a scandal involving undisclosed meetings, making him the third consecutive president ousted by Congress. On February 18, 2026, Congress elected José María Balcázar of the *Peru Libre* party as interim president to serve until July 28, 2026. These successive removals have further heightened political uncertainty and deepened public distrust of Peru's governing institutions.

Peru's most recent presidential election for the 2026-2031 term took place in April 2026. Official results from the National Office of Electoral Processes (*Oficina Nacional de Procesos Electorales*, or the "ONPE") have indicated that Keiko Sofia Fujimori Higuchi (*Fuerza Popular*) led with approximately 17% of valid votes, followed by Roberto Sánchez Palomino (*Juntos por el Perú*) with approximately 12%. The presidential runoff between them was held on June 7, 2026, and its final outcome is outstanding as of the date of this offering memorandum. The tallies show an extremely tight race in which whoever wins will do so by a minimal margin. Final results remain subject to completion of the official count and to the resolution by the electoral authorities (*Jurados Electorales Especiales* and the *Jurado Nacional de Elecciones*, or "JNE") of the challenges to more than 1,600 tally sheets, after which the JNE shall proclaim the final results. This process could extend for several weeks after the election date and the proclaimed winner will be sworn in on July 28, 2026. We cannot predict the outcome of the election, the timing of the official proclamation, or the policies that the incoming administration may adopt, and any resulting political uncertainty could adversely affect economic conditions in Peru and, consequently, our business, financial condition and results of operations.

Peru has experienced several past administrations that directly intervened in Peru's economy and social structure, promoted constitutional reforms and implemented measures, such as controls on prices, exchange rates, local and foreign investment and international trade, restricted the ability of companies to dismiss employees, expropriated private sector assets and prohibited the remittance of profits to foreign investors. We cannot assure you that the administration that takes office following the ongoing electoral process will not adopt similar interventionist policies or otherwise pursue significant changes to the current legal and regulatory framework, including with respect to natural resources and the mining sector. Such political uncertainty, and any future policies that might be implemented by the next administration, could impact interest rates and currency volatility, as well as adversely and materially affect the Peruvian economy, which could have a material adverse effect on our business, financial condition or results of operations. See "*—The re-implementation of certain laws by the Peruvian government, most notably restrictive exchange rate policies, could have an adverse effect on our business, financial condition or results of operations*." The final outcome of the June 7, 2026 presidential runoff, once known—and the policy orientation of the incoming administration—could significantly affect the Peruvian economy, investor confidence, and the regulatory environment in which we operate.

Political uncertainty may adversely affect our business, financial condition and results of operations.

Peru has experienced acute political instability in recent years, with three successive presidents removed from office by Congress since 2022. On October 10, 2025, President Dina Boluarte was impeached and removed from office for "permanent moral incapacity" following political confrontation related to government inaction against a surge in criminal violence and investigations into alleged misconducts during her administration. The President of the Congress, José Enrique Jerí Oré, assumed the office of the presidency pursuant to the constitutional rules of presidential succession. Under Peru's constitutional framework, the interim president can be replaced if Congress approves a vote of no confidence (*moción de censura*) against the Directive Board (*Mesa Directiva*) of Congress, in which case the President of the new Directive Board shall assume the office of the presidency. On February 17, 2026, Jerí was removed by Congress following a scandal involving undisclosed meetings, making him the third consecutive president ousted by Congress. On February 18, 2026, Congress elected José María Balcázar of the Peru Libre party as interim president to serve until July 28, 2026.

General elections were held in Peru on April 12 and April 13, 2026, to elect a new President, a Senate and a Chamber of Deputies for a five-year term. A record 35 presidential candidates competed in the first round, reflecting significant political fragmentation. Official results from the ONPE have indicated that Keiko Sofia Fujimori Higuchi

(*Fuerza Popular*) led with approximately 17% of valid votes, followed by Roberto Sánchez Palomino (*Juntos por el Perú*) with approximately 12%. The presidential runoff was held on June 7, 2026, and its outcome is outstanding as of the date of this offering memorandum. The tallies show an extremely tight race in which whoever wins will do so by a minimal margin. Final results remain subject to completion of the official count and to the resolution by the electoral authorities (*Jurados Electorales Especiales* and the JNE) of the challenges to more than 1,600 tally sheets, after which the JNE shall proclaim the final results. The winner of the runoff will be sworn in on July 28, 2026. The authorities to be elected will be entitled to enact, amend or repeal laws and regulations that may apply to us. We cannot assure you that new authorities will not enact, amend or repeal laws and regulations currently applicable to us or our business in a manner that could further adversely affect our business, our financial performance or the trading price of the Notes.

In the past, the possibility of a political outsider or a radical leftist candidate being elected President has been a source of political instability in Peru and has generated negative economic consequences. Increased political turmoil or an electoral victory by a Presidential candidate perceived to favor governmental intervention in the economy may have an adverse effect on investors' perception of the country's risk. Additionally, any newly elected President and the controlling party of the Senate or the Chamber of Deputies could be from different political parties, or there could even be no outright majority in either chamber, situations that could lead to fragmented forums which may adversely affect the Peruvian government's ability to pass legislation to implement policies or address economic or social challenges.

Any changes in Peruvian political stability or the Peruvian Government's economic policies may have a negative effect on our business, financial condition and results of operations.

The market volatility generated by distortions in the international financial markets may affect the Peruvian capital markets.

Global financial disruptions—including the COVID-19 pandemic, the 2023 bank failures in the United States and the emergency sale of Credit Suisse, escalating geopolitical conflicts, persistent inflationary pressures, shifts in major central banks' monetary policies, and heightened international trade policy uncertainty—have adversely affected and increased the volatility of international financial markets, including the Lima Stock Exchange. The Lima Stock Exchange was downgraded from an "emerging market" to a "frontier market" in September 2020, which may continue to reduce foreign institutional investment flows and adversely affect trading activity and liquidity in the Peruvian capital markets.

In recent years, the Lima Stock Exchange has experienced increased participation from local and international retail investors who react rapidly to developments in international markets. The general index of the Lima Stock Exchange increased by 1.0% in 2022, by 21.7% in 2023, by 11.6% in 2024, by 44.0% in 2025 and by 20.8% in the three months ended March 31, 2026. However, these gains may not be sustained. Renewed volatility in international markets—whether arising from trade disputes, commodity price fluctuations, sovereign debt concerns, shifts in global capital flows, or other macroeconomic developments—may adversely affect the Peruvian capital markets and could therefore impair our ability to raise funds from local capital markets at levels necessary to fund our operations.

The re-implementation of certain laws by the Peruvian government, most notably restrictive exchange rate policies, could have an adverse effect on our business, financial condition and results of operations.

Since 1991, the Peruvian economy has undergone a major transformation from a highly protected and regulated system to a free-market economy. During this period, protectionist and interventionist laws and policies have been gradually dismantled to create a liberal economy led by the private sector and market conditions. The Peruvian economy has generally performed well under these policies. GDP has grown at an average annual rate of over 4.26% during the period from 2000 to June 2025, though only grew at an average annual rate of 1.3% from 2020 to 2024, according to the Peruvian Central Bank. Currency exchange controls and restrictions on remittances of profits, dividends and royalties have ceased. Prior to 1991, Peru exercised control over the foreign currency exchange markets by imposing multiple exchange rates and placing restrictions on the possession and use of foreign currencies. In 1991, the Peruvian government eliminated all foreign currency exchange controls and unified exchange rates. Currently, foreign currency exchange rates are determined by market conditions, with regular purchases of U.S. dollars in the local market by the Peruvian Central Bank in order to reduce volatility in the value of the sol.

In the future, the Peruvian government may institute restrictive exchange rate policies and restrictions on remittances of profits, dividends and royalties. Any such policies could affect our ability to engage in foreign currency exchange activities, and could also have a material adverse effect on our business, results of operations, financial condition and ability to repay the Notes.

Peru has different corporate disclosure rules than holders may be familiar with in other markets.

The securities laws and regulations in Peru have as a principal objective promoting disclosure of all material corporate information to the public. Peruvian disclosure requirements, however, differ from those in the United States and other jurisdictions in some important respects. In addition, although Peruvian law imposes restrictions on insider trading and price manipulation, applicable Peruvian laws are different from those in the United States and other countries, and in certain respects the Peruvian securities markets are not as highly regulated and supervised as the securities markets in other jurisdictions.

The perception of higher risk in other emerging economies may materially and adversely affect the Peruvian economy, our business and the market price of securities issued by Peruvian issuers, including the Notes.

Emerging markets like Peru are subject to greater risks than more developed markets, and financial turmoil in any emerging market could disrupt business in Peru and adversely affect the price of the Notes. Moreover, financial turmoil in any important emerging market country may materially and adversely affect prices in stock markets and prices for debt securities of issuers in other emerging market countries as investors move their money to more stable, developed markets. An increase in the perceived risks associated with investing in emerging markets could dampen capital flows to Peru and materially and adversely affect the Peruvian economy in general, and the interest of investors in our Notes, in particular. We cannot assure you that investors' interest in Peru, and in our Notes, will not be materially and adversely affected by events in other emerging markets or the global economy in general.

Increased inflation in Peru could have an adverse effect on the Peruvian economy and, therefore, on our financial condition and results of operations.

The Peruvian Central Bank, which sets the Peruvian reference interest rate, may increase or decrease the reference interest rate to control inflation or reduce borrowing costs in recessive periods. The Peruvian inflation rate for the last ten years has been generally controlled with a peak of 7.92%, in 2022 after the COVID-19 pandemic, but has normalized to a rate of 1.51% in 2025, within the Peruvian Central Bank target levels. However, a return to a high inflation environment that Peru had in the past would undermine Peru's foreign competitiveness, with negative effects on the level of economic activity and employment, while increasing our operating costs and adversely impacting our operating margins.

Corruption and ongoing high profile corruption investigations may hinder the growth of the Peruvian economy and have a negative impact on our business and operations.

In recent years, corruption scandals have taken place in the majority of Peruvian public institutions, with the involvement of political authorities at municipal, regional and national government levels, and former government officials have been detained. In the first quarter of 2024, the Peruvian prosecutor's office initiated preliminary investigations against former President Dina Boluarte for her alleged irregular possession of a collection of luxury watches and jewelry, which culminated in her impeachment and removal on October 10, 2025. In addition, further developments have occurred in relation to criminal judicial procedures against three former Presidents of Peru. Alejandro Toledo Manrique was convicted twice (in first instance) to 20 and 13 years in prison, Ollanta Humala Tasso was convicted (in first instance) to 15 years in prison, and Martin Vizcarra Cornejo was convicted (in first instance) to 14 years in prison. These investigations have resulted in suspension or delay of infrastructure projects and adversely affected economic growth in Peru.

We cannot predict how these or future corruption scandals or investigations may affect the Peruvian economy, hinder the growth of the Peruvian economy and indirectly have a material adverse effect on our business, financial condition and results of operations.

The laws of Peru related to anti-bribery and anti-corruption are still developing and could be less stringent than those of other jurisdictions, and our risk management and internal controls may not be successful in preventing or detecting all violations of law or of company-wide policies.

Our business is subject to a significant number of laws, rules and regulations, including those relating to anti-bribery and anti-corruption. However, the Peruvian regulatory regime related to anti-bribery and anti-corruption legislation is still developing and could be less stringent than anti-bribery and anti-corruption legislation which has been implemented in other jurisdictions.

We have implemented a compliance program in order to prevent acts of bribery, corruption, money laundering and other related criminal actions within our institution, in accordance with the requirements of Law No. 30424, as amended, and its regulations. However, our existing compliance processes and internal control systems may not be sufficient to prevent or detect all inappropriate practices, fraud or violations of law by our partners, employees, contractors, agents, officers or any other persons with whom we conduct business or who do so on our behalf. We may discover in the future instances where we fail to comply with applicable laws and regulations or internal controls. If any of our partners, employees, contractors, agents, officers or other persons with whom we conduct business engage in fraudulent, corrupt or other improper or unethical business practices or otherwise violate applicable laws, regulations or our own internal compliance systems, we could become subject to one or more enforcement actions by Peruvian or foreign authorities (including the U.S. Department of Justice) or otherwise be found to be in violation of such laws, which may result in penalties, fines and sanctions and in turn adversely affect our reputation, business, financial condition and results of operations.

Risks Relating to the Notes and the Guarantees

Our substantial indebtedness may make it difficult for us to service our debt, and to operate our businesses.

We have, and will continue to have, a significant amount of indebtedness. As of March 31, 2026, after excluding intercompany balances and intercompany guarantees and excluding interest and fees, we had US$809.2 million of outstanding consolidated indebtedness of which US$785.3 million was secured indebtedness (in each case, without incorporating the effects of measurement at amortized cost under IFRS). We anticipate that our substantial indebtedness will continue for the foreseeable future. Our substantial indebtedness may have important negative consequences for you, including:

- making it more difficult for us to satisfy our obligations with respect to our debt;
- requiring that a substantial portion of the cash flow from operations of our operating subsidiaries be dedicated to debt service obligations, thus reducing the availability of cash flow to fund internal growth through working capital and capital expenditures and for other general corporate purposes;
- increasing our vulnerability to economic downturns in our industry;
- exposing us to interest rate increases;
- limiting our flexibility in planning for or reacting to changes in our business and our industry;
- restricting us from pursuing strategic acquisitions or exploiting certain business opportunities;
- limiting, among other things, our ability to borrow additional funds or raise equity capital in the future and increasing the costs of such additional financings; and
- placing us at a competitive disadvantage compared to our competitors that have less debt.

In the event of significant and/or sustained financial difficulties, there is no guarantee that we would continue to be able to meet all of our debt service obligations. Any inability to meet such debt service obligations could result in insolvency proceedings or reorganization and investors could lose all or a significant portion of their investment.

Despite our current substantial indebtedness, we may be able to incur substantially more debt, which could further exacerbate the risks of our indebtedness.

Subject to the restrictions in the indenture governing the Notes and in other instruments governing our debt, such as the Existing 2030 Notes Indenture and the Collateral Documents (each, as defined below), we and our subsidiaries may be able to incur substantial additional debt in the future. Although the terms of the indenture governing the Notes and in other instruments governing our debt, such as the Existing 2030 Notes Indenture and the Collateral Documents, contain restrictions on the incurrence of additional debt, these restrictions are subject to a number of significant qualifications and exceptions, and debt incurred in compliance with these restrictions could be substantial. To the extent new debt is added to our current debt levels, the substantial leverage-related risks described above would increase. For example, we would be required to use a portion of future cash flow from operating activities to service the principal and interest payments on such indebtedness, which will reduce the funds available for operations, including capital investments and business expenses.

In addition, we may be able to incur additional debt that ranks on an equal and ratable basis with the Notes, and the holders of that debt will be entitled to share ratably with the holders of the Notes in any proceeds distributed in connection with an insolvency, liquidation, reorganization, dissolution or other winding-up of us subject to satisfaction of certain debt limitations. We may also incur additional debt that could mature prior to the Notes. This may have the effect of reducing the amount of proceeds available to be paid to you. Any such additional debt could further exacerbate the risks of our indebtedness. See "*Description of Notes—Covenants—Limitation on Liens*."

The Notes will be structurally subordinated to the indebtedness and other liabilities of certain of our present and future subsidiaries that do not become guarantors, and to indebtedness secured by assets other than Collateral, to the extent of the value of such assets.

The Notes are not guaranteed by all of our present subsidiaries and may not be guaranteed by all of our future subsidiaries and therefore will be structurally subordinated to the outstanding indebtedness and other liabilities of certain of our present and future subsidiaries that do not become guarantors. If one of our subsidiaries who is not a guarantor were to be liquidated, subject to the Cash Flows Trust (as defined below), the creditors of that subsidiary would be paid in full from the assets of the liquidated subsidiary before holders of the Notes would be paid from those assets. For the three months ended March 31, 2026, our revenues combined with the revenues of the Subsidiary Guarantors were US$361.3 million, representing 100% of our consolidated revenues. As of March 31, 2026, we and the Subsidiary Guarantors had combined assets of US$2,252.1 million, representing 100% of our consolidated assets. See "*Description of Notes—Subsidiary Guarantees*."

Although Collateral is comprised of the Company's and the Subsidiary Guarantors' material assets as described in "*Description of Notes—Collateral*", the liens on the Collateral may be subject to existing liens and permitted liens or rights on the Collateral. These existing and permitted liens or rights may have priority over the liens securing the Notes to the extent of the assets subject to such liens. As a result, if there is a default, holders of debt secured by such existing and permitted liens, or holders of such rights will have a senior claim to the specified assets ahead of the holders of the Notes. This could materially and adversely affect the value of the Collateral and the ability to recover amounts due under the Notes, potentially resulting in reduced recoveries or losses for noteholders.

The results of operations of the Subsidiary Guarantors and restrictions on the ability of our subsidiaries to make dividend payments or other distributions to us could affect our ability to make payments on the Notes.

The obligations to make payments of principal, premium, if any, and interest on the Notes will be solely our and the Subsidiary Guarantors' obligations. As some of our assets are held by the Subsidiary Guarantors, the results of operations of the Subsidiary Guarantors could affect our ability to make principal or interest payments on the Notes.

Furthermore, in order to pay our obligations under the Notes, we rely on cash from dividends, loans, interest payments, capital reductions and other distributions from our subsidiaries. Our ability to make interest and principal payments under the Notes will depend on the ability of our subsidiaries to generate, and our ability to collect, sufficient cash flow from their operations. We cannot assure you that our subsidiaries will be able to

generate and that we will be able to collect sufficient cash flow to meet all of our collective expenses, including our debt service requirements. The ability of our subsidiaries to make dividend or other payments to us are affected by, among other factors, the obligations of our subsidiaries to their creditors (including as a result of the Subsidiary Guarantees), requirements of the relevant corporate and other laws in the jurisdiction in which each subsidiary operates, and restrictions contained in agreements entered into by or relating to these entities. To the extent that the cash requirements of any of our subsidiaries exceed their available cash, such subsidiary will not be able to make cash available to us. Any of these conditions could adversely affect our business, results of operations and financial condition, and as a result our ability to make principal and interest payment on the Notes.

To the extent that any of our future subsidiaries do not become guarantors, such non-guarantor subsidiaries would not have an obligation to pay amounts due on the Notes or to make funds available to us for that purpose. While the indenture governing the Notes limits the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make intercompany payments to us, these limitations are subject to certain qualifications and exceptions.

Our obligations under the Notes and the guarantees will be subordinated to certain statutory liabilities.

Under Peruvian bankruptcy law (*Ley General del Sistema Concursal*), Law No. 27809, our obligations under the Notes and the guarantees are subordinated to certain statutory preferences. In the event of our bankruptcy, such statutory preferences, including claims for salaries, wages, secured obligations to the extent of the value of the assets securing such indebtedness, social security, taxes, court fees and expenses related thereto, will have preference over any other claims, including claims by any investor in respect of the Notes and the guarantees.

It is possible that the guarantees may not be enforceable in the event of insolvency or bankruptcy or may be limited as to enforcement.

The guarantees provide a basis for a direct claim against the Subsidiary Guarantors. However, it is possible that the guarantees may not be enforceable under the law of the jurisdiction of the organization of such guarantor or U.S. federal or state law. In particular, while the laws of these jurisdictions do not prevent the guarantees from being granted, in the event that a Subsidiary Guarantor is declared insolvent or bankrupt, the relevant guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that Subsidiary Guarantor if, among other things, the Subsidiary Guarantor, at the time it provided its guarantee:

- issued such guarantee by means of misrepresentation;
- provided the guarantee with the intent to hinder, delay or defraud current or future creditors;
- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee;
- was insolvent or rendered insolvent by reason of such incurrence;
- was engaged in a business or transaction for which the Subsidiary Guarantor's remaining assets constituted unreasonably small capital; or
- intended to provide, or believed that it would provide, the guarantee beyond its ability to repay it upon its maturity.

If a court were to find that the incurrence of the guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under such guarantee or subordinate the guarantee to presently existing and future indebtedness of the applicable guarantor, or require the holders of the Notes to repay any amounts received in respect of such guarantee. In the event of a finding that a fraudulent transfer, conveyance or preference occurred, you may not receive any payment on the Notes in respect of such guarantee.

Although each guarantee entered into by a Subsidiary Guarantor will contain a provision intended to limit such Subsidiary Guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer law, or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless.

Holders of the Notes may find it difficult to enforce civil liabilities against us, our directors, officers and the Subsidiary Guarantors.

The issuer and the Subsidiary Guarantors are organized under the laws of Peru. All of our directors and officers reside outside of the United States. In addition, all or a substantial portion of our assets are located outside of the United States. As a result, it may be difficult for holders of the Notes to effect service of process within the United States on such persons or to enforce judgments against them or us, including in any action based on civil liabilities under the U.S. federal securities laws. There is uncertainty as to the enforceability against such persons in Peru, whether in original actions or in actions to enforce judgments of U.S. courts, of liabilities based solely on the U.S. federal securities laws. In addition, the bankruptcy, insolvency, administrative and other laws of Peru may be materially different from, or in conflict with, each other, including in the areas of rights of creditors, priority of government entities and other third-party and related-party creditors, treatment of intercompany debt, ability to obtain post-bankruptcy filing loans or to pay interest and the duration of proceedings. The laws of Peru may not be as favorable to your interests as the laws of jurisdictions with which you are familiar. See "*Enforcement of Judgments*."

You may be unable to sell your Notes if a trading market for the Notes is not maintained.

The offer and sale of the Notes and the guarantees have not been registered under the Securities Act or the securities laws of any other jurisdiction and the Notes are being offered and sold only to qualified institutional buyers within the meaning of Rule 144A and in offshore transactions to persons other than U.S. persons pursuant to Regulation S. Although the Initial Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange and we have listed the Additional Notes offered hereby on the Official List of the Luxembourg Stock Exchange and the Additional Notes have been admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, we cannot provide any assurances that an active trading market will be maintained for the Notes or that you will be able to sell your Notes. If the Notes are traded after their initial issuance, they may trade at a discount from their initial offering price depending on prevailing interest rates, the market for similar securities, our credit ratings, general economic conditions, our financial condition, performance and prospects and other factors. Accordingly, we cannot assure you that a liquid trading market for the Notes will be sustained, that you will be able to sell your Notes at a particular time or that the price you receive when you sell will be favorable. To the extent an active trading market is not sustained, the liquidity and trading price for the Notes may be harmed. Accordingly, you may be required to bear the financial risk of an investment in the Notes for an indefinite period of time. In addition, there may be a limited number of buyers when you decide to sell your Notes. This may affect the price, if any, offered for your Notes or your ability to sell your Notes when desired or at all.

There are restrictions on your ability to transfer the Notes.

The Notes and the guarantees have not been registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Such exemptions include offers and sales that occur outside the United States in compliance with Regulation S and in accordance with any applicable securities laws of any other jurisdiction and sales to qualified institutional buyers as defined under Rule 144A. For a discussion of certain restrictions on resale and transfer, see "*Plan of Distribution*" and "*Transfer Restrictions*." Consequently, a holder of Notes and an owner of beneficial interests in those Notes must be able to bear the economic risk of their investment in the Notes and the guarantees for the term of the Notes and the guarantees.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the Notes.

Under the indenture governing the Notes, if a Change of Control Triggering Event (as defined in "Description of Notes—Change of Control Triggering Event" and "—Certain Definitions") occurs, we must offer to purchase the Notes for a price equal to 101% of the principal amount of the Notes, plus any accrued and unpaid interest to the date of purchase. In addition, even if a Change of Control Triggering Event under the indenture does not occur, the occurrence of a change of control under other debt instruments may require us to refinance large amounts of such debt. We may not have sufficient funds available to us to make any required repayments under such debt instruments or repurchases of the Notes upon a Change of Control Triggering Event. If we fail to repay

such indebtedness or repurchase the Notes in those circumstances, we will be in default under indenture or such other debt instruments, which default may, in turn, trigger cross-default provisions in the indenture or our other debt instruments, as the case may be. Any future debt that we incur may also contain restrictions on repurchasing the Notes upon a change of control.

We cannot assure you that the credit ratings for the Notes will not be lowered, suspended or withdrawn by the rating agencies.

The credit ratings of the Notes may change after issuance. Such ratings are limited in scope, and do not address all material risks relating to an investment in the Notes, but rather reflect only the views of the rating agencies at the time the ratings are issued. An explanation of the significance of such ratings may be obtained from the rating agencies. We cannot assure you that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in the judgment of such rating agencies, circumstances so warrant. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price and marketability of the Notes.

The price of the Notes is subject to volatility.

The market price of the Notes could be subject to significant fluctuations due to various factors, including actual or anticipated fluctuations in our financial performance, losses of key personnel, economic downturns, political events in Peru or other jurisdictions in which we operate, developments affecting the mining industry, changes in financial estimates by securities analysts, the introduction of new technologies by us or our competitors, or our failure to meet expectations of analysts or investors. In addition, any lowering, suspension or withdrawal of the credit ratings of the Notes or other debt securities issued by Volcan or its subsidiaries may have an adverse effect on the market price and marketability of the Notes and/or any other securities issued by Volcan or its subsidiaries. See "*—We cannot assure you that the credit ratings for the Notes will not be lowered, suspended or withdrawn by the rating agencies*."

The Notes are also subject to redemption as set forth under "*Description of Notes—Optional Redemption*," including pursuant to an Optional Clean-Up Redemption (see "*Description of Notes—Optional Redemption—Optional Clean-Up Redemption*"), which may be effected at a price below par. As a result, investors may not be able to reinvest the proceeds at a rate of return comparable to that of the Notes.

Developments in other countries may adversely affect the market value of the Notes.

The market price of the Notes may be adversely affected by developments in the international financial markets and world economic conditions. The Peruvian securities market is influenced, to varying degrees, by economic and market conditions in other countries, especially China, the United States and countries in Latin America and other emerging markets. Although economic conditions are different in each country, investor reaction to the developments in one country may affect the securities of issuers in other countries, including Peru. We cannot assure you that the market for the securities of Peruvian issuers will not be affected negatively by events elsewhere or that such developments will not have a negative impact on the market value of the Notes.

Risks Relating to the Collateral for the Notes

There are circumstances other than repayment or discharge of the Notes under which the Collateral will be released automatically, without the consent of the holders of the Notes or the Trustee, including upon repayment in full of the Notes, in connection with any release of liens on such Collateral following the sale or disposition of Collateral or certain other circumstances.

There are circumstances other than repayment or discharge of the Notes under which Collateral will be released automatically, without the consent of the holders of the Notes or the Trustee. In particular, upon payment in full of all obligations under the Existing 2030 Notes, subject to our ability to obtain a ratings affirmation with respect to such Collateral release, the Collateral securing the Notes will be automatically released. In addition, the Collateral will be released automatically upon a sale, transfer or other disposal of such Collateral in a transaction not prohibited under the indenture to a person that is not the Company, a Subsidiary Guarantor or a Restricted Subsidiary, or in connection with the taking of an enforcement action by the Peruvian Collateral Agent or the Chilean Collateral Agent on the instructions of the Applicable Collateral Agent subject to the terms of the

indenture, *provided* that the proceeds from such dispositions shall be applied in accordance with the indenture and the Intercreditor Agreement. See "*Description of Notes—Collateral—Collateral Release*."

Even though the holders of the Notes will benefit from liens on the Shared Collateral, the representative of the creditors with the greatest outstanding principal amount has the exclusive right to control actions (including the exercise of remedies) with respect to the Shared Collateral. The Intercreditor Agreement contains customary provisions for a New York law intercreditor agreement, but it does not contain any provisions that seek to address non-New York law insolvency and restructuring considerations.

The rights of the holders of the Notes in the Shared Collateral (including the right to exercise remedies) will be subject to the Intercreditor Agreement among the Peruvian Collateral Agent, the Chilean Collateral Agent, the Trustee, the Notes Collateral Agent, the Existing 2030 Notes Trustee and any representative for the holders of future *pari passu* obligations. Under the Intercreditor Agreement, any actions that may be taken with respect to the Shared Collateral, including the ability to cause the commencement of enforcement proceedings against the Shared Collateral or to control such proceedings, shall be at the direction of the authorized representative for the secured debt that has the greatest outstanding principal amount. That authorized representative that will have the right to control the actions and remedies with respect to the Shared Collateral may not be the Trustee in case another *pari passu* secured debt has a greater outstanding amount, pursuant to the provisions of the Intercreditor Agreement.

Under the Intercreditor Agreement, none of the Trustee, the Notes Collateral Agent or the Holders of the Notes may object following the filing of a bankruptcy petition or commencement of any other insolvency, restructuring or liquidation proceeding to (i) any debtor-in-possession financing that is not opposed or objected to by the controlling authorized representative or (ii) the use of the Shared Collateral to secure debtor-in-possession financing that meets certain specified conditions, subject to limited exceptions. After the filing of any bankruptcy petition or commencement of any other insolvency, restructuring or liquidation proceeding, the value of the Shared Collateral could materially deteriorate. For a description of important waivers by holders of the Notes and limits on their rights as secured creditors see "*Description of Notes—Collateral—Intercreditor Agreement—Administration and Enforcement of the Collateral*."

The Intercreditor Agreement contains customary provisions for New York Law intercreditor agreements governing priority of claims among secured creditors. See "*Description of Notes—Collateral—Intercreditor Agreement*." While all of the Subsidiary Guarantors are incorporated, organized, formed, registered or have their center of main interest in jurisdictions other than New York, the Intercreditor Agreement does not contain provisions specific to these jurisdictions.

There may not be sufficient Collateral to pay all or any of the Notes or it may be difficult to realize the value of the Collateral.

No appraisal of the value of the Collateral will be made in connection with the offer of the Notes and the value of the Collateral in the event of liquidation will depend on market and economic conditions and other factors. The amount to be received upon a sale of the Collateral would be dependent on numerous factors, including, but not limited to, the actual fair market value of the Collateral at such time, the timing and the manner of the sale and the availability of buyers. By its nature, portions of the Collateral may be illiquid and may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral can be sold in a short period of time or in an orderly manner. In the event of a foreclosure, liquidation, reorganization, bankruptcy or other insolvency proceeding, we cannot assure you that the proceeds from any sale or liquidation of the Collateral will be sufficient to pay our obligations under the Notes. In addition, in the event of any such proceeding, the ability of the holders of the Notes to realize upon any of the Collateral may be subject to bankruptcy and insolvency law limitations. In the event that the proceeds from the foreclosure of the Collateral are insufficient to satisfy our obligations under the Notes, the overall recovery of a holder of the Notes could therefore be materially adversely affected. Furthermore, in the event proceeds from the foreclosure of the Collateral were to exceed the amount required to satisfy our secured obligations, such surplus amount would be returned to us and could be subject to claims from any of our other creditors.

The value of the Collateral and the guarantees could be impaired in the future as a result of changing economic conditions, our failure to implement our business strategy, competition, unforeseen liabilities and other future events. Accordingly, there may not be sufficient Collateral to pay all or any of the amounts due on the Notes, the Existing 2030 Notes and any future *pari passu* lien obligations. Any claim for the difference between the

amount, if any, realized by holders of the Notes from the sale of the Collateral and the guarantees and the obligations under the Notes, the Existing 2030 Notes and any future *pari passu* lien obligations will rank equally in right of payment with all of our other unsecured unsubordinated indebtedness and other obligations, including trade payables. Also, any disposition of the Collateral during a bankruptcy or insolvency proceeding outside the ordinary course of our business would require approval from the bankruptcy court (which may not be given under the circumstances).

To the extent that third parties enjoy prior liens on any of the Collateral, such third parties may have rights and remedies with respect to the Collateral that, if exercised, could adversely affect the value of the Collateral. In addition, certain assets, including the Alpamarca Mining Unit and the Romina Project Assets, will be excluded from the Collateral. Additionally, the terms of the indenture will allow us to issue additional notes and additional debt that may rank *pari passu* with the Notes and incur refinancing indebtedness in certain circumstances. The indenture will not require that we maintain the current level of collateral or maintain a specific ratio of indebtedness to asset values. Under the indenture, any such additional Notes issued pursuant to the indenture and refinancing indebtedness or other additional debt incurred in accordance with the terms of the indenture will rank *pari passu* with the Notes and be entitled to the same rights and priority with respect to the Collateral. Thus, the issuance of any such additional debt and refinancing indebtedness may have the effect of significantly diluting your ability to recover payment in full of the Notes from the then existing pool of Collateral.

In addition, the security interest of the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, for the benefit of the holders of the Notes will be subject to practical problems generally associated with the realization of security interests in collateral. For example, such Peruvian Collateral Agent or Chilean Collateral Agent, as applicable, may need to obtain the consent of a third party, including regulatory consents, to obtain or enforce a security interest in a contract. We cannot assure you that the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, will be able to obtain any such consent. We also cannot assure you that the consents of any third parties will be given when required to facilitate a foreclosure on such assets. Accordingly, the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, may not have the ability to foreclose upon those assets and the value of the Collateral may significantly decrease.

We will, in most cases, have control over the Collateral, and the sale of particular assets by us could reduce the pool of assets securing the Notes and any future guarantees. In addition, certain assets, including the Alpamarca Mining Unit and the Romina Project Assets, will be excluded from the Collateral.

Subject to the terms of the Intercreditor Agreement, the Collateral Documents allow us to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from, the Collateral. In addition, we are not be required to comply with Section 314(d) of the Trust Indenture Act of 1939, or any other law governing the delivery of a certificate or opinion to the trustee prior to the release of collateral secured by a lien as the case may be. As a result, so long as no default or event of default under the indenture would result therefrom, we may, among other things, without any release or consent by the Trustee, conduct ordinary course activities with respect to the Collateral, such as selling, factoring, abandoning or otherwise disposing of Collateral and making cash payments (including repayments of indebtedness). The lien on the Collateral will be automatically released upon any permitted disposition thereof to a person that is not the Company, a Subsidiary Guarantor or a Restricted Subsidiary. See "*Description of Notes*."

In addition, certain assets, including the Alpamarca Mining Unit and the Romina Project Assets, are excluded from the Collateral. See "*Description of Notes—Collateral*."

The value of the Collateral may not be sufficient to secure post-petition interest in bankruptcy.

In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding commenced by or against us in the U.S., holders of the Notes will only be entitled to post-petition interest under the Bankruptcy Code to the extent that the value of the Collateral is greater than the obligations outstanding under the Notes, the Existing 2030 Notes and any other indebtedness secured by *pari passu* liens. In the event the value of the Collateral is equal to or less than such claims, the holders of the Notes will not be entitled to post-petition interest under the Bankruptcy Code or adequate protection for any undersecured portion thereof. No appraisal of the fair market value of the Collateral has been prepared in connection with the offer and sale of Notes and we therefore cannot assure you that the value of the Collateral equals or exceeds the amount of such claims. See "*—There may not be sufficient Collateral to pay all or any of the Notes or it may be difficult to realize the value of the Collateral*."

In the event of our bankruptcy, the ability of the holders of the Notes to realize upon the Collateral will be subject to certain bankruptcy law and other limitations.

The ability of holders of the Notes to realize upon the Collateral will be subject to certain bankruptcy law limitations in the event a bankruptcy, liquidation, dissolution, reorganization or similar proceeding is commenced by or against us. Under the U.S. Bankruptcy Code, secured creditors are prohibited from repossessing their security from a debtor in a bankruptcy case without bankruptcy court approval and may be prohibited from disposing of security repossessed from such a debtor without bankruptcy court approval, which may not be given or could be materially delayed. Moreover, the U.S. Bankruptcy Code generally permits the debtor to continue to retain and use collateral, including cash collateral, during bankruptcy, even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to the circumstances, but is intended generally to protect a secured creditor from the diminution in value of its collateral during the pendency of a bankruptcy case and may include cash payments or the granting of additional security or superpriority administrative expense claims if and at such times as the court, in its discretion, determines that there is a risk of diminution in value of the collateral as a result of the "automatic stay" of repossession or the disposition of the collateral during the pendency of the bankruptcy case and/or the ability of a debtor in bankruptcy to use collateral. In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a U.S. bankruptcy court, we cannot predict whether or when the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, could foreclose upon or sell the Collateral or whether or to what extent holders of Notes would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

See also "*Description of Notes—Collateral—Certain Bankruptcy and Insolvency Limitations*" for a summary description of certain limitations on the validity and enforceability of the Notes and the guarantees and a summary of certain insolvency considerations in Peru.

Your rights in the Collateral may be adversely affected by the failure to perfect security interests in the Collateral, including Collateral acquired in the future.

Applicable law requires that a security interest in certain tangible and intangible assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. The liens in the Collateral may not be perfected with respect to the claims of the Notes if the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, or its designee or predecessor is not able to take the actions necessary to perfect any of these liens on or prior to the date of the issuance of the Notes. Moreover, many of the actions required to perfect or secure the priority of security interests in the Collateral require public filings, registrations, permits or other actions that may be substantially delayed or logistically limited due to any office closures or delays in the processing of any such filings, registrations, permits or other actions by the applicable registries or government authorities, which may result in a delay in perfecting or securing the priority of security interests in the Collateral. Such failure may result in the loss of the security interest in the Collateral or the priority of the security interest in favor of the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, for the benefit of the holders of the Notes against third parties.

In addition, applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate and certain proceeds, can only be perfected at the time such property and rights are acquired and identified. Furthermore, in certain jurisdictions, "blanket" or "floating" liens will not be available to secure any Collateral. Although we are required to do so under the terms of the Collateral Documents, we may inadvertently fail to inform the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, of, the future acquisitions of property and rights that constitute Collateral, and necessary action may not be taken to properly perfect the security interest in such after-acquired Collateral. None of the Notes Collateral Agent, the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, have any obligation to monitor the acquisition of additional property or rights that constitute Collateral or the perfection of any security interest in favor of the Notes against third parties. As a result, the inability or our or any Subsidiary Guarantor's failure to promptly take all actions necessary to create properly perfected security interests in the Collateral may result in the loss of the priority, or a defect in the perfection, of the security interest for the benefit of the noteholders to which they would have been otherwise entitled. In addition, as described further herein, even if the liens on Collateral acquired in the future are properly perfected, such liens may potentially be avoidable as a preference in any bankruptcy or insolvency proceeding under certain circumstances. See "*—Any*

future pledge of collateral or guarantee provided after the Notes are issued might be avoided by us or by a trustee in bankruptcy."

The Collateral is subject to casualty risks.

Although we maintain insurance policies to insure against losses in a manner that is customary for our business, there are certain losses that may be either uninsurable or not economically insurable, in whole or in part. As a result, it is possible that the insurance proceeds will not compensate us fully for our losses in the event of a catastrophic loss. If there is a total or partial loss or impairment in value of any of the Collateral, we cannot assure you that any insurance proceeds received by us will be sufficient to satisfy all the secured obligations, including the Notes.

Any future pledge of collateral or guarantee provided after the Notes are issued might be avoided by us or by a trustee in bankruptcy.

The indenture and the Collateral Documents may require us to grant liens on certain assets that we or any Subsidiary Guarantor acquires after the Notes are issued. In addition, certain liens securing the Notes were recorded or perfected after the Original Issue Date and before the New Issue Date, or may in the future be recorded or perfected after the New Issue Date. Liens granted, recorded or perfected (to the extent possible under applicable law) after the Original Issue Date or the New Issue Date, as applicable, may be treated under bankruptcy law as if they were delivered to secure previously existing indebtedness. Any future guarantee or additional lien in favor of the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, for the benefit of the holders of the Notes might be avoidable by the grantor (as debtor-in possession) or by a trustee in bankruptcy or other third parties if certain events or circumstances exist or occur. For instance, if the entity granting a future guarantee or additional lien was insolvent at the time of the grant and if such grant was made within 90 days before that entity commenced a bankruptcy proceeding (or one year before commencement of a bankruptcy proceeding if the creditor that benefited from the guarantee or lien is an "insider" under the Bankruptcy Code), and the granting of the future guarantee or additional lien enabled the holders of the Notes to receive more than they would if the grantor were liquidated under chapter 7 of the Bankruptcy Code, then such guarantee or lien could be avoided as a preferential transfer. In bankruptcy proceedings commenced within 90 days of a lien being granted or perfected (to the extent possible under applicable law), as applicable, to secure previously existing indebtedness, such lien is materially more likely to be avoided as a preference by the bankruptcy court than if granted and/or promptly recorded on the issue date (or within a 30-day safe harbor provided for in the Bankruptcy Code). Accordingly, if we or any Subsidiary Guarantor were to file for bankruptcy protection after the New Issue Date and any new liens had been perfected (to the extent possible under applicable law) in less than 90 days before the commencement of such bankruptcy proceeding, such new liens securing the Notes may be particularly subject to challenge as a preference as a result of having been delivered after the issue date of the Notes. To the extent that such challenge succeeded, the holders of the Notes would lose the benefit of the security that such new Collateral was intended to provide and could be required to turn over any payments on the Notes already made.

The security interests in the Collateral have been granted in favor of the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, rather than directly to the holders of the Notes.

The security interests in the Collateral that will secure our and the Subsidiary Guarantors' obligations under the Notes and the guarantees have not been granted directly in favor of the holders of the Notes but have been granted only in favor of the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable. The indenture provides that only the Notes Collateral Agent acting at the direction of the applicable authorized representative pursuant to the Intercreditor Agreement has the right to instruct the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, to enforce the Collateral Documents. As a consequence, holders of the Notes will not have direct security interests and will not be entitled to take enforcement action in respect of the Collateral, except through the Trustee, who will at the time it is entitled to do so pursuant to the Intercreditor Agreement (subject to the provisions of the indenture) provide instructions to the Notes Collateral Agent in respect of the Collateral. See "*—Even though the holders of the Notes will benefit from liens on the Shared Collateral, the representative of the creditors with the greatest outstanding principal amount has the exclusive right to control actions (including the exercise of remedies) with respect to the Shared Collateral. The Intercreditor Agreement contains customary provisions for a New York law intercreditor agreement, but it does not contain any provisions*

that seek to address non-New York law insolvency and restructuring considerations" and "*Description of Notes—Intercreditor Agreement."*

Lien registers may not reveal all liens on the Collateral.

We cannot guarantee that the lien registers will reveal any or all existing liens on the Collateral. Any such existing lien, including undiscovered liens, could be significant, could be prior in ranking to the liens that will secure the Notes and could have an adverse effect on the ability of the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, to realize or foreclose upon the Collateral.

Enforcing your rights against us or under the Collateral Documents across multiple jurisdictions may be difficult.

The Collateral Documents securing the Notes are governed by Peruvian, Chilean and New York law. Your rights under the Collateral Documents may be subject to the laws of Peru, Chile and such other jurisdictions, including insolvency and administrative laws, and there can be no assurance that you will be able to effectively enforce your rights in the respective Collateral or in priority to such bankruptcy, insolvency or similar proceedings. In addition, the bankruptcy, insolvency, administrative and other laws of Peru, Chile and such other jurisdictions may be materially different from, or conflict with, each other, including in the areas of rights of creditors, priority of government entities and other third-party and related-party creditors, ability to foreclose on Collateral, obtain post-bankruptcy filing loans or to pay interest and the duration of proceedings. The laws of Peru, Chile or such other jurisdictions may not be as favorable to your interests as the laws of jurisdictions with which you are familiar. The application of these laws, or any conflict among them, could call into question what and how Peru's, Chile's or such other jurisdictions' laws should apply. Such issues may adversely affect your ability to enforce your rights under the Collateral Documents or limit any amounts that you may receive.

Your rights under the Collateral Documents will thus be subject to the laws of several jurisdictions, and you may not be able to effectively enforce your rights in multiple bankruptcy, insolvency and other similar proceedings. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors' rights.

You may have difficulty enforcing U.S. bankruptcy and insolvency laws.

Under the Bankruptcy Code, U.S. bankruptcy courts are given jurisdiction over a debtor's property wherever it is located, including property situated in other countries. However, courts outside of the U.S. may not recognize the U.S. bankruptcy court's jurisdiction. Accordingly, you may have difficulty administering a U.S. bankruptcy case or a ruling of a U.S. bankruptcy court involving the Company or the Subsidiary Guarantors, because their centers of main interest and/or the substantial majority of their respective property are located outside of the U.S. Any orders or judgments of a bankruptcy court in the U.S. may not be enforceable against the Company or the Subsidiary Guarantors with respect to property located outside the U.S.

USE OF PROCEEDS

The net proceeds from the offering of the Additional Notes are estimated to be US$221.7 million after deducting the discount of the initial purchasers, estimated legal fees and all other expenses payable by us in connection with the offering. The net proceeds from the issuance of the Additional Notes will be used for general corporate purposes, including capital expenditures.

CAPITALIZATION

The following table sets forth our capitalization in accordance with IFRS at March 31, 2026 and as adjusted to give effect to the offering of the Additional Notes and the intended uses of proceeds thereof. See "*Use of Proceeds*." This table is qualified in its entirety by reference to, and should be read together with, our unaudited interim condensed consolidated financial statements, including the notes thereto, included elsewhere in this offering memorandum and with "*Presentation of Financial Information*," "*Selected Consolidated Financial Data*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

	As of March 31, 2026	
	Actual[(1)]	**As Adjusted[(2)]**
	(In millions of U.S. dollars)	
Cash and cash equivalents		
Cash and cash equivalents	**294.5**	**516.2**
Short-term debt		
Existing 2030 Notes	0.7	0.7
Existing 2032 Notes	28.3	28.3
Additional Notes offered hereby	-	-
Other short-term financial obligations[(3)]	16.3	16.3
Total short-term debt	**45.3**	**45.3**
Long-term debt		
Existing 2030 Notes	35.3	35.3
Initial Notes	750.0	750.0
Additional Notes offered hereby	-	220.0
Unamortized premium on Additional Notes	-	6.0
Other long-term financial obligations[(3)]	16.8	16.8
Total long-term debt	**802.1**	**1,028.1**
Share capital	774.3	774.3
Treasury shares	(41.5)	(41.5)
Legal reserve	23.5	23.5
Share premium	(162.3)	(162.3)
Unrealized loss	(37.6)	(37.6)
Accumulated results	83.5	83.5
Total Equity	**639.9**	**639.9**
Total capitalization[(4)]	**1,487.3**	**1,713.3**

(1) The capitalization table above includes (i) US$35.3 million of principal outstanding under the Existing 2030 Notes and US$750.0 million of principal outstanding under the Initial Notes, each as of March 31, 2026, given that under IFRS debt is recorded at its amortized cost using the effective interest rate method (amortized cost is calculated by taking into account any initial premium or discount on the notes and includes any transaction costs that are an integral part of the effective interest rate) and (ii) accrued interest of US$0.7 million owed under the Existing 2030 Notes and US$28.3 million owed under the Initial Notes, as of March 31, 2026 (without incorporating the effects of measurement at amortized cost under IFRS). The adjustments are presented without giving effect to the deduction of fees and expenses.

(2) As adjusted to reflect estimated net proceeds of US$221.7 million, which reflect the receipt of the gross proceeds from the issuance of the Additional Notes of US$226.0 million (representing a principal amount of US$220.0 million and an issuance premium of US$6.0 million), after deduction of underwriting discounts and offering expenses of US$4.3 million.

(3) Includes operating leasing, financial leasing and loan with Glencore Lima Trading S.A.C.

(4) Total capitalization is calculated as the sum of total short-term debt, total long-term debt and total equity.

Except as set forth above, there have been no material changes to our total capitalization since March 31, 2026.

EXCHANGE RATES

Currently, Peruvian law does not impose any restrictions on the ability of companies having operations in Peru to transfer foreign currencies from Peru to other countries, to convert soles into any foreign currency or to convert any foreign currency into soles. Companies may freely remit interest and principal payments abroad and investors may repatriate capital from liquidated investments, except for restrictions applicable to companies that have been convicted or have admitted to and/or acknowledged committing crimes against the Peruvian public administration or money laundering, or equivalent crimes (if they have been committed in a foreign country), pursuant to Law No. 30737 (*Ley que asegura el pago inmediato de la reparación civil a favor del Estado Peruano en casos de corrupción y delitos conexos*), as amended, and its corresponding regulations approved by Supreme Decree No. 096-2018-EF, as amended ("Law No. 30737").

As of the date of this offering memorandum, Law No. 30737 does not apply to us or our subsidiaries and we are not related to any individual that has been convicted or admitted the aforementioned crimes.

Peruvian law in the past has imposed restrictions on the conversion of Peruvian currency and the transfer of funds abroad, and we cannot assure you that Peruvian law will continue to permit such payments, transfers, conversions or remittances without restrictions.

The following table sets forth the high, low, period-end and average exchange rates for the periods indicated, expressed in soles per U.S. dollar.

	Exchange Rates			
	High	**Low**	**Period-end**	**Average**
2020	3.654	3.301	3.618	3.493
2021	4.132	3.593	3.975	3.877
2022	3.994	3.627	3.808	3.831
2023	3.892	3.552	3.705	3.740
2024	3.882	3.665	3.764	3.753
2025	3.776	3.355	3.358	3.565
2026:				
January	3.359	3.340	3.350	3.352
February	3.363	3.344	3.350	3.353
March	3.486	3.359	3.486	3.442
April	3.523	3.365	3.512	3.438
May	3.512	3.407	3.412	3.431
June (through June 11)	3.488	3.372	3.390	3.415

Source: Peruvian Central Bank (banking bid exchange rate).

On June 11, 2026, the exchange rate was S/3.390 per U.S. dollar.

SELECTED CONSOLIDATED FINANCIAL DATA

We set forth below certain financial and operating data as of and for the years ended December 31, 2024 and 2025 and the three months ended March 31, 2025 and 2026. Our interim condensed consolidated financial data as of and for the three months ended March 31, 2025 and 2026 is unaudited.

You should read this information together with our audited consolidated financial statements and unaudited interim condensed consolidated financial statements, and related notes, included elsewhere in this offering memorandum, as well as the information presented in the sections "Presentation of Financial Information" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." These results are not necessarily indicative of our future results of operations or financial condition.

	For the three months ended March 31,		For the year ended December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars)			
Consolidated Statement of Comprehensive Income				
Net Sales	361.3	277.8	1,180.7	960.5
Cost of sales	(194.1)	(176.9)	(737.4)	(699.6)
Gross profit	**167.2**	**100.9**	**443.3**	**260.9**
Administrative expenses	(20.9)	(16.8)	(93.0)	(62.5)
Selling expenses	(6.6)	(7.8)	(35.3)	(29.1)
Other income	15.6	5.8	34.9	145.1
Other expenses	(20.0)	(12.4)	(87.1)	(115.7)
Reversal of impairment loss of long-lived assets	-	-	140.4	91.7
Operating profit	**135.3**	**69.7**	**403.2**	**290.5**
Financial income (expenses)	(22.1)	(21.1)	(120.4)	(74.3)
Profit (loss) before income tax	113.2	48.6	282.8	216.2
Income tax expense (benefit)	(41.4)	(14.0)	(77.4)	(79.1)
Net profit (loss)	**71.8**	**34.5**	**205.4**	**137.1**

	As of March 31,		As of December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars)			
Consolidated Statement of Financial Position				
Cash and cash equivalents	294.5	153.8	334.7	155.8
Trade accounts receivable (net)	38.1	28.6	25.7	33.5
Other accounts receivable	85.2	58.9	82.7	67.4
Other financial assets	-	1.7	-	0.9
Inventories (net)	51.2	45.1	47.5	38.1
Assets classified as held for sale	-	-	-	-
Total current assets	**468.9**	**288.0.**	**490.6**	**295.8**
Other accounts receivable (net)	43.0	40.7	46.2	31.8
Financial investments	146.0	155.9	106.9	153.0
Inventories (net)	-	5.1	-	5.2
Property, plant and equipment, net	762.1	674.4	729.1	678.1
Right-of-use assets	13.0	13.7	12.7	15.7
Investment properties (net)	4.9	5.0	5.0	5.0
Mining concessions, costs of exploration and development costs, and other intangibles (net)	823.1	655.8	809.7	656.2
Total non-current assets	**1,792.1**	**1,550.5**	**1,709.7**	**1,545.1**
Total assets	**2,261.0**	**1,838.5**	**2,200.2**	**1,840.8**
Total current liabilities	**494.1**	**357.9**	**581.3**	**320.3**
Total non-current liabilities	**1,127.0**	**995.7**	**1,088.5**	**1,070.8**

Total liabilities	**1,621.1**	**1,353.6**	**1,669.8**	**1,391.1**
Total equity	**640.0**	**484.9**	**530.5**	**449.7**
Total liabilities and equity	**2,261.0**	**1,838.5**	**2,200.2**	**1,840.8**

	As of or for the three months ended March 31,		As of or for the year ended December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars, except for ratios, unit cost , production data, reserves and resources, and prices)			
Consolidated Statement of Cash Flow				
Cash from operating activities	122.0	67.9	404.7	299.5
Cash used in investing activities	(86.5)	(36.0)	(247.7)	(73.7)
Cash resulting from (used in) financing activities	(75.7)	(34.0)	17.3	(131.6)
Net increase (decrease) in cash and cash equivalents	**(40.2)**	**(2.1)**	**174.3**	**94.2**
Other Items				
Depreciation and amortization	42.8	42.1	162.3	195.0
Interest expense[(1)]	17.9	16.2	66.2	60.8
Adjusted EBITDA[(2)]	178.1	111.7	446.5	381.8
Ratio of net financial debt to Adjusted EBITDA[(3)]	1.0	1.2	1.2	1.5
Adjusted EBITDA coverage ratio[(4)]	9.9	6.9	6.7	6.3
Accrued capital expenditures (non-cash)[(5)]	63.5	39.7	248.9	167.3
Working capital[(6)]	(25.2)	(69.9)	(90.8)	(24.5)
Sales by concentrate and doré and adjustments				
Zinc	164.0	146.1	603.0	502.2
Silver	77.0	59.0	267.0	177.7
Lead	130.8	49.8	233.8	213.8
Copper	46.7	19.0	92.8	71.3
Subtotal	**418.6**	**273.8**	**1,196.7**	**965.0**
Execution of financial instruments	(49.3)	0.4	(24.2)	(0.1)
Embedded derivatives	(8.0)	3.6	8.2	(4.5)
Total	**361.3**	**277.8**	**1,180.7**	**960.5**
Financial Investments	**146.0**	**155.9**	**106.9**	**153.0**
Investment in associate				
Financial investments	146.0	155.9	106.9	153.0

(1) The components of interest expense are as follows:

	For the three months ended March 31,		For the year ended December 31,	
	2026	**2025**	**2025**	**2024**
	(In millions of U.S. dollars)			
Interest Expense				
Interest on Credit Agreement	--	8.4	27.4	39.4
Interest on issued bonds	17.9	7.7	38.7	21.1
Interest on lease liabilities	0.0	0.0	0.2	0.4
Total interest expense	**17.9**	**16.2**	**66.2**	**60.8**

(2) EBITDA is calculated as net (loss) profit for the year/period before income tax expense, financial expenses (income), depreciation and amortization during such period. Adjusted EBITDA is calculated by eliminating from the calculation of EBITDA: (a) any non-recurring items during such period, (b) gains or losses on the sale of property (other than the sale of property in the ordinary course of business) during such period, (c) any other non-cash items deducted from or included in the calculation of pre-tax net income for such period (other than items that will require cash payments and for which an accrual or reserve has been, or is required by IFRS to be, made), and (d) foreign exchange gains or losses upon loans and foreign currency translation adjustments or monetary correction and bank charges. We believe that EBITDA and Adjusted EBITDA, while providing useful information, should not be considered in isolation or as a substitute for net income as an indicator of operating performance, or as an alternative to cash flow as a measure of liquidity. Additionally, our calculation of EBITDA and Adjusted EBITDA may be different from the calculation used by other companies and therefore, comparability may be affected.

The following table sets forth the Adjusted EBITDA reconciliation:

	For the three months ended March 31,		For the year ended December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Net profit (loss)	**71.8**	**34.5**	**205.4**	**137.1**
Income tax expense	41.4	14.0	77.4	79.1
Financial expenses, net[(1)]	19.8	19.2	117.3	66.7
Depreciation and amortization	42.8	42.1	162.3	195.0
EBITDA	**175.8**	**109.8**	**562.4**	**477.9**
Adjustments[(2)]	2.4	1.9	(115.9)	(96.1)
Adjusted EBITDA[(2)]	**178.1**	**111.7**	**446.5**	**381.8**

(1) Excluding exchange difference loss, net and bank charges.
(2) The components of the adjustments are as follows:

	For the three months ended March 31,		For the year ended December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Adjustments				
Impairment loss of long-lived assets, net of reversal	-	-	(140.4)	(91.7)
Doubtful recovery provision	-	-	1.8	-
Adjustment of inventories	-	-	4.8	3.1
Net present value change of mine closure and communities agreements	-	-	11.5	(7.7)
Others	-	-	3.3	(7.3)
Exchange difference loss, net	0.9	(0.5)	(2.1)	(0.6)
Commissions and other expenses	1.5	2.4	5.2	8.1
Adjustments	**2.4**	**1.9**	**(115.9)**	**(96.1)**

(3) Calculation reflects Adjusted EBITDA for the preceding twelve months. The following table sets forth a description of our financial debt:

	As of March 31,		As of December 31,	
	2026	2025	2025	2024
Financial debt	(In millions of U.S. dollars)			
Credit Agreement	-	341.8	-	344.3
Fees amortized cost - Credit Agreement	-	(15.1)	-	(15.1)
Issued bonds	785.3	367.9	853.3	367.9
Fees amortized cost – issued bonds	(19.8)	(11.9)	(20.3)	(12.7)
Lease liability with financial entities	0.7	2.6	0.9	4.2
Loans	23.2	25.0	25.0	31.4
Total gross financial debt* **	**789.3**	**710.3**	**858.9**	**720.0**
Cash and cash equivalents	**294.5**	**153.7**	**334.7**	**155.8**
Total net financial debt	**494.9**	**556.6**	**524.2**	**564.2**

***Does not include operating leases (IFRS 16) or bank overdrafts.

(4) Adjusted EBITDA coverage ratio is the ratio of Adjusted EBITDA for the applicable period to interest expense for the same period. Calculation reflects Adjusted EBITDA for the preceding twelve months.

(5) Capital expenditures differ from cash used in investing activities because cash used in investing activities includes investments accrued in previous periods paid during the current period and excludes investments accrued in the current period but not paid in the current period.

The components of capital expenditures are as follows:

	For the three months ended March 31,		For the year ended December 31,	
	2026	**2025**	**2025**	**2024**
		(In millions of U.S. dollars)		
Capital Expenditures				
Local exploration	1.4	1.6	7.9	8.8
Mine development	20.3	15.8	75.4	69.1
Plants and tailing facilities	9.9	11.3	53.2	39.3
Mine and infrastructure**	7.5	5.9	35.4	25.3
Electrical infrastructure in units	0.8	0.7	6.3	5.5
Support and others	2.2	0.8	21.8	12.3
Romina Project*	16.5	3.6	39.9	6.2
Other Growth Projects*	2.0	0.0	4.2	0.1
Corporate**	3.0	0.0	4.4	0.7
Energy and other expenditures	0.0	0.0	0.4	0.0
Total accrued capital expenditures (non-cash)**	**63.5**	**39.7**	**248.9**	**167.3**

* For a description of the projects, see "*Business—Growth Projects*."
** These amounts exclude leasing additions and are replaced by lease installment payments.

(6) Working capital is current assets less current liabilities.

SELECTED OPERATING DATA

The following table sets forth a summary of our production and sales data for each of the years ended December 31, 2024 and 2025 and for the three months ended March 31, 2025 and 2026. For more information regarding such data, see "*Business*."

	Three months ended March 31,		Year ended December 31,	
	2026	**2025**	**2025**	**2024**
Summary Operating Data				
Treated Mineral (in thousands of dry tonnes)	2,138	2,291	9,591	9,194
Concentrate Production				
Zinc (in thousands of tonnes)	100.6	114.9	469.5	456.0
Lead (in thousands of tonnes)	24.5	28.1	112.9	99.7
Copper (in thousands of tonnes)	2.3	3.3	11.0	12.9
Bulk (in thousands of tonnes)	0.2	2.1	6.1	7.2
Fine Metal Production				
Zinc (in thousands of tonnes)	50.7	57.4	235.5	230.1
Silver (in millions of ounces)	2.8	3.3	13.5	13.9
Lead (in thousands of tonnes)	12.8	16.1	63.7	54.6
Copper (in thousands of tonnes)	0.9	1.1	3.9	4.3
Gold (in thousands of ounces)	3.0	3.6	13.7	13.1
Average Ore Grade				
Zinc (%)	3.38%	3.49%	3.46%	3.49%
Silver (ounces per tonne)	2.19	2.26	2.25	2.36
Lead (%)	0.97%	1.07%	1.02%	0.97%
Copper (%)	0.11%	0.11%	0.10%	0.11%
Reserves and Resources (in millions of tonnes)				
Reserves				
Proven	n/a	n/a	13.4	13.9
Probable	n/a	n/a	33.8	32.1
Total	n/a	n/a	47.2	46.0
Resources				
Measured	n/a	n/a	13.6	44.5
Indicated	n/a	n/a	100.2	120.7
Inferred	n/a	n/a	336.5	326.1
Total	n/a	n/a	450.2	491.3
Production of Metal Contained per Mining Unit and Project				
Cerro de Pasco				
Zinc (in thousands of tonnes)	6.4	5.8	26.4	22.7
Silver (in millions of ounces)	0.5	0.4	1.8	1.5
Lead (in thousands of tonnes)	2.7	3.4	13.6	9.7
Copper (in thousands of tonnes)	0.3	0.2	0.8	0.8
Chungar				
Zinc (in thousands of tonnes)	9.9	10.6	42.2	43.0
Silver (in millions of ounces)	0.5	0.4	1.7	1.7
Lead (in thousands of tonnes)	4.2	5.0	21.2	16.3
Copper (in thousands of tonnes)	0.2	0.2	0.9	0.8
Yauli				
Zinc (in thousands of tonnes)	34.3	39.5	162.3	159.4
Silver (in millions of ounces)	1.3	1.7	6.6	7.0
Lead (in thousands of tonnes)	5.8	6.5	25.3	24.3
Copper (in thousands of tonnes)	0.4	0.7	2.1	2.6
Óxidos de Pasco				
Silver (in millions of ounces)	0.5	0.6	2.6	2.9
Gold (in thousands of ounces)	1.8	2.2	8.6	7.8
Alpamarca				
Zinc (in thousands of tonnes)	0.1	1.4	4.5	5.0
Silver (in millions of ounces)	0.0	0.2	0.7	0.8
Lead (in thousands of tonnes)	0.1	1.2	3.5	4.3
Copper (in thousands of tonnes)	0.0	0.1	0.2	0.2

Average Ore Grade per Mining Unit and Project				
Cerro de Pasco				
Zinc (%)	2.2%	2.1%	2.2%	2.0%
Silver (ounces per tonne)	1.71	1.39	1.50	1.42
Lead (%)	0.9%	1.0%	0.9%	0.9%
Chungar				
Zinc (%)	3.9%	4.6%	4.4%	4.5%
Silver (ounces per tonne)	1.95	1.97	1.91	1.95
Lead (%)	1.7%	2.1%	2.2%	1.7%
Copper (%)	0.2%	0.2%	0.2%	0.2%
Yauli				
Zinc (%)	4.9%	5.4%	5.5%	5.7%
Silver (ounces per tonne)	2.04	2.53	2.46	2.72
Lead (%)	0.9%	1.0%	0.9%	1.0%
Copper (%)	0.1%	0.2%	0.1%	0.2%
Óxidos de Pasco				
Silver (ounces per tonne)	5.43	5.84	5.88	6.30
Gold (grams per tonne)	0.5	0.5	0.5	0.5
Alpamarca				
Zinc (%)	0.3%	0.7%	0.6%	0.6%
Silver (ounces per tonne)	0.50	1.10	0.80	0.88
Lead (%)	0.2%	0.6%	0.4%	0.5%
Copper (%)	0.0%	0.0%	0.0%	0.0%

Reserves and Resources per Mining Unit (including inferred resources)				
Cerro de Pasco				
Reserves (in millions of tonnes)	n/a	n/a	11.3*	9.7*
Resources (in millions of tonnes)	n/a	n/a	86.2*	103.7
Chungar				
Reserves (in millions of tonnes)	n/a	n/a	5.8	5.9
Resources (in millions of tonnes)	n/a	n/a	77.6**	62.8**
Yauli				
Reserves (in millions of tonnes)	n/a	n/a	18.9	20.5
Resources (in millions of tonnes)	n/a	n/a	53.2	65.5
Alpamarca				
Reserves (in millions of tonnes)	n/a	n/a	11.2***	10.1***
Resources (in millions of tonnes)	n/a	n/a	4.4***	13.6

*Includes 1.7 and 2.0 from oxides as of 2025 and 2024, respectively.
**Includes Esperanza and Islay.
***Only includes Romina.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion is based on our consolidated financial statements and should be read in conjunction with such financial statements and the notes thereto included elsewhere in this offering memorandum, as well as the data set forth in "Selected Consolidated Financial Data" and "Summary Consolidated Financial Data." Our audited consolidated financial statements as of and for the years ended December 31, 2024 and 2025 and our unaudited interim condensed consolidated financial statements as of and for the three months ended March 31, 2025 and 2026 have been prepared in U.S. dollars in accordance with IFRS and IAS 34, respectively. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this offering memorandum, particularly in "Risk Factors."

Overview

We are a diversified Peruvian mining company and a major global producer of zinc, silver and lead. We began operations in the early 1940s and have consistently ranked among the largest producers of these metals globally every year from 2006 to 2025, according to Wood Mackenzie and GFMS. We were the second-leading producer of zinc, first in lead and among the top three producers of silver in Peru as of December 2025, according to MINEM. We believe that the quality of our ore deposits, the efficiency of our operations and our economies of scale make us competitive among metal producers worldwide.

Our operations are divided into five main units that currently consist of five underground mines and two open pit mines in operation, five operating concentrator plants and one leaching plant extending across the Junín and Pasco departments in Peru, with San Cristobal - Carahuacra the largest mine accounting for approximately 31.7% of our 2025 tonnage production of zinc. Our mining units are all located between 170 and 295 kilometers from Lima, in the Central Andean region, a center of mining activity in Peru for centuries. As of December 31, 2025, our proven and probable reserves were 47.2 million tonnes and our measured, indicated and inferred resources were 450.2 million tonnes, which represented an average mine life of approximately 17 years at 2025 production levels. We have been granted mining concessions totaling approximately 268,000 hectares, of which: (i) 39.3% are currently being exploited, (ii) 4.2% are being explored, and (iii) approximately 56.5% remain unexploited and unexplored. In addition to our mining operations, we also own 864 hectares of land near the Chancay port that we expect to develop directly or through potential partnerships.

In the three months ended March 31, 2026, we had sales of US$361.3 million, net profit of US$71.8 million and Adjusted EBITDA of US$178.1 million. In the first three months of 2026, zinc represented 37.5%, silver represented 49.7%, lead represented 7.4%, gold represented 2.7% and copper represented 2.7% of our sales by value. For the year ended December 31, 2025, we had sales of US$1,180.7 million, net profit of US$205.4 million and Adjusted EBITDA of US$446.5 million. We had Adjusted EBITDA of US$277.2 million for the year ended December 31, 2023, US$297.5 million for the year ended December 31, 2022, and US$380.6 million for the year ended December 31, 2021. In 2025, zinc represented 48.6%, silver represented 35.3%, lead represented 10.2%, gold represented 3.1% and copper represented 2.8% of our sales by value. In 2025, concentrator plants treated 8.6 million dry tonnes of ore grading on average, 3.5% zinc, 2.2 silver ounces per tonne, 1.0% lead and 0.1% copper, and the oxides leaching plant treated 1,001 thousand dry tonnes of ore grading 5.9 silver ounces per tonne and 0.5 gold grams per tonne. We are currently developing projects to expand our production such as Romina, Esperanza, Zoraida, Carhuacayan, Palma, Santa Barbara and Colquihuarmi. See "*Business—Growth Projects*." For a reconciliation of Adjusted EBITDA to profit for the period/year, see "*Selected Consolidated Financial Data*."

Key Factors Affecting Our Business and Results of Operations

Metal Prices. Our financial performance is significantly affected by the market prices of silver, zinc, lead, and, to a lesser extent, copper. Metal prices have historically been subject to wide fluctuations and are affected by numerous factors beyond our control. These factors, which affect each metal to varying degrees, include international economic and political conditions, levels of supply and demand, the availability and cost of substitutes, inventory levels maintained by producers and others, and, to a lesser degree, inventory carrying costs and currency exchange rates. In addition, the market prices of certain metals have on occasion been subject to rapid short-term changes due to speculative activities. For example, in the first quarter of 2026, metal prices, except for lead, increased compared to 2025 prices, mainly driven by uncertainty and rising worldwide geopolitical tensions, which supported a broad-

based rally in commodities. Precious metals also benefited from their role as safe-haven assets amid shifting expectations of potential interest rate cuts by the U.S. Federal Reserve. In parallel, the prices for industrial metals also increased, supported by expectations of tighter demand and the broader macroeconomic environment, where supply concerns and risk aversion reinforced upward price pressures. The following table sets forth the average published market prices for the metals and periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Zinc (US$/tonne – LME SHG Sett)	3,243	2,449	2,874	2,777
Silver (US$/ounce – London Spot)	84.4	23.4	39.4	28.2
Lead (US$/tonne – LME Sett)	1,931	2,076	1,965	2,072
Copper (US$/tonne – LME Sett)	12,852	8,444	9,898	9,144
Gold (US$/ounce – London Spot)	4,877	2,073	3,431	2,387

The key drivers and recent trends of each of the metals that we produce are:

- *Zinc* is a major component of the construction and automotive industries, mainly due to its galvanizing applications. Metal prices have exhibited an upward trend since late 2025. This increase has been driven primarily by increasingly constrained global supply, smelter production constraints in key markets, persistent weakness in the U.S. dollar, and ongoing geopolitical tensions between the United States and Iran. Collectively, these factors have contributed to a more supportive and structurally favorable pricing context for metals. As of March 31, 2026, the price of zinc was US$3,184 per tonne.

- *Silver* is generally seen as store of value and therefore its price tends to be resilient in times of economic uncertainty. In addition, applications in electronics and solar cells have added to the already wide spread uses of silver in photography, currency, jewelry and silverware. Due to the weakness of the US dollar and rising geopolitical uncertainty, silver prices followed the same trend as gold, acting as a safe haven and drawing strong investment demand amid market uncertainty to reach all-time highs in the first quarter of 2026. In the first three months of 2026, silver prices increased compared to the average price in the first three months of 2025 from US$31.9 per ounce to an average of US$94.4 per ounce in the first three months of 2026. As of March 31, 2026, the price of silver was US$72.7 per ounce.

- *Lead* is used as energy storage and in certain other products such as ammunition, oxides in glass and ceramics, casting metals and sheet lead. As in the case of zinc, lead prices have also been guided by the growing concerns over geopolitical tensions between the United States and Iran. Nonetheless, lead's demand structure differs from that of zinc, resulting in distinct pricing dynamics. From the end of 2021 to the end of 2024, lead prices fluctuated in response to evolving market conditions, including developments in automobile demand and lead-acid battery consumption across various markets. Demand for lead continues to be supported by its use in batteries and energy storage applications. In late 2025 and early 2026, the weakness of the U.S. dollar also contributed to a recovery in lead prices. As of March 31, 2026, the price of lead stood at US$1,881 per tonne.

- *Copper* is used for construction, power generation and transmission, electronic product manufacturing, and the production of industrial machinery and transportation vehicles. Similar to the other metals described above, the price of copper was also initially negatively impacted at the beginning of 2025 as a result of the trade disputes between the United States and China. However, in the final months of 2025 and the beginning of 2026, copper prices increased, reaching new highs. This upward movement was supported by strong structural demand and tight supply, with a weaker U.S. dollar and Middle East-related supply risks providing additional support, though geopolitical tensions also added volatility to the metal's price performance. As of March 31, 2026, the price of copper was US$12,160 per tonne.

For further information on the drivers and trends affecting these metals, see "*Industry Overview*."

Production Volumes, Ore Grade and Metal Mix. We have consistently ranked among the ten largest producers of zinc, silver and lead globally from 2006 to 2025, according to Wood Mackenzie. We were the second-leading producer of zinc, first-leading producer of lead and among the top three producers of silver in Peru as of December 2025, according to MINEM. In 2024, due to higher treated tonnage at the Yauli Unit and higher grades at

the Chungar Unit, our zinc, lead and silver production increased, meanwhile our copper production remained stable at the production level from previous years. See "*Business—Operations—Mining Units—Cerro de Pasco Unit—Outlook*." We are currently using 96% of our installed capacity. Our reserves for all metals as of December 31, 2025 demonstrated grades that are consistent with those of the last few years. The following table sets forth our reserves for the metals and periods indicated, and the average ore grade of our reserves as of December 31, 2025.

	Average Ore Grade of Reserves as of December 31, 2025	Year ended December 31, 2025	Year ended December 31, 2024
	(percentages and, in the case of silver, ounces per tonne)	(in thousand tonnes and million ounces in the case of silver)	
Zinc	3.7%	1,755	1,883
Silver	2.0 oz	94	96
Lead	1.2%	583	598
Copper	0.1%	28	50

Costs and Expenses. Our ability to manage costs and expenses is a key driver of our competitiveness, particularly in volatile commodity price environments. The quality and richness of our ore deposits and our economies of scale position us as one of the lowest-cost metal producers in the region, providing a natural buffer against cost pressures. In the past we have been able to react quickly to commodity price cycles by reducing controllable costs, such as exploration projects and mining development, achieving significant cost reductions. Our unit cost of production increased by 17.2% over the last year, from US$51.7 per metric tonne in the first quarter of 2025 to US$60.3 in the first quarter of 2026, reflecting industry-wide inflationary pressures on labor, energy and materials.

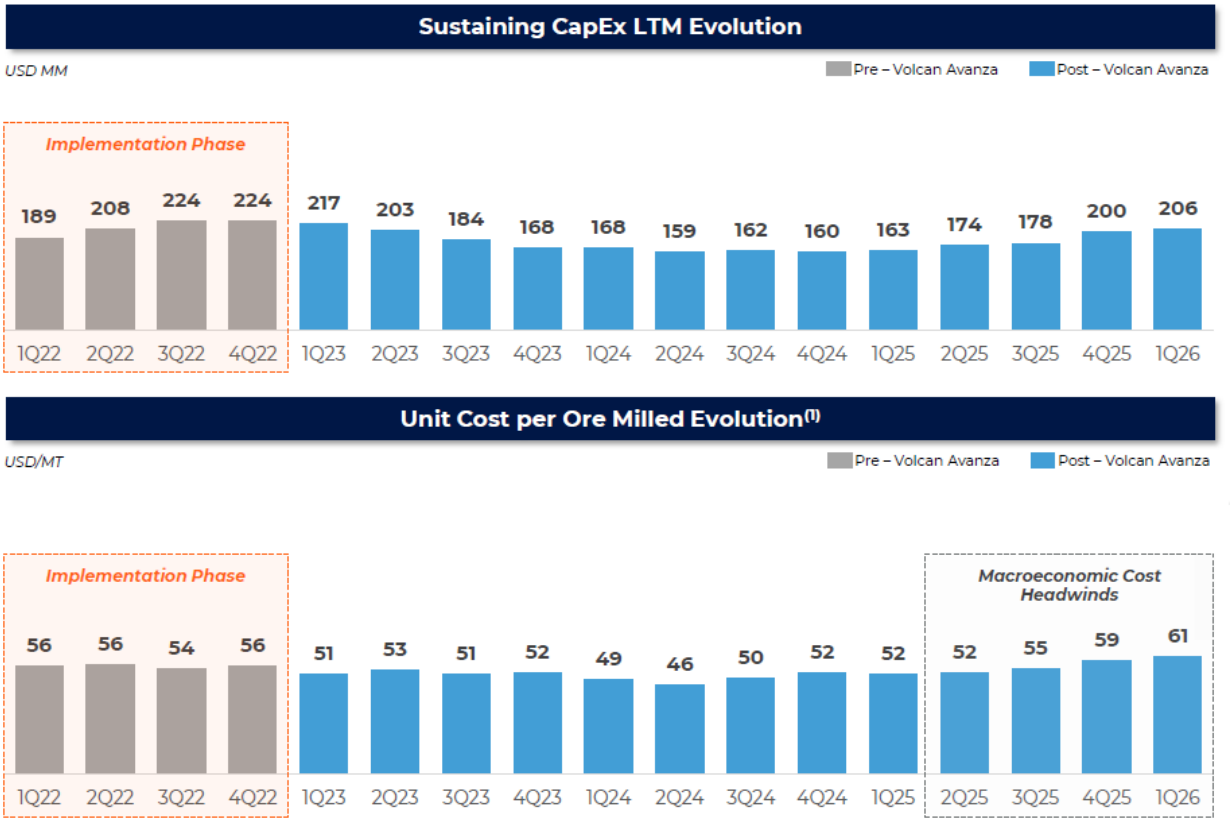
	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
	(U.S. dollars per finished metric tonne and per ounce in the case of silver)			
Unit Cost [(1)]				
Unit Cost Current Operations	60.6	51.7	54.2	49.2

(1) Unit cost includes all expenses incurred in the production of concentrate (excluding depreciation and amortization).

The largest components of our cost structure are contractors' expenses, production materials and supplies, labor and energy expenses, which accounted for approximately 47%, 24%, 19% and 10%, respectively, of our production costs in the first three months of 2026. In 2025, contractors' expenses accounted for approximately 44% of our production costs, production materials and supplies for approximately 26%, labor for approximately 19% and energy expenses for approximately 11%.

Our continuous improvement program, Volcan Avanza, implemented in 2022, focuses on optimizing our internal processes and identifying cost reduction opportunities across all of our mining units. Through this program, we achieved cumulative savings of US$71.2 million between 2023 and 2025. Through Volcan Avanza, during 2025, we focused our efforts on improving mining cost efficiency by optimizing mining methods, reducing reagent consumption across all of our concentrator plants, enhancing metallurgical recovery, and optimizing mineral transport across all of our mining units, without disrupting our normal course of business and while meeting global safety standards. Similarly, we previously suspended operations at Islay Mine in July 2023 to focus resources on our highest-value assets. We believe that Volcan Avanza allows us to mitigate many external market effects such as international metal prices, inflation and exchange rates, and we remain committed to identifying new efficiency opportunities to maintain operational resilience and continue generating value for our stakeholders across commodity cycles.

Furthermore, the Volcan Avanza program also helped decrease our unit cost per ore milled and sustaining capital expenditures as shown in the graphs below:



Commercial Terms. The commercial terms that we negotiate for our sales affect our business performance. We sell our products through long-term contracts and tenders. In 2025, approximately 12.6% of our sales were under long-term contracts and 87.4% under tenders. Our client base is composed of major global commodity traders and refineries. We have significant negotiating leverage and typically obtain very competitive commercial terms for our products. Sales prices for our products are established principally by reference to prices quoted on the London Metal Exchange and London Bullion Market. Pricing is based on prevailing average prices for the relevant metal for a given period, generally for the month of shipment, the month following the month of shipment or the second month following the month of shipment. Revenues are recorded at provisional prices determined at the time of shipment. Usually, an adjustment is then made after delivery of the products, based on the final pricing terms, the final tonnage delivered (FOB and CIF tonnages are determined at destination) and the final metal contents delivered. Sales to trading companies accounted for approximately 76% of our sales by value in 2025 and 71% in the first three months of 2026.

We take advantage of our leading position in the Central Andes in terms of tonnage and a diversified high quality product basket. The Central Andes is home to several other major mining operations. As a result, this area is one of the most important concentrate hubs of the world. In addition, trading companies have a long history in the region and are generally willing to offer premium terms for our concentrates, as our volume and quality is needed to offset other producers' low volumes and especially lower quality concentrates. In general, because of the quality and volume of our production, we have several alternatives to choose from when placing our sales.

Hedging Operations. We generally use metal commodity futures in order to reduce the risk associated with metal price volatility. In addition, we may use foreign currency forwards to mitigate the risk related to our U.S. dollar revenues and certain payments we make in soles. Our hedging policy is approved by our board of directors, with current approval for hedging up to 45% of silver and zinc separately per calendar year. The net result of hedging operations in the comprehensive income statement was a loss of US$24.2 million in 2025 and a loss of US$49.3 million in the first three months of 2026. Currently, we remain active in hedging operations. See "*Risk Factors—Risks*

Relating to Our Business—We engage in hedging activity which may not be successful and may result in losses to us." See also Notes 2.4.5 and 32 to our financial statements for further information on our hedging activity.

Peruvian Inflation and Devaluation of the Sol. Our functional currency is the U.S. dollar. Approximately 37% of our expenses are denominated in soles for the three months ended March 31, 2026. Since our revenues are primarily denominated in U.S. dollars, when inflation/deflation in Peru is not offset by a change in the exchange rate of the sol to the U.S. dollar, our financial position, results of operations and cash flows may be adversely affected to the extent that the inflation/devaluation effects are passed onto us by our suppliers or reflected in our wage adjustments. In addition, the U.S. dollar value of our net monetary assets denominated in soles may be affected by devaluation of the sol, resulting in a re-measurement loss in our consolidated financial statements. Recent inflation and devaluation/appreciation rates are provided in the table below.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Peruvian inflation rate[1]	2.87%	0.80%	1.30%	1.90%
Sol/U.S. dollar devaluation (appreciation) rate	(4.70%)	(1.60%)	(10.50%)	1.57%

Source: INEI and BCRP

(1) Consumer Price Index for Metropolitan Lima as published by INEI.

Critical Accounting Policies and Estimates

We have identified certain significant accounting policies on which our financial condition and results of operations are dependent. These significant accounting policies most often involve complex quantitative analyses or are based on subjective judgments or decisions. A change in these estimates and assumptions could affect the reported amount of assets and liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. See Note 2 to our audited consolidated financial statements and Note 2 to our unaudited interim condensed consolidated financial statements for a detailed discussion of our significant accounting policies, including 'Statement of compliance and basis of preparation and presentation', 'Consolidation principles', 'Functional and presentation currency', 'Foreign currency transactions', 'Financial instruments', 'Cash and cash equivalents', 'Inventories and obsolescence estimate', 'Property, plant and equipment (net)', 'Investment properties (net)', 'Mining concessions, evaluation, exploration and development costs and other intangibles', 'Review of impairment of long-term assets', 'Investment in associates', 'Leases', 'Provisions', 'Provision for closure of mining units', 'Financing costs', 'Revenue recognition', 'Recognition of costs and expenses', 'Employee benefits', 'Operating profit', 'Income tax', 'Contingent assets and liabilities' and 'Basic and diluted earnings per share' and 'Segments'.

Results of Operations

Three months ended March 31, 2025 compared to Three months ended March 31, 2026

The following table sets forth our summarized results of operations for the periods indicated.

	Three months ended March 31,		% Change
	2026	2025	
	(In millions of U.S. dollars)		
Net Sales	361.3	277.8	30.1%
Cost of sales	(194.1)	(176.9)	9.7%
Gross profit	**167.2**	**100.9**	65.7%
Administrative expenses	(20.9)	(16.8)	24.4%
Selling expenses	(6.6)	(7.8)	(15.4%)
Other income	15.6	5.8	169.0%
Other expenses	(20.0)	(12.4)	61.3%

	Three months ended March 31,		% Change
	2026	2025	
	(In millions of U.S. dollars)		
Operating profit	**135.3**	**69.7**	94.1%
Financial income (expenses)	(22.1)	(21.1)	4.7%
Profit before income tax	113.2	48.6	132.9%
Income tax expense	(41.4)	(14.0)	195.7%
Net profit	**71.8**	**34.5**	108.1%

The following table sets forth each line item of our summarized results of operations as a percentage of our net sales for the periods indicated.

	Three months ended March 31,		% Change
	2026	2025	
Net Sales	100.0%	100.0%	0.0%
Cost of sales	(53.7%)	(63.7%)	10.0%
Gross profit	46.3%	36.3%	10.0%
Administrative expenses	(5.8%)	(6.1%)	0.3%
Selling expenses	(1.8%)	(2.8%)	1.0%
Other income	4.3%	2.1%	2.2%
Other expenses	(5.5%)	(4.5%)	(1.0%)
Operating profit	37.4%	25.1%	12.3%
Financial income (expenses)	(6.1%)	(7.6%)	1.5%
Loss before income tax	31.3%	17.5%	13.8%
Income tax expense	(11.4%)	(5.1%)	(6.3%)
Net profit	19.9%	12.4%	7.5%

Net Sales. The 30.1% increase in net sales during the three months ended March 31, 2026, as compared to the corresponding period in 2025, was primarily driven by higher silver and zinc prices, partially offset by lower volumes of payable fine metal content in our concentrates sold.

The following table sets forth the components of our sales by concentrate and doré for the metals and periods indicated.

	Three months ended March 31,		% Change
	2026	2025	
	(In millions of U.S. dollars, except for percentages)		
Sales by concentrate and doré and adjustments			
Zinc	164.0	146.1	12.3%
Silver	77.0	59.0	30.5%
Lead	130.8	49.8	162.7%
Copper	46.7	19.0	145.8%
Subtotal	**418.6**	**273.8**	**52.9%**
Execution of financial instruments	(49.3)	0.4	(12,425.0%)
Embedded derivatives	(8.0)	3.6	(322.2%)
Total	**361.3**	**277.8**	**30.1%**

The following table sets forth our sales and average realized prices disaggregated by the payable fine metal content contained within the mineral concentrates that Volcan sells. While the table above presents our sales by type of concentrate and doré in accordance with IFRS revenue recognition requirements, the table below disaggregates our sales by the fine payable metal content in concentrates sold for the periods indicated. This presentation provides

investors with additional insight into the composition and realized pricing of the metals underlying Volcan's concentrate sales.

	Three months ended March 31,		% Change
	2026	2025	
	(In millions of U.S. dollars, except for percentages, prices and production data)		
Sales by fine metal in concentrate and adjustments			
Zinc	143.3	145.5	(1.5%)
Silver	190.2	86.1	120.9%
Lead	28.1	31.1	(9.6%)
Copper	10.6	9.1	16.5%
Gold	10.5	7.6	38.2%
Antimony	0.1	0.0	n.a.
Pyrites	1.5	0.0	n.a.
Subtotal	**384.1**	**279.4**	**37.5%**
Settlement of Prior Period Adjustments	34.4	(5.5)	(725.5%)
Adjustments for Open Positions	(8.0)	3.6	(322.2%)
Hedging Results	(49.3)	0.4	(12,425.0%)
Total	**361.3**	**277.8**	**30.1%**
Average Realized Prices			
Zinc (US$/tonne)	3,218	2,907	10.7%
Silver (US$/ounce)	80.3	31.7	153.3%
Lead (US$/tonne)	1,965	1,966	(0.1%)
Copper (US$/tonne)	12,720	9,347	36.1%
Gold (US$/ounce)	4,777	2,896	65.0%
Fine Metal Production			
Zinc (in thousands of tonnes)	50.7	57.4	(11.7%)
Silver (in millions of ounces)	2.8	3.3	(15.2%)
Lead (in thousands of tonnes)	12.8	16.1	(20.5%)
Copper (in thousands of tonnes)	0.9	1.1	(18.2%)
Gold (in thousands of ounces)	3.0	3.6	(16.7%)

Cost of sales. The 9.7% increase in cost of sales during the three months ended March 31, 2026 as compared to the corresponding period in 2025, was primarily due to higher production costs, complemented by higher depreciation and amortization, higher employee profit-sharing consistent with the stronger results for the period, and a reduction in inventories. The following table sets forth our cost of sales for the periods indicated.

	Three months ended March 31,		% Change
	2026	2025	
Cost of sales	(In millions of U.S. dollars)		
Consumption of supplies	(31.6)	(30.8)	2.6%
Labor	(29.1)	(26.2)	11.1%
Services provided by third parties, energy and others	(74.0)	(65.8)	12.5%
Purchase of mineral and concentrates	(8.1)	(11.1)	(27.0%)
Depreciation and amortization	(38.7)	(38.9)	(0.5%)
Plant stoppage cost[(1)]	(8.5)	(7.7)	10.4%
Change in inventories of concentrates in process and ore	(4.2)	3.6	(216.7%)
Total cost of sales	**(194.1)**	**(176.9)**	**9.7%**

(1) Plant stoppage cost consists of cost of plants' shutdown, depreciation of plants' shutdown and amortization of plants' shutdown.

Administrative expenses. The 24.4% increase in administrative expenses during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 was mainly due to higher professional fees as well as external advisory and consulting services aimed at strengthening the Company's management processes. The following table sets forth our administrative expenses for the periods indicated.

	Three months ended March 31,		% Change
	2026	2025	
	(In millions of U.S. dollars)		
Administrative expenses[(1)]			
Personnel charges	(5.8)	(9.4)	(38.3%)
Mails, telecommunications and other minor items	(0.8)	(1.3)	(38.5%)
Services provided by contractors	(0.6)	(0.0)	100.0%
Professional fees	(8.7)	(1.6)	443.8%
Insurance	(1.4)	(1.7)	(17.6%)
Leases	(0.4)	(0.3)	33.3%
Operating rights - penalties	(1.6)	(1.0)	60.0%
Communication and information technology	-	-	-
Depreciation	(0.4)	(0.3)	33.3%
Amortization	(0.4)	(0.5)	(20.0%)
Others	(1.0)	(0.7)	42.9%
Total administrative expenses	**(20.9)**	**(16.8)**	**24.4%**

Selling expenses. The 15.4% decrease in selling expenses during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 was mainly attributable to lower transportation costs for freight and shipment associated with the lower volumes of payable fine metal content in our concentrates sold.

The following table sets forth our selling expenses for the periods indicated.

	Three months ended March 31,		% Change
	2026	2025	
	(In millions of U.S. dollars)		
Selling expenses			
Freight	(4.1)	(4.4)	(6.8%)
Services for the sale of concentrates	(1.3)	(1.5)	(13.3%)
Sundry services	(0.1)	(0.4)	(75.0%)
Services provided by contractors	(0.1)	(0.2)	(50.0%)
Personnel charges	(0.3)	(0.4)	(25.0%)
Samples, assays and supervision	(0.3)	(0.3)	0.0%
Shipment expenses	(0.3)	(0.1)	200.0%
Services provided by third parties	(0.0)	(0.0)	-
Leases	(0.0)	(0.5)	(100.0%)
Total selling expenses	**(6.6)**	**(7.8)**	**(15.4%)**

Financial income (expenses). The 4.7% decrease in financial expenses during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 is primarily the result of higher financial income from interest on deposits derived from the stronger cash position, which offset the increase in financial expenses associated with higher total debt.

Income tax expense. The 195.7% increase in income tax and royalties during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 is mainly due to improved financial results obtained during the period, resulting in the direct increase of mining royalties and taxes.

Net profit (loss). The 108.1% increase during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 was primarily driven by higher silver and zinc prices, partially offset by hedge losses and increases in mining royalties and income taxes associated with improved operating performance.

Year ended December 31, 2025 compared to Year ended December 31, 2024

The following table sets forth our summarized results of operations for the periods indicated.

	For year ended December 31,		% Change
	2025	**2024**	**2025/2024**
	(In millions of U.S. dollars)		
Sales	1,180.7	960.5	22.9%
Cost of sales	(737.4)	(699.6)	5.4%
Gross profit	**443.3**	**260.9**	**69.9%**
Administrative expenses	(93.0)	(62.5)	48.8%
Selling expenses	(35.3)	(29.1)	21.3%
Other income	34.9	145.1	(75.9%)
Other expenses	(87.1)	(115.7)	(24.7%)
Reversal of impairment loss of long-lived assets	140.4	91.7	53.1%
Operating profit	**403.2**	**290.5**	**38.8%**
Financial income (expenses)	(120.4)	(74.3)	62.0%
Profit before income tax	282.8	216.2	30.8%
Income tax expense	(77.4)	(79.1)	(2.1%)
Net profit	**205.4**	**137.1**	**49.8%**

The following table sets forth each line item of our summarized results of operations as a percentage of our sales for the periods indicated.

	For year ended December 31,		% Change
	2025	**2024**	**2025/2024**
Sales	100.0%	100.0%	0.0%
Cost of sales	(62.5%)	(72.8%)	10.3%
Gross profit	**37.5%**	**27.2%**	**10.3%**
Administrative expenses	(7.9%)	(6.5%)	(1.4%)
Selling expenses	(3.0%)	(3.0%)	0.0%
Other income	3.0%	15.1%	(12.1%)
Other expenses	(7.4%)	(12.0%)	4.6%
Reversal of impairment loss of long-lived assets	11.9%	9.5%	2.4%
Operating profit	**34.1%**	**30.2%**	**3.9%**
Financial income (expenses)	(10.2%)	(7.7%)	(2.5%)
Profit before income tax	24.0%	22.5%	1.5%
Income tax expense	(6.6%)	(8.2%)	1.6%
Net profit	**17.4%**	**14.3%**	**3.1%**

Net Sales. The 22.9% increase in net sales in 2025 as compared to 2024 was primarily due to higher zinc and silver prices, increased production volumes, and more favorable commercial conditions for concentrate sales.

The following table sets forth the components of our sales by concentrate and doré for the metals and periods indicated.

	For year ended December 31,		% Change
	2025	2024	2025/2024
	(In millions of U.S. dollars, except for percentages)		
Sales by concentrate and doré and adjustments			
Zinc	603.0	502.2	20.1%
Silver	267.0	177.7	50.3%
Lead	233.8	213.8	9.4%
Copper	92.8	71.3	30.2%
Subtotal	**1,196.7**	**965.0**	**24.0%**
Execution of Financial Instruments	(24.2)	(0.1)	24,100.0%
Embedded Derivatives	8.2	(4.5)	(282.2%)
Total	**1,180.7**	**960.5**	**22.9%**

While the table above presents our sales by type of concentrate and doré in accordance with IFRS revenue recognition requirements, the table below disaggregates our sales by the fine payable metal content in concentrates sold for the periods indicated along with the average realized prices received for that fine metal content. This presentation provides investors with additional insight into the composition and realized pricing of the metals underlying Volcan's concentrate sales.

	For year ended December 31,		% Change
	2025	2024	2025/2024
	(In millions of U.S. dollars, except for percentages, prices and volume)		
Sales by fine metal in concentrate and adjustments			
Zinc	582.2	479.3	21.5%
Silver	422.4	324.1	30.3%
Lead	122.5	105.0	16.7%
Copper	33.0	30.6	7.8%
Gold	37.5	24.6	52.4%
Antimony	0.0	0.0	n.a.
Pyrites	0.0	0.0	n.a.
Slag	0.0	1.5	(100.0%)
Subtotal	**1,197.6**	**965.0**	**24.0%**
Settlement of Prior Period Adjustments	(0.9)	0.0	n.a.
Adjustments for Open Positions	8.2	(4.5)	(282.2%)
Hedging Results	(24.2)	(0.1)	24,100.0%
Total	**1,180.7**	**960.5**	**22.9%**

	For year ended December 31,			% Change
	2025	2024	2023	2025/2024
	(In millions of U.S. dollars, except for percentages, prices and volume)			
Average Realized Prices				
Zinc (US$/tonne)	2,901	2,768	2,642	4.8%
Silver (US$/ounce)	37.9	28.2	23.2	34.4%
Lead (US$/tonne)	1,966	2,079	2,079	(5.4%)
Copper (US$/tonne)	9,947	8,709	8,709	14.2%
Gold (US$/ounce)	3,440	2,419	2,419	42.2%
Fine Metal Production				
Zinc (in thousands of tonnes)	235.5	230.1	230.1	2.3%
Silver (in millions of ounces)	13.5	13.9	13.9	(2.9%)
Lead (in thousands of tonnes)	63.7	54.6	54.6	16.7%
Copper (in thousands of tonnes)	3.9	4.3	4.3	(9.3%)
Gold (in thousands of ounces)	13.7	13.1	13.1	4.6%

Cost of sales. The 5.4% increase in the cost of sales of 2025 as compared to 2024 was mainly due to higher production costs, increased employee profit-sharing, and inventory reductions, partially offset by lower depreciation and amortization and reduced shutdown expenses. The following table sets forth our cost of sales for the periods indicated.

	For the year ended December 31,		% Change
	2025	**2024**	**2025/2024**
	(In millions of U.S. dollars)		
Cost of sales			
Consumption of supplies	129.0	121.0	6.6%
Labor	108.5	89.2	21.6%
Services provided by third parties, energy and others	293.4	259.0	13.3%
Purchase of mineral and concentrates	28.1	1.3	2,061.5%
Depreciation and amortization	149.2	178.2	(16.3%)
Plant stoppage cost[(1)]	31.6	42.3	(25.3%)
Others	0.3	2.9	(89.7%)
Change in inventories of concentrates in process and ore	(2.7)	5.7	(147.4%)
Total cost of sales	**737.4**	**699.6**	**5.4%**

(1) Plant stoppage cost consists of cost of plants' shutdown, depreciation of plants' shutdown and amortization of plants' shutdown.

Administrative expenses. The 48.8% increase in administrative expenses during the year ended December 31, 2025 as compared to the year ended December 31, 2024 was mainly due to higher personnel expenses and provisions, increased insurance premiums, and additional external advisory expenses mainly related to consulting and advisory fees. The following table sets forth our administrative expenses for the periods indicated.

	For the year ended December 31,		% Change
	2025	**2024**	**2025/2024**
	(In millions of U.S. dollars)		
Administrative expenses[(1)]			
Personnel charges	39.0	35.1	11.1%
Mails, telecommunications and other minor items	4.9	3.1	58.1%
Services provided by contractors	0.5	0.5	0.0%
Professional fees	30.6	6.4	378.1%
Insurance	6.0	5.1	17.6%
Leases	1.4	1.5	(6.7%)
Operating rights - penalties	3.4	3.6	(5.6%)
Communication and information technology	0.8	0.6	33.3%
Depreciation	1.2	1.2	0.0%
Impairment of accounts receivable	-	-	-
Amortization	1.8	2.1	(14.3%)
Depreciation of right-of-use assets	0.0	0.3	(100.0%)
Others	3.3	3.1	6.5%
Total administrative expenses	**93.0**	**62.5**	**48.8%**

(1) Includes administrative expenses for exploitation and exploration activities.

Selling expenses. The 21.3% increase in selling expenses in 2025 as compared to 2024 was explained mainly explained by the growth in sales volumes. The following table sets forth our selling expenses for the periods indicated.

	For the year ended December 31,		% Change
	2025	2024	2025/2024
	(In millions of U.S. dollars)		
Selling expenses			
Freight	19.2	18.0	6.7%
Services for the sale of concentrates	7.1	3.7	91.9%
Sundry services	1.0	0.6	66.7%
Services provided by contractors	1.2	1.0	20.0%
Personnel charges	1.5	1.1	36.4%
Samples, assays and supervision	1.9	1.5	26.7%
Shipment expenses	0.8	0.7	14.3%
Services provided by third parties	1.0	0.8	25.0%
Leases	1.7	1.7	0.0%
Depreciation	0.1	0.1	0.0%
Total selling expenses	**35.3**	**29.1**	**21.3%**

Financial income (expenses). The 62.0% increase in financial expenses during 2025 as compared to 2024 was mainly driven by higher total debt and accrued expenses from the issuance of the Initial Notes as part of the refinancing process aimed at strengthening the Company's financial position.

Income tax expense. The 2.1% decrease in income tax expense in 2025 as compared to 2024 is related to the effect from exchange rate variations on the conversion of tax benefits from foreign currencies.

Net profit (loss). The 49.8% increase in net profit in 2025 compared to 2024 was primarily driven by stronger operational performance associated with higher sales during the period, partially offset by increased operating costs.

Liquidity and Capital Resources

Our primary source of liquidity is cash provided by operations, with our primary uses of liquidity being working capital and capital expenditures. Other financing sources include financial leasing lines for the acquisition of mine equipment and lines of credit from financial institutions for working capital purposes. As of March 31, 2026, our long-term debt outstanding was US$800.1 million, excluding accrued interest.

We expect that we will meet our working capital, capital expenditure and exploration expense requirements for the next several years from internally generated funds and cash on hand. Additional financing, if necessary for the construction of any project, is expected to be obtained from borrowings under bank loans or the issuance of debt securities. There can be no assurance, however, that sufficient funding will be available to us from internal or external sources to finance any future capital expenditure program, or that external funding will be available to us for such purpose on terms or at prices favorable to us. A very significant decline in metal prices would be reasonably likely to affect the availability of such sources of liquidity.

	For the three months ended March 31,		For the year ended December 31,	
	2026	2025	2025	2024
	(In millions of U.S. dollars)			
Cash from operating activities	122.0	67.9	404.7	299.5
Cash used in investing activities	(86.5)	(36.0)	(247.7)	(73.7)
Cash resulting from (used in) financing activities	(75.7)	(34.0)	17.3	(131.6)

Cash From Operating Activities. The increase in cash flow generated from operating activities for each of the two years ended December 31, 2025 and 2024 resulted primarily from sales variation of US$271.3 million, partially offset by an increase in working capital expenses of US$164.3 million. The increase in cash flow generated from operating activities for the three months ended March 31, 2026, as compared to the previous period in 2025 is mainly related to sales variation of US$128.1 million and an increase in tax payments of US$47.6 million.

Cash Used in Investing Activities. The increase in cash flow used in investing activities in 2025, as compared to 2024, is mainly related to the purchase of properties, plant and equipment for US$75.0 million in 2025, among other investing activities. The comparatively lower level of cash used in investing activities in 2024 was attributable to net proceeds of US$74.1 million received from the sale of our subsidiaries Empresa de Generación Eléctrica Río Baños and Empresa Hidroeléctrica Huanchor to Rimac Hydro S.A.C., which partially offset capital expenditures and other investing outflows during that period. The increase in cash used in investing activities for the three months ended March 31, 2026, as compared to the previous period in 2025 was mainly related to the purchase of properties, plant and equipment and the acquisition of Transmisión Andina de Generación S.A.C. ("TAG").

Cash Resulting from (Used in) Financing Activities. Financing activities during 2024 consisted primarily of interest payments of US$61.9 million, financial obligations payments of US$84.0 million and new loans for US$55.0 million. Financing activities during 2025 consisted primarily of an increase in cash from the issuance of the Initial Notes for US$750.0 million offset by interest payments of US$71.7 million and financial obligations payments of US$615.3 million. Financing activities during the first three months of 2026 consisted primarily of interest payments of US$4.0 million and financial obligations payments of US$69.7 million primarily related to the repayment of our 4.375% senior notes due 2026; while financing activities during the first three months of 2025 consisted primarily of interest payments of US$21.4 million and financial obligations payments of US$8.8 million.

Contractual Obligations and Contingencies

The following table sets forth, in accordance with IFRS, certain contractual obligations and contingencies as of March 31, 2026.

Payments Due by Period

	Total	<1 year	1-3 years	3-5 years	More than 5 years
		(In millions of U.S. dollars)			
Financial obligations	817.6	34.9	49.3	-	733.4
Workers' participation[(1)]	4.5	4.5	-	-	-
Derivatives and financial instruments	127.6	127.6	-	-	-
Provision for the closure of mining units[(2)]	170.3	13.2	27.3	23.6	106.2
Total	**1,120.0**	**180.2**	**76.7**	**23.6**	**839.6**

(1) Workers' participation is currently calculated based on our pre-tax earnings. In Peru, the provision for workers' participation is calculated at 8% of pre-tax earnings. The current portion of this participation, which is accrued during the year, is based on our taxable income and is largely distributed to workers following determination of final results for the year.

(2) Asset retirement obligations include the aggregate amount of the closure and remediation costs of our mines and facilities to be paid under the mine closure plans.

Our total net financial debt was US$494.9 million as of March 31, 2026, US$524.2 as of December 31, 2025, US$564.2 million as of December 31, 2024, US$712.9 million as of December 31, 2023, US$714.3 million as of December 31, 2022 and US$684.6 million as of December 31, 2021.

The credit agreements executed by us with financial institutions impose certain financial covenants during the term of these agreements which are usual for these types of agreements. As of March 31, 2026, we were in compliance with all restrictions and covenants related to our obligations in our credit agreements. See Note 14 to our audited consolidated financial statements included elsewhere in this offering memorandum.

Capital Expenditures

The following table sets forth our accrued capital expenditures for the periods indicated.

Accrued Capital Expenditures (non-cash)

	For the three months ended March 31,		For the year ended December 31,	
	2026	**2025**	**2025**	**2024**
		(In millions of U.S. dollars)		
Local exploration	1.4	1.6	7.9	8.8
Mine development	20.3	15.8	75.4	69.1
Plants and tailing facilities	9.9	11.3	53.2	39.3
Mine and infrastructure**	7.5	5.9	35.4	25.3
Electrical infrastructure in units	0.8	0.7	6.3	5.5
Support and others	2.2	0.8	21.8	12.3
Romina Project*	16.5	3.6	39.9	6.2
Other Growth Projects	2.0	0.0	4.2	0.1
Corporate**	3.0	0.0	4.4	0.7
Energy and other expenditures	0.0	0.0	0.4	0.0
Total accrued capital expenditures (non-cash)**	**63.5**	**39.7**	**248.9**	**167.3**

* For a description of the projects, see "*Business—Growth Projects*."
** These amounts exclude leasing additions and are replaced by lease installment payments

We seek to maintain our competitive position in the industry through our capital expenditure program. Over the next three years, we expect to invest more than US$700 million to sustain and improve our current operations. In addition, our growth investment plan includes the development of the Romina project, which has its commercial operation date scheduled for the end of June 2026, followed by a ramp up to reach full production capacity, which is projected at an average annual production of 40,000 fine tonnes of zinc, 20,000 fine tonnes of lead and around one million ounces of silver during the life of the mine, which is estimated at 13 years.

For the development of the Romina project, we estimate capital expenditures of approximately US$114.7 million from 2023 to 2026. As of March 30, 2026, US$110.5 million has been invested in the Romina project, comprised of US$54.1 million from 2017 to 2024, US$39.9 million in 2025 and US$16.5 million in the first quarter of 2026. We expect to invest an additional US$44.1 million through the end of 2026. The sustaining capital expenditures for the Romina project are expected to reach an average of US$6 million to US$8 million per year during the first eight years of the mine, and an average of US$2 million per year in the remaining years of the expected mine life. The operational expenditures expected for the Romina project are around US$52 per tonne during the first nine years of the mine and US$25 per tonne in the remaining four years of the estimated mine life, with an estimated mine unit cost of US$45 per metric tonne.

We plan to fund these projects with cash provided by operations. For a description of these projects, see "*Business—Growth Projects*."

Dividend Policy

Our dividend policy based on past years' practice has been to pay approximately 20% of our net profits in the form of either cash or stock. There are two kinds of dividend payments: (i) provisional dividends, which are approved by the board of directors and are generally paid during the fourth quarter of each year, and (ii) final dividends, which are paid in accordance with the annual shareholders' meeting. However, the amount and timing of such payments are subject to the final approval at such annual shareholders' meeting and board of directors' meeting, as well as to the availability of earnings to distribute. Peruvian corporations law (Law No. 26887, as amended, *Ley General de Sociedades*) establishes a mandatory dividend of 50% or less of the previous year's after-tax profits, net of the amount allocated to the legal reserve, if requested by shareholders representing at least 20% of the total common stock outstanding.

We have two classes of shares: Class A shares have full voting rights while Class B shares have no voting rights (except in certain exceptional cases) and receive an additional 5% on dividends over what Class A shares receive. We did not make any distribution of dividends in the last three years (2023, 2024, and 2025).

Off-Balance Sheet Arrangements

We did not have any off-balance sheet arrangements as of December 31, 2025 and 2024, and March 31, 2026 and 2025.

Quantitative and Qualitative Disclosures about Market Risk

During the normal course of our operations, we are exposed to several market risks, such as exchange rate risk, interest rate risk, price risk, credit risk and liquidity risk. Our risk management program is focused on minimizing the potential adverse effects of such risks on our financial performance. For a description of these risks and our capital risk management program as of and for the year ended December 31, 2025, see Note 32 to our audited consolidated financial statements included elsewhere in this offering memorandum. As of March 31, 2026, there has not been any material change in the risk factors as described therein.

BUSINESS

General

We are a diversified Peruvian mining company and a major global producer of zinc, silver and lead. We began operations in the early 1940s, and Wood Mackenzie and GFMS have consistently ranked us among the largest producers of these metals globally every year since 2006. We were the second-leading producer of zinc, first in lead and among the top three producers of silver in Peru up to December 2025, according to MINEM. We believe that the quality of our ore deposits, the efficiency of our operations and our economies of scale make us competitive among metal producers worldwide.

Our operations are divided into five main units that currently consist of five underground mines and two open pit mines in operation, five operating concentrator plants and one leaching plant extending across the Junín and Pasco departments in Peru, with our largest mine, San Cristobal – Carahuacra, accounting for approximately 31.7% of our 2025 tonnage production of zinc. Our mining units are all located between 170 and 295 kilometers from Lima, in the Central Andean region, a center of mining activity in Peru for centuries. As of December 31, 2025, our proven and probable reserves were 47.2 million tonnes and our measured, indicated and inferred resources were 450.2 million tonnes, which represented an average mine life of approximately 17 years at 2025 production levels. We have been granted mining concessions totaling approximately 268,000 hectares, of which: (i) 39.3% are currently being exploited, (ii) 4.2% are being explored, and (iii) approximately 56.5% remain unexploited and unexplored. In addition to our mining operations, we also own 864 hectares of land near the Chancay port that we expect to develop directly or through potential partnerships.

In the three months ended March 31, 2026, we had sales of US$361.3 million, net profit of US$71.8 million and Adjusted EBITDA of US$178.1 million. In the first three months of 2026, zinc represented 37.5%, silver represented 49.7%, lead represented 7.4%, gold represented 2.7% and copper represented 2.7% of our sales by value. For the year ended December 31, 2025, we had sales of US$1,180.7 million, net profit of US$205.4 million and Adjusted EBITDA of US$446.5 million. We had Adjusted EBITDA of US$277.2 million for the year ended December 31, 2023, US$297.5 million for the year ended December 31, 2022, and US$380.6 million for the year ended December 31, 2021. In 2025, zinc represented 48.6%, silver represented 35.3%, lead represented 10.2%, gold represented 3.1% and copper represented 2.8% of our sales by value. In 2025, concentrator plants treated 8.6 million dry tonnes of ore grading on average, 3.5% zinc, 2.2 silver ounces per tonne, 1.0% lead and 0.1% copper, and the oxides leaching plant treated 1.0 million dry tonnes of ore grading 5.9 silver ounces per tonne and 0.5 gold grams per tonne. We are currently developing projects to expand our production such as Romina, Esperanza, Zoraida, Carhuacayan, Palma, Santa Barbara and Colquihuarmi. See "*Business—Growth Projects*." For a reconciliation of Adjusted EBITDA to profit for the period/year, see "*Selected Consolidated Financial Data*."

Our main units are:

- *Yauli*. The Yauli unit (the "Yauli Unit") is comprised mainly of three underground mines (San Cristobal - Carahuacra, Andaychagua and Ticlio) producing an aggregate of approximately 3.1 million tonnes per year of ore bearing zinc, silver, lead, and copper. The ore is treated at two concentrator plants, Victoria and Andaychagua, with an aggregate processing capacity of 8,650 tonnes of ore per day. In 2025, this unit produced approximately 162.3 thousand tonnes of zinc, 6.6 million ounces of silver, 25.3 thousand tonnes of lead and 2.1 thousand tonnes of copper, representing approximately 63.8% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 63.7% of our sales by value. In the first three months of 2026, this unit produced approximately 34.3 thousand tonnes of zinc, 1.3 million ounces of silver, 5.8 thousand tonnes of lead, 0.4 thousand tonnes of copper and 0.9 thousand ounces of gold, representing approximately 63.1% of our sales by value in the period, as compared to the approximate production of 39.5 thousand tonnes of zinc, 1.7 million ounces of silver, 6.5 thousand tonnes of lead, 0.7 thousand tonnes of copper and 1.2 thousand ounces of gold in the first three months of 2025. As of December 31, 2025, our proven and probable reserves were 18.9 million tonnes and our measured, indicated and inferred resources were 53.2 million tonnes. The estimated mine life of the Yauli Unit is approximately 12 years at 2025 production levels, taking into account resources from advanced exploration targets.

- *Chungar*. The Chungar unit (the "Chungar Unit") is comprised of two underground mines, one in production and one in suspension since July 2023, producing an aggregate of approximately 1.0 million tonnes per year

of ore bearing zinc, silver, lead and copper. The ore is treated at a concentrator plant, which has a processing capacity of 5,500 tonnes of ore per day. In 2025, this unit produced approximately 42.3 thousand tonnes of zinc, 1.8 million ounces of silver, 21.3 thousand tonnes of lead and 0.9 thousand tonnes of copper, representing approximately 12.8% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 14.1% of our sales by value. In the first three months of 2026, this unit produced approximately 9.9 thousand tonnes of zinc, 0.5 million ounces of silver, 4.2 thousand tonnes of lead, 0.2 thousand tonnes of copper and 0.2 thousand ounces of gold, representing approximately 15.5% of our sales by value in the period, as compared to the approximate production of 10.6 thousand tonnes of zinc, 0.4 million ounces of silver, 5.0 thousand tonnes of lead, 0.2 thousand tonnes of copper and 0.2 thousand ounces of gold in the first three months of 2025. As of December 31, 2025, our proven and probable reserves were 5.8 million tonnes and our measured, indicated and inferred resources were 77.7 million tonnes. The Chungar Unit mine life is estimated at approximately 22 years at 2025 production levels, taking into account resources from advanced exploration targets such as the Esperanza project.

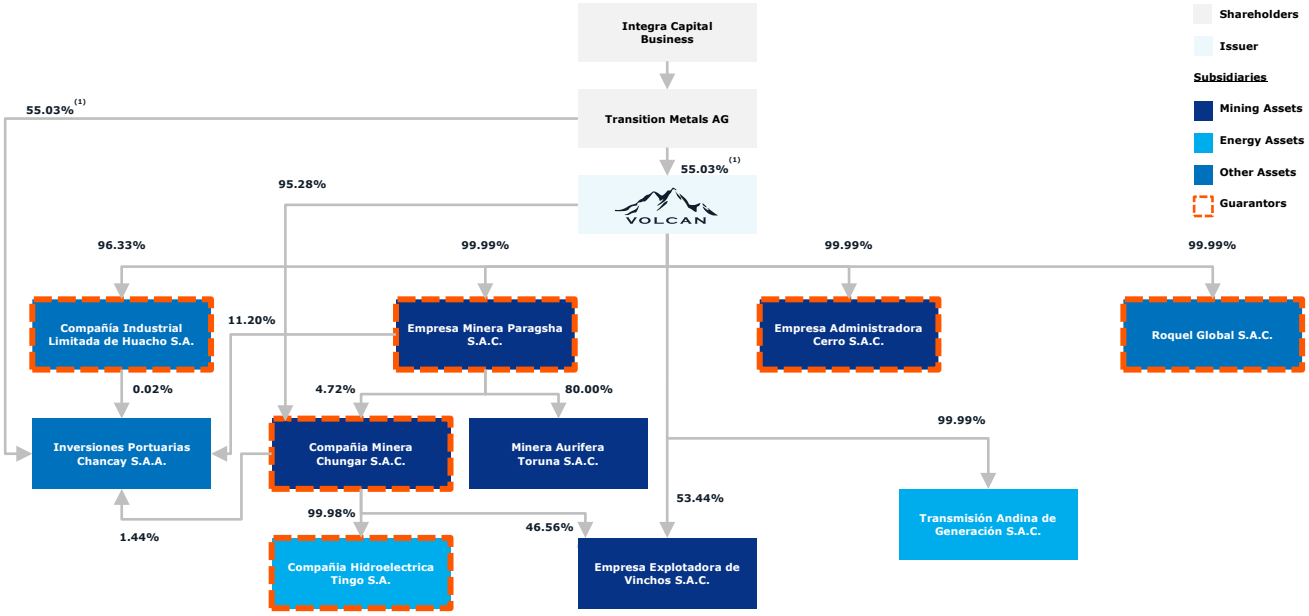
- *Óxidos de Pasco*. The Óxidos de Pasco unit (the "Óxidos de Pasco Unit") consists of one leaching plant, which has a processing capacity of 2,500 tonnes of ore per day. In 2025, this unit produced approximately 2.6 million ounces of silver and 8.6 thousand ounces of gold, representing approximately 10% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 12.3% of our sales by value. In the first three months of 2026, this unit produced approximately 0.5 million ounces of silver and 1.8 thousand ounces of gold, representing approximately 12.6% of our sales by value in the period., as compared to the approximate production of 0.6 million ounces of silver and 2.2 thousand ounces of gold in the first three months of 2025.

- *Cerro de Pasco*. The Cerro de Pasco unit (the "Cerro de Pasco Unit") consists of an open pit mine and mineral stockpiles producing an aggregate of approximately 3.4 million tonnes per year of ore bearing zinc, silver and lead. The ore is treated at one concentrator plant, which has an aggregate processing capacity of approximately 12,500 tonnes of ore per day. In 2025, this unit produced approximately 26.4 thousand tonnes of zinc, 1.8 million ounces of silver and 13.6 thousand tonnes of lead, representing approximately 9.1% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 8.4% of our sales by value. In the first three months of 2026, this unit produced approximately 6.4 thousand tonnes of zinc, 0.5 million ounces of silver, 2.7 thousand tonnes of lead and 0.3 thousand tonnes of copper, representing approximately 8.3% of our sales by value in the period, as compared to the approximate production of 5.8 thousand tonnes of zinc, 0.4 million ounces of silver, 3.4 thousand tonnes of lead and 0.2 thousand tonnes of copper in the first three months of 2025.

- *Alpamarca*. The Alpamarca unit (the "Alpamarca Unit") is comprised of an open pit mine and mineral stockpiles producing an aggregate of approximately 1.0 million tonnes per year of ore bearing zinc, silver, lead and copper. The ore is treated at a concentrator plant, which has a processing capacity of 2,500 tonnes of ore per day. In 2025, this unit produced approximately 4.5 thousand tonnes of zinc, 0.7 million ounces of silver, 3.5 thousand tonnes of lead and 0.2 thousand tonnes of copper, representing approximately 3.3% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 1.4% of our sales by value. In the first three months of 2026, this unit produced approximately 0.1 thousand tonnes of zinc, 30.4 thousand ounces of silver, 0.1 thousand tonnes of lead and 6.5 tonnes of copper, representing approximately 0.5% of our sales by value in the period, as compared to the approximate production of 1.44 thousand tonnes of zinc, 0.2 million ounces of silver, 1.2 thousand tonnes of lead and 0.1 thousand tonnes of copper in the first three months of 2025. Because the ore reserves in the original Alpamarca Unit have been substantially exploited as of the date of this offering memorandum, future production of the Alpamarca Unit is expected to be part of the Romina project. The Romina project consists of zinc, lead and silver polymetallic mineralization in the form of replacement bodies. The mining infrastructure of the project is fully completed, and its commissioning started in May 2026. The commercial operation date for the Romina project is scheduled for the end of June 2026, followed by a ramp up to reach full production capacity, which is projected at an average annual production of 40,000 tonnes of zinc, 20,000 tonnes of lead and one million ounces of silver during the life of the mine, which is estimated at 13 years. For additional information on the Romina and other projects, please see "*Business—Growth Projects*."

Organizational Structure

We act as the operating parent company of several subsidiaries, all of which are wholly-owned by us. Our corporate structure is shown in the following chart (the Yauli mining operations are owned by us directly and not by a separate subsidiary):



(1) Considers class A voting shares.

History

We began operations in 1943 as Volcan Mines Limited, with the Ticlio and Carahuacra mines. In the 1990s, as part of several privatizations in Peru, the Peruvian government auctioned certain mining areas and related assets. We acquired several of them and grew at a rapid pace. Over the past 30 years, our most significant asset acquisitions have included the following:

- In 1997, Volcan Mines Limited acquired, via an international public auction, Empresa Minera Mahr Tunel S.A., owner of the Mahr Tunel, San Cristobal and Andaychagua mining operations, from Centromin, which had been Peru's state mining company since 1974. This acquisition started our expansion process, which resulted in a 400% increase in production. In 1998, Volcan Mines Limited and Empresa Minera Mahr Tunel S.A. merged to create Volcan Compañía Minera S.A.A., our current legal name.

- In 1999, we acquired, via an international public auction, Empresa Minera Paragsha from Centromin. This acquisition included the Cerro de Pasco mining operation, which made us the largest zinc mining company in Peru.

- In 2000, we acquired Empresa Administradora Chungar S.A.C. and Vinchos, owners of the Animón and Vinchos mines, respectively.

- Since 2000, in addition to selectively acquiring other smaller mining operations, we have focused on integrating the companies we acquired, placing emphasis on reducing costs and increasing our reserves and resources. Under the leadership of Dr. Roberto Letts Colmenares, majority shareholder and Chairman of the board until his passing in 2010, we expanded our operations and became the largest silver and lead producer in Peru and the second largest in zinc. At the same time, we became one of the top ten producers in silver, lead and zinc worldwide.

- On February 1, 2011, we spun off the assets that comprise our Cerro de Pasco Unit to Empresa Administradora Cerro S.A.C. ("Empresa Administradora Cerro"). In consideration, we received shares

representing 99.99% of the capital stock of Empresa Administradora Cerro, which is now our wholly-owned subsidiary.

- In February 2012, we acquired Empresa Hidroeléctrica Huanchor S.A.C. ("Empresa Hidroeléctrica Huanchor") for US$47.0 million. The business is comprised of the Huanchor Plant and was previously owned by Sociedad Minera Corona S.A. Halfway through 2012, Empresa Administradora Chungar S.A.C. also completed the construction and commenced operation of the Baños V hydroelectric plant. This 9.2 MW plant required a total investment of US$24.0 million.

- In 2013, the Islay mine was consolidated into the Chungar Unit as a result of the acquisition of two nearby mining concessions (Islay and Islay 4) for US$17.0 million. Earlier that year, we also completed the Animón plant expansion, which increased processing capacity from 4,200 to 5,200 tonnes per day. The upgrade of the Victoria and Andaychagua plants located in the Yauli Unit was also completed in 2013, which increased their processing capacity to 10,500 tonnes per day.

- In 2014, we continued expanding the Yauli Unit plants, which reached a processing capacity of 10,800 tonnes per day. In addition, in the Chungar Unit, the Jacob Timmers shaft commenced operations with a nominal capacity of 4,000 tonnes per day. In July 2014, we acquired a 1.25 MW hydroelectric power plant (the "Tingo Plant"), in addition to 82 kilometers of 22.9 kV and 50 kV transmission lines for a total of US$13.5 million. The Tingo Plant is expected to be upgraded to approximately 15 MW and connected to the Alpamarca Unit and the Chungar Unit.

- In 2014, the Alpamarca Unit and the oxide plant in Cerro de Pasco commenced operations. With a total investment of US$280 million, the plant reached full capacity in June 2015.

- In addition, in 2015 the following corporate reorganizations were undertaken: (i) Empresa Administradora Chungar S.A.C. absorbed Compañía Minera El Pilar S.A.C., Compañía Minera Huascarán S.A.C., Compañía Minera Santa Clara y Llacsacocha S.A.C., Shalca Compañía Minera S.A.C., and Recursos Troy S.A.C.; (ii) Óxidos de Pasco S.A.C. was spun off from Empresa Administradora Cerro; and (iii) Compañía Minera Alpamarca S.A.C. absorbed Empresa Administradora Chungar S.A.C. In addition, the latter changed its corporate name to Compañía Minera Chungar.

- In August 2016, the Rucuy Plant, with a capacity of 120 GWh per year, began operations. The total investment in this unit was US$50 million. In 2016, we also acquired the Romina project, which consists of a zinc, lead and silver polymetallic mineralization in the form of replacement bodies, from Compañía Minera Milpo S.A.A. ("Compañía Minera Milpo") for US$17.9 million.

- In November 2017, Glencore carried out a public tender offer to acquire our Class A shares where it ultimately purchased a total of 603,077,387 shares. As Glencore and its affiliated companies already held 295,754,888 of our shares, this acquisition increased their total holding of Class A shares to 898,832,275, or 55.028%. Taking into account our Class A and Class B shares, Glencore held 22.06% of our total equity.

- In January 2019, we signed agreements with CSPL for the development of the Chancay port, a natural port with a depth of up to 16 meters located 80 kilometers north of Lima. Once completed, the port is expected to include two specialized terminals, one of which would be a container terminal that would include 11 berths and the other would be for bulk cargo, general cargo and rolling cargo, with four berths. It is expected that the port will be able to receive the world's largest Triple E-type vessels. The Chancay port is owned by CSPCP, with CSPL holding 60% of the ownership interests thereof. The remaining 40% of CSPCP was owned directly by us until May 30, 2024, when we transferred such shares to our subsidiary Inversiones Portuarias Chancay.

- On May 8, 2024, Glencore International, and Blomara Financing Corp., Earthwind International S.A. and Sandown Resources S.A., entities belonging to Glencore's economic group, sold their controlling stake in our capital stock and their stake in Inversiones Portuarias Chancay to Transition Metals, a subsidiary of Integra Business, a financial and investment firm that has invested in a diversified portfolio in Argentina and overseas. Founded in 1995, Integra Business has developed projects for over US$17 billion in financing and investment.

- On May 31, 2024, we finalized the sale of our subsidiary Empresa de Generación Eléctrica Río Baños to Sindicato Energético S.A.

- On October 11, 2024, we finalized the sale of subsidiary Empresa Hidroeléctrica Huanchor to Rimac Hydro S.A.C.

- On January 28, 2026, we acquired 100% of the shares of TAG, the operating company of the La Oroya and Pachachaca hydroelectric power plants both located in the department of Junín, from Statkraft Perú S.A. and Inversiones Shaqsha S.A.C. for approximately U.S.$19 million.

We are a publicly held corporation, or *sociedad anónima abierta*, organized under the laws of Peru. Our shares are listed on the Lima Stock Exchange, Santiago Stock Exchange and the Latibex segment of the Madrid Stock Exchange. Our principal executive office is located at Av. Manuel Olguín 373, Santiago de Surco, Lima, Peru, and our telephone number is +51-1-416-7000.

Concessions

We have been granted mining concessions totaling approximately 268,000 hectares, of which: (i) 39.3% are currently being exploited, (ii) 4.2% are being explored, and (iii) approximately 56.5% remain unexploited and unexplored. We are required to pay an annual validity fee (*derecho de vigencia*) and a production penalty (*penalidad*) if we fail to meet the required minimum annual production levels. Notwithstanding the above, our mining concessions will be cancelled if we fail to meet the required minimum production levels before the end of the thirtieth (30th) year after the later of (i) the grant of the mining concession or (ii) January 1, 2009, the date of enactment of Legislative Decree No. 1320, as amended. Failure to pay the validity fees and/or the penalty, if applicable, for two years, consecutive or not, will result in the forfeiture of our mining concessions. As of this date, we have paid all applicable fees (both validity and production penalties) on our operating concessions, including penalty fees for mining concessions that remained unexploited or unexplored. See "*Regulatory Framework*." We paid approximately US$2.9 million in validity and penalty fees in 2025 and approximately US$1.3 million in 2024.

Reserves and Resources

Methodology

Our mineral resources and mineral reserves follow the guidelines of leading international standards in the industry such as Australia's JORC and Canada's NI 43-101 standard, and are reported under the U.S. Securities and Exchange Commission's SK 1300 regulation. This regulatory alignment ensures methodological consistency, international comparability, and full compliance with best practices for transparency, integrity, and traceability required by global capital markets.

The information on reserves and resources as of December 31, 2025 included in this offering memorandum has been prepared under the general supervision of our chief geological engineer, and our geology and planning managers, and was found to be in compliance with those international frameworks by SLR Consulting, a widely recognized international consulting firm in the mining sector. The report produced by SLR Consulting is not, however, included in this offering memorandum and is not incorporated by reference into this offering memorandum, and all information on reverses and resources included herein are prepared by our chief geological engineer and our geology and planning managers, acting as competent persons.

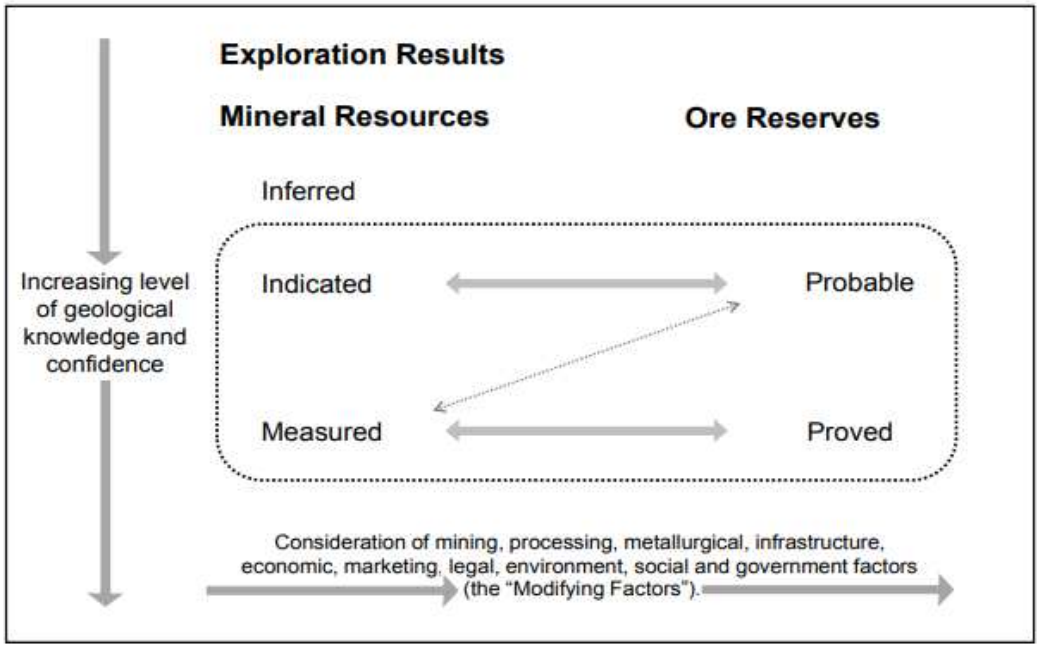
Mineral resources are veins and ore bodies of economic value that have been identified and evaluated through exploration, reconnaissance and sampling. Resources are estimated based on geological knowledge about the deposit, which is based on scientific concepts concerning the formation of minerals such as oxides, sulfides and mixed ores, as well as available knowledge concerning the geological continuity of the mineralized sectors. This is based on technical parameters, such as robustness of the genetic-geological model and its validation through drillings.

Resources may be subdivided further, based on the degree of knowledge that we have of their extent and composition. If our knowledge of the resources is extensive and direct, they are measured resources; if our knowledge of them is substantial but less extensive, they are indicated resources; and if our knowledge of them is only indirect, they are inferred resources. Measured resources are based on a dense grid of regularly distributed drillings, indicated resources are based on an intermediate grid of regularly distributed drillings, and inferred resources are based on

irregularly, sometimes sporadically distributed drillings, where the continuity of ore grades is mostly supported by concepts on the theoretical continuity of geological events, such as lithology, alteration and mineralization. Resources that are either measured or indicated, as opposed to inferred, are sometimes together referred to as demonstrated resources. Resources of all three categories are sometimes referred to together as identified resources.

A "reserve" is that part of a mineral resource, which, at the time of determination, may be economically and legally extracted. Reserve estimates are the result of studies that take into account certain technical, economic and legal factors, which are not considered when estimating mineral resources. Reserve estimates are based on mineral resource estimates but also reflect knowledge, at the time of determination, regarding the amount of such resources that can be recovered and sold at prices in excess of the total costs associated with extraction and processing. Reserve estimates are adjusted as technical, economic and legal circumstances change. Reserves are typically first determined at the time of planning a full-scale mining project. As a result, reserves are not reported for certain of our mineral deposits. Reserves may be "proven" or "probable." Our proven reserves are based on our measured mineral resources, while our probable reserves are based on our indicated mineral resources, in each case after undertaking studies regarding certain technical, economic and legal factors.

The following graph shows the classification methodology of reserves and resources utilized by the JORC and Canada's NI 43-101 standard:



The drilling programs during 2025 were strategically subdivided into (i) exploration drilling, to incorporate new economically inferred resources and evaluate areas with high geological-economic potential and (ii) infill drilling, aimed at reclassifying inferred resources to indicated and indicated to measured, with the objective of increasing geological certainty of the mining plan blocks and replenishing and increasing reserves; that is, dynamically relocating drilling programs in strategic areas in order to obtain the highest volume of resources that can be converted into reserves. The development of exploration drilling and infill drilling programs allowed for proper production planning and ensured long-term sustainability.

Mineral reserves are the economically mineable portion of a measured and indicated mineral resource whose mining is viable based on the evaluation of various modifying factors. Reserves include estimates of material dilution, contingencies for losses that may occur during mining, and associated costs for mining. Reserves are categorized as either proven or probable based on their degree of certainty.

General

As of December 31, 2025, our reserves were approximately 41% of our total measured and indicated resources. As of December 31, 2025, we had approximately 47.2 million tonnes of proven and probable reserves, 113.8 million tonnes of measured and indicated resources, and 336.5 million tonnes of inferred resources. Our average estimated mine life is approximately 17 years at 2025 production levels.

Proven and probable reserves[(1)]

Year	Tonnes	Zinc (%)	Zinc Content	Lead (%)	Lead Content	Silver grade	Silver Content
As of December 31,	(in thousands)		(thousands of tonnes)		(thousands of tonnes)	(ounces/tonne)	(millions of ounces)
2013	69,417	3.9%	2,728	1.0%	676	4.0	276
2014	73,699	2.5%	1,864	0.7%	486	1.8	133
2015	76,891	3.7%	2,840	0.9%	701	3.5	267
2016	65,242	3.9%	2,536	0.9%	614	3.3	215
2017	50,296	4.1%	2,039	0.9%	465	3.6	179
2018	34,300	4.0%	1,388	0.9%	306	2.4	81
2019	32,700	4.8%	1,565	1.1%	371	3.0	99
2020	27,719	4.6%	1,274	1.1%	299	2.7	75
2021	23,526	4.6%	1,091	1.0%	231	2.6	61
2022	31,499	3.7%	1,162	0.9%	279	2.4	75
2023	29,718	3.9%	1,162	0.9%	275	2.3	64
2024	46,042	4.1%	1,883	1.3%	598	2.1	96
2025	47,176	3.7%	1,755	1.2%	583	2.1	94

The following table shows the metal prices applied to our reserve estimates for the metals and years indicated.

Metal Price Evolution (2022-2025)[(1)]

		2022	2023	2024	2025
Zinc	US$/tonne	3,500	2,650	2,750	2,643
Lead	US$/tonne	2,150	2,140	2,150	1,941
Copper	US$/tonne	8,810	8,480	9,400	9,047
Silver	US$/ounce	21.8	23.4	26.5	35.9
Gold	US$/ounce	1,800	1,940	2,000	3,022

(1) Source: Refinitiv Eikon.

Reserves per Mining Unit and Project

Our reserves as of December 31, 2025 increased by 2.5% in tonnage compared to the previous year, mainly due to the increase of Romina and Cerro de Pasco. Fine zinc reserves decreased 128 thousands of tonnes, while lead decreased 16 thousands of tonnes and silver decreased 2 million ounces.

In the Yauli Unit, there was a 7.8% decrease in reserves as of December 31, 2025 compared to those as of December 31, 2024, with a decrease of 0.4% in zinc, and an increase of 0.1% in lead, and 0.4 oz in silver relative to the 2024 grades.

In the Chungar Unit, there was a 0.2% decrease in reserves as of December 31, 2025 compared to those as of December 31, 2024, with a decrease of 0.5% in zinc, 0.2% in lead, and no significant changes in silver relative to the 2024 grades. These results do not include the Islay mine in 2024 or 2025, as reserves were not reported.

The Alpamarca Unit experienced a 1.1 million tonne increase in reserves as of December 31, 2025 compared to those as of December 31, 2024.

For the Cerro de Pasco Unit, there was a 16.8% increase in reserves as of December 31, 2025 compared to those as of December 31, 2024, with a decrease of 0.1% in zinc, 0.3% in lead, 0.1% in copper and 0.8 ounces in silver grades.

In the Óxidos de Pasco Unit, as of December 31, 2025, reserves amounted to 1.7 million tonnes with grades of 4,7 silver ounces per tonne and 0.5 gold grams per tonne.

The following table shows the reserve estimates for the metals indicated per mining unit and certain projects as of December 31, 2025.

Reserves estimates for metals per mining unit and certain as of December 31, 2025

Mining Unit	Mineral Reserves	Tonnes (MM)	Grade				Metal Content			
			Zn	Pb	Cu	Ag	Zn	Pb	Cu	Ag
			%	%	%	Oz/TM	Thousands of tonnes	Thousands of tonnes	Thousands of tonnes	Million ounces
Yauli	**Andaychagua**	6.13	4.91%	1.20%	-	2.37	301	74	-	15
	Proven	3.38	5.81%	1.46%	-	1.76	196	50	-	6
	Probable	2.75	3.81%	0.87%	-	3.13	105	24	-	9
	San Cristobal – Carahuacra	11.25	4.06%	0.75%	0.14%	3.01	456	84	16	34
	Proven	3.22	4.27%	0.66%	0.14%	3.10	138	21	4	10
	Probable	8.02	3.98%	0.79%	0.14%	2.98	319	63	11	24
	Ticlio	1.47	6.39%	0.81%	0.29%	1.78	94	12	4	3
	Proven	0.44	7.48%	0.84%	0.25%	1.59	33	4	1	1
	Probable	1.03	5.92%	0.80%	0.30%	1.86	61	8	3	2
	Yauli	18.85	4.52%	0.90%	0.11%	2.71	852	170	20	51
	Proven	7.05	5.21%	1.06%	0.08%	2.36	367	74	5	17
	Probable	11.81	4.11%	0.81%	0.12%	2.92	485	95	14	34
Chungar	**Animón**	5.85	4.17%	1.58%	0.14%	2.11	244	93	8	12
	Proven	0.91	4.73%	1.77%	0.17%	1.71	43	16	2	2
	Probable	4.94	4.06%	1.55%	0.14	2.18	201	76	7	11
	Alpamarca	-	-	-	-	-	-	-	-	-
	Proven	-	-	-	-	-	-	-	-	-
	Probable	-	-	-	-	-	-	-	-	-
	Romina	11.19	4.15%	2.33%	-	1.09	465	261	-	12
	Proven	5.41	4.43%	2.41%	-	1.17	240	130	-	6
	Probable	5.78	3.90%	2.26%	-	1.00	225	130	-	6
	Islay	-	-	-	-	-	-	-	-	-
	Proven	-	-	-	-	-	-	-	-	-
	Probable	-	-	-	-	-	-	-	-	-
	Chungar	17.04	4.16%	2.07%	0.05%	1.44	709	353	8	24
	Proven	6.32	4.47%	2.32%	0.03%	1.25	283	147	2	8

	Probable	10.72	3.97%	1.93%	0.06%	1.54	426	207	7	17
Cerro de Pasco	**Óxidos**	1.68	-	-	-	4.74	-	-	-	8
	Proven	-	-	-	-	-	-	-	-	0
	Probable	1.68	-	-	-	4.74	-	-	-	8
	Súlfuros	9.60	2.03%	0.62	-	1.12	195	59	-	11
	Proven	-	-	-	-	-	-	-	-	-
	Probable	9.60	2.03%	0.62	-	1.12	195	59	-	11
	Cerro de Pasco	11.28	1.73%	0.53%	-	1.66	195	59	-	19
	Proven	-	-	0.53%	-	-	-	-	-	-
	Probable	11.28	1.73%	0.53%	-	1.66	195	59	-	19
Total	**Proven**	13.37	4.86%	1.65%	0.05%	1.84	650	221	7	25
	Probable	33.81	3.27%	1.07%	0.06%	2.06	1,105	362	21	70
	Total	47.18	3.72%	1.24%	0.06%	2.00	1,755	583	28	94

Resources per Mining Unit and Projects

For the year ended on December 31, 2025, we reclassified a portion of our resources with higher geological confidence and economic viability as reserves to reflect the natural maturation and increased reliability of our mining assets. These assets are now reported under our totals for reserves instead of those for resources. This reclassification was in line with internationally accepted reporting standards as well as industry best practices, and was reviewed as part of the independent audit by SLR Consulting.

The following table shows the resource estimates for the metals indicated per mining unit and certain projects as of December 31, 2025.

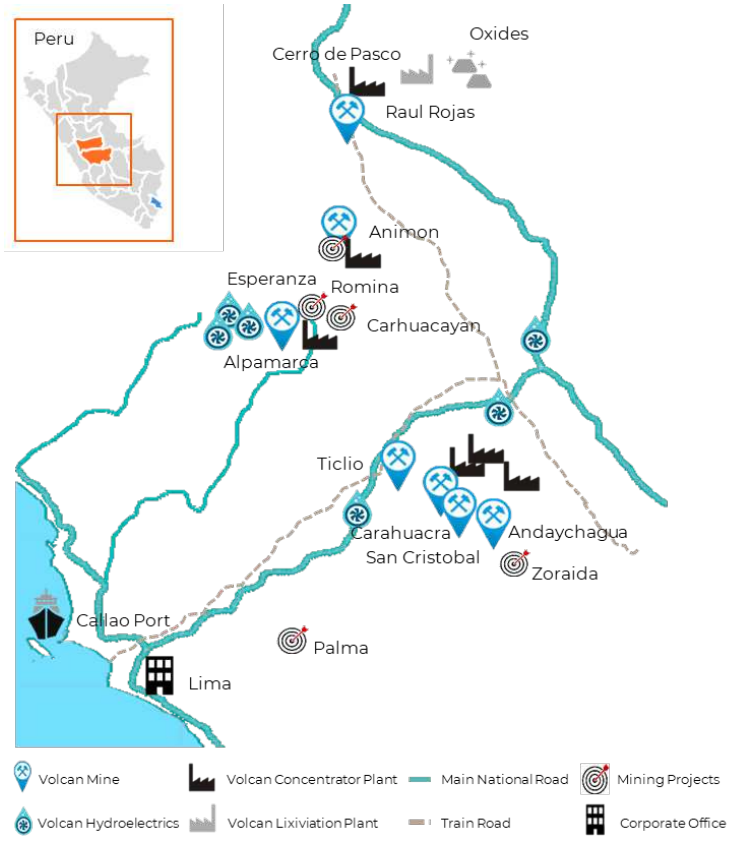
			Grade				Metal Content			
Unit	**Class**	**Tonnes (Millions)**	**Zinc (%)**	**Lead (%)**	**Copper (%)**	**Silver (Oz/t)**	**Zinc (Kton)**	**Lead (Kton)**	**Copper (Kton)**	**Silver (MOz)**
Yauli Unit	**Subtotal Yauli**	**53.21**	**3.73%**	**0.65%**	**0.14%**	**2.30**	**1,985.15**	**347.49**	**77.15**	**122.59**
	Measured	10.22	4.28%	0.66%	0.14%	2.15	436.78	67.21	14.27	21.93
	Indicated	16.21	3.52%	0.63%	0.13%	2.12	570.68	101.60	21.60	34.37
	Inferred	26.79	3.65%	0.67%	0.15%	2.47	977.69	178.68	41.28	66.29
Cerro de Pasco Unit	**Subtotal Cerro**	**86.22**	**1.64%**	**0.68%**	**0.16%**	**2.29**	**1,409.92**	**588.55**	**135.70**	**197.84**
	Measured	-	-	-	-	-	-	-	-	-
	Indicated	21.02	0.85%	0.58%	0.19%	3.47	177.66	122.39	40.43	72.84
	Inferred	65.21	1.89%	0.71%	0.15%	1.92	1,232.25	466.16	95.26	125.00
Chungar Unit	**Subtotal Chungar**	**21.62**	**3.94%**	**1.30%**	**0.11%**	**1.87**	**851.59**	**280.92**	**24.61**	**40.39**
	Measured	1.72	4.68%	1.41%	0.14%	1.72	80.27	24.27	2.46	2.95
	Indicated	6.72	3.81%	1.27%	0.11%	1.56	256.25	85.15	7.47	10.51
	Inferred	13.18	3.91%	1.30%	0.11%	2.04	515.06	171.50	14.67	26.94
Alpamarca	**Subtotal Alpamarca**	-	-	-	-	-	-	-	-	-
	Measured	-	-	-	-	-	-	-	-	-
	Indicated	-	-	-	-	-	-	-	-	-
	Inferred	-	-	-	-	-	-	-	-	-

La Tapada	**Subtotal La Tapada**	**10.53**	**2.80%**	**1.34%**	**-**	**1.34**	**295.29**	**141.03**	**-**	**14.12**
	Indicated	4.22	3.05%	1.78%	-	1.70	128.71	74.91	-	7.17
	Inferred	6.31	2.64%	1.05%	-	1.10	166.58	66.13	-	6.94
Zoraida	**Subtotal Zoraida**	**7.87**	**2.54%**	**1.81%**	**0.05%**	**2.43**	**199.83**	**142.58**	**3.96**	**19.08**
	Indicated	3.99	2.84%	1.94%	0.05%	2.67	113.21	77.17	2.01	10.65
	Inferred	3.88	2.23%	1.69%	0.05%	2.17	86.62	65.41	1.95	8.43
Esperanza	**Subtotal Esperanza**	**53.40**	**4.54%**	**0.05%**	**0.54%**	**0.49**	**2,423.16**	**24.95**	**290.30**	**26.20**
	Inferred	53.40	4.54%	0.05%	0.54%	0.49	2,423.16	24.95	290.30	26.20
Palma	**Subtotal Palma**	**14.89**	**3.10%**	**0.62%**	**-**	**0.67**	**462.12**	**91.91**	**-**	**9.91**
	Indicated	5.08	3.38%	0.73%	-	0.64	171.80	36.85	-	3.27
	Inferred	9.81	2.96%	0.56%	-	0.68	290.32	55.05	-	6.64
Puagjanca	**Subtotal Puagjanca**	**4.38**	**2.88%**	**1.49%**	**0.06%**	**0.70**	**126.02**	**65.34**	**2.41**	**3.05**
	Measured	1.17	3.27%	1.67%	0.05%	0.72	38.32	19.61	0.56	0.85
	Indicated	2.01	2.57%	1.29%	0.05%	0.64	51.79	25.91	1.10	1.30
	Inferred	1.19	3.02%	1.67%	0.06%	0.76	35.91	19.82	0.76	0.91
Andrea	**Subtotal Andrea**	**3.20**	**3.80%**	**0.03%**	**0.04%**	**0.15**	**121.78**	**1.10**	**1.23**	**0.48**
	Indicated	0.15	3.84%	0.01%	0.05%	0.12	5.63	0.02	0.07	0.02
	Inferred	3.06	3.80%	0.04%	0.04%	0.15	116.15	1.08	1.16	0.46
Santa Bárbara	**Subtotal Santa Bárbara**	**140.24**	**-**	**-**	**0.38%**	**-**	**-**	**-**	**532.91**	**-**
	Inferred	140.24	-	-	0.38%	-	-	-	532.91	-
Rondoní	**Subtotal Rondoní**	**48.01**	**-**	**-**	**0.40%**	**0.14**	**-**	**-**	**190.79**	**6.83**
	Indicated	38.01	-	-	0.39%	0.14	-	-	149.34	5.16
	Inferred	10.00	-	-	0.41%	0.17	-	-	41.45	5.16
Islay	**Subtotal Islay**	**2.65**	**1.08%**	**0.57%**	**0.03%**	**3.55**	**28.48**	**15.07**	**0.79**	**9.41**
	Measured	0.45	1.21%	0.66%	0.03%	4.27	5.51	2.99	0.16	1.94
	Indicated	0.72	0.98%	0.54%	0.03%	3.22	7.08	3.92	0.22	2.32
	Inferred	1.47	1.08%	0.56%	0.03%	3.50	15.89	8.17	0.41	5.15
Escondida	**Subtotal Escondida**	**1.77**	**2.43%**	**0.63%**	**0.03%**	**0.94**	**43.13**	**11.17**	**0.56**	**1.67**
	Measured	-	-	-	-	-	-	-	-	-
	Indicated	-	-	-	-	-	-	-	-	-
	Inferred	1.77	2.43%	0.63%	0.03%	0.94	43.13	11.17	0.56	1.67
Gavilán	**Subtotal Gavilán**	**2.26**	**1.69%**	**0.41%**	**0.01%**	**1.54**	**38.17**	**9.25**	**0.26**	**3.48**
	Measured	-	-	-	-	-	-	-	-	-
	Indicated	2.03	1.70%	0.41%	0.01%	1.55	34.48	8.38	0.23	3.14
	Inferred	0.23	1.57%	0.37%	0.01%	1.42	3.69	0.87	0.03	0.33
Total	Measured	13.56	4.14%	0.84%	0.13%	2.04	560.88	114.08	17.44	27.67
	Indicated	100.16	1.51%	0.54%	0.22%	1.51	1,517.30	536.28	222.48	150.74
	Inferred	336.53	1.76%	0.32%	0.30%	0.82	5,906.45	1,068.99	1,020.75	276.63
	Grand Total	**450.25**	**1.77%**	**0.38%**	**0.28%**	**1.01**	**7,984.63**	**1,719.36**	**1,260.67**	**455.04**

Operations

General

Our operations are divided in five main units, the Yauli Unit, the Cerro de Pasco Unit, the Alpamarca Unit, the Chungar Unit and the Óxidos de Pasco Unit, as set forth on the following map and further described below.



The following table summarizes the treated mineral, ore grade and aggregate production for the periods indicated.

	Three months ended March 31,	Year ended December 31,		
	2026	**2025**	**2024**	**2023**
Treated Mineral (thousand tonnes)	2,138	9,591	9,194	9,429
Ore Grade				
Zinc (%)	3.38%	3.46%	3.49%	3.51%
Silver (ounces per tonne)	2.19	2.25	2.36	2.43
Lead (%)	0.97%	1.02%	0.97%	0.99%
Copper (%)	0.11%	0.10%	0.11%	0.12%
Concentrates				
Zinc (in thousands of tonnes)	100.6	469.5	456.0	461.9
Lead (in thousands of tonnes)	24.5	112.9	99.7	80.5
Copper (in thousands of tonnes)	2.3	11.0	12.9	11.4
Bulk (in thousands of tonnes)	0.2	6.1	7.2	32.9

Doré bars (in thousand kilograms)	19.3	89.2	97.9	96.9
Fine Metal Production				
Zinc (in thousands of tonnes)	50.7	235.5	230.1	242.0
Silver (in millions of ounces)	2.8	13.5	13.9	15.2
Lead (in thousands of tonnes).....	12.8	63.7	54.6	60.8
Copper (in thousands of tonnes).....	0.9	3.9	4.3	5.3
Gold (in thousands of ounces).....	3.0	13.7	13.1	18.4

Mining Units

Each mining unit consists of one or more mines and treatment plants as summarized in the following table and further described below.

Mining Unit	Mines	Treatment Plants
Yauli.....	San Cristobal - Carahuacra	Victoria
	Andaychagua	Andaychagua
	Ticlio	Marh Tunel[2]
		Victoria
Chungar.....	Animón	Animón
	Islay[1]	
Alpamarca	Alpamarca	Alpamarca
	Raúl Rojas	Paragsha
Cerro de Pasco.....	Paragsha	San Expedito
Óxidos de Pasco	-	Óxidos

(1) Operations suspended.
(2) Not in operation.

Yauli Unit

General

The Yauli Unit is located 40 kilometers from the city of La Oroya and 170 kilometers from Lima and is accessible by road and railway. It is comprised mainly of three underground mines (San Cristobal - Carahuacra, Andaychagua and Ticlio) producing an aggregate of approximately 3.1 million tonnes per year of ore bearing zinc, silver, lead and copper. The San Cristobal mine has been recently merged with Carahuacra mine and the previous 154 separate mining concessions are now registered in our name before the Public Registries as a single "San Cristobal – Carahuacra" concession. The ore is treated at two concentrator plants, Victoria and Andaychagua, with an aggregate processing capacity of 8,650 tonnes of ore per day. In 2025, this unit produced approximately 162.3 thousand tonnes of zinc, 6.6 million ounces of silver, 25.3 thousand tonnes of lead, 2.1 thousand tonnes of copper and 4.0 thousand ounces of gold, representing approximately 63.8% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 63.7% of our sales by value. In the first three months of 2026, this unit produced approximately 34.3 thousand tonnes of zinc, 1.3 million ounces of silver, 5.8 thousand tonnes of lead, 0.4 thousand tonnes of copper and 0.9 thousand ounces of gold, representing approximately 63.1% of our sales by value in the period, as compared to the approximate production of 39.5 thousand tonnes of zinc, 1.7 million ounces of silver, 6.5 thousand tonnes of lead, 0.7 thousand tonnes of copper and 1.2 thousand ounces of gold in the first three months of 2025. As of December 31, 2025, our proven and probable reserves were 18.9 million tonnes and our measured, indicated and inferred resources were 53.2 million tonnes. The estimated mine life of the Yauli Unit is approximately 12 years at 2025 production levels, taking into account resources from advanced exploration targets.

The table below summarizes this unit's treated mineral, ore grade and production for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	731	763	3,116	2,935
Ore Grade				
Zinc (%)	4.95	5.45	5.49	5.72
Lead (%)	0.89	0.99	0.93	0.97
Copper (%)	0.14	0.18	0.15	0.17
Silver (ounces per tonne)	2.04	2.53	2.46	2.72
Concentrates				
Zinc (thousand tonnes)	68.4	81.4	329.6	322.6
Lead (thousand tonnes)	10.7	11.7	45.8	45.1
Copper (thousand tonnes)	1.6	2.5	7.7	9.6
Metal Contained				
Zinc (thousand tonnes)	34.3	39.5	162.3	159.4
Lead (thousand tonnes)	5.8	6.5	25.3	24.3
Copper (thousand tonnes)	0.4	0.7	2.1	2.6
Silver (million ounces)	1.3	1.7	6.6	7.0

San Cristobal - Carahuacra Mine

In 2025, the San Cristobal - Carahuacra Mine produced a total of 1,676 thousand tonnes of ore grading 4.7% zinc, 2.9 ounces per tonne silver, 0.7% lead and 0.2% copper. In 2025, diamond drilling totaled 24.7 thousand meters and mine production levels were approximately 4.6 thousand tonnes per day.

The table below summarizes this mine's treated mineral and ore grade for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	370	406	1,676	1,594
Ore Grade				
Zinc (%)	3.85	4.73	4.71	4.95
Lead (%)	0.62	0.71	0.70	0.78
Copper (%)	0.15	0.19	0.16	0.19
Silver (ounces per tonne)	2.34	2.79	2.93	3.09

Andaychagua Mine

In 2025, the Andaychagua mine produced 1,102 thousand tonnes of ore grading 6.3% zinc, 1.7 ounces per tonne silver, 1.4% lead and 0.1% copper. In 2025, diamond drilling totaled 16.0 thousand meters and mine production levels were approximately 3.0 thousand tonnes per day.

The table below summarizes this mine's treated mineral and ore grade for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	277	268	1,102	1,016
Ore Grade				
Zinc (%)	5.94	5.97	6.31	6.93
Lead (%)	1.32	1.48	1.35	1.30
Copper (%)	0.10	0.10	0.09	0.09
Silver (ounces per tonne)	1.77	2.06	1.75	2.19

Ticlio Mine

In 2025, the Ticlio mine produced 338 thousand tonnes of ore grading 6.7% zinc, 2.4 ounces per tonne silver, 0.8% lead and 0.2% copper. In 2025, diamond drilling totaled 3.6 thousand meters and mine production levels were approximately 0.9 thousand tonnes per day.

The table below summarizes this mine's treated mineral and ore grade for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	84	89	338	326
Ore Grade				
Zinc (%)	6.53	7.14	6.67	5.74
Lead (%)	0.69	0.81	0.76	0.71
Copper (%)	0.22	0.32	0.24	0.32
Silver (ounces per tonne)	1.63	2.75	2.43	2.61

Victoria Plant

In 2025, the Victoria plant treated a total of 1,905 thousand tonnes of ore grading 5.1% zinc, 2.9 ounces per tonne silver, 0.7% lead and 0.2% copper, obtaining 92.9 thousand tonnes of zinc concentrate, 11.1 thousand tonnes of lead concentrate and 2.1 thousand tonnes of copper concentrate.

The table below summarizes the Victoria plant's operations for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	424	453	1,905	1,681
Ore Grade				
Zinc (%)	4.50	5.32	5.15	5.19
Lead (%)	0.64	0.73	0.71	0.77
Copper (%)	0.16	0.23	0.18	0.23
Silver (ounces per tonne)	2.31	2.93	2.95	3.21
Concentrates				
Zinc (thousand tonnes)	35.4	46.0	184.0	164.9
Lead (thousand tonnes)	4.1	4.6	20.0	19.4
Copper (thousand tonnes)	1.6	2.5	7.6	9.6
Metal Contained				
Zinc (thousand tonnes)	18.0	23.0	92.9	83.1
Lead (thousand tonnes)	2.3	2.6	11.1	10.5
Copper (thousand tonnes)	0.4	0.7	2.1	2.6
Silver (ounces)	0.8	1.2	4.9	4.8

Andaychagua Plant

In 2025, the Andaychagua plant treated 1,211 thousand tonnes of ore grading 6.0% zinc, 1.7 ounces per tonne silver, 1.3% lead and 0.1% copper, obtaining 145.6 thousand tonnes of zinc concentrate and 26.0 thousand tonnes of lead concentrate. The table below summarizes the Andaychagua plant's operations for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	307	310	1,211	1,254
Ore Grade				
Zinc (%)	5.57	5.63	6.03	6.43
Lead (%)	1.23	1.37	1.28	1.23
Copper (%)	0.10	0.10	0.09	0.09
Silver (ounces per tonne)	1.68	1.94	1.68	2.07
Concentrates				
Zinc (thousand tonnes)	33.0	35.4	145.6	157.7
Lead (thousand tonnes)	6.6	7.1	26.0	25.7
Metal Contained				
Zinc (thousand tonnes)	16.3	16.5	69.4	76.3
Lead (thousand tonnes)	3.5	3.9	14.3	13.8
Silver (million ounces)	0.4	0.5	1.7	2.2

Chungar Unit

General

The Chungar Unit is comprised of two underground mines, one in production and one in suspension since July 2023, producing an aggregate of approximately 1.0 million tonnes per year of ore bearing zinc, silver, lead and copper. The ore is treated at a concentrator plant, which has a processing capacity of 5,500 tonnes of ore per day. In 2025, this unit produced approximately 42.2 thousand tonnes of zinc, 1.7 million ounces of silver, 21.2 thousand tonnes of lead and 0.9 thousand tonnes of copper, representing approximately 12.8% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 14.1% of our sales by value. In the first three months of 2026, this unit produced approximately 9.9 thousand tonnes of zinc, 0.2 million ounces of silver, 4.2 thousand tonnes of lead, 0.2 thousand tonnes of copper and 0.2 thousand ounces of gold, representing approximately 15.5% of our sales by value in the period, as compared to the approximate production of 10.6 thousand tonnes of zinc, 0.4 million ounces of silver, 5.0 thousand tonnes of lead, 0.2 thousand tonnes of copper and 0.2 thousand ounces of gold in the first three months of 2025. As of December 31, 2025, our proven and probable reserves were 5.8 million tonnes and our measured, indicated and inferred resources were 77.7 million tonnes. The Chungar Unit mine life is estimated at approximately 22 years at 2025 production levels, taking into account resources from advanced exploration targets such as the Esperanza project.

The table below summarizes this unit's treated mineral, ore grade and production for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	274	251	1,046	1,025
Ore Grade				
Zinc (%)	3.90	4.57	4.40	4.55
Lead (%)	1.68	2.13	2.20	1.74
Copper (%)	0.17	0.18	0.19	0.17
Silver (ounces per tonne)	1.95	1.97	1.94	1.95
Concentrates				
Zinc (thousand tonnes)	18.5	18.6	75.9	77.4
Lead (thousand tonnes)	7.1	8.0	34.7	29.0
Copper (thousand tonnes)	0.7	0.8	3.3	3.3
Metal Contained				
Zinc (thousand tonnes)	9.9	10.6	42.3	43.0
Lead (thousand tonnes)	4.2	5.0	21.3	16.3
Copper (thousand tonnes)	0.2	0.3	0.9	0.8
Silver (million ounces)	0.5	0.4	1.8	1.7

Animón Mine

In 2025, the Animón mine produced 1,046 thousand tonnes of ore grading 4.4% zinc, 1.9 ounces per tonne silver, 2.2% lead and 0.2% copper. In 2025, diamond drilling totaled 33.7 thousand meters and production totaled 2.9 thousand tonnes of ore per day. The table below summarizes this mine's treated mineral and ore grade for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	274	251	1,046	1,025
Ore Grade				
Zinc (%)	3.90	4.57	4.40	4.55
Lead (%)	1.68	2.13	2.20	1.74
Copper (%)	0.17	0.18	0.19	0.17
Silver (ounces per tonne)	1.95	1.97	1.94	1.95

Islay Mine

Since July 2023, the Islay Mine has had no mining production.

Animón Plant

In 2025, the Animón plant treated a total of 1,046 thousand tonnes of ore grading 4.4% zinc, 1.9 ounces per tonne silver, 2.2% lead and 0.2% copper, obtaining 75.9 thousand tonnes of zinc concentrate, 34.7 thousand tonnes of lead concentrate, and 3.3 thousand tonnes of copper concentrate. The plant reported a capacity level of 5,500 tonnes per day in 2025. The table below summarizes the Animón plant's operations for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	**2025**	**2025**	**2024**
Treated Mineral (thousand tonnes)	274	251	1,046	1,025
Ore Grade				
Zinc (%)	3.90	4.57	4.40	4.55
Lead (%)	1.68	2.13	2.20	1.74
Copper (%)	0.17	0.18	0.19	0.17
Silver (ounces per tonne)	1.95	1.97	1.94	1.95
Concentrates				
Zinc (thousand tonnes)	18.5	18.6	75.9	77.4
Lead (thousand tonnes)	7.1	8.0	34.7	29.0
Copper (thousand tonnes)	0.7	0.8	3.3	3.3
Metal Contained				
Zinc (thousand tonnes)	9.9	10.6	42.3	43.0
Lead (thousand tonnes)	4.2	5.0	21.3	16.3
Copper (thousand tonnes)	0.2	0.3	0.9	0.8
Silver (million ounces)	0.5	0.4	1.8	1.7

Outlook

Work in surface mapping, geochemistry and geophysics is expected to continue in coming years, with the purpose of generating drill targets and extending the life of the mines through the incorporation of economic mineral resources as well as the discovery of new structures with high zinc, lead and silver contents, including Vein 3 in the Animón mine. In particular, in the Animón mine, exploration of the Esperanza body was restarted in 2023, with 37.9 thousand meters of diamond drilling executed during 2024 and 33.7 thousand meters during 2025. This exploration project demonstrated the continuity of the ore body to the southeast. Geophysical, geotechnical and metallurgical studies will be carried out simultaneously.

Alpamarca Unit

General

The Alpamarca Unit is comprised of one open pit mine and mineral stockpiles producing an aggregate of approximately 1.0 million tonnes per year of ore bearing zinc, silver, lead and copper. The ore is treated at a concentrator plant, which has a processing capacity of 2,500 tonnes of ore per day. In 2025, this unit produced approximately 4.5 thousand tonnes of zinc, 0.7 million ounces of silver, 3.5 thousand tonnes of lead and 0.2 thousand tonnes of copper, representing approximately 3.3% of our sales by value. In the first three months of 2026, this unit produced approximately 0.1 thousand tonnes of zinc, 30.4 thousand ounces of silver, 0.1 thousand tonnes of lead and 6.5 tonnes of copper, representing approximately 0.5% of our sales by value in the period, as compared to the approximate production of 1.44 thousand tonnes of zinc, 0.2 million ounces of silver, 1.2 thousand tonnes of lead and 0.1 thousand tonnes of copper in the first three months of 2025. Because the ore reserves in the original Alpamarca Unit have been substantially exploited as of the date of this offering memorandum, future production of the Alpamarca Unit is expected to be related to the Romina project.

The table below summarizes this unit's treated mineral, ore grade and production for the periods indicated.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	92	243	1,004	1,004
Ore Grade				
Zinc (%)	0.25	0.73	0.59	0.62
Lead (%)	0.18	0.56	0.41	0.48
Copper (%)	0.02	0.04	0.03	0.03
Silver (ounces per tonne)	0.50	1.10	0.80	0.88
Concentrates				
Zinc (thousand tonnes)	0.2	2.6	8.5	9.3
Bulk (thousand tonnes)	0.2	2.1	6.1	7.2
Metal Contained				
Zinc (thousand tonnes)	0.1	1.4	4.5	5.0
Lead (thousand tonnes)	0.1	1.2	3.5	4.3
Copper (thousand tonnes)	0.0	0.1	0.2	0.2
Silver (million ounces)	0.0	0.2	0.7	0.8

Outlook

We believe that the future of the Alpamarca Unit is in the Romina project. We have determined the existence of important deposits of zinc, lead and silver here, particularly in the Puagjanca body. In surrounding areas, we also determined the existence of the Andrea, Adriana and Esperanza deposits. The commercial operation date for the Romina project is scheduled for the end of June 2026, followed by a ramp up to reach full production capacity, which is projected at an average annual production of 40,000 tonnes of zinc, 20,000 tonnes of lead and one million ounces of silver during the life of the mine, which is estimated at 13 years.

Additionally, we are engaging in growth projects such as Esperanza, Zoraida, Carhuacayan, and Palma. See "*—Growth Projects— Exploration and Growth Projects*" for additional information on these projects.

Cerro de Pasco Unit

General

The Cerro de Pasco Unit is located in the Pasco district, Pasco department, and is accessible from the Central Highway of Peru, approximately 295 kilometers from Lima. It consists of an open pit mine and mineral stockpiles producing an aggregate of approximately 3.4 million tonnes per year of ore bearing zinc, silver and lead. The ore is treated at one concentrator plant, which has an aggregate processing capacity of approximately 12,500 tonnes of ore per day. The Raul Rojas open pit is located within close proximity to the city of Cerro de Pasco, which has more than 60,000 inhabitants and has grown alongside the mine since mining activity began in the colonial period. This close proximity to a populated area poses significant challenges to the future expansion of the mine's operations. The ore is treated at the Paragsha-San Expedito concentrator plant, which has an aggregate processing capacity of approximately 12,500 tonnes of ore per day. In 2025, this unit produced approximately 26.4 thousand tonnes of zinc, 1.8 million ounces of silver, 13.6 thousand tonnes of lead and 0.8 thousand tonnes of copper, representing approximately 9.1% of our sales by value. In the twelve months ended March 31, 2026, this unit represented approximately 8.4% of our sales by value. In the first three months of 2026, this unit produced approximately 6.4 thousand tonnes of zinc, 0.5 million ounces of silver, 2.7 thousand tonnes of lead and 0.3 thousand tonnes of copper, representing approximately 8.3% of our sales by value in the period, as compared to the approximate production of 5.8 thousand tonnes of zinc, 0.4 million ounces of silver, 3.4 thousand tonnes of lead and 0.2 thousand tonnes of copper in the first three months of 2025.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	812	798	3,430	3,249
Ore Grade				
Zinc (%)	2.16	2.11	2.16	2.03
Lead (%)	0.88	0.98	0.92	0.87
Silver (ounces per tonne)	1.71	1.39	1.50	1.42
Copper (%)	0.08	0.06	0.06	0.06
Concentrates				
Zinc (thousand tonnes)	13.4	12.3	55.6	46.8
Lead (thousand tonnes)	6.7	8.3	32.6	25.6
Metal Contained				
Zinc (thousand tonnes)	6.4	5.8	26.4	22.7
Lead (thousand tonnes)	2.7	3.4	13.6	9.7
Copper (thousand tonnes)	0.3	0.2	0.8	0.8
Silver (million ounces)	0.5	0.4	1.8	1.5

Outlook

We are reprocessing the Rumiallana stockpiles, with favorable results that will allow the continuity of the Cerro de Pasco Unit beyond 2030. Evaluations to determine additional opportunities are currently underway.

Óxidos de Pasco Unit

General

The Óxidos de Pasco Unit is located in the Pasco district, Pasco department, and is accessible from the Central Highway of Peru, approximately 295 kilometers from Lima. It consists of a leaching plant treating oxides in situ and stockpiles, with an aggregate processing capacity of approximately 2,500 tonnes of ore per day. This unit produces an aggregate of approximately 1.0 million tonnes per year of ore bearing silver and gold. In 2025, this unit produced approximately 2.6 million ounces of silver and 8.6 thousand ounces of gold, representing approximately 10.0% of our sales by value. In the first three months of 2026, this unit produced approximately 0.5 million ounces of silver and 1.8 thousand ounces of gold, representing approximately 12.6% of our sales by value in the period.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Treated Mineral (thousand tonnes)	224	236	1,001	981
Ore Grade				
Silver (ounces per tonne)	5.43	5.84	5.88	6.30
Gold (grams per tonne)	0.46	0.54	0.50	0.47
Metal Contained				
Silver (in millions of ounces)	0.5	0.6	2.6	2.9
Gold (in thousands of ounces)	1.8	2.2	8.6	7.8

Outlook

The permit application process for expanding the explorations limits for the Óxidos de Pasco Unit and carrying on mineral-in-site extraction with high gold and silver ore grades is underway and is currently pending approval.

Transportation and Shipping

Once extracted from our mines, ore is transported either by truck or, in the case of our Cerro de Pasco Mining Unit, by belt to the plants where it will be treated to produce our final product concentrates of zinc, lead and copper. These concentrates are then further transported, either by truck or railroad depending on the availability thereof as

well as the plant of origination, to warehouses in the Callao port area, except for a portion of the zinc concentrates that we allocate to the Cajamarquilla zinc refinery in Huachipa. The Yauli Unit and Cerro de Pasco Unit can easily share trucks or railcars for such purposes, while the Chungar Unit and Alpamarca Unit currently use trucks. The final destinations for these concentrates vary and their distribution is managed by our commercial department through a monthly shipping and delivery program.

Our doré bars are transported by armored truck from the Cerro de Pasco Mining Unit to the Jorge Chavez Airport in Lima, where they are subsequently shipped by plane to the country of destination (in most cases, Switzerland).

We manage shipping and delivery risk related to the sale of our products according to the following arrangements:

- *CIP (Carriage and Insurance Paid to) Warehouse.*

  We bear the costs and risk associated with delivering concentrates locally to a warehouse. Once the delivery trucks have entered that warehouse, the buyer bears further risk and any costs. While these concentrates are usually exported afterwards, we do not arrange that process.

- *DAP (Delivered at Place) Warehouse.*

  We bear the costs and risk associated with delivering concentrates to a designated place. Upon arrival at that destination, the buyer bears further risk and any costs. While these concentrates are usually exported afterwards, we typically do not arrange that process. As applicable, the buyer manages custom clearance and pays any applicable tariffs.

- *FOB (Free on Board) Callao port.*

  We bear the costs and risk associated with delivering concentrates to and storing them at our Callao port warehouse. The buyer is responsible for providing a vessel for loading and shipping. Once the concentrates have crossed that ship's rail during loading, the buyer bears further risk and any costs. We arrange the relevant export paperwork.

- *CIF (Cost, Insurance and Freight) "Discharge Port."*

  We bear the costs and risk associated with delivering concentrates to and storing them at our Callao port warehouse. We are responsible for arranging a vessel for loading and shipping. Once the concentrates have crossed that ship's rail during loading, the buyer bears further risk and any costs. We arrange the relevant export paperwork.

Sales & Marketing

We sell our products through long-term contracts and tenders. In 2025, approximately 12.6% of our sales were under long-term contracts and 87.4% under tenders. Our ability to produce and deliver significant volumes makes us a significant supplier to a broad client base composed of major global commodity traders and refineries. As a result, we have significant negotiating leverage, and we typically obtain very competitive sales conditions, including commercial terms, for our products.

Sales prices for our products are established principally by reference to prices quoted on the London Metal Exchange and London Bullion Market. Pricing is based on prevailing average prices for the relevant metal for a given period, which generally constitutes the month of shipment or the first or second month following. Revenues are recorded at provisional prices determined at the time of shipment. Usually, an adjustment is then made after delivery of the products, based on the final pricing terms, the final tonnage delivered (in FOB and CIF arrangements, tonnages are commonly determined at the destination) and the final metal contents delivered.

Sales to trading companies accounted for approximately 75.97% of our sales by value in 2025 and 71.35% in the first three months of 2026. Sales to smelters accounted for approximately 24.03% of our sales by value in 2025 and 28.65% in the first three months of 2026.

Our leading position in the Central Andes in terms of tonnage and diversified high quality product basket offers us certain competitive advantages. The Central Andes is home to several other major mining operations, making this area one of the most important concentrate hubs in the world. In addition, trading companies have a long history in the region. As a result, customers are generally willing to offer premium terms for our concentrates, as our volume and quality allow them to offset other producers' low volume and especially lower quality concentrates. In general, because of the quality and volume of our production, we have several alternatives to choose from when placing our sales.

Our main agreements in place for the sale of our products are with two Glencore affiliates (Glencore Peru S.A.C. and Glencore Lima Trading S.A.C.), Mercuria Energy Trading S.A. and its affiliates, Trafigura Pte. Ltd, Argor Heraeus SA, and Nexa Resources Perú S.A.A., owner of the Cajamarquilla refinery in Peru.

Growth Projects

Exploration and Growth Projects

We are carrying out a series of mining projects that are expected to result in growth during the coming years. Most of these projects are located in close proximity to our current areas of operation, thus presenting an attractive risk/return profile. The following table summarizes the expected contributions of these projects, that may vary when more information about these projects becomes available.

Mining Projects	**Operating Unit / Project**	**Additional expected production per year (thousand ore tonnes)**	**Estimated start date**
Romina	Alpamarca	900	2026
Santa	Romina	1,900	2029
Esperanza	Animón	2,800	2029
Colquihuarmi	Alpamarca	500	2026
Rio Pallanga	Alpamarca	180	2026
Pyrites	Cerro de Pasco	180	2026
Zoraida	Yauli	540	2035
Carhuacayán	Alpamarca	540	2039
Palma	Standalone	1,000	TBD
Oyama	Yauli	TBD	TBD
Santa Barbara	Standalone	TBD	TBD

No assurance can be given that these projects will be completed. See "*Risk Factors—Risks Relating to our Business—Our projects are subject to risks that may result in increased costs or delays that prevent their successful implementation*."

Romina Project

The Romina project is owned by Volcan and is being developed by our subsidiary Compañía Minera Chungar. Located in the district of Santa Cruz Andamarca, approximately 14 kilometers west of the Alpamarca mine, the Romina project features rich polymetallic zinc, lead and silver mineralization in the form of replacement bodies. Among the advanced projects in the area, and part of the Alpamarca Unit, the Romina project stands out for the presence of significant mineralization, especially in the Puagjanca body, which shows a significant zinc, lead and silver content. In addition, exploration has uncovered significant mineralization in the vicinity of Puagjanca, connecting the existing ore bodies to the Andrea, Adriana and Esperanza deposits. This discovery represents an important milestone in the development of the project, promising prospects for future exploration and production activities.

The estimated resources of the Puagjanca body include 4.38 million tonnes of resources in total, including 2.88% grade zinc, 1.49% grade lead, 0.06% grade copper and 0.70 oz/t silver. These mineral resources are reported exclusive of mineral reserves, in accordance with the Company's updated reporting criteria.

	Tonnes	Grade				Metal Content			
	As of December 31, 2025								
	(millions)	Zinc (%)	Lead (%)	Copper (%)	Silver (oz/ton)	Zinc (thousands of tonnes)	Lead (thousands of tonnes)	Copper (thousands of tonnes)	Silver (millions of ounces)
Resources									
Measured	1.17	3.27%	1.67%	0.05%	0.72	38.32	19.61	0.56	0.85
Indicated	2.01	2.57%	1.29%	0.05%	0.64	51.79	25.91	1.10	1.30
Inferred	1.19	3.02%	1.67%	0.06%	0.76	35.91	19.82	0.76	0.91
Total	**4.38**	**2.88%**	**1.49%**	**0.06%**	**0.70**	**126.02**	**65.34**	**2.41**	**3.05**

The average ore milled during the life of mine of the Romina project, estimated at 13 years, is an estimate of 890 thousand future mining tonnage per year, ranging between 697 thousand future mining tonnage and 981 thousand future mining tonnage, peaking in 2038, according to the project's feasibility study, updated in 2023. The average zinc production during the life of mine is an estimate of 40 thousand future mining tonnage per year, ranging between 20 thousand future mining tonnage and 57 thousand future mining tonnage, peaking in 2027 and decreasing thereafter. The average lead production during the life of mine is an estimate of 20 thousand future mining tonnage per year, ranging between 14 thousand future mining tonnage and 30 thousand future mining tonnage, peaking in 2032 and decreasing thereafter. The average silver production during the life of mine is an estimate of one million ounces per year, ranging between 524 thousand ounces and 1,590 thousand ounces, peaking in 2031 and decreasing thereafter.

Over the 2023 - 2026 period, we expect to invest approximately US$114.7 million on the Romina project (see "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Capital Expenditures*" for more details). The Romina project is expected to go into full production by the end of June 2026. The construction work of the underground mine (development and preparation) is being carried out, and the exploitation permit was approved in December 2025. Significant life of mine average annual production is projected, with levels estimated at 40,000 tonnes of zinc, 20,000 tonnes of lead and one million ounces of silver, according to the project's updated feasibility study.

In 2019, a 3,994-meter infill drilling program was completed with a total of 15 holes in the Puagjanca body in order to recategorize mineral resources, increasing certainty and increasing the resource base. Diamond drilling for pilot metallurgical testing, conducted by SGS Chile, was also completed, as well as drilling for geomechanical stress measurement tests. After 10,170 meters of diamond drilling, inferred resources were defined in the Andrea, Adriana and Esperanza deposits. These deposits are located in the vicinity of the Puagjanca body and we believe they should significantly increase the potential of Romina´s project. In 2019, the pre-feasibility study was also completed, which determined that the Puagjanca body will be developed through open-pit and sub-level caving mining methods. An engineering feasibility study for the mining and surface infrastructure was also initiated in 2019.

In 2023, an update of the feasibility study of Romina project was completed, which supports the business case for a production of 2,500 tonnes per day (tpd), with the transportation of polymetallic ore to the existing concentrator plant and storage areas in Alpamarca. New components were included in the scope of the project, such as:

- a 1.6 km long transport tunnel;
- an 11.3 km access road that connects the Alpamarca Power Plant with the transport tunnel;
- an industrial wastewater treatment plant;
- the development of an open pit for a 3-year operation;
- the development of the 9-year underground mine; and
- the upgrade of the Alpamarca Plant facilities (camps, powder magazine, waste dump, substations, laboratory).

We plan to process the extracted ore from the Romina project at the Alpamarca concentrator plant, which will only require improvements in the flotation circuit, concentrate thickening and filtration sections. We expect to dispose of the treatment tailings product at the existing tailings storage facility in Alpamarca. We believe this will

ensure an efficient and profitable production flow to the project, deferring the closure of Alpamarca and exploiting its potential as a services provider.

At the end of 2023, the key infrastructure for the Romina project had been completed, such as the comprehensive construction of the accommodation and office camp and the implementation of the Yanahuin – ROM and Shagua – Santa Catalina transmission lines. In addition, the construction of the platforms and internal accesses, to optimize operations and ensure the efficiency of the site, are currently underway.

In addition to the activities described above, we commenced a new "greenfield" drilling campaign in the Romina project area in 2025, comprising 3,800 meters of diamond drilling. For 2026, we plan to undertake 7,000 meters of diamond drilling in the area to ensure operational continuity and to increase the certainty of inferred and potential ore reserves supporting 2026 production. We also intend to schedule an additional 11,560 meters of diamond drilling for each of 2027, 2028, and 2029.

Zoraida Project (Yauli)

Located seven kilometers south of the Andaychagua mine, Zoraida is primarily a silver project with lead and zinc content. Due to its geological characteristics, it may become the third polymetallic system in the Yauli dome, after San Cristóbal and Andaychagua Mines. Production at Zoraida is expected to be treated in the Andaychagua concentrator plant.

In 2018, more than 23,000 meters of diamond drilling performed from 2007 to 2014 were reviewed and reinterpreted under new standards. This review later assisted in defining part of the Zoraida Vein and replacement bodies with significant mineralization of silver, lead, and zinc, generating a new geological model. The mineralization is open to the northwest and southwest, and geophysical studies confirm the continuity of the mineralized zones in both directions, so we believe it has high potential.

In 2019, a 10,730-meter diamond drilling program was completed, which made it possible to validate the geological model based on diamond drilling carried out in previous years and indicated and inferred resources of four million tonnes with a significant silver content.

In 2021, a 6,340-meter diamond drilling program to the northwest and southeast of the mineralized deposits allowed the increase of the indicated and inferred resources to 5 million tonnes.

An agreement is currently being negotiated with the Suitucancha community to resume operations in order to increase the mineral resources.

The indicated and inferred resources of the Zoraida Project, as revised by SLR Consulting, are estimated to be approximately 7.9 million tonnes with grades of 2.5% zinc, 1.8% lead and 2.4 oz/million tonne of silver.

Carhuacayán Project

Situated 20 kilometers east of the Alpamarca Mine, Carhuacayán is a polymetallic project consisting of zinc, lead, and silver resources located in a mountainous area. The mineralization is observed in veins, breccia bodies, replacement bodies and deposits. At Carhuacayán, a significant mineralization of zinc, lead and silver was defined in the La Tapada body, not just beneath the old pit mine, but also on other levels of this older mine. Like the Romina project, we expect ore from Carhuacayán to be treated at the Alpamarca concentrator plant.

In 2017, a 21,811-meter diamond drilling program was completed in La Tapada, Candelaria and surrounding areas. Positive results were obtained, with significant mineralization found primarily in La Tapada. In addition, new possible exploration zones were defined. Replacement bodies were found in La Tapada, in an embedded lime block that had been mined previously. This half-table replacement zone has dimensions that are more than 500 meters long and 300 meters deep, with a width ranging from 30 to 50 meters, located in very significant polymetallic mineralization areas.

In 2018, a 14,110-meter diamond drilling program was completed in La Tapada. This was carried out primarily in the old production zone, showing significant mineralization in these older levels, defining a continuous mineralization throughout the older zone.

In 2019, a 10,359-meter diamond drilling program was completed in La Tapada, where indicated and inferred resources were increased to 10.1 million metric tonnes, and significant mineralization was shown in La Tapada Norte and La Tapada Oeste. Trade-off studies were commenced at venture analysis level.

Santa Barbara Project

Located 2 kilometers northeast of the historic Carhuacayán mine and 20 kilometers northeast of the Alpamarca mine. Santa Barbara is a porphyry copper-gold deposit housed in a monzonite quartz stock system, one of which was dated to 7.9 ± 0.1 Ma. This indicates that the system belongs to the Miocene belt of central Peru, which hosts other deposits of the same class, such as Toromocho.

Exploration began in 1996 by Rio Tinto Mining and Exploration with the execution of five drill holes (at a combined depth of 1,965 meters), which yielded an estimate of 76 million tonnes grading 0.4 grams per tonne of gold and 0.3% copper. Subsequently, in 2017, Volcan resumed exploration with surface geological mapping and geochemical sampling and executed 16 additional drill holes (at a combined depth of 9,100 m).

As of December 2024, the geological model is estimated to be maintained for 2025, with inferred resources of 140.2 million tonnes at a grade of 0.4% copper.

Palma Project

Located 60 kilometers southeast of the city of Lima, Palma is a greenfield project aimed at extracting volcanogenic massive sulfides ("VMS") distributed in mineralized deposits of zinc, lead, and silver. A significant mineralization of zinc, lead and silver has been defined, sufficient to begin a mining project separate from the other Mining Units.

The first stage of the project involved 17,000 meters of diamond drilling. Diamond drilling permitted estimation of inferred resources and identification of ore structured in deposits, which we believe show optimal potencies, good rock quality, and mineralization open both at depth and towards the sides.

The second amendment to the EIAsd was approved by DGAAM in 2017, after which a 7,920-meter diamond drilling program was completed in the upper part of the deposit, confirming the continuity of the mineralization.

In 2018, a 21,591-meter diamond drilling program was completed in the zone, which we believe shows very positive results. The mineralization horizon increased by one kilometer, with over 600 meters in depth.

In 2019, indicated and inferred resources of 21.4 million tonnes were estimated, with grades of 3.1% zinc, 0.6% lead and 0.7 silver ounces per tonne. Subsequently, in 2021, an aerial geophysical exploration campaign was carried out at the district level using the mobile magnetotelluric method.

In late 2025 and early 2025, we began a 5,000 meter drilling campaign to explore areas with potential copper mineralization at depth. This program is based on the evidence obtained in the deepest drillings carried out in previous years.

Growth through JVs

In 2023, under the "greenfield" exploration program, significant progress was made in the interpretation and integration of geophysical, geochemical, spectral, and geological data obtained during the intensive exploration campaign carried out in 2022. The results of this work have allowed the identification of over 100 exploration targets.

Recognizing the significant geological and economic potential for zinc, lead, silver, and copper deposits in central Peru, where we have over 268,000 hectares under claim, we have developed a strategic plan to seek partners and share exploration risks.

In 2023, we launched the first package of projects and reached an agreement with Antofagasta Minerals through two mining transfer and option agreements to explore and develop:

- The Cu-Mo Puy Puy project, located north of Ticlio;
- Six prospects: Pool, Taulish, and Anticona, located in Ticlio;
    - Garacuhuaman and Piñicocha, located in Río Pallanga;
    - Rondoni located in Huánuco; and
    - Esperanza de Iray, located in Ica.

In 2025, the agreement with Antofagasta Minerals remains in effect, and Antofagasta, through its subsidiary Minera Anaconda Perú, is securing the environmental permits needed to begin drilling campaigns. Anaconda has already started drilling at Puy Puy project.

Brownfield Exploration

Our exploration portfolio has undergone a transformative evolution driven by systematic brownfield and greenfield drilling campaigns executed between 2019 and 2025. The results confirm a robust pipeline of mineral resources across two strategic geographic clusters: the "Northern Cluster" (including Animón mine of the Chungar Unit) and the "Southern Cluster" (Yauli Mining District).

The Northern Cluster hosts four interconnected projects: Esperanza, Resurgidora, Techo Esperanza, and the Romina Mining District (including Andrea, Adriana, and Esperanza Sur). These projects collectively represent a mineral inventory with a combined potential of polymetallic mineralization exceeding 180 million tonnes, as of our 2025 estimates.

The Southern Cluster, encompassing the Yauli mines (Andaychagua, San Cristóbal – Carahuacra and Ticlio), and the Gavilán, Escondida and Oyama projects, represents significant near-mine and district-scale growth opportunities.

Northern Cluster

The Northern Cluster is anchored by the Animón mine of the Chungar Unit, where brownfield and step-out drilling campaigns executed between 2019 and 2025 totaling over 60,155 meters of diamond drilling have resulted in three consolidated discoveries: Esperanza, Techo Esperanza, and Resurgidora. Collectively, these projects constitute the primary growth portfolio of the Animón mine. Additionally, the Romina Mining District, comprising the Andrea, Adriana, Esperanza Sur, and Romina Central deposits, represents a high-priority medium-term growth opportunity within this cluster.

Animón – Esperanza

Esperanza is a polymetallic massive replacement deposit located 600 meters below the current operational zone of the Animón mine. Initial discovery occurred in 2019, when a 125-meter economic intercept with zinc and copper mineralization was identified in proximity to the Animón mine. Exploration was restarted in 2020 with 959 meters of diamond drilling, confirming the continuity of the orebody toward the southeast.

Between late 2020 and 2021, an additional 5,684 meters of diamond drilling were completed, establishing the geometry of the mineralized body and confirming economic metal content. Mineralization remained open in all directions upon completion of this phase.

In 2022, the most intensive drilling campaign to that point was executed, totaling 26,091 meters dedicated to Esperanza. In 2023, an 18,874-meter campaign was executed from both surface and underground platforms,

In 2025, the Esperanza geological model was reinterpreted as a polymetallic massive replacement deposit. According to the new model, the potential mineral inventory is estimated at 53 million tonnes, with average grades of 5.2% zinc, 0.63% copper, and 0.50 silver ounces per tonne.

Resurgidora

Resurgidora is a skarn hosted massive replacement body located immediately beneath Esperanza, at a depth of approximately 900 meters below current Animón operations. Discovered through deeper drilling executed during the 2022 and 2023 campaigns, the deposit intersects copper, zinc, and silver mineralization within a widely developed skarn zone that is open in all directions and at depth. The geological characteristics are comparable to those at Antamina, indicating significant potential for resource expansion. Certain sectors also display anomalous values of molybdenum, tin, and tungsten, suggesting an associated porphyry-type mineralization environment. Between 2019 and 2020, an initial program, comprising 10 diamond drill holes, was completed.

In 2025, a comprehensive reinterpretation of the Resurgidora geological model was completed, enabling more reliable delineation of massive replacement zones within carbonate units proximal to the intrusive body. This work produced a geological envelope fully consistent with a skarn-type deposit model. According to the new model, the potential mineral inventory is estimated at 80 million tonnes at grades of 1.5% zinc, 0.8% copper, and 0.8 silver ounces per tonne, with the mineralized system remaining open in all directions and at depth.

Techo Esperanza

Techo Esperanza is a polymetallic massive replacement body situated 300 meters below the current Animón operation, hosted in skarn zones and located in close proximity to active mining infrastructure. Between 2019 and 2022, six diamond drill holes were completed which confirmed replacement bodies with significant zinc and silver grades. A deep drill hole in this sector also intersected copper, zinc, and silver replacement bodies in skarn zones analogous to Resurgidora, as well as vein-type structures consistent with the veins currently in operation, indicating their continuity up to 400 meters below current operations.

In 2025, the exploration campaign was reactivated with an updated geological model and revised resource estimation. Techo Esperanza is estimated to contain potential resources of 7.8 million tonnes at 4.9% zinc, 0.14% copper, and 2.0 silver ounces per tonne. An additional exploration potential has been identified toward the northern extension of the mineralized body.

Romina Mining District – Andrea, Adriana & Esperanza Sur

The Romina Mining District, located in central Peru, hosts the Puagjanca, Andrea, Adriana, Santa, and Romina Central deposits. While the Romina project currently under construction is focused on the Puagjanca body, the surrounding targets also offer significant medium-term growth potential.

Andrea, Adriana, and Esperanza Sur are polymetallic exploration targets located along a North-Northwest-trending structural alignment associated with the axis of a regional anticline, reinforcing the structural control and continuity of the mineralized system.

In 2025, exploration was reinitiated across all three targets through diamond drilling, accompanied by a comprehensive geological reinterpretation and updated resource estimation. As a result, inferred resources of 6.3 million tonnes were established at grades of 3.56% zinc and 0.17 silver ounce per tonne, with an exploration potential exceeding 8.4 million tonnes at grades of 3.20% zinc and 0.20 silver ounce per tonne. Mineralization remains open toward the North-Northwest extension of the body.

Southern Cluster

The Southern Cluster encompasses the Yauli Mining District, comprising the Andaychagua, San Cristóbal Carahuacra, and Ticlio mines as well as three project-stage assets: Gavilán, Escondida, and Oyama. Brownfield exploration campaigns have been systematically conducted since 2019, targeting near-mine extensions and new discoveries within a district characterized by a diverse and productive metallogenic framework.

Yauli

In 2019, a 9,834-meter diamond drilling program was completed across the Andaychagua and San Cristóbal–Carahuacra mines, identifying targets with strong exploration potential. Drilling activity was significantly reduced in

2020 to 615 meters due to the COVID-19 pandemic. In 2021, 11,593 meters were drilled, followed by 6,034 meters in 2022 and 2,542 meters in 2023, all focused on the surroundings of the same two mines.

At Andaychagua, brownfield exploration was concentrated along the "Corredor Metavolcanico" metallotect, which hosts multiple polymetallic bodies with high zinc, lead, and silver grades. The Esther Gina target, a prospect for high-silver vein structures, was also evaluated. A key outcome of this program was the discovery of the Salvadora Sur polymetallic body located three kilometers from the current operational area.

At San Cristóbal Carahuacra, systematic exploration of the "Corredor Pucará", a limestone corridor to the west of the operational area historically mined by both open pit and underground methods, resulted in the discovery of polymetallic bodies J and K, hosting economic zinc and silver mineralization and located 400 meters from existing operational infrastructure. This discovery opens an exploration front exceeding eight kilometers in strike length, with potential for additional discoveries.

At Ticlio, exploration of the former San Nicolás Mine defined a corridor named Lucy with zinc, lead, and silver mineralization, and identified a zinc skarn mineralization occurrence. Additionally, significant polymetallic mineralization comprising principally silver was discovered in the western extension of the former Borrachitos mine.

Expansion of Current Operations

The drilling campaign carried out during 2025 was aimed at covering the blocks of the mining plan to increase the geological certainty of mineral resources to the indicated and measured categories, through infill drilling programs. Exploration drilling was also carried out with the aim of incorporating new economic inferred resources and evaluating areas with high geological-economic potential, which guarantee the extension of the asset's life of operations (Life of Asset) in the medium and long term.

Yauli

A total of 44,335 meters of diamond drilling were carried out in Yauli during 2025, distributed among the following projects: (i) Andaychagua: 15,993 meters; (ii) San Cristóbal-Carahuacra: 24,721 meters; and (iii) Ticlio: 3,620 meters.

Andaychagua

Increased geological certainty in sectors with mining plans through the recategorization of mineral resources from inferred to indicated and indicated to measured. In parallel, new mineral resources with high zinc, lead, and silver grades were incorporated in the extensions of the Salvadora Norte, Prosperidad Techo, Andaychagua, Adriana, Camila, and Bárbara orebodies and vein systems. Additionally, mineral resources and reserves were increased in the Andaychagua 1, Dolores, Martha, Rossi, and Prosperidad Norte veins. Economic mineralization with high silver contents was confirmed in the Valentina vein, while the discovery of the Katherine vein was consolidated, hosting high grades of zinc, copper, and silver. We also highlight the discovery of the Prosperidad Techo Sur orebody which contains significant zinc and silver mineralization.

These new zones of economic mineralization strengthen the unit's operational outlook, support medium- and long-term production continuity, and contribute to the extension of the asset's life of operations.

San Cristóbal Carahuacra

In San Cristobal, the results of the drilling programs allowed us to incorporate economic mineral resources in the lateral extensions and deepening of the Ramal Piso 722, 658, Split 658, Sheyla, and K veins, as the main contributors of zinc and silver mineralization. The discovery of new polymetallic bodies and mantles is being consolidated, developed at the intersection of vein systems with the same structural pattern as the main veins (NE-SW orientation, Veta 658) and calcareous rocks of the "Pucará Corridor," located immediately to the West and high levels (above Level 810) of the current operational area. Preliminary results show high grades of zinc and silver, generating a better operational perspective in the medium and long term.

In Carahuacra, consolidated mineral resources with high grades of zinc, lead, silver, and copper in the mantles of the Principal and Melissa systems, as well as in the East extension and the deepening of the Lourdes vein. Continuity

of economic mineralization is confirmed in the Jovencita mantle above level 720, with high grades of zinc and silver. Additionally, new mineral resources were delineated in the Mary Piso, Diana, and Teresa vein systems, confirming the lateral and vertical continuity of economic mineralization within these structures.

Ticlio

Increased geological certainty in the deepening of the Ramal Techo vein and delineated new economic resources on the Reemplazamiento body. Geochemical results continue to demonstrate high zinc, lead, and silver grades, supporting the operational continuity of the Ticlio mine for the coming years. In addition, new areas with high geological potential are currently being explored near the operation, including the Marisol body, the Shearzone vein, and the Escondida, Lucy, and Mariela vein systems.

Chungar

A drilling campaign of 33,723 meters was carried out in Animón with the aim of providing greater certainty to geological models and delineating new resources in areas with high economic value. New inferred and indicated resources were incorporated into the Janeth Piso, Split Janeth, Split Janeth Oeste, María Rosa, María Rosa Oeste, Andalucía,V3, Principal, Split 225, Carmen, Andalucía 120, Gaby, Ramal Piso 3, Ramal 85 and Ofelia vein systems, with economic results of zinc, lead, silver, and copper. Drilling campaigns are also being developed to consolidate the discovery of the Keren, Deby, Sur and Norte polymetallic bodies, whose preliminary results show economic grades of zinc and silver.

The results of the 2025 drilling program confirmed the lateral and down-dip continuity of economic mineral resources in the main mineralized structures which increased resource certainty to the indicated and measured categories on the veins contemplated in the mining plan, prioritizing stopes for the years 2027 and 2030. Also, quality mineral resources are incorporated on the main vein systems, principally at depth. A sustained drilling campaign is also being developed aimed at discovering high-grade polymetallic bodies and enabling operational connection with the Techo Esperanza and Esperanza bodies. At the Islay mine, there is no activity due to the operational suspension.

Cerro de Pasco

A total of 2,726 meters of diamond drilling were carried out in the Cerro de Pasco Unit during 2025.

The drilling campaign executed in 2025 was focused on the open pit, aimed at increasing the certainty of mineral resources. In this context, an exploration drilling program was implemented in the northern zone of the Raúl Rojas pit, oriented toward incorporating economic inferred resources and mineral potential, both in Cerro Sulfuros and Cerro Óxidos. In Cerro Sulfuros, high-potential zones were identified with economic grades of zinc, lead and silver, both in underground mine targets and in the northeastern wall of the Raúl Rojas pit. Likewise, the continuity of the J337A and J337B bodies and the area known as Chasqui was confirmed, thereby expanding future available mining options.

In Cerro Óxidos, the drilling campaign made it possible to identify high-potential zones of mineral resources with economic grades of copper, gold and silver in the Chasqui Norte sector, specifically in the Chasqui and Lucía bodies and veins 63 and 79 located in the northern zone of the Raúl Rojas pit. We believe these results open new mining opportunities and contribute to strengthening the operational sustainability of the mine in the coming years.

The results confirmed economic mineralization in the Cerro unit of: (i) economic polymetallic mineralization in the CNB-Emilia sector of the Paragsha metallurgical plant; and (ii) economic gold and silver mineralization in *in situ* oxides (Cleopatra), extending the life of asset and operational continuity of the oxides metallurgical plant.

Status of Permits & Authorizations

The following table summarizes the status of permits and authorizations for each of the projects.

Project	Status
Romina	In March 2025, SENACE approved the Detailed Environmental Impact Assessment (EIAd) for the underground and open-pit exploitation of the Romina project for a period of 14 years. In October 2024, the MINEM approved the second amendment to the Semi-detailed Environmental Impact Assessment (EIAsd) for exploration, extending the schedule until September 2026. In September 2025, SENACE approved the second amendment to the EIAd of the Alpamarca Mining Unit, which encompasses the disposal of tailings in the pit. In December 2025, MINEM approved the exploitation license of the Romina project for a period of 14 years.
Carhuacayán	The amendment to the Semi-detailed Environmental Impact Assessment (EIAsd) for exploration was approved in October 2021. In January 2025, the MINEM accepted the request to extend the suspension of the exploration schedule for 12 months, from January 19, 2025, to January 19, 2026. In December 2025, the Company notified the MINEM of the resumption of exploration activities. The project currently has a 52-month exploration schedule.
Zoraida	The first Technical Supporting Report (ITS) for the amendment of the Environmental Impact Declaration (MDIA) for exploration was approved in July 2021. In April 2025, the MINEM accepted the request to extend the suspension of the exploration schedule for 12 months, from January 1, 2025, to December 31, 2025. In April 2026, the MINEM accepted the request to extend the suspension of the exploration schedule for an additional 12 months, from January 1, 2026, to December 31, 2026. The Project currently has an 8-month exploration schedule, which will begin once the suspension of operations is lifted.
Palma	The second ITS of the second Environmental Impact Assessment (EIA) for exploration was approved in June 2019. In April 2025, the MINEM accepted the suspension of the exploration schedule for 12 months, from January 1, 2025, to January 1, 2026. In December 2025, the Company notified the MINEM of the resumption of exploration activities. The project currently has a 20-month exploration schedule.

Cash Flows Trust Agreements

We and our subsidiaries Empresa Administradora Cerro and Compañía Minera Chungar each executed and entered into separate administrative trust agreements with Banco Internacional del Perú S.A.A. (Interbank), as trustee, in 2013, 2013 and 2015, respectively. Under these trust agreements, we and our subsidiaries established and

transferred in trust (i) all amounts owed to each of us by certain of our customers (the "Collection Rights") and (ii) all sums of money from such credit rights (the "Cash Flows"). As of this date, the trusts serve as a mechanism for us and our subsidiaries to administer all of our current operating and financial expenses. Initially, we and our subsidiaries were the sole beneficiaries of each of our respective trusts. As part of the refinancing in July 2024 of the syndicated senior term loan facility dated as of December 29, 2021, as amended, by and among us, certain subsidiary guarantors, the syndicated lenders party thereto and Citibank, N.A., as administrative agent, and the exchange offer that led to the issuance of our Existing 2030 Notes in September of 2024, the cash flows released from these trusts (after deducting reasonable and documented (x) expenses related to the trusts and (y) operating expenses of and other customary related costs incurred in the ordinary course of business by us, Empresa Administradora Cerro and Compañía Minera Chungar, respectively) are transferred to a new cash flows trust (*fideicomiso en administración y garantía*) established under Peruvian law by an agreement dated as of July 24, 2024, as amended on September 10, 2024 and October 27, 2025 (the "Cash Flows Trust Agreement"), among us, Compañía Minera Chungar, Empresa Administradora Cerro, the trusts created in 2013, La Fiduciaria S.A., as trustee, and the Peruvian Collateral Agent (the "Cash Flows Trust"). The Cash Flows Trust secures our obligations and the obligations of the Subsidiary Guarantors under our 8.750% Senior Secured Notes due 2030 (the "Existing 2030 Notes") and our 8.500% Senior Secured Notes due 2032 (the "Notes").

Power and Energy Supply

We obtain electricity for our operations from the SEIN and our own hydroelectric power plants. For the years ended December 31, 2024 and December 31, 2025, we supplied approximately 20% and 18% of our electricity demand with our hydroelectric power plants owned by Compañía Minera Chungar and Compañía Hidroeléctrica Tingo, respectively. The remainder of our electricity consumption is currently supplied by Fenix Power Perú S.A. In 2024, each of our subsidiaries Empresa Administradora Cerro, Compañía Minera Chungar, Vinchos and us signed new electricity supply agreements through December 31, 2033, with Fenix Power Perú S.A. The power and energy supplies were increased to cover an estimated increase in the electrical demand of mining units and new projects.

Energy Generation

During the three months ended March 31, 2026, energy generation totaled 58.6 GWh, an increase from the 44.0 GWh generated in the same period last year. The energy generation total includes TAG's hydroelectric power plants.

Compañía Minera Chungar owns 10 hydroelectric plants. In the three months ended March 31, 2026, they generated 41.9 GWh, fully injected into the Chungar and Alpamarca Units.

Compañía Hidroeléctrica Tingo owns the 1.25 MW Tingo Plant and 82 kilometers of 50 and 22.9 kV transmission lines. In the three months ended March 31, 2026, the Tingo Plant generated 1.5 GWh, which was fully supplied to the Chungar Unit's operations. This power plant already has an approved environmental instrument and has the final generation concession for the Tingo Plant expansion project from 1.25 MW to 15 MW. Additionally, Compañía Hidroeléctrica Tingo owns 2 projects: (i) C.H. Chancay 2 (16.6 MW), and (ii) C.H. Chancay 3 (13.8 MW). Both projects have been granted with a definitive concession by the MINEM.

As described above, both Empresa de Generación Eléctrica Río Baños and Huanchor were sold to third parties in the first half of 2024.

Energy Consumption

Our consolidated energy consumption for the three months ended March 31, 2026, totaled 219.8 GWh, with a peak demand of 112.9 MW, representing a similar value compared to the same period in the prior year. There was an increase in mining unit energy consumption at the mining units for the first quarter of 2026, as compared to the same period in 2025, offset by the suspension of operations at the Alpamarca mining unit.

Energy generation from the hydroelectric power plants owned by Compañía Minera Chungar and Compañía Hidroeléctrica Tingo accounted for approximately 18% of our total energy consumption during the year 2025. Additional energy required was purchased from Fenix Power and supplied via the SEIN, through a supply contract effective from February 1, 2024 to December 31, 2033, and in the years 2024 and 2025, we paid US$55 million and US$56 million, respectively, under this supply contract.

The annual availability recorded for the SEIN during 2025 in the Yauli Unit was 99.7%, while the availability in Chungar–Alpamarca was 99.96%, excluding preventive maintenance activities. This indicator reflects the level of continuity and availability of electricity supply to the mining operations.

	Three months ended March 31,		Year ended December 31,	
	2026	2025	2025	2024
Energy generation (GWh)	58.6	44.0	158.8	358.6
Chungar	41.9	42.5	152.5	158.0
Tingo	1.5	1.6	6.3	6.8
Huanchor	-	-	-	123.1
Rucuy	-	-	-	70.7
Oroya	8.2	-	-	-
Pachachaca	7.0	-	-	-
Energy consumption (GWh)	219.8	219.0	890.6	843.5
Energy purchase (GWh)	176.5	174.9	731.8	678.8

Employees

We engage more than 11,183 workers to carry out our operations, of which approximately 31.8% are under our direct payroll and approximately 68.2% are from mining service contractor companies. As of March 31, 2026, we had twelve front-line workers unions and one Volcan Workers Union Federation among our direct payroll staff. Front-line workers unions represented approximately 31.8% of direct payroll workers at the Yauli Unit and our Lima headquarters, approximately 4.9% at the Cerro de Pasco Unit and approximately 16.6% at the Chungar and Alpamarca Units. We negotiate collective agreements with the unions annually. These negotiations generally focus on salaries, working conditions and welfare.

Management currently believes we have positive labor relations. In 2024, our organizational climate survey reported 73% employee satisfaction. However, there can be no assurance that a work slowdown, a work stoppage or strike will not occur prior to or upon the expiration of the current collective bargaining agreements, and management is unable to estimate the effect any such work slowdown, stoppage or strike may have on our production levels.

Health, Safety and Environmental Compliance; Relationships with Communities

We are committed to maintaining our industry's world-class practices in the areas of health, safety, and environmental management. Our activities are subject to regular internal audit programs following internationally accepted standards, and we have a long history of obtaining and renewing international health, safety, and environmental certifications. Our health, safety, and environmental management policies are aligned with international standards such as those promulgated by the International Organization for Standardization, ICMM, Global Reporting Initiative, SASB, and GISTM. These policies include investments in technology, the implementation of emergency response programs, and regular employee training, among other strategies.

Our social responsibility management aims to promote the development of communities through the fulfillment of the commitments assumed through our easement agreements, community relations plans and sustainable development plans. We also maintain a relationship with local authorities. In addition, we ensure constant communication with all of our stakeholders in the interest of fostering a harmonious relationship. In our view, the key aspects of the relationships with these stakeholders include maintaining proper communication, establishing agreements beneficial to the parties, and then enforcing these agreements.

Our operations are located in rural social areas that possess a culture and worldview that differ from commercial and corporate life in significant ways. In order to have a proper relationship with the members of these rural social areas, it is necessary to know their history, culture, traditions and customs. On the other hand, the underdevelopment of these emerging social areas offers opportunities to help foster economic activity, enabling the use of funds from non-renewable natural resources to drive profitable economic activities using renewable natural resources.

Our main goals in establishing and then enforcing these strong agreements with stakeholders are to (i) support trust and commitment with those stakeholders, (ii) promote nutrition, health, and education initiatives to strengthen

the social community with healthy and educated future generations, and (iii) facilitate infrastructure development, and productive development in particular, to promote the sustainable development of those communities.

As of December 31, 2025, we had entered into 78 agreements with 37 local communities within our direct area of influence that primarily provide for the use of their land for our operations. During 2025, we also allocated US$7.8 million to social investment programs.

In achieving these objectives, we have developed various activities and projects, the most notable of which are indicated below:

- *K-12 Education:* We continue to maintain our strong alliance with "Enseña Perú," and NGO which aims to transform education and ensure that all students in Peru can reach their potential. In 2025, this partnership focused on the "Teacher 360" program. Through this initiative, 80 teachers from Cerro de Pasco completed their training in formative assessments, socio-emotional development, and educational leadership. Furthermore, we continued the "Trainer of Trainers" program, enhancing the competencies of 25 specialists from UGEL Pasco and Yauli, and continued the "Teacher 360°" pilot program which targets 90 teachers across 11 educational institutions. Additionally, we awarded 53 full scholarships at the Universidad Nacional Daniel Alcides Carrión and SENATI to youth from Cerro de Pasco, alongside technical scholarships to SENATI for Chungar and CETEMIN for Alpamarca.

- *Health campaigns:* In partnership with the NGO Prisma, we conducted a total of 19 medical campaigns within our areas of influence throughout 2025, recording 5,377 consultations and achieving an 80% satisfaction rate among beneficiaries. Our flagship initiative "Pasco Healthcare Against Anemia" was executed for the fifth consecutive year in collaboration with the Pasco Regional Health Directorate, achieving a 38% reduction in the prevalence of childhood anemia across the served communities over a three-year period. The strategy encompasses clinical care across eight medical specialties and conducts awareness campaigns on self-care and hygiene, healthy nutrition, and anemia prevention, all in coordination with local health authorities to ensure the long-term sustainability of the program.

- *Economic Development:* We have designed a joint strategy with NGO Prisma to strengthen local production chains through the provision of technical assistance for rural producers. In 2025, we conducted 12 agricultural and livestock campaigns across 10 neighboring communities, treating over 59,000 heads of livestock. This initiative contributed to enhancing the productivity and income levels of local producers.

- *Promotion of Local Employment:* We promote local hiring to reduce unemployment rates and increase incomes in the areas in which we operate. In 2025, local companies providing services to our operations reported revenues of US$74.6 million. Additionally, we spent US$688 million on contractors and suppliers, with 98% of material and supply purchases made from Peruvian providers. Furthermore, 57% of our direct workforce comes from communities within our area of influence. This combination of direct employment, demand for local services, and procurement from national suppliers represents our model for sustained territorial economic impact.

- *Environment:* Our environmental management is structured under the CleanWork corporate framework, which integrates ICMM Principles, ISO 14001, GISTM, GRI, and SASB standards. In 2025, the CleanWork compliance index reached 68%. Corporate water recirculation reached 43%, avoiding the use of 13.04 million m3 of fresh water. Additionally, we repurposed four million tonnes of mining waste in Cerro de Pasco, reaching a cumulative total of 22.5 million tonnes since 2014, and reforested 3.1 hectares with native species in coordination with the Daniel Alcides Carrión National University and local residents. Volcan operated 21 mining effluent treatment plants under OEFA monitoring. In recognition of our waste management efforts, we received the Yanapay Award for Best Environmental Initiative for the third consecutive year. Regarding climate change, we formalized our Net Zero 2050 Plan in 2025 with targets validated under ISO 14064-1:2018 and GHG Protocol standards for reductions of 15% by 2030, 35% by 2035, 50% by 2040, and net-zero emissions by 2050. Our GHG emissions intensity per tonne extracted was reduced from 0.0635 tCO2e in 2022 to 0.04 tCO2e in 2025, a 37% decrease, while direct diesel fuel emissions fell from 57,219 to 47,992 tCO2e, a 16.1% decrease. Finally, 18% of our electricity consumption is supplied by our own renewable generation.

- *Infrastructure:* We undertake initiatives related to: (i) road maintenance and improvement; (ii) school maintenance and supply; and (iii) local community infrastructure.

Finally, with the goal of reducing Peru's infrastructure gaps, since 2011 we have allocated S/131.9 million to finance 17 projects as part of the Works for Taxes initiative. These projects span sectors such as education, water and sanitation, the environment, transportation, commerce, culture, and sports, benefiting more than 533,000 people. In 2025, we were awarded a contract for the project "Improvement and Expansion of Cultural Services at the Huayhuay Youth Palace" (Junín) for S/4.6 million, with an estimated reach of 1,700 residents. We are also founding members of the Alliance for Works for Taxes, which accounts for 44% of the nationwide projects carried out under this initiative. Volcan currently ranks 19th in the national ranking of companies by committed investment amount for the 2009–2025 period according to ProInversión.

Insurance

We maintain a comprehensive insurance program designed to address specific risks associated with our operations, in addition to covering the risks common to major mining companies. Our insurance program is provided through the local Peruvian insurance market and international reinsurance market and includes coverage for employers' liability, comprehensive third-party general liability, comprehensive automobile liability, all risk property on a replacement basis, including transit risks, business interruption insurance and mining equipment. We believe our insurance programs and policy limits and deductibles are appropriate for the risks associated with our business and are in line with the insurance policies of similar mining companies that operate in Peru.

Legal Proceedings

We are involved in a number of tax, legal, civil, administrative, labor and regulatory proceedings incidental to the ordinary course of our business. We believe that no such proceeding is likely to have, in the aggregate, a material adverse effect on our consolidated financial condition or results of operations. In connection with these proceedings, we have established a provision for probable contingencies for US$37.3 million as of March 31, 2026, US$31.6 million as of December 31, 2025 and US$32.0 million as of December 31, 2024.

Amortization of development expenses

Development expenses consist of investments of sums of money incurred by mining companies before starting the production stage *and* the legislator has given special treatment to such investments. Article 75 of the Supreme Decree No. 014-92-EM ("General Mining Law") allows companies to deduct development expenses in the year in which they are produced or amortized within a maximum period of three years; however, it does not indicate that they must be amortized proportionally or linearly. For as long as we have operated in Peru, we have amortized these expenses in accordance with the indicated law; that is, for the maximum period of three years, without any other restriction.

According to the Peruvian national tax authority (*Superintendencia Nacional de Aduanas y de Administración Tributaria,* or "SUNAT"), development expenses must be amortized linearly, despite the lack of specific regulation governing this specific point. The Company and certain of its subsidiaries have had their amortization schedules challenged by SUNAT.

Compañía Minera Chungar has obtained a favorable ruling of the Supreme Court in this matter, in which the Court recognized that its development expenses could be amortized without any restriction other that the maximum term of three years. However, other companies in our economic group still face disputes on this issue. Since 2018, the Company and its subsidiaries have started amortizing development expenses linearly, preventing new challenges from SUNAT in connection with this matter in the future.

Losses sustained from transactions with derivative financial instruments that have no hedging purpose

Pursuant to article 5-A of Supreme Decree No. 179-2004 EF ("Income Tax Law"), a loss derived from derivative financial instruments can only be considered for tax purposes a deductible loss if it has a hedging purpose. According to the Income Tax Law, a derivative financial instrument has a hedging purpose if, among others, the following requirements are met: (i) the asset or liability hedged must be identified, (ii) the risk to be hedged must be specific; and (iii) the derivative financial instruments must be entered into or subscribed in a publicly recognized

market. The Company, Empresa Administradora Cerro and Compañía Minera Chungar have entered into or subscribed several derivative financial instruments in the form of a swap in order to cover the risk of the downward trend in zinc and lead prices. At the time of liquidation of such derivative financial instruments, deductible losses were generated for tax purposes.

SUNAT concluded that the Company, Empresa Administradora Cerro and Compañía Minera Chungar did not submit sufficient documentation to prove the identification of the covered sales and the specific risk, as required by the Income Tax Law. SUNAT also concluded that the Company, Empresa Administradora Cerro and Compañía Minera Chungar did not comply with requirement (iii) above because the underlying prices agreed to under the swap agreements were not published in the London Metal Exchange (LME). For those reasons, SUNAT disqualified the loss that resulted from those derivative financial instruments as deductible for tax purposes.

The Company, Empresa Administradora Cerro and Compañía Minera Chungar have challenged these SUNAT objections before the Administrative Tax Court. As of the date of this offering memorandum, the Administrative Tax Court has not yet rendered a decision on the matter.

INDUSTRY OVERVIEW

Zinc Industry

Overview

Zinc is an internationally traded commodity. The London Metal Exchange is recognized as its principal trading market. Prices generally reflect the worldwide zinc supply and demand balance, but can also be influenced by the activities of speculative market participants such as investment funds and by fluctuations in currency exchange rates.

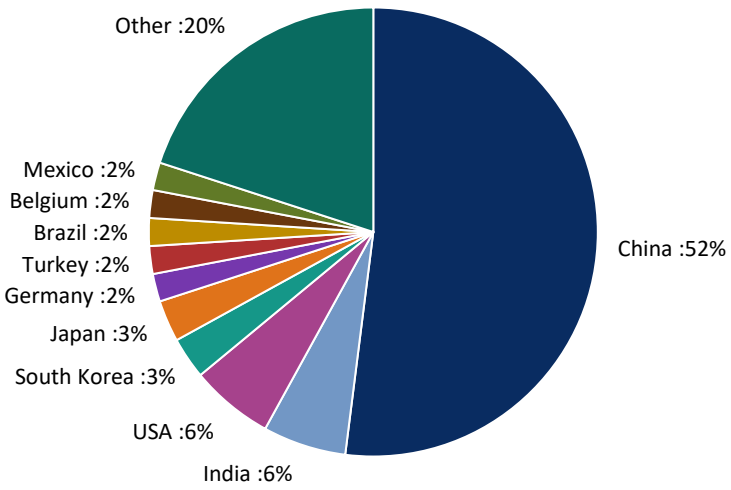
An important characteristic of zinc is its resistance to corrosion, which makes it a versatile metal. Additionally, its low melting point, fluidity, non-magnetic propensity, strength and alloying properties have increased its general demand across various applications. Its capacity as a surface treatment has proved crucial in protecting steel products against corrosion and improving their durability. The primary end-use applications of zinc include: construction (zinc is a major additive in galvanized steel), transportation and automobiles, white goods, industrials goods and equipment. Currently, there are limited low-cost substitutes for zinc in several of these applications.

Zinc Demand

Galvanizing is the predominant first-use for zinc, accounting for approximately 60.0% of global zinc usage in all forms in 2025. The next largest use of zinc is zinc alloys, accounting for 13.0% of total demand, followed by usage in brass production at 11.0%. 9.0% of zinc compounds is used in producing oxides and chemicals and a further 5.0% of zinc usage involves its conversion into rolled and extruded semi-manufactured products. In both absolute and percentage terms, galvanizing is forecast to be the fastest growing end-use, with principal applications in the construction and automotive industries.

The largest end-use sector for zinc is construction, which, together with publicly-funded infrastructure activity, accounted for 50.0% of global end-use zinc consumption in 2025. The second most important end-use sector is transport, which accounted for 21.0% of zinc consumption. Infrastructure represented 16.0% of consumption and the remainder was used mostly in household appliances.

Zinc Demand, 2025
Geographic Mix



Source: Wood Mackenzie

Asian, European, and North American consumption together comprised approximately 92.1% of global slab zinc demand in 2025. Driven by China's strong growth, Asia has been the biggest zinc market in the world.

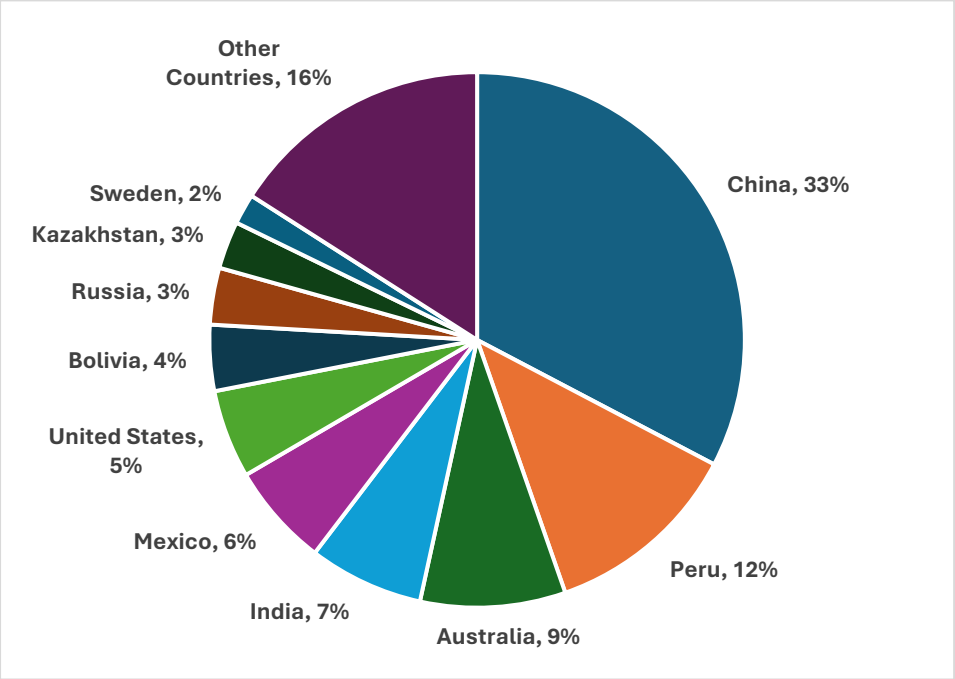
Zinc Supply

Zinc deposits typically occur in close association with other minerals, most commonly copper, lead, silver and gold. Most of the global supply is produced by mines as well as a small recovery volume from scrap, mainly in the form of die-castings, brass and bronze (not including the simple re-melting of zinc, brass, and the like for reuse without further treatment).

According to the USGS Mineral Commodity Summaries 2026, based upon 2025 estimated mine production, Peru was the second largest zinc producing country in the world, with 12.0% of total production. Other of the world's largest producers were: China (33.0%), Australia (9.0%), the United States (5.0%), India (7.0%) and Mexico (6.0%), which, together with Peru, accounted for 72.0% of total zinc mined worldwide in 2025. The rapid emergence of China as a mined and refined zinc producer has seen it become the world's premier primary producer of the metal.

From 2024 through 2025, refined zinc production has increased by 9.2%.

Approximated Global Zinc Mine Production (kt)
Zinc in Zinc and Bulk Concentrate



Source: USGS Mineral Commodity Summaries 2026

Price History and Outlook

The zinc market has shifted from a surplus condition between 2024–2025 to a period of acute concentrate tightness in 2026. Historically low concentrate inventories have driven treatment charges into negative territory, significantly pressuring smelter profitability and supporting zinc prices.

The following chart sets forth LME zinc prices between December 1, 2014 and May 31, 2026. As of May 29, 2026, LME zinc was trading at US$3,540 per tonne.

Historical Zinc Prices (US$/tonne)



Source: Bloomberg

Silver Industry

Overview

Silver is one of the eight precious, or noble, metals; the others are gold and the six platinum-group metals. Silver occurs naturally in its solid metallic state and is commonly associated with deposits of zinc, copper, lead and gold.

Silver is distinct from other precious metals in that it is both an industrial and a monetary asset. Silver's value is driven by two main factors: first, silver has a number of distinctive physical and chemical properties that make it an essential and hard-to-substitute component in several industrial applications, and second, in times of economic uncertainty, silver is viewed as an attractive hedge against inflation and a decrease in value of, among others, the U.S. dollar.

Silver Demand

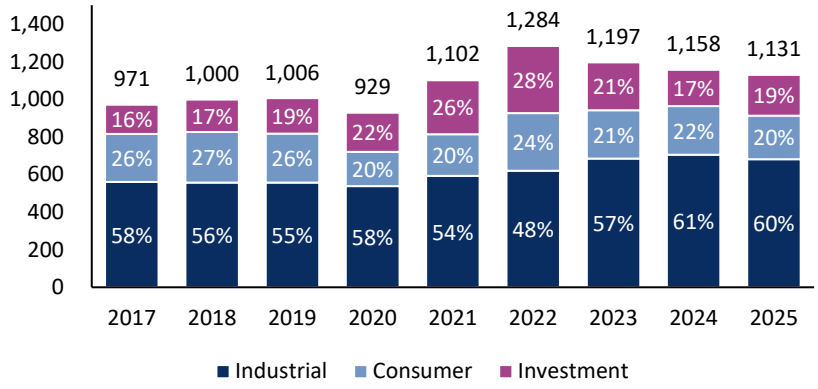
Silver has solid supply and demand fundamentals, with significant demand coming from diverse sectors. Industrial applications, consumer use and investment are the three main demand drivers. According to the World Silver Survey, in 2025, industrial, consumer and investment represented 58.0%, 23.0% and 19.0% of silver industrial demand, respectively.

According to the World Silver Survey, total global demand for industrial and consumer end-uses, which is in the form of manufactured end-products, decreased by 5.2% in 2025, to 913.0 million ounces. Similarly, according to the World Silver Survey, the consumer category decreased by 10.0% to 256.0 million ounces in 2025.

China is the largest global silver marketplace, fueling significant industrial and consumer demand. China's rapid population and income growth, surging demand for consumer electronics and promising housing market are driving its silver demand. According to World Silver Survey, industrial demand for silver in China has risen from 150.9 million ounces in 2010 to 282.9 million ounces in 2025, an increase of 87.5%.

The graph below denotes global silver demand from 2017 to 2025:

Approximated Global Silver Demand (MM oz)



Source: World Silver Survey, 2025

Industrial Demand

Traditional industrial applications of silver include batteries, bearings, brazing and soldering, catalysts and electronics. Silver's electrical and thermal conductive properties make it ideal for multiple high-performance electronics and high voltage circuits, connectors and other electrical components. Silver's increased use in emerging applications, as opposed to otherwise traditional industrial uses, is expected to continue to augment industrial demand. Emerging applications include utilizing silver's reflectivity as a component in solar cells to produce "green" electricity, utilizing silver's antimicrobial properties in medical applications and in the prevention of algae build-up in water purification systems.

According to the World Silver Survey, industrial demand for silver rose by 124.5% between 2017 and 2025 to 657.0 million ounces.

Consumer Demand

Jewelry and silverware are the main consumer uses of silver. The fabrication of these products relies on silver's luster, resistance to tarnishing and malleability. According to the World Silver Survey, this sector accounted for 20.0% of total demand for silver in 2025.

In 2025, photographic uses accounted for 2.1% of total silver demand, according to the World Silver Survey. However, photographic off-take has been on a steady decline since 2001, driven by the move from silver halide to digital technology, especially in the area of consumer film.

According to the World Silver Survey, between 2024 and 2025, consumer demand for silver decreased by 10.0%, to 256.0 million ounces. A major source of the decrease in consumer demand for silver in 2025 was in jewelry.

Investment Demand

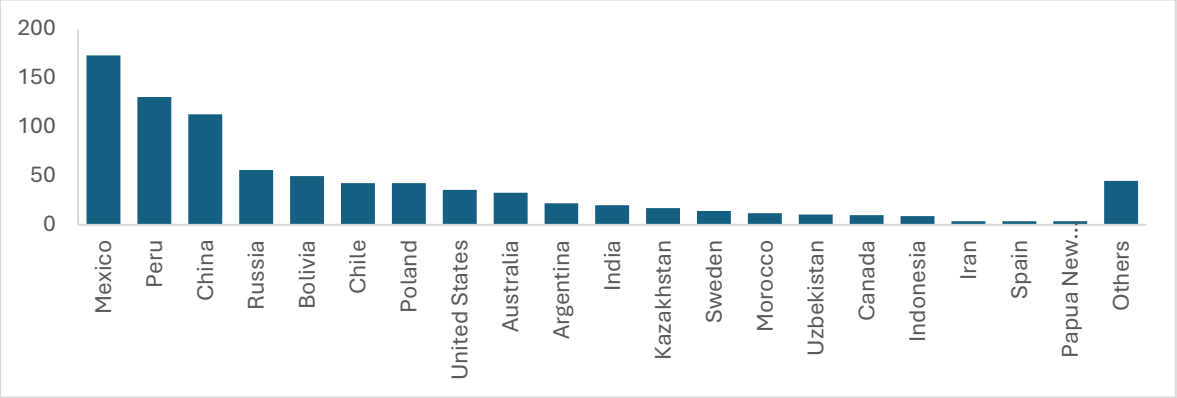
Investment demand for silver has increased from 2024 to 2025. According to the World Silver Survey, net investment in silver increased to 218.0 million ounces in 2025, up 12.0% from 2024 levels.

Silver Supply

Silver supply derives from two principal sources: mine production and scrap supply. According to the World Silver Survey, mine production in 2025 comprised 78.0% of total silver supply, while scrap silver constituted 18.0% of total silver supply. According to the World Silver Survey, silver mine production increased by 7.0% in 2025.

According to World Silver Survey, Peru was the second largest silver mining country in 2025 (131.0 million ounces), surpassed only by Mexico (173.0 million ounces). China and Russia (113.0 and 56.0 million ounces, respectively) followed. The graph below illustrates the world's leading silver producing countries.

Top 20 Silver Producing Countries, 2025 (MM oz)



Source: World Silver Survey 2026

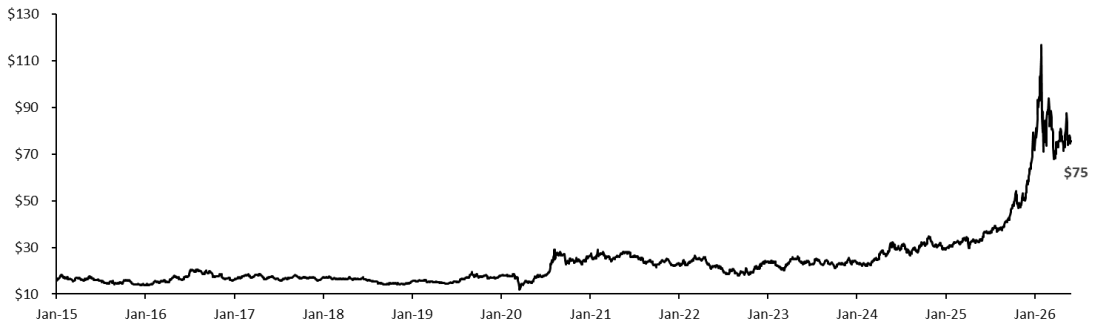
Price History and Outlook

Silver prices have strengthened significantly in 2026, supported by a sustained structural deficit in the physical market and robust investment demand.

The silver market continues to be characterized by a supply demand imbalance. For polymetallic producers, higher silver prices have provided a meaningful by-product contribution, partially offsetting the impact of negative treatment charges across several base metal markets.

The chart below presents historical silver prices from January 1, 2015 through May 30, 2026. As of May 31, 2026, silver was trading at US$75 per ounce.

Historical Silver Prices (US$/oz)



Source: Bloomberg

Lead Industry

Overview

Lead has an estimated abundance of almost one-sixth that of zinc, with which it is commonly geologically associated. Lead is not found in nature in its native form, but is commonly found in sulfide, oxide and silicate forms.

The battery sector is the single largest consumer of lead, accounting for approximately 92.0% of lead demand in 2025. It can be subdivided into two groups, including:

- SLI (Starting-Lighting-Ignition) batteries currently account for over half of all lead demand. These are mainly used in cars and light vehicles.

- Industrial batteries (both stationary and traction) currently account for approximately 40.0% of total lead demand. Stationary batteries are principally used in back-up power supply systems for electrical equipment and are also used extensively in telecommunications networks. Traction batteries are used for motive power in certain equipment such as forklift trucks and motorized wheelchairs.

The remaining approximately 8.0% of lead consumed in 2025 was attributable to non-battery applications. Over the past several decades, lead has lost significant end-use markets, principally in the chemicals sector, while demand for batteries has continued to expand.

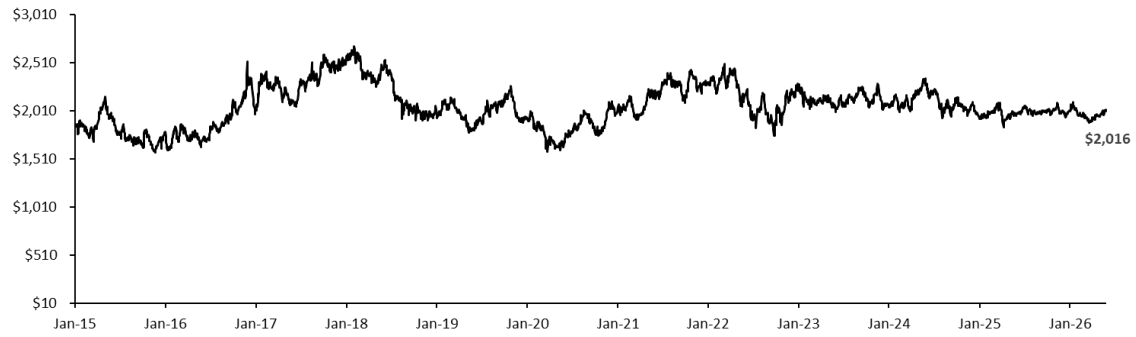
Price History and Outlook

Global lead prices reached multi-year highs in 2026, supported by tightening concentrate availability and resilient demand from battery-related end markets.

While the automotive sector remains the primary consumer of lead, demand from energy storage and backup power applications continues to support market fundamentals.

The chart below presents historical LME lead prices from January 1, 2015 through May 31, 2026. As of May 29, 2026, LME lead was trading at US$2,016 per tonne.

Historical Lead Prices (US$/tonne)



Source: Bloomberg

Copper Industry

Overview

Copper is an internationally traded commodity, and its price is largely determined on the major metals exchanges. Like zinc prices, copper prices generally reflect the worldwide copper supply and demand balance but can also be influenced by the activities of speculative market participants and by movements in currency exchange rates.

Copper is a ductile, corrosion resistant and malleable metal that is an excellent conductor of heat and electricity and has significant structural capabilities. The primary applications for copper include electronics applications, electrical conduit, construction and transportation industries, industrial equipment, and consumer products. While other materials compete with copper for various uses, substitution is modest because of copper's unique characteristics.

Copper Demand

The world's consumption of copper has increased significantly in the past five years, as large developing countries enter the global market. Population and industrial growth will continue to be the primary driver of demand for copper. The rate of industrialization, especially in China and India, has created a high level of copper demand over the past decade, while metal use in many developing countries remains a fraction of the intensity observed in developed nations.

Copper consumption is largely associated with industrial production and tends to follow economic cycles. Demand for copper products tends to increase during expansion phases, which often leads to price increases.

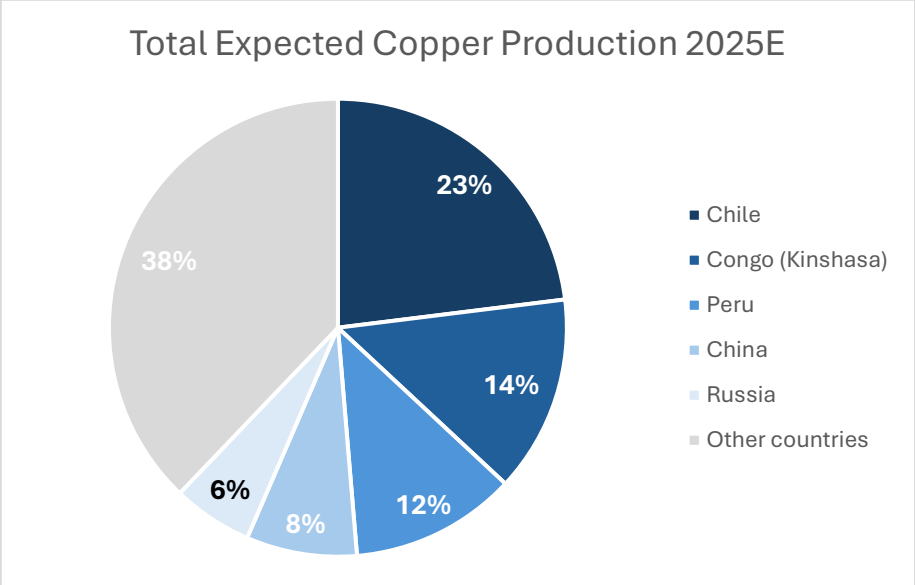
Asian refined copper consumption, led by China, has been particularly strong, increasing by a CAGR of 3.7%, compared to a global rate of 2.7% since 2021.

Copper Supply

While the earth's crust contains an almost inexhaustible supply of copper, most of it cannot be extracted economically utilizing existing technologies. Worldwide copper supply is driven by production rates at copper mines around the globe, as well as a small amount of scrap metal that is available for reuse. According to the USGS Mineral Commodity Summaries 2026, based upon total copper mined in 2025, the world's largest producers were Chile (23.0%), Democratic Republic of the Congo (14.0%), Peru (12.0%), China (8.0%) and Russia (6.0%).

From 2023 through 2025, refined copper production grew at a CAGR of 4.0%.

Approximated Global Copper Mine Production Copper by Country – 2025



Source: USGS Mineral Commodity Summaries 2026

Several copper discoveries have been made in the past 20 years, with continued development underway.

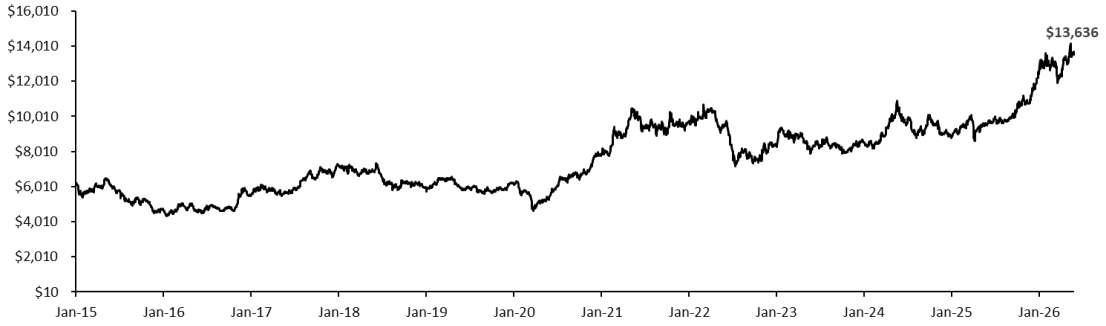
Price History and Outlook

Copper prices have strengthened significantly in 2026, supported by persistent supply constraints, declining inventories, and robust long-term demand fundamentals.

The copper market continues to face structural supply challenges as declining ore grades, project delays and limited greenfield development constrain production growth. At the same time, demand remains supported by electrification trends, grid modernization, renewable energy investments, and EV adoption.

The chart below presents historical LME copper prices from January 1, 2015 through May 31, 2026. As of May 29, 2026, LME copper was trading at US$13,636 per tonne.

Historical Copper Prices US$/metric tonne



Source: Bloomberg

While a number of major copper projects are set to start producing in coming years, supply growth has been affected by declining ore grades, social disputes, labor disputes, slower than anticipated ramp-ups resulting from long equipment lead times, weather-related delays, water/power supply constraints and other technical issues. Several new copper projects have not met their original timetables due to cost overruns, permit complications and difficulty securing appropriate financing in the context of escalating capital expenditure requirements.

REGULATORY FRAMEWORK

Mining and Processing Concessions

The General Mining Law (*Texto Único Ordenado de la Ley General de Minería)* approved by Supreme Decree No. 014-92-EM, published in the Peruvian Official Gazette, *El Peruano*, on June 4, 1992, is the primary law governing both metallic and non-metallic mining activities in Peru and is supplemented by implementing guidelines, regulations and policies regarding mining and the processing of minerals enacted by MINEM. Under the General Mining Law, mining activities (except reconnaissance, prospecting, and trade) are carried out exclusively through various forms of concessions. A concession provides its titleholder with the exclusive right to undertake a specific mining activity within a determined area.

There are four types of concessions:

- Mining concession: grants the right to explore and exploit mineral resources (either metallic or non-metallic).
- Processing concession: grants the right to extract and concentrate minerals and, to purify, melt and refine metals.
- General works concession or mining labor: grants the right to give auxiliary services to two or more mining concessions.
- Mining transportation concession: grants the right to install and operate a massive transportation system of mineral products provided the transportation is not conventional.

Large and medium scale mining concessions are granted by the INGEMMET, while the other types of concessions are granted by the DGM. Any act, transfer, termination, or agreement related to these concessions must be registered with the Mining Rights Book, which is part of the Peruvian Public Registry, to be effective against the Peruvian government and third parties.

In Peru, as in many other countries, a mining concession is a special type of real property, different and separate from the surface land where it is located. Consequently, holding a mining concession does not grant the titleholder any right to the surface land. To commence mining activities, an authorization from the DGM is required, which in turn requires having a title over the surface land. (property right, lease, mining easement, authorization to use or similar valid title to use such land) granted by the owner of the land.

Holders of concessions or mining claims must comply with several obligations, including the payment of an annual validity fee (*derecho de vigencia*) of US$3.00 per applicable hectare in the case of large and medium scale mining. The annual validity fee is due and payable on or prior to June 30 of each year. Failure to pay the annual validity fee for two years, consecutive or not, will result in the forfeiture of the mining concession.

Mining concessions are required to achieve the minimum production level in accordance with the following rules:

- The minimum annual production levels for large- and medium-scale mining, equivalent to 1 Peruvian tax unit (S/5,500.00 for 2026, approximately US$1,600) per year per hectare, in the case of metallic concessions, and 10% of 1 Peruvian tax unit (approximately US$160) per year per hectare, in the case of nonmetallic mining concessions.
- The minimum annual production level is to be achieved no later than the end of the tenth year from the year of grant.
- If the minimum annual production level is not achieved within that period, an annual penalty shall be paid. The following rules for calculating the amount of the penalty apply:
    - If the minimum annual production level is not achieved until the end of the tenth year from the year following the granting of the concession, a mining penalty equivalent to 2% of the corresponding annual production level per year per hectare shall be paid.

- If the minimum annual production level is not achieved until the end of the fifteenth year from the year following the granting of the concession, a mining penalty equivalent to 5% of the corresponding annual production level per year per hectare shall be paid.

- If the minimum annual production level is not achieved until the end of the twentieth year from the year following the granting of the concession, a mining penalty equivalent to 10% of the corresponding annual production level per year per hectare shall be paid.

- If the minimum annual production level is not achieved by the end of the thirtieth year from the year following the granting of the concession, the mining concession will be cancelled. In the case of mining concessions granted before 2008, the 30th year term began on January 1, 2009.

The annual penalty must be paid prior to June 30 of each year. Failure to pay the annual penalty for two years consecutive, or not, results in the forfeiture of the mining concession.

The holders of mining concessions are not required to pay the annual penalty fee if they invest at least 10 times the amount of the respective penalty fee per year and per hectare.

To comply with the minimum production level or minimum investment, the holders of mining concessions can group concessions into economic management units (*Unidades Económicas Administrativas*). In order to form an economic management unit, the mining concessions must be located within a radius ranging from 5, 10 and 20 kilometers depending on the type of mineral exploited. The formation of an economic management unit requires an approval resolution issued by INGEMMET.

Finally, titleholders of mining concessions that are in exploration, construction, operation or closure phase, must file every year a Consolidated Annual Statement (*Declaración Anual Consolidada*) with the DGM. The Consolidated Annual Statement that contains information in connection with investments is required on an annual basis (before April 30 of each year) and the Consolidated Annual Statement that contains information in connection with production is required on an annual basis (before June 30 of each year). As of the date of this offering memorandum, we primarily owned metallic mining concessions with respect to zinc, silver, lead, and cooper. Substantially all of our concessions were granted prior to 2008. Our mining rights and concessions are in full force and effect under applicable Peruvian laws. We believe that we are in compliance in all material respects with the terms and requirements applicable to our mining rights and concessions.

Environmental Matters

In 2005, Peru enacted the General Environmental Law (Law No. 28611), which establishes the main environmental guidelines and principles applicable in Peru. Pursuant to the General Environmental Law, MINAM issued national environmental regulations, which have gradually replaced prior guidelines governing governmental agencies environmental competencies. All environmental studies for exploration activities are evaluated by the General Directorate of Environmental Mining Affairs of the MINEM (*Dirección de Asuntos Ambientales Mineros* or "DGAAM"). The agency in charge of Environmental Certification (*Servicio Nacional de Certificación Ambiental para las Inversiones Sostenibles* or "SENACE") evaluates the exploitation and beneficiation environmental studies for large- and medium-scale mining. In addition, the OEFA is responsible for supervising the fulfillment of environmental obligations including commitments approved in environmental assessments studies. If the holder of a mining concession fails to comply with any obligation related to environmental matters, OEFA can levy a sanction for such breach with fines of up to 30,000 Peruvian Tax Units (approximately US$47,965,116.30). An entity cannot be fined more than 10% of the gross annual income it received in the year prior to the date the infraction was committed.

According to the Environmental Regulations for Mining Exploration Activities approved by Supreme Decree 042-2017-EM, exploration activities fall into two categories: Category I and Category II. Category I exploration activities are those involving no more than 40 drilling platforms or affecting an area measuring of up to 10 hectares in size or the construction of tunnels of up to 100 meters long, while Category II exploration activities are those involving between 40 and 700 drilling platforms and affecting an area measuring greater than 10 hectares, the construction of tunnels of up to more than 100 meters long or a pilot plan. For Category I exploration activities, an Environmental Impact Statement (*Declaración de Impacto Ambiental* or "DIA") is required. For Category II exploration activities, an Environmental Impact Assessment semi-detailed (*Estudio de Impacto Ambiental semi-detallado* or "EIAsd" is

required and incorporates technical, environmental, and social matters. The approval of DIAs and EIAsd may require the prior favorable opinion of some competent authorities, such as the National Service of Natural Areas Protected by the State (*Servicio Nacional de Áreas Naturales Protegidas por el Estado*, or "SERNANP") for exploration activities performed within protected natural areas or their buffer zones.

In addition, the new regulation requires only an Environmental Technical Report (*Ficha Técnica Ambiental* or "FTA"), which is a complementary environmental assessment, for exploration activities involving a maximum of twenty platforms and which, due to their location and/or characteristics, are expected to generate non-significant negative environmental impacts. By Resolution No. 237-2024-MINEM/DM, the MINEM approved two types of FTA: (i) a standard FTA, which allows up to twenty platforms; and (ii) the simplified FTA, which allows up to ten platforms and to affect an area of up to five hectares.

Exploration, exploitation and/or processing activities must start within a maximum of five years following the date that the DIA, EIAsd or EIAd is approved. The DIA, the EIAsd and the FTA, as applicable, must be approved before exploration activities begin. Any commitments assumed by mining companies in a DIA, EIAsd or FTA are mandatory and, if they are not fulfilled, OEFA has the authority to fine non-compliant mining companies or suspend their activities.

The regulation also provides that the holder of mining activities will perform specified progressive closure, final closure, and post closure activities during and after exploration programs, exploitation and/or processing activities. In addition, fines can be imposed if exploration programs begin before the DIA, the EIAsd and the FTA are approved.

Holders of mining concessions or mining activities that have completed the exploration stage, or envisage mining development and exploitation activities (including the processing of minerals), are required to prepare and obtain the approval of an EIAd from SENACE, which involves, among others, a process of public hearings in the locations where the project will be developed.

A modification to the environmental assessment will be required prior to conducting mining activities that may generate new moderate or negative environmental impacts.

In addition, according to the Public Participation Regulations in the Mining Subsector approved by Supreme Decree No. 028-2008-EM, for purpose of preparing the EIA holders of mining concessions must gather and analyze the social, environmental and economic concerns of the population that lives or works in the areas surrounding the project prior to the authorization of any activity.

Holders of mining concessions must undertake steps for public participation prior to and during the preparation of the DIA, EIAsd and EIAd subject to evaluation as well as during the process of evaluation by DGAAM (DIA and EIAsd) or SENACE (EIAd). In this process, holders of a mining project are required to submit a public participation plan, detailing the public participation mechanisms to be executed.

Supreme Decree 054-2013-PCM was enacted in 2013 to promote investment projects. It allows companies to only submit a supporting technical report (*Informe Técnico Sustentatorio* or "ITS"), to modify ancillary components, capacity expansions, or introduce technological improvements in exploration and exploitation activities. Although regulation requires that the responsible authority must evaluate the ITS within no more than 15 working days from the date of submission, this deadline has not been strictly applied in the past.

According to the Mining Closure Law (Law No. 28090) holders of mining concessions who wish to initiate mining exploitation activities, as well as those in operation, are required to prepare and submit a mining closure plan one year after their EIA has been approved. The mining closure plan must contain a description of the steps that will be taken to restore the areas and facilities of each mining unit they are going to operate. Holders of mining project are required to secure completion of the final closure and post-closure measures by means of the following guarantees: (i) letters of credit; (ii) surety bond and similar types of insurance, without the benefit of *excussio* issued by local or foreign first category insurance companies; (iii) trust, trust over cash flows, trusts over movable and immovable assets (other than mining concessions and the facilities covered by the Mine Closure Plan), as well as securities excluding those issued by the mining activity holder; (iv) joint and several guarantees, based on the previous mentioned arrangements, without the benefit of *excussio*; or (v) bank certificates, letters of credit, and stand-by letters of credit issued by local or foreign first category banking entities.

Supreme Decree No. 042-2017-EM also requires mining companies that perform exploration activities to conduct closing activities in accordance with the approved environmental assessment, subject to deferral under certain circumstances. For exploration activities that involve underground works, depending on the volume and features of the material removed, a closure plan shall be submitted by the mining company following the terms and conditions of Supreme Decree Nº 033-2005-EM, as amended from time to time.

Law No. 28271, Law that Regulates the Environmental Liabilities of Mining Activities (*Ley que Regula los Pasivos Ambientales de la Actividad Minera*), came into force on July 7, 2004 and serves to regulate the identification of environmental liabilities and financial responsibility for remediation in mining activities, in each case to mitigate any negative impact mining may have with respect to the health of the population, environment and property. Pursuant to Law No. 28271, the DGM will identify environmental liabilities and the entities responsible for their remediation, which must submit an Environmental Liabilities Closure Plan to the DGAAM. This law also allows voluntary remediation of environmental liabilities by any person or entity even if these parties are not holders of mining concessions.

Finally, we anticipate that additional laws and regulations relating to environmental matters will be enacted over time. The development of more stringent environmental regulations in Peru could impose additional constraints and additional costs on our operations that would require us to make significant additional capital expenditures in the future.

Agriculture Communities and Indigenous People

Peru has ratified ILO Convention No. 169 concerning Indigenous and Tribal Peoples in Independent Countries through Legislative Resolution No. 26253. This convention gives indigenous and tribal peoples the right to previous consultation. As a result, on September 7, 2011, Law No. 29785 on the Right to Prior Consultation of the Indigenous Population was published. This law, which came into force on 7 December 2011, establishes a prior consultation procedure for an indigenous population whose collective rights may be directly affected by a legislative or administrative measure. The Regulations of Law No. 29785 were approved by Supreme Decree No. 001-2012-MC, which entered into force on April 4, 2012. This regulation specifies the form and circumstances of the required consultation and the manner in which the agreements will be formalized and provides for a consultation process that should not last more than 120 calendar days, a term which is not observed in practice.

In 2019, the Ministerial Resolution No. 403-2019-MINEM/DM was issued, which establishes the administrative procedures of the Mining Sector that require prior consultation – in the event that such procedures directly affect indigenous communities – which are: (i) concession of processing; (ii) authorization to commence or restart exploration, development or exploitation activities; (iii) transport of minerals; and (iv) concessions for general works and mining labor.

The consultation procedures are carried out by the *General Office of Social Management* ("OGGS") of the MINEM before the granting of the corresponding authorization or concession by the DGM. Indigenous peoples do not have the right to veto or stop a mining project. Once this prior consultation procedure has been completed, the Peruvian Government may approve or reject the applicable legislative or administrative measures at its discretion.

In addition, the sale, lease, or other disposition of surface lands owned by agriculture or native communities is subject to the approval of at least two thirds of all community members.

Permits and Licenses

Explosives

The use of explosives for civil use is regulated by Law No. 30299 and its regulations. Under such law, mining companies are required to obtain the following permits to operate and store explosives from the National Superintendence of Security Services, Guns, Munitions and Explosives of Civil Use (*Superintendencia Nacional de Control de Servicios de Seguridad, Armas, Municiones y Explosivos de Uso Civil* or "SUCAMEC"):

- Authorization for the acquisition and use of explosives (*Autorización para la adquisición y uso de explosivos y materiales relacionados*).

- Authorization for the storage of explosives (*Autorización para el almacenamiento de explosivos y materiales relacionados*).

- Authorization of the manipulation of explosives for each individual that intends to handle explosives (*Autorización para la manipulación de explosivos y materiales relacionados*).

Water, wastewaters, and emissions

To use water resources in a mining project, it is necessary to obtain a water right granted by the National Water Authority (*Autoridad Nacional del Agua* or "ANA") prior to the use of underground or fresh water sources. If the proposed activities will generate domestic or industrial wastewaters discharged into natural water sources or dry creeks, it is necessary to obtain an authorization granted by the ANA, with the favorable opinion of the General Bureau of Environmental Health (*Dirección General de Salud Ambiental* or "DIGESA").

In 1996, MINEM issued regulations which established the first maximum permissible levels ("LMPs") of (i) liquid effluents emissions and (ii) elements and compounds present in gaseous emissions resulting from mining activities. Mines and processing plants that were in operation before May 1993 were required to submit Environmental Adaptation and Management Programs, or PAMAs, that set forth plans to ensure compliance with LMPs. The first General Water Law was enacted in 1969. In 2008 and 2010, MINAM enacted new water quality standards and new LMPs for liquid effluents, and, in 2009, all Peruvian mining companies were required to submit updated environmental management plans that complied with water quality standards and new LMPs for liquid effluents to MINEM. By the end of 2015, Supreme Decree No. 015-2015 - MINAM was enacted, modifying water quality standards and establishing supplementary provisions related to compliance. In 2017, Environmental Quality Standards (*Estándares de Calidad Ambiental* or "ECAs") for water were modified by Supreme Decree No. 004-2017-MINAM. Permissible maximum limits approved in 2010 by Supreme Decree No. 010-2010-MINAM are still valid.

Solid waste and soil contamination

Within Peru's mining–environmental regime, environmental certification for large-scale mining projects is granted by the National Service of Environmental Certification for Sustainable Investments (SENACE) through a Detailed Environmental Impact Assessment (EIA-d) and its amendments. Environmental oversight and enforcement rest with the OEFA, which covers assessment, supervision, enforcement, and sanctions. MINEM, through the DGAAM, issues sector regulations and manages the regime for Mining Environmental Liabilities (PAM). The Supervisory Agency for Investment in Energy and Mining (OSINERGMIN) oversees safety and technical-operational aspects of mining infrastructure and components; this role does not replace OEFA's environmental enforcement.

Under Peru's legal framework, waste management obligations cover both non-mining solid waste and mining waste. For non-mining solid waste and hazardous waste, Legislative Decree 1278 and its Regulations (Supreme Decree 014-2017-MINAM) require application of the 5R hierarchy (Refuse, Reduce, Reuse, Recycle and Recover), source segregation, safe temporary storage, engagement of authorized Solid Waste Operator companies (*Empresas Operadoras de Residuos Sólidos* or "EO-RS"), use of Hazardous Solid Waste Manifests (MRSP), annual reporting, full traceability, and certification of recovery or final disposal. For mining waste, including tailings and waste rock, Supreme Decree 040-2014-EM and the commitments in the approved Detailed Environmental Impact Assessment (EIA-d) govern the design, operation, monitoring, and closure of tailings storage facilities (TSFs) and waste-rock dumps (WRDs) to ensure physical and geochemical stability, with periodic reporting.

For soil protection in Peru, the Environmental Quality Standards for Soil (EQS), established by Supreme Decree 011-2017-MINAM and complemented by Supreme Decree 012-2017-MINAM on contaminated-site management criteria, serve as the binding reference to determine contamination; site management follows a staged process comprising identification and characterization, risk assessment, selection of remediation technologies, implementation, verification, and post-closure. A transitional regime under Supreme Decree 002-2013-MINAM, as complemented by Supreme Decree 002-2014-MINAM, applied to pre-existing Environmental Management Instruments (*Instrumentos de Gestión Ambiental* or "IGAs") until they were updated.

Regarding PAM in Peru, Law No. 28271 and Supreme Decree 059-2005-EM provides that if a responsible party is identified, it must undertake remediation, and where no responsible party is identified, the Peruvian government may intervene in accordance with the official PAM inventory and prioritization.

Chemical feedstock

The commercialization, transportation, and use of controlled chemical feedstock (*Insumos Químicos y Bienes Fiscalizados* or "IQBF") is restricted, because of their potential, direct or indirect, use for the production of illegal drugs and their use in illegal mining activities. Companies that conduct activities that involve IQBF must register before the SUNAT any IQBF activities that they play to carry out (*Registro para el Control de los Bienes Fiscalizados*). Companies such as ours are also required to track all activities performed in connection with IQBF daily (*Registro de Operaciones*) and submit monthly consolidated information to SUNAT.

Fuel storage

Any company that purchases fuels for its own activities and has facilities to receive and store fuel with a minimum capacity of 1 meter cubed (264.170 gallons) is required to (i) obtain from the Mining and Energy Investment Supervision Body (*Organismo Supervisor de la Inversión en Energía y Minería* - OSINERGMIN) prior permission to build and operate said installations, and (ii) be registered with the Registry of Direct Fuel Consumers, in order to obtain the SCOP Code (*Código del Sistema de Control de Órdenes de Pedido*) necessary to purchase fuel.

Cultural heritage protection

If the design and development of mining projects involve the removal of topsoil, companies need to have a Surface Archaeological Survey (*Diagnóstico Arqueológico de Superficie* or "DAS") conducted and certified by a licensed archaeologist or obtain from the Ministry of Culture a Certificate of Non-Existence of Archeological Ruins (*Certificado de Inexistencia de Restos Arqueológicos* or "CIRA") and the authorization to perform an Archeological Monitoring Plan (*Plan de Monitoreo Arqueológico* or "PMAR") with respect to the area that is going to be used in the construction process or in developing the relevant mining project. DAS and CIRA will certify that on the surface of the evaluated area no archaeological sites or features were discovered. The PMAR involves an archaeological monitoring by, at least, one archaeological professional, while works are performed seeking to prevent, avoid, control, reduce and mitigate possible negative impacts on archaeological evidence found in the soil and subsoil. A PMAR is required prior to initiating works involving soil removal.

If any archaeological artifacts are accidentally discovered during the construction works or due to any natural cause, the mining company must stop the construction work immediately and notify the Ministry of Culture. Failure to stop the construction work will generate applicable civil and criminal liabilities.

Mining Regulatory Contributions

In Peru, the regulatory contribution (*Aporte por Regulación*, "APR") is a mandatory contribution-type tax that funds sector regulators, capped at 1% of a company's annual invoicing, net of VAT. It applies to medium and large mining companies on a monthly self-assessment basis, with enrollment in the relevant APR registries and exposure to fines for non-compliance and is distinct from royalties that finance regional development.

For OSINERGMIN, the APR finances safety, technical oversight, and tariff regulation functions in mining, with the 2026 contribution set at 0.11% of monthly invoicing (excluding VAT). For OEFA, the APR supports environmental supervision and enforcement in mining, with the 2026 rate at 0.07% of monthly invoicing (excluding VAT) (still within the 1% legal ceiling), and monthly declarations and payments monitored for compliance.

Mining Royalties

Since October 1, 2011, holders of mining concessions have been required to pay a mining royalty (*regalía minera*) to the Peruvian government for the exploitation of metallic and non-metallic resources in accordance with Law No. 28258, as amended by Law No. 29788. The amount of the royalty is now payable on a quarterly basis and is equal to the greater of (i) an amount determined in accordance with a statutory scale of tax rates based on a company operating profit margin and applied to the company's operating profit, and (ii) 1% of a company's net sales, in each

case during the applicable quarter. The mining royalty rate applied to the company's profit is based on its operating profit margin according to the following statutory scale of rates:

Operating profit margin			
Scale No.	**Lower limit**	**Higher limit**	**Rate**
1	0%	10%	1.00%
2	10%	15%	1.75%
3	15%	20%	2.50%
4	20%	25%	3.25%
5	25%	30%	4.00%
6	30%	35%	4.75%
7	35%	40%	5.50%
8	40%	45%	6.25%
9	45%	50%	7.00%
10	50%	55%	7.75%
11	55%	60%	8.50%
12	60%	65%	9.25%
13	65%	70%	10.00%
14	70%	75%	10.75%
15	75%	80%	11.50%
16	More than 80%		12.00%

Mining royalty payments will be deductible as an expense for income tax purposes in the fiscal year in which such payments are made.

Special Mining Tax

Effective October 1, 2011, Law No. 29789, published on September 28, 2011, requires that holders of mining concessions pay a special mining tax (*Impuesto Especial a la Minería*) to the Peruvian government for the sale of metallic resources, regardless of the state in which they are sold. The Special Mining Tax is payable on a quarterly basis and is calculated on the basis of the operating profit derived exclusively from the sale of metallic resources. The applicable Special Mining Tax rate (which is between 2% and 8.40%) is determined by the quarterly operating profit margin of the company and such rate is applied to the operating profit derived from the sale of metallic resources, according to the following table:

Operating profit margin			
Scale No.	**Lower limit**	**Higher limit**	**Rate**
1	0%	10%	2.00%
2	10%	15%	2.40%
3	15%	20%	2.80%
4	20%	25%	3.20%
5	25%	30%	3.60%
6	30%	35%	4.00%
7	35%	40%	4.40%
8	40%	45%	4.80%
9	45%	50%	5.20%
10	50%	55%	5.60%
11	55%	60%	6.00%
12	60%	65%	6.40%
13	65%	70%	6.80%
14	70%	75%	7.20%
15	75%	80%	7.60%
16	80%	85%	8.00%
17	More than 85%		8.40%

Special Mining Tax payments will be deductible as an expense for income tax purposes in the fiscal year in which such payments are made.

Complementary Retirement Fund for Mining, Metallurgic and Steal Activities

Law No. 29741, enacted on July 9, 2011, created the Complementary Retirement Fund for Mining, Metallurgic and Steel Activities (*Fondo Complementario de Jubilación Minera, Metalúrgica y Siderúrgica*), which is a social security retirement fund for mining, metals and steel workers and will be partly funded by mining, metallurgic and steel companies, including us, with a payment equal to 0.5% of their annual net income before taxes and 0.5% funded by the employee's monthly income.

Safety

As a mining company, we are subject to both the General Occupational Safety and Health Law (*Ley de Seguridad y Salud en el Trabajo*) approved by Law No. 29783, as amended by Law No. 30222, and the relevant regulations on safety and health applicable to mining activities approved by Supreme Decree No. 055-2010-EM, subsequently repealed and replaced by Supreme Decree No. 024-2016-EM and its amendments enacted pursuant to Supreme Decree No. 029-2016-EM, Supreme Decree No. 029-2016-EM, Supreme Decree No. 023-2017-EM and Supreme Decree No. 034-2023-EM.

The main principle of this law is that the employer assumes the economic, legal and any other type of liability arising from accidents or diseases suffered by the employee while working and guarantees the employee's health and safety in connection with the employee's work. This legislation entitles labor inspectors to inspect commercial facilities and, under certain circumstances, suspend operations. According to such laws and regulations, our main obligations in connection with occupational safety and health rules are: (i) to establish a safety and health committee which shall comprise the same number of employees and employer representatives and shall approve (A) an internal occupational safety and health code, (B) an occupational safety and health annual program, and (C) an occupational safety and health risk map, (ii) to implement and maintain a safety and health management system and its registries and related documentation updated, (iii) to deliver a copy of the internal occupational safety and health code to its employees, (iv) to supervise the employees' fulfillment of the internal occupational safety and health code, (v) to perform medical examinations prior, during and at the end of the employee's labor relationship with us, (vi) to provide employees the adequate protective equipment, (vii) to inform the labor authority regarding any deterioration in an employee's health, and (viii) to ensure the same safety and health standards apply to all members of our labor force regardless if the employee is directly employed or through an outsourcing company.

Emergency Decree No. 044-2019 amended Law No. 28806, General Labor Inspection Law and the Criminal Code to establish measures to strengthen the protection of the health and lives of workers in Peru, by amending Law No. 28806, the General Labor Inspection Law and the Criminal Code. This law included a new provision in the criminal code, which now establishes that a person who intentionally breaches safety and health provisions and is deemed to seriously jeopardize the life, health or physical integrity of such person's employees may be held criminally liable for such behavior and subject to mandatory sentencing of no less than one and no more than four years. If an employee or third-party dies or is severely injured because of willful non-compliance with occupational health and safety laws, such criminal offense would be punishable with mandatory imprisonment of no less than four and no more than eight years. These punishments would be applied to the legal representative of the employer.

The safety and health of our employees is our highest priority. Although we believe that we follow all safety and health regulations in all material respects, we have implemented adequate safety measures and work continuously to improve our occupational health and safety training and performance. We regularly monitor occupational health and safety performance and compliance through safety training programs, review and analysis of audit reports, accident reports, and other routine safety measures at our operating mines.

Under Peruvian law, reportable injuries include accidental injuries resulting in lost-time, fatal accidents, accidents that require medical treatment or restricted work, and hazardous incidents. Injuries involving first-aid only are not reportable as they are considered minor accidents. During 2023 we experienced 48 reportable injuries, including no fatal injuries, compared to 82 reportable injuries, including no fatal injuries in 2022. During 2024, we experienced a total of 58 reportable injuries, including 1 regrettable fatal injury for the first time in the last 3 years. During the nine-month period ended September 30, 2025, we experienced a total of 53 reportable injuries, with no fatal injuries.

Labor Regulations

Peruvian legislation allows the hiring of employees through: (i) a fixed-term contract, (ii) an indefinite-term contract; or (iii) a part-time employment contract. The minimum wage established in Peru as of the date of this offering memorandum is S/1,130.00 per month (US$330 approximately). Peruvian labor legislation establishes a maximum working day of 8 hours a day or 48 hours a week for employees over 18 years of age. Likewise, the application of cumulative or atypical days is allowed, as long as the average time worked is within the indicated maximum. Atypical or cumulative days comprise a cycle in which workdays are accumulated in a continuous work block and rest days are accumulated in another continuous block.

In the case of overtime work, employers must pay at least an additional 25% and an additional 35% over the regular hourly wage for the first two hours and for any additional hours, respectively. What is indicated applies to both ordinary days and atypical or cumulative days.

Outsourcing

According to Law No. 29245, complemented by Legislative Decree No. 1038 and the regulations enacted thereunder, outsourcing is a form of business organization under which a company (main company) delegates part of its main activities to one or more outsourcing companies. A "main activity" is an activity that, if not performed, would immediately affect and/or interrupt the operations of a company.

Under Peruvian law, companies may outsource their main activities *provided* that the following conditions are met: (i) the outsourcing company must provide services at its own cost and risk, (ii) the outsourcing company must have its own financial, technical or material resources, (iii) the outsourcing company must be responsible for the results of its activities, and (iv) the employees of the outsourcing company must be under its exclusive subordination. Failure to comply with any of the foregoing conditions renders the recognition of the employees as directly employed by the main company, and the latter liable for all employment benefits as if the employees had been directly employed by the main company.

The following elements characterize outsourcing activities: (i) the outsourcing company has more than one client, (ii) the outsourcing company has its own equipment and capital investment, and (iii) the compensation paid to the outsourcing company is calculated based on the services rendered by the company (not based on the salaries of the personnel assigned to the service).

Pursuant to regulations governing outsourcing relationships, the main company is jointly responsible for the payment of the main company employee's remunerations, labor benefits and social security contributions accrued during the term of the outsourcing relationship. Rights and benefits as a consequence of collective bargaining, labor agreements or those unilaterally set forth by the employer are excluded. The main company's joint responsibility applies for up to one year after the conclusion of the term of the outsourcing relationship.

Electricity Regulatory Framework

We hold a number of electricity concessions granted by MINEM or regional governments in order to conduct our power generation and transmission activities. As a result, we are subject to the following regulatory framework.

The Electricity Concessions Law, published in the Official Gazette, El Peruano, on November 19, 1992, is the primary law governing electricity activities in Peru. The regulations to this law were enacted by means of Supreme Decree No. 009-93-EM published in the Official Gazette, El Peruano, on February 25, 1993.

On July 23, 2006, the Peruvian government enacted the Law to Secure the Efficient Development of Power Generation (*Ley para Asegurar el Desarrollo Eficiente de la Generación Eléctrica*), approved by Law No. 28832, which approved important modifications to the regulatory framework set forth in the Electricity Concessions Law. Both laws have been supplemented by several regulations regarding quality conditions for energy provision, tariff calculation, environmental, water use, wastewater disposal, cultural heritage protection, and other applicable permits required to develop electricity activities. In 2025, Law No. 28832 was amended by Law No. 32249. The modifications included in this law will allow the separate sale of capacity and energy and would modify, among other aspects, the mechanism of public tenders applicable to distribution companies for the acquisition of capacity and energy. The

entry into force of the modifications to Law No. 28832 set forth in Law No. 32249 is subject to the approval of the applicable regulations, which is still pending as of the date of this offering memorandum.

According to the foregoing laws, the following electricity activities shall be carried out exclusively through (i) a definitive concession, in the case of hydroelectric plants and other type of plants that use renewable energy resources with installed power capacity higher than 500 kW, power transmission activities that affect state-owned property or require the imposition of easements, and power distribution with a demand of over 500 kW, or (ii) authorizations in the case of thermoelectric power generation with an installed capacity that exceeds 500 kW. Both concessions and authorizations are granted by MINEM or by regional governments (in case of plants with installed power capacity greater than 500 kW and less than 10 MW).

Also, in accordance with the Non-Regulated Users Rules (*Reglamento de Usuarios Libres*), approved by Supreme Decree No. 022-2009-EM, users are qualified according to their degree of power consumption. Electricity users that have power demands larger than 2.5 MW in each supply point per year are considered non-regulated users and therefore have the right to choose their energy supplier. Electricity users whose maximum annual demand from each supply point is greater than 0.2MW up to 2.5 MW have the right to choose their status as regulated or non-regulated users. Users with a demand up to 0.2 MW are considered regulated clients.

The Supervisory Agency of Investment in Energy and Mining (*Organismo Supervisor de la Inversión en Energía y Minería* - OSINERGMIN) is an independent entity that has the power and responsibility to, among other things: (i) supervise participants' compliance with their concession agreements, legal obligations and regulations, as well as with the technical rules relating to the generation, transmission, distribution and commercialization of power; (ii) administer fines and penalties in case of violations of laws and regulations; (iii) handle claims by, between or against consumers and/or the energy sector participants and (iv) promote competition, transparency and equity in the energy market.

The Peruvian government, through OSINERGMIN, regulates and supervises the tariff (Bus Bar Tariff) to be charged by the electricity distributors that provide the energy distribution public service (regulated users). Distributors are required to purchase their energy supply with generators and two different regimes may apply: (i) bilateral agreements with generators, and (ii) contracts resulting from public tenders, called by distributors, in which the contract price will be the one offered by each bidder, with the maximum price being the one set by OSINERGMIN for each tender process. However, in the case of energy supply required by distributors for their energy demand from non-regulated users, the electricity supply conditions shall be freely agreed with the generators.

Generation companies may sell electricity to distribution companies and non-regulated users. In the latter case, electricity prices (energy and power) are freely negotiable, but the tariffs and compensations for the use of the transmission networks and distribution networks, if applicable, are subject to the regulations issued by OSINERGMIN.

According to articles 36 and 105 of the Electricity Concessions Law, the government is entitled to terminate a definitive concession agreement in the case of certain events, including the following:

- If the concessionaire fails to communicate to the MINEM the registration of its concession agreement in public records within 20 business days from the date of registration.
- If the concessionaire breaches its works schedule unless it was a consequence of a force majeure event, qualified as such by the MINEM, or a new guaranteed works schedule is approved.
- If the concessionaire stops operating its facilities without cause for over 876 hours during a calendar year.
- If, the relevant generation or transmission concessionaire, after the imposition of fines, continues to operate its facilities without following the orders of the Economic Committee of the System (COES).
- If the MINEM unilaterally terminates the concession for reasons other than those expressly established in the Electricity Concessions Law.

Termination of a definitive concession is not automatic and requires the commencement of an administrative proceeding by the MINEM, followed by the issuance of a ministerial resolution by the MINEM.

According to article 69 of the regulations of the Electricity Concessions Law, the government is entitled to revoke the authorizations for the development of electricity activities in the case of certain events, including the following:

- For repeated violations related to the protection of the environment or of the nation's cultural heritage that has been officially declared as such at the time of executing the works.

- If the owner of a generation plant that is part of an interconnected system, after the imposition of the corresponding sanctions, fails to operate its facilities in accordance with the coordination rules of the Economic Committee of the System (COES).

- If the owner fails to execute the works and installations within the time limits established in the approved schedule, except in cases of force majeure, fortuitous events, or duly substantiated and approved technical-economic reasons. Such technical-economic reasons may only be invoked once and shall be approved when they are beyond the control of the owner and/or its economic group and constitute a direct cause of the non-compliance.

If the revocation of the authorization for the development of electricity activities compromises the public electricity service, the requirements and procedures established for the termination of a definitive concession must apply, insofar as they are relevant. Otherwise, a favorable report from the General Directorate of Electricity (DGE) of the MINEM or the regional government should be enough to revoke the authorization.

The revocation of the authorization for the development of electricity activities must be declared by the corresponding resolution, which must also order the execution of any guarantees that remain in force.

Holders of electricity concessions and authorizations must comply with several obligations, including the payment of a monthly contribution to OSINERGMIN, the DGE and OEFA, based on a percentage of their monthly billing net of value-added tax (18%). Such contribution shall be equal to the following percentages:

- DGE: 0.35%
- OSINERGMIN: 0.41% for 2026, 0.38% for 2027 and 0.35% for 2028
- OEFA: 0.12% for 2026, 0.11% for 2027 and 0.10% for 2028

According to the Framework Law on the Regulatory Agencies for Private Investment in Public Services (*Ley Marco de los Organismos Reguladores de la Inversión Privada en los Servicios Públicos*), approved by Law No. 27332, this contribution cannot exceed in aggregate to 1% of their annual billing net of value-added tax.

The environmental aspects of electricity activities are regulated by the General Directorate of Environmental Energy Affairs of the MINEM (*Dirección de Asuntos Ambientales Energéticos* or "DGAAE"), SENACE, MINAM, ANA, SERNANP, Ministry of Culture, among others. In addition, the OEFA is responsible for supervising the environmental aspects related to the electricity activities. Failure to comply with environmental obligations may result in the application of fines of up to 30,000 Tax Units (approximately US$47,965,116.28) and other ancillary measures.

Environmental regulations and requirements are set forth in the Regulations for Environmental Protection in Electricity Activities approved by Supreme Decree No. 014-2019-EM. Furthermore, in order to obtain a definitive electricity concession, the submission of an approved environmental management instrument by DGAAE, regional governments or SENACE is mandatory. SENACE is the entity in charge of reviewing and approving EIAsd for investment projects of national and multi-regional scope involving activities, construction and other commercial activities and services that are likely to cause significant environmental impacts. Other management environmental instruments (DIA and EIA) are approved by DGAAE and certain regional governments.

MANAGEMENT

Under our bylaws, the board of directors is in charge of our administration and of all matters that are not expressly reserved to the shareholders' meeting. The board of directors consists of seven members, all of them elected by the shareholders' meeting. The board of directors is elected for three-year periods, and directors may be reelected. The business address of the board of directors is Av. Manuel Olguin 373, Santiago de Surco Lima, Republic of Peru.

The required quorum for any board of directors meeting is the whole number of directors immediately exceeding half of its members. The resolutions shall be adopted by a majority of the directors in attendance. In case of a tie, the chairman has a casting vote. The board of directors has to meet at least monthly, and at any moment when requested by the chairman or by any director.

The following table sets forth certain information about the members of our board of directors.

Name	Position	Age	Year Appointed
Ricardo Nicolás Mallo Huergo	Chairman of the board	56	2024
Juan Verde Suarez	Vice chairman of the board	54	2024
Pilar Marcó	Director	42	2024
Marcelo Alejandro Rufino	Director	63	2024
Luis Fernando Herrera	Director	46	2023
José Enrique Juan Picasso Salinas	Director	72	1996
José Ignacio de Romaña Letts	Director	56	2026

Ricardo Nicolás Mallo Huergo: Director and Chairman of the Board of Directors since May 2024. He is currently member of the Board of Directors of Phoenix Global Resources Plc (Ticker: AIM: PGR) and has also served as member of the Boards of Directors of Ketsal S.A., Kilwer S.A., Integra Oil & Gas S.A.S., Grecoil S.A. and other local and foreign companies. Mr. Huergo is a lawyer, with a bachelors degree from Universidad Católica Argentina and an LL.M. degree (master of laws) with honors from Northwestern University School of Law, Chicago, United States.

Juan Verde Suarez: Vice Chairman of the Board since May 2024. Mr. Suarez is a member of President Biden's Presidential Advisory Council (President's Export Council), an advisory body to the White House on matters related to foreign trade and US competitiveness in international markets. In the private sector, Mr. Suarez has been a consultant to various prestigious companies and institutions, such as Google, Cisco, SAS, American Express, Banco Santander Investments US, Inter-American Development Bank, Harvard University and the World Bank. He is a member of the Board of Directors of Hispasat, the leading satellite communications operator in Spain, Portugal and Latin America, and a member of the Airbus Advisory Board. In the public sector, Mr. Suarez has worked with the governments of the United States, Lithuania and Gibraltar, as well as with numerous presidents, governors and mayors of Latin America. He holds a masters degree in public administration from Harvard University and a bachelor of arts degree cum laude in political science and international relations from Boston University. He has also completed additional studies at Georgetown University and Tufts University. In addition, Mr. Suarez has served on the boards of directors of companies and universities such as Harvard University, Abengoa and the International Board of Lithuania.

Pilar Marcó: Director since May 2024. Ms. Marcó has worked at Beretta Godoy, Bruchou, Fernandez Madero & Lombardi and Ministerio de Relaciones Exteriores de la Nación, all of them in Buenos Aires and has been an intern in Shearman & Sterling LLP, in Paris. Pilar is a lawyer from Universidad de Buenos Aires and obtained an LL.M. (master of laws) in 2012 from University of Virginia School of Law, United States.

Marcelo Alejandro Rufino: Director since May 2024. Mr. Rufino served as a first instance secretary in the commercial court, partner at Llerena & Asociados Abogados, and is currently a partner at Estudio Jurídico Romero Carranza, Rufino & Monsegur. He was a member of the commission for the reform of the Argentinian Civil and Commercial Code of the Nation created in 2019 and is an arbitrator of the Electronic Open Market. He is also a professor of Commercial Law at the University of Buenos Aires and the University of Palermo. He specializes in corporate debt restructuring, acquisitions, and structuring of investment vehicles, representing companies, high-net-worth families and entrepreneurs in local and international transactions. Mr. Rufino is a lawyer from the University

of Buenos Aires and has taken postgraduate studies such as the Program of Instruction for Lawyers and Negotiation Workshop at Harvard Law School.

Luis Fernando Herrera: Director since October 2023 and Chief Executive Officer since November 2023. Mr. Herrera was Zinc South America Asset Manager at Glencore having joined the group in June 2010. He has held the position of vice president of business development at the mining company Sinchi Wayra (a former subsidiary of the Glencore Group) in the city of La Paz, Bolivia for the period from 2015 to 2020 and has previously been part of the trading team at the Glencore offices in Baar, Switzerland. He is a director of Perubar S.A. since March 2020. Mr. Herrera is a Business Administrator from the Universidad de San Andrés in Argentina and holds an MBA degree from Dartmouth College (Tuck) in the United States of America.

José Enrique Juan Picasso Salinas: Director since March 1996, and member of the Executive Committee from March 1996 to November 2023. Previously, Mr. Picasso has been the Vice Chairman of the Board of Directors, and from April 2010 to September 2023, the Chairman of the Board of Directors and the Executive Committee. Mr. Picasso is also Chairman of the Board of Reactivos Nacionales S.A., Vice Chairman of the Board of Directors of Compañía Minera Poderosa S.A. and Cosco Shipping Ports Chancay Perú S.A., a Director of Bodegas Vista Alegre S.A., Compañía Minera Chungar, the Sociedad Nacional de Minería, Petróleo y Energía – SNMPE and Cemento Polpaico S.A. (Chile), and a member of the Chilean-Peruvian Business Council (CEChP). Previously, he was Vice Chairman of the Board of Embotelladora Latinoamericana S.A.A. (Coca-Cola) and Director of Compañía Minera Atacocha S.A., EXSA, S.A., Castrovirreyna Compañía Minera S.A., Compañía Molinera del Perú S.A., Compañía de Seguros La Fénix Peruana S.A., Bolsa de Valores de Lima S.A. and Acción Comunitaria-ACP.

José Ignacio de Romaña Letts. Director since June 2026, Mr. De Romaña Letts also previously served as one of our directors from 1993 to 2025, Vice Chairman of the Board of Directors from September 2014 until September 2023, and a member of the Executive Committee until April 2025. He worked at the assistant commercial manager's officer of Compañía De Minas Buenaventura from 1992 until 1999, was in charge of our Commercial Management Office from 2000 to 2010, and served as a director of Castrovirreyna Compañía Minera S.A. from 2002 to 2012. Mr. De Romaña Letts holds a bachelor's degree in business administration from the Universidad del Pacífico.

Executive Officers

The following table sets forth certain information about our executive officers.

Name	Position	Age	Year Appointed
Luis Fernando Herrera	Chief Executive Officer	46	2023
Ricardo Alberto Romero	Executive Vice President	54	2024
Miguel Sanchez Valdez	Deputy General Manager	45	2025
Aldo de la Cruz Peceros	Vice President of Operations	55	2018
Jorge Leoncio Murillo Núñez	Chief Financial Officer	54	2013

Luis Fernando Herrera: Director since October 2023 and Chief Executive Officer since November 2023, with over 15 years of mining sector experience. Mr. Herrera was Zinc South America Asset Manager at Glencore having joined the group in June 2010. He has held the position of vice president of business development at the mining company Sinchi Wayra (a former subsidiary of the Glencore Group) in the city of La Paz, Bolivia for the period from 2015 to 2020 and has previously been part of the trading team at the Glencore offices in Baar, Switzerland. He is director of Perubar S.A. since March 2020. Mr. Herrera is a Business Administrator from the Universidad de San Andrés in Argentina and an MBA from Dartmouth College (Tuck) in the United States of America.

Ricardo Alberto Romero: With over 25 years of corporate experience, Mr. Romero previously served as CFO of Compañía Minera Aguilar, Group CFO & General Manager at Interoil Norway, CFO of Tenute del Mondo Holding (Wine Division of SPI Group), CFO & Estate Director at Achaval Ferrer S.A., and Financial Manager at Supercanal S.A. He is a Certified Public Accountant from the National University of Cuyo – Mendoza, holds an MBA from the Catholic University of Córdoba – Mendoza, completed the Executive Finance Program at IAE Business School – Buenos Aires, and earned a Specialization in Managerial Development (PDG) from the McKenna School of

Business – Saint Vincent College / ADEN – Mendoza. He also holds a certificate from the C-level Global Program at the Wharton School of the University of Pennsylvania.

Miguel Sanchez Valdez: Deputy General Manager since January 2025, with over 20 years of mining sector experience. Mr. Sanchez is an experienced executive in the mining industry. He recently served as General Manager of the mining companies Lincuna and Norcobre, and previously was Operations Manager at El Roble Mine of Atico Mining Corporation in Colombia, as well as Project Manager at the Azulcocha and Esquilache mines of Vena Resources. He is currently a professor in the Master's program in Mining Operations Management at Universidad Peruana de Ciencias Aplicadas (UPC). Mr. Sanchez is a Mining Engineer from Pontificia Universidad Católica del Perú and holds an MBA from INCAE in Costa Rica and Universidad Adolfo Ibáñez in Chile.

Aldo de la Cruz Peceros: Vice President of Operations since January 2018, with over 20 years of mining sector experience. Previously, Mr. Peceros worked as vice president of operations of Mina Sinchy Wayra Glencore Zinc between October 2015 and December 2017. He was also Senior Technical Advisor at Glencore Zinc South America between August 2012 and October 2015. Moreover, he was chief operating officer of Mopani Copper Mines Plc Zambia de Glencore Copper between April 2010 and June 2012 and Senior Technical Advisor at Glencore Copper between November 2009 and March 2010. Between 2003 and 2009 he worked in several positions at Glencore, as chief executive officer at Kamoto Underground Mine Congo DRC and Mufulira Mine Zambia and Project Managet at Nkana Mine, Mopani Copper Mines Plc Zambia. From 1999 until 2003 he worked as Mining Manager at Mina Yauliyacu in Peru. Mr. de la Cruz holds a degree in mining engineering from the Universidad de Ingenieria and a master's degree in mining management from GERENS. He also holds a bachelor's degree from the Universidad del Pacifico.

Jorge Leoncio Murillo Núñez: Chief Financial Officer since December 2013, with over 20 years of mining sector experience. Previously, Mr. Núñez worked as Financial Planning Manager from January 2011 until December 2013. Moreover, he has also worked as a consultant at KPMG Consulting, finance controller of Peru and Colombia at Bearing Point, as Assistant Corporate Manager at Grupo Gloria and as Budget Manager at Hochschild Mining Plc. Mr. Murillo holds a degree in industrial engineering and one in finance from the Pontificia Universidad Católica de Perú, as well as an MBA from ESAN.

Compensation

Compensation of our directors is set according to our bylaws and the regulations approved by the board of directors of the Company. The Board of Directors is entitled to receive a remuneration equivalent to 3% of the profits before taxes for the respective fiscal year.

PRINCIPAL SHAREHOLDERS AND DESCRIPTION OF SHARE CAPITAL

Our capital stock as of March 31, 2026 was represented by two classes of shares: (i) 1,633,414,553 Class A voting shares, representing 40.07% of our capital stock, and (ii) 2,443,157,622 Class B non-voting shares, representing 59.93% of our capital stock. See "*—Our Share Capital*." Both classes of shares are listed on the Lima Stock Exchange and the Santiago Stock Exchange, and Class B shares are also listed on the Latibex segment of the Madrid Stock Exchange.

The following table sets forth certain information as of March 31, 2026, with respect to the ownership of our share capital by each shareholder and group of affiliated shareholders known to us who own more than 5% of our capital stock:

	As of March 31, 2026			
Shareholders	**Class A Shares**	**Class B Shares**	**Total Shares**	**% of Total Share Capital**
Transition Metals[(1)]	898,832,275	158,204,433	1,057,036,708	25.93%
Funds managed by Latin American Equity[(2)]	-	348,212,368	348,212,368	8.54%
La Fiduciaria Fid. Acciones Grupo Volcan[(3)]	182,994,435	12,234,901	195,229,336	4.79%
De Romaña Letts Jose Ignacio	168,863,329	7,583,904	176,447,233	4.33%
Letts Colmenares De Romaña Irene Florencia	161,732,092	13,611,617	175,343,709	4.30%
Funds managed by AFP Habitat[(4)]	-	165,871,532	165,871,532	4.07%
Funds managed by AFP Integra[(5)]	1,000	115,290,346	115,291,346	2.83%
Funds managed by Prima AFP[(6)]	588	61,431,402	61,431,990	1.51%
Shares held by subsidiaries[(7)]	23,748,628	-	23,748,628	0.58%
Other shareholders	197,242,206	1,560,717,119	1,757,959,325	43.12%

(1) Transition Metals owns 55.03% of our Class A shares and 6.48% of our Class B shares representing 25.93% of our capital stock. See "*Risk Factors—Risks Relating to Our Business— Transition Metals exercises control over our affairs and policies and its interests may be different from yours*."

(2) Latin American Equity is a private pension administrator.

(3) La Fiduciaria Fid. Acciones Grupo Volcan is a Peruvian trust.

(4) AFP Habitat is a Peruvian private pension fund administrator.

(5) AFP Integra is a Peruvian private pension fund administrator.

(6) Prima AFP is a Peruvian private pension fund administrator.

(7) Shares owned by Compañía Minera Chungar.

Our Share Capital

Our shares are divided in two classes: Class A shares and Class B shares. Class A shares are entitled to vote, while Class B shares have no voting rights (except in exceptional cases) but are entitled to preferential rights in connection with dividend distributions.

Holders of Class A shares are entitled to one vote per share, with the exception of the election of the board of directors, where each holder is entitled to one vote per share per nominee. Each holder's votes may be cast for a single nominee or distributed among the nominees at the holder's discretion.

Holders of Class B shares have a preferential right in connection with the distribution of dividends. Accordingly, Class B holders are entitled to receive an additional 5% over the applicable dividend paid to Class A holders. In addition, Class B holders are not entitled to attend shareholders meetings or to exercise voting rights therein, except in the following cases:

- when a shareholders meeting discusses any of the following matters: (i) capital reduction, (ii) merger, spin-off, transformation, dissolution or liquidation, (iii) changes on our domicile to any country other than Peru, (iv) bylaws' amendments related to our principal corporate purpose or the duration of our existence;

- when we fail to comply with the preferential cash dividend applicable to holders of Class B shares and only while such non-compliance continues, or when we intend to modify or exclude any right to which the Class B holders are entitled to; and

- when a suspension or exclusion of our shares from the Lima Stock Exchange occurs and is attributable to us and only while such situation continues.

In any of the foregoing cases, holders of Class B shares are entitled to attend the relevant shareholders meeting and to exercise one vote per share. In these cases, all Class B shares are counted for quorum purposes.

Shareholders' meetings consist of annual mandatory meetings or general meetings. The annual mandatory meeting has to take place within the first 90 days of each year, and has to treat the following matters: (i) approval or disapproval of the management, accounts and balance sheet of the foregoing year; (ii) decide on the allocation of profits; (iii) appoint the members of the board and determine their compensation; (iv) appoint, or delegate on the board of directors the appointment of, the external auditors; and (v) resolve on other aspects to which it is entitled to by virtue of the bylaws and/or applicable laws.

The general meetings have to treat following matters: (i) issuance of bonds or other debt instruments; (ii) amendments and interpretation of the bylaws; (iii) capital increases or reductions; (iv) transfer of all or of a substantial part of our assets; (v) merger, spin-off, transformation, reorganization, dissolution and liquidation; (vi) removal of the members of the board of directors and appointment of new members; (vii) order special investigations and audits; and (viii) cases for which the bylaws or the law provide for its intervention or the corporate interest requires. In order to adopt the agreements mentioned in (i) through (v), the required quorum and majorities are higher than those needed for the adoption of other resolutions.

Primary Shareholder

As of March 31, 2026, Integra Business, through Transition Metals, owned 55.03% of our Class A voting shares and 6.48% of our Class B non-voting common shares, which represent 25.93% of our total capital stock. Integra Business is a financial and investment firm that has invested in a diversified portfolio in Argentina and overseas. Its investments portfolio includes Education, Energy, Media and Telecommunications, Mining, Technology, Food, Beverages and Wines. In mining, its investment focus is on the exploration of lithium deposits and also uranium and copper.

RELATED PARTY TRANSACTIONS

In the ordinary course of business, we engage in a variety of transactions with subsidiaries, affiliates and related parties, including loan agreements and agreements relating to the sale of our products, sale of goods, management services, ore processing services, mineral and concentrate storage services and provision of labor.

Peruvian law imposes certain restrictions and limitations on transactions with related parties. For instance, from a tax standpoint, related-party transactions are subject to Peruvian transfer pricing rules. Under those rules, if the value agreed to by the parties differs from the market value determined under the applicable transfer pricing rules, the tax consequences of the transaction may be determined by reference to the price or consideration that would have been agreed to by independent parties in comparable transactions under the same or similar circumstances, or through any other transfer pricing method permitted under Peruvian law.

Similarly, as a company with at least one class of securities registered in the Public Registry of the Securities Market (*Registro Público del Mercado de Valores*) of the SMV, we are subject to Article 51(c) of the Peruvian Securities Market Law and its regulations approved by SMV Resolution N° 029-2018-SMV/01, as amended. Accordingly, we are required to comply with, among others, the following rules:

- Transactions involving at least 5% of the issuer's assets which involve individuals or legal entities related to its directors, managers or shareholders that directly or indirectly represent more than 10% of the issuer's share capital require the prior approval of the board of directors, without the participation of the director that has the relevant relationship (if any); and

- Transactions in which the issuer's controlling shareholder also controls the legal entity acting as counterparty to the relevant act or agreement which was subject to prior board approval must have their terms reviewed by an entity external to the issuer. Such external entity may be an audit firm or any other legal entity determined by the SMV through general regulations, and such external entity must, among other requirements, not be related to the parties involved in the transaction or to their directors, managers or shareholders holding at least 10% of their share capital.

Such regulations also provide that if it is not possible for a company's board of directors to decide on the execution of the agreement, it must be approved by such company's general shareholders' meeting.

Transition Metals

Transition Metals, a subsidiary of the Argentinian investment vehicle Integra Business, owns 55.03% of our Class A voting shares and 6.48% of our Class B non-voting common shares (which together represent 25.93% of our total capital stock), granting Transition Metals control over the Company, and, as such, is a related party and has the ability to determine the outcome of substantially all matters submitted for a vote to our shareholders and thus exercised control over our business policies and affairs. On July 25, 2025, the Company executed a Senior Management Consulting and Advisory Services Agreement with Transition Metals, related to consulting and advisory services to be provided by such entity to the Company and its subsidiaries. Such agreement was made in conformity with applicable legislation and SMV rules, on substantially prevailing market terms and at an arm's-length basis.

Glencore

Prior to the sale of our shares to Transition Metals on May 8, 2024, Glencore (through its subsidiary Glencore International and other entities of its economic group owned 55.03% of our Class A shares and 0.02% of our Class B shares, according to Glencore's public information. At the time, Glencore then indirectly owned approximately 22.06% of our capital stock. Up to the time of the sale of its shares, Glencore was a related party and had the ability to determine the outcome of substantially all matters submitted for a vote to our shareholders and thus exercised control over our business policies and affairs. Glencore purchased our products during the years ended December 31, 2024 and December 31, 2025, through private auctions which apply tender processes and we currently have agreements for the sale of our products with two Glencore affiliates (Glencore Peru S.A.C. and Glencore Lima Trading S.A.C.). Our sales to Glencore have always been made in conformity with applicable legislation, SMV rules, on substantially prevailing market terms and on an arm's-length basis in order to avoid favoring our previous controlling shareholder.

DESCRIPTION OF NOTES

We have issued the US$220,000,000 8.500% Senior Secured Notes due 2032 offered hereby (the "Additional Notes"), as additional notes pursuant to the indenture dated as of October 29, 2025 (the "Indenture"), entered into by and among us, the Subsidiary Guarantors and The Bank of New York Mellon, as trustee (the "Trustee"), pursuant to which we previously issued U.S.$750,000,000 aggregate principal amount of 8.500% Senior Secured Notes due 2032 on October 29, 2025 (the "Initial Notes" and, together with the Additional Notes, the "Notes"). The following description is a summary of the material terms of the Notes Documents. It does not, however, purport to restate, and is qualified in its entirety by reference to, the provisions of the Indenture, the Notes, the Subsidiary Guarantees and the Collateral Documents, and, where reference is made to particular provisions of the Notes Documents, such provisions, including the definitions of certain terms, are qualified in their entirety by reference to all of the provisions of the Indenture, the Notes, the Subsidiary Guarantees and the Collateral Documents, as applicable. You should read the Notes Documents because they contain additional information and because such documents and not this description defines your rights as a Holder. Copies of the proposed forms of the Notes Documents may be requested from the Company at the address indicated under "Business" in the offering memorandum. You can find the definition of capitalized terms used in this section under "— Certain Definitions.

You can find the definition of capitalized terms used in this section of this offering memorandum under "— Certain Definitions." In this section, when we refer to:

- *the "Company," we mean Volcan Compañía Minera S.A.A., and not its Subsidiaries; and*
- *the "Notes" in this section, we mean the Additional Notes and, unless the context otherwise requires, the Initial Notes and any additional Notes, as described below under "— Further Issues*."

General

The Notes will:

- be senior obligations of the Company;
- be secured by first-priority Liens on the Collateral, which Collateral also secures the Existing 2030 Notes and shall secure any future Additional First Lien Debt on a *pari passu* basis, subject to the terms of the Collateral Documents and to any Permitted Collateral Liens or Rights over Collateral;
- be unconditionally Guaranteed by each Subsidiary Guarantor with such Subsidiary Guarantee ranking equal in right of payment with all other existing and future Senior Indebtedness of such Subsidiary Guarantor, as further described under "—Subsidiary Guarantees";
- rank *pari passu* in right of payment with any existing and future Senior Indebtedness of the Company (including the Existing 2030 Notes and any additional Notes);
- rank senior in right of payment to all existing and future Subordinated Indebtedness of the Company, if any;
- be effectively senior to all other existing and future Senior Indebtedness of the Company that is unsecured, or that is secured by junior Liens on the Collateral or Liens that are not on the Collateral, in each case to the extent of the value of the Collateral;
- be effectively subordinated to (i) the extent of the value of the assets securing (x) all existing and future secured Indebtedness of the Company to the extent such security interest does not also secure the Notes and (y) all existing and future secured Indebtedness of the Subsidiary Guarantors to the extent such security interest does not also secure the Subsidiary Guarantees (including the Existing 2030 Notes) and (ii) all additional existing and future Indebtedness of any Subsidiary that does not provide a Subsidiary Guarantee; and
- be subordinated to obligations of the Company or the Subsidiary Guarantors preferred by statute or by operation of law.

As of March 31, 2026, after excluding intercompany balances and intercompany guarantees, we and the Subsidiary Guarantors had US$809.2 million of outstanding consolidated indebtedness, of which US$785.3 million was secured indebtedness.

The Company has previously issued U.S.$750,000,000 aggregate principal amount of 8.500% Senior Secured Notes due 2032, which are referred to herein as the Initial Notes. The Additional Notes and the Initial Notes form a single series of securities and vote as one class for all purposes under the Indenture.

The Additional Notes sold in reliance on Regulation S will have temporary CUSIP and ISIN numbers during a 40-day distribution compliance period commencing on their date of issuance. After such 40-day distribution compliance period, the Additional Notes sold in reliance on Regulation S will have the same CUSIP and ISIN numbers as, and will be fungible with, the Initial Notes sold in reliance on Regulation S. The Additional Notes sold in reliance on Rule 144A have, commencing on their date of issuance, the same CUSIP and ISIN numbers as, and are fungible with, the Initial Notes offered and sold in reliance on Rule 144A. See "*General Information*."

The Company issued US$220,000,000 aggregate principal amount of Notes, as additional notes under the Indenture, and may, subject to the limitations set forth under *"—Covenants—Limitation on Incurrence of Additional Indebtedness*," further issue an unlimited principal amount of securities under the Indenture.

The Notes have been issued in the form of one or more global securities (the "Global Notes") without coupons registered in the name of a nominee of DTC, as depositary. The Notes have been issued in minimum denominations of US$2,000 and integral multiples of US$1,000 in excess thereof. See "*Book-Entry, Delivery and Form*" in this offering memorandum. No service charge will be made for any registration of transfer or exchange of Notes, but the Trustee may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith.

Principal, Maturity and Interest

The Notes will mature on October 28, 2032 (the "Maturity Date"), unless earlier redeemed in accordance with the terms of the Notes. See "*—Optional Redemption*." On the Maturity Date, the Company will repay 100.000% of the principal amount of the Notes.

Interest on the Additional Notes will accrue at the rate of 8.500% per year and will be payable semi-annually in arrears on April 28 and October 28 of each year, commencing on October 28, 2026. Interest on the Additional Notes will accrue from and including April 28, 2026 and thereafter from the most recent date to which interest has been paid.

Payments will be made to the persons who are registered Holders at the close of business on April 26 and October 26, as the case may be, immediately preceding the applicable interest payment date (whether or not a Business Day).

Interest on the Additional Notes will accrue from the most recent date to which interest has been paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Trustee acts as registrar, transfer agent and paying agent under the Indenture. The Company may change the registrar, transfer agent and paying agent without notice to Holders. If a Holder of a non-Global Note in an aggregate principal amount of at least US$1,000,000 has given wire transfer instructions to the Company and the Trustee, the Trustee, as paying agent, will remit all principal, premium, if any, and interest payments in respect of those Notes received from the Company in accordance with those instructions. All other payments on the non-Global Notes will be made at the office or agency of the paying agent in New York City unless the Company elects to make interest payments by check mailed to the registered Holders at their registered addresses. Payments on Global Notes shall be made to DTC in accordance with its applicable procedures.

Further Issues

Subject to the limitations set forth under "*Covenants—Limitation on Incurrence of Additional Indebtedness*" and "*Covenants—Limitation on Liens*," the Company may, without your consent, issue additional Notes in one or more transactions, which have substantially identical terms (other than issue price, issue date and initial interest payment date) as the Initial Notes and Additional Notes.

Any such additional Notes will be consolidated and form a single class with the Initial Notes and Additional Notes, so that, among other things, Holders of any such additional Notes will have the right to vote together with Holders of the Initial Notes and Additional Notes as one class. Unless such additional Notes are fungible with the Initial Notes and Additional Notes for U.S. federal income tax purposes, such additional Notes shall be issued with a separate CUSIP number.

Subsidiary Guarantees

General

Each Subsidiary Guarantor will unconditionally Guarantee the performance of all obligations of the Company under the Indenture and the Notes on a senior basis (subject to certain limitations as further described below).

The Guarantee of each Subsidiary Guarantor will be a general senior secured obligation of such Subsidiary Guarantor, will be *pari passu* in right of payment with all existing and future Indebtedness of such Subsidiary Guarantor (including the Existing 2030 Notes) that is not subordinated, will be senior in right of payment to any future Subordinated Indebtedness of such Subsidiary Guarantor, will be effectively senior to all other existing and future Indebtedness of such Subsidiary Guarantor that is unsecured or that is secured by junior Liens, in each case to the extent of the value of the Collateral, will be effectively subordinated to all existing and future secured Indebtedness of such Subsidiary Guarantor to the extent of such security interest that does not also secure such Subsidiary Guarantee of such Subsidiary Guarantor (including the Existing 2030 Notes), and will be subordinated to obligations of each Subsidiary Guarantors preferred by statute or by operation of law.

The Subsidiary Guarantors are initially Compañía Minera Chungar S.A.C. ("Compañía Minera Chungar"), Empresa Administradora Cerro S.A.C. ("Empresa Administradora Cerro"), Empresa Minera Paragsha S.A.C. ("Empresa Minera Paragsha"), Compañía Industrial Limitada de Huacho S.A. ("Compañía Industrial Huacho"), Roquel Global S.A.C. ("Roquel Global") and Compañía Hidroeléctrica Tingo S.A. ("Compañía Hidroeléctrica Tingo"), subject to any permitted future release, as described in "—*Release of Subsidiary Guarantees*" below. The Subsidiary Guarantors share our same business address, Av. Manuel Olgiun 373, Santiago de Surco, Lima, Republic of Peru. For the three months ended March 31, 2026, the combined revenues of the Company and the Subsidiary Guarantors were US$361.3 million, representing 100% of the Company's consolidated revenues. As of March 31, 2026, the combined assets of the Company and the Subsidiary Guarantors were US$2,252.1 million, representing 100% of the Company's consolidated assets.

In the event of a bankruptcy, liquidation or reorganization of the Company's Subsidiaries that are not the Subsidiary Guarantors, such Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to the Company. In addition, any holders of minority equity interests in Subsidiaries may receive distributions prior to or *pro rata* with the Company or the Subsidiary Guarantors depending on the terms of the equity interests in such Subsidiaries.

The Company's Subsidiaries that are not Subsidiary Guarantors represented none of the Company's consolidated revenues as at March 31, 2026, and none of the Company's consolidated revenues for the three-month period ended March 31, 2026.

The Indenture requires any Restricted Subsidiary that Guarantees Indebtedness of the Company or any Subsidiary Guarantor to provide a Subsidiary Guarantee. Please see "—*Future Subsidiary Guarantees*" below.

Each Subsidiary Guarantee of a Subsidiary Guarantor will be limited to the maximum amount that would not render such Subsidiary Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of applicable law or under similar laws affecting the rights of creditors generally. By virtue of this limitation, a Subsidiary Guarantor's obligation under its Subsidiary Guarantee could be significantly less than amounts payable with respect to the Notes, or a Subsidiary Guarantor may have effectively no obligation under its Subsidiary Guarantee. See "*Risk Factors—Risks Relating to the Notes and the Guarantees—It is possible that the guarantees may not be enforceable in the event of insolvency or bankruptcy or may be limited as to enforcement*."

We cannot assure you that this limitation will protect the Subsidiary Guarantees from fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the Subsidiary Guarantees would suffice, if necessary, to pay the Notes in full when due.

Future Subsidiary Guarantees

If, on or after the Issue Date, (i) the Company or any Restricted Subsidiary acquires or creates a Wholly-Owned Significant Subsidiary, or (ii) the Company determines in good faith (after making an assessment on June 30 and December 31 of each fiscal year) that any Non-Guarantor Restricted Subsidiary has become a Significant Subsidiary based on the most recent consolidated financial statements of the Company provided to the Trustee pursuant to "—Covenants—Reports to Holders" (or required to be provided thereunder), then that newly

acquired or created Wholly-Owned Significant Subsidiary, or the Non-Guarantor Restricted Subsidiary that the Company has determined in good faith that it has become a Significant Subsidiary, as applicable, must become a Subsidiary Guarantor and execute a supplemental indenture providing for its Subsidiary Guarantee and deliver an Opinion of Counsel and Officer's Certificate to the Trustee within thirty (30) days from such acquisition, creation or determination; provided that (x) such Significant Subsidiary's Subsidiary Guarantee will be limited to the maximum amount that would not result in a breach or violation by such Significant Subsidiary of any provision of any agreement to which it is party existing at the time of such acquisition or creation or becoming a Significant Subsidiary, as applicable; provided, further, that such provision was not adopted in connection with, or in contemplation of, such acquisition or creation or such Non-Guarantor Restricted Subsidiary becoming a Significant Subsidiary or to avoid guaranteeing the Notes or the Indenture, and (y) such Significant Subsidiary shall not be required to execute any such supplemental indenture if the execution or enforcement of such supplemental indenture and the resultant Subsidiary Guarantee thereunder is prohibited by, or in violation of, any applicable law to which such Significant Subsidiary is subject and the Company has delivered to the Trustee an Opinion of Counsel to that effect. Notwithstanding the foregoing, if at the time of such acquisition, creation or determination, as applicable, such Significant Subsidiary has no Indebtedness, such Significant Subsidiary shall not be required to become a Subsidiary Guarantor or provide a Subsidiary Guarantee; provided that if at any time thereafter, such Significant Subsidiary Incurs any Indebtedness, at the time of such Incurrence such Significant Subsidiary must become a Subsidiary Guarantor and execute a supplemental indenture providing for its Subsidiary Guarantee and deliver an Opinion of Counsel and Officer's Certificate to the Trustee in accordance with the preceding sentence, subject to the provisos (x) and (y) therein. In case the Company or any Restricted Subsidiary acquires or creates a Significant Subsidiary that is not Wholly-Owned by the Company and any Restricted Subsidiary as permitted by the terms of the Indenture, the Company's and/or the relevant Restricted Subsidiary's interest in such newly created or acquired Significant Subsidiary shall be included promptly in the Equity Interests Trust Agreement (as defined below), subject to the perfection terms and conditions therein, to the extent such Significant Subsidiary is subject to Peruvian law, or in case such Significant Subsidiary is not subject to Peruvian law, a first ranking security interest (subject to Permitted Collateral Liens or Rights over Collateral) shall be constituted over the Restricted Subsidiary's interests of the Significant Subsidiary under the laws of the place of its incorporation and become part of the Collateral and the Company or the relevant Restricted Subsidiary will deliver to the Trustee an Opinion of Counsel and Officer's Certificate. A Significant Subsidiary designated by the Company as an Unrestricted Subsidiary shall not be required to become a Subsidiary Guarantor. See "*—Covenants—Limitation on Designation of Unrestricted Subsidiaries*."

The Company will not permit any Restricted Subsidiary, directly or indirectly, to Guarantee any Indebtedness of the Company or any Subsidiary Guarantor unless such Restricted Subsidiary (a) is a Subsidiary Guarantor or (b) becomes a Subsidiary Guarantor within ten (10) days of such Guarantee and executes and delivers to the Trustee an Opinion of Counsel, an Officer's Certificate and a supplemental indenture providing for its Subsidiary Guarantee, which Subsidiary Guarantee will rank senior in right of payment to or equally in right of payment with such Subsidiary's Guarantee of such other Indebtedness.

At any time after the Issue Date, the Company may designate a Subsidiary Guarantor as a Non-Guarantor Restricted Subsidiary if (A) no Default or Event of Default has occurred and is continuing at the time of or after giving effect to such Non-Guarantor Designation; (B) the Company determines in good faith, at the time of such Non-Guarantor Designation, that such Subsidiary Guarantor is not a Significant Subsidiary based on the most recent consolidated financial statements of the Company provided to the Trustee pursuant to "—Covenants—Reports to Holders" (or required to be provided thereunder); and (C) after giving effect to such Non-Guarantor Designation, (i) the total assets of all Non-Guarantor Restricted Subsidiaries (measured on a combined basis) as of the last day of the relevant fiscal quarter is less than 15.0% of the Company's consolidated total assets, and (ii) the total Adjusted EBITDA of all Non-Guarantor Restricted Subsidiaries (measured on a combined basis) for the relevant fiscal quarter is less than 15.0% of the Company's consolidated Adjusted EBITDA, in each of (C)(i) and (C)(ii) on a pro forma basis to give effect to any acquisition or disposition of companies, divisions, lines of businesses, assets or operations by the Company and its Restricted Subsidiaries subsequent to the last day of the relevant fiscal quarter and on or prior to the date of such Non-Guarantor Designation. See "*—Covenants—Limitation on Designation of Non-Guarantor Restricted Subsidiaries*."

Release of Subsidiary Guarantees

The Subsidiary Guarantee of a Subsidiary Guarantor will be automatically and unconditionally released (and thereupon shall terminate and be discharged and be of no further force and effect) upon:

- a sale or other disposition of Capital Stock (including by way of consolidation or merger) of the Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of the Subsidiary Guarantor (other than to the Company or a Restricted Subsidiary), in each case if such sale or disposition is otherwise permitted by the Indenture;
- in connection with the merger, transfer of all or substantially all assets or consolidation of a Subsidiary Guarantor with the Company or, in the case of any Subsidiary Guarantor, any other Subsidiary Guarantor in accordance with the Indenture;
- the designation in accordance with the Indenture of the Subsidiary Guarantor as an Unrestricted Subsidiary or the Subsidiary Guarantor otherwise ceases to be a Restricted Subsidiary in accordance with the Indenture;
- the designation in accordance with the Indenture of the Subsidiary Guarantor as a Non-Guarantor Restricted Subsidiary;
- defeasance or discharge of the Notes, as provided in "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge;"
- solely in the case of a Subsidiary Guarantee created pursuant to the second paragraph of the covenant described under "—Future Subsidiary Guarantees," upon the release or discharge of the Guarantee that resulted in the creation of such Subsidiary Guarantee pursuant to that covenant, except a discharge or release by or as a result of payment under such Guarantee;
- solely in the case of a Subsidiary (other than Compañía Minera Chungar and Empresa Administradora Cerro) that is contributed to a Permitted Joint Venture for Fair Market Value, as permitted by the terms of the Indenture and Collateral Documents, upon the delivery to the Trustee by the Company of an Opinion of Counsel and Officer's Certificate notifying the Trustee of such contribution, *provided* that upon the formation of any such venture entity, the Company's or the Subsidiary Guarantors' Equity Interests in the relevant Permitted Joint Venture are simultaneously pledged and perfected thereafter, subject to the terms herein, on a first-priority basis (subject to Permitted Collateral Liens or Rights over Collateral) or assigned in trust as Collateral under the Equity Interests Trust Agreement;
- upon the final liquidation or dissolution of such Subsidiary Guarantor; provided that no Default or Event of Default occurs as a result thereof or has occurred or is continuing; or
- payment in full of the aggregate principal amount of all Notes then outstanding and all other obligations under the Indenture and the Notes then due and owing;

provided that in the case of each of clauses (1) through (8) above, it is a condition to such release that any Guarantee by such Subsidiary Guarantor of any other Secured Obligations be released substantially concurrently with the release of such Subsidiary Guarantee.

Upon any occurrence giving rise to a release of a Subsidiary Guarantee as specified above, the Trustee, upon receipt of an Officer's Certificate from the Company and an Opinion of Counsel each stating that all conditions precedent to such release have been satisfied, will execute any documents reasonably required by the Company in order to evidence or effect such release, discharge and termination in respect of such Subsidiary Guarantee. None of the Company, any Subsidiary Guarantor or the Trustee will be required to make a notation on the Notes to reflect any Subsidiary Guarantee or any such release, termination or discharge.

Subsidiaries

Restricted Subsidiaries

As of the New Issue Date, all of the Company's Subsidiaries will be "Restricted Subsidiaries", except for Minera Aurífera Toruna S.A.C. ("Toruna") and Empresa Explotadora de Vinchos Ltda. S.A.C. ("Vinchos").

Unrestricted Subsidiaries

Under the circumstances described below under the caption "*Covenants– Limitation on Designation of Unrestricted Subsidiaries*," the Company will be permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." If so designated, the Company's Unrestricted Subsidiaries will generally not be subject to the restrictive covenants in the Indenture.

Collateral

The Notes (and any other Secured Obligations) will be secured under and in accordance with the terms of the agreements set forth below (the "Collateral"):

(a) a trust (*fideicomiso en administración y garantía*) created under Peruvian law by an agreement dated as of July 24, 2024, as amended by the first amendment dated as of September 10, 2024, the second amendment dated as of October 27, 2025 (the "New Cash Flows Trust Agreement"), among the Company, Compañía Minera Chungar, Empresa Administradora Cerro, the Existing Trusts, the Peruvian Collateral Trustee and the Peruvian Collateral Agent, over, among others, (i) 100% of the cash flows released from the Existing Trusts (after deducting reasonable and documented (x) expenses related to the Existing Trusts and (y) operating expenses of and other customary related costs incurred in the ordinary course of business by the Company, Compañía Minera Chungar and Empresa Administradora Cerro, respectively, in each case consistent with historical past practice as of the Issue Date), (ii) 100% of the credit rights and, if any, 100% of the cash flows derived from the intercompany loans between and among the Company and the Subsidiary Guarantors (unless the Company or the Subsidiary Guarantors have capitalized such intercompany loans in accordance with the terms and conditions of the New Cash Flows Trust Agreement), (iii) 100% of the insurance proceeds received from insurance policies maintained by the Company or the Subsidiary Guarantors with respect to their respective material properties and businesses against loss or damage of the kinds customarily insured against by persons engaged in the same or similar businesses and (iv) 100% of any proceeds from any expropriation event. For the avoidance of doubt, the Romina Capex Reserve Account is among the bank accounts subject to, and a security interest therein is granted under, the New Cash Flows Trust Agreement;

(b) a trust (*fideicomiso en garantía sobre acciones*) created under Peruvian law by an agreement dated as of July 24, 2024, as amended by the first amendment dated as of September 10, 2024, the second amendment dated as of October 27, 2025 (the "Equity Interests Trust Agreement"), among the Company, Empresa Minera Paragsha, Compañía Minera Chungar, the Peruvian Collateral Agent and the Peruvian Collateral Trustee over the following Equity Interests, whether now owned or in the future acquired: (i) 100% of the shares of Compañía Minera Chungar, (ii) 100% of the shares of Empresa Administradora Cerro, (iii) 100% of the shares of Empresa Minera Paragsha, (iv) 100% of the shares of Roquel Global, (v) 100% of the Equity Interest that the Company and/or its Subsidiaries hold in Compañía Industrial Huacho, (vi) 100% of the shares of Compañía Hidroeléctrica Tingo, (vii) 100% of the Equity Interest that the Company and/or its Subsidiaries hold in Toruna and Vinchos; (viii) all Equity Interests owned by Empresa Minera Paragsha in the Company (11.20% Class A shares and 0.50% Class B shares) and in Inversiones Portuarias Chancay S.A.A. (11.20% Class A shares and 0.50% Class B shares), (ix) upon the contribution of a Subsidiary (other than Compañía Minera Chungar and Empresa Administradora Cerro) to a Permitted Joint Venture for Fair Market Value as permitted under the Indenture and Collateral Documents, 100% of the Equity Interests in such Permitted Joint Venture, and (x) 100% of the Equity Interests held by the Company or the Subsidiary Guarantors in any Subsidiary organized in Peru newly acquired or created from time to time; *provided that* to the extent such security interest is prohibited as of the date of the Issue Date or on the date of which such security interest is to be granted, the Company and the Subsidiary Guarantors shall use commercially reasonable efforts to provide the Secured Parties with a security interest in the Company's or the Subsidiary Guarantors' economic percentage in such venture entity, provided further that the grant of such replacement security interest shall not be a condition to the release of such Guarantor, which could include, among other structures, the creation of an intermediate company;

(c) a pledge without conveyance agreement (*prenda sin desplazamiento y prohibición*) under Chilean law, dated as of July 24, 2024, as amended by public deed dated September 10, 2024, entered into by way of public deed between Empresa Minera Paragsha and the Chilean Collateral Agent, granting a security

interest for the benefit of the Secured Parties in 4,056,708 shares issued by Cemento Polpaico S.A. (the "Chilean Share Pledge Agreement");

(d) mining mortgages (*hipotecas sobre unidades de producción*) created under Peruvian law by an agreement dated as of July 24, 2024, as amended by the first amendment dated as of September 10, 2024, the second amendment dated as of October 27, 2025 (the "Mortgages over Production Units Agreement"), over the operational and non-operational mining units known as San Cristobal - Carahuacra, Andaychagua, Ticlio; Mahr Tunel, Chungar, El Pilar, Huascaran, Vichaycocha, San Sebastian, Cerro and Oxidos (the "Mining Units"), in each case, owned by the Company and its Subsidiaries (including mining concessions, land, infrastructure and fixed assets related to selected production units of the Company or certain of the Subsidiary Guarantors, as specified therein), and excluding, for the avoidance of doubt, the mining unit of Alpamarca and the Romina Project; and

(e) mortgages (*hipotecas sobre immuebles*) created under Peruvian law over real property of the Company and Compañía Industrial Huacho, as follows (i) the mortgage agreement, dated as of July 24, 2024, between the Company and the Peruvian Collateral Agent over offices and parking lots owned by the Company, as amended by the first amendment dated as of September 10, 2024, the second amendment dated as of October 29, 2025; and (ii) the mortgage agreement dated as of August 22, 2024, between Compañía Industrial Huacho and the Peruvian Collateral Agent over offices and parking lots owned by Compañía Industrial Huacho, in each case granting a Lien for the benefit of the Secured Parties over specified real property of the Company and Compañía Industrial Huacho, as amended by the first amendment dated as of September 10, 2024, the second amendment dated as of October 27, 2025 (together, the "Mortgages over Real Property Agreements").

The Existing Trusts established by the Company, Compañía Minera Chungar and Empresa Administradora Cerro have been amended as of July 24, 2024 and the trustees thereto have been irrevocably instructed by the parties to such Existing Trusts to transfer all such remaining amounts of the Existing Trusts to the accounts of the New Cash Flow Trust, after the deduction of operating expenses and customary related costs incurred in the ordinary course of business, consistent with historical past practice of the Company as of the Issue Date. The New Cash Flows Trust is pass-through and, therefore, the Company, Compañía Minera Chungar and Empresa Administradora Cerro are entitled to use the funds of the New Cash Flow Trust for other customary operating expenses and related costs incurred in the ordinary course of business and in the absence of an Event of Default under the Notes Documents and the Collateral Documents. Upon the occurrence and continuation of an Event of Default under the Notes Documents and the Collateral Documents, the funds in the New Cash Flows Trust will be retained in such trusts and may be applied to pay, on a *pro rata* basis, the outstanding Secured Obligations, as applicable, by the Peruvian Collateral Trustee as directed by the Applicable Collateral Agent under the Intercreditor Agreement.

The Notes Documents and the Collateral Documents require the Company and the Subsidiary Guarantors to take such actions as are necessary or appropriate to properly grant and perfect, subject to the terms herein, the first-priority Liens (subject to Permitted Collateral Liens or Rights over Collateral) on Collateral securing the Notes Obligations and other Senior Indebtedness, subject to certain limitations set forth in the Collateral Documents and the Indenture.

Subject to the terms of the Collateral Documents, the Company, the Subsidiary Guarantors and Restricted Subsidiaries have the right to remain in possession and retain exclusive control of the Collateral (other than any cash, securities, obligations and Cash Equivalents constituting part of the Collateral and deposited with the Applicable Collateral Agent in accordance with the provisions of the Collateral Documents and other than as set forth in the Collateral Documents), to freely operate the Collateral and to collect, invest and dispose of any income therefrom. All the above-described security interests have been created on terms and pursuant to documentation in the form of Peruvian law trust agreements and other Peruvian law security agreements (except for the Chilean Share Pledge Agreement and the Chilean Collateral Agency Agreement which is governed by Chilean law), and none of the Collateral shall be subject to any other security interests, in each case, other than the Liens securing the Notes, the Existing 2030 Notes and the Additional First Lien Debt, on a pari passu basis on the terms set forth herein, except for Liens encumbering the Mining Units and related property that are not material, individually, or in the aggregate, to the Company and its Subsidiaries as of the Issue Date ("Existing Liens").

The security interests described above shall be limited by the following: (i) the Company and its Subsidiaries do not own 100% of the shares in Toruna or Compañía Industrial Huacho, and as such, the trust described in item (b) above shall comply with any applicable provisions required by law or pursuant to any

shareholders agreements in existence on the Issue Date, if any, (ii) certain assets included in the mining mortgages described in item (d) above may be subject to Existing Liens, which Liens may have priority over the security interest being granted pursuant to the Notes Documents and the Collateral Documents over such mortgages, and (iii) that certain shareholders agreement with CSPCP, pursuant to which CSPCP has a right of first refusal over the land owned by Roquel Global. As of the New Issue Date, all Collateral shall secure, on a pari-passu basis, all obligations outstanding under the Notes Documents, the Existing 2030 Notes and any Additional First Lien Debt.

No appraisals of the assets underlying the Collateral have been prepared. The value of the Collateral at any time will depend on, among other things, market and other economic conditions, including the availability of suitable buyers for such Collateral, and the aggregate amount of liabilities of the Company and the Subsidiary Guarantors. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding affecting the Company or a Subsidiary Guarantor, the proceeds from any sale of the Collateral or disposition of the proceeds on deposit in the New Cash Flows Trust including the Romina Capex Reserve Account, at any given time may not be sufficient to pay the Company's obligations under the Notes and the Subsidiary Guarantors' obligations under the Guarantees in full. See "*Risk Factors—Risks Relating to the Collateral for the notes—There may not be sufficient Collateral to pay all or any of the notes or it may be difficult to realize the value of the Collateral.*

Romina Capex Reserve Account

The Company created an account (the "*Romina Capex Reserve Account*") into which it has been, and shall cause to be, deposited, prior to the Romina Full Funding Date (as defined below): (i) all Net Cash Proceeds received from Non-Core Asset Sales, (ii) the aggregate amount of any prepayments received by the Company or any Subsidiary in respect of offtake agreements for the Romina Project, (iii) all proceeds from any permitted Romina Project Financing, (iv) solely to the extent that the proceeds are being used to fund the Romina Project, the proceeds of any Working Capital Financing and (v) any amounts to be applied by the Company to pay cost overruns of the Romina Project, in each case of (i) through (iv) as permitted pursuant to the terms of the Notes Documents and the Collateral Documents.

The Company shall promptly (and in any event within three (3) Business Days after any deposit to the Romina Capex Reserve Account) deliver to the Applicable Collateral Agent written notice detailing (i) the source and amount of any deposit to the Romina Capex Reserve Account and (ii) the total amount in the Romina Capex Reserve Account at the date of such notice. The Company shall promptly (and in any event within three (3) Business Days thereafter) deliver to the Applicable Collateral Agent written notice of the Romina Full Funding Date. For the avoidance of doubt, any withdrawals from the Romina Capex Reserve Account from time to time shall be counted toward the US$125,000,000 aggregate funding amount.

All amounts withdrawn from time to time from the Romina Capex Reserve Account shall be applied solely for payment of capital expenditures relating to the expansion of the Romina Project until the date on which the Romina Project achieves commercial operation, as verified in writing with a copy delivered to the Applicable Collateral Agent by an independent expert of reputable standing (the "Romina Operational Date").

Granting and Perfection of Security Interests

The Bank of New York Mellon has been appointed as the Trustee under the Indenture and, in such capacity, as collateral agent for the benefit of the Notes under the Intercreditor Agreement (the "Notes Collateral Agent") pursuant to the Intercreditor Agreement. On the Issue Date, the Trustee and the Notes Collateral Agent acceded to the Intercreditor Agreement and became parties to and secured parties under the Intercreditor Agreement. For more details see "*Intercreditor Agreement*."

As Notes Secured Parties under the Intercreditor Agreement, the Security Documents have granted the Trustee and the Notes Collateral Agent first-priority Liens on the Collateral, in each case in favor of the Notes Secured Parties, subject to the Permitted Collateral Liens or Rights over Collateral.

The Company and the Subsidiary Guarantors shall take all actions necessary or advisable to maintain the first- priority security interests and to perfect such first-priority security interests (subject to Permitted Collateral Liens or Rights over Collateral) in any Collateral acquired after the Issue Date, in each case as and to the extent contemplated by the Indenture and the Collateral Documents.

Collateral Release

The Indenture and the Collateral Documents provide that the Liens on the Collateral will automatically be released:

(1) in whole, upon payment in full of all principal, interest, premium, if any or additional amounts, if any, on the Existing 2030 Notes; *provided* that the Issuer obtains prior to such release, a Rating Reaffirmation for the Notes with respect to the proposed release of Collateral.

(2) with respect to any Collateral, upon the sale or other disposition (including by way of consolidation, amalgamation or merger) by the Company or any Restricted Subsidiary of the Capital Stock, if any, constituting such Collateral (other than to the Company, a Subsidiary Guarantor, or a Restricted Subsidiary) not otherwise prohibited by the Indenture, and provided that such asset sale or other disposition complied with "—Covenant – Limitation on Asset Sale";

(3) in whole, upon payment in full of the principal of, accrued and unpaid interest, if any, Additional Amounts, if any, and premium, if any, on, the Notes;

(4) defeasance or discharge of the Indenture as set forth below under the caption "—Defeasance" and "—Satisfaction and Discharge";

(5) upon designation of such Restricted Subsidiary as an Unrestricted Subsidiary in accordance with the Indenture;

(6) in part, as to any asset (A)(I) constituting Collateral that is sold or otherwise disposed of by the Company or any of the Subsidiary Guarantors to any Person that is not a Subsidiary Guarantor or Restricted Subsidiary in a transaction permitted by the Indenture and provided that such sale or other disposition complied with "—Covenant – Limitation on Asset Sale", or (II) constituting Shared Collateral, in connection with the taking of an enforcement action by the Peruvian Collateral Agent or the Chilean Collateral Agent on the instructions of the Applicable Collateral Agent (as provided for in the Intercreditor Agreement) in respect of any first priority Lien obligations in accordance with the Intercreditor Agreement, (B) that is held by a Subsidiary Guarantor that ceases to be a Subsidiary Guarantor in accordance with the Indenture, or (C) that is otherwise released in accordance with, and as expressly provided for by the terms of, the Notes Documents and the Collateral Documents; provided that in the case of clause (5)(A)(II), the proceeds of such Shared Collateral shall be applied in accordance with the Intercreditor Agreement;

(7) solely in the case of any asset constituting Collateral that is owned by a Subsidiary (other than Compañía Minera Chungar and Empresa Administradora Cerro) that is contributed into a Permitted Joint Venture for Fair Market Value, upon the delivery to the Trustee by the Company of an Opinion of Counsel and Officer's Certificate notifying the Trustee of such contribution, *provided that* upon the formation of any such Permitted Joint Venture, the Secured Parties will receive a perfected first-priority security interest (subject to Permitted Collateral Liens or Rights over Collateral) over the Company's or Subsidiary Guarantors' Equity Interest in the Permitted Joint Venture; or

(8) as described under the caption "—Modification of Notes Documents."

Upon any occurrence giving rise to a release of any Liens on the Collateral as specified above, the Trustee, upon receipt of an Officer's Certificate from the Company and an Opinion of Counsel each stating that all conditions precedent to such release have been satisfied, will execute any documents reasonably required by the Company in order to evidence or effect such release, discharge and termination in respect of such Lien.

After-Acquired Property

With respect to any obsolete movable or separable assets that are replaced by similar assets, including, but not limited to, property, mining concessions, land, valuable infrastructure and fixed assets and Equity Interests, acquired after the Issue Date by the Company or Subsidiary Guarantors and subject to inclusion in the Collateral covered by the Security Documents in accordance with their terms, the Company shall, as may be required by the Indenture (i) execute and deliver to the Peruvian Collateral Agent or the Chilean Collateral Agent, as the case may be, such amendments to the relevant Security Documents or such other documents as the Peruvian Collateral Agent or Chilean Collateral Agent, as applicable, deems necessary or advisable to grant to the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, for the benefit of the Secured Parties, a security interest in

such property and (ii) take all actions necessary or advisable to grant to the Peruvian Collateral Agent or the Chilean Collateral Agent, as the case may be, for the benefit of the Secured Parties, a perfected first priority security interest (subject to Permitted Collateral Liens or Rights over Collateral) in such property, including submit any filing as may be required by the relevant Security Documents or by law or as may be requested by the relevant Collateral Agent; provided that, the registration and perfection of such new Collateral, shall occur within 90 calendar days after the date of effectiveness of the relevant Security Document; provided further that a 45 calendar days extension shall be granted to the Company if observations to the registration have been issued by the relevant registrar and the Company is diligently addressing such observations, and as thereafter may be extended by the Secured Parties, upon written notice to the Company.

Intercreditor Agreement

On the Original Issue Date, (A) the Trustee and the Notes Collateral Agent became parties to the Intercreditor Agreement as Authorized Representative for the Notes (including any Additional Notes to the Initial Notes) through a Joinder Agreement entered into among (i) the Company, (ii) the Subsidiary Guarantors, (iii) the Trustee and (iv) the Notes Collateral Agent, and (B) the Obligations under the Notes were secured by the Collateral. Each Holder, by its acceptance of a Note, shall be deemed to have acknowledged and agreed that, at any time prior to the release of Collateral as described in clause (1) of "—Collateral Release", to the extent there is a conflict between the terms of the Indenture and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

The Intercreditor Agreement provides that any Additional First Lien Debt may be secured by the Collateral and may be guaranteed by the Company and Subsidiary Guarantors on a senior basis, in each case, under and pursuant to the Additional First Lien Documents, if and subject to the condition that the Authorized Representative of any such Additional First Lien Debt (each, an "Additional First Lien Debt Representative"), and the collateral agent, collateral trustee or similar representative for the holders of such Additional First Lien Debt (each, an "Additional First Lien Debt Collateral Agent" and, together with the Additional First Lien Debt Representative, the "Additional First Lien Debt Parties"), in each case, acting on behalf of the holders of such Additional First Lien Debt, subject to the terms therein, becomes a party to the Intercreditor Agreement through a Joinder Agreement. As needed to permit the incurrence of any Additional Debt Facilities under the Intercreditor Agreement to the extent permitted under the First Lien Debt Documents, the Indenture and any other Additional First Lien Document, the Trustee and the Notes Collateral Agent will be authorized under the Indenture to amend the Intercreditor Agreement to include Additional Debt Facilities to the list of Additional First Lien Debt which may be secured by the Collateral and may be guaranteed by the Company and Subsidiary Guarantors on a senior basis and be subject to the terms of the Intercreditor Agreement.

The Intercreditor Agreement contains provisions customary for *pari passu* intercreditor agreements. The right to receive payment from the Collateral, including the proceeds of any enforcement of any Collateral, shall be *pari passu* with one another among the Secured Obligations, notwithstanding the time, order or method of creation or perfection of any Liens securing any Secured Obligations, prior to the discharge of such Secured Obligations except that holders of each Series of Secured Obligations bear the risk of impairment of such Series.

The Intercreditor Agreement may not be amended without the written consent of each Collateral Agent, each other Authorized Representative party thereto and the Company (to the extent the rights of the Company or Subsidiary Guarantors are directly and adversely affected); *provided* that (i) additional First Lien Debt Representatives may become party to the Intercreditor Agreement in accordance with the provisions thereof related to additional Secured Obligations without consent of any other Secured Party, upon the execution and delivery of a Joinder Agreement, and (ii) the Collateral Agents may, at the expense of the Company and the Subsidiary Guarantors, effect amendments and modifications to the Intercreditor Agreement to the extent necessary to reflect any incurrence of any Additional First Lien Debt in compliance with the First Lien Debt Documents, the Indenture and any other Additional First Lien Document.

Administration and Enforcement of the Collateral

If an Event of Default has occurred and is continuing, and (i) the Applicable Collateral Agent or any Secured Party is taking action to enforce rights or remedies in respect of any Shared Collateral (including through the Peruvian Collateral Agent or the Chilean Collateral Agent), or (ii) any distribution is made in respect of any Shared Collateral in any Insolvency or Liquidation Proceeding of the Company or any Subsidiary Guarantors (including any adequate protection payments), or (iii) any Secured Party receives any payment pursuant to any other

intercreditor agreement (if any) (other than the Intercreditor Agreement) or otherwise with respect to any Shared Collateral, then the proceeds of any sale, collection or other liquidation of any such Shared Collateral received by any Secured Party on account of such enforcement rights or remedies (all such payments, distributions, proceeds of any sale, collection or other liquidation of any Shared Collateral and all proceeds or payments of any such distribution being collectively referred to as "Proceeds") shall be applied (i) FIRST, to the payment in full in cash of all amounts related to costs deriving from the foreclosure of the Collateral, taxes and expenses related to the Collateral (including administration thereof), trustee fees, and all amounts (including without limitation, fees, claims, indemnities, and fees and expenses of their respective legal counsel) owing to each Authorized Representative, each Collateral Agent (in its capacity as such), the Peruvian Collateral Agent and the Chilean Collateral Agent on a ratable basis pursuant to the terms of the applicable Secured Obligations, (ii) SECOND, subject to impairments, to the payment in cash in full of the outstanding Secured Obligations of each Series secured by a valid and perfected lien on such Shared Collateral on a ratable basis, with such proceeds from Shared Collateral to be applied to the Secured Obligations of a given Series in accordance with the terms of the applicable Secured Obligations; *provided that* following the commencement of any Insolvency or Liquidation Proceeding with respect to the Company or any Subsidiary Guarantor, solely as among the Secured Parties, in the event the value of the Shared Collateral, which is part of such Insolvency or Liquidation Proceeding, is not sufficient for the entire amount of Post-Petition Interest on the Secured Obligations secured by the Shared Collateral to be allowed under Section 506(a) and (b) of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code or other Bankruptcy Law in such Insolvency or Liquidation Proceeding, the amount of Secured Obligations of each Series of Secured Obligations shall include only the maximum amount of Post-Petition Interest on the Secured Obligations allowable under Section 506(a) and (b) of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code or other Bankruptcy Law in such Insolvency or Liquidation Proceeding; and (iii) THIRD, after payment in full in cash of all Secured Obligations, to the Company and the Subsidiary Guarantors or their successors or assigns, as their interests may appear, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct. If any Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the Secured Obligations to which it is then entitled in accordance with the Intercreditor Agreement, such Secured Party shall hold such payment or recovery in trust for the benefit of all Secured Parties for distribution in accordance with the Intercreditor Agreement. Notwithstanding the foregoing, with respect to any Shared Collateral upon which a third party (other than a Secured Party) has a lien or security interest that is junior in priority to the security interest of any Series of Secured Obligations but senior (as determined by a court of competent jurisdiction in a final and non-appealable judgment) to the security interest of any other Series of Secured Obligations (such third party, an "Intervening Creditor"), the value of any Shared Collateral or Proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Shared Collateral or Proceeds to be distributed in respect of the Series of Secured Obligations with respect to which such impairment exists.

With respect to any Shared Collateral at any time, (i) the Applicable Collateral Agent shall act only on the instructions of the Applicable Authorized Representative, (ii) the Applicable Collateral Agent shall not follow any instructions with respect to such Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral) from any Non-Controlling Authorized Representative (or any other Secured Party other than the Applicable Authorized Representative) and (iii) no Non-Controlling Authorized Representative or other Secured Party (other than the Applicable Authorized Representative) shall, or shall instruct the Applicable Collateral Agent to, cause to commence any judicial or non-judicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, any Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), whether under any Collateral Documents, applicable law or otherwise, it being agreed that only the Applicable Collateral Agent, acting on the instructions of the Applicable Authorized Representative and in accordance with the Intercreditor Agreement and any Collateral Documents, shall be entitled to take any such actions or exercise any such remedies with respect to Shared Collateral (including by instructing the Peruvian Collateral Agent or the Chilean Collateral Agent to act).

Notwithstanding the equal priority of the Liens on the Shared Collateral securing each Series of Secured Obligations with respect to the Shared Collateral, the Applicable Collateral Agent (in the case of the Additional First Lien Collateral Agent, acting on the instructions of the Applicable Authorized Representative) may deal with the Shared Collateral as if such Applicable Collateral Agent had a senior Lien on such Collateral. No Non-Controlling Authorized Representative or Non-Controlling Secured Party will contest, protest or object to any foreclosure proceeding or action brought by the Applicable Collateral Agent, the Applicable Authorized Representative or the

Controlling Secured Party or any other exercise by the Applicable Collateral Agent, the Applicable Authorized Representative or the Controlling Secured Party of any rights and remedies relating to the Shared Collateral, or to cause the Applicable Collateral Agent to do so. The foregoing shall not be construed to limit the rights and priorities of any Secured Party, the Applicable Collateral Agent or any Authorized Representative with respect to any Collateral not constituting Shared Collateral. The Applicable Collateral Agent shall agree that, prior to taking any enforcement action, or any action to commence or petition for any Insolvency or Liquidation Proceeding, the Applicable Collateral Agent shall use commercially reasonable efforts to provide the Non-Controlling Authorized Representative prior written notice thereof; provided that the failure of the Applicable Collateral Agent to provide such notice shall not constitute a breach of the Intercreditor Agreement by the Applicable Collateral Agent.

Any Secured Party joining the Intercreditor Agreement (including the Notes Secured Parties) shall have, and by accepting a Note, each Holder will be deemed to have:

(1) irrevocably appointed the Applicable Authorized Representative and the Applicable Collateral Agent to act as its agents under the Security Documents, as applicable, and any other relevant document;

(2) irrevocably authorized the Applicable Authorized Representative and the Applicable Collateral Agent to perform the duties and exercise the rights, powers and discretions that are specifically given to them under the Collateral Documents, together with any other incidental rights, powers and discretions and to execute each document expressed to be executed by the Applicable Authorized Representative or the Applicable Collateral Agent on its behalf;

(3) irrevocably appointed, for the benefit of their respective Secured Parties, the Peruvian Collateral Agent as collateral agent under their respective Collateral Documents; and

(4) irrevocably authorizes and instructs the Chilean Collateral Agent, to execute and deliver the Chilean Collateral Agency Agreement, and to appoint itself as Chilean Collateral Agent, with authority to self- contract, in accordance with article 18 of Law No. 20,190 of the Republic of Chile, with broad authorities to represent the Secured Parties in the granting, amendment and release of any Security Documents, being entitled to negotiate all provisions thereunder, being of the essence, nature or merely incidental thereto; *provided* that the Chilean Collateral Agent so appointed is hereby authorized to sign one or more public instruments in Chile on behalf of the Secured Parties under the Intercreditor Agreement and the other relevant documents to which the security agent is a party (including, without limitation, the Security Documents).

Certain Bankruptcy and Insolvency Limitations

The Intercreditor Agreement shall continue in full force and effect notwithstanding the commencement and continuance of any Insolvency or Liquidation Proceeding, subject to the limitations of the applicable Bankruptcy Laws. The relative rights as to the Shared Collateral and proceeds thereof shall continue after the commencement of any Insolvency or Liquidation Proceeding on the same basis as prior to the date of the petition therefor.

In any Insolvency or Liquidation Proceeding, (i) any Authorized Representative or any other First Lien Secured Party may file a proof of claim or statement of interest with respect to the Secured Obligations owed to such Secured Parties; (ii) any Authorized Representative or any other Secured Party may take any action to preserve or protect (but not enforce) the validity, perfection, priority and enforceability of the Liens granted in favor of such Secured Parties, provided that no such action is, or could reasonably be expected to be, (A) adverse to the Liens granted in favor of the Controlling Secured Parties or the rights of the Applicable Collateral Agent or any other Controlling Secured Parties to exercise remedies in respect thereof or (B) otherwise inconsistent with the terms of the Intercreditor Agreement; (iii) any Authorized Representative or any other Secured Party may file any responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims or Liens of such Secured Party, including any claims secured by the Shared Collateral, in each case, to the extent not inconsistent with the terms of the Intercreditor Agreement; (iv) any Additional First Lien Debt Representative may exercise such rights and remedies with respect to bankruptcy or insolvency as provided for under the Intercreditor Agreement; (v) any Additional First Lien Debt Representative may exercise its rights and remedies as an unsecured creditor against the Company or the Subsidiary Guarantors in accordance with the terms of the applicable Collateral Documents to the extent not inconsistent with the Intercreditor Agreement; (vi) any Additional First Lien Debt Representative may vote on any plan of reorganization, plan of liquidation, agreement for composition, or other type of plan of arrangement or restructuring proposed in or in connection with any Insolvency or Liquidation Proceeding to the

extent not inconsistent with the Intercreditor Agreement; (vii) any Additional First Lien Debt Representative may accelerate the Additional First Lien Debt in accordance with the terms of the applicable Secured Obligations and/or (viii) any Additional First Lien Debt Representative may enforce the terms of subordination agreements or other intercreditor agreements with third-parties, in each case, to the extent such enforcement is not inconsistent with the Intercreditor Agreement.

If the Company or any other Subsidiary Guarantor shall become subject to a case (a "Bankruptcy Case") under the Bankruptcy Code or, if applicable, other Bankruptcy Law and shall, as debtor(s)-in-possession, move for approval of financing ("DIP Financing") to be provided by one or more lenders (the "DIP Lenders") under Section 364 of the Bankruptcy Code or any equivalent provision of any other Bankruptcy Law or the use of cash collateral under Section 363 of the Bankruptcy Code or any equivalent provision of any other Bankruptcy Law, and in any case subject to the limitations set forth under Peruvian law in the event of liquidation, each Secured Party (other than any Controlling Secured Party or Authorized Representative of any Controlling Secured Party) agrees that it will not raise, join or support any objection to any such financing or to the Liens on the Shared Collateral securing the same ("DIP Financing Liens") or to any use of cash collateral that constitutes Shared Collateral, unless an Authorized Representative of any Controlling Secured Party shall then oppose or object (or join in any objection) to such DIP Financing or such DIP Financing Liens or use of cash collateral (and (i) to the extent that such DIP Financing Liens are senior to the Liens on any such Shared Collateral for the benefit of the Controlling Secured Parties, each Non- Controlling Secured Party will subordinate its Liens with respect to such Shared Collateral on the same terms as the Liens of the Controlling Secured Parties (other than any Liens of any Secured Parties constituting DIP Financing Liens) are subordinated thereto, and (ii) to the extent that such DIP Financing Liens rank pari passu with the Liens on any such Shared Collateral granted to secure the Secured Obligations of the Controlling Secured Parties, each Non-Controlling Secured Party will confirm the priorities with respect to such Shared Collateral as set forth herein), in each case so long as (A) the Secured Parties of each Series retain the benefit of their Liens on all such Shared Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-à-vis all the other Secured Parties (other than any Liens of the Secured Parties constituting DIP Financing Liens) as existed prior to the commencement of the Bankruptcy Case, (B) the Secured Parties of each Series are granted Liens on any additional or replacement collateral pledged to any Secured Parties as adequate protection or otherwise in connection with such DIP Financing or use of cash collateral, with the same priority vis-à-vis the Secured Parties (other than any Liens of the Secured Parties constituting DIP Financing Liens) as set forth in the Intercreditor Agreement, (C) if any amount of such DIP Financing and/or cash collateral is applied to repay or exchange any of the Secured Obligations (including pursuant to a "roll up"), such amount is applied pursuant to Intercreditor Agreement, and (D) if any Secured Parties are granted adequate protection with respect to the Secured Obligations, including in the form of periodic payments, in connection with such DIP Financing and/or use of cash collateral, the proceeds of such adequate protection are applied pursuant to the Intercreditor Agreement; provided that the Secured Parties of each Series shall have a right to object to the grant of a Lien to secure the DIP Financing over any Collateral subject to Liens in favor of the Secured Parties of such Series or their Authorized Representative that shall not constitute Shared Collateral; and provided, further, that the Secured Parties receiving adequate protection with respect to the Secured Obligations shall not object to any other Secured Party receiving adequate protection with respect to the Secured Obligations comparable to any adequate protection granted to such Secured Parties in connection with a DIP Financing and/or use of cash collateral.

Each Authorized Representative, on behalf of itself and the applicable Secured Parties, agrees that, and the Notes Secured Parties shall agree, under the Intercreditor Agreement, not to oppose any sale or disposition of any Shared Collateral of the Company or any Subsidiary Guarantor that is supported by the Controlling Secured Parties or the Applicable Authorized Representative (at the direction of the Controlling Secured Parties), in an Insolvency or Liquidation Proceeding or otherwise; provided that any proceeds of any Shared Collateral realized therefrom shall be applied pursuant to the Intercreditor Agreement.

The rights of the parties under the Collateral Documents and the rights of the Collateral Agents, as beneficiary of the New Cash Flows Trust Agreement, the Equity Interests Trust Agreement, the Existing Trust Agreements, the Chilean Share Pledge Agreement, the Chilean Collateral Agency Agreement, the Mortgages over Production Units Agreements and the Mortgages over Real Property Agreements are governed by the laws of Peru or Chile, as applicable. The laws relating to trusts, mortgages and to the creation and perfection of security interests in Peru and Chile may differ from other jurisdictions and may be subject to restrictions and limitations. These restrictions and limitations may have the effect of preventing, limiting and/or delaying the enforcement of rights under such Security Documents, and may materially impair the claims of investors in the Notes and/or investors'

access to the Collateral. Any such delay in having an enforceable claim could also diminish the value of a Holder's interest in such Collateral due, among other things, to the existence of other potential creditors and claimants. See "*Risk Factors—Risks Relating to the Collateral for the notes— In the event of our bankruptcy, the ability of the holders of the notes to realize upon the Collateral will be subject to certain bankruptcy law and other limitations*."

It is impossible to predict how long payments under the Notes could be delayed following commencement of a bankruptcy case or in case general attachments by third parties over the Company's assets are in place, and whether or when the Collateral Agents would be able to receive, collect and/or exercise remedies with respect to cash flows that are not deposited directly by clients in the accounts of the Existing Trusts and the New Cash Flows Trust, but transferred by the Company to such accounts upon collection as set forth in the relevant agreements governing the applicable trusts. See "*Risk Factors—Risks Relating to the Collateral for the notes— In the event of our bankruptcy, the ability of the holders of the notes to realize upon the Collateral will be subject to certain bankruptcy law and other limitations.*"

Once the commencement of an insolvency procedure of a Peruvian company, such as the Company and the Subsidiary Guarantors, is made public, two main consequences are immediately triggered (a) the automatic stay of enforcement of all of the debtor's obligations (whether monetary or non-monetary); and (b) the protection of the debtor's estate (assets) by means of the suspension of all judicial or extra-judicial collection and foreclosure proceedings filed by any creditor and, in general, the suspension of all acts intended to create or enforce any lien, security or mortgage against the property of the debtor, except those that have been transferred to a trust (like the Equity Interests Trust Agreement, the Existing Trusts and the New Cash Flows Trust). The automatic stay will prevent the Peruvian Collateral Agent from pursuing enforcement of the mortgages created under the Mortgages over Production Units Agreement and the Mortgages over Real Property Agreements. The automatic stay of enforcement of all of the debtor's obligations does not prevent creditors from enforcing their rights against third parties which have granted corporate or asset-based guarantees, who will assume the contractual position of the original debtor. Moreover, under the Peruvian Bankruptcy Law, once the debtor files for insolvency, or is given notice of an involuntary filing, all actions taken by management during the previous year (clawback period) and from that date on and until the date the creditors ratify or replace management (avoidance period) may be under specific judicial scrutiny. The clawback period covers all actions or transactions taken by management during the previous year, whether for consideration or not, that have a negative effect on the net worth of the company and are not in the ordinary course of business (all requirements must be met). The avoidance period covers actions or transactions specifically detailed under the Peruvian Bankruptcy Law.

The Peruvian Bankruptcy Law does not recognize nor regulate group insolvency. It regulates the insolvency proceedings on a company-by-company basis and does not include any regulation relating to proceedings covering more than one legal entity or entitling creditors of insolvent companies or the companies themselves to include other entities of the same corporate group in the same insolvency proceeding. Consequently, the insolvency proceeding cannot be used to liquidate or reorganize a corporate group on a combined basis. There are no special proceedings or impediments or protections applicable to foreign creditors. Also, in Peru foreign creditors are entitled to the same rights and benefits as Peruvian creditors in connection with an insolvency proceeding. Finally, in the event of an insolvency proceeding, if a debtor is domiciled in Peru it will be subject to the exclusive jurisdiction of Instituto Nacional de Defensa de la Competencia y de la Protección de la Propiedad Intelectual – INDECOPI.

Amendment of Collateral Documents

The Company, the Subsidiary Guarantors, the Trustee and the Notes Collateral Agent will not be permitted to amend, modify or supplement, the Collateral Documents in any way, except as permitted under the Indenture and the Collateral Documents and otherwise in accordance with "—Modification of Notes Documents", provided that any amendment or modification to a Collateral Document that affects only one Series of Senior Indebtedness may be effected as permitted by the documents governing such Series of Senior Indebtedness.

No Impairment of Security Interests

Except as otherwise permitted under the Notes Documents and the Collateral Documents, neither the Company nor any of the Subsidiary Guarantors will be permitted to take any action, or knowingly omit to take any action, which action or omission would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Secured Parties.

Acceptance by Holders

By its acceptance of the Notes, each Holder will be deemed to have consented to the terms of the Collateral Documents and the Intercreditor Agreement and to have authorized and directed the Trustee and the Notes Collateral Agent, as applicable, to execute, deliver and perform each of the Collateral Documents, to which it is a party, binding the Holders to the terms thereof.

Additional Amounts

All payments in respect of the Notes will be made free and clear of and without any deduction or withholding for or on account of any present or future taxes, duties, levies, imposts, assessments or other government charges and any interest, penalties or other liabilities with respect thereto ("Taxes"), unless the withholding or deduction of such Taxes is required by law or the official interpretation thereof, or by the administration thereof. If we are required by any law of Peru or any jurisdiction where the Company or any Subsidiary Guarantor is incorporated or resident for tax purposes or from or through which any payment in respect of the Notes is made by the paying agent or the Company, or any political subdivision thereof (a "Relevant Jurisdiction") or any taxing authority of a Relevant Jurisdiction, to withhold or deduct any Taxes from or in respect of any sum payable under the Notes, we shall (i) pay such additional amounts ("Additional Amounts") as may be necessary in order that the net amounts receivable by Holders of any Notes after such withholding or deduction shall equal the respective amounts which would have been receivable by such Holder in the absence of such withholding or deduction, (ii) make such withholding or deduction, and (iii) pay the full amount withheld or deducted to the relevant tax or other authority in accordance with applicable law, except that no such Additional Amounts will be payable in respect of:

- any present or future Taxes that would not have been imposed but for any present or former connection between the Holder or beneficial owner of a Note (or a fiduciary, settlor, beneficiary, member or shareholder of the Holder or beneficial owner of a Note) and the Relevant Jurisdiction (other than the mere receipt of a payment, the ownership or holding of a Note, or enforcing rights thereunder);
- any estate, inheritance, capital gains, excise, personal property tax, sales, transfer, gift or similar tax, assessment or other governmental charge imposed with respect to the Notes;
- any Taxes that would not have been imposed but for the failure of the Holder or any other Person to comply with any certification, identification, information, documentation or other reporting requirement concerning the nationality, residence, identity or connection with the Relevant Jurisdiction, for tax purposes, of the Holder or any beneficial owner of the Note if compliance is required by law, regulation or by an applicable income tax treaty to which the Relevant Jurisdiction is a party, as a precondition to exemption from, or reduction in the rate of the Tax, and we have given the Holder at least thirty (30) days' notice, in writing, that the Holder will be required to provide such certification, identification, information or documentation; provided that such certification, identification, information, documentation or other reporting requirement is not materially more onerous than the provision of forms required by the United States under analogous circumstances;
- any Tax payable otherwise than by deduction or withholding from payments on or in respect of the Notes;
- any present or future Taxes with respect to a Note presented for payment, where presentation is required, more than thirty (30) days after (i) the date on which the payment became due and payable or (ii) the date on which payment thereof is duly provided for and notice is provided to Holders, whichever occurs later, except to the extent that the Holder of such Note would have been entitled to such Additional Amounts on presenting such Note for payment on the last day of such 30-day period;
- any payment on the Note to a Holder that is a fiduciary, a partnership, a limited liability company or a person other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership, an interest holder in such a limited liability company or the beneficial owner of the payment would not have been entitled to the Additional Amounts had the beneficiary, settlor, member or beneficial owner been the Holder of the Note;
- any taxes required to be deducted or withheld pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or otherwise imposed pursuant to Sections 1471 through 1474

of the Code, any regulations or agreements thereunder, official interpretations thereof or any law implementing an intergovernmental approach thereto ("FATCA"); or

- in the case of any combination of the items listed above.

Upon request, the Company will provide the Trustee with documentation reasonably satisfactory to the Trustee evidencing the payment of Taxes in respect of which we have paid any Additional Amount within thirty (30) days of payment to the relevant taxing authority. We will make copies of such documentation available to the Holders or the relevant paying agent upon request.

The Company will pay promptly when due any present or future stamp, court or documentary taxes or any excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery or registration of each Note or any other document or instrument referred to in the Indenture or such Note, excluding any such taxes, charges or similar levies imposed by any jurisdiction that is not a Relevant Jurisdiction except those resulting from, or required to be paid in connection with, the enforcement of such Note or any other such document or instrument after the occurrence and during the continuance of any Event of Default with respect to the Note in default.

The Company intends to withhold Peruvian taxes from interest payments on the Notes at a rate of 4.99% and to pay Additional Amounts, subject to the conditions above, with respect thereto for so long as the Notes are held through DTC or its nominee. See "*Taxation—Peruvian Taxation*."

Any reference in this offering memorandum, the Indenture or the Notes to principal, premium, interest or any other amount payable in respect of the Notes by us will be deemed also to refer to any Additional Amount that may be payable with respect to that amount under the obligations referred to in this section.

In the event of any merger or other transaction described and permitted under "— Certain Covenants — Limitation on Merger, Consolidation and Sale of Assets," then all references to Peru, Peruvian law or regulations, and Peruvian taxing authorities under this section and under "— Optional Redemption — Optional Redemption upon Tax Event" shall be deemed to also include the relevant Qualified Merger Jurisdiction, the law or regulations of the relevant Qualified Merger Jurisdiction, and any taxing authority of the relevant Qualified Merger Jurisdiction, respectively.

Optional Redemption

Optional Redemption with a Make-Whole Premium

At any time and from time to time prior to October 28, 2028 (the "First Call Date"), the Company will have the right, at its option, to redeem the Notes, in whole or in part, at a redemption price per Note (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the notes matured on the First Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate *plus* 50 basis points less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date, and Additional Amounts, if any.

"*Treasury Rate*" shall mean, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the applicable redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) ("H.15") under the caption

"U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the applicable redemption date to the First Call

Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the First Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the applicable redemption date.

If on the third business day preceding the applicable redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the First Call Date, as applicable. If there is no United States Treasury security maturing on the First Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the First Call Date, one with a maturity date preceding the First Call Date and one with a maturity date following the First Call Date, the Company shall select the United States Treasury security with a maturity date preceding the First Call Date. If there are two or more United States Treasury securities maturing on the First Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semiannual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Trustee shall not have any responsibility to calculate or determine a redemption price, nor shall it be liable to the Company, the Guarantors, the holders or any party for, any calculation hereto.

Optional Redemption Without a Make-Whole Premium

At any time and from time to time on or after the First Call Date, the Company may, at its option, redeem the Notes, in whole or in part, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest thereon, if any, to the applicable redemption date, if redeemed during the 12-month period beginning on October 28 of the years indicated below.

Year	Percentage
2028	104.250%
2029	102.125%
2030 and thereafter	100.000%

Optional Redemption with Proceeds of Equity Offerings

At any time prior to October 28, 2028, the Company may, at its option, on one or more occasions, redeem up to 35% of the aggregate principal amount of Notes at a redemption price of 108.500% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of one or more Equity Offerings; provided that:

(1) Notes in an aggregate principal amount equal to at least 65% of the aggregate principal amount of the Initial Notes remain outstanding immediately after the occurrence of such redemption; and

(2) the redemption must occur within ninety (90) days of the date of the closing of such Equity Offering.

Optional Redemption Upon Tax Event

If the Company determines that, as a result of any amendment to, expiration of, or change in, the laws (or any rules or regulations thereunder) of a Relevant Jurisdiction, any taxing authority thereof or therein affecting taxation, or any amendment to or change in an official interpretation or application of such laws, rules or regulations,

which amendment to, expiration of, or change of such laws, rules or regulations becomes effective or, in the case of a change in official interpretation or application, is announced on or after the date of this offering memorandum (or on or after the date a Relevant Jurisdiction becomes a Relevant Jurisdiction, if later), we (or a Subsidiary Guarantor) would be obligated to pay any Additional Amounts in excess of those attributable to a withholding tax rate of 4.99% with respect to the Notes (see "*—Additional Amounts*" and "*Taxation—Peruvian Taxation*"); provided, that the Company, in its business judgment, determines that such obligation cannot be avoided by the Company taking reasonable measures available to it, then, at its option, all, but not less than all, of the Notes may be redeemed at any time at a redemption price equal to 100% of the outstanding principal amount, plus any accrued and unpaid interest to the redemption date due thereon up to but excluding the date of redemption; provided that (1) no notice of redemption for tax reasons may be given earlier than sixty (60) days prior to the earliest date on which the Company (or a Subsidiary Guarantor) would be obligated to pay these Additional Amounts if a payment on the Notes were then due, and (2) at the time such notice of redemption is given such obligation to pay such Additional Amounts remains in effect.

Prior to the giving of any notice of redemption pursuant to this provision, the Company will deliver to the Trustee:

- an Officer's Certificate stating that we are entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the Company's right to redeem have occurred (including that we cannot avoid the obligation to pay such Additional Amounts by taking reasonable measures available); and
- an Opinion of Counsel from legal counsel in a Relevant Jurisdiction of recognized standing to the effect that we have or will become obligated to pay such Additional Amounts as a result of such change or amendment.

The Trustee may conclusively rely upon and will accept such Officer's Certificate and Opinion of Counsel as sufficient evidence of the satisfaction of the conditions precedent described above.

Optional Clean-Up Redemption

In the event that Holders of not less than 90% of the aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer, Asset Sale Offer, or other tender offer and the Company (or a third party making the offer) purchases all of the Notes validly tendered and not withdrawn by such Holders, or if the Company otherwise redeems not less than 90% of the aggregate principal amount of the outstanding Notes pursuant to the terms of the Indenture, the Company or third party offeror, as applicable, will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to such offer described above, to redeem (in the case of the Company) or purchase (in the case of a third party offeror) all of the Notes that remain outstanding following such purchase at a redemption price or purchase price, as the case may be, equal to the price paid to each other Holder in such offer (which may be less than par) plus, to the extent not included in such price, accrued and unpaid interest on the Notes that remain outstanding, to the date of redemption (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

Optional Redemption Procedures

Notice of any redemption will be given at least ten (10) but not more than sixty (60) days before the redemption date to Holders of Notes to be redeemed (with a copy to the Trustee) in accordance with the provisions described in "—Notices" below, except that redemption notices may be given more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance or covenant defeasance of the Notes or a satisfaction and discharge of the Indenture.

Notice of any redemption of the Notes may, at the Company's discretion, be subject to one or more conditions precedent. If such redemption is so subject to the satisfaction of one or more conditions precedent, such notice shall describe each such condition and, if applicable, shall state that such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date.

Notes called for redemption will become due on the date fixed for redemption. The Company will pay the redemption price for the Notes together with accrued and unpaid interest thereon to but excluding the date of redemption (subject to the rights of the relevant Holders as of the record date to receive payments of interest on the

related interest payment date). On and after the redemption date, interest will cease to accrue on the Notes as long as the Company has deposited with the paying agent funds in satisfaction of the applicable redemption price together with accrued and unpaid interest thereon pursuant to the Indenture. Upon redemption of the Notes by the Company, the redeemed Notes will be cancelled and cannot be reissued.

If fewer than all of the Notes are being redeemed, the Notes to be redeemed shall be selected as follows: (1) if the Notes are listed on an exchange, in compliance with the requirements of such exchange or (2) on a pro rata basis to the extent practicable, or, if the pro rata basis is not practicable for any reason, by lot or by such other method as most nearly approximates a pro rata basis, in each case as long as the Notes are in global form, subject to customary DTC procedures (in integral multiples of US$1,000; provided that the remaining principal amount of such Holder's Note will not be less than US$2,000). Upon surrender of any Note redeemed in part, the Holder will receive a new Note equal in principal amount to the unredeemed portion of the surrendered Note. Once notice of redemption is sent to the Holders, Notes called for redemption become due and payable at the redemption price on the redemption date, and, commencing on the redemption date, Notes redeemed will cease to accrue interest (unless the Company defaults in the payment of the redemption price).

In addition to the Company's right to redeem the Notes as set forth above, the Company may purchase the Notes in open-market transactions, tender offers or otherwise at any price, in compliance with applicable securities laws. Any Note so purchased by the Company may be surrendered to the Trustee for cancellation.

Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, each Holder will have the right to require that the Company purchase all or a portion of such Holder's Notes (in integral multiples of US$1,000; provided that the remaining principal amount of such Holder's Note will not be less than US$2,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus any accrued and unpaid interest thereon to but excluding the purchase date (the "Change of Control Payment").

Within thirty (30) days following the date upon which the Change of Control Triggering Event occurs, the Company must send a notice to each Holder, with a copy to the Trustee, offering to purchase the Notes as described above (a "Change of Control Offer") as described in "—Notices" below. The Change of Control Offer will state, among other things, the purchase date, which must be at least ten (10) but not more than sixty (60) days from the date the notice is given, other than as may be required by law (the "Change of Control Payment Date"). The Change of Control Offer may, at the Company's discretion, be subject to the consummation of the transactions triggering the Change of Control Triggering Event as a condition precedent.

On the Business Day immediately preceding the Change of Control Payment Date, the Company will, to the extent lawful, deposit with the paying agent funds in an amount equal to the Change of Control Payment, in respect of all Notes or portions thereof so tendered.

On the Change of Control Payment Date, as applicable, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered and not withdrawn; and

(2) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company.

If only a portion of a Note is purchased pursuant to a Change of Control Offer, as applicable, a new Note in an authorized principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate). Notes (or portions thereof) purchased pursuant to a Change of Control Offer, as applicable, will be cancelled and cannot be reissued.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent any such rule, laws and regulations are applicable in connection with the purchase of Notes in connection with a Change of Control Offer, as applicable. To the extent that the provisions of any applicable securities laws or regulations conflict with the Change of Control Triggering Event provisions of the Indenture, the Company will comply with such securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by doing so.

Other existing and future indebtedness of the Company may contain prohibitions on the occurrence of events that would constitute a Change of Control or require that Indebtedness be purchased upon a Change of Control. Moreover, the exercise by the Holders of their right to require the Company to repurchase the Notes upon a Change of Control Triggering Event may cause a default under such indebtedness even if the Change of Control itself does not.

If a Change of Control Offer occurs, the Company may not have available funds sufficient to make the Change of Control Payment for all the Notes that might be delivered by Holders seeking to accept the Change of Control Offer. In the event the Company is required to purchase outstanding Notes pursuant to a Change of Control Offer, the Company expects that it would seek third-party financing to the extent it does not have available funds to meet its purchase obligations and any other obligations it may have. However, we cannot assure you that the Company would be able to obtain necessary financing and the terms of the Indenture may restrict the ability of the Company to obtain such financing.

Holders will not be entitled to require the Company to purchase their Notes in the event of a takeover, recapitalization, leveraged buyout or similar transaction which does not lead to a Change of Control Triggering Event.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if: (a) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (b) prior to the date the Change of Control Offer is required to be made, the Company has given notice of redemption in respect of all of the outstanding Notes in accordance with the Indenture.

Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon the consummation of the required Change of Control Triggering Event, if a definitive agreement is in place for the applicable Change of Control at the time of making of the Change of Control Offer.

Covenants in the Indenture restricting the ability of the Company and its Restricted Subsidiaries to Incur additional Indebtedness, to grant Liens on property, to make Restricted Payments and to make Asset Sales may also make more difficult or discourage a takeover of the Company, whether favored or opposed by the management or its Board of Directors. Consummation of any Asset Sale may, in certain circumstances, require redemption or repurchase of the Notes, and the Company or the acquiring party may not have sufficient financial resources to effect such redemption or repurchase. In addition, restrictions on transactions with Affiliates may, in certain circumstances, make more difficult or discourage any leveraged buyout of the Company or any of its Subsidiaries. While these restrictions cover a wide variety of arrangements that have traditionally been used to effect highly leveraged transactions, the Indenture may not afford the Holders protection in all circumstances from the adverse aspects of a highly leveraged transaction, reorganization, restructuring, merger, recapitalization or similar transaction.

One of the events that constitutes a Change of Control under the Indenture is the disposition of "all or substantially all" of the Company's assets under certain circumstances. This term varies based upon the facts and circumstances of the subject transaction and has not been interpreted under New York State law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in certain circumstances there may be uncertainty in ascertaining whether a particular transaction involved a disposition of "all or substantially all" of the assets of a Person and a Change of Control Triggering Event. In the event that Holders elect to require the Company to purchase the Notes and the Company contests such election, there can be no assurance as to how a court interpreting New York State law would interpret that phrase under certain circumstances.

Covenants

Limitation on Incurrence of Additional Indebtedness

(1) The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness), except that the Company and its Subsidiary Guarantors may Incur Indebtedness if, at the time of and immediately after giving pro forma effect to the Incurrence thereof and the application of the net proceeds therefrom, (i) the Consolidated Interest Coverage Ratio of the Company shall be no less than 2.00 to 1.0 and (ii) the Consolidated Debt to EBITDA Ratio of the Company shall be no greater than 3.50 to 1.00.

(2) Notwithstanding clause (1) above, the Company and its Restricted Subsidiaries, as applicable, may, at any time, Incur the following Indebtedness ("Permitted Indebtedness"):

(a) Indebtedness in respect of the Notes (excluding Additional Notes) and the Subsidiary Guarantees (including in respect of any Additional Notes);

(b) other Indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date, including the Existing 2030 Notes.

(c) Hedging Obligations entered into by the Company and its Restricted Subsidiaries for bona fide hedging purposes and not for speculative purposes, including without limitation, Hedging Obligations with respect to the Notes;

(d) intercompany Indebtedness between the Company and any Restricted Subsidiary or between any Restricted Subsidiaries; provided that such Indebtedness must be expressly subordinated to the prior payment in full of all obligations under the Notes and the Indenture, in the case of the Company, or a Subsidiary Guarantor's Subsidiary Guarantee, in the case of a Subsidiary Guarantor; and provided further, that in the event that at any time any such Indebtedness ceases to be held by the Company or any Restricted Subsidiary, such Indebtedness will be deemed to be Incurred by the Company or the relevant Restricted Subsidiary, as the case may be, and not permitted by this clause (d) at the time such event occurs;

(e) Indebtedness of the Company or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (including daylight overdrafts paid in full by the close of business on the day such overdraft was Incurred) drawn against insufficient funds in the ordinary course of business; provided that such Indebtedness is extinguished within five (5) Business Days of receipt of notice of insufficient funds;

(f) Indebtedness of the Company or any of its Restricted Subsidiaries in respect of any obligations under workers' compensation claims, severance payment obligations, payment obligations in connection with health or other types of social security benefits, unemployment or other insurance or self-insurance obligations, reclamation, statutory obligations, regulatory or other similar legal obligations, and factoring and other financing of payables or receivables in the ordinary course of business;

(g) Indebtedness consisting of letters of credit, banker's acceptances, performance bonds, appeal bonds, surety bonds, promissory notes, customs bonds and other similar bonds and reimbursement obligations Incurred by the Company or any Restricted Subsidiary in the ordinary course of business securing the performance of contractual, concession, franchise or license obligations of the Company or any Restricted Subsidiary (in each case, other than for an obligation for borrowed money);

(h) Indebtedness of the Company or any of its Restricted Subsidiaries to the extent the net proceeds thereof are promptly used to redeem the Notes in full or deposited to defease or discharge the Notes, in each case in accordance with the Indenture;

(i) Refinancing Indebtedness in respect of:

(i) Indebtedness (other than Indebtedness owed to the Company or any Subsidiary of the Company) Incurred pursuant to clause (1) above (it being understood that no Indebtedness outstanding on the Issue Date is Incurred pursuant to such clause (1)); or

(ii) Indebtedness Incurred pursuant to clauses (a), (b) or (j) (including, for the avoidance of any doubt, with respect to Indebtedness consisting of the aggregate principal amount of the Existing 2030 Notes that remain outstanding following the Issue Date);

(j) Acquired Indebtedness of any Restricted Subsidiary that was not Incurred to finance the acquisition thereof provided that, after giving effect to the Incurrence of such Acquired Indebtedness, the Company would be permitted to Incur at least US$1.00 of additional Indebtedness under clause (1) above;

(k) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations (including in respect of

earn-outs not for financing purposes) or from customary guarantees or performance bonds, in each case, incurred in connection with the disposition of any business, assets or Subsidiary, other than Guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; provided that the maximum aggregate liability in respect of all such Indebtedness will at no time exceed the gross proceeds actually received by the Company and the Restricted Subsidiary in connection with such disposition;

(l) the Guarantee by the Company or any Subsidiary Guarantor of Indebtedness of the Company or a Restricted Subsidiary of the Company that was permitted to be Incurred by another provision of this covenant;

(m) Capitalized Lease Obligations, working capital and mortgage financings or Purchase Money Indebtedness of the Company or any Subsidiary Guarantor, in each case Incurred for the purpose of acquiring or financing all or any part of the purchase price or cost of design, installation, construction or improvement of property or equipment used or useful in a Permitted Business, in an aggregate principal amount at any one time outstanding, including any Refinancing Indebtedness Incurred to Refinance any Indebtedness Incurred pursuant to this clause (m), not to exceed the greater of US$25.0 million and 3% of the Company's Consolidated Net Tangible Assets (or the equivalent in other currencies);

(n) Prior to the earlier of the Romina Full Funding Date and June 30, 2026, up to $125,000,000 in Indebtedness secured solely by the Romina Project Assets to be used solely for expansion capital expenditures related to the Romina Project, which amount shall be reduced on a dollar-for-dollar basis, as of any date of determination, by the aggregate amount of cash that has been deposited into the Romina Capex Reserve Account (including any amounts deposited and since withdrawn) as of such date; *provided,* that in no event shall the total amount of amortization payments in respect of such financing in any fiscal year exceed the greater of $35,000,000 and 28% of the aggregate principal amount of such financing then outstanding (the "Romina Project Financing"); and

(o) in addition to Indebtedness referred to in clauses (a) through (n) above, Indebtedness of the Company or any Restricted Subsidiary in an aggregate principal amount at any one time outstanding not to exceed the greater of US$130.0 million and 15% of the Company's Consolidated Net Tangible Assets (or the equivalent in other currencies).

(3) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this covenant:

(a) the outstanding principal amount of any item of Indebtedness will be counted only once;

(b) in the event that an item of Indebtedness meets the criteria of clause (1) above or more than one of the categories of Permitted Indebtedness described in clauses (a) through (n) of clause (2) above, the Company may, in its sole discretion, divide and classify (or at any time reclassify) such item of Indebtedness in any manner that complies with this covenant;

(c) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness, but may be permitted in part by such provision and in part by one or more other provisions of this covenant permitting such Indebtedness;

(d) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with IFRS;

(e) Guarantees of, or obligations in respect of letters of credit or similar instruments relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness will not be included; and

(f) the accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Capital Stock in the form of additional Disqualified Capital Stock with the same terms will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant; provided that any such outstanding additional Indebtedness or Disqualified Capital Stock paid in respect of Indebtedness Incurred pursuant to any

provision of clause (2) above will be counted as Indebtedness outstanding thereunder for purposes of any future Incurrence under such provision.

(4) For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred or, in the case of revolving credit Indebtedness, first committed; provided that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a non-U.S. currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction will be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, will be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on Restricted Payments

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a "Restricted Payment"):

(a) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Company or any Restricted Subsidiary to holders of such Capital Stock, other than:

- dividends or distributions payable in Qualified Capital Stock of the Company;
- dividends or distributions payable to the Company and/or a Restricted Subsidiary; or
- dividends, distributions or returns of capital made on a pro rata basis to the Company and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on a less than pro rata basis to any minority holder);

(b) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company held by Persons other than the Company or any of its Restricted Subsidiaries;

(c) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness; or

(d) make any Investment (other than Permitted Investments);

if at the time of the Restricted Payment and immediately after giving pro forma effect thereto:

(1) a Default or an Event of Default has occurred and is continuing;

(2) the Company is not able to Incur at least US$1.00 of additional Indebtedness pursuant to paragraph (1) of "—Limitation on Incurrence of Additional Indebtedness" at the time of or after giving effect to such Restricted Payment; or

(3) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof will exceed the sum of:

(A) (x) 50% or (y) 100% (if the Consolidated Debt to EBITDA Ratio of the Company is equal to or less than 1.0 to 1.0 at the time of or after giving effect to such Restricted Payment) of cumulative Consolidated Net Income of the Company or, if such cumulative Consolidated Net Income of the Company is a loss, minus 100% of the loss, accrued during the period, treated as one accounting period,

from January 1, 2025 to the end of the most recent fiscal quarter for which consolidated financial information of the Company is available; plus

(B) 100% of the aggregate net cash proceeds received by the Company from any Person from any:

(x) contribution to the Capital Stock of the Company not representing an interest in Disqualified Capital Stock or issuance and sale of Qualified Capital Stock of the Company, in each case subsequent to the Issue Date; or

(y) issuance and sale subsequent to the Issue Date (and, in the case of Indebtedness of a Restricted Subsidiary, at such time as it was a Restricted Subsidiary) of any Indebtedness for borrowed money of the Company or any Restricted Subsidiary that has been converted into or exchanged for Qualified Capital Stock of the Company;

excluding, in each case, any net cash proceeds:

(x) received from a Subsidiary of the Company;

(y) used to acquire Capital Stock or other assets from an Affiliate of the Company; or

(z) applied in accordance with clause (2) or (3) of the second paragraph of this covenant below; plus

(C) an amount equal to the sum, for all Unrestricted Subsidiaries, of the following:

(x) the cash return, and the fair market value of assets or property received, after the Issue Date, on Investments in an Unrestricted Subsidiary made after the Issue Date pursuant to this paragraph as a result of any sale, repayment, redemption, liquidating distribution or other realization (to the extent not included in clause 3(A) above); plus

(y) all distributions or dividends to the Company or a Restricted Subsidiary from Unrestricted Subsidiaries (provided that such distributions or dividends shall be excluded in calculating Consolidated Net Income for purposes of clause 3(A) to the extent already included in clause 3(A) above); plus

(z) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the assets less liabilities of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; plus

(D) the cash return, and the fair market value of property received, after the Issue Date, on any other Investment made after the Issue Date pursuant to this paragraph, as a result of any sale, repayment, redemption, liquidating distribution or other realization (to the extent not included in clause 3(A) above).

Notwithstanding the preceding paragraph, this covenant does not prohibit:

(1) the payment of any dividend within sixty (60) days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration pursuant to the preceding paragraph;

(2) the acquisition of any shares of Capital Stock of the Company:

(x) in exchange for Qualified Capital Stock of the Company; or

(y) through the application of the net cash proceeds received by the Company from a substantially concurrent sale of Qualified Capital Stock of the Company or a contribution to the equity capital of the Company not representing an interest in Disqualified Capital Stock, in each case not received from a Subsidiary of the Company;

provided, that the value of any such Qualified Capital Stock issued in exchange for such acquired Capital Stock and any such net cash proceeds will be excluded from clause (3)(B) of the first paragraph of this covenant (and were not included therein at any time);

(3) the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness solely in exchange for, or through the application of net cash proceeds of a substantially concurrent sale, other than to a Subsidiary of the Company, of:

(x) Qualified Capital Stock of the Company; or

(y) Refinancing Indebtedness for such Subordinated Indebtedness;

provided, that the value of any Qualified Capital Stock issued in exchange for Subordinated Indebtedness and any net cash proceeds referred to above shall be excluded from clause (3)(B) of the first paragraph of this covenant (and were not included therein at any time);

(4) if no Default or Event of Default has occurred and is continuing or would exist after giving pro forma effect thereto, repurchases by the Company of Capital Stock of the Company or options, warrants or other securities exercisable or convertible into Capital Stock of the Company from employees or directors of the Company or any of its Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of the employees or directors, in an amount not to exceed US$3.0 million (or the equivalent in other currencies) in any calendar year and US$8.0 million (or the equivalent in other currencies) in the aggregate;

(5) repurchases of Capital Stock deemed to occur upon the exercise of stock options if the Capital Stock represents all or a portion of the exercise price thereof (or related withholding taxes), and Restricted Payments by the Company to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of the Company;

(6) to the extent such transactions constitute Restricted Payments, the distribution of Equity Interests held by any of the Company or the Subsidiary Guarantors in a Subsidiary (other than Compañía Minera Chungar and Empresa Administradora Cerro) to a Permitted Joint Venture for Fair Market Value, *provided* that all of the Company's or each Subsidiary Guarantors' respective Equity Interests in such Permitted Joint Venture are simultaneously pledged and perfected thereafter, subject to the terms herein, on a first- priority basis (subject to Permitted Collateral Liens or Rights over Collateral) or assigned in trust under the Equity Interests Trust Agreement as Collateral for the benefit of the Secured Parties; and

(7) if no Default or Event of Default has occurred and is continuing or would exist after giving pro forma effect thereto, Restricted Payments in an amount which, when taken together with all Restricted Payments made pursuant to this clause (7), does not exceed US$40.0 million (or the equivalent thereof in other currencies).

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date, amounts expended pursuant to clauses (1) (without duplication for the declaration of the relevant dividend) and (4) above will be included in such calculation, and amounts expended pursuant to clauses (2), (3), (5) and (6) above will not be included in such calculation.

The amount of any Restricted Payments not in cash will be the Fair Market Value on the date of such Restricted Payment of the property, assets or securities proposed to be paid, transferred or issued by the Company or the relevant Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment.

For purposes of determining compliance with this covenant, in the event that a Restricted Payment (or portion thereof) permitted pursuant to this covenant or a Permitted Investment (or portion thereof) meets the criteria of more than one of the categories of Restricted Payments described above or one or more clauses of the definition of "Permitted Investment," the Company shall be permitted to classify such Restricted Payment or Permitted Investment (or any portion thereof) on the date it is made, or later reclassify all or any portion of such Restricted Payment or Permitted Investment, in any manner that complies with this covenant, and such Restricted Payment or Permitted Investment (or portion thereof) shall be treated as having been made pursuant to only one of such clauses of this covenant or of the definition of Permitted Investment.

Limitation on Asset Sales

The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(a) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed of; and

(b) at least 75% of the consideration received for the assets sold by the Company or the Restricted Subsidiary, as the case may be, in the Asset Sale is in the form of (1) cash or Cash Equivalents; (2) assets (other than current assets as determined in accordance with IFRS or Capital Stock) to be used by the Company or any Restricted Subsidiary in a Permitted Business; (3) Capital Stock in a Person engaged solely in a Permitted Business that will become a Restricted Subsidiary as a result of such Asset Sale; or (4) a combination of cash, Cash Equivalents and such assets. For purposes of this clause (b), the assumption by the purchasers of Indebtedness or other obligations (other than Subordinated Indebtedness) of the Company or a Restricted Subsidiary pursuant to a customary novation agreement, and instruments or securities received from the purchasers that are promptly, but in any event within ninety (90) days of the closing, converted by the Company or a Restricted Subsidiary to cash, to the extent of the cash actually so received, shall be considered cash received at closing.

The Company or such Restricted Subsidiary, as the case may be, may apply the Net Cash Proceeds of any such Asset Sale within 365 days thereof to:

(1) repay, prepay or purchase any secured Senior Indebtedness of the Company or any Restricted Subsidiaries, in each case for borrowed money or constituting a Capitalized Lease Obligation and permanently reduce the commitments with respect thereto without Refinancing;

(2) make capital expenditures in the Company or any Restricted Subsidiary involved in a Permitted Business;

(3) purchase:

(A) assets (other than current assets as determined in accordance with IFRS or Capital Stock) to be used by the Company or any Restricted Subsidiary in a Permitted Business; or

(B) Capital Stock of a Person engaged solely in a Permitted Business that will become, upon purchase, a Restricted Subsidiary,

from a Person other than the Company and its Restricted Subsidiaries;

(4) enter into a binding commitment with a Person, other than the Company and its Restricted Subsidiaries, to apply such Net Cash Proceeds pursuant to clauses (2) or (3) above, provided, that such binding commitment shall be subject only to customary conditions and the applicable purchase shall be consummated within 180 days following the expiration of the aforementioned 365-day period; or

(5) any combination of (1) through (4) above.

To the extent all or a portion of the Net Cash Proceeds of any Asset Sale (A) not constituting Collateral are not applied within 365 days after the Asset Sale as described in clauses (1) through (4) of the immediately preceding paragraph or (B) of Collateral that are (i) not applied within 365 days after the Asset Sale in a Replacement Collateral Asset pledged as described in the paragraph above; or (ii) that the Company decides will not be applied in a Replacement Collateral Asset within the 365-day period, and in that case, as promptly as it may decide; (any such Net Cash Proceeds not so applied, "Excess Proceeds"), the Company will make an offer (within ten (10) Business Days of such 365th day (subject to deferral as described below and the extension described in clause (4) above)) equal to the Excess Proceeds to purchase Notes (the "Asset Sale Offer"), at a purchase price equal to 100% of the principal amount of the Notes to be purchased, plus any accrued and unpaid interest thereon, to but excluding the purchase date (the "Asset Sale Offer Amount"). The Company will purchase pursuant to an Asset Sale Offer from all tendering Holders on a pro rata basis, and, at the Company's option, on a pro rata basis with the holders of any other Senior

Indebtedness with similar provisions requiring the Company to offer to purchase the other Senior Indebtedness with the proceeds of Asset Sales, that principal amount (or accreted value in the case of Indebtedness issued with original issue discount) of Notes and the other Senior Indebtedness to be purchased equal to such Excess Proceeds. The Company may satisfy its obligations under this covenant with respect to the Net Cash Proceeds of an Asset Sale by making an Asset Sale Offer prior to the expiration of the relevant period set forth above.

The Company may, however, defer an Asset Sale Offer until there is an aggregate amount of Excess Proceeds from one or more Asset Sales equal to or in excess of US$50.0 million (or the equivalent in other currencies). At that time, the entire amount of Excess Proceeds, and not just the amount in excess of US$50.0 million (or the equivalent in other currencies), will be applied as required pursuant to this covenant.

Pending application in accordance with this covenant, (i) at any time prior to the release of Collateral as described in clause (1) of "—Collateral Release", Net Cash Proceeds received from the Asset Sale of any Collateral shall promptly be deposited into an account under the Existing Trusts pledged for the benefit of the Secured Parties, for the purposes and subject to the terms and conditions described in this covenant and (ii) thereafter. Net Cash Proceeds may be invested in Cash Equivalents.

Each notice of an Asset Sale Offer will state, among other things, the purchase date, which must be at least ten (10) and not more than sixty (60) days from the date the notice is given, other than as may be required by law (the "Asset Sale Offer Payment Date"). Upon receiving notice of an Asset Sale Offer, Holders may elect to tender their Notes in whole or in part in integral multiples of US$1,000 in exchange for cash; provided that the principal amount of such tendering Holder's Note will not be less than US$2,000.

On the Business Day immediately preceding the Asset Sale Offer Payment Date, the Company will, to the extent lawful, deposit with the paying agent funds in an amount equal to the Asset Sale Offer Amount in respect of all Notes or portions thereof so tendered.

On the Asset Sale Offer Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Asset Sale Offer; and

(2) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company.

To the extent that Holders of Notes and holders of other Senior Indebtedness, if any, which are the subject of an Asset Sale Offer properly tender and do not withdraw Notes or the other Senior Indebtedness in an aggregate amount exceeding the amount of Excess Proceeds, the Company will purchase the Notes and the other Senior Indebtedness on a pro rata basis (based on amounts tendered). If only a portion of a Note is purchased pursuant to an Asset Sale Offer, a new Note in an authorized principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate). Notes (or portions thereof) purchased pursuant to an Asset Sale Offer will be cancelled and cannot be reissued.

Upon completion of an Asset Sale Offer, the amount of Net Cash Proceeds will be reset at zero. Accordingly, to the extent that the aggregate amount of Notes and other Senior Indebtedness tendered pursuant to an Asset Sale Offer is less than the aggregate amount of Excess Proceeds, the Company and its Restricted Subsidiaries may use any remaining Net Cash Proceeds in any manner not prohibited by the Indenture.

If at any time any non-cash consideration received by the Company or any Restricted Subsidiary, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any non-cash consideration), the conversion or disposition will be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof will be applied in accordance with this covenant within 365 days of conversion or disposition (subject to deferral and extension as described above).

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent any such rule, laws and regulations are applicable in connection with the purchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with the "Asset Sale" provisions of the Indenture, the Company will comply with these laws and regulations and will not be deemed to have breached its obligations under the "Asset Sale" provisions of the Indenture by doing so.

Non-Core Asset Sales

Notwithstanding anything to the contrary in "—Limitation on Asset Sales", so long as no Event of Default has occurred and is continuing, any Net Cash Proceeds resulting from any Non-Core Asset Sales shall not trigger an Asset Sale Offer, and shall be allocated to the Company to be applied (i) prior to the earlier of the Romina Full Funding Date and June 30, 2026, to fund the Romina Capex Reserve Account, as set forth under "—Romina Capex Reserve Account," and (ii) thereafter, as unrestricted cash.

Limitation on Sale and Leaseback Transactions

The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any property or asset unless:

(1) the Company or the Restricted Subsidiary would be entitled to:

(A) Incur Indebtedness in an amount equal to the Attributable Indebtedness with respect to such Sale and Leaseback Transaction pursuant to the covenant described under the caption "— Limitation on Incurrence of Additional Indebtedness," and

(B) create a Lien on such property or asset securing such Attributable Indebtedness without equally and ratably securing the Notes pursuant to the covenant described under the caption "—Limitation on Liens," in which case, the corresponding Indebtedness and Lien will be deemed incurred pursuant to those provisions, and

(2) the Company complies with the covenant described under the caption "—Limitation on Asset Sales" in respect of such transaction.

Limitation on Designation of Unrestricted Subsidiaries

The Company may designate after the Issue Date any Subsidiary of the Company as an "Unrestricted Subsidiary" under the Indenture (an "Unrestricted Subsidiary Designation") only if:

(1) no Default or Event of Default has occurred and is continuing at the time of or after giving effect to such Unrestricted Subsidiary Designation and any transactions between the Company or any of its Restricted Subsidiaries and such Unrestricted Subsidiary are in compliance with "—Limitation on Transactions with Affiliates"; and

(2) the Company would be permitted to make an Investment at the time of such Unrestricted Subsidiary Designation (assuming the effectiveness of such Unrestricted Subsidiary Designation and treating such Unrestricted Subsidiary Designation as an Investment at the time of such Unrestricted Subsidiary Designation) as a Restricted Payment pursuant to the first paragraph of "—Limitation on Restricted Payments" or a Permitted Investment in an amount (the "Designation Amount") equal to the amount of the Company's Investment in such Subsidiary on such date.

The Company may revoke any Unrestricted Subsidiary Designation of a Subsidiary as an Unrestricted Subsidiary (a "Revocation") only if:

(1) no Default or Event of Default has occurred and is continuing at the time of and after giving effect to such Revocation; and

(2) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation would, if Incurred at such time, have been permitted to be Incurred for all purposes of the Indenture.

Upon a Restricted Subsidiary becoming an Unrestricted Subsidiary:

(1) all existing Investments of the Company and the Restricted Subsidiaries therein (valued at the Company's proportional share of the fair market value of its assets less liabilities) will be deemed made at that time;

(2) all existing Capital Stock or Indebtedness of the Company or a Restricted Subsidiary held by it will be deemed Incurred at that time, and all Liens on property of the Company or a Restricted Subsidiary held by it will be deemed Incurred at that time;

(3) all existing transactions between it and the Company or any Restricted Subsidiary will be deemed entered into at that time;

(4) it is released at that time from its Subsidiary Guarantee, if any; and

(5) it will cease to be subject to the provisions of the Indenture as a Restricted Subsidiary.

Upon an Unrestricted Subsidiary becoming, or being deemed to become, a Restricted Subsidiary:

(1) all of its Indebtedness and Disqualified or Preferred Stock will be deemed Incurred at that time for purposes of "—Limitation on Incurrence of Additional Indebtedness";

(2) Investments therein previously charged under "Limitation on Restricted Payments" will be credited thereunder;

(3) it may be required to issue a Subsidiary Guarantee; and

(4) it will thenceforward be subject to the provisions of the Indenture as a Restricted Subsidiary.

The designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be deemed to include the designation of all of the Subsidiaries of such Subsidiary. All Unrestricted Subsidiary Designations and Revocations, other than those made on the Issue Date pursuant to the Indenture must be evidenced by Board Resolutions of the Company's Board of Directors and an Officer's Certificate, delivered to the Trustee certifying compliance with the preceding provisions.

Limitation on Designation of Non-Guarantor Restricted Subsidiaries

The Company may designate at any time after the Issue Date any Subsidiary Guarantor as a "Non-Guarantor Restricted Subsidiary" under the Indenture (a "Non-Guarantor Designation") only if:

(1) no Default or Event of Default has occurred and is continuing at the time of or after giving effect to such Non-Guarantor Designation;

(2) the Company determines in good faith, at the time of such Non-Guarantor Designation, that such Subsidiary Guarantor is not a Significant Subsidiary based on the most recent consolidated financial statements of the Company provided to the Trustee pursuant to "—Covenants—Reports to Holders" (or required to be provided thereunder); and

(3) after giving effect to such Non-Guarantor Designation, (i) the total assets of all Non-Guarantor Restricted Subsidiaries (measured on a combined basis) as of the last day of the relevant fiscal quarter is less than 15.0% of the Company's consolidated total assets, and (ii) the total Adjusted EBITDA of all Non-Guarantor Restricted Subsidiaries (measured on a combined basis) for the relevant fiscal quarter is less than 15.0% of the Company's consolidated Adjusted EBITDA, in each of (3)(i) and (3)(ii) on a pro forma basis to give effect to any acquisition or disposition of companies, divisions, lines of businesses, assets or operations by the Company and its Restricted Subsidiaries subsequent to the last day of such fiscal quarter and on or prior to the date of such Non-Guarantor Designation.

Upon a Subsidiary Guarantor becoming a Non-Guarantor Restricted Subsidiary, any Subsidiary Guarantee previously provided by such Subsidiary Guarantor will be automatically and unconditionally released (and thereupon shall terminate and be discharged and be of no further force and effect).

The designation of a Subsidiary Guarantor as a Non-Guarantor Restricted Subsidiary will be deemed to include the designation of all of the Subsidiaries of such Subsidiary Guarantor as Non-Guarantor Restricted Subsidiaries. All Non-Guarantor Designations must be evidenced by Board Resolutions of the Company's Board of Directors and an Officers' Certificate, delivered to the Trustee certifying compliance with the preceding provisions; provided, however that all Subsidiaries of the Company that are not Subsidiary Guarantors as of the Issue Date shall automatically be designated as Non-Guarantor Restricted Subsidiaries on the Issue Date. Any Non-Guarantor Designation shall automatically be revoked if such Subsidiary provides a Subsidiary Guarantee.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

(a) Except as provided in paragraph (b) below, the Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on or in respect of its Capital Stock to the Company or any other Restricted Subsidiary or pay any Indebtedness owed to the Company or any other Restricted Subsidiary;

(2) make loans or advances to, or Guarantee any Indebtedness or other obligations of, or make any Investment in, the Company or any other Restricted Subsidiary; or

(3) transfer any of its property or assets to the Company or any other Restricted Subsidiary.

(b) Paragraph (a) above of this covenant will not apply to encumbrances or restrictions existing under or by reason of:

(1) applicable law, rule, regulation or order;

(2) the Indenture, the Notes Documents, the Existing 2030 Notes and any security documents related thereto or the Subsidiary Guarantees;

(3) the terms of any Indebtedness outstanding on the Issue Date;

(4) the terms of any binding agreement with respect to any Restricted Subsidiary relating to its Capital Stock or assets in effect on the Issue Date, and any amendments or restatements thereof; provided that any amendment or restatement is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Issue Date;

(5) restrictions on the transfer of assets subject to any Permitted Lien;

(6) customary provisions restricting the ability of any Restricted Subsidiary to undertake any action described in clauses (a)(1) through (a)(3) above in joint venture agreements and other similar agreements entered into in the ordinary course of business and with the approval of the Company's Board of Directors;

(7) customary restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business;

(8) customary non-assignment provisions of any license agreement or other contract and customary provisions restricting assignment or subletting in any lease governing a leasehold interest of any Restricted Subsidiary, or any customary restriction on the ability of a Restricted Subsidiary to dividend, distribute or otherwise transfer any asset that is subject to a Lien that secures Indebtedness, in each case permitted to be Incurred under the Indenture;

(9) restrictions with respect to a Restricted Subsidiary of the Company imposed pursuant to a binding agreement which has been entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary; provided that such restrictions apply solely to the Capital Stock or assets of such Restricted Subsidiary being sold;

(10) customary restrictions imposed on the transfer of copyrighted or patented materials;

(11) Indebtedness permitted to be incurred pursuant to clause 2(m) under "—Covenants—Limitation of Incurrence of Additional Indebtedness" that impose encumbrances and restrictions on the assets so acquired or subject to the lease;

(12) restrictions (A) with respect to any Person, or to the property or assets of any Person, at the time the Person is acquired by the Company or any Restricted Subsidiary, or (B) with respect to any Unrestricted Subsidiary at the time it is designated or is deemed to become a Restricted Subsidiary, which encumbrances or restrictions (i) are not applicable to any other Person or the property or assets of any other Person and (ii) were not put in place in anticipation of such event and any extensions, renewals, replacements or refinancings of any of the foregoing, provided that the encumbrances and restrictions in the extension, renewal, replacement or refinancing are, taken as a whole, no less favorable in any material respect to the noteholders than the encumbrances or restrictions being extended, renewed, replaced or refinanced; and

(13) an agreement that amends, extends, renews, refinances or replaces an agreement referred to in clauses (1)-(12) of this paragraph (b); provided that such agreement is, taken as a whole, not materially more restrictive with respect to such encumbrances or restrictions than those contained in the agreement that it amends, extends, renews, refinances or replaces.

Limitation on Liens

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Liens of any kind against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, to secure any Indebtedness or trade payables, unless contemporaneously therewith effective provision is made to secure the Notes, the Subsidiary Guarantees and all other amounts due under the Indenture equally and ratably with such Indebtedness or other obligation (or, in the event that such Indebtedness is subordinated in right of payment to the Notes or the Subsidiary Guarantees prior to such Indebtedness or other obligation) with a Lien on the same properties and assets securing such Indebtedness or other obligation for so long as such Indebtedness or other obligation is secured by such Lien; except that the foregoing provisions shall not apply to (without duplication): (a) in the case of any property or asset that does not constitute Collateral, any Permitted Lien and (b) in the case of any property or asset that constitutes Collateral, Permitted Collateral Liens or Rights over Collateral.

Limitation on Merger, Consolidation and Sale of Assets

The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person (whether or not the Company is the surviving or continuing Person), or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's properties and assets (determined on a consolidated basis for the Company and its Restricted Subsidiaries) to any Person unless:

(a) either:

(1) the Company is the surviving or continuing Person; or

(2) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "Surviving Entity"):

(A) is a corporation organized and validly existing under the laws of Peru or a Qualified Merger Jurisdiction; and

(B) expressly assumes, by supplemental indenture, executed and delivered to the Trustee, the due and punctual payment of all amounts payable pursuant to the Indenture and the principal of, and premium, if any, and interest on all of the Notes and the performance and observance of the covenants of the Notes and the Indenture on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction and the assumption contemplated by clause (a)(2)(B) above (including giving effect on a pro forma basis to any Indebtedness (including any Acquired Indebtedness) Incurred or anticipated to be Incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be:

(A) will be able to Incur at least US$1.00 of additional Indebtedness pursuant to clause (1) of "Limitation on Incurrence of Additional Indebtedness"; or

(B) the Consolidated Interest Coverage Ratio for the Surviving Entity would be equal to or higher than the Consolidated Interest Coverage Ratio for the Company immediately prior to such transaction, and the Consolidated Debt to EBITDA Ratio for the Surviving Entity would be equal to or lower than Consolidated Debt to EBITDA Ratio for the Company immediately prior to such transaction.

(c) immediately before and immediately after giving effect to such transaction and the assumption contemplated by clause (a)(2)(B) above (including, without limitation, giving effect on a pro forma

basis to any Indebtedness (including any Acquired Indebtedness) Incurred or anticipated to be Incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default has occurred or is continuing;

(d) if the surviving or continuing Person is not the Company, each Subsidiary Guarantor has confirmed by supplemental indenture that its Subsidiary Guarantee will apply to the Obligations of the Surviving Entity in respect of the Indenture and the Notes; and

(e) the Company or the Surviving Entity has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that the consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if required in connection with such transaction, the supplemental indenture(s), if any, comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to the transaction and the execution of the supplemental indenture(s), if any, have been satisfied.

For purposes of this covenant, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Company (determined on a consolidated basis for the Company and its Restricted Subsidiaries), will be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The provisions of clause (b) above will not apply to any merger or consolidation of the Company into an Affiliate of the Company incorporated solely for the purpose of reincorporating the Company in another jurisdiction so long as the Indebtedness of the Company and its Restricted Subsidiaries taken as a whole is not increased thereby.

The foregoing shall not apply to (i) any transfer of assets by the Company to any Subsidiary Guarantor or (ii) any transfer of assets among Subsidiary Guarantors. For the avoidance of doubt, the foregoing shall not apply to a contribution of Equity Interests held by any of the Company or the Subsidiary Guarantors in a Subsidiary (other than Compañía Minera Chungar and Empresa Administradora Cerro) to a Permitted Joint Venture for Fair Market Value, provided that all of the Company's or each Subsidiary Guarantors' respective Equity Interests in such Permitted Joint Venture are simultaneously pledged and perfected thereafter, subject to the terms herein, on a first-priority basis (subject to Permitted Collateral Liens or Rights over Collateral) or assigned in trust under the Equity Interests Trust Agreement as Collateral for the benefit of the Secured Parties.

Upon any consolidation, combination or merger or any transfer of all or substantially all of the properties and assets of the Company and its Restricted Subsidiaries in accordance with this covenant, in which the Company is not the continuing Person, the Surviving Entity formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture and the Notes with the same effect as if such Surviving Entity had been named as such and the Company shall be relieved of its obligations under the Indenture and the Notes. For the avoidance of doubt, compliance with this covenant will not affect the obligations of the Company (including a Surviving Entity, if applicable) under "—Change of Control Triggering Event" if applicable.

No Subsidiary Guarantor may consolidate with or merge with or into any Person, or sell, convey, transfer or dispose of, all or substantially all its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to any Person, or permit any Person to merge with or into the Subsidiary Guarantor unless:

(a) (i) the other Person is the Company or any Restricted Subsidiary that is a Subsidiary Guarantor or becomes a Subsidiary Guarantor concurrently with the transaction; or

(ii) (1) either (x) the Subsidiary Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person (if not such Subsidiary Guarantor) expressly assumes by supplemental indenture all of the obligations of the Subsidiary Guarantor under its Subsidiary Guarantee; and (2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(iii) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of the Subsidiary Guarantor (in each case other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture; and

(b) the Company or the surviving entity has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that the consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if required in connection with such transaction, the supplemental indenture, if any, comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to the transaction and the execution of the supplemental indenture, if any, have been satisfied.

Limitation on Transactions with Affiliates

(1) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each an "Affiliate Transaction"), unless the terms of such Affiliate Transaction are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company.

(2) Paragraph (1) above will not apply to:

(a) Affiliate Transactions with or among the Company and any Restricted Subsidiary or between or among Restricted Subsidiaries;

(b) reasonable fees and compensation paid to, and any indemnity provided on behalf of, officers, directors and employees of the Company or any Restricted Subsidiary;

(c) Affiliate Transactions undertaken pursuant to the terms of any agreement or arrangement to which the Company or any of its Restricted Subsidiaries is a party as of or on the Issue Date, as these agreements or arrangements may be amended, modified, supplemented, extended, renewed or replaced from time to time; provided that any future amendment, modification, supplement, extension, renewal or replacement entered into after the Issue Date will be permitted to the extent that its terms are not more materially disadvantageous to the Holders than the terms of the agreements or arrangements in effect on the Issue Date;

(d) the entering into of a customary agreement providing registration rights to the shareholders of the Company and the performance of such agreements;

(e) transactions or payments, including grants of securities, stock options and similar rights, pursuant to any employee, officer or director compensation or benefit plans or arrangements entered into in the ordinary course of business or approved by the Company's Board of Directors in good faith;

(f) any employment agreements entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(g) any Restricted Payments made in compliance with "—Limitation on Restricted Payments" and Permitted Investments;

(h) transactions with customers, clients, suppliers, or purchasers or sellers of goods or services that are Affiliates, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture, which are on terms no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company (as determined in good faith by the Board of Directors or senior management of the Company); and

(i) loans and advances to officers, directors and employees of the Company or any Restricted Subsidiary in the ordinary course of business and not exceeding US$3.0 million (or the equivalent in other currencies) outstanding at any one time.

Maintenance of Priority

The Company shall ensure that its payment obligations with respect to the Notes will constitute its direct, unconditional and general senior secured obligations and will rank senior or pari passu (except for Indebtedness that is subordinated in right of payment to the Notes) in priority of payment and in all other respects with respect to its

future Indebtedness, except for certain obligations that in case of the Company's insolvency or bankruptcy are granted preferential treatment pursuant to the laws of Peru.

Each Subsidiary Guarantor shall ensure that its payment obligations with respect to its Subsidiary Guarantee will constitute its direct, unconditional and general senior secured obligations and will rank senior or pari passu (except for Indebtedness that is subordinated in right of payment to its Subsidiary Guarantee) in priority of payment and in all other respects with respect to its future Indebtedness, except for certain obligations that in case of such Subsidiary Guarantor's insolvency or bankruptcy are granted preferential treatment pursuant to the laws of its jurisdiction of incorporation.

Conduct of Business

The Company and its Restricted Subsidiaries will not engage in any business other than a Permitted Business.

Anti-Layering

Neither the Company nor any Subsidiary Guarantor may Incur any Indebtedness that is subordinate in right of payment to other Indebtedness of the Company or any Subsidiary Guarantor unless such Indebtedness is also subordinate in right of payment to the Notes or the relevant Subsidiary Guarantee on substantially identical terms. This does not apply to distinctions between categories of Indebtedness that exist by reason of any Liens or Guarantees securing or in favor of some but not all of such Indebtedness.

Use of Proceeds

The Company will use the net proceeds from the offering as described under "Use of Proceeds."

Reports to Holders

For so long as the Notes remain outstanding, the Company will furnish or cause to be furnished to the Trustee and to the Holders of Notes upon such Holder's written request, copies of (or written notice of a password protected URL address providing access to) the following items in English:

- within sixty (60) days after the end of the first, second and third quarters of the Company's fiscal year ending December 31, quarterly unaudited financial statements (consolidated) prepared in accordance with IFRS of the Company for such period; and
- within one hundred and twenty (120) days after the end of the fiscal year of the Company commencing with the fiscal year ended December 31, 2025, annual audited financial statements (consolidated) prepared in accordance with IFRS of the Company for such fiscal year and a report on such annual financial statements by the Company's auditors.

Each such annual report will include a "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Beginning with the first full fiscal quarter ending after the Issue Date and for so long as the Notes remain outstanding, the Company shall use its commercially reasonable efforts, consistent with its judgment as to what is prudent at the time, to participate in quarterly conference calls (which may be a single conference call together with investors holding other securities of the Company or its Restricted Subsidiaries or with the Company's earnings calls) to discuss operating results and related matters. The Company shall issue a press release which will provide the date and time of any such call and will direct Holders to contact the investor relations office of the Issuer to obtain access to the conference call.

So long as any Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will furnish to the Trustee, upon its request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such reports shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's or any other Person's compliance with any of its covenants under the Indenture, the Notes or any Subsidiary Guarantee (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

The Trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, the Company's or any other Person's compliance with the covenants described above or with respect to any reports or other documents filed under the Indenture; provided, however, that nothing herein shall relieve the Trustee of any obligations to monitor the Company's timely delivery of all reports described in the second paragraph of this section "—Covenants —Reports to Holders."

Covenant Suspension

If on any date following the Issue Date (i) the Notes have Investment Grade Ratings from at least two of Fitch, Moody's and S&P, and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), the Company and its Restricted Subsidiaries will not be subject to the following covenants (collectively, the "Suspended Covenants"):

(1) "—Covenants—Limitation on Incurrence of Additional Indebtedness";

(2) "—Covenants—Limitation on Restricted Payments";

(3) "—Covenants—Limitation on Asset Sales";

(4) "—Covenants—Limitation on Designation of Unrestricted Subsidiaries";

(5) "—Covenants—Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(6) "—Covenants—Anti-Layering";

(7) "—Covenants—Maintenance of Priority";

(8) "—Covenants—Conduct of Business";

(9) Clause (b) of the first paragraph of "—Covenants—Limitation on Merger, Consolidation and Sale of Assets"; and

(10) "—Covenants—Limitation on Transactions with Affiliates."

In the event that the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants under the Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "Reversion Date") at least two of Fitch, Moody's or S&P no longer give the Notes an Investment Grade Rating, then the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under the Indenture.

The period of time between the occurrence of a Covenant Suspension Event and the Reversion Date is referred to in this description as the "Suspension Period." In the event of any such reinstatement, no action taken or omitted to be taken by the Company or any of its Restricted Subsidiaries in respect of the Suspended Covenants prior to such reinstatement will give rise to a Default or Event of Default under the Indenture; provided that (1) with respect to Restricted Payments made after any such reinstatement, the amount of Restricted Payments made will be calculated as though the covenant described under "—Covenants—Limitation on Restricted Payments" had been in effect prior to, but not during, the Suspension Period, provided further that any Subsidiaries designated as Unrestricted Subsidiaries during the Suspension Period shall automatically become Restricted Subsidiaries on the Reversion Date (subject to the Company's right to subsequently designate them as Unrestricted Subsidiaries pursuant to "—Covenants—Limitation on Designation of Unrestricted Subsidiaries"), and (2) all Indebtedness Incurred, or Disqualified Capital Stock or Preferred Stock issued, during the Suspension Period will be classified to have been Incurred or issued pursuant to clause (b) of the second paragraph of "—Covenants—Limitation on Incurrence of Additional Indebtedness."

No representation is made that the Notes will ever achieve or maintain Investment Grade Ratings. The Company shall send written notice to the Trustee upon the commencement of any Suspension Period or the occurrence of any Reversion Date; provided that the failure to so notify the Trustee shall not be a default under the Indenture. The Trustee shall have no duty to monitor the ratings of the Notes, shall not be deemed to have any knowledge of the ratings of the Notes and shall have no duty to notify Holders of any Suspension Period or Reversion Date.

Notices

Notices to Holders of non-Global Notes will be mailed to them at their registered addresses. Notices to Holders of Global Notes will be given to DTC in accordance with its applicable procedures.

In addition, from and after the date the Notes are listed on the Euro MTF market of the Luxembourg Stock Exchange and so long as it is required by the rules of such exchange, all notices to Holders of Notes will be published in English by the Company on the website of the Luxembourg Stock Exchange at www.luxse.com.

Notices will be deemed to have been given on the date of delivery to DTC or mailing, as applicable, or of publication as aforesaid or, if published on different dates, on the date of the first such publication. The Trustee shall have no duty to oversee or confirm that a notice has been published in Luxembourg or with the Luxembourg Stock Exchange.

Events of Default

The following are "Events of Default" under the Indenture:

(1) default in the payment when due of the principal of or premium, if any, on (including, in each case, any related Additional Amounts) any Notes, including the failure to make a required payment to purchase Notes tendered pursuant to an optional redemption;

(2) default for thirty (30) days or more in the payment when due of interest (including any related Additional Amounts) on any Notes;

(3) the failure to perform or comply with any of the provisions described under "—Covenants—Limitation on Merger, Consolidation and Sale of Assets";

(4) default in the performance or breach of the obligations described under the caption "—Repurchase of Notes upon a Change of Control Triggering Event" and "—Covenants—Limitation on Asset Sales", and such default or breach continues for a period of thirty (30) consecutive days after written notice is received by the Company from the Trustee at the request of the Holders or from the Holders of 25% or more in aggregate principal amount of the outstanding Notes;

(5) the failure by the Company or any Restricted Subsidiary to comply with any other material covenant or agreement contained in the Indenture or the Notes for sixty (60) days or more after written notice to the Company thereof from the Trustee or to the Company and the Trustee from the Holders of at least 25% in aggregate principal amount of the outstanding Notes;

(6) default by the Company or any Restricted Subsidiary under any Indebtedness (whether such Indebtedness now exists or is created after the Issue Date) which:

  (a) is caused by a failure to pay principal of or premium, if any, or interest on such Indebtedness and continues following the expiration of any applicable grace period provided in such Indebtedness and has not been cured or waived; or

  (b) results in the acceleration of such Indebtedness prior to its Stated Maturity,

  and the principal or accreted amount of Indebtedness covered by clause (a) or (b) at the relevant time, aggregates US$30.0 million (or the equivalent in other currencies) or more;

(7) failure by the Company or any of its Restricted Subsidiaries to pay one or more final judgments against any of them, aggregating US$30.0 million (or the equivalent in other currencies) or more, which are not paid, discharged or stayed for a period of sixty (60) days or more (to the extent not covered by a reputable and creditworthy insurance company);

(8) certain events of bankruptcy, insolvency, concurso mercantil or quiebra affecting the Company or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary;

(9) except as permitted by the Indenture, any Subsidiary Guarantee of any Significant Subsidiary or group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary is held to be unenforceable or invalid in a judicial proceeding or ceases for any reason to be in full force and effect

or any such Subsidiary Guarantor or group of Subsidiary Guarantors denies or disaffirms its obligations under its Subsidiary Guarantee; or

(10) with respect to any material portion of the Collateral prior to the release of Collateral as described in clause (1) of "—Collateral Release", the Security Documents cease to be in full force and effect, or the Security Documents cease to give the Holders the Liens purported to be created thereby, or the Security Documents are declared null and void or the Company or any Subsidiary Guarantor denies in writing that it has any further liability under the Security Documents (in each case, other than in accordance with the terms of the Indenture or any of the Collateral Documents).

If an Event of Default (other than an Event of Default specified in clause (8) above with respect to the Company) has occurred and is continuing, the Trustee or the Holders of at least 25% in principal amount of outstanding Notes may declare the unpaid principal of and premium, if any, and accrued and unpaid interest on all the Notes to be immediately due and payable by notice in writing to the Company (and the Trustee if given by the Holders) specifying the Event of Default and that it is a "notice of acceleration." If an Event of Default specified in clause (8) above occurs with respect to the Company, then the unpaid principal of and premium, if any, and accrued and unpaid interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraph, the Holders of a majority in principal amount of the outstanding Notes may rescind and cancel such declaration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured or waived, except nonpayment of principal or interest that has become due solely because of the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and

(4) if the Company has paid the Trustee its compensation and reimbursed the Trustee for its expenses, disbursements and advances (including without limitation, reasonable and documented counsel fees and expenses) outstanding at that time.

No rescission will affect any subsequent Default or impair any rights relating thereto.

The Holders of a majority in principal amount of the outstanding Notes may waive any existing Default or Event of Default under the Indenture, and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any Notes.

The Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee indemnity and/or security reasonably satisfactory to it. Subject to all provisions of the Indenture and applicable law, the Holders of a majority in aggregate principal amount of the then outstanding Notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

No Holder of any Notes will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless:

(1) such Holder gives to the Trustee written notice of a continuing Event of Default;

(2) Holders of at least 25% in principal amount of the then outstanding Notes make a written request to pursue the remedy;

(3) such Holders provide to the Trustee satisfactory indemnity and/or security;

(4) the Trustee does not comply within sixty (60) days; and

(5) during such 60-day period the Holders of a majority in principal amount of the outstanding Notes do not give the Trustee a written direction which, in the opinion of the Trustee, is inconsistent with the request;

provided that a Holder of a Note may institute suit for enforcement of payment of the principal of and premium, if any, or interest on such Note on or after the respective due dates expressed in such Note.

The Company is required, within ten (10) Business Days of becoming aware of any Default or Event of Default, to deliver to the Trustee an Officer's Certificate describing such Default or Event of Default, the status thereof and what action the Company is taking or proposes to take in respect thereof. In addition, the Company is required to deliver to the Trustee, within one hundred and twenty (120) days after the end of each fiscal year, an Officer's Certificate indicating whether the signers thereof know of any Default or Event of Default that occurred during the previous fiscal year. In the absence of receipt by a responsible officer of the Trustee of an Officer's Certificate regarding any such notice of Default or Event of Default from the Company or written notice from any Holder of such Default or Event of Default, the Trustee shall not be deemed to have notice or be charged with knowledge of any Default or Event of Default. The Indenture provides that if a Default or Event of Default occurs and a responsible officer of the Trustee has received written notice thereof, the Trustee must give to each Holder notice of the Default or Event of Default within forty-five (45) days after the Trustee received written notice thereof. Except in the case of a Default or Event of Default in the payment of principal of, premium, if any, or interest on any Note, the Trustee may withhold notice if and so long as a committee of its trust officers in good faith determines that withholding notice is in the interests of the Holders.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have its obligations discharged with respect to the outstanding Notes and all obligations of the Subsidiary Guarantors discharged with respect to the Subsidiary Guarantees ("Legal Defeasance"). Legal Defeasance means that the Company will be deemed to have paid and discharged the entire indebtedness represented by the outstanding Notes on the 91st day after the deposit specified in clause (1) of the second following paragraph, except for:

(1) the rights of Holders to receive payments in respect of the principal of, premium, if any, and interest on, the Notes when such payments are due from the trust referred to below;

(2) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of transfer and exchange Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payments;

(3) the rights, powers, trusts, duties, immunities and indemnities of the Trustee and obligations of the Company and the Subsidiary Guarantors in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have its obligations released with respect to the covenants that are described under "—Covenants" (other than "Limitation on Merger, Consolidation and Sale of Assets") ("Covenant Defeasance") and thereafter any omission to comply with such obligations will not constitute a Default or Event of Default. In the event Covenant Defeasance occurs, certain events (other than non-payment and bankruptcy, receivership, reorganization and insolvency events with respect to the Company or any Significant Subsidiary) described under "—Events of Default" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, (a) cash in U.S. dollars, (b) certain direct non-callable obligations of, or guaranteed by, the United States, or (c) a combination thereof, in such amounts as will be sufficient without reinvestment (in the written opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants delivered to the Trustee; provided, however that such written opinion will not be required if the Company has irrevocably deposited with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars in an amount sufficient without reinvestment) to pay the principal of, premium, if any, and interest (including Additional Amounts) on the Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(2) in the case of Legal Defeasance, the Company has delivered to the Trustee an Opinion of Counsel from U.S. counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Company to the effect that:

(a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(b) since the Issue Date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall state that, the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company has delivered to the Trustee an Opinion of Counsel from U.S. counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Company to the effect that the beneficial owners of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of the deposit pursuant to clause (1) of this paragraph (except any Default or Event of Default resulting from any failure to comply with "—Covenants—Limitation on Incurrence of Additional Indebtedness" as a result of the borrowing of the funds required to effect such deposit);

(5) the Company has delivered to the Trustee an Officer's Certificate stating that such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, the Indenture or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(6) the Company has delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or any Subsidiary of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

(7) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel from U.S. counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Company, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(8) the Company has delivered to the Trustee an Opinion of Counsel from U.S. counsel reasonably acceptable to the Trustee (subject to customary qualifications and exclusions) to the effect that the trust resulting from the deposit does not constitute, or is not qualified as, a regulated investment company under the Investment Company Act of 1940.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the Notes and the rights, powers, trusts, duties, immunities and indemnities of the Trustee and the obligations of the Company and the Subsidiary Guarantors in connection therewith, as expressly provided for in the Indenture) as to all outstanding Notes when:

(1) either:

(a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable or will become due and payable within one year, and the Company has irrevocably deposited or caused to be deposited with the Trustee (a) cash in U.S. dollars, (b) certain direct, non-callable obligations of, or guaranteed by, the United States or (c) a combination

thereof, sufficient without reinvestment (in the written opinion of a nationally recognized investment bank, appraisal firm or firm of independent accountants delivered to the Trustee; provided, however that such written opinion will not be required if the Company has irrevocably deposited or caused to be deposited with the Trustee cash in U.S. dollars in an amount sufficient without reinvestment) to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest on the Notes to the date of deposit (in the case of Notes that have become due and payable), or to the stated maturity or redemption date, as the case may be, together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment;

(2) the Company has paid all other sums payable by it under the Indenture and the Notes; and

(3) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Modification of the Notes Documents

From time to time, the Company, the Subsidiary Guarantors, the Trustee and the Notes Collateral Agent, as applicable, without the consent of the Holders, may amend, modify or supplement the Indenture, the Notes and the Intercreditor Agreement for the following purposes; provided that the Subsidiary Guarantors, other than the relevant Subsidiary Guarantor, need not execute a supplemental indenture executed pursuant to clause (3) below:

(1) to cure any ambiguity, defect or inconsistency contained therein;

(2) to provide for the assumption by a surviving entity of the obligations of the Company or a Subsidiary Guarantor under the Indenture;

(3) to add Subsidiary Guarantees or additional Guarantees or release a Subsidiary Guarantee in accordance with the terms of the Indenture;

(4) to add Collateral to secure the Notes;

(5) to add to the covenants of the Company for the benefit of the Holders or surrender any right or power conferred upon the Company;

(6) to provide for the issuance of Additional Notes in accordance with the Indenture;

(7) to evidence the replacement of the Trustee or the Notes Collateral Agent as provided for under the Indenture or the Intercreditor Agreement;

(8) if necessary, in connection with any release of any security permitted under the Indenture (including the release of Collateral as described in clause (1) of "—Collateral Release" and subject to the conditions thereunder);

(9) to make any other change that does not adversely affect the rights of any Holder in any material respect;

(10) to provide for uncertificated Notes in addition to or in place of certificated Notes; or

(11) to conform the text of the Indenture, the Subsidiary Guarantees or the Notes to any provision of this "Description of Notes," to the extent such provision was intended to be a verbatim recitation of the text of the Indenture, the Subsidiary Guarantees or the Notes (as applicable), which such intention shall be evidenced to the Trustee by delivery of an Officer's Certificate from the Company, upon which the Trustee may conclusively rely;

(12) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee, or to make such other provisions in regard to matters or questions arising under the Indenture or the Notes that shall not adversely affect the interests of any Holders;

(13) as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable requirements of law; or

(14) to amend the Intercreditor Agreement to include Additional Debt Facilities to the list of Additional First Lien Debt which may be secured by the Collateral and may be guaranteed by the Company and Subsidiary Guarantors on a senior basis and be subject to the terms of the Intercreditor Agreement, the Indenture and any other Additional First Lien Document.

From time to time, the Company, the Subsidiary Guarantors, the Trustee, to the extent applicable, the Notes Collateral Agent, without the consent of the Holders, may amend, modify or supplement the Security Documents, subject to the restrictions contained therein, for the following purposes:

(1) to cure any ambiguity, defect or inconsistency contained therein;

(2) to provide for the assumption by a surviving entity of the obligations of the Company or a Subsidiary Guarantor under the Indenture;

(3) to evidence the replacement of the Trustee or the Notes Collateral Agent as provided for under the Indenture or the Intercreditor Agreement; to effect administrative changes of a technical or immaterial nature;

(4) to provide additional guarantees for the Notes;

(5) to evidence the release of Liens granted in favor of the Trustee or any Secured Party in the Shared Collateral in accordance with the terms of the Indenture;

(6) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee, or to make such other provisions in regard to matters or questions arising under the Indenture or the Notes that shall not adversely affect the interests of any Holders;

(7) as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, including to effect the granting, perfection, protection, expansion or enhancement of any security interest in any property, or so that the security interests therein comply with applicable requirements of law;

(8) to cause such Collateral, Collateral Document, Subsidiary Guarantee, or other security document to be consistent with the Indenture, the Notes or the Intercreditor Agreement, as applicable;

(9) as may be required to give effect under the Security Documents to any amendment to the Intercreditor Agreement to include Additional Debt Facilities to the list of Additional First Lien Debt which may be secured by the Collateral and may be guaranteed by the Company and Subsidiary Guarantors on a senior basis and be subject to the terms of the Intercreditor Agreement, the Indenture and any other Additional First Lien Document; or

(10) as may be required to evidence or permit Liens of any Secured Party (including the Notes Secured Parties) in the Shared Collateral, to the extent permitted under the terms of the Indenture.

Other modifications to, amendments of, and supplements to, the Indenture, the Notes, the Subsidiary Guarantees or the Security Documents may be made with the consent of the Holders of a majority in principal amount of the then outstanding Notes issued under the Indenture and, with respect to any Collateral Document, subject to the restrictions contained therein, except that, without the consent of each Holder affected thereby, no amendment may:

(1) reduce the percentage of the principal amount of the outstanding Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest on any Notes (for the avoidance of doubt, changing the period provided for any repurchase or redemption notice under the Indenture and the Notes is not limited by this clause);

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption, or reduce the redemption price therefor (for the avoidance of doubt, changing the period provided for any repurchase or redemption notice under the Indenture and the Notes is not limited by this clause);

(4) make any Notes payable in money other than that stated in the Notes;

(5) make any change in provisions of the Indenture entitling each Holder to receive payment of principal of, premium, if any, and interest on such Notes on or after the due date thereof or to bring suit to enforce

such payment, or permitting Holders of a majority in principal amount of outstanding Notes to waive Defaults or Events of Default (other than a default in payment of principal or interest on any Note);

(6) amend, change or modify in any material respect the obligation of the Company to make and consummate a Change of Control Offer in respect of a Change of Control Triggering Event that has occurred or make and consummate an Asset Sale Offer with respect to any Asset Sale that has been consummated;

(7) make any change to or otherwise modify any provision of the Indenture or any other Notes Document governing or affecting the ranking, guarantee or subordination provisions of the Notes or the Subsidiary Guarantees, in each case, in a manner that adversely affects the rights of any Holder, except as permitted by the Indenture pursuant to clause (1) of "—Collateral Release";

(8) make any change in the provisions of the Indenture described under "—Additional Amounts" that adversely affects the rights of any Holder or amend the terms of the Notes in a way that would result in a loss of exemption from any applicable taxes;

(9) make any change to the provisions of the Indenture that would have the effect of releasing all or substantially all of the Liens securing the Notes, except as permitted by the Indenture pursuant to clause (1) of "—Collateral Release";

(10) (i) release all or substantially all of the Subsidiary Guarantees (or value thereof) or Subsidiary Guarantors from any of their obligations under their Guarantees or the Indenture while any Note remains outstanding, or (ii) amend, supplement, delete or otherwise modify any provision of the Indenture or any other Notes Document if the effect thereof would be to cause any such Subsidiary to cease to be subject to, or to not be required to comply with, all or substantially all of the negative covenants set forth in the Indenture on the Issue Date, except as permitted by the Indenture pursuant to clause (1) of "—Collateral Release";

(11) modify any payment waterfall or priority (whether prior to or after an Event of Default);

(12) subordinate any Lien on any Collateral, except as already permitted by the Indenture under the definition of "Permitted Collateral Liens or Rights over Collateral"; and

(13) modify any term of the Intercreditor Agreement or any other intercreditor agreement that would have the effect of making a change that would otherwise require the consent of the holder of each outstanding Note affected thereby.

In connection with any amendment, supplement or waiver, the trustee shall be entitled to receive an officers' certificate and an opinion of counsel, each stating that all conditions precedent to such amendment, supplement or waiver have been satisfied, that such amendment, supplement or waiver is authorized or permitted by the Indenture and, with respect to the opinion of counsel, that such amendment, supplement or waiver is the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

Governing Law; Jurisdiction

The Indenture, the Notes, the Subsidiary Guarantees and the Collateral Documents are or will be, as applicable, governed by and construed in accordance with the laws of the State of New York, and provide or will provide, as applicable, for the submission of the parties to the jurisdiction of the courts in the State of New York; *provided that* certain of the Collateral Documents are governed by the laws of Peru or the laws of Chile to the extent that the validity, perfection, effect of perfection or of non-perfection or priority of the security interests granted thereunder are governed by such other jurisdictions pursuant to applicable conflict of laws principles.

Each of the Company and the Subsidiary Guarantors will submit to the jurisdiction of the U.S. federal and New York state courts located in The City of New York, Borough of Manhattan and will appoint an agent for service of process with respect to any actions brought in these courts arising out of or based on the Notes Documents.

According to the laws of the State of New York, claims against the Company for the payment of principal of and premium, if any, and interest on the Notes must be made within six years from the due date for payment thereof.

The Trustee, the Notes Collateral Agent and the local collateral agents

The Bank of New York Mellon is the Trustee under the Indenture. The office of the Trustee at which its corporate trust business is principally administered is located at 240 Greenwich Street, New York, New York 10286, United States of America.

The Bank of New York Mellon is the Notes Collateral Agent under the Intercreditor Agreement.

The Bank of New York Mellon is the Applicable Authorized Representative and the Applicable Collateral Agent under the Intercreditor Agreement as of the New Issue Date and thereafter, as the Notes are expected to constitute the largest outstanding principal amount of any then outstanding Series of Secured Obligations, subject to the terms and conditions of the Intercreditor Agreement, as described herein.

Citibank del Perú S.A. is the Peruvian Collateral Agent under the Intercreditor Agreement.

TMF Chile Asesorías Empresariales Ltda. is the Chilean Collateral Agent under the Intercreditor Agreement.

The Company and the Subsidiary Guarantors may change the registrar, paying agent, registrar or transfer agent, or appoint an additional paying agent or transfer agent, in each case without prior notice to the Holders.

Except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

By accepting a Note, each Holder will be deemed to have:

(1) irrevocably appointed the Applicable Authorized Representative and the Applicable Collateral Agent to act as its agents under the Security Documents, as applicable, and any other relevant document;

(2) irrevocably authorized the Applicable Authorized Representative and the Applicable Collateral Agent to perform the duties and exercise the rights, powers and discretions that are specifically given to them under the Collateral Documents, together with any other incidental rights, powers and discretions and to execute each document expressed to be executed by the Applicable Authorized Representative or the Applicable Collateral Agent on its behalf;

(3) irrevocably appointed, for the benefit of their respective Secured Parties, the Peruvian Collateral Agent as collateral agent under their respective Collateral Documents; and

(4) irrevocably authorized and instructed the Chilean Collateral Agent, to execute and deliver the Chilean Collateral Agency Agreement, and to appoint itself as Chilean Collateral Agent, with authority to self-contract, in accordance with article 18 of Law No. 20,190 of the Republic of Chile, with broad authorities to represent the Secured Parties in the granting, amendment and release of any Security Documents, being entitled to negotiate all provisions thereunder, being of the essence, nature or merely incidental thereto; *provided* that the Chilean Collateral Agent so appointed is hereby authorized to sign one or more public instruments in Chile on behalf of the Secured Parties under the Intercreditor Agreement and the other relevant documents to which the security agent is a party (including, without limitation, the Security Documents).

No Personal Liability

No past, present or future incorporator, director, officer, employee, shareholder or controlling person, as such, of the Company or any Subsidiary Guarantor will have any liability for any obligations of the Company under the Notes, the Indenture or the Subsidiary Guarantee or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the U.S. federal securities laws, under Peruvian corporate law or Chilean corporate law.

Currency Indemnity

The Company, and each Subsidiary Guarantor, will pay all sums payable under the Indenture, the Notes or such Subsidiary Guarantee solely in U.S. Dollars. Any amount received or recovered in a currency other than U.S. Dollars by any payee, in respect of any sum expressed to be due to it from the Company or any Subsidiary Guarantor, will only constitute a discharge to the Company or any such Subsidiary Guarantor to the extent of the U.S. Dollar amount which such payee is able to purchase with the amount received or recovered in that other currency on the date of the receipt or recovery or, if it is not practicable to make the purchase on that date, on the first date on which such payee is able to do so. If the U.S. Dollar amount is less than the U.S. Dollar amount expressed to be due to the Trustee under the Indenture or any Holder under the Indenture or any Note, the Company, and any Subsidiary Guarantor, will indemnify such payee against any loss it sustains as a result. In any event, the Company and the Subsidiary Guarantors will indemnify each payee against the cost of making any purchase of U.S. Dollars. For the purposes of this paragraph, it will be sufficient for a payee to certify in a satisfactory manner that it would have suffered a loss had an actual purchase of U.S. Dollars been made with the amount received in that other currency on the date of receipt or recovery or, if it was not practicable to make the purchase on that date, on the first date on which it was able to do so. In addition, payees will also be required to certify in a satisfactory manner the need for a change of the purchase date.

The indemnities described above:

- constitute a separate and independent obligation from the other obligations of the Company and the Subsidiary Guarantors;
- will give rise to a separate and independent cause of action;
- will apply irrespective of any indulgence granted by any Holder or the Trustee; and
- will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Indenture, any Note or any Subsidiary Guarantee.

Listing

The Company will use its commercially reasonable efforts to maintain the listing of the Notes on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF market; *provided that* the Company may delist the Notes from the Luxembourg Stock Exchange in accordance with the rules of the exchange and seek an alternative admission to listing, trading and/or quotation for the Notes on a different section of the Luxembourg Stock Exchange or by such other listing authority, stock exchange and/or quotation system inside or outside the European Union as the Company's Board of Directors may decide.

Certain Definitions

The following sets forth certain of the defined terms used in the Indenture. Reference is made to the Indenture for full disclosure of all such terms, as well as any other terms used herein for which no definition is provided.

"*Acquired Indebtedness*" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Company or any of its Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person. Acquired Indebtedness will be deemed to have been Incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Company or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

"*Additional Amounts*" has the meaning set forth under "—Additional Amounts" above.

"*Additional Debt Facilities*" means, one or more debt facilities or indentures, supplemental indentures, loans, commercial paper facilities with banks, insurance companies or other institutional lenders providing for revolving credit loans, term loans, notes, letters of credit or other forms of guarantees and assurances or other credit facilities or extensions of credit, including overdrafts, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time and, for the avoidance of doubt, includes any agreement extending the maturity of, refinancing or restructuring all or any portion of the indebtedness under such agreements or any successor agreements, in each case, as permitted to be entered into pursuant to the terms and conditions described in "—Covenants—Limitation on Incurrence of Additional Indebtedness."

"*Additional First Lien Debt*" shall mean Indebtedness of the Company, a Subsidiary Guarantor or any Restricted Subsidiary that (i) ranks equally in right of payment and is secured ratably by Liens on the Collateral having the same priority as the Liens securing the Notes and the Existing 2030 Notes, (ii) is permitted to be incurred, secured and guaranteed on such basis by the Indenture and (iii) is subject to the Intercreditor Agreement. For the avoidance of doubt, the Notes shall not be deemed Additional First Lien Debt.

"*Additional First Lien Debt Collateral Agent*" has the meaning set forth under "Intercreditor Agreement" above.

"*Additional First Lien Debt Representative*" has the meaning set forth under "Intercreditor Agreement" above.

"*Additional First Lien Documents*" means, with respect to any series of Additional First Lien Debt, the notes, credit agreement, indentures, security documents and other operative agreements evidencing or governing such indebtedness and liens securing such indebtedness, including the Additional First Lien Security Documents and each other agreement entered into for the purpose of securing any series of Additional First Lien Debt.

"*Additional First Lien Secured Parties*" means the Additional First Lien Debt Representative, and the collateral agent, collateral trustee or similar representative for the holders of such Additional First Lien Debt, in each case, acting on behalf of the holders of such Additional First Lien Debt.

"*Additional First Lien Security Documents*" means any collateral agreement, security agreement or any other document now existing or entered into after the Issue Date that creates Liens on any assets or properties of the Company or of any of the Subsidiary Guarantors to secure the Obligations under Additional First Lien Debt as permitted by the Indenture and the Collateral Documents.

"*Additional Notes*" has the meaning set forth under "—Further Issues" above.

"*Affiliate*" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under common control with, such specified Person. Solely for purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Alpamarca*" means an open pit mine and mineral stockpiles and a concentrator plant owned by Compañía Minera Chungar producing zinc, silver, lead and copper related to the Romina Project.

"*Applicable Authorized Representative*" means the Authorized Representative of the Series of Secured Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of Secured Obligations; *provided that*, after the Non-Controlling Authorized Representative Enforcement Date, the Applicable Authorized Representative shall be the Major Non-Controlling Authorized Representative.

"*Applicable Collateral Agent*" means the agent appointed under the Intercreditor Agreement to act or refrain from acting (or instructing the local collateral agents to act) with respect to any Shared Collateral which after the Non-Controlling Authorized Representative Enforcement Date, shall be the collateral agent of the Series of Secured Obligations represented by the Major Non-Controlling Authorized Representative; *provided*, further, that in each case of a change in Applicable Collateral Agent, such change shall be effective upon receipt by the Peruvian Collateral Agent and the Chilean Collateral Agent of a notice of change of Applicable Collateral Agent from the new Applicable Collateral Agent, in the terms described in the Intercreditor Agreement, certifying as to the event or circumstance in this definition that has occurred to cause such change in Applicable Collateral Agent.

"*Asset Acquisition*" means:

(1) an Investment by the Company or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into the Company or any Restricted Subsidiary;

(2) the acquisition by the Company or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Company) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(3) any Revocation with respect to an Unrestricted Subsidiary.

"*Asset Sale*" means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease, assignment or other transfer, including, without limitation, a Sale and Leaseback Transaction (each, a "disposition"), by the Company or any Restricted Subsidiary of:

(a) any Capital Stock other than Capital Stock of the Company (other than directors' qualifying shares and shares issued to foreign nationals to the extent required by applicable law); or

(b) any property or assets (other than cash, Cash Equivalents or Capital Stock) of the Company or any Restricted Subsidiary.

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(1) the disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries as permitted under "—Covenants—Merger, Consolidation and Sale of Assets" or any disposition which constitutes a Change of Control;

(2) the sale of property or equipment that, in the reasonable determination of the Company, has become worn out, obsolete or damaged or otherwise unused in connection with the business of the Company or any Restricted Subsidiary;

(3) sales or other dispositions of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(4) for purposes of "—Covenants—Limitation on Asset Sales" only, the making of a Restricted Payment permitted under "—Covenants—Limitation on Restricted Payments" and any Permitted Investment;

(5) a disposition to the Company or a Restricted Subsidiary, including a Person that is or will become a Restricted Subsidiary immediately after the disposition;

(6) the creation of a Permitted Lien;

(7) dispositions of receivables and related assets or interests in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(8) (i) the licensing or sublicensing of intellectual property or other general intangibles, including entering into cross-licensing arrangements, in the ordinary course of business and (ii) the abandonment or other disposition of intellectual property that is, in the reasonable judgment of management of the Company or the relevant Restricted Subsidiary, no longer economically convenient to maintain or useful in the conduct of the Permitted Business;

(9) any sale of Capital Stock in, or Indebtedness of other securities of, an Unrestricted Subsidiary;

(10) a Sale and Leaseback Transaction permitted under the proviso at the end of "—Covenants—Limitation on Sale and Leaseback Transactions";

(11) the good faith surrender or waiver of contract rights, tort claims or statutory rights in connection with a settlement;

(12) the lease, assignment, licensing or sub-lease or sub-licensing of any real or personal property in the ordinary course of business;

(13) a Non-Core Asset Sale; and

(14) any other transaction or series of related transactions involving a disposition of property or assets with a Fair Market Value of not more than US$500,000 (or the equivalent in other currencies).

For the avoidance doubt, any sale, disposition or other transfer of Collateral shall constitute an Asset Sale and be subject to the provisions under "—Covenants—Limitation on Asset Sales," with the exception of a Non-Core Asset Sale.

"*Asset Sale Offer*" has the meaning set forth under "—Covenants—Limitation on Asset Sales."

"*Asset Sale Offer Amount*" has the meaning set forth under "—Covenants—Limitation on Asset Sales."

"*Asset Sale Offer Payment Date*" has the meaning set forth under "—Covenants—Limitation on Asset Sales."

"*Asset Sale Transaction*" means any Asset Sale and, whether or not constituting an Asset Sale, (1) any sale or other disposition of Capital Stock, (2) any designation with respect to an Unrestricted Subsidiary and (3) any sale or other disposition of property or assets excluded from the definition of Asset Sale by clause (4) of that definition.

"*Attributable Indebtedness*" means, in respect of a Sale and Leaseback Transaction the present value, discounted at the interest rate implicit in the Sale and Leaseback Transaction, of the total obligations of the lessee for rental payments during the remaining term of the lease in the Sale and Leaseback Transaction.

"*Authorized Representative*" means, at any time, (i) in the case of the Notes and upon the execution of the Joinder Agreement to the Intercreditor Agreement and subject to the conditions therein, the Trustee, (ii) in the case of the Existing 2030 Notes, the Existing 2030 Notes Trustee and (iii) in the case of any Series of Additional First Lien Debt or Additional First Lien Secured Parties that become subject to the Intercreditor Agreement after the Issue Date, the Additional First Lien Debt Representative named for such Series in the applicable Joinder Agreement.

"*Bankruptcy Code*" means Title 11 of the United States Code, as amended.

"*Bankruptcy Law*" means the Bankruptcy Code of the United States of America, the Peruvian Bankruptcy Law, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States, Peru or other applicable jurisdictions from time to time in effect.

"*Board of Directors*" means, with respect to any Person, the board of directors or similar governing body of such Person or any duly authorized committee thereof.

"*Board Resolution*" means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"*Business Day*" means a day other than a Saturday, Sunday or any day on which banking institutions are authorized or required by law to close in New York City, United States or in Lima, Peru.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated and whether or not voting) of equity of such Person, including each class of Common Stock, Preferred Stock, limited liability interests or partnership interests, but excluding any debt securities convertible into such equity.

"*Capitalized Lease Obligations*" means an obligation that would have been required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with IFRS as of the Issue Date. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined in accordance with IFRS, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"*Cash Equivalents*" shall mean:

(1) United States dollars, Peruvian soles, or the local currencies of the countries of incorporation of the Subsidiary Guarantors held by the Company or any Restricted Subsidiary from time to time;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than 12 months from the date of acquisition;

(3) certificates of deposit, demand and time deposits and Eurodollar time deposits with maturities of 12 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any commercial bank having capital and surplus in excess of US$250 million and the outstanding indebtedness of which is rated at least "A-2" by S&P, at least "P-2" by Moody's or at least "F-2" by Fitch (or the equivalent of such rating by such rating organization, or, if no rating of S&P, Moody's or Fitch then exists because none of the foregoing then rates obligations of the type described in this clause, the equivalent of such rating by any other United States nationally recognized securities rating agency);

(4) commercial paper having one of the two highest rating categories obtainable from either Moody's or S&P and in each case maturing within 12 months after the date of acquisition;

(5) readily marketable direct obligations issued by any state of the United States or any political subdivision thereof, in either case having one of the two highest rating categories obtainable from either Moody's or S&P and in each case maturing within 12 months after the date of acquisition; and

(6) money market funds that invest primarily in securities described in clauses (1) through (5) of this definition.

"*Change of Control*" means the occurrence of any of the following events:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (including any "person" or "group" (as such terms are used in Sections 13(d)(3) and 14(d) of the Exchange Act or any successor provisions to any of the foregoing)) other than to one or more Permitted Holders;

(2) the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that the Permitted Holders cease to be (x) the "beneficial owners" (as defined in Rules 13d 3 and 13d 5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares or (y) have the ability to control the management or policies of the Company or appoint a majority of the members of the Board of Directors of the Company; or

(3) the adoption of a plan relating to the liquidation or dissolution of the Company.

"*Change of Control Offer*" has the meaning set forth under "—Change of Control Triggering Event."

"*Change of Control Payment*" has the meaning set forth under "—Change of Control Triggering Event."

"*Change of Control Payment Date*" has the meaning set forth under "—Change of Control Triggering Event."

"*Change of Control Triggering Event*" means the occurrence of both a Change of Control and a Rating Decline.

"*Chilean Collateral Agent*" means TMF Chile Asesorías Empresariales Ltda. or any successor thereto.

"*Chilean Collateral Agency Agreement*" means the Chilean law-governed collateral agency agreement (*contrato de agencia de garantías)*, granted by way of public deed on July 24, 2024 by and between the Company and the Chilean Collateral Agent, as amended by way of public deed on or about the Issue Date.

"*Chilean Share Pledge Agreement*" has the meaning set forth under "—Collateral."

"*Collateral*" means the assets that are secured by and subject to Liens created by the Security Documents as described under "—Collateral," including as of the Issue Date.

"*Collateral Agents*" means (i) in the case of the Notes, the Notes Collateral Agent, (ii) in the case of the Existing 2030 Notes, the Existing 2030 Notes Collateral Agent and (iii) in case of any Series of Additional First Lien Debt that become subject to the Intercreditor Agreement, the Additional First Lien Debt Collateral Agent for such Series named in the applicable Joinder Agreement

"Collateral Documents" means collectively, (i) the Intercreditor Agreement, (ii) the Security Documents and (iii) the Additional First Lien Security Documents.

"*Commodity Agreement*" means, with respect to any Person, any commodity swap agreement, commodity cap agreement, commodity collar agreement, commodity or raw material futures contract or any other agreement as to which such Person is a party designed to manage commodity risk of such Person.

"*Common Stock*" means, with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common equity interests, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common equity interests.

"*Compañía Hidroeléctrica Tingo"* means Compañía Hidroeléctrica Tingo S.A.

"*Compañía Industrial Huacho*" means Compañía Industrial Limitada de Huacho S.A.

"*Compañía Minera Chungar*" means Compañía Minera Chungar S.A.C.

"*Consolidated Adjusted EBITDA*" means, with respect to any Person for any period, Consolidated Net Income for such Person for such period, plus the following (without duplication) to the extent deducted or added in calculating such Consolidated Net Income for such period:

(1) Consolidated Interest Expense for such Person;

(2) Consolidated Income Tax Expense for such Person;

(3) Consolidated Non-cash Charges for such Person;

(4) any non-operating and/or non-recurring charges, expenses or losses of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) for such period;

(5) all fees, costs and expenses incurred in connection with the offering of the Notes as disclosed under "Use of Proceeds"; and

(6) any net loss from disposed or discontinued operations.

less (x) all non-cash credits and gains increasing Consolidated Net Income for such Person for such period, (y) all cash payments made by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) during such period relating to non-cash charges that were added back in determining Consolidated Adjusted EBITDA in any prior period and (z) non-operating and/or non-recurring income or gains (less all fees and expenses related thereto) increasing Consolidated Net Income of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) for such period.

Notwithstanding the foregoing, to the extent not otherwise already included, the items specified in clauses (1) through (6) above for any Subsidiary (Restricted Subsidiary in the case of the Company) will be added to Consolidated Net Income in calculating Consolidated Adjusted EBITDA for any period:

(a) in proportion to the percentage of the total Capital Stock of such Subsidiary (Restricted Subsidiary in the case of the Company) held directly or indirectly by such Person at the date of determination; and

(b) to the extent that a corresponding amount would be permitted at the date of determination to be distributed to such Person by such Subsidiary (Restricted Subsidiary in the case of the Company) pursuant to its charter and bylaws (*estatutos sociales*) and each law, regulation, agreement or judgment applicable to such distribution.

"*Consolidated Debt to EBITDA Ratio*" means, with respect to any Person as of any date of determination, the ratio of the aggregate amount of Consolidated Indebtedness for such Person as of such date to Consolidated Adjusted EBITDA for such Person for the Four Quarter Period.

For purposes of this definition, Consolidated Indebtedness and Consolidated Adjusted EBITDA will be calculated after giving effect on a pro forma basis in good faith for the period of such calculation for the following:

(1) the Incurrence, repayment or redemption of any Indebtedness (including Acquired Indebtedness) of such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company), and the application of the proceeds thereof, including the Incurrence of any Indebtedness (including Acquired Indebtedness), and the application of the proceeds thereof, giving rise to the need to make such determination, occurring during such Four Quarter Period or at any time subsequent to the last day of such Four Quarter Period and prior to or on such date of determination, to the extent, in the case of an Incurrence, such Indebtedness is outstanding on the date of determination, as if such Incurrence, and the application of the proceeds thereof, repayment or redemption occurred on the first day of such Four Quarter Period;

(2) any Asset Sale Transaction or Asset Acquisition by such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company), including any Asset Sale or Asset Acquisition giving rise to the need to make such determination, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and prior to or on such date of determination, as

if such Asset Sale Transaction or Asset Acquisition occurred on the first day of the Four Quarter Period; and

(3) in the case of the Company and the Subsidiary Guarantors, any reductions in net Indebtedness due to Investments made pursuant to clause (2) of "Permitted Investments" that are held as of the time of such calculation.

For purposes of making such pro forma computation, the amount of Indebtedness under any revolving credit facility will be computed based on:

(a) the average daily balance of such Indebtedness during such Four Quarter Period; or

(b) if such facility was created after the end of such Four Quarter Period, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation,

in each case giving pro forma effect to any borrowings related to any transaction referred to in clause (2) above.

"*Consolidated Interest Coverage Ratio*" means, with respect to any Person as of any date of determination, the ratio of the aggregate amount of Consolidated Adjusted EBITDA of such Person for the four most recent full fiscal quarters for which financial statements are available ending prior to the date of such determination (the "Four Quarter Period") to Consolidated Interest Expense for such Person for such Four Quarter Period. For purposes of this definition, Consolidated Adjusted EBITDA and Consolidated Interest Expense will be calculated after giving effect on a pro forma basis in good faith for the period of such calculation for the following:

(1) the Incurrence, repayment or redemption of any Indebtedness (including Acquired Indebtedness) of such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company) and the application of the proceeds thereof, including the Incurrence of any Indebtedness (including Acquired Indebtedness), and the application of the proceeds thereof, giving rise to the need to make such determination, occurring during such Four Quarter Period and at any time subsequent to the last day of such Four Quarter Period and prior to or on such date of determination, as if such Incurrence, and the application of the proceeds thereof, repayment or redemption occurred on the first day of such Four Quarter Period;

(2) any Asset Sale Transaction or Asset Acquisition by such Person or any of its Subsidiaries (Restricted Subsidiaries in the case of the Company), including any Asset Sale or Asset Acquisition giving rise to the need to make such determination, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and prior to or on such date of determination, as if such Asset Sale Transaction or Asset Acquisition occurred on the first day of such Four Quarter Period;

(3) the Consolidated Adjusted EBITDA attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the date of determination, will be excluded;

(4) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the date of determination, will be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the specified Person or any of its Restricted Subsidiaries following the date of determination;

(5) any Person that is a Restricted Subsidiary on the date of determination or that becomes a Restricted Subsidiary on the date of determination will be deemed to have been a Restricted Subsidiary at all times during such Four Quarter Period; and

(6) any Person that is not a Restricted Subsidiary on the date of determination or would cease to be a Restricted Subsidiary on the date of determination will be deemed not to have been a Restricted Subsidiary at any time during such Four Quarter Period.

For purposes of making such pro forma computation:

(a) interest on any Indebtedness bearing a floating rate of interest will be calculated as if the rate in effect on the applicable date of determination had been the applicable rate for the entire Four Quarter Period (taking into account any Interest Rate Agreements applicable to such Indebtedness);

(b) interest on any Indebtedness under a revolving credit facility will be computed based upon the average daily balance of such Indebtedness during such Four Quarter Period, or if such facility was created after the end of such Four Quarter Period, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation; and

(c) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, will be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate.

"*Consolidated Income Tax Expense*" means, with respect to any Person for any period, the provision for federal, state, local and any other income taxes payable by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) for such period as determined on a consolidated basis in accordance with IFRS.

"*Consolidated Indebtedness*" means, with respect to any Person as of any date of determination, an amount equal to the aggregate amount (without duplication) of all Indebtedness of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) outstanding at such time determined in accordance with IFRS and as set forth in the most recent consolidated balance sheet of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company).

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the sum (without duplication) determined on a consolidated basis in accordance with IFRS of, net of any interest income:

(1) the aggregate of cash and non-cash interest expense of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) for such period determined on a consolidated basis in accordance with IFRS, including, without limitation, the following (whether or not interest expense in accordance with IFRS):

(a) any amortization or accretion of debt discount or any interest paid on Indebtedness of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) in the form of additional Indebtedness;

(b) any amortization of deferred financing costs;

(c) the net costs under Hedging Obligations (including amortization of fees) in respect of Indebtedness or that are otherwise treated as interest expense or equivalent under IFRS; provided that if Hedging Obligations result in net benefits rather than costs, such benefits will be credited to reduce Consolidated Interest Expense unless, pursuant to IFRS, such net benefits are otherwise reflected as a cash gain in Consolidated Net Income;

(d) all capitalized interest;

(e) the interest portion of any deferred payment obligation;

(f) commissions, discounts and other fees and charges Incurred in respect of letters of credit or bankers' acceptances;

(g) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries (Restricted Subsidiaries in the case of the Company) or secured by a Lien on the assets of such Person or one of its Subsidiaries (Restricted Subsidiaries in the case of the Company), whether or not such Guarantee or Lien is called upon; and

(2) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) during such period; and

(3) the product of:

(x) cash and non-cash dividends paid, declared, accrued or accumulated on any Disqualified Capital Stock of the Company or a Restricted Subsidiary, except for dividends payable in

the Company's Qualified Capital Stock or paid to the Company or to a Restricted Subsidiary, and

(y) a fraction, the numerator of which is one and the denominator of which is one minus the sum of the currently effective combined Federal, state, local and foreign tax rate applicable to the Company and its Restricted Subsidiaries.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate net income (or loss) of such Person and its Subsidiaries (after deducting (or adding) the portion of such net income (or loss) attributable to minority interests in Subsidiaries of such Person) for such period on a consolidated basis, determined in accordance with IFRS; provided that there will be excluded therefrom to the extent reflected in such aggregate net income (loss):

(1) net after-tax gains or losses from Asset Sale Transactions or abandonments or reserves relating thereto;

(2) net after-tax items classified as extraordinary gains or losses or income or expenses or charges;

(3) the net income (or loss) of any Person, other than such Person and any Subsidiary of such Person (Restricted Subsidiary in the case of the Company); except that the Company's equity in the net income of any Person will be included up to the aggregate amount of cash actually distributed by such Person during such period to the Company or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in clause (4) below); and except further that the Company's equity in the net loss of any Person will be included to the extent such loss has been funded with cash from the Company or a Restricted Subsidiary;

(4) solely for the purpose of determining the amount available for Restricted Payments under clause (3)(A) of "—Covenants—Limitation on Restricted Payments," the net income (but not loss) of any Subsidiary of such Person (Restricted Subsidiary in the case of the Company) to the extent that a corresponding amount could not be distributed to such Person at the date of determination as a result of any restriction pursuant to the constituent documents of such Subsidiary (Restricted Subsidiary in the case of the Company) or any law, regulation, agreement or judgment applicable to any such distribution;

(5) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time following the Issue Date;

(6) any gain (or loss) from foreign exchange translation or change in net monetary position;

(7) any net gain or loss (after any offset) resulting in such period from Hedging Obligations entered into for bona fide hedging purposes and not for speculative purposes; provided that the net effect on income or loss (including in any prior periods) will be included upon any termination or early extinguishment of such Hedging Obligations, other than any Hedging Obligations with respect to Indebtedness (that is not itself a Hedging Obligation) and that are extinguished concurrently with the termination or other prepayment of such Indebtedness; and

(8) the cumulative effect of changes in accounting principles.

"*Consolidated Net Tangible Assets*" means the total of all assets appearing on the Company's consolidated balance sheet less (i) all current liabilities (other than current maturities of long-term debt) and (ii) all intangibles.

"*Consolidated Non-cash Charges*" means, with respect to any Person for any period, the aggregate depreciation, amortization and other non-cash expenses or losses of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Company) for such period, determined on a consolidated basis in accordance with IFRS (excluding any such charge which constitutes an accrual of or a reserve for cash charges for any future period or the amortization of a prepaid cash expense paid in a prior period).

"*Controlling Secured Parties*" means, with respect to any Shared Collateral, the Series of Secured Parties whose Authorized Representative is the Applicable Authorized Representative for such Shared Collateral.

"*Covenant Defeasance*" has the meaning set forth under "—Legal Defeasance and Covenant Defeasance."

"*Covenant Suspension Event*" has the meaning set forth under "—Covenant Suspension."

"*CSPCP*" means Cosco Shipping Ports Chancay Perú S.A., a company incorporated under the laws of Peru, to own, develop and construct the Chancay Port.

"*Currency Agreement*" means any foreign exchange forward contract, currency swap agreement or other similar agreement or arrangement designed to protect against fluctuations in foreign exchange rates.

"*Default*" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"*Designation Amount*" has the meaning set forth under "—Covenants—Limitation on Designation of Unrestricted Subsidiaries" above.

"*Disqualified Capital Stock*" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof.

"*DIP Financing*" has the meaning set forth under "—Intercreditor Agreement— Enforcement of the Collateral and Certain Bankruptcy and Insolvency Limitations" above.

"*DIP Financing Liens*" has the meaning set forth under "—Intercreditor Agreement— Enforcement of the Collateral and Certain Bankruptcy and Insolvency Limitations" above.

"*DIP Lenders*" has the meaning set forth under "—Intercreditor Agreement— Enforcement of the Collateral and Certain Bankruptcy and Insolvency Limitations" above.

"*Empresa Administradora Cerro*" means Empresa Administradora Cerro S.A.C.

"*Empresa Minera Paragsha*" means Empresa Minera Paragsha S.A.C.

"*Equity Interests*" means any and all shares of Capital Stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust, participations, quotas or other ownership interests in a Person, any and all warrants, options or other rights entitling the holder thereof to purchase any of the foregoing or any securities convertible into or exchangeable or exercisable for any of the foregoing.

"*Equity Interests Trust Agreement*" has the meaning set forth under "—Collateral."

"*Equity Offering*" means an offering for cash, after the Issue Date, of Qualified Capital Stock of the Company or of any direct or indirect parent of the Company (to the extent the proceeds thereof are contributed to the common equity of the Company).

"*Event of Default*" has the meaning set forth under "—Events of Default."

"*Excess Proceeds*" has the meaning set forth under "Covenants—Limitation on Asset Sales."

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"*Existing Liens*" has the meaning set forth under "—Collateral" above.

"*Existing Trusts*" means, collectively, the trusts patrimonies (*patrimonios fideicometidos*) established by means of the Existing Trust Agreements.

"*Existing Trust Agreements*" means, collectively, (i) the trust agreement entered into by the Company and Banco Internacional del Perú S.A.A. – Interbank on August 5, 2013, as amended from time to time prior to the Issue Date, (ii) the trust agreement entered into by Compañía Minera Alpamarca S.A.C. (currently, Compañía Minera Chungar) and Banco Internacional del Perú S.A.A. – Interbank on June 30, 2015, as amended from time to time prior to the Issue Date, and (iii) the trust agreement entered into by Empresa Administradora Cerro and Banco Internacional del Perú S.A.A. – Interbank on August 7, 2013, as amended from time to time prior to the Issue Date, collectively, into which 100% of the collection rights and cash flows from the sale of concentrates carried out by the Company, Compañía Minera Chungar and Empresa Administradora Cerro, respectively, were transferred as trust assets (*bienes fideicometidos*) to the Existing Trusts.

"*Existing 2030 Notes*" means the Company's 8.750% Senior Secured Notes due 2030 issued pursuant to the Existing 2030 Notes Indenture.

"*Existing 2030 Secured Parties*" means the Trustee, the Notes Collateral Agent and any other collateral agent, collateral trustee or similar representative for holders of Existing 2030 Notes, in each case, acting on behalf of the Trustee or the Holders of the outstanding Existing 2030 Notes from time to time.

"*Existing 2030 Notes Indenture*" means that certain indenture, dated as of September 10, 2024, by and among the Company, the subsidiary guarantors named therein and the Existing 2030 Notes Trustee.

"*Existing 2030 Notes Trustee*" means Citibank, N.A., in its capacity as trustee under the Existing 2030 Indenture.

"*Existing 2030 Notes Collateral Agent*" means Citibank, N.A., in its capacity as trustee under the Existing 2030 Indenture pursuant to the Intercreditor Agreement, or a successor thereto.

"*Fair Market Value*" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; provided that the Fair Market Value of any such asset or assets, if greater than US$5.0 million, will be determined conclusively by the Board of Directors of the Company acting in good faith, and will be evidenced by a Board Resolution.

"*Fitch*" means Fitch Ratings Ltd. or any successor to the rating agency business thereof.

"*First Lien Debt Documents*" means the Existing 2030 Notes Indenture and any Additional First Lien Document.

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person:

(1) to purchase or pay, or advance or supply funds for the purchase or payment of, such Indebtedness of such other Person, whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise; or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part;

provided that "Guarantee" will exclude endorsements for collection or deposit in the ordinary course of business. "Guarantee," when used as a verb, has a corresponding meaning.

"*Hedging Obligations*" means the obligations of any Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement.

"*Holder*" means the Person in whose name a Note is registered in the note register pursuant to the terms of the Indenture.

"*IFRS*" means the International Financial Reporting Standards as adopted by the International Accounting Standards Board which are in effect from time to time.

"*Incur*" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (including by conversion, exchange or otherwise), assume, Guarantee or otherwise become liable in respect of such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence" and "Incurred" will have meanings correlative to the foregoing); provided that (1) any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary of the Company will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary of the Company and (2) neither the accrual of interest nor the accretion of original issue discount nor the payment of interest in the form of additional Indebtedness with the same terms and the payment of dividends on Disqualified Capital Stock or Preferred Stock in the form of additional shares of the same class of Disqualified Capital Stock or Preferred Stock will be considered an Incurrence of Indebtedness.

"*Indebtedness*" means, with respect to any Person, without duplication:

(1) the principal amount (or, if less, the accreted value) of all obligations of such Person for borrowed money;

(2) the principal amount (or, if less, the accreted value) of all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations of such Person;

(4) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all obligations under any title retention agreement (but excluding the amount of the advance payments in sale agreements, whether these are accounted for as trade accounts payable or indebtedness in the ordinary course of business with a maturity of up to three (3) years);

(5) all reimbursement obligations of such Person in respect of the face amount of letters of credit or other similar instruments (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1), (2) and (4) above) entered into in the ordinary course of business of such Person, to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the third Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit);

(6) Guarantees and other contingent obligations of such Person in respect of Indebtedness referred to in clauses (1) through (5) above and clauses (8) through (11) below;

(7) all Indebtedness of any other Person of the type referred to in clauses (1) through (6) above which is secured by any Lien on any property or asset of such Person, the amount of such Indebtedness being deemed to be the lesser of the Fair Market Value of such property or asset and the amount of the Indebtedness so secured;

(8) all net obligations under Hedging Obligations of such Person (excluding any obligations to pay to Peruvian authorities amounts due in connection with Taxes) (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time);

(9) all liabilities recorded on the balance sheet of such Person in connection with a sale or other disposition of accounts receivables and related assets;

(10) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any; provided that:

(a) if the Disqualified Capital Stock does not have a fixed repurchase price, such maximum fixed repurchase price will be calculated in accordance with the terms of the Disqualified Capital Stock as if the Disqualified Capital Stock were purchased on any date on which Indebtedness will be required to be determined pursuant to the Indenture;

(b) if the maximum fixed repurchase price is based upon, or measured by, the fair market value of the Disqualified Capital Stock, the fair market value will be the Fair Market Value thereof; and

(11) all liabilities recorded on the balance sheet of such Person in connection with any equity commitments, whether pursuant to letters of credit or otherwise, other than any such liabilities in connection with any equity contribution commitment that (i) is or would be permitted under the covenant "—Limitation on Restricted Payments" so long as treated as an Investment and (ii) the corresponding amount of the equity contribution commitment is deposited in a reserve account and is not recognized as cash, Cash Equivalents or marketable securities of the Person or any of its Subsidiaries in calculating the Consolidated Indebtedness thereof.

The amount of Indebtedness of any Person at any date will be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingency obligations at such date.

"*Indenture*" has the meaning given to it in the preamble hereof.

"*Initial Notes*" has the meaning given to it in the preamble hereof.

"*Insolvency or Liquidation Proceeding*" means:

(1) any case or proceeding commenced by or against the Company or any other Subsidiary Guarantor under any Bankruptcy Law, any other case or proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of the Company or any other Subsidiary Guarantor, any receivership or assignment for the benefit of creditors relating to the Company or any other Subsidiary Guarantor or any similar case or proceeding relative to the Company or any other Subsidiary Guarantor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to the Company or any other Subsidiary Guarantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(3) any other case or proceeding of any type or nature in which substantially all claims of creditors of the Company or any other Subsidiary Guarantor are determined and any payment or distribution is or may be made on account of such claims.

"*Intercreditor Agreement*" means that certain Intercreditor Agreement, dated as of July 24, 2024, among the Peruvian Collateral Agent, the Chilean Collateral Agent, the Existing 2030 Notes Trustee, the Existing 2030 Notes Collateral Agent, the Company and the Subsidiary Guarantors, and, upon execution of (i) the Joinder Agreement, the Trustee and the Notes Collateral Agent and/or (2) any other joinder thereto in accordance with the terms thereof, the respective agents or representatives of the applicable Additional First Lien Secured Parties, as permitted by the Indenture and the Collateral Documents.

"*Interest Rate Agreement*" means, with respect to any Person, any interest rate protection agreement (including, without limitation, interest rate swaps, caps, floors, collars, derivative instruments and similar agreements) and/or other types of hedging agreements designed solely to hedge interest rate risk of such Person.

"*Investment*" means, with respect to any Person, any:

(1) direct or indirect loan, advance or other extension of credit (including, without limitation, a Guarantee) or performance guarantee to any other Person (other than advances or extensions of credit to customers in the ordinary course of business);

(2) capital contribution (including any commitment to make such capital contribution) (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other Person; or

(3) any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any other Person.

"*Investment*" will exclude accounts receivable or deposits arising in the ordinary course of business. "Invest," "Investing" and "Invested" have corresponding meanings.

For purposes of the "—Limitation on Restricted Payments" covenant, the Company will be deemed to have made an "Investment" in an Unrestricted Subsidiary at the time of its Unrestricted Subsidiary Designation, which will be valued at the Fair Market Value of the sum of the net assets of such Unrestricted Subsidiary at the time of its Unrestricted Subsidiary Designation and the amount of any Indebtedness of such Unrestricted Subsidiary or owed to the Company or any Restricted Subsidiary immediately following such Unrestricted Subsidiary Designation. Any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer. If the Company or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Company or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Company or any Restricted Subsidiary or owed to the Company or any other Restricted Subsidiary immediately following such sale or other disposition.

"*Investment Grade Rating*" means a rating equal to or higher than (a) BBB-, in the case of S&P and Fitch, and (b) Baa3, in the case of Moody's.

"*Issue Date*" means October 29, 2025.

"*Joinder Agreement*" means a joinder to the Intercreditor Agreement required to be delivered by the Trustee and the Collateral Agent, or by an Additional First Lien Debt Representative and the related Additional First Lien Debt Collateral Agent, as applicable, in order to establish an additional Series of Secured Obligations and add Secured Parties under the Intercreditor Agreement.

"*Legal Defeasance*" has the meaning set forth under "—Legal Defeasance and Covenant Defeasance."

"*Lien*" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest); provided that the lessee in respect of a Capitalized Lease Obligation or Sale and Leaseback Transaction will be deemed to have Incurred a Lien on the property leased thereunder; provided that in no event shall an operating lease be deemed to constitute a Lien.

"*Major Non-Controlling Authorized Representative*" means, with respect to any Shared Collateral, the Authorized Representative of the Series of Secured Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of Secured Obligations, excluding the Secured Obligations represented by the Applicable Authorized Representative, with respect to such Shared Collateral.

"*Mining Units*" means the productive mining units consisting of San Cristobal - Carahuacra, Andaychagua, Ticlio, Mahr Tunel, Chungar, El Pilar, Huascaran, Vichaycocha, San Sebastian, Cerro and Oxidos, in each case, owned by the Company and its Subsidiaries (including mining concessions, land properties, plants and all other assets that are part of such productive mining units), but specifically excluding, for the avoidance of doubt, the mining unit of Alpamarca and the Romina Project.

"*Moody's*" means Moody's Investors Service, Inc., or any successor to the rating agency business thereof.

"*Mortgages over Production Units Agreements*" has the meaning set forth under "—Collateral."

"*Mortgages over Real Property Agreements*" has the meaning set forth under "—Collateral."

"*Net Cash Proceeds*" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Company or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) repayment of Indebtedness secured by a Lien permitted under the Indenture that is required to be repaid in connection with such Asset Sale;

(4) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Sale; and

(5) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with IFRS, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

"New Cash Flows Trust" means the trust patrimony (*patrimonio fideicometido*) incorporated by means of the New Cash Flows Trust Agreement.

"*New Cash Flows Trust Agreement*" has the meaning set forth under "—Collateral."

"*New Issue Date*" means the date of issuance of the Additional Notes.

"*Non-Controlling Authorized Representative*" means, at any time with respect to any Shared Collateral, any Authorized Representative that is not the Applicable Authorized Representative at such time with respect to such Shared Collateral.

"*Non-Controlling Authorized Representative Enforcement Date*" means, with respect to any Non-Controlling Authorized Representative under the Intercreditor Agreement, the date which is 120 days (throughout which 120-day period such Non-Controlling Authorized Representative was the Major Non-Controlling Authorized Representative) after the occurrence of both (i) an event of default (under and as defined in the Notes or in the Additional First Lien Document, as applicable, under which such Non-Controlling Authorized Representative is the Authorized Representative) *and* (ii) receipt by each of the Applicable Collateral Agent, each other Collateral Agent, the Applicable Authorized Representative, and each other Authorized Representative of written notice from such Non-Controlling Authorized Representative certifying that (x) such Non-Controlling Authorized Representative is the Major Non-Controlling Authorized Representative and that an event of default (under and as defined in the Notes or the Additional First Lien Document, as applicable, under which such Non-Controlling Authorized Representative is the Authorized Representative) has occurred and is continuing and (y) the Existing 2030 Notes, the Notes Obligations or the Additional First Lien Debt of the Series with respect to which such Non-Controlling Authorized Representative is the Authorized Representative are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the Notes or the Additional First Lien Document, as applicable; *provided* that, such Event of Default (under and as defined in the Notes or the Additional First Lien Document, as applicable, under which such Non-Controlling Authorized Representative is the Authorized Representative) shall be continuing at the end of such 120-day period; *provided*, *further* that the Non-Controlling Authorized Representative Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Shared Collateral (1) at any time the Applicable Authorized Representative or the Applicable Collateral Agent (or the Peruvian Collateral Agent or the Chilean Collateral Agent, as applicable, on behalf of and at the instruction of the Applicable Authorized Representative or the Applicable Collateral Agent) has commenced and is diligently pursuing any enforcement action with respect to such Shared Collateral or (2) at any time the Company or the Subsidiary Guarantor which has granted a security interest in such Shared Collateral is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding.

"*Non-Controlling Secured Parties*" means, at any time with respect to any Shared Collateral, the Secured Parties which are not Controlling Secured Parties at such time with respect to such Shared Collateral.

"*Non-Core Asset Sales*" means any transaction or series of related transactions involving property or assets resulting in Net Cash Proceeds of not more than US$15.0 million (or the equivalent in other currencies) in the aggregate in any Fiscal Year.

"*Non-Guarantor Designation*" has the meaning set forth under "—Covenants—Limitation on Designation of Non-Guarantor Restricted Subsidiaries" above.

"*Non-Guarantor Restricted Subsidiary*" has the meaning set forth under "—Covenants—Limitation on Designation of Non-Guarantor Restricted Subsidiaries."

"*Notes*" has the meaning given to it in the preamble hereof.

"*Notes Collateral Agent*" means The Bank of New York Mellon, in its capacity as Trustee under the Indenture pursuant to the Intercreditor Agreement, or a successor thereto.

"*Notes Documents*" means the Indenture, the Notes and the Subsidiary Guarantees.

"*Notes Obligations*" means all Indebtedness and other obligations of the Company and the Subsidiary Guarantors under or with respect to the Notes Documents.

"*Notes Secured Parties*" means the Trustee, the Notes Collateral Agent and any other collateral agent, collateral trustee or similar representative for Holders, in each case, acting on behalf of the Trustee or the Holders of the outstanding Notes from time to time.

"*Obligations*" means, with respect to any Indebtedness, any principal, interest (including, without limitation, Post-Petition Interest), premium, Additional Amounts, penalties, fees, indemnifications, reimbursements, damages, and other liabilities payable under the documentation governing such Indebtedness, including in the case of the Notes and the Subsidiary Guarantees, the Indenture.

"*OECD*" means the Organization of Economic Cooperation and Development.

"*Officer*" means, with respect to any Person, the chairman of the Board of Directors, president, chief executive officer, chief financial officer, chief operating officer, or any vice president, treasurer or secretary of such Person.

"*Officer's Certificate*" means, in connection with any action to be taken by the Company or any Subsidiary Guarantor a certificate signed by an Officer of such Person in accordance and compliance with the terms of the Indenture and that is delivered to the Trustee.

"*Opinion of Counsel*" means a written opinion of counsel, who may be counsel for the Company (except as otherwise provided in the Indenture), obtained at the expense of the Company, a Surviving Entity or a Restricted Subsidiary, and who is reasonably acceptable to the Trustee.

"*Permitted Business*" means the business or businesses conducted by the Company and its Restricted Subsidiaries as of the Issue Date and any business that is reasonably related, complementary, incidental or ancillary thereto or is an extension or development of any thereof.

"*Permitted Collateral Liens or Rights over Collateral*" means any of the following Liens;

(1) Liens securing the Notes;

(2) Existing Liens on Issue Date and any extension, renewal or replacement thereof, provided that the Liens in the extension, renewal or replacement are, taken as a whole, no more adverse in any material respect to the Noteholders than the Liens being extended, renewed or replaced;

(3) Pre-Existing Liens on Future Collateral to the extent related to the Company and the Subsidiary Guarantors' obligation under the covenant "After-Acquired Property";

(4) Statutory Liens of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen, employees, pension plan administrators or other like Liens arising in the ordinary course of business and with respect to amounts being contested in good faith or Liens relating to attorney's liens or bankers' liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depositary institution;

(5) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security and with respect to amounts being contested in good faith;

(6) Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, customs duties, bids, leases, government performance and return-of- money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(7) Liens for taxes, assessments, governmental charges, levies or claims which are not yet due or thereafter can be paid without penalty or are being contested in good faith by appropriate proceedings and for which such reserves or other appropriate provisions, if any, have been established as required by IFRS;

(8) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceeding may be initiated has not expired;

(9) Liens securing obligations to the Peruvian Ministry of Energy and Mines or other governmental authorities incurred in the ordinary course of business, including but not limited to mining closure plans;

(10) Liens securing Additional First Lien Debt permitted to be Incurred pursuant to the covenant described under "*—Restrictive Covenants— Limitation on Incurrence of Additional Indebtedness";* and

(11) Rights of third-parties related to: (i) the shareholders agreement existing as of the Issue Date with CSPCP, pursuant to which CSPCP has a right of first refusal over the land owned by Roquel Global; (ii) the shareholders agreements existing as of the Issue Date with shareholders of Toruna and of Compañía Industrial Huacho, in respect of the shares owned by the Company or any of its Subsidiaries in such companies; and (iii) any shareholder agreement or arrangement entered into in connection with the contribution of a Subsidiary (other than Compañía Minera Chungar and Empresa Administradora Cerro) to a Permitted Joint Venture, to the extent entered into for Fair Market Value and under customary market conditions, and as otherwise permitted under the Indenture, *provided* that, no Lien to any third-party (other than any owner of the Equity Interests in such Permitted Joint Venture) shall

be permitted over the Equity Interests of the Company, any Subsidiary Guarantor and any Restricted Subsidiary in the Permitted Joint Venture.

"*Permitted Holders*" means one or more of the following (i) Transition Metals AG, and (ii) any non-natural Person that is a direct or indirect Affiliate of any of the Persons referred to in the preceding clause (i) and with respect to which a Person or Persons listed in the preceding clause (i) owns the majority of the aggregate of the total voting power of the Voting Stock in such non-natural Person, on a fully diluted basis.

"*Permitted Indebtedness*" has the meaning set forth under clause (2) of "—Covenants—Limitation on Incurrence of Additional Indebtedness."

"*Permitted Investments*" means:

(1) any Investment in the Company or in a Restricted Subsidiary of the Company that is engaged in a Permitted Business;

(2) any Investment in the Notes;

(3) any Investment in Cash Equivalents;

(4) any Investment by the Company or any Subsidiary of the Company in a Person, if as a result of such Investment:

  (a) such Person becomes a Restricted Subsidiary of the Company that is a Subsidiary Guarantor engaged in a Permitted Business, or

  (b) such Person is merged or consolidated with or into, or transfers or conveys substantially all its assets to, or is liquidated into, the Company or a Restricted Subsidiary that is a Subsidiary Guarantor engaged in a Permitted Business;

(5) Investments received as non-cash consideration in an Asset Sale made pursuant to and in compliance with the provisions of "—Covenants—Limitation on Asset Sales" or a disposition excluded under the definition of Asset Sale;

(6) any Investment acquired solely in exchange for Qualified Capital Stock of the Company or the licensing of intangible property;

(7) Hedging Obligations otherwise permitted under the Indenture;

(8) (i) receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business, (ii) Cash Equivalents or other cash management investments or liquid or portfolio securities pledged as collateral pursuant to the covenant described under the caption "— Covenants—Limitation on Liens," (iii) endorsements for collection or deposit in the ordinary course of business, and (iv) securities, instruments or other obligations received in compromise or settlement of debts created in the ordinary course of business, or by reason of a composition or readjustment of debts or reorganization of another Person, or in satisfaction of claims or judgments;

(9) Investments in Unrestricted Subsidiaries and joint ventures engaged in a Permitted Business in an aggregate amount that, taken together with all other Investments made in reliance on this clause, not to exceed US$50.0 million (net of, with respect to the Investment in any particular Person, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, redemption, liquidating distribution or other cash realization (not included in Consolidated Adjusted EBITDA), not to exceed the amount of Investments in such Person made after the Issue Date in reliance on this clause);

(10) any Investment existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or an Investment consisting of any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date, or as otherwise permitted under the Indenture);

(11) guarantees of Indebtedness permitted under "—Covenants—Limitation on Incurrence of Additional Indebtedness" and the creation of Liens on the assets of the Company or any Restricted Subsidiary in compliance with the covenant described under "—Covenants—Limitation on Liens";

(12) advances, loans or extensions of trade credit in the ordinary course of business by the Company or any of its Restricted Subsidiaries;

(13) payroll, travel and other loans or advances to, or Guarantees issued to support the obligations of, officers and employees, in each case in the ordinary course of business; and

(14) in addition to Investments listed above, Investments in Persons engaged in Permitted Businesses in an aggregate amount, taken together with all other Investments made in reliance on this clause (14), not to exceed US$55.0 million.

"*Permitted Liens*" means any of the following Liens:

(1) Liens existing on the Issue Date and any extension, renewal or replacement thereof;

(2) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by IFRS shall have been made in respect thereof;

(3) (a) licenses, sublicenses, leases or subleases granted by the Company or any of its Restricted Subsidiaries to other Persons not materially interfering with the conduct of the business of the Company or any of its Restricted Subsidiaries and (b) any interest or title of a lessor, sublessor or licensor under any lease or license agreement permitted by the Indenture to which the Company or any Restricted Subsidiary is a party;

(4) Liens Incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security and with respect to amounts being contested in good faith;

(5) Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, customs duties, bids, leases, government performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(6) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(7) Liens on patents, trademarks, service marks, trade names, copyrights, technology, know-how and processes to the extent such Liens arise from the granting of license to use such patents, trademarks, service marks, trade names, copyrights, technology, know-how and processes to any Person in the ordinary course of business of the Company or any of its Restricted Subsidiaries;

(8) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(9) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Company or a Restricted Subsidiary, including rights of offset and set-off;

(10) Liens for taxes, assessments or other governmental charges not yet subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings, provided that appropriate reserves required pursuant to IFRS have been made in respect thereof;

(11) encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(12) deposits in the ordinary course of business securing liability for reimbursement obligations of insurance carriers providing insurance to the Company or its Restricted Subsidiaries and any Liens thereon;

(13) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceeding may be initiated has not expired;

(14) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary institution;

(15) Liens securing Hedging Obligations;

(16) Liens to secure any Refinancing Indebtedness which is Incurred to Refinance any Indebtedness which has been secured by a Lien permitted under the covenant described under "—Covenants—Limitation on Liens" not incurred pursuant to clause (18) or (20) below and which Indebtedness has been Incurred in accordance with "—Covenants—Limitation on Incurrence of Additional Indebtedness"; provided that such new Liens:

(a) are no less favorable to the Holders of Notes and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and

(b) do not extend to any property or assets other than the property or assets securing the Indebtedness Refinanced by such Refinancing Indebtedness;

(17) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary and permitted to be Incurred under the Indenture;

(18) Liens securing Acquired Indebtedness Incurred in accordance with "—Covenants—Limitation on Incurrence of Additional Indebtedness" not incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation; provided that:

(a) such Liens secured such Acquired Indebtedness at the time of and prior to the Incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary and were not granted in connection with, or in anticipation of the Incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary; and

(b) such Liens do not extend to or cover any property of the Company or any Restricted Subsidiary other than the property that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of the Company or a Restricted Subsidiary and are no more favorable to the lienholders than the Liens securing the Acquired Indebtedness prior to the Incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary;

(19) Liens securing Indebtedness permitted to be incurred pursuant to clause 2(m) under "—Covenants—Limitation of Incurrence of Additional Indebtedness;" provided that:

(a) the related Purchase Money Indebtedness does not exceed the cost of such property and will not be secured by any property of the Company or any Restricted Subsidiary other than the property so acquired, constructed, improved or leased; and

(b) the Lien securing such Indebtedness will be created within 365 days of such acquisition, construction, improvement or lease;

(20) Liens securing the Notes, Additional First Lien Debt and any Subsidiary Guarantees;

(21) Sale and Leaseback Transactions pursuant to the proviso at the end of the covenant described under the caption "—Covenants—Limitation on Sale and Leaseback Transactions";

(22) Liens arising from precautionary Uniform Commercial Code financing statement and similar filings in other jurisdictions regarding operating leases entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(23) Liens securing obligations to the Peruvian Ministry of Energy and Mines or other governmental authorities incurred in the ordinary course of business, including but not limited to mining closure plans;

(24) first priority Liens on the Romina Project Assets securing the Romina Project Financing up to the amount of the Romina Project Financing permitted to be incurred under the Indenture and Collateral Documents, it being understood that such first priority Liens on the Romina Project Assets shall not be granted in favor of the Secured Parties; and

(25) Liens securing an amount of Indebtedness outstanding at any one time not to exceed the greater of US$130.0 million or 15% of the Company's Consolidated Net Tangible Assets (or the equivalent in other currencies).

"*Person*" means an individual, partnership, limited partnership, corporation, company, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"*Peruvian Bankruptcy Law*" means the Peruvian Bankruptcy Law (*Ley General del Sistema Concursal*) approved by Law No. 27809, as amended.

"*Peruvian Collateral Agent*" means Citibank del Perú S.A. or any successor thereto.

"*Peruvian Collateral Trustee*" means La Fiduciaria S.A. or any successor thereto.

"*Post-Petition Interest*" means all interest accrued or accruing after the commencement of any Insolvency or Liquidation Proceeding (and interest that would accrue but for the commencement of any Insolvency or Liquidation Proceeding) in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing any Indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such Insolvency or Liquidation Proceeding.

"*Pre-Existing Liens on Future Collateral*" means the Liens in effect as of the acquisition date over any material assets, including, but not limited to, any property, mining concessions, land, valuable infrastructure and fixed assets and Equity Interests, which are acquired after the Issue Date by the Company or any of the Subsidiary Guarantors and that are intended to be pledged as Collateral; provided, however, that such Liens are not Incurred in connection with, or in anticipation or contemplation of, the acquisition.

"*Preferred Stock*" means, with respect to any Person, any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or redemptions or upon liquidation.

"*Purchase Money Indebtedness*" means Indebtedness Incurred for the purpose of financing all or any part of the purchase price, or other cost of construction or improvement of any property; provided that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost, including any Refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of the Refinancing.

"*Qualified Capital Stock*" means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

"*Qualified Merger Jurisdiction*" means (i) the Republic of Panama; (ii) the United States or any state or territory thereof; or (iii) any state member of the OECD whose sovereign debt is rated BBB or higher by S&P and Baa2 or higher by Moody's.

"*Rating Agencies*" means (i) S&P, (ii) Moody's and (iii) Fitch. In the event that any of S&P, Moody's or Fitch is no longer in existence or issuing ratings, such organization, as the case may be, may be replaced by an internationally recognized statistical rating organization designated by the Company with notice to the Trustee.

"*Rating Date*" means in connection with a Change of Control Triggering Event, that date which is ninety (90) days prior to the earlier of (i) the occurrence of a Change of Control or (ii) public notice of the occurrence of a Change of Control or of the intention by the Company or any other Person or Persons to effect a Change of Control.

"*Rating Decline*" means in connection with a Change of Control Triggering Event, the occurrence, on or within ninety (90) days (which period will be (i) extended for so long as any of the Rating Agencies has publicly announced that it is considering a possible ratings change as a result of a Change of Control or (ii) reduced in the event of a Rating Reaffirmation to the date on which the Rating Reaffirmation has been obtained) after the earlier to occur

of public notice of (i) the occurrence of a Change of Control or (ii) the intention by the Company or any other Person or Persons to effect a Change of Control, of any of the events listed below, in each case expressly as a result of such Change of Control:

(a) in the event the Notes have an Investment Grade Rating by any two or more Rating Agencies on the Rating Date, the rating of the Notes by any such Rating Agency will be changed to below an Investment Grade Rating;

(b) in the event the Notes have an Investment Grade Rating by any, but not two or more, of the Rating Agencies on the Rating Date, the rating of the Notes by such Rating Agency will be changed to below an Investment Grade Rating; or

(c) in the event the Notes are rated below an Investment Grade Rating by any two or more Rating Agencies on the Rating Date, the rating of the Notes by any such Rating Agency will be decreased by one or more gradations (including gradations within rating categories as well as between rating categories).

"*Rating Reaffirmation*" means, (i) in connection with a Change of Control, a written reaffirmation from each Rating Agency then rating the Notes stating that the credit rating on the Notes, which was in effect immediately prior to a public notice of such Change of Control or of the intention of the Company or any Person to effect such Change of Control, will not be decreased as a result of such Change of Control and (ii) in connection with a release of Collateral in whole as described in clause (1) of "—Collateral Release", a written reaffirmation from each Rating Agency then rating the Notes that the credit rating on the Notes, which as in effect immediately prior to the proposed release, will not be decreased by one or more gradations (including gradations within rating categories as well as between rating categories) as a result of such proposed release.

"*Refinance*" means, in respect of any Indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, refund, replace, repay, prepay, purchase, redeem or retire, or to issue other indebtedness or enter alternative financing arrangements, in each case in exchange or replacement for such indebtedness (in whole or in part), including by adding or replacing lenders, creditors, agents, borrowers or guarantors. "Refinanced" and "Refinancing" have correlative meanings.

"*Refinancing Indebtedness*" means Indebtedness of the Company or any Restricted Subsidiary issued to Refinance any other Indebtedness of the Company or a Restricted Subsidiary (including any successive refinancing) so long as:

(1) the aggregate principal amount (or initial accreted value, if applicable) of such new Indebtedness as of the date of such proposed Refinancing does not exceed the aggregate principal amount (or initial accreted value, if applicable) of the Indebtedness being Refinanced (plus the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and the amount of reasonable expenses incurred by the Company in connection with such Refinancing);

(2) such new Indebtedness has:

  (a) a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being Refinanced; and

  (b) a final maturity that is equal to or later than the final maturity of the Indebtedness being Refinanced; and

(3) if the Indebtedness being Refinanced is:

  (a) Indebtedness of the Company or any Subsidiary Guarantor, then such Refinancing Indebtedness will be Indebtedness of the Company or such Subsidiary Guarantor; and

  (b) Subordinated Indebtedness, then such Refinancing Indebtedness will be subordinated to the Notes or any relevant Subsidiary Guarantee, if applicable, at least to the same extent and in the same manner as the Indebtedness being Refinanced.

"*Replacement Collateral Assets*" means assets of similar nature and comparable value and quality used or useful in any business in which the Company or any of its Subsidiaries is engaged and any business related, ancillary or complimentary to such businesses.

"*Restricted Payment*" has the meaning set forth under "—Covenants—Limitation on Restricted Payments."

"*Restricted Subsidiary*" means any Subsidiary of the Company which at the time of determination is not an Unrestricted Subsidiary.

"*Reversion Date*" has the meaning set forth under "—Covenant Suspension."

"*Revocation*" has the meaning set forth under "—Covenants—Limitation on Designation of Unrestricted Subsidiaries."

"*Romina Project*" means the mine expansion at Romina until the Romina Operational Date/

"*Romina Capex Reserve Account*" has the meaning set forth under "—Romina Capex Reserve Account."

"*Romina Full Funding Date*" means the date on which the Romina Capex Reserve Account has been funded in an aggregate amount of $125,000,000 (whether from Net Cash Proceeds from Non-Core Asset Sales, prepayments under offtake agreements, permitted financings, or as otherwise permitted under the Notes Documents, and including any amounts deposited for cost overruns). For the avoidance of doubt, all withdrawals from the Romina Capex Reserve Account from time to time shall be counted toward the $125,000,000 aggregate funding amount.

"*Romina Operational Date*" has the meaning set forth under "—Romina Capex Reserve Account." "*Romina Project*" means the mine expansion at Romina until the Romina Operational Date

"*Romina Project Assets*" means the property and other assets held solely by Compañía Minera Chungar and being developed as the Romina Project, excluding the Romina Capex Reserve Account, but including Alpamarca.

"*Romina Project Financing*" has the meaning set forth under "—Covenants—Limitation on Incurrence of Additional Indebtedness."

"*Roquel Global*" means Roquel Global S.A.C.

"*Sale and Leaseback Transaction*" means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Company or a Restricted Subsidiary of any property, whether owned by the Company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such property.

"*S&P*" means S&P Global Ratings, a division of S&P Global Inc., or any successor to its rating agency business thereof.

"*Secured Obligations*" means all obligations secured under the Collateral, the Existing 2030 Notes and guarantees thereunder, the Notes, the Guarantees and the Additional First Lien Debt.

"*Secured Parties*" means the Notes Secured Parties, the Existing 2030 Secured Parties and the Additional First Lien Secured Parties with respect to each series of Additional First Lien Debt.

"*Security Documents*" means, collectively, the following documents:

(1) the New Cash Flows Trust Agreement;

(2) the Existing Trust Agreements, as amended as of July 24, 2024 (for the avoidance of doubt, the Existing Trust Agreements are listed as Security Documents to the extent they receive the cash flows that will be transferred to the New Cash Flows Trust);

(3) the Equity Interests Trust Agreement;

(4) the Chilean Share Pledge Agreement;

(5) the Chilean Collateral Agency Agreement;

(6) the Mortgages over Production Units Agreements;

(7) the Mortgages over Real Property Agreements; and

(8) all financing statements and other filings, recordings or registrations required by the Collateral Documents to be filed or made and all irrevocable power of attorneys notices and acknowledgements required to be given under and in respect of any such Security Document.

"Senior Indebtedness" means the Notes, the Subsidiary Guarantees, the Existing 2030 Notes and guarantees thereunder, the Additional First Lien Debt and any other Indebtedness of the Company or any Restricted Subsidiary that ranks equal in right of payment with the Notes, or the relevant Subsidiary Guarantee, as the case may be.

"*Series"* means (i) the Notes, (ii) the Existing 2030 Notes and (iii) each other issuance or incurrence of Debt that is secured on a pari passu basis with the foregoing.

"*Shared Collateral*" means, at any time, Collateral in which the holders of two or more Series of Senior Indebtedness (or the Collateral Agents for their benefit) hold a valid and perfected security interest at such time. If more than two Series of Senior Indebtedness are outstanding at any time and the holders of less than all Series of Senior Indebtedness hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of Senior Indebtedness that hold a valid and perfected security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and perfected security interest in such Collateral at such time. For as long as there are any Secured Obligations outstanding other than the Notes Obligations (including the Secured Obligations under Existing 2030 Notes), all Collateral shall be Shared Collateral with respect to the Secured Obligations.

"*Significant Subsidiary*" means a Restricted Subsidiary of the Company that would constitute a "Significant Subsidiary" of the Company in accordance with Rule 1-02 under Regulation S-X under the Securities Act in effect on the Issue Date.

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"*Subordinated Indebtedness*" means, with respect to the Company or any Restricted Subsidiary, any Indebtedness of the Company or such Restricted Subsidiary, as the case may be, which is expressly subordinated in right of payment to the Notes or the relevant Subsidiary Guarantee, as the case may be.

"*Subsidiary*" means, with respect to any Person, any other Person of which such Person owns, directly or indirectly, more than 50% of the voting power of the other Person's outstanding Voting Stock.

"*Subsidiary Guarantee*" means the unconditional guarantee, on a joint and several basis, of the full and prompt payment of all Obligations of the Company under the Indenture and the Notes, in accordance with the terms of the Indenture.

"*Subsidiary Guarantor*" means (i) each of Compañía Minera Chungar, Empresa Administradora Cerro, Empresa Minera Paragsha, Compañía Industrial Huacho, Roquel Global, and Compañía Hidroeléctrica Tingo, and (ii) any other Subsidiary of the Company that provides a Subsidiary Guarantee in accordance with the provisions of the Indenture after the Issue Date.

"*Surviving Entity*" has the meaning set forth under "—Covenants—Limitation on Merger, Consolidation and Sale of Assets."

"*Suspended Covenants*" has the meaning set forth under "—Covenant Suspension."

"*Suspension Period*" has the meaning set forth under "—Covenant Suspension."

"*Toruna*" means Minera Aurífera Toruna S.A.C.

"*Trustee*" means The Bank of New York Mellon, or a successor thereto.

"*Unrestricted Subsidiary*" means any Subsidiary of the Company designated as an Unrestricted Subsidiary pursuant to "—Covenants—Limitation on Designation of Unrestricted Subsidiaries." Any such Unrestricted Subsidiary Designation may be revoked by a Board Resolution of the Company, subject to the provisions of such covenant.

"*Unrestricted Subsidiary Designation*" has the meaning set forth under "—Covenants—Limitation on Designation of Unrestricted Subsidiaries" above.

"*Vinchos*" means Empresa Explotadora de Vinchos Ltda. S.A.C.

"*Voting Stock*" means, with respect to any Person, securities of any class of Capital Stock of such Person then outstanding and normally entitled to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person. The term "normally entitled" means without regard to any contingency.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years (calculated to the nearest one-twelfth) obtained by dividing:

(1) the then outstanding aggregate principal amount or liquidation preference, as the case may be, of such Indebtedness into

(2) the sum of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal or liquidation preference, as the case may be, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"*Wholly-Owned*" means, with respect to any Restricted Subsidiary, a Restricted Subsidiary all of the outstanding Capital Stock of which (other than any director's qualifying shares) is owned by the Company and one or more Wholly Owned Restricted Subsidiaries (or a combination thereof).

"*Working Capital Financing*" means up to $70,000,000 of lines of credit to be used solely for working capital.

BOOK-ENTRY, DELIVERY AND FORM

The certificates representing the Additional Notes have been issued in fully registered form without interest coupons. Additional Notes sold in reliance on Rule 144A under the Securities Act initially have been represented by permanent notes in global, fully registered form without interest coupons (each, a "Restricted Global Note"). The Additional Notes sold in offshore transactions in reliance upon Regulation S under the Securities Act have been initially represented by permanent notes in global, fully registered form without interest coupons (each, a "Regulation S Global Note," together with the Restricted Global Notes, the "Global Notes"). The Global Notes were deposited with the Trustee as a custodian for DTC, as depositary, and registered in the name of a nominee of such depositary. The Additional Notes sold in reliance on Regulation S will have temporary CUSIP and ISIN numbers during a 40-day distribution compliance period commencing on their date of issuance. After such 40-day distribution compliance period, the Additional Notes sold in reliance on Regulation S will have the same CUSIP and ISIN numbers as, and will be fungible with, the Initial Notes originally issued on October 29, 2025 sold in reliance on Regulation S.

The Global Notes (and any notes issued in exchange therefor) will be subject to certain restrictions on transfer set forth therein and in the indenture and will bear the applicable legend regarding such restrictions set forth under the heading "Transfer Restrictions—Legends" herein. For a description of the restrictions on transfer of Certificated Securities and any interest in the Global Notes, see "*Transfer Restrictions*" and "*Plan of Distribution—Notes Are Not Being Registere*d."

The Global Notes

We expect that, pursuant to procedures established by DTC, (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depositary ("participants") and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to participants or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC or its nominee is the registered owner or holder of the Notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Notes for all purposes under the indenture governing the Notes. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the Notes.

Payments of the principal of, and premium (if any) and interest on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. Neither we, the Trustee, any paying agent, any transfer agent or the registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal of, and premium (if any) and interest on the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

DTC has advised us that it will take any action permitted to be taken by a holder of Notes (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate

principal amount of Notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture, DTC will exchange the Global Notes for Certificated Securities, which it will distribute to its participants and which will be legended as set forth under the heading "Transfer Restrictions" and "Plan of Distribution—Notes Are Not Being Registered."

DTC has advised us as follows:

- DTC is a limited-purpose trust company organized under New York banking law,
- a "banking organization" within the meaning of the New York banking law,
- a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and
- a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity, corporate and municipal debt issues that participants deposit with DTC. DTC also facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the DTC system is also available to indirect participants such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

So long as DTC or its nominee is the registered owner of a Global Note, DTC or its nominee will be considered the sole owner or holder of the Notes represented by that Global Note for all purposes under the indenture. Except as provided below, owners of beneficial interests in a Global Note:

- will not be entitled to have Notes represented by the Global Note registered in their names;
- will not receive or be entitled to receive physical, certificated notes; and
- will not be considered the registered owners or holders of the Notes under the indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the Trustee under the indenture.

As a result, each investor who owns a beneficial interest in a Global Note must rely on the procedures of DTC to exercise any rights of a holder of Notes under the indenture (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through which the investor owns its interest).

Payments of principal, premium, if any, and interest with respect to the Notes represented by a Global Note will be made by the Trustee to DTC's nominee as the registered holder of the Global Note. Neither we nor the Trustee will have any responsibility or liability for the payment of amounts to owners of beneficial interests in a Global Note, for any aspect of the records relating to or payments made on account of those interests by DTC, or for maintaining, supervising or reviewing any records of DTC relating to those interests.

Payments by participants and indirect participants in DTC to the owners of beneficial interests in a Global Note will be governed by standing instructions and customary practices and will be the responsibility of those participants or indirect participants and not of DTC, its nominee or us.

Transfers between participants in DTC will be effected under DTC's procedures and will be settled in same-day funds. Transfers between participants in Euroclear and Clearstream will be effected in the ordinary way under the rules and operating procedures of those systems.

Cross-market transfers between DTC participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected within DTC through the DTC participants that are acting as depositaries for Euroclear and Clearstream. To deliver or receive an interest in a Global Note held in a Euroclear or Clearstream account, an investor must send transfer instructions to Euroclear or Clearstream, as the case may be, under

the rules and procedures of that system and within the established deadlines of that system. If the transaction meets its settlement requirements, Euroclear or Clearstream, as the case may be, will send instructions to its DTC depositary to take action to effect final settlement by delivering or receiving interests in the relevant Global Notes in DTC, and making or receiving payment under normal procedures for same-day funds settlement applicable to DTC. Euroclear or Clearstream participants may not deliver instructions directly to the DTC depositaries that are acting for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant that purchases an interest in a Global Note from a DTC participant will be credited on the business day for Euroclear or Clearstream immediately following the DTC settlement date. Cash received in Euroclear or Clearstream from the sale of an interest in a global note to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream cash account as of the business day for Euroclear or Clearstream following the DTC settlement date.

DTC, Euroclear and Clearstream have agreed to the above procedures to facilitate transfers of interests in the global notes among participants in those settlement systems. Neither we nor the Trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream or their participants of indirect participants of their obligations under the rules and procedures governing their operations.

Certificated Securities

A Global Note is exchangeable for certificated notes in fully registered form without interest coupons ("Certificated Securities") only in the following limited circumstances:

- DTC notifies us that it is unwilling or unable to continue as depositary for the Global Note and we fail to appoint a successor depositary within 90 days of such notice;
- DTC ceases to be registered as a clearing agency under the Securities Exchange Act of 1934 and a successor depositary is not appointed within 90 days;
- we, at our option, notify the Trustee that we elect to cause the issuance of Certificated Securities; or
- there shall have occurred and be continuing an event of default with respect to the Notes under the indenture and DTC shall have requested the issuance of Certificated Securities.

Certificated Securities may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes. See "*Transfer Restrictions*" and "*Plan of Distribution—Notes Are Not Being Registered*."

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the Notes will be limited to such extent.

Exchanges between Regulation S Notes and Restricted Global Notes

Beneficial interests in one Global Note may generally be exchanged for interests in another Global Note. Depending on whether the transfer is being made during or after the 40-day period commencing on the original issue date of the Notes, and to which Global Note the transfer is being made, the seller may be required to provide certain written certifications in the form provided in the indenture. A beneficial interest in a Global Note that is transferred to a person who takes delivery through another Global Note will, upon transfer, become subject to any transfer restrictions and other procedures applicable to beneficial interests in the other Global Note.

Transfers involving exchanges of beneficial interests between the Regulation S Global Notes and the Restricted Global Notes will be effected by DTC by means of an instruction originated through the DTC deposit/withdrawal at custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Restricted Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other

Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for so long as it remains such an interest.

TAXATION

General

This section summarizes the principal Peruvian tax and U.S. federal income tax considerations relating to the purchase, ownership and disposition of the Additional Notes. This summary does not provide a comprehensive description of all tax considerations that may be relevant to a decision to purchase the Additional Notes. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than the United States and Peru.

This summary is based on the tax laws of Peru and the United States as in effect on the date of this offering memorandum, as well as regulations, rulings and decisions of Peru and the United States available on or before that date and now in effect. Those laws, rules, regulations and decisions are subject to change and changes could apply retroactively, which could affect the continued accuracy of this summary.

Prospective purchasers of the Additional Notes should consult their own tax advisors as to the Peruvian, U.S. or other tax consequences of the purchase, ownership and disposition of the Notes or beneficial interests therein. They should especially consider how the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws, could apply to them in their particular circumstances.

Peruvian Taxation

The discussion in this offering memorandum is not intended or written to be used, and cannot be used by any person, for the purpose of avoiding Peruvian taxation, and was written to support the promotion or marketing of the offering memorandum. Each investor should seek advice based on their particular circumstances from an independent tax advisor.

The following is a general summary of the material consequences under Peruvian income tax law, as in effect as of the date of this offering memorandum, derived from the purchase, ownership and disposition of beneficial interests in the Notes by non-Peruvian holders. For purposes of this section, "non-Peruvian holder" means either: (i) an individual who is not domiciled in Peru or (ii) a legal entity that is not incorporated under the laws of Peru, unless the debt securities are assigned to a branch, agent, representative or permanent establishment in Peru of a foreign entity. For purposes of Peruvian taxation, an individual is deemed domiciled in Peru if he or she (i) is a Peruvian citizen who has regular residence in Peru or (ii) is not a Peruvian citizen but has remained present in Peru for more than 183 days within any 12-month period.

This summary does not purport to address all Peruvian income tax consequences that may be applicable or relevant to particular non-Peruvian holders.

Peru has currently in force treaties to avoid double taxation with the Andean Community (Bolivia, Colombia and Ecuador), Brazil, Canada, Chile, Switzerland, South Korea, Mexico, Portugal and Japan. Non-Peruvian holders that are domiciled in any of these countries should consult an independent tax advisor regarding the application of the treaties.

Interest

Non-Peruvian Holders are subject to income tax in Peru only on Peruvian source income. For these purposes, interest payments derived from the Notes are considered Peruvian source income.

Interest payments derived from the Notes received by non-Peruvian holders that are entities will be subject to Peruvian withholding income tax at a rate of 4.99%. In order to qualify for the preferential withholding income tax rate of 4.99%, the non-Peruvian holder and the Company shall not be deemed related parties; otherwise, the rate will be 30%. Similarly, interest payments derived from the Notes received by non-Peruvian holders who are individuals is subject to withholding income tax at a rate of 4.99%, provided that the non-Peruvian holder does not reside in a tax haven or non-cooperative jurisdictions and/or is not subject to a preferred tax regime, as defined in the Income Tax Law. If this requirement is not fulfilled, the applicable withholding rate will be 30%.

Capital Gains

With respect to non-Peruvian holders, any gain arising from the sale, exchange or other disposition of the beneficial interest in the Notes would not be subject to Peruvian income tax. Prospective purchasers should discuss with their own tax advisors the application of any income tax described herein to their particular situations.

Financial Transaction Tax ("ITF")

ITF is levied on, among other transactions, any transfer, turnover, deposit, credit or debit from accounts opened by individuals or corporations in the Peruvian financial system. Currently, the tax rate is 0.005%.

Value-Added Tax

Interest paid on the Notes is not subject to any Peruvian value-added tax (*Impuesto General a las Ventas*).

Moreover, the sale, exchange or disposition of the Notes is not subject to any Peruvian value-added tax.

Certain U.S. Federal Income Tax Consequences

The following discussion is a summary of certain U.S. federal income tax consequences of acquiring, owning and disposing of the Additional Notes. This discussion applies only to U.S. Holders (as defined below) that purchase the Additional Notes at the initial issue price indicated on the cover of this offering memorandum and that hold the Additional Notes as "capital assets" (generally, property held for investment). This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), its legislative history, existing final, temporary and proposed U.S. Treasury regulations, administrative pronouncements by the U.S. Internal Revenue Service (the "IRS"), and judicial decisions, in each case as of the date hereof and all of which are subject to change (possibly on a retroactive basis) and to different interpretations. This discussion is intended for general information only and does not purport to address all U.S. federal income tax consequences that may be relevant to a particular U.S. Holder and each U.S. Holder is urged to consult its own tax advisor regarding its specific tax situation. The discussion does not address the tax consequences that may be relevant to U.S. Holders subject to special tax rules, including, for example:

- insurance companies;
- tax-exempt organizations;
- dealers in securities or currencies;
- traders in securities that elect the mark-to-market method of accounting with respect to their securities holdings;
- banks or other financial institutions;
- regulated investment companies or real estate investment trusts;
- partnerships or other pass-through entities or arrangements for U.S. federal income tax purposes;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- taxpayers with applicable financial statements subject to the application of Section 451(b) of the Code;
- U.S. expatriates; or
- persons that hold the Additional Notes as part of a hedge, straddle, conversion or other integrated transaction.

Further, this discussion does not address the alternative minimum tax consequences of holding the Additional Notes or the potential application of the Medicare tax on net investment income. In addition, this

discussion does not address the state, local and non-U.S. tax consequences of acquiring, owning and disposing of the Additional Notes or any aspects of U.S. federal tax law other than income taxation.

As used herein, the term "U.S. Holder" means a beneficial owner of the Additional Notes that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the trust's administration and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) the trust has an election in effect under current U.S. Treasury regulations to be treated as a U.S. person.

If a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds the Additional Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Partnerships that are beneficial owners of Additional Notes, and partners in such partnerships, should consult their tax advisors regarding the U.S. federal, state, local and non-U.S. tax consequences of acquiring, owning and disposing of the Additional Notes.

Qualified Reopening

It is anticipated that the Additional Notes offered hereunder will be issued pursuant to a "qualified reopening" of the Initial Notes for U.S. federal income tax purposes. If the Additional Notes are issued in a qualified reopening, the Additional Notes will be deemed to have the same issue date and issue price as the Initial Notes and will be fungible with the Initial Notes for U.S. federal income tax purposes. The remainder of this discussion assumes that the issuance of the Additional Notes will be treated as part of the same issue as the Initial Notes.

Pre-Issuance Accrued Interest

A portion of the price paid for the Additional Notes will be attributable to interest that accrued from April 28, 2026 ("pre-issuance accrued interest"). We intend to take the position that the Additional Notes should be treated, for U.S. federal income tax purposes, as having been purchased for a price that does not include any pre-issuance accrued interest and that a portion of the first stated interest payment on the Additional Notes corresponding to the pre-issuance accrued interest should be treated as a non-taxable return of such pre-issuance accrued interest, and not as a payment of interest on the Additional Notes. The remainder of this discussion assumes that the first interest payment on the Additional Notes will be so treated. U.S. Holders should consult their tax advisors concerning the U.S. federal income tax treatment of pre-issuance accrued interest.

Interest

Interest paid to a U.S. Holder on an Additional Note, including any amount withheld in respect of any taxes and any additional amounts, and excluding any pre-issuance accrued interest, will be includible in gross income as ordinary interest income at the time such payments are received or accrued in accordance with such U.S. Holder's regular method of tax accounting for U.S. federal income tax purposes. If Peruvian or other non-U.S. income taxes are withheld on interest payments on the Additional Notes (including any income taxes withheld on any additional amounts paid), a U.S. Holder will also be treated as having received an amount equal to the amount of such income taxes and as having paid such amount to the relevant taxing authority. As a result, the amount of interest income included in gross income by a U.S. Holder would be greater than the amount of cash actually received by the U.S. Holder in such instance.

Interest on the Additional Notes will be treated as foreign source income for U.S. federal income tax purposes and generally will constitute "passive category" income for most U.S. Holders. Subject to generally

applicable restrictions and conditions (including a minimum holding period requirement), if any foreign income taxes are withheld on interest payments on the Additional Notes, a U.S. Holder may be entitled to a foreign tax credit in respect of any such foreign income taxes. These generally applicable restrictions and conditions include requirements adopted in U.S. Treasury regulations promulgated in December 2021, and subject to the discussion below, there can be no assurance that any taxes imposed by Peru will satisfy these requirements. A subsequent notice from the IRS provides temporary relief from such U.S. Treasury regulations by allowing taxpayers to apply a modified version of the U.S. Treasury regulations for taxable years ending before the date that a notice or other guidance withdrawing or modifying the temporary relief is issued (or any later date specified in such notice or other guidance), *provided* that the taxpayer consistently applies such modified version of the U.S. Treasury regulations and complies with specific requirements set forth in a previous notice. In the case of a U.S. Holder that consistently elects to apply the modified version of the U.S. Treasury regulations in the manner described in the preceding sentence, the Peruvian tax on interest generally will qualify as a creditable tax. In the case of all other U.S. Holders, the application of these requirements to the Peruvian tax on interest is uncertain and we have not determined whether these requirements have been met. If the Peruvian tax is not a creditable tax for a U.S. Holder or the U.S. Holder does not elect to claim a foreign tax credit for any foreign income taxes, the U.S. Holder may be able to deduct the Peruvian tax in computing the U.S. Holder's taxable income for U.S. federal income tax purposes, subject to applicable limitations and requirements. The calculation of U.S. foreign tax credits and, in the case of a U.S. Holder that elects to deduct foreign income taxes, the availability of deductions, involves the application of complex rules that depend on a U.S. Holder's particular circumstances. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit (or the availability of deductions) under their particular circumstances.

Bond Premium

A U.S. Holder that purchases an Additional Note for an amount (excluding any amount attributable to pre-issuance accrued interest) in excess of its principal amount may elect to treat the excess as "amortizable bond premium," in which case the amount of interest on the Additional Note required to be included in the U.S. Holder's income each year will be reduced by the amount of amortizable bond premium allocable (based on the Additional Note's yield to maturity) to that year. Any bond premium that is amortized by a U.S. Holder to reduce interest with respect to an Additional Note will reduce the U.S. Holder's adjusted tax basis in the Additional Note. If a U.S. Holder does not elect to amortize bond premium, then that premium will decrease the gain or increase the loss otherwise recognized on a disposition of the Additional Notes. Any election to amortize bond premium applies to all bonds (other than bonds the interest on which is excludible from gross income for U.S. federal income tax purposes) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS.

Sale, Exchange or Other Taxable Disposition

Upon a sale, exchange or other taxable disposition (including a redemption) of an Additional Note, a U.S. Holder will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale, exchange or other taxable disposition (other than amounts attributable to accrued but unpaid interest, which will be taxable as ordinary interest income to the extent not previously included in gross income) and the U.S. Holder's adjusted tax basis in the Additional Note. A U.S. Holder's adjusted tax basis in an Additional Note generally will equal the cost of the Additional Note to the U.S. Holder (excluding any amount attributable to pre-issuance accrued interest), reduced (but not below zero) by any amortized bond premium. Any such gain or loss will generally be capital gain or loss and will be long-term capital gain or long-term capital loss if the Additional Notes have been held for more than one year at the time of such sale, exchange or other taxable disposition. Certain non-corporate U.S. Holders (including individuals) may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. Any gain or loss realized on the sale, exchange or other taxable disposition of an Additional Note generally will be treated as U.S. source gain or loss, as the case may be. The deductibility of capital losses is subject to limitations under the Code.

If any gain from the sale, exchange or other taxable disposition of Additional Notes is subject to Peruvian or other non-U.S. income tax, a U.S. Holder may not be able to credit such tax against its U.S. federal income tax liability under the U.S. foreign tax credit limitations of the Code (because such gain generally would be U.S. source income) unless such income tax can be credited (subject to applicable limitations) against U.S. federal income tax due on other income that is treated as derived from foreign sources. Alternatively, the U.S. Holder may deduct such

taxes in computing taxable income for U.S. federal income tax purposes provided that the U.S. Holder does not elect to claim a foreign tax credit for any foreign income taxes paid or accrued for the relevant taxable year. Prospective investors should consult their own tax advisors as to the U.S. federal income tax (including foreign tax credit) implications of such sale, exchange or other taxable disposition of an Additional Note.

If we undergo certain transactions, as described under "Description of Notes—Covenants—Limitation on Merger, Consolidation and Sale of Assets" above, a deemed taxable exchange of any outstanding Additional Notes may occur for U.S. federal income tax purposes. U.S. Holders should consult their tax advisors regarding the potential U.S. federal income tax implications of such a deemed taxable exchange.

U.S. Backup Withholding and Information Reporting

Information reporting requirements generally apply to payments of principal of, and interest (including additional amounts, if any) on, an Additional Note and to proceeds of the sale or redemption of an Additional Note, to U.S. Holders (other than exempt recipients). Backup withholding will be required on payments on an Additional Note to a U.S. Holder, other than an exempt recipient, if the U.S. Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will generally be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is furnished to the IRS in a timely manner.

Foreign Financial Asset Reporting

Certain U.S. Holders who are individuals or domestic entities may be required to report information relating to an interest in the Additional Notes by filing IRS Form 8938 with their U.S. federal income tax return, subject to certain exceptions (including an exception for Additional Notes held in accounts maintained by certain financial institutions). U.S. Holders should consult their tax advisors regarding the effect, if any, of this requirement on their ownership and disposition of the Additional Notes.

THE ABOVE DESCRIPTION IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF ADDITIONAL NOTES. PROSPECTIVE PURCHASERS OF ADDITIONAL NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF THEIR PARTICULAR SITUATIONS.

PLAN OF DISTRIBUTION

Subject to the terms and conditions set forth in a purchase agreement among us and the initial purchasers, we have agreed to sell to the initial purchasers, and each of the initial purchasers has agreed, severally and not jointly, to purchase from us, the principal amount of Additional Notes set forth opposite its name below.

Initial Purchasers	Principal Amount of Additional Notes
BofA Securities, Inc.	US$61,334,000
Banco BTG Pactual S.A. – Cayman Branch	US$61,333,000
Goldman Sachs & Co. LLC	US$61,333,000
BBVA Securities Inc.	US$24,000,000
Natixis Securities Americas LLC	US$12,000,000
Total	US$220,000,000

Subject to the terms and conditions set forth in the purchase agreement, the initial purchasers have agreed, severally and not jointly, to purchase all of the Additional Notes sold under the purchase agreement if any of these Additional Notes are purchased. If an initial purchaser defaults, the purchase agreement provides that the purchase commitments of the non-defaulting initial purchasers may be increased or the offering may be terminated.

We and the Subsidiary Guarantors have agreed to indemnify the initial purchasers and their affiliates against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the initial purchasers may be required to make in respect of those liabilities.

The initial purchasers are offering the Additional Notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the Additional Notes, and other conditions contained in the purchase agreement, such as the receipt by the initial purchasers of officer's certificates and legal opinions. The initial purchasers reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part. The initial purchasers may offer and sell the Additional Notes through any of their affiliates.

Banco BTG Pactual S.A. - Cayman Branch is not a broker-dealer registered with the SEC, and therefore may not makes sales of any Additional Notes in the United States or to U.S. persons except in compliance with applicable U.S. laws and regulations. To the extent Banco BTG Pactual S.A. - Cayman Branch intends to sell the Additional Notes in the United States, it will do so only through BTG Pactual US Capital, LLC or one or more U.S. registered broker-dealers, or otherwise as permitted by applicable U.S. law.

Commissions and Discounts

The initial purchasers propose initially to offer the Additional Notes at the offering price set forth on the cover page of this offering memorandum. After the initial offering, the offering price or any other term of the offering may be changed.

Notes Are Not Being Registered

The Additional Notes have not been registered under the Securities Act or any state securities laws. The initial purchasers propose to offer the Additional Notes for resale in transactions not requiring registration under the Securities Act or applicable state securities laws, including sales pursuant to Rule 144A and Regulation S. The initial purchasers will not offer or sell the Additional Notes except to persons they reasonably believe to be qualified institutional buyers or pursuant to offers and sales to non-U.S. persons that occur outside of the United States within the meaning of Regulation S. In addition, until 40 days following the commencement of this offering, an offer or sale of Additional Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act. Each purchaser of the Additional Notes will be deemed to have made acknowledgments, representations and agreements as described under "Transfer Restrictions." See "—*Settlement*."

Further Issue of Notes

The Additional Notes are be consolidated, constitute a further issuance of, form a single series, and are fully fungible with the outstanding Initial Notes. The Additional Notes have identical terms and conditions to the Initial Notes in all respects, except for the issue date and issuer price. The Initial Notes are listed on the Luxembourg Stock Exchange. Although the Initial Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange and we have applied to have the Additional Notes offered hereby listed on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market, we cannot assure you that an active market for the Notes will be maintained. We have been advised by the initial purchasers that they presently intend to make a market in the Notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. We cannot assure the liquidity of the trading market for the Notes. If an active trading market for the Notes is not maintained, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

No Sales of Similar Securities

We have agreed that we will not, for a period of 90 days after the date of this offering memorandum, without first obtaining the prior written consent of the initial purchasers directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open "put equivalent position," or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any of our debt securities or securities exchangeable for or convertible into our debt securities, except for the Additional Notes sold to the initial purchasers pursuant to the purchase agreement.

Stabilization Transactions and Short Positions

In connection with the offering of the Additional Notes, the initial purchasers may engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which creates a short position for the initial purchasers. A short position is more likely to be created if the initial purchasers are concerned that there may be downward pressure on the price of the Additional Notes in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions involve bids to purchase the Notes in the open market for the purpose of pegging, fixing or maintaining the price of the Notes. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover short positions. Any of these transactions may have the effect of preventing or retarding a decline in the market price of the Notes or cause the price of the Notes to be higher than it would otherwise be in the absence of those transactions.

Neither we nor any of the initial purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes. If the initial purchasers commence any of these transactions, they may discontinue them at any time.

Settlement

Delivery of the Additional Notes was made against payment therefor on or about June 24, 2026, which will be the fifth business day following the date of this offering memorandum (such settlement being referred to as "T+5"). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market will be required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Additional Notes prior to the first business day before delivery of the Additional Notes hereunder will be required, by virtue of the fact that the Additional Notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Additional Notes who wish to trade the Additional Notes prior to their date of delivery hereunder should consult their advisors.

For settlement and clearing purposes, the Additional Notes issued pursuant to Regulation S will be assigned a temporary ISIN, CUSIP and Common Code that differ from those of the Initial Notes. After the 40-day distribution compliance period ends, book-entry interests in the global note representing the Additional Notes sold

to non-U.S. persons outside the United States pursuant to Regulation S will automatically convert into book-entry interests in such global note with the same ISIN, CUSIP and Common Code identifiers as the Initial Notes.

Selling Restrictions

Neither we nor the initial purchasers are making an offer to sell, or seeking offers to buy, the Additional Notes in any jurisdiction where the offer and sale is not permitted. You must comply with all applicable laws and regulations in force in any jurisdiction in which you purchase, offer or sell the Additional Notes or possess or distribute this offering memorandum, and you must obtain any consent, approval or permission required for your purchase, offer or sale of the Additional Notes under the laws and regulations in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales. Neither we nor the initial purchasers will have any responsibility therefor.

Notice to Prospective Investors in the European Economic Area

The Additional Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes the expression "retail investor" means a person who is one (or more) of:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II;

(ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Regulation.

Consequently, no key information document required by the PRIIPs Regulation for offering or selling the Additional Notes or otherwise making them available to retail investors in the EEA has been prepared and, therefore, offering or selling the Additional Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Each person in a member state of the EEA to whom any offer of Additional Notes is made or who receives any communication in respect of, or who initially acquires any Additional Notes under, the offers contemplated in this offering memorandum, or to whom the Additional Notes are otherwise made available will be deemed to have represented, warranted and agreed to and with the initial purchasers and us that it and any person on whose behalf it acquires Additional Notes as a financial intermediary, is (i) a "qualified investor" within the meaning of the Prospectus Regulation and (ii) not a "retail investor" as defined above.

Notice to Prospective Investors in the United Kingdom

The Additional Notes are not intended to be offered, sold, distributed, or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes the expression "retail investor" means a person who is either one (or both) of the following:

(i) not a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; or

(ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs.

Consequently, no disclosure document required by DISC, for offering, selling or distributing the Additional Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Additional Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the CCI Regulations.

This document is only being distributed to and is only directed at (i) persons who are outside the UK or (ii) investment professionals falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") or (iii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Order or (iv) are persons to whom an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000 ("FSMA") in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons in (i), (ii), (iii) and (iv) together being referred to as "relevant

persons"). Any Additional Notes will only be available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Additional Notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

Each initial purchaser is expected to:

(a) communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Additional Notes only in circumstances in which Section 21(1) of the FSMA does not apply to the issuer or the Subsidiary Guarantors; and

(b) comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Additional Notes in, from or otherwise involving the UK.

Notice to Prospective Investors in Switzerland

This offering memorandum is not intended to constitute an offer or solicitation to purchase or invest in the Additional Notes. The Additional Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the Additional Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this offering memorandum nor any other offering or marketing material relating to the Additional Notes, constitutes or will constitute a prospectus pursuant to the FinSA, and neither this offering memorandum nor any other offering or marketing material relating to the Additional Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Notice to Prospective Investors in Hong Kong

The Additional Notes will not be offered or sold in Hong Kong by means of any document other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571, The Laws of Hong Kong) and any rules made thereunder; or (ii) in other circumstances which do not result in the document being a "prospectus" the meaning of the Companies Ordinance (Cap. 32, The Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of that Ordinance, and no advertisement, invitation or document relating to the Additional Notes may be issued or may be in the possession of any person for the purpose of any issuance (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Additional Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder.

Notice to Prospective Investors in Singapore

This offering memorandum has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each initial purchaser has not offered or sold any Additional Notes or caused such Additional Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this document or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Additional Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act of Singapore (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with, the conditions of, any other applicable provision of the SFA.

Where the Additional Notes subscribed or purchased under Section 275 of the SFA by a relevant person that is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for six months after that corporation has acquired the Additional Notes under Section 275 of the SFA

except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA); (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA; (3) where no consideration is or will be given for the transfer; (4) where the transfer is by operation of law; (5) as specified in Section 276(7) of the SFA; or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32").Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person that is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for six months after that trust has acquired the Notes under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA); (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets); (3) where no consideration is or will be given for the transfer; (4) where the transfer is by operation of law; (5) as specified in Section 276(7) of the SFA; or (6) as specified in Regulation 32.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Notice to Prospective Investors in Japan

The Additional Notes have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, or the "FIEA"). Accordingly, none of the Additional Notes or any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any "resident" of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

Notice to Prospective Investors in Peru

The Additional Notes and the information contained in this offering memorandum are not being publicly marketed or offered in Peru and have not and will not be distributed or cause to be distributed to the general public in Peru. Peruvian securities laws and regulations on public offerings will not be applicable to the offering of the Additional Notes and therefore, the disclosure obligations set forth therein will not be applicable to the issuer or the sellers of the Additional Notes before or after their acquisition by prospective investors. The Additional Notes and information contained in this offering memorandum have not been, and will not be, reviewed, confirmed, approved or in any way submitted to the *Superintendencia del Mercado de Valores* (Peruvian capital markets regulator) (the "SMV") nor have they been registered with the SMV's Securities Market Public Registry (*Registro Público del Mercado de Valores*). Accordingly, the Additional Notes cannot be offered or sold within Peruvian territory except to the extent any such offering or sale qualifies as a private offering under Peruvian law and regulations and complies with the provisions on private offerings set forth therein.

Notice to Prospective Investors in Brazil

The Additional Notes have not been, and will not be, registered with the Brazilian Securities Commission (*Comissão de Valores Mobiliários*), or the CVM. The Additional Notes may not be offered or sold in Brazil, except in circumstances that do not constitute a public offering in Brazil under CVM Resolution No. 160, dated 13 July 2022, as amended ("CVM Resolution 160") or unauthorized distribution under Brazilian laws and regulations. The Additional Notes are not being offered into Brazil. The Additional Notes will be authorized for trading on organized non-Brazilian securities markets and may only be offered to Brazilian professional investors (as defined by applicable CVM regulation), who may only acquire the Additional Notes through a non-Brazilian account, with settlement outside Brazil in non-Brazilian currency. The trading of these securities on regulated securities markets in Brazil is prohibited.

Notice to Prospective Investors in Chile

The Additional Notes being offered will not be registered under Law No. 18,045 (the "Chilean Securities Market Law") in the Securities Registry (*Registro de Valores*) or in the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the Chilean Financial Markets Commission (*Comisión para el Mercado Financiero*, or the "CMF") and, therefore, the Additional Notes are not and will not be subject to the supervision of the CMF. As unregistered securities in Chile, we are not required to disclose public information about the Additional Notes in Chile. Accordingly, the Additional Notes cannot and will not be publicly offered to persons in Chile unless they are registered in the corresponding Securities Registry. The Additional Notes, as a general rule, may only be offered in Chile in circumstances that do not constitute a "public offering" under Chilean law or in compliance with General Rule (*Norma de Carácter General*) No. 336 of the CMF, dated June 27, 2012 ("CMF Rule 336"). Pursuant to the Chilean Securities Market Law, a public offering of securities is an offering that is addressed to the general public or to certain specific categories or groups thereof. Considering that the definition of public offering is quite broad, even an offering addressed to a small group of investors may be considered to be addressed to a certain specific category or group of the public and therefore be considered public under applicable law. However, pursuant to Rule 336, the Additional Notes may be privately offered in Chile to certain "qualified investors" (*Inversionistas Calificados*) identified as such therein (which in turn are further described in General Rule No. 216 of the CMF, dated June 12, 2008).

CMF Rule 336 requires the following information to be provided to prospective investors in Chile:

1. Date of commencement of the offer: June 15, 2026. The offer of the Additional Notes is subject to CMF Rule 336;

2. The subject matter of this offer are securities not registered with the Securities Registry (*Registro de Valores*) of the CMF, nor with the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the CMF, therefore the Additional Notes are not being subject to the oversight of the CMF;

3. Since the Additional Notes are not registered in Chile there is no obligation by the issuer to make publicly available information about the Additional Notes in Chile; and

4. The Additional Notes shall not be subject to public offering in Chile unless registered with the corresponding Securities Registry of the CMF.

Notice to Prospective Investors in Canada

The Additional Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Additional Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws in Canada.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment hereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the initial purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Colombia

The Additional Notes have not been, and will not be, registered in the National of Securities and Issuers Registry (*Registro Nacional de Valores y Emisores*) maintained by the Colombian Superintendence of Finance (*Superintendencia Financiera de Colombia*) or listed on a regulated securities trading system as the Colombia Stock Exchange (*Bolsa de Valores de Colombia*). Therefore, the Additional Notes may not be publicly offered, sold or negotiated in Colombia, except in compliance with the applicable Colombian securities regulations; provided that foreign financial entities must abide by the terms of Decree 2555 of 2010 (and/or any other applicable laws from time to time) to offer, or to undertake any other activities in connection with, the Additional Notes privately to their Colombian clients.

The offering memorandum is for the sole and exclusive use of the addressee as an offeree in Colombia, and the offering memorandum shall not be interpreted as being addressed to any third party in Colombia or for the use of any third party in Colombia, including any shareholders, administrators or employees of the addressee.

The recipient of the Additional Notes acknowledges that certain Colombian laws and regulations (including, but not limited to, foreign exchange and tax regulations) are applicable to any transaction or investment made in connection with the Additional Notes being offered and represents that it will be liable for complying with any such laws and regulations when so required under Colombian law.

Notice to Prospective Investors in Taiwan

The Additional Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or any other regulatory authorities of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in any circumstances that constitute an offer or solicitation of an offer within the meaning of the Securities and Exchange Act or relevant laws and regulations of Taiwan that require registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or any other regulatory authorities of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the Additional Notes in Taiwan.

Other Relationships

Some of the initial purchasers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the initial purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. If any of the initial purchasers or their affiliates has a lending relationship with us, certain of those initial purchasers or their affiliates routinely hedge, and certain other of those initial purchasers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, the initial purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Additional Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Additional Notes offered hereby. The initial purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In addition, the initial purchasers and/or their affiliates are or may be lenders, and in some cases agents or managers for the lenders, under credit facilities made to us.

TRANSFER RESTRICTIONS

Because the following restrictions will apply with respect to the resale of the Additional Notes, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Additional Notes.

None of the Additional Notes nor any of the guarantees has been registered under the Securities Act or any state securities laws, and they may not be offered or sold within the United States or to, or for the account or benefit of, US persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Additional Notes are being offered and sold only (A) to "qualified institutional buyers" (as defined in Rule 144A promulgated under the Securities Act, or Rule 144A) ("QIBs") in compliance with Rule 144A and (B) outside the United States to persons other than US persons ("non-US purchasers," which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for non-US beneficial owners (other than an estate or trust)) in reliance upon Regulation S under the Securities Act, or Regulation S. As used herein, the terms "United States" and "US person" have the meanings given to them in Regulation S.

Each purchaser of Additional Notes (other than the initial purchasers in connection with the initial issuance and sale of the Additional Notes) will be deemed to have represented and agreed as follows:

1. It is purchasing the Additional Notes for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is either (A) a QIB, and is aware that the sale to it is being made in reliance on Rule 144A or (B) a non-US purchaser that is outside the United States (or a non-US purchaser that is a dealer or other fiduciary as referred to above).

2. It acknowledges that the Additional Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act; that the Additional Notes have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, US persons except as set forth below.

3. It shall not resell or otherwise transfer any of such Additional Notes at any time for a 144A Note and for 40 days for a Reg S Note except (A) to the Company or any of its subsidiaries, (B) to a QIB in a transaction complying with Rule 144A, (C) outside the United States in compliance with Rule 904 under the Securities Act, (D) in accordance with another exemption from the registration requirements of the Securities Act (if available and based upon an opinion of counsel if the Company so requests), or (F) pursuant to an effective registration statement under the Securities Act.

4. It agrees that it will give to each person to whom it transfers the Additional Notes notice of any restrictions on transfer of such Additional Notes.

5. It acknowledges that prior to any proposed transfer of Additional Notes in certificated form or of beneficial interests in a note in global form (a "Global Note") (in each case other than pursuant to an effective registration statement) the holder of Additional Notes or the holder of beneficial interests in a Global Note, as the case may be, may be required to provide certifications and other documentation relating to the manner of such transfer and submit such certifications and other documentation as provided in the indenture.

6. It understands that (i) the following is the form of restrictive legend which will appear on the face of the Rule 144A Global Note, and which will be used to notify transferees of the foregoing restrictions on transfer:

> "THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES THAT THIS NOTE OR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO US, (2) SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE

SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES THAT IT WILL NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ONLY WITH THE CONSENT OF THE ISSUER.";

and (ii) the following is the form of restrictive legend which will appear on the face of the Regulation S Global Note and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES THAT NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY OTHER APPLICABLE JURISDICTION.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE AFTER 40 DAYS BEGINNING ON AND INCLUDING THE LATER OF (A) THE DATE ON WHICH THE NOTES ARE OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND (B) THE ORIGINAL ISSUE DATE OF THIS NOTE."

For further discussion of the requirements (including the presentation of transfer certificates) under the indenture to effect exchanges or transfers of interest in global notes and certificated notes, see "*Form of Notes, Clearing and Settlement*."

7. It acknowledges that the foregoing restrictions apply to holders of beneficial interests in the Additional Notes, as well as holders of the Additional Notes.

8. It acknowledges that the Trustee will not be required to accept for registration of transfer any Additional Notes acquired by it, except upon presentation of evidence satisfactory to us and the Trustee that the restrictions set forth herein have been complied with.

9. It acknowledges that we, the initial purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by its purchase of the Additional Notes is no longer accurate, it shall promptly notify us and the initial purchasers. If it is acquiring the Additional Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations, and agreements on behalf of each account.

VALIDITY OF THE NOTES

The validity of the Additional Notes will be passed upon for us by Allen Overy Shearman Sterling US LLP, our United States counsel, and by Payet, Rey, Cauvi, Pérez Abogados, our Peruvian Counsel, and for the initial purchasers by Paul Hastings LLP, United States counsel for the Initial Purchasers, and by Miranda & Amado Abogados S. Civil de R.L., Peruvian counsel for the Initial Purchasers. Allen Overy Shearman Sterling US LLP may rely without independent investigation as to all matters of Peruvian law on Payet, Rey, Cauvi, Pérez Abogados and Paul Hastings LLP may rely without independent investigation as to all matters of Peruvian law on Miranda & Amado Abogados S. Civil de R.L.

INDEPENDENT AUDITORS

Our consolidated financial statements as of and for the year ended December 31, 2025 included in this offering memorandum has been audited by Gaveglio Aparicio y Asociados Sociedad Civil de Responsabilidad Limitada a member firm of the PricewaterhouseCoopers International Limited network, independent auditors. Our unaudited interim condensed consolidated financial statements as of March 31, 2026 and for the three months ended March 31, 2025 and 2026 have been subject to the limited review by Gaveglio Aparicio y Asociados Sociedad Civil de Responsabilidad Limitada a member firm of the PricewaterhouseCoopers International Limited network, independent auditors.

Our consolidated financial statements as of and for the year ended December 31, 2024 included in this offering memorandum have been audited by Velásquez, Loli y Asociados S. Civil de R.L., affiliate of a member firm of Deloitte Touche Tohmatsu Limited, independent auditors, as indicated in their report appearing herein.

LISTING AND GENERAL INFORMATION

The creation and issuance of the Additional Notes have been authorized by our Board of Directors on May 13, 2026 and by our shareholders on June 10, 2026.

Except as disclosed in this offering memorandum, there are no litigation or arbitration proceedings against or affecting us or any of our respective assets, nor are we aware of any pending or threatened proceedings, which are or might reasonably be expected to be material in the context of the issuance of the Additional Notes.

Except as disclosed in this offering memorandum, there has been no material adverse change or any development reasonably likely to involve a material adverse change, in our prospects and condition (financial or otherwise) or general affairs since March 31, 2026, that is material in the context of the issuance of the Additional Notes.

Application has been made to list the Additional Notes on the Official List of the Luxembourg Stock Exchange and to admit the Additional Notes to trading on the Euro MTF Market of the Luxembourg Stock Exchange.

For so long as any of the Notes remain outstanding, copies of the following documents will be obtainable and available free of charge during normal business hours at the offices of the paying agent and our principal office, at the addresses listed on the last page of this offering memorandum:

- this listing memorandum;
- the indenture relating to the Notes (which includes the contracts relating to the guarantees) and our by-laws (*estatuto*);
- the certificates of incorporation and amendments thereof of the Subsidiary Guarantors;
- the financial statements included in this offering memorandum; and
- all our future annual and quarterly unaudited interim condensed consolidated financial statements.

Each of the purchase agreement among the Company, the subsidiary guarantors and the initial purchasers, the indenture and the Notes are governed by the laws of the State of New York.

The global notes representing the notes have been accepted for clearing and settlement by Clearstream and Euroclear. The Rule 144A Global Note has been assigned ISIN US92863UAD81, CUSIP 92863U AD8 and Common Code 322180632. The Regulation S Global Note has been assigned ISIN USP98047AE63, CUSIP P98047 AE6 and Common Code 322179022. The Additional Notes that are sold in reliance on Regulation S have been assigned a temporary CUSIP and ISIN numbers and Common Code during a 40-day distribution compliance period commencing on their date of issuance, which are P98047 AF3, USP98047AF39 and 342045006, respectively. After such 40-day distribution compliance period, the notes offered hereby and sold in reliance on Regulation S will have the same CUSIP and ISIN numbers as, and will be fungible with, the Initial Notes originally issued on October 29, 2025, sold in reliance on Regulation S (ISIN USP98047AE63, CUSIP P98047 AE6 and Common Code 322179022).

Under New York law, claims against the issuer for the payment of principal, premium, if any, or interest on the Notes must be made within six years from the due date for payment thereof.

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Volcan Compañía Minera S.A.A. and Subsidiaries

Consolidated interim financial information (unaudited) as of March 31, 2026 and December 31, 2025

Volcan Compañía Minera S.A.A. and Subsidiaries

Consolidated Statement of Financial Position

As of March 31, 2026 (unaudited) and as of December 31, 2025 (audited)

	Notes	03/31/2026	12/31/2025
		US$000	US$000
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	5	294,460	334,671
Trade accounts receivable (net)	6	38,070	25,738
Other accounts receivable (net)	7	75,428	74,020
Income tax		9,806	8,677
Inventories (net)	8	51,158	47,451
Total current assets		468,922	490,557
NON-CURRENT ASSETS			
Other accounts receivable	7	42,958	46,237
Financial investments	9	145,958	106,902
Investment properties (net)	10	4,945	4,956
Property, plant and equipment (net)	11	762,084	729,135
Right-of-use assets (net)	12	12,995	12,726
Mining concessions, explorations and development costs and other assets (net)	13	823,145	809,731
Total non-current assets		1,792,085	1,709,687
TOTAL ASSETS		2,261,007	2,200,244
LIABILITIES AND EQUITY			
CURRENT LIABILITIES:			
Bank overdrafts		300	-
Financial obligations	14	34,976	88,561
Lease liabilities	15	7,963	8,854
Trade accounts payable	16	225,603	244,376
Derivative financial instruments	17	127,664	136,066
Other accounts payable	18	64,761	75,990
Taxes payable	19	32,800	27,447
Deferred income		21	21
Total current liabilities		494,088	581,315
NON-CURRENT LIABILITIES:			
Financial obligations	14	782,685	784,051
Lease liabilities	15	1,920	1,036
Other accounts payable	18	2,195	-
Provisions	20	232,505	225,322
Deferred income tax	21	107,113	77,493
Deferred income		551	556
Total non-current liabilities		1,126,969	1,088,458
Total liabilities		1,621,057	1,669,773
EQUITY:			
Issued capital stock	22	774,294	774,294
Higher value in the acquisition of treasury shares		(162,285)	(162,285)
Treasury shares		(41,511)	(41,511)
Legal reserve		23,528	12,009
Unrealized results		(37,611)	(75,242)
Retained earnings		83,535	23,206
Total equity		639,950	530,471
TOTAL LIABILITIES AND EQUITY		2,261,007	2,200,244

The accompanying notes are an integral part of this statement.

Volcan Compañía Minera S.A.A. and Subsidiaries

Consolidated Income Statement (unaudited)

For the period from January 1 to March 31, 2026 and 2025

	Notes	For the cumulative period from January 1 to March 31	
		2026	2025
		US$000	US$000
Net sales	23	361,260	277,800
Cost of sales	24	(194,105)	(176,891)
Gross profit		167,155	100,909
Administrative expenses		(20,931)	(16,808)
Selling expenses		(6,605)	(7,802)
Other income		15,629	5,798
Other expenses		(19,975)	(12,427)
Operating profit		135,273	69,670
Financial income	25	2,275	841
Financial expenses	25	(23,459)	(22,474)
Exchange difference (net)		(881)	516
Profit before income tax		113,208	48,553
Income tax	21	(41,360)	(14,040)
Net profit		71,848	34,513
Weighted average of the number of outstanding shares (in thousands)		3,857,594	3,857,594
Basic and diluted earnings per share		0.019	0.009

The accompanying notes are an integral part of this statement.

Volcan Compañía Minera S.A.A. and Subsidiaries

Consolidated Statement of Comprehensive Income

For the period from January 1 to March 31, 2026 and 2025

	For the cumulative period from January 1 to March 31	
	2026	2025
	US$000	US$000
Net profit	71,848	34,513
OTHER COMPREHENSIVE INCOME:		
Net change in gains unrealized on equity investments	40,170	2,820
Deferred income tax	(11,850)	(832)
Total other comprehensive income that may be subsequently reclassified to profit	28,320	1,988
Net change in gains unrealized on derivative financial	13,207	(1,794)
Deferred income tax	(3,896)	529
Total other comprehensive income that may be subsequently reclassified to profit	9,311	(1,265)
Other comprehesive income, net of income tax	37,631	723
Total comprehesive income, net of income tax	109,479	35,236

The accompanying notes are an integral part of this statement.

Volcan Compañía Minera S.A.A. and Subsidiaries

Statement of changes in the Net Stockholders' Equity

For the period from January 1 to March 31, 2026 and 2025

	Issued capital stock	Higher value in the acquisition of treasury shares	Treasury shares	Legal reserve	Unrealized results
	US$000	US$000	US$000	US$000	US$000
Balance as of January 1, 2025	774,294	(162,285)	(41,511)	-	49,406
Comprehensive income					
Net profit	-	-	-	-	-
Other comprehensive income	-	-	-	-	723
Total comprehensive income	-	-	-	-	723
Capital decrease	-	-	-	-	-
Other changes in equity	-	-	-	12,009	-
Balance as of March 31, 2025	774,294	(162,285)	(41,511)	12,009	50,129
Balance as of January 1, 2026	774,294	(162,285)	(41,511)	12,009	(75,242)
Comprehensive income					
Net profit	-	-	-	-	-
Other comprehensive income	-	-	-	-	37,631
Total comprehensive income	-	-	-	-	37,631
Legal reserve	-	-	-	11,519	-
Balance as of March 31, 2026	774,294	(162,285)	(41,511)	23,528	(37,611)

The accompanying notes are an integral part of this statement.

Volcan Compañía Minera S.A.A. and Subsidiaries

Consolidated Cash Flows Statement

For the period from January 1 to March 31, 2026 and 2025

	03/31/2026	03/31/2025
	US$000	US$000
OPERATING ACTIVITIES:		
Collection from:		
Sales	439,256	311,075
Return of credit balance subject to profit and taxes	57,413	9,740
Hedging financial instruments, net	(44,514)	337
Other collections	6,820	-
Payments to/for:		
Suppliers and others	(251,760)	(169,071)
Employees	(43,599)	(41,977)
Income tax	(36,605)	(22,686)
Royalties	(7,234)	(6,131)
Net cash and cash equivalents provided by operating activities	119,777	81,287
INVESTING ACTIVITIES:		
Payments for:		
Acquisition of shares of an energy company	(19,143)	-
Purchase of property, plant and equipment	(41,046)	(25,538)
Increase of exploration and development costs, and other assets	(26,308)	(23,808)
Net cash and cash equivalents used in investing activities	(86,497)	(49,346)
FINANCING ACTIVITIES:		
Payments for:		
Financial obligations	(69,785)	(12,597)
Interests	(4,006)	(21,430)
Overdrafts	300	-
Net cash and cash equivalents used in financing activities	(73,491)	(34,027)
NET INCREASE IN CASH AND CASH EQUIVALENTS	(40,211)	(2,086)
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD	334,671	155,834
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	294,460	153,748
Transactions that do not generate cash flows:		
Acquisition of assets under operating lease	2,059	-

The accompanying notes are an integral part of this statement

1. Identification and economic activity

(a) Identification –

Volcan Compañía Minera S.A.A. (hereinafter "the Company") is a subsidiary of Transition Metals AG., which is a subsidiary of Integral Capital Business S.A., a company domiciled in Panama, owner of 63.00% of common class A shares with voting rights in circulation and an economic interest of 27.40% excluding treasury shares.

On May 8, 2024, Glencore AG (the Company's former controlling shareholder), which is a subsidiary of Glencore PLC, carried out an over-the-counter transfer of its shares to Transition Metals AG.

The Company was incorporated in Peru, in the city of Lima, on February 1, 1998.

The total number of Class A common shares with voting rights and Class B common shares without voting rights that make up the Company's share capital are listed on the Lima Stock Exchange.

The legal domicile, where the administrative offices of the Company are located, is Av. Manuel Olguin No. 375, Santiago de Surco, Lima.

(b) Economic activity

The Company's principal economic activity comprises the exploration and exploitation of mining claims and the extraction, concentration, processing, and marketing of polymetallic minerals. The economic activity of the Subsidiaries is explained in section (d).

The Company and Subsidiaries engaged in mining operate the Yauli, Animon, Alpamarca, and Cerro mining units in the departments of Pasco, Junín, and Lima. The Subsidiary dedicated to the electricity generation business operates in the department of Lima.

(c) Approval of consolidated financial statements –

The consolidated financial statements as of March 31, 2026, were approved by the Company's Management on April 23, 2026. The consolidated financial statements as of December 31, 2025, were approved by the Shareholders´s Meeting on February 16, 2026.

(d) Subsidiaries

The consolidated financial statements include the financial statements from the following subsidiaries:

Consolidated Subsidiaries and economic activity	Direct and indirect interest in ownership		Domicile
	03/31/2026	12/31/2025	
	%	%	
Mining exploration and operation:			
Compañía Minera Chungar S.A.C.	100.00	100.00	Perú
Empresa Administradora de Cerro S.A.C.	100.00	100.00	Perú
Empresa Explotadora de Vinchos Ltda. S.A.C.	100.00	100.00	Perú
Minera Aurífera Toruna S.A.C. (1)	80.00	80.00	Perú
Electric power generation:			
Compañía Hidroeléctrica Tingo S.A. (2)	100.00	100.00	Perú
Transmisión de Generación Andina S.A.C.	100.00	-	Perú
Investments in general:			
Roquel Global S.A.C.	100.00	100.00	Perú
Compañía Industrial Limitada de Huacho S.A.	96.41	96.41	Perú
Empresa Minera Paragsha S.A.C.	100.00	100.00	Perú

(1) Subsidiary of Empresa Minera Paragsha S.A.C. and indirect subsidiary of the Company.

(2) Subsidiary of Compañía Minera Chungar S.A.C. and indirect subsidiary of the Company.

Below is a description of the economic activity of each subsidiary:

Compañía Minera Chungar S.A.C.

The Company operates two mining units: Animón, located in the province of Pasco, in the department of Cerro de Pasco, and Alpamarca, located in the province of Yauli, in the department of Junín. It is engaged in the exploration, development, and exploitation of mining deposits, mainly minerals containing zinc, copper, and lead. The Company holds 244 mining concessions with an indefinite term. Based on the estimation of reserves and resources, Company Management has determined a mine life through the year 2047.

Additionally, the Subsidiary owns 10 hydroelectric power plants, of which 9 are located in Huaral and 1 in Cerro de Pasco. Of these, 6 plants have concessions (4 with indefinite terms and 2 with defined terms), while 4 plants do not require a concession or permit as they are hydroelectric facilities with production below 500 kW, in accordance with the provisions of the Electricity Concessions Law.

Empresa Administradora de Cerro S.A.C.

The Company is located in the province of Pasco, in the department of Cerro de Pasco, and is engaged in the exploration, development, and exploitation of mining deposits, mainly minerals containing zinc and lead. Currently, the Subsidiary processes stockpiles at its Cerro mining unit, as its mining operations are currently suspended. The Subsidiary holds 10 mining concessions with an indefinite term. Based on the estimation of reserves and resources, Company Management has determined a mine life through the year 2030.

Additionally, at the General Shareholders' Meeting held on September 29, 2023, the merger by absorption of Oxidos de Pasco S.A.C. was approved, becoming effective as of October 1, 2023, and carried out at book value. As a result of the merger, the Company is engaged in the treatment of oxidized minerals at the leaching plant. The Subsidiary holds one processing concession with an indefinite term. Based on the estimation of reserves and resources, Company Management has determined a mine life through the year 2034.

Empresa Explotadora de Vinchos Ltda. S.A.C.

The Company is located in the Daniel Alcides Carrión province, in the department of Cerro de Pasco, and was incorporated for the exploration, development, and exploitation of mining deposits. Its main activity is the exploration of its mining concessions through funding provided by the Company and its Subsidiaries. No operating activities were carried out during 2026 and 2025.

Company Management is currently reassessing the potential of the projects, or alternatively, the option of a simple reorganization in order to seek synergies for the development of its projects. The Subsidiary has 29 mining concessions with an indefinite term.

Empresa Minera Paragsha S.A.C.

This company was incorporated for exploration, operation, assignment, and mining usufruct; however, its main activity now is the purchase and sale of investments in equity instruments. This subsidiary has shares of the Company and investments in Inversiones Portuarias Chancay S.A.A and Cementos Polpaico S.A. This subsidiary has 30 mining concessions.

Minera Aurífera Toruna S.A.C.

Its concessions are located in the districts of Ulcumayo and Paucartambo, in the departments of Junín and Cerro de Pasco, respectively. The Company was incorporated for the exploration, development, and exploitation of mining deposits, with its main activity being exploration of its mining concessions financed by the Company and its Subsidiaries. No operating activities were carried out during 2026 and 2025.

Company Management is currently reassessing the potential of the projects, or the option of a simple reorganization to seek synergies for the development of its projects. The Subsidiary has 7 mining concessions with an indefinite term.

Compañía Hidroeléctrica Tingo S.A.

The Company is engaged in the operation and maintenance of power generation plants and electricity transmission systems. It owns the Tingo Hydroelectric Power Plant, with a capacity of 1.25 MW, and 82 km of transmission lines at 22.9 kV and 50 kV, located in the province of Huaral, department of Lima. The Subsidiary has an indefinite-term electricity concession.

Transmisión Andina de Generación S.A.C.

The Company provides services related to the generation, transmission, and distribution of electricity. It owns two hydroelectric power plants: La Oroya Hydroelectric Power Plant and Pachachaca Hydroelectric Power Plant, both located in Junín, with a combined installed capacity of approximately 19 MW.

Roquel Global S.A.C.

The Company is engaged in real estate development, aimed at carrying out port and logistics activities related to the Port of Chancay. During 2019, the Company carried out municipal procedures for the adjudication of the acquired land (sanitation phase), which is still in process. The Industrial Logistics Complex Project continues to seek a strategic partner and is currently at an early stage. The Subsidiary is located in the district of Surco, Lima.

Compañía Industrial Limitada de Huacho S.A.

The Company is engaged in real estate activities. Its main properties are located in the district of Jesús María, province of Lima.

Empresa Minera Paragsha S.A.C.

The Company was incorporated for mining exploration, exploitation, assignment, and usufruct activities; however, since 2006, its main activity has been the purchase and sale of equity investments, holding shares of the Company and Cementos Polpaico S.A. (Note 9). The Subsidiary holds 47 mining concessions, of which 30 have an indefinite term. The Subsidiary is located in the district of Surco, Lima.

(e) Financial investment in a related entity - Inversiones Portuarias Chancay S.A.A.

The Company was registered with the Lima Registry Office of the National Superintendence of Public Registries ("Superintendencia Nacional de Registros Públicos" - SUNARP) on October 3, 2023. In accordance with the resolutions adopted at the General Shareholders' Meeting held on August 24, 2023, the Company was created to acquire, develop, and negotiate equity interests or proprietary rights in companies engaged in port and logistics activities of any nature, as well as related services.

The General Shareholders' Meeting of Volcan Compañía Minera S.A.A. held on August 24, 2023, and the General Shareholders' Meeting of Inversiones Portuarias Chancay S.A.A. held on October 25, 2023, approved the spin-off of the equity block consisting of 40% of the shares of Cosco Shipping Ports Chancay Perú S.A., owned by Volcan Compañía Minera S.A.A., which were transferred to Inversiones Portuarias Chancay S.A.A.

The effective date of the spin-off was March 4, 2024, and the net book value of the equity block as of that date amounted to S/443,328 (equivalent to US$132,386), consisting of capital of S/407,656 and additional paid-in capital of S/35,672.

As a result of the spin-off, the Board of Directors agreed to amend the Company's bylaws, which now state that the subscribed and paid-in capital of Inversiones Portuarias Chancay S.A.A. amounts to S/407,656, represented by 1,633,414,553 Class "A" common shares and 2,443,157,622 Class "B" common shares, each with a par value of S/0.10.

Pursuant to the spin-off agreement, the shareholders of the Company are also shareholders of Inversiones Portuarias Chancay S.A.A.; therefore, it is not a subsidiary but a related entity.

The Company holds investments in Inversiones Portuarias Chancay S.A.A. through its Subsidiaries, measured at fair value through other comprehensive income.

(f) Other contractual matters

(f.1) Investment Subscription Agreement between Volcan Compañía Minera S.A.A. and Cosco Shipping Ports Limited

On January 23, 2019, the Company entered into an Investment Subscription Agreement and a Shareholders' Agreement with Cosco Shipping Ports Limited (CSPL) and its subsidiary Cosco Shipping (Chancay) Ports Limited (CSPL SPV), with the participation of Terminales Portuarios Chancay S.A. (currently Cosco Shipping Ports Chancay Perú S.A.), formerly a subsidiary of the Company until May 13, 2019. Under these agreements, CSPL, through CSPL SPV, acquired 60% of the share capital of Cosco Shipping Ports Chancay Perú S.A. for a consideration of US$225,000.

On May 13, 2019, the strategic partner was incorporated through a capital increase, resulting in the Company retaining the remaining 40% interest, and the entity changing from a subsidiary to an associate as of that date. This interest is currently held by Inversiones Portuarias Chancay S.A.A. (Note 1(e)).

The closing of the transaction was primarily subject to the approval of the Modification of the Environmental Impact Study (MEIA), which was obtained on December 22, 2020, through Director's Resolution No. 00158-2020, issued by the National Environmental Certification Service for Sustainable Investments (SENACE). Upon approval, CSPL SPV paid the agreed capital contributions during the first half of 2021.

The infrastructure project is located 50 km north of the Port of Callao and consists of a multipurpose port terminal with two specialized terminals: (i) a container terminal with 11 berths, and (ii) a bulk, general cargo, and roll-on/roll-off terminal with four berths. In the first stage, an area of 141 hectares was developed, with an investment of US$1,300,000.

On March 24, 2023, at a meeting of the Board of Directors of Volcan Compañía Minera S.A.A., in its capacity as a 40% shareholder of Cosco Shipping Ports Chancay Perú S.A., financing of US$975,000 granted by financial institutions was approved for the development of the Chancay Multipurpose Port Project.

The guarantees will be secured by the assets of Cosco Shipping Ports Chancay Perú S.A.

The project represents a major infrastructure development and a significant opportunity for the country's economic growth, as it forms part of China's new global connectivity network of maritime and land corridors, and commenced commercial operations in 2025.

(f.2) Bond financing

"4.375% Senior Notes Due 2026"
On February 11, 2021, the Company and its Subsidiaries issued bonds denominated "4.375% Senior Notes due 2026" for a total amount of US$475,000, which were fully placed in the international market under Rule 144A and Regulation S of the U.S. Securities Act. The notes were listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market.
The notes have a five-year term, mature on February 11, 2026, and bear interest at an annual rate of 4.375%, payable semiannually starting August 11, 2021. They do not include financial covenants but contain certain limitations described in Note 14(b)(i).

On June 21, 2022, a partial repurchase of these notes was carried out for up to US$110,000, using available cash.

On February 10, 2026, the Company cancelled the remaining amount of US$67,986 corresponding to the 2026 Bonds at maturity, as part of the refinancing process completed in October 2025.

"8.75% Senior Secured Notes Due 2030"

On September 10, 2024, the Company and its Subsidiaries conducted a private exchange offer for holders of the “4.375% Senior Notes due 2026”, issuing new notes denominated “8.750% Senior Secured Notes due 2030”, maturing in January 2030 and bearing interest at 8.750% per annum, payable semiannually.

Valid offers and consents were received for US$297,014, representing approximately 87.90% of the outstanding principal. New notes totaling US$299,872 were issued, including a 1% exchange fee, and a second amendment to the Indenture was executed.

On October 28, 2025, a partial repurchase of these notes was carried out.

“8.50% Senior Secured Notes Due 2032”

On October 28, 2025, the Company and its Subsidiaries conducted a new private exchange offer for holders of the “8.750% Senior Secured Notes due 2030”, issuing “8.50% Senior Secured Notes due 2032”, which mature in October 2032 and bear interest at 8.50% per annum, payable semiannually.

Valid offers and consents were received for US$263,583, representing approximately 81.37% of the outstanding principal. New notes totaling US$750,000 were issued, and a third amendment to the Indenture was executed.

The proceeds were used for the partial prepayment of the existing notes, the full repayment of the syndicated loan, the repayment of the “4.375% Senior Notes due 2026” at maturity, and to ensure completion of the Romina Project within the planned timeline.

In Management’s opinion, the Company and its Subsidiaries are not in default under the bond agreements.

Outstanding balances are disclosed in Note 14 – Financial liabilities and their impact on results in Note 25 – Financial expenses.

(f.3) Administration and Guarantee Trust Agreement with Banco Internacional del Perú S.A.A., hereinafter “Interbank”

On August 5, 2013, an Administration and Guarantee Trust Agreement was executed between Interbank (trustee) and Volcan Compañía Minera S.A.A. (trustor). Under

this agreement, a trust estate was established whereby the Company transferred to Interbank, in trust ownership, the administration of all cash flows credited to its collection accounts held at various financial institutions. The obligations arising from this trust agreement have been duly complied with and ensure the availability of cash flows to meet the obligations of the Company and its Subsidiaries involved.

2. Summary of significant accounting policies

The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to the years presented, unless otherwise stated:

2.1. Basis of preparation

The consolidated financial statements of the Company and its subsidiaries have been prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB), effective as of March 31, 2026. Furthermore, the Company has prepared these financial statements in compliance with the Financial Information Regulations of the Peruvian Superintendency of the Securities Market ("Superintendencia del Mercado de Valores" - SMV).

The information contained in these consolidated financial statements is the responsibility of the Company's Management, who expressly states that the principles and criteria required under IFRS issued by the IASB have been fully applied, in force at the end of each financial year.

The separate financial statements have arisen from the accounting records of the Company and have been prepared under the historical cost convention, except for derivative financial instruments and investments in equity not held for trading that are measured at fair value, as explained later in the accounting policies section.

The financial statements are presented in thousands of U.S. dollars (US$000).

The preparation of the consolidated financial statements in accordance with IFRS requires the use of certain critical accounting estimates. It also requires Management to exercise its judgment in the process of applying the Company's accounting policies. Areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements, are described in Note 3.

2.1.1. Going concern –

Management prepares its consolidated financial statements on a going concern basis, based on its judgment that there are no events or conditions that may give rise to material uncertainties regarding the ability of the Company and its subsidiaries to continue as a going concern. For this purpose, Management has prepared cash flow projections derived primarily from operating cash flows, which are expected to enable the Company to meet its obligations for at least the next twelve months. These cash

flows depend on significant assumptions and judgments, such as mineral selling prices and production costs.

2.1.2. Consolidation –

The consolidated financial statements include the accounts of the Company and of those entities controlled by it (subsidiaries), except for certain subsidiaries that are in the process of liquidation and are not relevant (Note 1 (d.4)). The Company considers that it has control of an entity when it has the power to direct its financial and operating policies, to obtain benefits from its activities.

All significant transactions between companies within the consolidated group have been eliminated in consolidation.

The results of subsidiaries acquired or sold during the period are recognized in the consolidated statements of income from the effective date of acquisition or until the effective date of sale, as applicable. The total comprehensive income of such subsidiaries is attributed to the Company's shareholders and to the owners of non-controlling interests of these subsidiaries even in those cases in which these interests result in a deficit balance.

Changes in the interest in its subsidiaries that do not correspond to a loss of control are accounted for as transactions between equity accounts. The carrying amounts of the interests of the Company's shareholders and those of the owners of non-controlling interests of these subsidiaries are adjusted to reflect the changes in their respective interest. Any difference between these amounts and the fair value of the consideration paid or received is attributed directly to the equity of the Group’s shareholders.

Non-controlling interest in the Company's subsidiaries is not material as of March 31, 2026 and December 31, 2025. Therefore, no additional disclosures are made in accordance with IFRS 12 for significant non-controlling interests.

2.2. New standards, amendments and interpretations –

2.2.1. New standards and amendments effective from January 1, 2025 adopted by the Group

The mandatory regulatory changes for the 2025 and 2026 consolidated financial statements considered by the Group in preparing these consolidated financial statements are mainly limited to the following change:

- Amendments to IAS 21: Lack of Exchangeability

In August 2023, the IASB issued an amendment to IAS 21, to assist companies that require converting a transaction or operation of a country with which there is no exchangeability of currencies into the functional currency. A currency is considered exchangeability with another when there is the possibility of obtaining this other currency, and the transaction is carried out through a market or exchange mechanism that creates enforceable rights and obligations. Where exchangeability does not exist, the exchange rate is permitted to be estimated using either (a) an observable exchange rate without adjustment, or (b) another estimation technique.

These amendments will be effective from January 1, 2025, with early adoption permitted.

2.2.2 New standards, amendments to standards and interpretations that will be effective for the consolidated financial statements for annual periods beginning on or after January 1, 2026, and which have not been early adopted

Certain standards and amendments to standards have been published that are mandatory for 2026 or later and have not been adopted in advance by the Group. The Group's assessment of the impact these standards will have on consolidated financial statements is explained below:

- Amendments to IFRS 9 and IFRS 7 - Amendments to the Classification and Measurement of Financial Instruments

In May 2024, the IASB issued amendments to IFRS 9, Financial Instruments and IFRS 7, Financial Instruments: Disclosures to respond to recent questions arising in practice. These amendments are summarized as follows:

(a) clarify the date of recognition and derecognition of some financial assets and liabilities, with a new exception for some financial liabilities settled through an electronic cash transfer system;

(b) clarify and add further guidance for assessing whether a financial asset meets the solely payments of principal and interest (SPPI) criterion";

(c) add new disclosures for certain instruments with contractual terms that can change cash flows (such as some financial instruments with features linked to the achievement of environment, social and governance targets); and

(d) update the disclosures for equity instruments designated at fair value through other comprehensive income.

These amendments will be effective from January 1, 2026, with early adoption permitted.

- IFRS 18, Presentation and Disclosure in Financial Statements

IFRS 18 is the new standard that addresses presentation and disclosure issues in financial statements. This standard replaces IAS 1 and mainly focuses on changes in the presentation of the statement of income. In general, the main changes introduced by IFRS 18 include:

- The structure of the statement of income, incorporating new mandatory subtotals;

- The requirements for determining which presentation structure for expenses in the statement of income is most useful;

- Disclosures in the notes on certain "management-defined performance measures." In some cases, entities may be required to disclose performance indicators in the notes to the financial statements (such as EBITDA, ROA, ROE, among others), including an explanation of how they are determined and a reconciliation with the figures reported in the statement of income; and

- Criteria for aggregation and disaggregation applied to the presentation and disclosure of financial statements and their notes.

IFRS 18 will be effective from January 1, 2027. When applied, comparative information for 2026 must be presented. Early adoption is permitted.

- IFRS 19, Subsidiaries without Public Accountability: Disclosures

IFRS 19 is an optional standard applicable to certain subsidiaries that are part of a corporate group (eligible subsidiaries) and focuses on disclosure issues. When applying IFRS 19, an "eligible subsidiary" follows the general IFRS requirements, except for disclosure obligations, which are reduced under IFRS 19. These reduced disclosure requirements balance the information needs of financial statement users while offering potential cost savings for companies preparing financial statements.

A subsidiary qualifies as eligible if:

• It has no public accountability (for example, it does not issue debt or equity instruments traded in a public market); and

• Its ultimate or any intermediate parent produces consolidated financial statements that are available for public use and comply with IFRS.

IFRS 19 will be effective from January 1, 2027. Early adoption is permitted.

- Annual Improvements to IFRS 2024 - Volume 11

The annual improvements are limited to changes that clarify or correct the wording of certain standards to avoid conflicts between their requirements. The 2024 amendments relate to the following standards:

• IFRS 1, First-time Adoption of International Financial Reporting Standards

• IFRS 7, Financial Instruments: Disclosures and its Implementation Guidance on IFRS 7;

• IFRS 9, Financial Instruments;

• IFRS 10, Consolidated Financial Statements; and

• IAS 7, Statement of Cash Flows.

These amendments will be effective from January 1, 2026, with early adoption permitted.

- Amendments to IFRS 9 and IFRS 7 - Amendments to the Classification and Measurement of Financial Instruments

In December 2024, the IASB issued specific amendments to IFRS 7 and 9 with the aim of improving the reflection in financial statements of nature-dependent electricity contracts. These amendments include:

(a) clarifying the application of the 'own-use' requirements;

(b) permitting hedge accounting if these contracts are used as hedging instruments; and

(c) adding new disclosure requirements to enable investors to understand the effect of these contracts on a company's financial performance and cash flows.

These amendments will be effective from January 1, 2026, with early adoption permitted.

No other standards have been identified that are not yet in effect and that could have a significant impact on the Group in the current reporting periods.

The Group has performed a preliminary assessment of the adoption of IFRS 18 and estimates that its main impacts will relate to the presentation of the consolidated statement of income and to the new disclosures related to Management-Defined Performance Measures (MPMs). No significant effects are expected, and their adoption will not imply a disproportionate cost or effort for the Group. For the remaining new standards, Management will assess during 2026, as they become effective, the impact they may have on its consolidated financial statements.

2.3 Functional and presentation currency

The Company and each subsidiary prepare and present their financial statements in U.S. dollars, which is their functional currency. Functional currency is the currency of the primary economic environment in which an entity operates, which influences the selling prices of the goods it renders, among other factors.

Foreign currency transactions

Transactions in currencies other than its local currency are denominated in foreign currency and are recognized by using the foreign exchange rates effective at the date of transactions. At the end of each reporting period, monetary items denominated in foreign currency are translated using the exchange rates prevailing at that date.

Non-monetary items measured at fair value and denominated in foreign currency are translated using the exchange rates applicable at the date when the fair value was determined. Non-monetary items measured at historical cost in foreign currencies are translated using the exchange rates at the date of the transactions.

Exchange differences arising from monetary items are recognized in profit or loss in the period in which they arise.

2.4 Financial instruments

Financial instruments are defined as any contract that simultaneously gives rise to a financial asset in a company and a financial liability or equity instrument in another company. Financial assets and liabilities are recognized when the Group becomes part of the contractual provisions of the instruments.

Financial assets and financial liabilities are initially recognized at fair value plus or minus transaction costs directly attributable to their acquisition or issuance, except for those classified at fair value through profit or loss, which are initially recognized at fair value and whose transaction costs directly attributable to their acquisition or issuance are recognized immediately in profit or loss for the year.

2.4.1 Financial assets

Regular purchases or sales of financial assets are recognized and derecognized on a trade date basis and require delivery of assets within the timeframe established by regulation or market.

Recognized financial assets are subsequently measured in their entirety at either amortized cost or fair value, depending on the classification of the financial assets.

(a) Classification of financial assets

Debt instruments that meet the following conditions are subsequently measured at amortized cost:

- The financial asset is held within a business model whose objective is to hold financial assets to collect contractual cash flows; and

- The contractual terms of the financial asset give rise, on specific dates, to cash flows that are solely payments of principal and interest on the outstanding principal amount.

Debt instruments that meet the following conditions are subsequently measured at fair value through other comprehensive income:

- The financial asset is held within a business model whose objective is achieved by both the collection of contractual cash flows and the sale of the financial assets; and

- The contractual terms of the financial asset give rise, on specific dates, to cash flows that are solely payments of principal and interest on the outstanding principal amount.

By default, all other financial assets are subsequently measured at fair value through profit or loss.

Notwithstanding the above, the Company may make the following irrevocable designation at initial recognition of a financial asset:

- It may irrevocably elect to present subsequent changes in the fair value of an equity investment in other comprehensive income, provided certain criteria are met; and

- It may irrevocably designate a debt instrument that meets the criteria for amortized cost or fair value through other comprehensive income if doing so eliminates or significantly reduces an accounting mismatch.

(b) Amortized cost and effective interest method

The effective interest method is a method of calculating the amortized cost of a debt instrument and to allocate interest income over the relevant period.

For financial instruments that are not purchased or originated credit-impaired financial assets, the effective interest rate is the rate that exactly discounts the estimated future cash receipts (including all fees and points paid or received that are part of the effective interest rate, transaction costs, and other premiums or discounts) excluding expected credit losses, over the expected life of the debt instrument or, where appropriate, a shorter period, to the gross carrying amount of the debt instrument at initial recognition. For purchased or originated credit-impaired financial assets, a credit-adjusted effective interest rate is calculated by discounting estimated future cash flows, including expected credit losses, to the amortized cost of the debt instrument at initial recognition.

The amortized cost of a financial asset is the amount at which the financial asset is measured at initial recognition less principal repayments, plus the amortization accrued using the effective interest method of any difference between that initial amount and the maturity amount, adjusted for any provisions for losses. On the other hand, the gross carrying amount of a financial asset is the amortized cost of a financial asset before adjusting for any provisions for losses.

Interest income is recognized using the effective interest method for debt instruments subsequently measured at amortized cost and at fair value recognized in other comprehensive income. For financial instruments other than purchased or originated credit-impaired financial assets, interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset, except for financial assets that subsequently become credit impairment.

For financial assets that subsequently have been impaired, interest income is recognized by applying the effective interest rate to the amortized cost of the financial asset. If, in subsequent reporting periods, the credit risk in the credit-impaired financial instrument improves so that the financial asset is no longer credit-impaired, interest income is recognized by applying the effective interest rate to the gross carrying amount of the financial asset.

For purchased or originated credit-impaired financial assets, the Company and its subsidiaries recognize interest income by applying the credit-adjusted effective interest rate to the amortized cost of the financial asset from initial recognition. The calculation does not return to the gross basis, even if the credit risk of the financial asset subsequently improves, so that the financial asset is no longer credit-impaired. Interest income is recognized in the consolidated statement of income.

(c) Investments in equity at fair value through other comprehensive income

At initial recognition, the Company may make an irrevocable election (on an instrument by instrument basis) to designate investments in equity instruments at fair value through other comprehensive income. Fair value through other comprehensive income designation is not permitted if the equity investment is held for trading or if it represents contingent consideration recognized by an acquirer in a business combination.

Investments in equity instruments at fair value through other comprehensive income are initially measured at fair value plus transaction costs.

Subsequently, they are measured at fair value with gains and losses arising from changes in fair value recognized in other accumulated comprehensive income. Accumulated gain or loss is not reclassified to profit or loss upon disposal of the equity investments, but is transferred to retained earnings.

Dividends from these equity investments are recognized in profit or loss in accordance with IFRS 9 Financial Instruments, unless the dividends clearly represent a recovery of part of the cost of the investment.

The Company has designated all equity investments that are not held for trading at fair value through other comprehensive income.

(d) Investments measured at fair value through profit or loss

All of the Company's financial assets that are not classified as measured at amortized cost or at fair value through other comprehensive income, as described above, are measured at fair value through profit or loss. This includes all financial derivatives (Note 2.4.3) and also investments held for trading (whether through units in mutual funds or managed deposits) that are characterized by high liquidity and the volatility of their returns in the market in which they are traded. In accordance with IFRS 9, these financial assets are initially recognized at fair value and subsequent changes in their value are recognized in profit or loss for the period.

(e) Impairment of financial assets

The Company and its subsidiaries recognize an impairment loss for expected credit losses on financial assets measured at amortized cost or at fair value through other comprehensive income. No impairment loss is recognized for investments in equity instruments. The amount of expected credit losses is updated at each reporting date to reflect changes in credit risk since the initial recognition of the respective financial instruments.

The Company and its subsidiaries recognize lifetime expected credit losses for trade receivables and other short-term receivables, for which the simplified approach is

applied. Expected credit losses for these financial assets are estimated using a provision matrix based on the Company's and its subsidiaries' historical credit loss experience, adjusted for factors that are specific to the debtors, general economic conditions, and forecasts at the reporting date, including the time value of money when appropriate.

For all other long-term financial instruments, the Company and its subsidiaries recognize lifetime expected credit losses when there has been a significant increase in credit risk since initial recognition; for which the general approach is applied. The assessment of whether lifetime expected credit losses should be recognized is based on significant increases in the probability or risk of default since initial recognition rather than on evidence that a financial asset is credit-impaired at the reporting date or that an actual default has occurred.

Lifetime expected credit losses represent the expected credit losses resulting from all possible default events over the expected useful life of a financial instrument. In contrast, 12-month expected credit losses represent the portion of lifetime expected credit losses that result from default events that are possible within the 12 months after the reporting date.

2.4.2 Financial liabilities

Financial liabilities are classified at fair value through profit or loss or at amortized cost using the effective interest method. The Company and its subsidiaries determine the classification of financial liabilities at the time of initial recognition.

(a) Financial liabilities at fair value through profit or loss

A financial liability is classified at fair value through profit or loss when it is a financial liability held for trading or at fair value through profit or loss.

A financial liability is classified as held for trading if:

(i) it has been acquired primarily for repurchasing it in the near term; or

(ii) on initial recognition, it is part of a portfolio of financial instruments managed by the Company and its subsidiaries for which there is evidence of a recent actual pattern of short-term profits; or

(iii) it is a derivative that has not been designated and is not effective as a hedging instrument or financial guarantee.

A financial liability (that is not held for trading) may also be designated at fair value through profit or loss at initial recognition if:

(i) such designation eliminates or significantly reduces a measurement or recognition inconsistency that may arise;

(ii) financial liabilities are part of a group of financial assets or financial liabilities or both, that are managed and their performance is measured on a fair value basis, in accordance with a documented risk management or investment strategy of the Company and its subsidiaries, and information about the group is provided internally on that basis; or

(iii) it is part of a contract that contains one or more embedded derivatives, and IFRS 9 allows the entire combined contract to be designated at fair value through profit or loss.

Financial liabilities at fair value through profit or loss are measured at fair value, with any gain or loss arising from remeasurement recognized in profit or loss. Net gain or loss recognized in profit or loss includes any interest paid on financial liabilities and is included in other income and expenses.

However, for financial liabilities designated at fair value through profit or loss, the amount of change in the fair value of the financial liability that is attributable to changes in the credit risk of that liability is recognized in other comprehensive income,

unless the recognition of the effects of changes in the liability's credit risk in other comprehensive income would create or increase an accounting mismatch in profit or loss. The remaining amount of the change in fair value of the liability is recognized in profit or loss. Changes in fair value attributable to credit risk of a financial liability recognized in other comprehensive income are not subsequently reclassified to profit or loss. Instead, they are transferred to retained earnings when the financial liability is derecognized.

(b) Financial liabilities subsequently measured at amortized cost

Other financial liabilities (including financial obligations, loans, trade payables, and others) are subsequently measured at amortized cost using the effective interest method.

The effective interest method is a method of calculating the amortized cost of a financial liability and allocating the financial expense over the relevant period. The effective interest rate is the discount rate that exactly equals the cash flows receivable or payable (including all fees and points paid or received that are part of the effective interest rate, transaction costs, and other premiums or discounts) over the expected life of the financial liability or, where appropriate, a shorter period, at the amortized cost of a financial liability.

(c) Derecognition of financial liabilities

The Company and its subsidiaries will derecognize a financial liability when, and only when, the obligations of the Company and its subsidiaries discharge, cancel or expire. The difference between the carrying amount of the derecognized financial liability and the consideration paid and payable is recognized in the consolidated statement of income and is presented under financial expenses.

2.4.3 Derivative financial instruments

The Company and its subsidiaries enter into derivative financial instrument transactions to manage their exposure to commodity price risks.

Derivatives are initially recognized at fair value on the date the contract is entered into, and are subsequently remeasured at fair value at each reporting date. Gains or losses arising from changes in the fair value of these assets are recognized in profit or loss in the period in which they arise, unless the derivative has been designated as a hedging instrument, in which case the recognition will depend on the nature of the hedging relationship.

A derivative with a positive fair value is recognized as a financial asset, whereas a derivative with a negative fair value is recognized as a financial liability. Derivatives are

not offset in the consolidated financial statements unless the Company and its subsidiaries have both the legal right and the intent to offset. A derivative is presented as a non-current asset or a non-current liability if the remaining maturity of the instrument is more than 12 months and it is not expected to be settled within 12 months. Other derivatives are presented as current assets or current liabilities.

2.4.4 Embedded derivatives

An embedded derivative is a component of a hybrid contract that also includes a non-derivative host contract, with the effect that some of the cash flows of the combined instrument vary similarly to a standalone derivative.

Embedded derivatives in hybrid contracts with a financial asset main contract within the scope of IFRS 9 are not separated. The entire hybrid contract is classified and subsequently measured as amortized cost or fair value, as appropriate.

Embedded derivatives in hybrid contracts with a main contract that is not financial assets within the scope of IFRS 9 (e.g. financial liabilities) are treated as separate derivatives when they meet the definition of a derivative, their risks and characteristics are not closely related to those of the main contract, and the main contracts are not measured at fair value through profit or loss.

If the hybrid contract is a quoted financial liability, rather than separating the embedded derivative, the Company and its subsidiaries generally designate the entire hybrid contract at fair value through profit or loss.

An embedded derivative is presented as a non-current asset or non-current liability if the remaining maturity of the hybrid instrument to which the embedded derivative relates is more than 12 months and is not expected to be realized or settled within 12 months.

2.4.5 Hedge accounting

The Company and its subsidiaries designate certain derivatives as hedging instruments with respect to foreign currency risk and interest rate risk in fair value hedges and cash flow hedges. As of March 31, 2026, the Company and its subsidiaries maintain commodity hedging transactions to secure future concentrate sales cash flows.

At the inception of the hedging relationship, the Company and its subsidiaries document the relationship between the hedging instrument and the hedged item, together with their risk management objectives and strategy for undertaking various hedging transactions. In addition, at the inception of the hedge and on an ongoing basis, the Company and its subsidiaries document whether the hedging instrument is effective in offsetting changes in the fair values or cash flows of the hedged item

attributable to the hedged risk, which occurs when the hedging relationships meet all of the following hedging effectiveness requirements:

- There is an economic relationship between the hedging instrument and the hedged item;

- The effect of credit risk does not dominate the value changes that result from the economic relationship; and

- The hedging ratio of the hedging relationship is the same as that resulting from the amount of the hedged item that the Company and its subsidiaries actually hedge and the amount of the hedging instrument that the Company and its subsidiaries actually use to hedge that amount of the hedged item.

If a hedging relationship no longer meets the hedging effectiveness requirement related to the hedging relationship, but the risk management objective for that designated hedging relationship remains the same, the Company and its subsidiaries adjust the hedging ratio of the hedging relationship (i.e., rebalance the hedge) so that it meets the qualifying criteria again.

The Company and its subsidiaries designate the entire change in the fair value of a forward contract (i.e., including the forward elements) as the hedging instrument for all hedging relationships involving forward contracts.

The Company and its subsidiaries designate only the intrinsic value of option contracts as the hedging instrument, that is, excluding the time value of the option. Changes in the fair value of the aligned time value of the option are recognized in other comprehensive income and accumulated in the cost of hedging reserve. If the hedged item is related to the transaction, the time value is reclassified to profit or loss when the hedged item affects the profit or loss. If the hedged item is related to a period of time, then the accumulated amount in the cost of the hedging reserve is reclassified to profit or loss on a systematic basis: the Company and its subsidiaries apply straight-line amortization.

Those reclassified amounts are recognized in profit or loss in the same line as the hedged item. If the hedged item is a non-financial item, the amount accrued in the cost of hedging reserve is removed directly from equity and is included in the initial carrying amount of the recognized non-financial item. In addition, if the Company and its subsidiaries expect that all or part of the accumulated loss in the cost of hedging reserve will not be recovered in the future, that amount will be immediately reclassified to profit or loss.

Note 17 sets out the details of the fair values of derivative instruments used for hedging purposes.

(a) Fair value hedges

The change in the fair value of qualified hedging instruments is recognized in profit or loss, except when the hedging instrument hedges an equity instrument designated at fair value through other comprehensive income, in which case it is recognized in other comprehensive income.

The carrying amount of a hedged item that has not yet been measured at fair value is adjusted for the change in fair value attributable to the hedged risk with a corresponding entry in profit or loss. For debt instruments measured at fair value through other comprehensive income, the carrying amount is not adjusted as it already reflects fair value. However, the hedging gain or loss is recognized in profit or loss rather than other comprehensive income. When the hedged item is an equity instrument designated at fair value through other comprehensive income, the hedging gain or loss remains in other comprehensive income to match that of the hedging instrument. When hedging gains or losses are recognized in profit or loss, they are recognized on the same line as the hedged item.

The Company and its subsidiaries discontinue hedge accounting only when the hedge ratio (or a part of it) ceases to meet the qualifying criteria (after rebalancing, if applicable). This includes situations in which the hedging instrument expires, is sold, terminated or exercised. The suspension is accounted prospectively. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortized to profit or loss from that date.

The effects of changes in the fair value of fair value hedges are presented in the consolidated statements of other comprehensive income.

(b) Cash flow hedges

The effective portion of changes in the fair value of derivatives and other qualified hedging instruments designated as cash flow hedges are recognized in other comprehensive income and are accumulated within other comprehensive income limited to the cumulative change in the fair value of the hedged item since the inception of the hedge. Any gain or loss related to the ineffective portion is immediately recognized in profit or loss.

Amounts previously recognized in other comprehensive income and accumulated in equity are reclassified to profit or loss in the periods in which the hedged item affects the profit or loss, in the same line item as the recognized hedged item. However, when the forecast hedged transaction results in the recognition of a non-financial asset or non-financial liability, the gains or losses previously recognized in other comprehensive income and accrued in equity are removed from equity and included in the initial measurement of the cost of the non-financial asset or non-financial liability. This transfer does not affect other comprehensive income. In addition, if the Company and its subsidiaries expect that all or part of the accumulated loss in the cash flow hedging reserve will not be recovered in the future, that amount is immediately reclassified to profit or loss.

The Company and its subsidiaries discontinue hedge accounting only when the hedging relationship (or part of it) ceases to meet the qualifying criteria (after rebalancing, if applicable). This includes cases in which the hedging instrument expires, is sold, terminated or exercised. The suspension is accounted for prospectively. Any gain or loss recognized in other comprehensive income and accumulated in the cash flow hedge reserve at that time remains in equity and is reclassified to profit or loss when the forecast transaction occurs. When a forecast transaction is no longer expected to occur, the accumulated gain or loss in the cash flow hedging reserve is immediately reclassified to profit or loss.

The effects of changes in the fair value of cash flow hedges are presented in the consolidated statements of other comprehensive income.

2.5 Cash and cash equivalents

Cash comprises cash on hand and demand deposits. Cash equivalents include short-term financial investments, with maturities of three months or less from the date of acquisition, easily convertible into known amounts of cash and are not subject to significant risks of changes in value.

2.6 Inventories and provision for impairment

Concentrates and raw materials are measured at the lower of acquisition or production cost or net realizable value. The cost of concentrates includes direct material costs and, where applicable, direct labor costs and manufacturing overheads, including costs incurred to bring inventories to their current location and condition. The cost of concentrates and other supplies is determined using the weighted average cost method, while inventories in transit are measured using the specific cost method.

The carrying amount of inventories is recognized as an expense under **"Cost of sales"** in the consolidated statement of comprehensive income in the period in which they are derecognized or consumed, in accordance with the provisions of Note 2.16.

Net realizable value represents the estimated selling price in the ordinary course of business, less the estimated costs necessary to bring the inventories to their saleable condition and to complete the sale. Reductions in the carrying amount of inventories to their net realizable value (concentrates) and obsolete or slow-moving items (other supplies) give rise to a provision for inventory impairment, which is recognized in profit or loss in the period in which such reductions occur and is presented under "Other expenses" in the consolidated statement of comprehensive income.

2.7 Investment properties (net)

Investment properties are presented at cost less accumulated depreciation and, where applicable, impairment losses. Subsequent costs attributable to investment properties are capitalized only when it is probable that future economic benefits associated with the asset will flow to the Company and the cost of these assets can be reliably measured; otherwise, they are recognized as an expense when incurred.

Maintenance and repair expenses are recognized in profit or loss in the period in which they are incurred. When the carrying amount of a property exceeds its estimated recoverable amount, it is immediately reduced to its recoverable amount.

Depreciation of these assets is calculated using the straight-line method at a rate that is considered sufficient to allocate the cost of the assets over the end of their useful lives and considering their significant components with substantially different useful lives (each component is accounted for separately for depreciation purposes and depreciated over its individual useful life). The estimated useful life of these properties fluctuates between 10 and 33 years.

These investment properties have been leased to third parties under operating lease arrangements.

2.8 Property, plant and equipment (net)

They are presented at acquisition cost less accumulated depreciation and accumulated impairment losses.

Initial expenditures, as well as those incurred subsequently, related to assets whose cost can be reliably valued, and are likely to derive future economic benefits from them, are recognized as property, plant, and equipment.

Maintenance and repair expenditures are recognized as an expense in the period in which they are incurred. Major components of equipment are recorded separately and depreciated over their respective useful life. Gains or losses arising from the sale or disposal of an item of property, plant and equipment are determined as the difference between the sales proceeds and the carrying amount of the asset, which are recognized in profit or loss in the period in which the sale is considered completed.

Property, plant and equipment under construction or acquisition are presented at cost, less any impairment loss identified. The cost of these assets includes professional fees and, for qualifying assets, borrowing costs.

Assets pending receipt correspond to goods over which the Company and its subsidiaries have obtained control, even though physical receipt or installation in warehouses or mining units is still pending. Their cost includes the purchase price and all directly attributable expenditures (freight, customs clearance and other non-recoverable expenses). Such assets are subsequently reclassified to their corresponding category of property, plant and equipment upon completion of the construction or acquisition process and when they are available for their intended use. These assets are depreciated in the same manner as other property, plant and equipment.

Residual value, useful life, and depreciation and amortization methods are reviewed and adjusted prospectively, when appropriate, at the end of each reporting period.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected from its continued use. The profit or loss arising from the sale or retirement of an item of property, plant and equipment is calculated as the difference between the proceeds from the sale and the carrying amount of assets, and is recognized in profit or loss.

Depreciation

(a) Units-of-production method

Depreciation of buildings and other mining constructions is calculated using the units-of-production method, based on economically recoverable reserves and a percentage of the inferred resources of the corresponding mining unit.

Units of production are measured in recoverable metric tones of lead, copper, and zinc. The depreciation rate under the units-of-production method is determined based on the period's production on the reserves and economically recoverable resources.

(b) Straight-line method

Depreciation of other mining and hydroelectric assets is calculated using the straight-line method based on the estimated useful life of the asset or the remaining useful life of the mining unit for the mining assets, whichever is shorter. The useful lives applied are as follows:

	Useful life
Buildings and other constructions	Until 33 years
Environmental management infrastructure	Until 10 years
Machinery and equipment	Until 10 years
Vehicles	Until 5 years
Furniture and fixture and computer equipment	Until 10 years
Other equipment	Until 10 years

2.9 Mining concessions, evaluation and exploration costs, development and other intangible mining rights and concessions

(a) Mining concessions

Mining rights represent the ownership held by the Company and its subsidiaries over mining properties containing acquired mineral reserves. Mining rights related to mineral reserves are amortized using the units-of-production method, based on proven and probable reserves and a percentage of inferred resources.

Mining concessions are capitalized in the consolidated statement of financial position and represent the ownership held by the Company and its subsidiaries over mining properties of geological interest. Mining concessions are amortized from the production phase using the units-of-production method, based on proven and probable reserves and a percentage of inferred resources. If the Company and its subsidiaries abandon such concessions, the associated costs are written off in the consolidated statement of income and other comprehensive income.

At the end of each reporting period, the Company and its subsidiaries assess for each cash-generating unit (CGU) whether there is any indication that the value of its mining rights may be impaired. If such indication exists, the Company and its subsidiaries estimate the recoverable amount of the asset.

(b) Evaluation and exploration costs

Evaluation and exploration costs are capitalized only to the extent that they are expected to be economically recoverable through successful exploitation in the future or when activities in the area of interest are in process and a stage has not yet been reached that allows the existence of economically recoverable reserves to be reasonably assessed. Costs are capitalized as exploration and appraisal assets until the Company and its subsidiaries have completed a preliminary feasibility study, certain resources have been converted to reserves, and Management determines the probability that the property will become a mine. At that point, the property is considered to enter the development stage and subsequent evaluation and exploration costs are reclassified.

These costs mainly include materials and fuels used, survey costs, drilling costs and payments made to contractors. For this purpose, the economically recoverable benefits of exploration projects may be properly evaluated when any of the following conditions are met: i) the Board of Directors authorizes Management to carry out the feasibility study of the project, and ii) the exploration program aims to convert resources into reserves or confirming resources.

Evaluation and exploration costs are amortized from the beginning of production using the units-of-production method based on proven and probable reserves and a percentage of inferred resources to which they are related.

All capitalized evaluation and exploration costs are monitored for signs of impairment. When potential impairment is identified, an assessment is performed for each specific area of interest or at the CGU level. To the extent that capitalized costs are not expected to be recovered, they are recognized in profit or loss.

(c) Development costs

Costs associated with the mine development stage are capitalized. Development costs necessary to maintain production are recognized in profit or loss as incurred.

Development costs are amortized in the manner described above, for evaluation and exploration costs.

(d) Communal rights

Communal rights represent payments made by the Company and its subsidiaries to obtain land-use agreements and easements with local communities within the area of influence, which are necessary for the development and operation of mining units. They are recognized as intangible assets when the Company obtains control over the future economic benefits and their cost can be measured reliably. These rights are amortized using the units-of-production method, calculated based on proven and probable reserves, plus a percentage of inferred resources that Management reasonably expects will be convertible into reserves under the mining plan. The useful life and resource base assumptions are reviewed annually as part of the Company's reserve estimation process.

(e) Other intangible assets

Intangible assets with finite useful lives acquired separately are reported at cost less their accumulated amortization and any accumulated impairment losses. Amortization is calculated based on the straight-line method over the estimated useful life determined by the Company and its subsidiaries. Estimates of useful lives and amortization methods are reviewed at the end of each reporting period to assess possible significant changes in prior expectations or expected pattern of future economic benefits of such assets, prospectively incorporating the effects of any changes in these estimates against the net profit or loss for the period in which the changes occur.

2.10 Impairment review of long-lived assets

The Company and its subsidiaries periodically review the carrying amounts of their tangible and intangible assets to determine whether there are indications that such assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is calculated to determine the extent of the impairment loss (if any). Where it is not possible to estimate the recoverable amount of an individual asset, the Company and its subsidiaries estimate the recoverable amount of the Cash-Generating Unit (CGU) to which the asset belongs. Where a consistent and reasonable basis of allocation is identified, common assets are also distributed to the individual

CGUs or, otherwise, to the smallest group of CGUs for which a consistent and reasonable allocation basis is identified.

Recoverable amount is the higher of fair value less cost to sell and value in use. Value in use is determined based on estimated future cash flows discounted to their present value, using an after-tax discount rate, which reflects current market assessments with respect to the value of money and risks specific to the asset.

If the recoverable amount of an asset (or a CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (CGU) is reduced to its recoverable amount, and an impairment loss is immediately recognized as an expense.

An impairment loss may be subsequently reversed and recognized as income in profit or loss, up to the amount by which the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (CGU) in prior years.

In determining the value in use of its assets, the Company and its subsidiaries review their projections of future cash inflows, considering the following variables: discount rate, price projections, resources and reserves, production levels, costs and expenses.

2.11 Leases

At the inception of a contract, the Company and its subsidiaries assess whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset, for a period of time, in exchange for consideration.

(a) The Company and its subsidiaries as lessee

The Company and its subsidiaries apply a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets.

(i) Right-of-use assets

The Company and its subsidiaries recognize right-of-use assets at the commencement date of the lease (i.e., the date on which the underlying asset is available for use). Right-of-use assets are measured at cost, less accumulated depreciation and impairment loss, and are adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the lease liabilities initially recognized, initial direct costs incurred, and lease payments made at or before the commencement date, and less any lease incentives received. Unless the Company and its subsidiaries are reasonably certain to obtain ownership of the leased asset at the end of the lease term, right-of-use assets are depreciated on a straight-line basis over the lease term. Right-of-use assets are subject to impairment.

(ii) Lease liabilities

At the commencement date of the lease, the Company and its subsidiaries recognize lease liabilities at the present value of the lease payments to be made over the lease term. Lease payments include fixed payments, less any lease receivable incentives, variable lease payments that depend on an index or rate, and amounts expected to be under residual value guarantees.

In calculating the present value of lease payments, the Company and its subsidiaries use the incremental borrowing rate at the commencement date if the interest rate implicit in the lease cannot be readily determined.

After the commencement date, the carrying amount of lease liabilities is increased to reflect the accrual of interest and reduced by the lease payments made. In addition, the carrying amount of lease liabilities is remeasured whether there is a modification, a change in the lease term, or a change in fixed lease payments.

(iii) Short-term leases and leases of low-value assets

The Company and its subsidiaries apply the recognition exemption for short-term leases of property (i.e., properties with a lease term of 12 months or less from the date of commencement and that do not contain a purchase option).

They also apply the recognition exemption for leases of low-value assets, such as office equipment. Lease payments associated with short-term leases and leases of low-value assets are recognized as a straight-line expense over the lease term.

(b) The Company and its subsidiaries as lessor

Leases in which the Company and its subsidiaries do not transfer substantially all the risks and rewards associated with the ownership of an asset are classified as operating leases. Rental income arising from such leases is recognized on a straight-line basis over the lease terms and is included under "Rentals" in the consolidated statement of income due to its operating nature. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognized over the lease term on the same basis as rental income.

2.12 Provisions

Provisions are recognized when the Company and its subsidiaries have a present obligation (legal or implied) as a result of a past event, it is probable that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision corresponds to the best estimate, as of the date of the consolidated statement of financial position, of the expenditure required to settle the present obligation, taking into account the risks and uncertainties surrounding most of the events and circumstances relevant to the valuation of the obligation. When the amount of a provision is measured using estimated cash flows to settle the obligation, its carrying amount is the present value of those cash flows.

Where some or all of the expenditure required to settle a provision is expected to be reimbursed by a third party, the reimbursement is recognized as an asset when it is virtually certain that the reimbursement will be received and the amount can be reliably measured.

2.13 Provision for closure of mining units

Assets and liabilities for mine closure are recognized when: (i) the Company and its subsidiaries have a present obligation related to the dismantling and removal of assets, as well as to restore the sites where their mining units are located, and (ii) the amount of such obligations can be reliably estimated.

The initial amount recognized for assets and liabilities is the present value of the estimated future expenditures required to settle those obligations.

Subsequent to initial measurement, the obligation is adjusted to reflect the passage of time and changes in the estimated future cash flows underlying the obligation. The increase in provision due to the passage of time is recognized as a financial expense, while increases or decreases arising from changes in estimated future cash flows are capitalized and depreciated over the life of the related asset. Actual costs incurred in the settlement of the site restoration liability are recorded against the provision to the extent that the provision has been previously recognized for those costs. A gain or loss may arise upon settlement of the liability, while the related asset is depreciated based on proven and probable reserves, and a percentage of the resources inferred using the depreciation method of units of production. Related depreciation is recognized as an expense.

2.14 Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an eligible asset are capitalized and added to the cost of the project until the assets are substantially ready for their intended use, i.e., when they are capable of generating commercial production. When specific borrowings are obtained for a particular project, the capitalized amount represents the actual borrowing costs incurred to obtain the loan.

To the extent that the variable rate borrowings used to finance an eligible asset are hedged in an effective cash flow hedge of interest rate risk, the effective portion of the derivative is recognized in other comprehensive income and is reclassified to profit or loss when the eligible asset affects profit or loss. To the extent that the fixed rate borrowing is used to finance eligible assets and are hedged in an effective interest rate risk hedge, capitalized borrowing costs reflect the interest rate hedge.

When temporary excess funds from specific borrowings are invested on a short-term basis, the investment income earned is also capitalized and deducted from the total borrowing cost. When funds used to finance a project are part of general borrowings, the capitalized amount is determined using the weighted average of the borrowing rates applicable to the general borrowings of the Company and its subsidiaries during the period. All other borrowing costs are recognized in the consolidated statement of comprehensive income in the period in which they are incurred.

2.15 Revenue recognition

Revenue from contracts with customers is recognized when control of goods or services is transferred to the customer in an amount that reflects the consideration to which the Company and its subsidiaries expect to be entitled in exchange for those goods or services.

(a) Sale of goods (concentrates, doré bars and others)

(i) Timing of recognition

Revenue associated with the sale of concentrates, doré bars and other products is recognized when control of the asset sold is transferred to the customer. Transfer control indicators include an unconditional obligation to pay, legal title, physical possession, transfer of risk and rewards, and customer acceptance. This generally occurs when the concentrates are delivered at the loading port, warehouse or vessel, according to the contractual terms agreed with the buyer. At that point, the buyer controls the concentrates. In cases where the Company and its subsidiaries are responsible for the cost of shipping and other services after the date on which control of the goods is transferred to the customer, those services are considered separate

performance obligations. Accordingly, a portion of the revenue recognized under the contract is allocated to those obligations and recognized when the performance obligations are satisfied.

Revenue from the sale of concentrates, doré bars and other products is recorded net of commercial deductions. Commercial deductions include price adjustments for treatment and refining expenses, which may include certain penalties that, in accordance with each applicable contract, are deducted from the international price of the refined metal and are incurred after the sale under the applicable contract. These deductions may also include customer returns, rebates and other similar items. The Company and its subsidiaries consider that such deductions form part of the transaction price. Normal credit terms range from 5 to 90 days from delivery.

When determining the sales price of concentrates and doré bars, the Company and its subsidiaries also consider the variable component of the contract price and the existence of significant financing components.

(ii) Variable consideration

Sales of concentrates, doré bars and other products may include adjustments to their selling prices arising from minor variations in quantities that may occur while such goods are in transit to their final destination. These variations arise from changes in moisture, weight and ore grades and are recognized as part of "Net sales" in the consolidated statement of comprehensive income at the time the Company and its subsidiaries reach an agreement with the customer regarding the final amounts sold.

IFRS 15 requires that variable consideration be recognized only to the extent that it is highly probable that there will be no significant reversal in the amount of recognized accrued revenue. The Company and its subsidiaries concluded that adjustments related to final settlements for the quantity and quality of concentrate sold are not significant and do not restrict revenue recognition.

In addition, contracts for the sale of concentrates, doré bars and other products, generally, provide for a provisional payment based on provisional tests and prices of quoted metals. Final settlement is based on final test results and applicable metal prices in specified trading periods, typically ranging from one month after shipment to up to three months after shipment reaches the agreed location and is based on average market metal prices. For this purpose, the transaction price can be reliably measured for products, such as zinc, lead, copper, and silver, for which there is a free and active market, such as the London Metal Exchange.

These contracts, because they will be settled in the future and based on the international quotations of the payable content that are finally agreed, are treated in

accounting terms as embedded derivatives, within the scope of IFRS 9 rather than IFRS 15. Therefore, at the end of each reporting period, they are adjusted for significant changes in international metal prices to reflect their fair value, and are presented separately from revenue from contracts with customers as part of "embedded derivatives" (see Notes 23).

Final adjustments resulting from final settlements are recorded in the period in which they are issued, generally when the seller and buyer exchange weights and payable metal contents, and establish the quotation period, according to terms agreed in the relevant sales contracts.

Finally, the amount of sales of concentrates, doré bars and other products is adjusted for changes in the fair value of derivative financial instruments designated as cash flow hedges, in accordance with Note 2.4.5(b) to mitigate price volatility.

(iii) Significant financial component

The Company and its subsidiaries receive short-term advances from their customers. Applying the IFRS 15 practical expedient, the promised amount of consideration is not adjusted for the effects of a significant financing component if, at contract inception, it is expected that the period between the transfer of the goods and payment by the customer will be one year or less.

(b) Rendering of services

Revenues from the sale of electricity and firm capacity is recognized monthly on cyclical meter readings and is recognized in full in the period in which the service is rendered, representing a single performance obligation.

(c) Contractual balances

(i) Contractual assets

A contractual asset represents the right of the Company and Subsidiaries to receive consideration for goods or services already transferred to the customer, when that right is not enforceable solely due to the passage of time. It is recognized when a performance obligation is satisfied before the consideration becomes due or the customer makes payment. Contractual assets are presented as part of the "Other receivables" line item (Note 7).

(ii) Contractual liabilities

A contractual liability is an obligation to transfer goods or services for which consideration has been received in advance or is due before the performance obligation is fulfilled. Such obligations are recognized as revenue as they are satisfied.

As of March 31, 2026 and December 31, 2025, the Company and Subsidiaries have no contractual liabilities.

(d) Interest income

Interest income is recognized based on the effective interest method, on a time-proportion basis.

(e) Other income is recognized in profit or loss when it is earned.

2.16 Recognition of costs to fulfill a contract with a customer and expenses

The cost of sales of mineral concentrate is recognized in the period in which the shipment or delivery occurs, depending on the contractual terms, and is recognized in profit or loss in the same period in which the related operating income is recognized. Expenses are recognized when a decrease in future economic benefits has arisen, related to a decrease in assets or an increase in liabilities, and the expense can also be measured reliably, regardless of when they are paid.

2.17 Employee benefits

Employee benefits include, among others, short-term employee benefits, such as wages, salaries, and social security contributions, annual paid leave, paid sick leave, and profit-sharing and incentive payments, among others, when these are expected to be settled within twelve months after the end of the reporting period. These benefits are recognized in profit or loss for the period when the employee has rendered the services that entitle them to receive such benefits. The obligations are presented as part of other liabilities.

2.18 Operating profit

Operating profit is defined as total net sales less total cost of sales, administrative expenses, selling expenses, other income and expenses and impairment recovery (loss) on long-lived assets, without considering financial income and expenses and income tax expense.

2.19 Income tax

Income tax expense for the period comprises current and deferred income tax and the special mining tax.

(a) Current income tax

Current income tax corresponds to income tax payable, calculated by applying a rate of 29.5% on the estimated taxable income, after deducting workers' profit sharing (8% on the estimated taxable income) and is recorded in profit or loss for the year in which it is incurred.

Current income tax is payable on the taxable basis for the year. Taxable income differs from net income reported in profit or loss because it excludes items of income or expenses that are taxable or deductible in other years, as well as items that are never taxable or deductible. Current tax liabilities of the Company and its subsidiaries are calculated using tax rates enacted at the end of the reporting period.

A provision is recognized for positions where the determination of tax is uncertain, but it is considered probable that a future outflow of funds to a tax authority will occur. Provisions are measured at the best estimate of the amount expected to be paid. The assessment is based on the judgment of tax experts supported by the Company's and its subsidiaries' prior experiences in similar matters, and in some cases based on the consultation of an independent tax specialist.

(b) Deferred income tax

Deferred income taxes are recognized on temporary differences between the carrying amount of the assets and liabilities included in the consolidated financial statements and the corresponding tax bases used to determine the taxable income, the tax rate corresponding to these differences, and, where applicable, the gains from tax losses to be amortized and some tax credits are included. Deferred income tax asset or liability is generally recognized for all temporary tax differences. A deferred tax asset will be recognized for all deductible temporary differences to the extent that it is likely that the Company and its subsidiaries will have future taxable profits against which it can apply those deductible temporary differences. These assets and liabilities are not recognized if the temporary differences arise from goodwill or from the initial recognition (other than from the business combination) of other assets and liabilities in a transaction that does not affect tax or accounting results.

Deferred tax liability for taxable temporary differences associated with investments in subsidiaries and associates is recognized, except when the Company and its subsidiaries are able to control the reversal of the temporary difference and when it is probable that the temporary difference will not be reversed in the foreseeable future. Deferred tax assets arising from temporary differences associated with such investments are recognized only to the extent that it is probable that there will be sufficient future taxable profits against which those temporary differences are used and are expected to reverse them in the near future.

The carrying amount of a deferred tax asset is reviewed at the end of each reporting period and is reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax assets and liabilities are valued using the tax rates expected to apply in the period in which the liability is paid or the asset is realized, based on the rates (and tax laws) that have been approved or substantially approved at the end of the reporting period.

The valuation of deferred tax liabilities and assets reflects the tax consequences that would result from the manner in which the Company and its subsidiaries expect, at the end of the reporting period, to recover or settle the carrying amount of their assets and liabilities.

Deferred tax assets and liabilities are offset when there is an enforceable legal right that allows current tax assets to be offset against current tax liabilities and when they relate to income taxes collected by the same taxing authority and the Company and its subsidiaries intend to settle their current tax assets and liabilities on a net basis.

(c) Current and deferred income tax for the year

Current and deferred income taxes are recognized in profit or loss, except when they relate to items that are recognized outside profit or loss, either in other comprehensive income or directly in equity, respectively. When they arise from the initial recognition of a business combination, the tax effect is included within the accounting for the business combination.

(d) Uncertain tax treatment

The Company and its subsidiaries assess whether each uncertain tax treatment should be considered individually or together with other tax treatments, adopting the approach that best predicts the resolution of the uncertainty.

Within the Peruvian tax environment, uncertain tax positions are measured considering two possible scenarios: a 100% probability of recovery when it is estimated that the Company and its subsidiaries will prevail before the tax authority, or 0% recovery otherwise.

Based on the tax compliance and transfer pricing analysis performed, the Company and its subsidiaries have concluded that their tax treatments, including those of their subsidiaries, will be accepted by the tax authority.

2.20 Contingent liabilities and assets

Contingent liabilities are recorded in the consolidated financial statements when it is considered that they are likely to be confirmed over time and can be reasonably quantified; otherwise, only the contingency is disclosed in the notes to the consolidated financial statements.

Contingent assets are not recorded in the consolidated financial statements but are disclosed in notes when their degree of contingency is probable.

Items previously treated as contingent liabilities are recognized in the consolidated financial statements in the period in which a change in probabilities occurs, i.e., when it is determined that an outflow of resources to cover the liability is probable. Items treated as contingent assets are recognized in the consolidated financial statements in the period in which it is determined that an inflow of resources is probable, respectively.

2.21 Classification of current and non-current items

The Company and its Subsidiaries present assets and liabilities in the consolidated statement of financial position, classified as current and non-current assets and liabilities. An asset is classified as a current asset when the entity:

- Expects to realize the asset or has the intention to sell it or consume it in the ordinary course of business.
- Holds the asset mainly for trading.
- Expects to realize the asset within the twelve months following the end of the reporting period; or
- The asset is cash and cash equivalents, unless it is restricted and cannot be exchanged or used to settle a liability for a minimum period of twelve months after the end of the reporting period.

All other assets are classified as non-current assets.

A liability is classified as a current liability when the entity:

- Expects to settle the liability in the ordinary course of business.
- Holds the asset mainly for trading.
- Expects to settle the liability within the twelve months following the end of the reporting period; or
- There is no unconditional right to defer settlement of the liability for at least twelve months after the end of the reporting period.

All other liabilities are classified as non-current liabilities.

Deferred income tax assets and liabilities are classified as non-current assets and liabilities.

2.22 Basic and diluted earnings (loss) per share

Basic earnings (loss) per share is calculated by dividing the net income attributable to shareholders by the weighted average number of common shares outstanding during the period, including shares restated for constant currency adjustments.

Since there are no potentially dilutive common shares, i.e., financial instruments or other contracts that grant the right to obtain common shares, diluted earnings (loss) per common share is equal to the basic earnings (loss) per common share.

2.23 Business combinations and goodwill

Acquisitions are recorded using the acquisition method in accordance with IFRS 3 "Business Combination". Assets and liabilities are recorded at their estimated market values on the purchase date, including identified intangible assets that are not recorded in the statements of financial position of each acquired entity. The acquisition costs incurred are recorded as an expense and are included in the item "Administrative expenses".

When the Company and its subsidiaries acquire a business, it assesses the financial assets and liabilities assumed for its own classification and denomination according to the contractual terms, economic circumstances and prevailing conditions at the acquisition date.

Goodwill is initially measured at cost and corresponds to the excess of the consideration transferred plus the amount recognized as non-controlling interest, with respect to the fair value of the assets acquired and the liabilities assumed. If this consideration is less than the fair value of the net assets of the acquired entity, the difference is recognized in profit or loss.

Any contingency transferred by the acquirer is recognized at fair value at the acquisition date. The contingency classified as an asset or liability that is a financial instrument and is within the scope of IFRS 9 "Financial instruments", is measured at fair value with changes recognized in the consolidated statement of income.

After initial recognition, goodwill is measured at cost less any accumulated impairment loss. For impairment testing purposes, the goodwill generated in a business combination is, at the acquisition date, assigned to each of the cash-generating units that are expected to benefit from the combination.

When goodwill has been allocated to a cash-generating unit and part of the operation is disposed of within that unit, the goodwill associated with the disposed operation is included in the carrying amount of the operation in determining the gain or loss on such disposal. Goodwill disposed of in these circumstances is measured based on the relative values of the disposed transaction and the portion of the cash-generating unit retained.

If the initial accounting of a business combination is incomplete at the end of the accounting period in which the combination occurs, the Company and its subsidiaries will report in their consolidated financial statements the provisional amounts of the items whose accounting is incomplete. During the measurement period, the Company and its subsidiaries will retroactively adjust the provisional amounts recognized at the acquisition date to reflect the new information obtained about facts and circumstances that exist at the acquisition date and that, had they been known, would have affected by the measurement of the amounts recognized on that date. The measurement period will end as soon as the Company and its subsidiaries receive the information they were seeking about facts and circumstances that occurred at the acquisition date or conclude that no further information can be obtained. However, the measurement period will not exceed one year from the acquisition date.

2.24 Spin-offs of equity blocks and loss of control

Spin-offs of equity blocks, understood as the transfer of an identifiable set of assets and liabilities that constitute a business or part of a business, are accounted for based on the economic substance of the transaction and the applicable regulatory framework.

Loss of control occurs when the Company ceases to have power over the investee, exposure or right to variable returns and the ability to use its power to affect those returns.

When a spin-off or other transaction results in the loss of control over a subsidiary, the Company derecognizes the subsidiary's assets and liabilities, including any non-controlling interest, and recognizes any consideration received and any retained interest at fair value at the date control is lost. The difference between (i) the fair value of the consideration received plus the fair value of any retained interest and (ii) the carrying amount of the subsidiary's net assets is recognized in the consolidated statement of income.

When the spin-off corresponds to a reorganization between entities under common control and does not result in the loss of control, the transferred assets and liabilities are recognized at their carrying amounts, and no goodwill or gain or loss is recognized in the consolidated statement of income.

Subsequently, any retained interest is accounted for in accordance with the accounting policy applicable to its classification.

2.25 Segments

The Company and its Subsidiaries report financial and descriptive information about its reportable segments. A reportable segment is an operating segment or an aggregate of operating segments that meet specific criteria. Business segments are a component of an entity for which financial information is available separately and is periodically evaluated by the Chief Operating Decision Maker (CODM) (Note 34) to allocate resources and evaluate performance. Financial information is generally presented on the same basis that is used internally to assess segment operating performance and decide how to allocate resources to segments.

3. Accounting estimates and criteria

The information contained in these consolidated financial statements is responsibility of the Company's and its subsidiaries' Management. In preparing these statements, certain estimates have been used to quantify some of the assets, liabilities, revenue, expenses, and commitments recorded herein, based on experience and other relevant factors. Final results may vary from these estimates.

Estimates are reviewed periodically. Modifications to accounting estimates are recognized prospectively and have to be recorded in the corresponding "profit or loss for the year" in which the revisions are made.

The most important estimates for the preparation of the consolidated financial statements of the Company and its subsidiaries are the following:

- Fair value of financial instruments (Note 2.4)
- Provision for impairment of inventories (Note 2.6)
- Useful life assigned to mining rights, exploration and development costs, investment properties, property, plant and equipment, and intangible assets (Notes 2.7, 2.8, 2.9 and 2.10)
- Determination of mineral reserves and resources
- Review of impairment of long-lived assets (Note 2.10)
- Provisions and contingencies (Note 2.12)
- Provision for closure of mining units (Note 2.13)
- Provisional liquidity in the recognition of income (Note 2.15)

- Taxes and uncertain tax positions (Note 2.19 (d))
- Going concern (Note 2.1.1)

Key sources of uncertainty in estimates

The following discusses the basic assumptions about the future and other key sources of uncertainty in estimates at the end of the reporting period, which may involve a significant risk of material adjustments to the carrying amounts of assets and liabilities during subsequent financial periods.

(a) Determination of mineral reserves and resources

The Company and its subsidiaries calculate their mineral reserves and resources based on the guidelines of the Australian standard - the Joint Ore Reserves Committee (JORC) Code, which establishes the technical and economic standards and recommendations. The Company and its subsidiaries have competent personnel who are responsible for preparing and reviewing the reserves annually.

Proven and probable reserves, along with a percentage of inferred resources, are used to calculate the depreciation and amortization of non-financial assets depreciated using the units-of-production method, as well as to determine the closure period for mining units and to analyze the impairment of non-financial assets.

(b) Liabilities for the closure of mining units

The Company and its subsidiaries determine an estimate for the obligations to retire assets and close their mining units using the discounted cash flow model. To develop the model, Management makes estimates regarding the scope and costs of retirement and closure activities, changes in technology and the regulatory environment, as well as macroeconomic variables considered in the estimate, such as inflation rates and others used to determine the discount rate. The best estimate of the timing of these expenditures is also considered.

The Company and its subsidiaries periodically review the estimated future disbursements, disbursements deadlines, and the discount rates used, and adjust the asset and liability values, if necessary, on a prospective basis.

(c) Review of carrying amount and provision for impairment

The Company and its subsidiaries annually review whether a fixed asset requires an impairment provision in accordance with the accounting policy set forth in Note 2.10. This requires professional judgment by the Company's Management and its subsidiaries to analyze impairment indicators and determine the value in use. In the latter, judgment is required in preparing future cash flow projections, including

projecting the Company's and its subsidiaries' future operating levels, projecting economic factors that affect their revenues and costs, and determining the discount rate to be applied to these cash flows.

(d) Useful life of property, plant and equipment

As described in Note 2.8, the Company and its subsidiaries review the estimated useful life of property, plant and equipment annually. Internal specialists from the operations and maintenance areas participate in these evaluations to determine whether the useful life remains appropriate for the expected use of the assets. Determining useful lives requires estimates regarding expected business and technological developments and alternative uses of the assets. Assumptions regarding the technological framework and its future development involve a significant degree of judgment, as the timing and nature of future technological changes are difficult to predict.

(e) Contingencies

The Company and its subsidiaries are subject to contingent transactions or events on which professional judgment is used in developing estimates of the probability of occurrence of future events, considering the legal situation at the date of the estimate, and the opinion of internal and external legal advisors.

(f) Taxes

Determining tax liabilities and expenses requires interpretations of applicable tax legislation. The Company and its subsidiaries seek professional tax advice before making any decisions on tax matters. Although Management believes its estimates are prudent and appropriate, differences in interpretation may arise with the tax authorities that could affect future tax charges.

The recovery of deferred tax assets requires an assessment to determine whether they should be recognized in the consolidated statement of financial position. Deferred tax assets require management to evaluate the likelihood that the Company and its subsidiaries will generate taxable income in future periods to utilize them. Estimates of future taxable income are based on projections of cash flows from operations and the application of tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from these estimates, it could impact the Company's and its subsidiaries' ability to realize the net deferred tax assets recorded at the reporting date.

(g) Uncertain tax positions

The Company and its subsidiaries exercise significant judgment in identifying uncertainties regarding income tax treatments. In this regard, the Company and its subsidiaries have reviewed the following situations:

- Contentious proceedings
- Tax planning implemented
- Company reorganization
- Other situation identified by Management

In the assessment, Manageme nt has considered the following sources to identify possible uncertain tax situations:

- The criteria applied by the tax administration in its audits
- The opinions expressed by the tax administration through reports or official letters
- The jurisprudence of the courts at all levels
- Directives of Peruvian tax and customs authorities ("Superintendencia Nacional de Aduanas y Administración Tributaria" - SUNAT)

The assessment was conducted for all non-prescribed tax years, taking into account the provisions of the Peruvian Tax Code.

As a result of examining each of the aforementioned situations, Management has identified tax uncertainties that may affect the determination of income tax in accordance with IFRIC 23, Uncertainty over Income Tax Treatment, mainly those related to the amortization of development costs, which, due to their temporary nature, do not have a significant impact on the consolidated financial statements.

When there is a change in circumstances, Management should review its estimates, such as the actions taken by the tax administration, formally adopted positions, court jurisprudence, or the expiration of the statute of limitations.

4. Financial Instruments and Risks

(a) Categories of financial instruments

The financial assets and liabilities of the Company and Subsidiaries comprise the following:

	03/31/2026 US$000	12/31/2025 US$000
Financial assets:		
Cash and cash equivalents	294,460	334,671
Amortized cost		
Other accounts receivable	9,004	10,642
Fair value through profit or loss		
Trade accounts receivable (net)	38,070	25,738
Fair value through other comprehensive income		
Financial investments	145,958	106,902
Total	487,492	477,953
Financial liabilities:		
Amortized cost		
Financial obligations	817,961	872,612
Lease liabilities	9,883	9,890
Trade accounts payable	225,603	244,376
Other accounts payable	20,673	18,555
	1,074,120	1,145,433
Fair value through other comprehensive income		
Settled derivatives pending payment	14,368	9,563
Derivatives designated as hedging instruments	113,296	126,503
	127,664	136,066
Total	1,201,784	1,281,499

(b) Financial risks

During the normal course of operations, the Company and Subsidiaries are exposed to several financial risks. The risk management program of the Company and Subsidiaries is mainly focused on financial markets and seeks to minimize potential adverse effects on the financial performance of the Company and Subsidiaries. The Financial Management Department of the Company and Subsidiaries is in charge of risk management, which identifies, evaluates, and covers financial risks.

(i) Market risk

Exchange rate risk

The Company and Subsidiaries perform their sales in U.S. dollars, which allow them to meet their obligations in such currency. The exchange rate risk mainly arises from balances held in soles.

As of March 31, 2026, the balances of financial assets and liabilities denominated in foreign currency correspond to balances in soles, are expressed in US dollars at the purchase and sale exchange rate published by the Superintendency of Banking and Insurance and AFP (SBS) in effect on that date, which were US$0.287, US$0.286 per S/1.00, respectively, (US$0.298 and US$0.297 per S/1.00, respectively as of December 31, 2025) and are summarized as follows:

	03/31/2026	12/31/2025
	S/000	S/000
Assets		
Cash and cash equivalents	79,190	72,774
Other accounts receivable (net)	172,244	127,690
Total assets	251,434	200,464
Liabilities		
Trade accounts payable	(129,754)	(142,232)
Other accounts payable	(12,163)	(65,680)
Total liabilities	(141,917)	(207,912)
	109,517	(7,448)

In the first quarter of 2026, the Company and Subsidiaries recorded a net exchange difference loss of US$881 (and a gain of US$516 in the first quarter of 2025).

Management considers a sensitivity rate of 5% as reasonable in the assessment of exchange rate risk. A sensitivity analysis assuming the devaluation and revaluation of the Peruvian sol (S/), equivalent to the rate mentioned above, exclusively on balances of assets and liabilities reflected above, considering other constant variables in the consolidated statement of profit or loss before income tax, is presented in the following table:

	Changes in exchange rates	Effect on results before taxes (Debit) Credit	
		03/31/2026	12/31/2025
		US$000	US$000
Revaluation	+5%	(1,580)	111
Devaluation	-5%	1,580	(111)

Price risk

The Company and Subsidiaries are exposed to commercial risks arising from changes in mineral market prices. In order to cover the risk arising from the decrease of prices of metals, Management will hire derivative financial instruments.

For the control and follow-up of hedges, Management approved the "Metal Price Hedging Policy", which is executed and monitored together with the Financial Risk Management Policy. Management has also a Hedging Committee whose objective is to mitigate the risks associated with variations and volatility of the prices of metals they produce.

As of March 31, 2026 and 2025, if the average sales prices of the principal payable metals contained in mineral concentrates increase (or decrease) by 10% and all other variables remain constant, the profit or loss before income taxes of the Company and Subsidiaries would change as follows:

	Effect on profit (loss) before income tax (Debit) Credit US$000
Zinc concentrate	
2026:	
Increase in the international price of zinc	16,402
Decrease in the international price of zinc	(16,402)
2025:	
Increase in the international price of zinc	14,606
Decrease in the international price of zinc	(14,606)

	Effect on profit (loss) before income tax (Debit) Credit US$000
Lead concentrate	
2026:	
Increase in the international price of lead	13,085
Decrease in the international price of lead	(13,085)
2025:	
Increase in the international price of lead	4,983
Decrease in the international price of lead	(4,983)

	Effect on profit (loss) before income tax (Debit) Credit US$000
Copper concentrate	
2026:	
Increase in the international price of copper	4,671
Decrease in the international price of copper	(4,671)
2025:	
Increase in the international price of copper	1,896
Decrease in the international price of copper	(1,896)

	Effect on profit (loss) before income tax (Debit) Credit US$000
Silver concentrate	
2026:	
Increase in the international price of silver	2,679
Decrease in the international price of silver	(2,679)
2025:	
Increase in the international price of silver	3,747
Decrease in the international price of silver	(3,747)

As of March 31, 2026 and 2025, the fair value of the embedded derivatives contained in the commercial contracts amounts to a loss of US$8,010 and a gain of US$3,569, respectively.

(ii) Interest rate risk

The Company and Subsidiaries have significant assets, which are held in renowned financial entities and accrue interests at current rates in the market. Operating income and cash flows of the Company and Subsidiaries are independent of changes in interest rates in the market.

The interest rate risk is addressed by Management of the Company and Subsidiaries through a policy that establishes obtaining loans at fixed and variable interest rates.

Management considers that the risk of fluctuations in the fair value of interest rates is not significant since the interest rates of its financing agreements are not significantly different from the market interest rates for similar financial instruments.

(iii) Credit risk

The credit risk of the Company and Subsidiaries arises from the inability of debtors to meet their obligations. For this reason, Management establishes conservative credit policies and constantly evaluates the conditions of the market where their debtors operate, for which Management uses risk rating reports for commercial and credit operations.

The financial assets (excluding cash and cash equivalents and financial investments) of the Company and Subsidiaries are within their maturity dates.

Trade accounts receivable are denominated in US dollars and are due on the date of issue of the payment voucher, which amount is paid on the following days after its due date. Sales by the Company and Subsidiaries are made to domestic and foreign customers with whom it has commercial contracts.

The Company's Management considers the credit history of its customers and their payment capacity and performs an evaluation of the debts whose collection is estimated as a variant to determine the impairment loss due to bad debts, concluding that no provision for bad debts is necessary.

(iv) Liquidity risk

Prudent liquidity risk management implies maintaining sufficient cash and cash equivalents and having the possibility to be engaged and/or have engaged certain financing operations through adequate credit sources.

As of March 31, 2026 and December 31, 2025, the Company and Subsidiaries have negative working capital for US$25,166 and US$90,758, respectively.

The decrease in negative working capital is primarily due to the 4.375% Senior Notes Due 2026, which matured in February 2026.

In addition, it generates significant cash flows from operating activities (US$100,634 as of March 31, 2026 and US$81,287 as of March 31, 2025).

Management believes that these measures will allow the Company and Subsidiaries to have sufficient cash flows to properly manage their financial obligations.

The table below presents an analysis of the financial liabilities of the Company and Subsidiaries classified according to their maturity (including interests to be paid at those maturities) at the date of the consolidated statement of financial position:

Financial Liabilities	Less than 1 year	Between 1 and 2 years	Between 2 and 10 years	Total
	US$000	US$000	US$000	US$000
As of December 31, 2025:				
Financial obligations	77,087	77,092	1,085,319	1,239,498
Lease liabilities	8,726	1,454	447	10,627
Trade accounts payable	225,603	-	-	225,603
Other accounts payable	20,673	-	-	20,673
Derivative financial instruments	127,664	-	-	127,664
Total	460,353	78,546	1,085,766	1,624,665
As of Decembrer 31, 2024:				
Financial obligations	147,356	77,236	1,122,142	1,346,734
Lease liabilities	9,248	982	224	10,454
Trade accounts payable	244,376	-	-	244,376
Other accounts payable	18,555	-	-	18,555
Derivative financial instruments	136,066	-	-	136,066
Total	555,601	78,218	1,122,366	1,756,185

(v) Capital management risk

The company manages its capital with the objective of ensuring the ability to continue as a going concern, maximizing returns to shareholders, and maintaining an optimal capital structure to reduce the cost of capital.

To achieve these objectives, the company may adjust dividend payments, repay capital to shareholders, issue new shares, or sell assets to reduce debt.

The company's capital structure comprises shareholders' equity and net financial debt, which includes bank loans and bonds issued, less cash and cash equivalents.

The leverage ratio was as follows:

	03/31/2026 US$000	12/31/2025 US$000
Financial obligations	817,661	872,612
Lease liabilities	680	919
Bank overdrafts	300	-
Total net debt	818,641	873,531
Cash and cash equivalents	(294,460)	(334,671)
Total net debt	524,181	538,860
Total equity	639,950	530,471
Net debt ratio	0.82	1.02

(c) Fair value of financial instruments

For purposes of the consolidated financial statements, fair value measurements are categorized in three levels: 1, 2 or 3; depending on the degree in which the information for fair value measurements are observable, and their significance to fair value measurement in its entirety, as described below:

- Level 1: Input is quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company may access at the measurement date.
- Level 2: Input is different from quoted prices included in Level 1, which are observable for the asset or liability, whether directly or indirectly.
- Level 3: Input is not observable for the asset or liability.

Fair value of financial assets and liabilities of the Company that are not measured at fair value, but fair value disclosures are required

Management considers that the carrying amounts of financial assets and liabilities recognized in the consolidated financial statements are similar to their fair value, including the long-term loan that accrues equivalent interests at current market rates. The fair value of bonds issued in the international market is classified as Level 1 since quoted prices are available. The fair value of these bonds amounts to US$829,253 as of March 31, 2026 (US$890,722 as of December 31, 2025).

Fair value of financial assets and liabilities of the Company and Subsidiaries that are measured at fair value on a constant basis

As of March 31, 2026 and December 31, 2025, the financial instruments measured at fair value after initial recognition refer to trade accounts receivable, financial investments and derivative financial instruments.

The following table shows the financial instruments measured at fair value on a constant basis, classified per level:

	03/31/2026 US$000	12/31/2025 US$000
Financial assets		
Level 1		
Investments in equity instruments (a)	145,958	106,902
Level 2		
Trade accounts receivable (net) (b)	38,070	25,738
Financial liabilities		
Settled derivatives pending payment	14,368	9,563
Derivatives designated as hedging instruments	113,296	126,503
	127,664	136,066

(a) Financial investments correspond to the investment in Cementos Polpaico S.A., which is listed on the Chilean Stock Exchange, and Inversiones Portuarias Chancay S.A.A., which is listed on the Peruvian Stock Exchange, and for this reason, it has been classified as Level 1.

(b) Trade accounts receivable, designated at fair value through profit or loss, include changes in the value of provisional settlements, which are adjusted to market value based on future estimates of metal prices at the date of the consolidated financial statements. The fair value measurement is categorized in Level 2 because these measurements are derived from current international quoted prices included in Level 1.

(c) There have been no transfers between the levels during the period.

5. Cash and cash equivalents

The composition of the item is presented below:

	03/31/2026 US$000	12/31/2025 US$000
Available:		
Cash in hand and banks (a) (b)	194,396	251,010
Mutual funds	76,813	70,805
Restricted cash	4,298	7,528
Cash in transit	14,263	666
Time deposits	4,690	4,662
	294,460	334,671

a) Cash and bank balances primarily consist of checking accounts denominated in soles and US dollars, held in local and foreign banks, freely available, and generating interest at market rates.

b) The Company and Subsidiaries report, as part of cash and bank balances, balances of US$14,263 and US$12,723 as of March 31, 2026 and December 31, 2025, respectively, corresponding to cash deposited in Banco de la Nación for the purpose of tax payments.

6. Trade accounts receivable (net)

The composition of the item is presented below:

	03/31/2026 US$000	12/31/2025 US$000
From third parties		
Invoices	62,422	42,080
Embedded derivatives	(3,168)	4,842
Impairment estimate for accounts receivable	(21,184)	(21,184)
Total	38,070	25,738

Accounts receivable are current, do not accrue interest, are not secured by specific guarantees, and are expected to be collected in the first quarter of the following year.

The Company and Subsidiaries' main customers have a recognized reputation in the international market, a good credit history, and show no financial difficulties at the end of the period.

The allowance for doubtful accounts, based on the expected loss assessment, is primarily related to a customer in liquidation and dates back to 2008.

In the opinion of the Company and Subsidiaries' Management, the allowance for doubtful accounts is sufficient to cover the risk of default as of the consolidated statement of financial position date.

7. Other accounts receivable (net)

The composition of the item is presented below:

	03/31/2026 US$000	12/31/2025 US$000
Financial assets:		
Receivables from contractors and others	14,336	13,460
Loans to third parties (a)	10,435	10,471
Escrow account - sale of companies ((Note 1(d.6))	1,255	3,331
Invoiced services	946	1,498
Financing to related parties (b)	1,092	1,011
Subsidies and other receivables	300	305
	28,364	30,076
Provision for impairment of other receivables (c)	(19,360)	(19,434)
Subtotal	9,004	10,642
Other non-financial assets:		
Claims to the Tax authorities (d)	45,412	46,266
Contractual assets (e)	21,282	16,274
Pre-paid expenses	4,872	4,392
Input VAT credit (d)	52,817	57,754
Works for taxes, in progress	5,319	5,309
Other minors	548	808
	130,250	130,803
Provision for impairment of other receivables (c)	(20,868)	(21,188)
Subtotal	109,382	109,615
Total	118,386	120,257
Current portion	75,428	74,020
Non-current portion	42,958	46,237

(a) Loans to third parties accrue interest at market rates and are considered primarily current receivables. The Company and its subsidiaries have established a provision for doubtful accounts of US$10,115, in accordance with the assessment of the risk of non-recoverability.

(b) This includes disbursements made by the Company on behalf of Inversiones Portuarias Chancay S.A.A. during its development phase. These amounts are repayable

and accrue interest at market rates, which are recognized as other financial income in the statement of comprehensive income.

(c) The Management of the Company and its subsidiaries considers that the allowance for impairment of other receivables is sufficient to cover the risk of non-recoverability as of the date of the consolidated statement of financial position.

(d) This primarily includes payments made by the Company and its subsidiaries for tax adjustments resulting from income tax audits for the 2015 and 2017 fiscal years. These payments were made under protest, in order to continue the litigation process in court.

(e) As of March 31, 2026 and December 31, 2025, this primarily includes advances made to contractors and others for the provision of energy and engineering services.

8. Inventories (net)

The composition of the item is presented below:

	03/31/2026 US$000	12/31/2025 US$000
Concentrates	11,096	16,109
Raw material (extracted mineral)	1,697	882
Sundry supplies	47,088	38,392
Inventories in transit	148	911
Total	60,029	56,294
Impairment estimate (a)	(8,871)	(8,843)
Total	51,158	47,451

(a) During 2026, the provision for the net realizable value of concentrate was updated, resulting in a net effect of US$(28).

In the opinion of the Company and Subsidiaries' Management, the inventory impairment allowance is sufficient to cover the risk of losses as of the date of the consolidated statement of financial position.

9. Financial investments

The composition of the item is presented below:

Company	Class	Shares Number	Participation In Net equity		Market value		Book value	
			03/31/2026	12/31/2025			03/31/2026	12/31/2025
Cemento Polpaico S.A.	Common	4,745,844	12.75	12.75	7,661	Pesos chilenos	39,320	40,494
Inversiones Portuarias Chancay S.A.A.	Common - Class A	206,743,063	12.66	12.66	1.79	Soles	106,159	65,877
Inversiones Portuarias Chancay S.A.A.	Common - Class B	12,234,901	0.50	0.50	0.14	Soles	474	526
Other Companies							5	5
							145,958	106,902

10. Investment properties (net)

The composition of the item is presented below:

	Balance as of January 1, 2026	Additions	Balance as of March 31, 2026
	US$000	US$000	US$000
Cost of:			
Lands	4,578	-	4,578
Buildings	1,548	-	1,548
	6,126	-	6,126
Depreciation of:			
Buildings	1,170	11	1,181
	1,170	11	1,181
Net value	4,956		4,945

	Balance as of January 1, 2025	Additions	Balances as of March 31, 2025
	US$000	US$000	US$000
Cost of:			
Lands	4,578	-	4,578
Buildings	1,548	-	1,548
	6,126	-	6,126
Depreciation of:			
Buildings	1,118	52	1,170
	1,118	52	1,170
Net value	5,008		4,956

11. Property, plant and equipment (net)

The composition of the item is presented below:

	Balance as of January 1, 2026	Additions	Transfers and reclassifications	Acquisition of subsidiaries
	US$000	US$000	US$000	US$000
Cost of:				
Land	19,319	32	-	229
Buildings	1,216,725	38	16,730	20,186
Infrastructure PAMA	680	-	-	-
Machinery and equipment	182,454	6,579	-	8,930
Vehicles	3,261	-	-	94
Furniture and fixtures and computer equipment	9,974	147	-	1,268
Sundry equipment	471,319	3,467	561	246
Units in transit	1,052	(96)	(561)	-
Works in progress	158,853	28,825	(16,730)	264
	2,063,637	38,992	-	31,217
Accumulated depreciation of:				
Buildings	793,544	12,348	-	7,976
Infrastructure PAMA	680	-	-	-
Machinery and equipment	159,875	2,909	-	8,052
Vehicles	2,738	50	-	94
Furniture and fixtures and computer equipment	7,831	125	-	954
Sundry equipment	369,834	4,560	-	192
	1,334,502	19,992	-	17,268
Net value	729,135			

	Balance as of January 1, 2025	Additions	Sales and/or disposals	Trans reclass
	US$000	US$000	US$000	US
Cost of:				
Land	18,528	791	-	
Buildings and other constructions	1,173,761	141	-	
Infrastructure PAMA	680	-	-	
Machinery and equipment	178,080	5,287	(1,131)	
Vehicles	2,916	345	-	
Furniture and fixtures and computer equipment	8,927	1,047	-	
Sundry equipment	444,796	24,089	-	
Units in transit	565	630	-	
Works in progress (a)	101,303	111,473	(2,879)	
	1,929,556	143,803	(4,010)	
Accumulated depreciation of:				
Buildings and other constructions	740,256	53,288	-	
Infrastructure PAMA	680	-	-	
Machinery and equipment	149,201	11,574	(900)	
Vehicles	2,586	152	-	
Furniture and fixtures and computer equipment	7,478	353	-	
Sundry equipment	351,243	18,591	-	
	1,251,444	83,958	(900)	
Net value	678,112			

(a) As of March 31, 2026, the projects comprising the work in progress category belong primarily to Volcan Compañía Minera S.A.A. for US$74,766 and to its subsidiary Compañía Minera Chungar S.A.C. for US$85,973 (US$70,153 and US$70,230 as of December 31, 2025, respectively).

As of March 31, 2026 and December 31, 2025, the other subsidiaries maintain work in progress projects valued at US$10,473 and US$18,470, respectively.

(b) As of March 31, 2026, buildings and machinery and equipment include assets acquired under finance leases with carrying amounts of US$7,378 and US$8,443, respectively (US$7,462 and US$10,205 as of December 31, 2025).

(c) The Company and Subsidiaries maintain insurance on their principal assets in accordance with policies established by Management.

(d) As of March 31, 2026 and December 31, 2025, the cost of property, plant, and equipment is presented net of accumulated impairment of US$335,623, allocated as follows: buildings and structures for US$263,245, machinery and equipment and miscellaneous equipment for US$43,897, and other items for US$28,481.

12. Right-of-use assets (net)

The composition of the item is presented below:

	Balance as of January 1, 2026	Additions	Balance as of March 31, 2026
	US$000	US$000	US$000
Cost of:			
Operating machinery	15,865	-	15,865
Vehicles	14,196	2,061	16,257
Properties	170	-	170
	30,231	2,061	32,292
Depreciation of:			
Operating machinery	8,389	880	9,269
Vehicles	8,946	912	9,858
Properties	170	-	170
	17,505	1,792	19,297
Net value	12,726		12,995

	Balance as of January 1, 2025	Additions	Balance Decemb 202
	US$000	US$000	US$0
Cost of:			
Operating machinery	15,865	-	
Vehicles	9,950	4,246	
Properties	170	-	
	25,985	4,246	
Depreciation of:			
Operating machinery	4,871	3,518	
Vehicles	5,281	3,665	
Properties	170	-	
	10,322	7,183	
Net value	15,663		

13. Mining concessions, explorations and development costs and other assets (net)

The composition of the item is presented below:

	Balance as of January 1, 2026	Additions	Acquisition of subsidiaries	Balance as of Marc 31, 2026
	US$000	US$000	US$000	US$000
Cost of:				
Mining concessions	249,665	-	8,120	257,78
Exploration costs	359,884	3,193	-	363,07
Development costs	1,280,920	23,084	-	1,304,00
Closure of mining units	125,674	-	-	125,67
Community rights	21,401	-	-	21,40
Other intangibles	18,305	30	6	18,34
	2,055,849	26,307	8,126	2,090,28
Amortization of:				
Mining concessions	213,546	640	-	214,18
Exploration costs	232,049	3,419	-	235,46
Development costs	663,465	16,208	-	679,67
Closure of mining units	114,731	188	-	114,91
Community rights	10,931	272	-	11,20
Other intangibles	11,396	288	4	11,68
	1,246,118	21,015	4	1,267,13
Net value	809,731			823,14

	Balance as of January 1, 2025	Additions	Disposals	Transfers	Char esti
	US$000	US$000	US$000	US$000	US$
Cost of:					
Mining concessions	250,068	-	(890)	487	
Exploration costs	347,530	11,285	-	1,069	
Development costs	1,053,424	83,123	-	3,974	
Closure of mining units	141,537	-	-	-	
Community rights	21,401	-	-	-	
Other intangibles	17,898	226	-	181	
	1,831,858	94,634	(890)	5,711	
Amortization of:					
Mining concessions	210,356	3,840	(650)	-	
Exploration costs	217,906	14,143	-	-	
Development costs	614,939	48,526	-	-	
Closure of mining units	112,510	2,221	-	-	
Community rights	9,712	1,219	-	-	
Other intangibles	10,207	1,189	-	-	
	1,175,630	71,138	(650)	-	
Net value	656,228				

(a) As of March 31, 2026 and December 31, 2025, the cost of mining concessions, development costs, and ot accumulated impairment of US$462,260, allocated as follows: mining concessions for US$45,984, exploration for US$127,687 and other intangibles for US$51,144.

As of March 31, 2026, the Company did not identify any impairment. During 2025, as part of the impairment assessm (CGUs), the Company's Management determined an impairment recovery of US$140,399, allocated to development co

14. Financial obligations

(a) The composition of the item is presented below:

	31/03/2026	31/12/2025
	US$000	US$000
Bonds	794,300	847,107
Loans	23,361	25,505
	817,661	872,612
By maturity		
Current	34,976	88,561
Non-current	782,685	784,051

(b) The balance for each type of debt is made up of:

	Nominal amount	Currency	Interest rate	Maturity
	US$000	US$000	US$000	US$000
Bonds (i):				
Tradable bonds	475,000	USD	4.375%	Feb-26
Accrued interest pending maturity				
Transaction cost balance				
Tradable bonds	299,872	USD	8.750%	Jan-30
Accrued interest pending maturity				
Transaction cost balance				
Tradable bonds	750,000	USD	8.500%	Oct-32
Accrued interest pending maturity				
Transaction cost balance				
Loans (ii)				
Glencore Lima Trading S.A.C.	25,000	USD	4.5% + SOFR 3M	Dec-28
Accrued interest pending maturity				

15. Lease liabilities

The composition of the item is presented below:

	31/03/2026 US$000	31/12/2025 US$000
Leases with financial institutions (i)	680	919
Leases with non-financial suppliers (ii)	9,203	8,971
	9,883	9,890
By maturity		
Current	7,963	8,854
Non-current	1,920	1,036

i. The Company and Subsidiaries entered into finance lease agreements with Scotiabank S.A.A. with an average term of 2 years, primarily to finance assets used in operations. These agreements accrue interest at the contractually agreed rates (between 6.85% and 7.35%), are amortized monthly, and mature between August 2026 and February 2027. These agreements are secured by the underlying asset itself.

ii. The Company and Subsidiaries maintain agreements with various suppliers for the rental of pickup trucks to support mining operations and activities. These agreements stipulate monthly payments over an average contractual term of two years. These contracts are recognized in the consolidated statement of financial position in accordance with the leasing policy (Note 2.11).

16. Trade accounts payable

The composition of the item is presented below:

	03/31/2026 US$000	12/31/2025 US$000
Invoices payable (a) (b)	114,335	138,256
Invoices receivable (c)	96,187	91,442
Guarantee funds	15,081	14,678
	225,603	244,376

(a) Trade accounts payable arise primarily from the acquisition of materials and supplies for the execution of the Company's and Subsidiaries' activities and are denominated mainly in US dollars and Peruvian soles. They are current, do not accrue interest, and are not secured by collateral. As of March 31, 2026 and December 31, 2025, the outstanding balances are current and within the payment periods established by the Company and Subsidiaries, which are

between 30 and 90 days.

(b) As of March 31, 2026, the Company and Subsidiaries have outstanding obligations of US$19,135 (US$24,979 as of December 31, 2025), which are related to invoices that suppliers have assigned to financial institutions. These obligations do not accrue interest and retain their original due dates agreed upon with the suppliers.

(c) The invoices to be received correspond to the estimated record of the consumption of goods and services for which, as of the date of the consolidated financial statements, the payment vouchers issued by their corresponding suppliers have not been received.

17. Derivative financial instruments

The composition of the item is presented below:

	03/31/2026	12/31/2025
	US$000	US$000
Other financial liabilities		
Derivative financial instruments:		
Fair value of hedging derivative financial instruments	113,296	126,503
Settled derivative financial instruments	14,368	9,563
	127,664	136,066
Non-current portion	-	-
Current portion	127,664	136,066

The Company and Subsidiaries use derivative instruments to reduce market risks to which they are exposed. These risks primarily relate to the effects of changes in the prices of the metals traded by the Company and Subsidiaries, which fluctuate constantly.

Mineral Price Hedging and Equity Investments

As of March 31, 2026, the Company and Subsidiaries settled the price hedging contracts entered into to secure future cash flows from their sales. The critical terms of the hedging transactions have been negotiated with intermediaries to match the terms negotiated in the related contracts.

The change in the equity account "Unrealized Results" is as follows:

	Derivative hedging financial instruments and investment in shares	Income tax	Unrealized Gains (losses)
	US$000	US$000	US$000
Balances as of December 31, 2024	70,079	(20,673)	49,406
Total change in hedging derivative financial instruments	(1,794)	529	(1,265)
Total change in Polpaico share investment	1,282	(378)	904
Total change in fair value of IPCH shares	1,538	(454)	1,084
Balances as of March 31, 2025	71,105	(20,976)	50,129
Balances as of December 31, 2025	(106,727)	31,485	(75,242)
Total change in hedging derivative financial instruments	13,207	(3,896)	9,311
Total change in Polpaico share investment	(1,174)	346	(828)
Total change in fair value of IPCH shares	41,345	(12,197)	29,148
Balances as of March 31, 2026	(53,349)	15,738	(37,611)

18. Other accounts payable

The composition of the item is presented below:

	03/31/2026	12/31/2025
	US$000	US$000
Financial Liabilities:		
Water Use Fees and Penalties	12,710	11,137
Water Use/Treatment/Discharge	4,789	4,632
Dividends Payable	1,018	1,057
Provisions for Community Relations	981	1,018
Other minor liabilities	1,175	711
	20,673	18,555
Other non-financial liabilities:		
Employee benefits	40,579	52,249
Pension contributions and SCTR (Supplementary Work Risk Insurance)	1,807	2,214
Regulatory contributions (OEFA)	1,069	1,090
Social security contributions	638	892
Other minor liabilities	2,190	990
	46,283	57,435
TOTAL	66,956	75,990
Current portion	64,761	75,990
Non-current portion	2,195	-

19. Taxes payable

The composition of the item is presented below:

	03/31/2026	12/31/2025
	US$000	US$000
Income Tax	17,606	17,813
Mining Taxes	12,391	7,700
Taxes Withheld from Third Parties	2,803	1,934
TOTAL	32,800	27,447

20. Provisions

The composition of the item is presented below:

	03/31/2026	12/31/2025
	US$000	US$000
Closure of mining units	170,397	168,548
Provisions for litigation (a)	37,301	31,555
Communities	24,391	24,803
Other provisions	416	416
	232,505	225,322

(a) These correspond to civil, labor, tax, and administrative processes.

The breakdown of the mine closure and community closure categories is presented below, according to the items that generated them:

Mining units	Balances as of December 31, 2025	Disbursements	Financial Expenses	Adjustment	Balances as of March 31, 2026
	US$000	US$000	US$000		US$000
Andaychagua	22,111	(118)	319	-	22,312
Carahuacra	42,689	(59)	616	-	43,246
Ticlio	7,703	-	111	-	7,814
Alpamarca	18,759	(101)	271	-	18,929
Chungar	20,237	(88)	292	-	20,441
Toruna	1,436	-	21	-	1,457
Cerro	37,584	(63)	543	-	38,064
Vinchos	9,846	(108)	141	-	9,879
Vichaycocha	4,696	(28)	67	-	4,735
San Sebastian	3,487	(16)	49	-	3,520
Clousure of mining units	168,548	(581)	2,430	-	170,397
Volcan	1,939	(152)	27	-	1,814
Chungar	20,775	(245)	301	-	20,831
Cerro	1,347	(353)	19	-	1,013
Tingo	742	(19)	10	-	733
Communities	24,803	(769)	357	-	24,391
Provision for closure of mining units and communities	193,351	(1,350)	2,787	-	194,788

21. Deferred income tax

(a) The composition of this heading, according to the items originating same, is provided below:

	03/31/2026	12/31/2025
	US$000	US$000
Deferred assets		
Depreciation of property, plant and equipment, net and amortization of mining rights and concessions, exploration, development and stripping costs	46,953	45,965
Provision for closure of mining units	35,694	35,306
FV of IFD - hedges (PAT)	33,422	37,318
Recoverable tax loss	33,265	33,948
Contingency provisions	9,091	7,318
Fair value of Cementos Polpaico S.A. shares (Note 8)	8,285	7,939
Provisions for community agreements	6,896	6,920
FV of IFD - PL hedges	4,239	2,822
Lease liability	2,309	2,422
Allowance for inventory impairment	2,145	2,136
Paid vacations	1,978	2,083
Penalties - Validity right	1,685	1,266
Provision for doubtful accounts	271	271
Effect of translation to U.S. Dollars	-	4,047
Other	6,045	5,006
	192,278	**194,767**

Deferred liabilities		
Use of amortization benefits for mining rights and concessions, exploration, development and clearing costs, and depreciation of property, plant and equipment	(247,469)	(244,005)
Valuation of shares of Inversiones Portuarias Chancay S.A.A.	(22,843)	(10,647)
Effect of translation to U.S. dollars	(14,952)	(6,213)
Debt structuring cost - Financial obligations Bonds	(5,851)	(5,976)
Use of depreciation benefits for property, plant and equipment (net)	(4,807)	(4,075)
Goodwill - Transmisión Andina de Generación S.A.C.	(3,179)	-
Embedded derivatives	-	(1,056)
Other	(290)	(288)
	(299,391)	**(272,260)**
Deferred liabilities (net)	**(107,113)**	**(77,493)**

(b) The income tax expense carried in the income statement:

	For the cumulative period from January 1 to March 31	
	2026	2025
	US$000	US$000
Income tax		
Current	(15,227)	(15,278)
Deferred	(13,124)	6,549
	(28,351)	(8,729)
Mining tax	(2,037)	-
Mining royalties	(10,730)	(5,014)
Contribution to the mining pension fund	(242)	(297)
Total income tax	(41,360)	(14,040)

22. Issued capital stock

It is represented by 1,633,414,553 class “A” shares with right to vote and 2,443,157,622 class “B” shares with no right to vote but right to preference dividend distribution; such right is not cumulative. From the total, 182,994,435 class “A” shares and 12,234,901 class “B” shares are held by subsidiary Empresa Minera Paragsha S.A.C.; 23,442,345 class “A” shares by subsidiary Compañía Minera Chungar S.A.C., 306,283 class “A” shares by subsidiary Compañía Industrial Limitada de Huacho S.A.

Both Class "A" and "B" common shares, listed on the Lima Stock Exchange, are frequently traded on the stock market. As of March 31, 2026, its price was S/1.80 and S/0.76 per share respectively (S/0.76 and S/0.740, per share respectively as of December 31, 2025).

The Class “A” common share has the right to vote at the company's General Shareholders' Meeting and the Class “B” share has the preferential right to participate in the distribution of cash dividends; as well as the other rights included in the Statute of the company and the applicable laws”.

At the board meeting held on January 23, 2017, the directors approved the distribution of cash dividends of up to S/ 49,106 (equivalent to US$14,854) in favor of the shareholders, which correspond to the profits of fiscal year 2014. Said dividends were paid on February 28, 2017.

At the board meeting held on October 2, 2017, the directors approved the distribution of cash dividends of up to S/ 54,584 (equivalent to US$16,397) in favor of the shareholders, which correspond to the profits of fiscal year 2016. Said dividends were paid on October 27, 2017.

In November 2017, Glencore International AG, subsidiary of Glencore PLC, conducted a Public Acquisition Tender of common class A shares and purchased 603,077,387 shares. Glencore PLC and its related entities, at the announcement date of the Public Acquisition Tender, were the owners of 295,754,888 shares, with which they accumulated 898,832,275 common class A voting shares, which represent 63% of common outstanding class A voting shares, and an economic interest of 23.3%, excluding treasury shares.

At the board meeting held on July 24, 2018, the directors approved the distribution of cash dividends in advance on account of freely available profits as of June 30, 2018 of up to S/ 54,583 (equivalent to US$16,641) in favor of the shareholders, which correspond to the profits of fiscal year 2018. Said dividends were paid on August 22, 2018.

On July 3, 2023, the General Shareholders' Meeting of Volcan Compañía Minera S.A.A. was held, in which Class “A” shareholders and Class “B” shareholders participated, in which the following agreement was adopted:

The Board agreed to reduce the share capital of the Company by S/ 856,080 (equivalent to US$227,620), by reducing the nominal value of all Class “A” and Class “B” shares issued by the Company, that is, affecting the 4,076,572,175 shares issued by the Company, whose nominal value is reduced from S/ 0.87 to S/ 0.66.

As a consequence of the capital reduction agreement, the Board agreed to modify the text of Article Five of the Statute, so that it is worded as follows:

The subscribed and paid capital of the Company is S/ 2,690,538 represented by 1,633,414,553 Class “A” Common Shares and 2,443,157,622 Class “B” Common Shares with a nominal value of S/ 0.66 each.

The General Meeting of Shareholders of Volcan Compañía Minera S.A.A. dated August 24, 2023 and at the General Meeting of Shareholders of Inversiones Portuarias Chancay S.A.A. On October 25, 2023, they approved the spin-off of the equity block made up of 40% of the shares in Cosco Shipping Ports Chancay Perú S.A. owned by Volcan Compañía Minera S.A.A. which transferred to Inversiones Portuarias Chancay S.A.A.

The effective date of the split was March 4, 2024. As a consequence of the split of the equity block, whose net book value amounts to the sum of S/ 443,328 (equivalent to US$132,386). The Board agreed to modify the text of Article Five of the Statute , so that it is written as follows:

The subscribed and paid capital of the Company is S/ 2,242,115 represented by 1,633,414,553 Class “A” Common Shares and 2,443,157,622 Class “B” Common Shares with a nominal value of S/ 0.55 each.

On May 8, 2024, over-the-counter transfers totaling 898,832,275 Class “A” common shares of Volcan Compañía Minera S.A.A. (“Volcan”) were made by Glencore International AG, Blomara Financing Corp., Earthwind International S.A. and Sandown Resources S.A. in favor of Transition Metals AG., which in turn is a subsidiary of Integral Capital Business S.A., a company domiciled in Panama. See note 1 (a).

23. Net sales

The composition of the item is presented below:

	For the cumulative period from January 1 to March 31	
	2026	2025
	US$000	US$000
Net sales per concentrate:		
Zinc	164,021	146,059
Lead	130,847	49,829
Copper	46,713	18,963
Silver	26,793	37,468
	368,374	252,319
Net sales by silver bars:		
Silver bars	48,685	21,528
Net sales by pyrite:		
Pyrite	1,530	-
	50,215	21,528
Profit (loss) in:		
Derivative financial instruments	(49,319)	384
Embedded derivatives (a)	(8,010)	3,569
	(57,329)	3,953
Total	361,260	277,800

(a) Embedded Derivative

Sales of concentrates by the Company and its Subsidiaries are based on commercial contracts whereby a provisional value is assigned to sales, to be adjusted in accordance with a forward and final quotation. These prices are obtained from entities that work with publications from the London Metal Exchange. The commercial contracts are linked to projected market prices. The embedded derivative does not qualify as a hedging instrument; therefore, changes in fair value are charged to profit or loss as an adjustment to current net sales.

As of March 31, 2026 and 2025, the Company held embedded derivatives based on forward prices of the expected settlement date, as final prices will be established in the following months in accordance with the terms of the commercial contracts.

24. Cost of sales

The composition of this below:

	For the cumulative period from January 1 to March 31	
	2026	2025
	US$000	US$000
Initial Concentrate Inventory	16,109	8,909
Initial Ore Inventory	882	5,416
Production cost:		
Labor	29,096	22,592
Third-party services, energy, and other	73,965	69,423
Supplies used	31,581	30,771
Depreciation	18,500	21,116
Right-of-use asset depreciation	1,624	1,789
Amortization	18,612	16,033
Purchase of concentrates and minerals	8,056	11,075
Less - ending concentrate inventory	(11,096)	(13,834)
Less - ending ore inventory	(1,697)	(4,063)
Subtotal	185,632	169,227
Cost of plant shutdown	6,011	6,103
Depreciation of plant shutdown	761	463
Amortization of plant shutdown	1,701	1,098
Total	194,105	176,891

25. Financial income (expenses)

The composition of this below:

	For the cumulative period from January 1 to March 31	
	2026	2025
	US$000	US$000
Income		
Interests on loans	25	4
Other financial income	2,250	837
	2,275	841
Expenses		
Interest on financial obligations	(18,368)	(8,205)
Effect of discounting the present value of mine closure	(2,430)	(2,662)
Amortized cost of financial obligations	(472)	(271)
Guarantee letter commission	(367)	(1,361)
Factoring interest	(639)	(529)
Effect of discounting the present value of communities	(357)	(288)
Interest on lease liabilities	(177)	(256)
Commissions and other expenses	(649)	(8,902)
	(23,459)	(22,474)

26. Tax situation

(i) Current tax framework

The Company and Subsidiaries are subject to the Peruvian tax regime. The income tax rate applicable to companies as of March 31, 2026 is 29.5%.

The last paragraph of article 52-A of the Income Tax Law (hereinafter ITL) establishes that the companies that distribute to domiciled natural entities dividends and any other form of profit distribution referred to in paragraph i) of article 24° of the ITL are imposed with a rate of 5%.

Article 54° establishes that natural entities that are not domiciled in the country will be subject to the withholding of 5% of their income from Peruvian source, such as dividends and other forms of profit distribution, except those indicated in paragraph f) of article 10° of the ITL.

Paragraph e) of article 56° establishes that the tax on legal entities that are not domiciled in the country will be determined by applying a rate of 5% when dividends are distributed, and other forms of profit distribution received from legal entities. However, any amount or payment in kind resulting from the taxable third-category income that represents an indirect disposal of income that is not susceptible to subsequent tax control, including amounts charged to undeclared

expenses and income (alleged dividends), is subject to the income tax rate of 5% as of March 31, 2026.

Management of the Company and Subsidiaries believes that, as a result of the application of these standards, no significant contingencies will arise for the Company and Subsidiaries as of March 31, 2026.

(ii) Open years to tax review

The Tax Administration is authorized to review, and if applicable, correct the income tax determined by the Company and Subsidiaries in the last four years, counted from January 1 of the year following the year when the pertinent income tax return was submitted (open years to tax review).

Income tax returns and general sales tax from the periods 2020 to 2025 of the Company and Subsidiaries will be reviewed by the Tax Administration.

Since certain differences may arise from the interpretation that the Tax Administration has on regulations applicable to the Company and Subsidiaries, it is not possible to determine to date whether additional tax liabilities will arise or not from the reviews to be conducted. Any additional tax, charge, and interest, if incurred, will be recognized in profit or loss for the year when such criteria differences with the Tax Administration are resolved. However, Management of the Company and Subsidiaries believes that no material liabilities will arise as a result of potential reviews.

(iii) Transfer pricing

The following new standards have been established in order to determine income tax:

- Comparable uncontrolled price (CUP) for commodities: It is confirmed that, for import or export of commodities, the market value will be provided by quotation (it was established before for operations with intermediaries or from, through or to tax havens). The detail of this standard is included in the regulations.

- New formal obligations: The Transfer Pricing Technical Study is no longer submitted and new tax returns are included:

Tax return	Minimum annual income	Assumption	Details	Effective from
Local report	S/11,485 (US$3,152)	Operations with related entities	Transactions that give rise to taxable income or deductible expense	2018
Master report	S/103,000 (US$27,408)	Taxpayers that are part of a Group	Organizational structure, description of the business, transfer pricing policies, financial and tax position	2018
Report per country	Not applicable	Taxpayers that are part of a Multinational Group	Global revenue distribution, paid taxes, and activities of each entity of the multinational group	2019

The Company and Subsidiaries have complied with the submission to the tax administration of the local, master and country-by-country transfer pricing report corresponding to the 2024 period and are preparing the information corresponding to 2025.

(iv) Reconciliation of effective income tax rate with tax rate

As of March 31, 2026 and 2025, the effective income tax rate is different from the tax rate. The nature of this difference is due to certain items related to taxable profit, whose effects are summarized below:

	03/31/2026		03/31/2025	
	Amount	Percentage	Amount	Percentage
	US$000	%	US$000	%
Profit before income tax	113,208	100.00	48,553	100.00
Income taxes according to tax rate	(33,396)	(29.50)	(14,323)	(29.50)
Deferred tax not recognized due to tax losses	10,761	9.51	1,456	3.00
Adjustment of income tax for prior periods	554	0.49	1,995	4.11
Conversion effect of non-financial assets	(6,261)	(5.53)	3,879	7.99
Deferred assets not recognized due to lack of recoverability	(2,686)	(2.37)	274	0.56
Tax effects on non-deductible expenses and other minor expenses	2,678	2.37	(2,010)	(4.14)
Mining taxes	(13,010)	(11.49)	(5,311)	(10.94)
Income tax expense and tax rate applicable to accounting profit	(41,360)	(36.53)	(14,040)	(28.92)

(v) Income tax payable

The Company and Subsidiaries maintain a credit balance with the tax administration of US$17,606 as of March 31, 2026 (US$17,813 as of December 31, 2025).

(vi) Significant changes to income tax in Peru

After March 31, 2026, no significant changes have been made to the income tax regime in Peru, which may affect these consolidated financial statements. The standards and interpretations effective as of March 31, 2026, have been considered by Management when preparing these consolidated financial statements.

Below we present the main amendments that will be applicable as from 2025:

Interests and capital gains from repurchase and disposal transactions of participation units of Stock Exchange Funds or ETFs

Pursuant to Law 32218, published on December 29, 2024, interests and capital gains from repurchase and disposal transactions of participation units of Stock Exchange Funds or Exchange-traded Funds (ETF), whose underlying items are the instruments issued by the Republic of Peru (Public Treasury bills issued by the Republic of Peru and Bonds and other debt securities issued by the Republic of Peru under the Market Creators Program or the mechanism that replaces it, or in the international market as of 2003), constitute untaxed income.

Accelerated depreciation of fixed assets used in power generation activity with water resources and other renewable resources

Pursuant to Law 32217, published on December 29, 2024, the accelerated depreciation tax benefit that promotes investment in power generation activity with water resources and other renewable resources was extended until December 31, 2030.

This benefit consists of the accelerated depreciation applicable to the machinery, equipment and civil works necessary for the installation and operation of the plant that generates electricity with water resources and other renewable resources, which will have an annual depreciation rate of no more than 20% as annual global rate.

Advance pricing agreements (APAs) and other valuation methods

- Legislative Decree 1663, published on September 24, 2024, modifies paragraph 7 of article 32 A of the Income Tax Law, in which the application of other valuation methods is allowed when it is not possible to apply the other six provided, provided that such methods comply with the new conditions and rules established in the ITL.

- Legislative Decree 1662, published on September 24, 2024, allows the retroactive application of advance pricing agreements (rollback), provided that it is verified that the relevant facts and circumstances of such years are the same as in the years covered by the advance pricing agreements and the action of SUNAT to determine the tax obligation of the income tax by application of transfer pricing standards has not expired with respect to such transactions.

(vii) Tax losses

In accordance with Legislative Decree No. 945 and as established by Law No. 27513, tax loss carryforwards may be applied under one of the following options:

(a) Offsetting total net third category loss from Peruvian source recorded in one taxable year, assigning this amount every year until its depletion, to net third category income to be obtained in the four immediately subsequent years, calculated as from the following year of its generation. The amount that is not offset once this period of time has passed will not be offset in subsequent years.

(b) Offsetting total net third category loss from Peruvian source recorded in one taxable year, assigning this amount every year until its depletion, to 50% of net third category income to be obtained in immediately subsequent years.

Management of the Company and Subsidiaries Compañía Minera Chungar S.A.C. and Empresa Administradora Cerro S.A.C. selected option (b) and other Subsidiaries selected option (a) to offset tax losses.

27. Remuneration of the personal key

The remuneration of key personnel of the Company and Subsidiaries as of March 31, 2026 and 2025 amounted to US$5,446 and US$7,522, respectively, and corresponds to salaries, participations, benefits and social charges and extraordinary gratification.

(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

(Free translation from the original in Spanish)

INDEPENDENT AUDITOR'S REPORT

To the Shareholders and Board of Directors
Volcan Compañía Minera S.A.A.

Opinion

We have audited the consolidated financial statements of Volcan Compañía Minera S.A.A. and subsidiaries (hereinafter the Group), which comprise the consolidated statement of financial position as of December 31, 2025, the consolidated statement of income, the consolidated statement of other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the year then ended, as well as the notes to the consolidated financial statements, which include a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements, present fairly, in all material respects, the consolidated financial position of the Group as of December 31, 2025, its consolidated financial performance and its consolidated cash flows for the year then ended, in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB).

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (ISA) approved for its application in Peru by the Board of Deans of the Institutes of Peruvian Certified Public Accountants. Our responsibilities, under those standards, are further described in the *Auditor's responsibilities for the audit of consolidated financial statements* section of our report.

We are independent of the Group, in accordance with the ethical requirements of the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants (IESBA Code of Ethics) approved for its application in Peru by the Board of Deans of the Institutes of Peruvian Certified Public Accountants that are relevant for our audit of the consolidated financial statements in Peru. We have also fulfilled our other ethical responsibilities in accordance with the ethical requirements of Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those that, in our professional judgment, were the most significant in our audit of the consolidated financial statements for the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in establishing our opinion thereon. We do not provide a separate opinion on these matters.

Key audit matter	How the matter was handled in our audit

Assessment of the recoverability of the carrying amount of cash-generating unit assets

The accompanying consolidated financial statements present, as of December 31, 2025, long-term assets comprising investment properties of US$4,956 thousand (Note 10), property, plant and equipment of US$729,135 thousand (Note 11), right-of-use assets of US$12,726 thousand (Note 12) and mining concessions, exploration and development costs and other assets of US$809,731 thousand (Note 13).

These assets are allocated to the cash-generating unit (CGU) as described in Notes 2.13 and 13 to the accompanying consolidated financial statements.

The Group performs impairment testing of the aforementioned assets by CGU, in accordance with the methodology and key assumptions disclosed in Notes 2.13 and 13 and determines the recoverable amount of the carrying amount of these assets based on the present value of future cash flows generated by them.

The main assumptions used by the Group in the impairment assessment correspond to (i) mineral prices, (ii) proven and probable reserves, (iii) ore grades and (iv) discount rate.

As a result of this analysis as of December 31, 2025, the Group determined a reversal of impairment provision of US$140,399 thousand, which is presented in the consolidated statement of income under the item reversal of impairment provision of long-term assets.

We considered this estimate to be a key audit matter due to:

a) Estimate calculation model - the use of spreadsheets with data from different sources and mathematical formulas that may be subject to material misstatements;

Our audit procedures related to this matter included, among others, the following:

- We obtained an understanding of the methodology applied by the Group to assess the recoverability of CGU assets, through interviews with Management and operational areas.
- With the assistance of our specialist, we assessed the methodology applied, the formulas used, the mathematical accuracy of the models, and the reasonableness of significant assumptions, including ore grades, reserves, mineral prices, discount rate, and projected cash flows.
- We verified that the time horizon used in the models is consistent with the estimated life of the mines and operational assets.
- We assessed the competence, capability, objectivity, and nature of the work of the Group's specialist on whom Management relied to prepare the estimate.
- We compared the recoverable amount calculated by the Company with the carrying amount of the CGU to assess whether an impairment or reversal of impairment exists. In addition, we assessed the reasonableness of the sensitivity calculations performed by Management.
- We assessed the adequacy of the disclosures included in the notes to the consolidated financial statements related to this matter.

Key audit matter	How the matter was handled in our audit
b) Inputs used - mineral prices, reserves and ore grades, are inputs considered by Management in the preparation of projected cash flows; c) Discount rate - annual changes in the determination of the discount rate using macroeconomic data incorporated into the calculation model; and d) Projected cash flows - consistent with historical information, projections and macroeconomic assumptions used in the evaluation of the CGU. In addition, the audit effort involves the use of experts with specialized skills and knowledge to evaluate Management's model and assumptions.	

Other matter

The consolidated financial statements of **Volcan Compañía Minera S.A.A and subsidiaries** for the year ended December 31, 2024, were audited by another independent auditors who, in their opinion dated February 21, 2025, expressed an unqualified opinion.

Other information

Management is responsible for the other information. The other information comprises the annual report required by the Peruvian Superintendency of the Securities Market ("Superintendencia del Mercado de Valores" - SMV), which is not part of the consolidated financial statements or our auditor's report, which we expect to have available after the date of this audit report.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance or conclusion on that other information.

Regarding our audit of the consolidated financial statements, our responsibility is to read the other information indicated above and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit, or if it appears that there is a material misstatement in the other information for some other reason.

If upon reviewing the annual report, we determine that it contains a material misstatement, we are obliged to report this matter to the Group's Corporate Governance representatives.

Responsibilities of Management and those charged with Corporate Governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with IFRS issued by the IASB, and for such internal control as management determines is necessary to enable the preparation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to the going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with Corporate Governance of the Group are responsible for overseeing the Group's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISA, approved for its application in Peru, will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, approved for its application in Peru, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Group as a basis for forming an opinion on the consolidated financial statements. We were responsible for the direction, supervision and review of the audit work performed, for purposes of the Group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with Corporate Governance of the Group regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provided those charged with Corporate Governance of the Group with a statement that we have complied with applicable ethical requirements regarding independence. Furthermore, we have communicated any relationships or matters that may reasonably be thought to bear on our independence, and where applicable, the measures taken to eliminate the threats or safeguards applied.

From the matters communicated with those charged with Corporate Governance of the Group, we identified those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We have described these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Lima, Peru

February 27, 2026

Countersigned by

Signed by:

1602BA5B612F476.....(partner)
Pablo Saravia Magne
Peruvian Public Accountant
Registration No.24367

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

Independent Auditors' Report

Consolidated Financial Statements
For the Year Ended
December 31, 2024

31/12/2024
Deloitte
VOLCAN COMPAÑIA MINERA SAA

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INDEPENDENT AUDITOR'S REPORT

To the Shareholders and Directors of
Volcan Compañía Minera S.A.A. and Subsidiaries

Opinion on the consolidated financial statements

We have audited the accompanying consolidated financial statements of **Volcan Compañía Minera S.A.A. and Subsidiaries** (hereinafter, "the Group"), which comprise the consolidated statements of financial position as of December 31, 2024, and the consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Group as of December 31, 2024, and its financial performance and its cash flows for the year then ended, in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs) approved by the Junta de Decanos de los Colegios de Contadores Públicos del Perú (Board of Deans of the Peruvian Professional Associations of Certified Public Accountants). Our responsibilities under those standards are further described in the Auditor's Responsibilities section in connection with the audit of the consolidated financial statements. We are independent of the Group in accordance with the International Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants*, approved by the Peruvian Professional Associations of Certified Public Accountants (IESBA Code-Peru), together with the ethical requirements relevant for our audit of the financial statements in Peru, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code-Peru. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other information

Management is responsible for the other information. The other information comprises the information included in the report but does not include the consolidated financial statements and our auditor's report thereon. We expect to have the other information after the date of this audit report.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements, or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. When we read the other information, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance of the Company.

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31/12/2024
Deloitte
VOLCAN COMPAÑIA MINERA SAA

Responsibilities of management and those charged with governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and for such internal control as management determines is necessary to enable the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's consolidated financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than a material misstatement resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

31/12/2024
Deloitte
VOLCAN COMPAÑIA MINERA SAA

- Evaluate the overall presentation, structure, and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient and appropriate audit evidence regarding the financial information of the companies or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision, and performance of the Group's audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance of the Group regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during the audit.

We also provide those charged with governance of the Group with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Velásquez, Dali y Asociados S. Civil de R.L.

Countersigned by:



_____ (Partner)
Beatriz Quispe Soto
CPC Registration No. 29474

February 21, 2025 (June 15, 2026 as to Note 1(g))

31/12/2024
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(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

	Note	As of December 31, 2025 US$000	2024 US$000	
ASSETS				**LIABILITIES AND EQUITY**
Current assets				**Current liabilities**
Cash and cash equivalents	4	334,671	155,834	Financial obligations
Trade receivables (net)	5	25,738	33,477	Lease liabilities
Derivative financial instruments	33	-	948	Trade payables
Other receivables (net)	6	32,145	28,984	Derivative financial instruments
Income tax assets	7	41,875	28,944	Other payables
Income tax		8,677	9,496	Taxes payable
Inventories (net)	8	47,451	38,070	Deferred income
Total current assets		490,557	295,753	**Total current liabilities**
Non-current assets				**Non-current liabilities**
Other receivables	6	46,237	31,834	Financial obligations
Inventories (net)	8	-	5,180	Lease liabilities
Financial investments	9	106,902	153,047	Provisions
Investment properties (net)	10	4,956	5,008	Deferred income tax
Property, plant and equipment (net)	11	729,135	678,113	Deferred income
Right-of-use assets (net)	12	12,726	15,663	**Total non-current liabilities**
Mining concessions, exploration and development costs and other assets (net)	13	809,731	656,228	**Total liabilities**
Total non-current assets		1,709,687	1,545,073	**Equity**
				Share capital
				Excess paid on acquisition of treasury shares
				Treasury shares
				Legal reserve
				Other accumulated comprehensive income
				Retained earnings
				Total equity
TOTAL ASSETS		2,200,244	1,840,826	**TOTAL LIABILITIES AND EQUITY**

The notes from page 11 to 105 are part of these consolidated financial statements.

(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF INCOME

	Note	For the years ended December 31, 2025	2024
		US$000	US$000
Net sales	21	1,180,687	960,521
Cost of sales	22	(737,401)	(699,588)
Gross profit		443,286	260,933
Administrative expenses	23	(92,978)	(62,477)
Selling expenses	24	(35,278)	(29,081)
Other income	25	34,850	145,115
Other expenses	26	(87,111)	(115,680)
Reversal of impairment of long-lived assets	27	140,399	91,700
Operating profit		403,168	290,510
Financial income	28	4,525	4,318
Financial expenses	29	(127,038)	(79,206)
Exchange difference, net		2,134	570
Profit before income tax		282,789	216,192
Income tax	30(a)	(77,368)	(79,059)
Net profit for the year		205,421	137,133
Basic and diluted earnings per share	31	0.053	0.036

The notes from page 11 to 105 are part of these consolidated financial statements.

(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF OTHER COMPREHENSIVE INCOME

	Note	For the years ended December 31, 2025 US$000	2024 US$000
Net profit for the year		205,421	137,133
OTHER COMPREHENSIVE INCOME:			
Items that will not be reclassified to profit or loss:			
Unrealized gain (loss) on investments in equity instruments	9 (c)	(49,354)	83,785
Deferred income tax		14,559	(24,717)
Total other comprehensive income that can not be subsequently reclassified to profit or loss		(34,795)	59,068
Items that can be subsequently reclassified to profit or loss:			
Unrealized gain (loss) on derivative financial instruments	32 (a)	(127,451)	774
Deferred income tax		37,598	(228)
Total other comprehensive income that can be subsequently reclassified to profit or loss		(89,853)	546
Total comprehensive income, net of income tax		80,773	196,747

The notes from page 11 to 105 are part of these consolidated financial statements.

(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	Issued share capital	Excess paid on acquisition of treasury shares	Treasury shares	Legal reserve	Oth acc com inco
	US$000 Note 19 (a)	US$000 Note 19 (b)	US$000 Note 19 (b)	US$000 Note 19 (b)	US$ Note
Balances as of January 1, 2024	906,680	(173,234)	(60,934)	-	
Comprehensive income					
Net profit for the year	-	-	-	-	
Other comprehensive income for the year	-	-	-	-	
Total comprehensive income for the year	-	-	-	-	
Capital reduction	(132,386)	-	-	-	
Other changes in equity	-	10,949	19,423	-	
Balances as of December 31, 2024	774,294	(162,285)	(41,511)	-	
Comprehensive income					
Net profit for the year	-	-	-	-	
Other comprehensive income for the year	-	-	-	-	
Total comprehensive income for the year	-	-	-	-	
Capital reduction					
Legal reserve	-	-	-	12,009	
Balances as of December 31, 2025	774,294	(162,285)	(41,511)	12,009	

The notes from page 11 to 105 are part of these consolidated financial statements.

(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

	For the years ended December 31,	
	2025	**2024**
	US$000	**US$000**
OPERATING ACTIVITIES		
Collections corresponding to:		
Sales	1,333,237	1,061,959
Refund of tax credit balance related to tax benefits	49,048	43,692
Payments corresponding to:		
Suppliers and others	(785,164)	(682,745)
Employees	(141,757)	(107,346)
Income tax	(20,443)	(2,774)
Royalties	(23,032)	(13,276)
Net hedging financial instruments	(14,646)	-
Other collections	7,433	-
Cash and cash equivalents provided by operating activities	404,676	299,510
INVESTING ACTIVITIES		
Collections corresponding to:		
Sale of shares in energy company	-	74,148
Payments corresponding to:		
Purchase of property, plant and equipment	(148,049)	(73,027)
Increased costs of exploration and development and other assets	(94,634)	(74,857)
Shares of Cementos Polpaico	(5,000)	-
Net cash and cash equivalents used in investing activities	(247,683)	(73,736)
FINANCING ACTIVITIES		
Collections corresponding to:		
Proceeds from borrowings from third parties	750,000	55,000
Payments corresponding to:		
Overdrafts and other financial liabilities	-	(1,046)
Transaction costs paid	(34,323)	(20,753)
Interest on borrowings	(70,929)	(60,411)
Interest on lease liabilities	(795)	(1,446)
Principal repayments of borrowings	(615,324)	(83,981)
Amortization of lease liabilities	(11,346)	(18,945)
Net cash and cash equivalents provided by (used in) financing activities	17,283	(131,582)
NET INCREASE IN CASH AND CASH EQUIVALENTS	174,276	94,192
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE YEAR	155,834	61,642
Cash equivalent movements	4,561	-
CASH AND CASH EQUIVALENTS AT THE END OF THE YEAR	334,671	155,834

The notes from page 11 to 105 are part of these consolidated financial statements.

(Free translation from the original in Spanish)

VOLCAN COMPAÑÍA MINERA S.A.A. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

1 BACKGROUND AND ECONOMIC ACTIVITY, APPROVAL OF CONSOLIDATED FINANCIAL STATEMENTS, SUBSIDIARIES AND OTHER CONTRACTUAL MATTERS

(a) Background

Volcan Compañía Minera S.A.A. (hereinafter the "Company") is a subsidiary of Transition Metals AG, which in turn is a subsidiary of Integra Capital Business S.A., an entity domiciled in Panama, which holds 63.00% of Class A voting common shares outstanding and 27.40% economic interest excluding treasury shares.

On May 8, 2024, Glencore AG (the Company's former controlling shareholder), which in turn is a subsidiary of Glencore PLC, carried out an over-the-counter transfer of its shares to Transition Metals AG.

The Company was incorporated in Lima, Peru on February 1, 1998.

The total number of Class A voting shares and Class B non-voting shares that make up the Company's share capital are listed on the Lima Stock Exchange.

The legal address, as well as the administrative offices of the Company and its Subsidiaries, is located at Av. Manuel Olguín No. 375, Santiago de Surco, Lima.

(b) Economic activity

The Company's main economic activity comprises the exploration and exploitation of mining claims and the extraction, concentration, processing, and commercialization of polymetallic minerals. The economic activities of the Subsidiaries are described in section (d).

The Company and its mining subsidiaries operate Yauli, Animón, Alpamarca, and Cerro mining units, located in the departments of Cerro de Pasco, Junín, and Lima. The Tingo subsidiary, engaged in electricity generation, holds authorizations and concessions for self-consumption in its Animón mining operations.

(c) Approval of consolidated financial statements

The consolidated financial statements as of December 31, 2025, were approved by the Company's Management on February 16, 2026, and will be submitted for approval by the Board of Directors and the Shareholders. General Management considers that the consolidated financial statements will be approved by the Annual General Shareholders' Meeting without amendments. The consolidated financial statements as of December 31, 2024, were approved by the Annual General Shareholders' Meeting held on March 27, 2025.

(d) Subsidiaries

The subsidiaries included in the preparation of the accompanying consolidated financial statements are detailed below:

Consolidated subsidiaries and economic activity	Direct and indirect ownership interest 2025 %	2024 %	Domicile
Mining exploration and exploitation:			
Compañía Minera Chungar S.A.C.	100.00	100.00	Peru
Empresa Administradora Cerro S.A.C.	100.00	100.00	Peru
Empresa Explotadora de Vinchos Ltda. S.A.C.	100.00	100.00	Peru
Minera Aurífera Toruna S.A.C. (1)	80.00	80.00	Peru
Electricity generation:			
Compañía Hidroeléctrica Tingo S.A. (2)	100.00	100.00	Peru
Hidroeléctrica Huanchor S.A. (3)	-	-	Peru
Empresa de Generación Eléctrica Río Baños S.A.C. (4)	-	-	Peru
Investments in general:			
Empresa Minera Paragsha S.A.C.	100.00	100.00	Peru
Roquel Global S.A.C.	100.00	100.00	Peru
Compañía Industrial Limitada de Huacho S.A.	96.41	96.41	Peru

(1) Subsidiary of Empresa Minera Paragsha S.A.C. and indirect subsidiary of the Company.
(2) Subsidiary of Compañía Minera Chungar S.A.C. and indirect subsidiary of the Company.
(3) Hidroeléctrica Huanchor S.A. subsidiary was sold on October 11, 2024.
(4) Empresa de Generación Eléctrica Río Baños S.A.C. subsidiary was sold on May 31, 2024.

A description of the economic activities of each subsidiary is presented below:

(d.1) Mining exploration and exploitation

Compañía Minera Chungar S.A.C.

The Company operates two mining units, Animón, located in the province of Pasco in the department of Cerro de Pasco, and Alpamarca, located in the province of Yauli in the department of Junín. It is engaged in the exploration, development, and exploitation of mining deposits, mainly containing zinc, copper, and lead. The Company holds 244 mining concessions with an indefinite term. Relevant obligations and commitments related to these concessions are disclosed in Note 35. Based on the estimated reserves and resources, the Company's Management has determined the mine’s useful life until 2047.

Likewise, the Subsidiary owns 10 hydroelectric power plants, 9 located in Huaral and 1 in Cerro de Pasco, of which 6 have a concession (4 indefinite and 2 defined), while 4 do not require a concession or permit as they are hydroelectric power plants with generation capacity of less than 500KW as indicated by the Electricity Concessions Law.

Empresa Administradora Cerro S.A.C.

It is located in the province of Pasco, in the department of Cerro de Pasco, and is engaged in the exploration, development and exploitation of mineral deposits, primarily containing zinc and lead. Currently, the Subsidiary processes stockpiles at its Cerro mining unit, as its mining operations are suspended. The subsidiary holds 10 mining concessions with an indefinite term, and the relevant obligations and commitments associated with these concessions are disclosed in Note 35. Based on estimates of reserves and resources, the Company's Management has determined a mine life until 2030.

Likewise, at the General Shareholders' Meeting held on September 29, 2023, the merger by absorption of Óxidos de Pasco S.A.C. was approved, entering into force on October 1, 2023 and carried out at its carrying amount. As a result of the merger with Óxidos de Pasco S.A.C., the Company is engaged in the processing of oxidized minerals at the leaching plant. The subsidiary holds a processing concession with an indefinite term. Based on estimates of reserves and resources, the Company's Management has determined a mine life until 2034.

Empresa Explotadora de Vinchos Ltda. S.A.C.

It is located in the province of Daniel Alcides Carrión, in the department of Cerro de Pasco, and was established for the exploration, development and exploitation of mineral deposits. Its main activity is the exploration of its mining concessions, financed by the Company and its subsidiaries. No activities were carried out during 2025 and 2024.

Company's Management is currently reassessing the potential of these projects, including the possibility of a simple reorganization aimed at generating synergies for the development of its projects. The subsidiary holds 29 mining concessions with an indefinite term, and the relevant obligations and commitments associated with these concessions are disclosed in Note 35.

Minera Aurífera Toruna S.A.C.

Its concessions are located in the districts of Ulcumayo and Paucartambo, in the departments of Junín and Cerro de Pasco, respectively, and was established for the exploration, development and exploitation of mineral deposits. Its main activity is the exploration of its mining concessions, financed by the Company and its subsidiaries. No activities were carried out during 2025 and 2024.

Company's Management is currently reassessing the potential of these projects, including the possibility of a simple reorganization aimed at generating synergies for the development of its projects. The subsidiary holds 7 mining concessions with an indefinite term, and the relevant obligations and commitments associated with these concessions are disclosed in Note 35.

(d.2) Electricity generation

Compañía Hidroeléctrica Tingo S.A.

The Company is engaged in the operation and maintenance of power generation plants and electricity transmission systems. It operates the Tingo Hydroelectric Power Plant, with a capacity of 1.25 MW and 82 km of transmission lines at 22.9 and 50 KV, located in the province of Huaral, department of Lima. The subsidiary holds an electricity concession with an indefinite term.

Hidroeléctrica Huanchor S.A.C.

The Company was primarily engaged in the sale of electricity through the operation and maintenance of power generation plants and electricity transmission systems. For this purpose, it operated the Huanchor hydroelectric power plant, with a capacity of 19.768 MW and the Tamboraque mini-hydroelectric power plant, with a capacity of 1.3 MW, both located in the district of San Mateo, province of Huarochirí, Lima. The subsidiary held a permanent electricity concession.

On June 14, 2024, the Company entered into a definitive agreement for the sale of Huanchor with EDF PERU S.A.C., AC Capitales Infrastructure II L.P., AC Capitales Fondo Infraestructura II. and AC Capitales Fondo Infraestructura II GP.

On October 11, 2024, the sale of Hidroeléctrica Huanchor S.A.C. was completed for US$49,179, generating a gain of US$9,394.

Empresa de Generación Eléctrica Rio Baños S.A.C.

The Company was primarily engaged in the sale of electricity through the operation and maintenance of the Rucuy hydroelectric power plant, with a capacity of 20.27 MW, located in the district of Pacaraos, province of Huaral, department of Lima. The subsidiary held a definitive electricity concession.

On May 31, 2024, the Company sold to this subsidiary for US$31,675 to Sindicato Energético S.A. generating a gain of US$1,675.

(d.3) Investments in general

Empresa Minera Paragsha S.A.C.

The Company was incorporated for the exploration, exploitation, transfer and usufruct of mining rights; however, since 2006 its main activity has been the purchase and sale of investments in equity instruments, holding shares of the Company and Cementos Polpaico S.A. (Note 9). The subsidiary holds 47 mining concessions, of which 30 concessions have an indefinite term. The subsidiary is located in the district of Surco, Lima.

Roquel Global S.A.C.

The Company is engaged in real estate development in order to carry out port and logistics activities related to the Port of Chancay. During 2019, it completed municipal procedures for the adjudication of the acquired land (regularization phase), which remains ongoing. The Industrial Logistics Complex Project is still in the process of finding a strategic partner and is in an initial stage. The subsidiary is located in the district of Surco, Lima.

Compañía Industrial Limitada de Huacho S.A.

The Company is engaged in real estate activities, and its main properties are located in the district of Jesús María, province of Lima.

(d.4) Non-consolidated entities

The Company prepares its consolidated financial statements by incorporating the balances and transactions of those entities over which it exercises control, regardless of the level of shareholding, except for certain subsidiaries that are in the process of liquidation. Management considers that the financial statements of the non-consolidated entities do not present relevant amounts (total assets of less than US$50) for the consolidated financial statements that could have an impact on the economic decisions of users.

(d.5) Financial information of the subsidiaries

As of December 31, 2025, the financial statements of the direct and indirect subsidiaries (unaudited) that are consolidated, are summarized below:

	Assets	Liabilities	Equity	Net profit (loss)
	US$000	US$000	US$000	US$000
Compañía Minera Chungar S.A.C.	686,589	466,089	220,500	(32,770)
Empresa Administradora Cerro S.A.C.	564,619	177,166	387,453	138,085
Empresa Explotadora de Vinchos Ltda. S.A.C.	1,066	14,062	(12,996)	(2,870)
Minera Aurífera Toruna S.A.C. (1)	13	4,617	(4,603)	(519)
Compañía Hidroeléctrica Tingo S.A. (2)	28,132	10,540	17,591	(1,009)
Empresa Minera Paragsha S.A.C.	182,760	103,324	79,436	(17,986)
Roquel Global S.A.C.	18,929	4,319	14,610	(445)
Compañía Industrial Limitada de Huacho S.A.	8,509	808	7,700	660
Non-consolidated entities	149	-	149	-
	1,490,766	780,925	709,840	83,146

As of December 31, 2024, the financial statements of the direct and indirect subsidiaries (unaudited) are summarized below:

	Assets	Liabilities	Equity	Net profit (loss)
	US$000	US$000	US$000	US$000
Compañía Minera Chungar S.A.C.	636,092	494,388	141,704	(37,613)
Empresa Administradora Cerro S.A.C.	428,646	179,278	249,368	40,106
Empresa Explotadora de Vinchos Ltda. S.A.C.	1,040	11,166	(10,126)	14,624
Minera Aurífera Toruna S.A.C. (1)	3	4,087	(4,084)	(135)
Compañía Hidroeléctrica Tingo S.A. (2)	21,848	3,248	18,600	234
Empresa Minera Paragsha S.A.C.	178,880	81,336	97,544	(9,537)
Roquel Global S.A.C.	18,734	3,679	15,055	(800)
Compañía Industrial Limitada de Huacho S.A.	7,378	307	7,071	399
Non-consolidated entities	34	-	34	-
	1,292,655	777,489	515,166	7,278

(1) Subsidiary of Empresa Minera Paragsha S.A.C. and indirect subsidiary of the Company.
(2) Subsidiary of Compañía Minera Chungar S.A.C. and indirect subsidiary of the Company.

(d.6) Sale of interests in subsidiaries

During 2024, the Company disposed of its equity interests in two subsidiaries belonging to the Energy operating segment:

- Empresa de Generación Eléctrica Rio Baños S.A.C. (Note 1 (d.2))
- Hidroeléctrica Huanchor S.A.C. (Note 1 (d.2))

The sale of these shares resulted in the loss of control over the subsidiaries, on the respective dates when these transactions were completed (October 11, 2024 and May 31, 2024, respectively). In accordance with the policy described in Note 2.24., these transactions generated an impact on the results for the 2024 period, resulting in a gain amounting to US$20,890.

The implications of this transaction in the consolidated financial statements are summarized below:

(i) The result of the transaction is composed of:

	Empresa de Generación Eléctrica Río Baños	Hidroeléctrica Huanchor	Total
	US$000	US$000	US$000
Gain on sale of shares (Note 25)	31,675	59,000	90,675
Net cost of disposal (Note 26)	(30,000)	(39,785)	(69,785)
Total	1,675	19,215	20,890

As part of these transactions, there are still outstanding receivable balances, which are managed through an escrow account, and whose balances are presented as part of the other receivables (Note 6) and are distributed as follows:

- US$ 1,731 for the sale of Empresa de Generación Eléctrica Rio Baños S.A.C.
- US$ 1,600 for the sale of Hidroeléctrica Huanchor S.A.C.

(ii) The equity of the subsidiaries disposed of was composed of:

	Empresa de Generación Eléctrica Río Baños	Hidroeléctrica Huanchor	Total
	US$000	US$000	US$000
Total assets	44,588	21,053	65,641
Total liabilities	12,408	2,348	14,756
Total equity	32,180	18,705	50,885

The transferred block of assets mainly comprised financial assets (trade receivables and other receivables) and non-financial assets (inventories, property, plant and equipment and deferred tax assets). In addition, it included financial liabilities in a smaller amount (mainly trade payables), as well as the related deferred tax liabilities.

(e) Financial investment in a related party - Inversiones Portuarias Chancay S.A.A. (Note 9)

The Company was registered in the Lima Registry Office of the Peruvian public records regulator ("Superintendencia Nacional de Registros Públicos" - SUNARP) on October 3, 2023. In accordance with the resolution adopted at the Company's General Shareholders' Meeting on August 24, 2023, the entity was incorporated to acquire, develop, and negotiate interests or ownership rights in companies engaged in port and logistics activities of any nature, as well as related services.

At the General Shareholders' Meeting of Volcan Compañía Minera S.A.A. held on August 24, 2023, and at the General Shareholders' Meeting of Inversiones Portuarias Chancay S.A.A. held on October 25, 2023, the spin-off of an equity block representing 40% of the shares of Cosco Shipping Ports Chancay Perú S.A. owned by Volcan Compañía Minera S.A.A. was approved and transferred to Inversiones Portuarias Chancay S.A.A.

The effective date of the spin-off was March 4, 2024, and the net carrying amount of the transferred equity block as of that date amounted to S/443,328 (equivalent to US$132,386) composed of share capital of S/407,656 and additional capital of S/35,672.

As a result of the spin-off of the equity block, the Board of Directors approved an amendment to the Company's bylaws, which provide as follows: the subscribed and paid-in capital of Inversiones Portuarias Chancay S.A.A. amounts to S/407,656 represented by 1,633,414,553 Class "A" common shares and 2,443,157,622 Class "B" common shares, each with a par value of S/0.10.

Under the spin-off agreement, the Company's shareholders also became shareholders of Inversiones Portuarias Chancay S.A.A.; therefore, it is not a subsidiary but rather a related party.

The Company holds investments in Inversiones Portuarias Chancay S.A.A. through its subsidiaries amounting to US$66,403 as of December 31, 2025 (US$124,449 as of December 31, 2024), measured at fair value through other comprehensive income (Note 9).

(f) Other contractual matters

(f.1) Investment Subscription Agreement between Volcan Compañía Minera S.A.A. and Cosco Shipping Ports Limited

On January 23, 2019, the Company entered into an agreement with the company of the People's Republic of China, Cosco Shipping Ports Limited (CSPL) and its subsidiary Cosco Shipping (Chancay) Ports Limited (CSPL SPV), with the participation of Terminales Portuarios Chancay S.A. (currently Cosco Shipping Ports Chancay Perú S.A.) (CSPL), which was a subsidiary of the Company until May 13, 2019, consisting of an Investment Subscription Agreement and a shareholders' agreement. Under these agreements, CSPL, through its subsidiary CSPL SPV, acquired shareholder status in Cosco Shipping Ports Chancay Perú S.A. with a 60% interest in the shares representing the share capital for an amount of US$225,000.

On May 13, 2019, the strategic partner was incorporated with a 60% ownership interest in the shares representing CSPL's capital through a capital increase. As a result of this reorganization, the Company retained 40% of the shares representing the share capital of Cosco Shipping Ports Chancay Perú S.A., which from that date changed from being a subsidiary to an associate of the Company. Currently, this interest is held by Inversiones Portuarias Chancay S.A.A. (Note 1 (e)).

The closing of the transaction was mainly subject to the approval of the Modification of the Environmental Impact Study (MEIA by its acronym in Spanish), which was obtained on December 22, 2020. On that date, through Directorate Resolution No. 00158-2020 the “National Environmental Certification Service for Sustainable Investments" (“Servicio Nacional de Certificación Ambiental para las Inversiones Sostenibles” - SENACE) approved the Modification of the Detailed Environmental Impact Study (MEIA-d) for the Chancay Multipurpose Port Terminal Expansion Project - Operational Zone, Stage 1. Upon the approval of the MEIA, CSPL SPV paid the agreed capital contributions during the first half of 2021.

The infrastructure project is located 50 km north of the Port of Callao. It consists of a multipurpose port terminal that will include two specialized terminals: (i) a container terminal that will include 11 docks for this type of cargo and (ii) a bulk, general cargo and rolling cargo terminal that will have four docks. In the first stage, an area of 141 hectares was developed with an investment of US$1,300,000.

On March 24, 2023, at the Board of Directors Meeting of Volcan Compañía Minera S.A.A., in its capacity as 40% shareholder of Cosco Shipping Ports Chancay Peru S.A., the Company approved financing granted by financial institutions for U$975,000 for the development of the Chancay Multipurpose Port Project.

The guarantees will be covered by the assets of Cosco Shipping Ports Chancay Peru S.A.

The project represents a major infrastructure development and an important opportunity for economic growth for the country, as it will be part of China's new connectivity network with the rest of the world through maritime and land corridors, which began commercial operations in 2025.

(f.2) Bond financing

“4.375% Senior Notes Due 2026”

On February 11, 2021, the Company and its subsidiaries issued "4.375% Senior Notes Due 2026" for a total amount of US$475,000, which were fully placed in the international market under Rule 144A and Regulation S of the U.S. Securities Act. The bonds were listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market of that exchange.

These instruments have a 5-year term, maturing on February 11, 2026 and bear interest at an annual rate of 4.375%, payable semiannually starting August 11, 2021. They do not include financial maintenance covenants, but they contain certain limitations described in Note 14 (b)(i).

On June 21, 2022, a partial repurchase of these issued instruments was carried out for an amount of up to US$110,000 using available cash.

“8.75% Senior Secured Notes Due 2030”

On September 10, 2024, the Company and its subsidiaries carried out a private exchange offer addressed to the holders of the "4.375% Senior Notes Due 2026", through which new notes denominated "8.750% Senior Secured Notes Due 2030" were issued. These notes mature in January 2030 and bear interest at an annual rate of 8.750%, payable semi-annually.

Within the framework of this transaction, valid offers and consents were received for US$297,014, equivalent to approximately 87.90% of the outstanding principal amount of the "4.375% Senior Notes Due 2026". The Company and its subsidiaries accepted all of these offers and issued new instruments totaling US$299,872, including a 1% fee as consideration for the exchanged instruments, thereby executing a second addendum to the existing "Indenture".

On October 28, 2025, a partial repurchase of these issued instruments was carried out, as described below.

“8.50% Senior Secured Notes Due 2032”

On October 28, 2025, the Company and its subsidiaries conducted a new private exchange offer addressed to the holders of the "8.750% Senior Secured Notes Due 2030" ("Existing Notes"), through which the "8.50% Senior Secured Notes Due 2032" ("New Notes") were issued. The New Notes mature in October 2032 and bear interest at an annual rate of 8.50%, payable semi-annually.

As a result of the process, valid offers and consents were received for US$263,583, equivalent to approximately 81.37% of the outstanding principal amount of the Existing Notes. The Company and its subsidiaries accepted all such offers and issued a total of US$750,000 in New Notes, executing a third addendum to the corresponding "Indenture".

These funds allowed the partial prepayment of the Existing Notes for US$263,583 (Note 14 (c)(i)) and the full repayment of the syndicated loan (Note 14 (b) (ii)). The remaining cash flows will be used to repay the "4.375% Senior Notes Due 2026" at maturity, settle the remaining obligations related to the Existing Notes and ensure, under any scenario, the completion of the Romina Project within the planned timeframe.

In the opinion of Management, neither the Company nor its subsidiaries has experienced any event of default arising from the bond issuance agreements.

The outstanding balances are presented in Note 14 - Financial obligations, and their effects on profit or loss are disclosed in Note 29 - Financial expenses.

(f.3) Administration and Guarantee Trust Agreement with Banco Internacional del Perú S.A.A., hereinafter “Interbank”

On August 5, 2013, the agreement was entered into between "Interbank" (trustee) and Volcan Compañía Minera S.A.A. (trustor). Under this agreement, a trust estate for administration and guarantee purposes was established, whereby the Company transfers in trust to Interbank the administration of all cash flows credited to its collection accounts, which are held at various financial institutions. The commitments arising from this trust agreement have been complied with and ensure the availability of cash flows to meet the obligations of the Company and the subsidiaries involved.

(g) Reissuance of Financial Statements

During 2025, Management identified certain immaterial misstatements and reclassifications related to 2024 period:

Correction of Immaterial misstatements

It was determined that 2024 figures required correction for:

(i) Incorrect classification as Property, Plant and Equipment of one property for US$5,008 that complies with the definition of Investment Property in accordance to IAS 40 Investment Properties.

(ii) Incorrect classification as Legal Reserve for US$10,492 in the consolidated financial statements, of the legal reserve of certain subsidiaries.

(iii) Incorrect classification as financing activities of proceeds of US$74,148 from the sale of subsidiaries, which, according to IAS 7 Statement of Cash Flows, correspond to investing activities.

Although these misstatements are individually immaterial to the 2024 consolidated financial statements, the Company decided to correct and reissue the 2024 figures to improve comparability with the 2025 consolidated financial statements, in accordance with IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors.

The effect of the corrected errors as of December 31, 2024:

	2024
	US$000
Consolidated statement of financial position	
(i) From Property, plant and equipment (net) to	(5,008)
Investment properties (net)	5,008
(ii) From Legal reserve to	(10,492)
Retained earnings	10,492
Consolidated statement of cash flow	
(iii) From Financing activities to	(74,148)
Investing activities	74,148
(iv) From Financing activities to	(1,045)
Operating activities	1,045

The correction does not affect the accumulated losses or net cash flow for 2024. It relates solely to reclassifications between items in the consolidated statement of financial position and the consolidated statement of cash flows.

Reclassification for presentation

To improve presentation and comparability, the Company presented certain items separately in the consolidated statement of financial position that were presented in 2024 within "Financial Obligations," "Other Receivables," and "Other Payables." This reclassification was applied to the 2024 figures to improve comparability with the 2025 consolidated financial statements, in accordance with IAS 1 Presentation of Financial Statements. It is not a correction of error and does not affect total assets, liabilities, equity, or results for 2024.

	2024 US$000
Consolidated statement of financial position	
(i) From Other Receivables (net) to	(38,440)
Income tax asset	28,944
Income tax	9,496
(ii) From Other payables to	(22,827)
Taxes payable	22,827
(iii) From Financial obligations to	(16,990)
Lease liabilities	16,990
Consolidated statements of profit or loss	
(iv) From Administrative expenses to	(398)
Other expenses	398
(v) From Financial income to	(570)
Exchange difference, net	570

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to the years presented, unless otherwise stated:

2.1 Basis of preparation -

The consolidated financial statements of the Company and its subsidiaries have been prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB), effective as of December 31, 2025 and 2024. Furthermore, the Company has prepared these financial statements in compliance with the Financial Information Regulations of the Peruvian Superintendency of the Securities Market (“Superintendencia del Mercado de Valores” - SMV).

The information contained in these consolidated financial statements is the responsibility of the Company's Management, who expressly states that the principles and criteria required under IFRS issued by the IASB have been fully applied, in force at the end of each financial year.

The separate financial statements have arisen from the accounting records of the Company and have been prepared under the historical cost convention, except for derivative financial instruments and investments in equity not held for trading that are measured at fair value, as explained later in the accounting policies section.

The financial statements are presented in thousands of U.S. dollars (US$000).

The preparation of the consolidated financial statements in accordance with IFRS requires the use of certain critical accounting estimates. It also requires Management to exercise its judgment in the process of applying the Company’s accounting policies. Areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements,

are described in Note 3.

2.1.1 Going concern -

Management prepares its consolidated financial statements on a going concern basis, based on its judgment that there are no events or conditions that may give rise to material uncertainties regarding the ability of the Company and its subsidiaries to continue as a going concern. For this purpose, Management has prepared cash flow projections derived primarily from operating cash flows, which are expected to enable the Company to meet its obligations for at least the next twelve months. These cash flows depend on significant assumptions and judgments, such as mineral selling prices and production costs.

2.1.2 Consolidation -

The consolidated financial statements include the accounts of the Company and of those entities controlled by it (subsidiaries), except for certain subsidiaries that are in the process of liquidation and are not relevant (Note 1 (d.4)). The Company considers that it has control of an entity when it has the power to direct its financial and operating policies, to obtain benefits from its activities.

All significant transactions between companies within the consolidated group have been eliminated in consolidation.

The results of subsidiaries acquired or sold during the period are recognized in the consolidated statements of income from the effective date of acquisition or until the effective date of sale, as applicable. The total comprehensive income of such subsidiaries is attributed to the Company's shareholders and to the owners of non-controlling interests of these subsidiaries even in those cases in which these interests result in a deficit balance.

Changes in the interest in its subsidiaries that do not correspond to a loss of control are accounted for as transactions between equity accounts. The carrying amounts of the interests of the Company's shareholders and those of the owners of non-controlling interests of these subsidiaries are adjusted to reflect the changes in their respective interest. Any difference between these amounts and the fair value of the consideration paid or received is attributed directly to the equity of the Group’s shareholders.

Non-controlling interest in the Company's subsidiaries and subsidiaries is not material as of December 31, 2025 and 2024. Therefore, no additional disclosures are made in accordance with IFRS 12 for significant non-controlling interests.

2.2 New standards, amendments and interpretations -

2.2.1 New standards and amendments effective from January 1, 2025 adopted by the Group

The mandatory regulatory changes for the 2025 consolidated financial statements considered by the Group in preparing these consolidated financial statements are mainly limited to the following change:

- Amendments to IAS 21: Lack of Exchangeability

In August 2023, the IASB issued an amendment to IAS 21, to assist companies that require converting a transaction or operation of a country with which there is no exchangeability of currencies into the functional currency. A currency is considered exchangeability with another when there is the possibility of obtaining this other currency, and the transaction is carried out through a market or exchange mechanism that creates enforceable rights and obligations. Where exchangeability does not exist, the exchange rate is permitted to be estimated using either (a) an observable exchange rate without adjustment, or (b) another estimation technique.

These amendments will be effective from January 1, 2025, with early adoption permitted.

2.2.2 New standards, amendments to standards and interpretations that will be effective for the consolidated financial statements for annual periods beginning on or after January 1, 2026 and which have not been early adopted

Certain standards and amendments to standards have been published that are mandatory for 2026 or later and have not been adopted in advance by the Group. The Group's assessment of the impact these standards will have on consolidated financial statements is explained below:

- Amendments to IFRS 9 and IFRS 7 - Amendments to the Classification and Measurement of Financial Instruments

In May 2024, the IASB issued amendments to IFRS 9, Financial Instruments and IFRS 7, Financial Instruments: Disclosures to respond to recent questions arising in practice. These amendments are summarized as follows:

(a) clarify the date of recognition and derecognition of some financial assets and liabilities, with a new exception for some financial liabilities settled through an electronic cash transfer system;

(b) clarify and add further guidance for assessing whether a financial asset meets the solely payments of principal and interest (SPPI) criterion";

(c) add new disclosures for certain instruments with contractual terms that can change cash flows (such as some financial instruments with features linked to the achievement of environment, social and governance targets); and

(d) update the disclosures for equity instruments designated at fair value through other comprehensive income.

These amendments will be effective from January 1, 2026, with early adoption permitted.

- IFRS 18, Presentation and Disclosure in Financial Statements

IFRS 18 is the new standard that addresses presentation and disclosure issues in financial statements. This standard replaces IAS 1 and mainly focuses on changes in the presentation of the statement of income. In general, the main changes introduced by IFRS 18 include:

- The structure of the statement of income, incorporating new mandatory subtotals;
- The requirements for determining which presentation structure for expenses in the statement of income is most useful;
- Disclosures in the notes on certain "management-defined performance measures." In some cases, entities may be required to disclose performance indicators in the notes to the financial statements (such as EBITDA, ROA, ROE, among others), including an explanation of how they are determined and a reconciliation with the figures reported in the statement of income; and
- Criteria for aggregation and disaggregation applied to the presentation and disclosure of financial statements and their notes.

IFRS 18 will be effective from January 1, 2027. When applied, comparative information for 2026 must be presented. Early adoption is permitted.

- IFRS 19, Subsidiaries without Public Accountability: Disclosures

IFRS 19 is an optional standard applicable to certain subsidiaries that are part of a corporate group (eligible subsidiaries) and focuses on disclosure issues. When applying IFRS 19, an "eligible subsidiary" follows the general IFRS requirements, except for disclosure obligations, which are reduced under IFRS 19. These reduced disclosure requirements balance the information needs of

financial statement users while offering potential cost savings for companies preparing financial statements.
A subsidiary qualifies as eligible if:

- It has no public accountability (for example, it does not issue debt or equity instruments traded in a public market); and
- Its ultimate or any intermediate parent produces consolidated financial statements that are available for public use and comply with IFRS.

IFRS 19 will be effective from January 1, 2027. Early adoption is permitted.

- **Annual Improvements to IFRS 2024 - Volume 11**

The annual improvements are limited to changes that clarify or correct the wording of certain standards to avoid conflicts between their requirements. The 2024 amendments relate to the following standards:

- IFRS 1, First-time Adoption of International Financial Reporting Standards
- IFRS 7, Financial Instruments: Disclosures and its Implementation Guidance on IFRS 7;
- IFRS 9, Financial Instruments;
- IFRS 10, Consolidated Financial Statements; and
- IAS 7, Statement of Cash Flows.

These amendments will be effective from January 1, 2026, with early adoption permitted.

- **Amendments to IFRS 9 and IFRS 7 - Amendments to the Classification and Measurement of Financial Instruments**

In December 2024, the IASB issued specific amendments to IFRS 7 and 9 with the aim of improving the reflection in financial statements of nature-dependent electricity contracts. These amendments include:

(a) clarifying the application of the ‘own-use’ requirements;

(b) permitting hedge accounting if these contracts are used as hedging instruments; and

(c) adding new disclosure requirements to enable investors to understand the effect of these contracts on a company’s financial performance and cash flows.

These amendments will be effective from January 1, 2026, with early adoption permitted.

No other standards have been identified that are not yet in effect and that could have a significant impact on the Group in the current reporting periods.

The Group has performed a preliminary assessment of the adoption of IFRS 18 and estimates that its main impacts will relate to the presentation of the consolidated statement of income and to the new disclosures related to Management-Defined Performance Measures (MPMs). No significant effects are expected, and their adoption will not imply a disproportionate cost or effort for the Group. For the remaining new standards, Management will assess during 2026, as they become effective, the impact they may have on its consolidated financial statements.

2.3 Functional and presentation currency

The Company and each subsidiary prepare and present their financial statements in U.S. dollars, which is their functional currency. Functional currency is the currency of the primary economic environment in which an entity operates, which influences the selling prices of the goods it renders, among other factors.

Foreign currency transactions

Transactions in currencies other than its local currency are denominated in foreign currency and are recognized by using the foreign exchange rates effective at the date of transactions. At the end of each reporting period, monetary items denominated in foreign currency are translated using the exchange rates prevailing at that date.

Non-monetary items measured at fair value and denominated in foreign currency are translated using the exchange rates applicable at the date when the fair value was determined. Non-monetary items measured at historical cost in foreign currencies are translated using the exchange rates at the date of the transactions.

Exchange differences arising from monetary items are recognized in profit or loss in the period in which they arise.

2.4 Financial instruments

Financial instruments are defined as any contract that simultaneously gives rise to a financial asset in a company and a financial liability or equity instrument in another company. Financial assets and liabilities are recognized when the Group becomes part of the contractual provisions of the instruments.

Financial assets and financial liabilities are initially recognized at fair value plus or minus transaction costs directly attributable to their acquisition or issuance, except for those classified at fair value through profit or loss, which are initially recognized at fair value and whose transaction costs directly attributable to their acquisition or issuance are recognized immediately in profit or loss for the year.

2.4.1 Financial assets

Regular purchases or sales of financial assets are recognized and derecognized on a trade date basis and require delivery of assets within the timeframe established by regulation or market.

Recognized financial assets are subsequently measured in their entirety at either amortized cost or fair value, depending on the classification of the financial assets.

(a) Classification of financial assets

Debt instruments that meet the following conditions are subsequently measured at amortized cost:

- The financial asset is held within a business model whose objective is to hold financial assets to collect contractual cash flows; and
- The contractual terms of the financial asset give rise, on specific dates, to cash flows that are solely payments of principal and interest on the outstanding principal amount.

Debt instruments that meet the following conditions are subsequently measured at fair value through other comprehensive income:

- The financial asset is held within a business model whose objective is achieved by both the collection of contractual cash flows and the sale of the financial assets; and
- The contractual terms of the financial asset give rise, on specific dates, to cash flows that are solely payments of principal and interest on the outstanding principal amount.

By default, all other financial assets are subsequently measured at fair value through profit or loss.

Notwithstanding the above, the Company may make the following irrevocable designation at initial recognition of a financial asset:

- It may irrevocably elect to present subsequent changes in the fair value of an equity investment in other comprehensive income, provided certain criteria are met; and
- It may irrevocably designate a debt instrument that meets the criteria for amortized cost or fair value through other comprehensive income if doing so eliminates or significantly reduces an accounting mismatch.

(b) Amortized cost and effective interest method

The effective interest method is a method of calculating the amortized cost of a debt instrument and to allocate interest income over the relevant period.

For financial instruments that are not purchased or originated credit-impaired financial assets, the effective interest rate is the rate that exactly discounts the estimated future cash receipts (including all fees and points paid or received that are part of the effective interest rate, transaction costs, and other premiums or discounts) excluding expected credit losses, over the expected life of the debt instrument or, where appropriate, a shorter period, to the gross carrying amount of the debt instrument at initial recognition. For purchased or originated credit-impaired financial assets, a credit-adjusted effective interest rate is calculated by discounting estimated future cash flows, including expected credit losses, to the amortized cost of the debt instrument at initial recognition.

The amortized cost of a financial asset is the amount at which the financial asset is measured at initial recognition less principal repayments, plus the amortization accrued using the effective interest method of any difference between that initial amount and the maturity amount, adjusted for any provisions for losses. On the other hand, the gross carrying amount of a financial asset is the amortized cost of a financial asset before adjusting for any provisions for losses.

Interest income is recognized using the effective interest method for debt instruments subsequently measured at amortized cost and at fair value recognized in other comprehensive income. For financial instruments other than purchased or originated credit-impaired financial assets, interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset, except for financial assets that subsequently become credit impairment.

For financial assets that subsequently have been impaired, interest income is recognized by applying the effective interest rate to the amortized cost of the financial asset. If, in subsequent reporting periods, the credit risk in the credit-impaired financial instrument improves so that the financial asset is no longer credit-impaired, interest income is recognized by applying the effective interest rate to the gross carrying amount of the financial asset.

For purchased or originated credit-impaired financial assets, the Company and its subsidiaries recognize interest income by applying the credit-adjusted effective interest rate to the amortized cost of the financial asset from initial recognition. The calculation does not return to the gross basis, even if the credit risk of the financial asset subsequently improves, so that the financial asset is no longer credit-impaired. Interest income is recognized in the consolidated statement of income.

(c) Investments in equity at fair value through other comprehensive income

At initial recognition, the Company may make an irrevocable election (on an instrument by instrument basis) to designate investments in equity instruments at fair value through other comprehensive income. Fair value through other comprehensive income designation is not permitted if the equity investment is held for trading or if it represents contingent consideration recognized by an acquirer in a business combination.

Investments in equity instruments at fair value through other comprehensive income are initially measured at fair value plus transaction costs.

Subsequently, they are measured at fair value with gains and losses arising from changes in fair value recognized in other accumulated comprehensive income. Accumulated gain or loss is not reclassified to profit or loss upon disposal of the equity investments, but is transferred to retained earnings.

Dividends from these equity investments are recognized in profit or loss in accordance with IFRS 9 Financial Instruments, unless the dividends clearly represent a recovery of part of the cost of the investment.

The Company has designated all equity investments that are not held for trading at fair value through other comprehensive income.

(d) Investments measured at fair value through profit or loss

All of the Company's financial assets that are not classified as measured at amortized cost or at fair value through other comprehensive income, as described above, are measured at fair value through profit or loss. This includes all financial derivatives (Note 2.4.3) and also investments held for trading (whether through units in mutual funds or managed deposits) that are characterized by high liquidity and the volatility of their returns in the market in which they are traded. In accordance with IFRS 9, these financial assets are initially recognized at fair value and subsequent changes in their value are recognized in profit or loss for the period.

(e) Impairment of financial assets

The Company and its subsidiaries recognize an impairment loss for expected credit losses on financial assets measured at amortized cost or at fair value through other comprehensive income. No impairment loss is recognized for investments in equity instruments. The amount of expected credit losses is updated at each reporting date to reflect changes in credit risk since the initial recognition of the respective financial instruments.

The Company and its subsidiaries recognize lifetime expected credit losses for trade receivables and other short-term receivables, for which the simplified approach is applied. Expected credit losses for these financial assets are estimated using a provision matrix based on the Company's and its subsidiaries' historical credit loss experience, adjusted for factors that are specific to the debtors, general economic conditions, and forecasts at the reporting date, including the time value of money when appropriate.

For all other long-term financial instruments, the Company and its subsidiaries recognize lifetime expected credit losses when there has been a significant increase in credit risk since initial recognition; for which the general approach is applied. The assessment of whether lifetime expected credit losses should be recognized is based on significant increases in the probability or risk of default since initial recognition rather than on evidence that a financial asset is credit-impaired at the reporting date or that an actual default has occurred.

Lifetime expected credit losses represent the expected credit losses resulting from all possible default events over the expected useful life of a financial instrument. In contrast, 12-month expected credit losses represent the portion of lifetime expected credit losses that result from default events that are possible within the 12 months after the reporting date.

2.4.2 Financial liabilities

Financial liabilities are classified at fair value through profit or loss or at amortized cost using the effective interest method. The Company and its subsidiaries determine the classification of financial liabilities at the time of initial recognition.

(a) Financial liabilities at fair value through profit or loss

A financial liability is classified at fair value through profit or loss when it is a financial liability held for trading or at fair value through profit or loss.

A financial liability is classified as held for trading if:

(i) it has been acquired primarily for repurchasing it in the near term; or
(ii) on initial recognition, it is part of a portfolio of financial instruments managed by the Company and its subsidiaries for which there is evidence of a recent actual pattern of short-term profits; or
(iii) it is a derivative that has not been designated and is not effective as a hedging instrument or financial guarantee.

A financial liability (that is not held for trading) may also be designated at fair value through profit or loss at initial recognition if:

(i) such designation eliminates or significantly reduces a measurement or recognition inconsistency that may arise;
(ii) financial liabilities are part of a group of financial assets or financial liabilities or both, that are managed and their performance is measured on a fair value basis, in accordance with a documented risk management or investment strategy of the Company and its subsidiaries, and information about the group is provided internally on that basis; or
(iii) it is part of a contract that contains one or more embedded derivatives, and IFRS 9 allows the entire combined contract to be designated at fair value through profit or loss.

Financial liabilities at fair value through profit or loss are measured at fair value, with any gain or loss arising from remeasurement recognized in profit or loss. Net gain or loss recognized in profit or loss includes any interest paid on financial liabilities and is included in other income and expenses.

However, for financial liabilities designated at fair value through profit or loss, the amount of change in the fair value of the financial liability that is attributable to changes in the credit risk of that liability is recognized in other comprehensive income, unless the recognition of the effects of changes in the liability's credit risk in other comprehensive income would create or increase an accounting mismatch in profit or loss. The remaining amount of the change in fair value of the liability is recognized in profit or loss. Changes in fair value attributable to credit risk of a financial liability recognized in other comprehensive income are not subsequently reclassified to profit or loss. Instead, they are transferred to retained earnings when the financial liability is derecognized.

(b) Financial liabilities subsequently measured at amortized cost

Other financial liabilities (including borrowings, loans, trade payables, and others) are subsequently measured at amortized cost using the effective interest method.

The effective interest method is a method of calculating the amortized cost of a financial liability and allocating the financial expense over the relevant period. The effective interest rate is the discount rate that exactly equals the cash flows receivable or payable (including all fees and points paid or received that are part of the effective interest rate, transaction costs, and other premiums or discounts) over the expected life of the financial liability or, where appropriate, a shorter period, at the amortized cost of a financial liability.

(c) Derecognition of financial liabilities

The Company and its subsidiaries will derecognize a financial liability when, and only when, the obligations of the Company and its subsidiaries discharge, cancel or expire. The difference between the carrying amount of the derecognized financial liability and the consideration paid and payable is recognized in the consolidated statement of income and is presented under financial expenses.

2.4.3 Derivative financial instruments

The Company and its subsidiaries enter into derivative financial instrument transactions to manage their exposure to commodity price risks.

Derivatives are initially recognized at fair value on the date the contract is entered into, and are subsequently remeasured at fair value at each reporting date. Gains or losses arising from changes in the fair value of these assets are recognized in profit or loss in the period in which they arise, unless the derivative has been designated as a hedging instrument, in which case the recognition will depend on the nature of the hedging relationship.

A derivative with a positive fair value is recognized as a financial asset, whereas a derivative with a negative fair value is recognized as a financial liability. Derivatives are not offset in the consolidated financial statements unless the Company and its subsidiaries have both the legal right and the intent to offset. A derivative is presented as a non-current asset or a non-current liability if the remaining maturity of the instrument is more than 12 months and it is not expected to be settled within 12 months. Other derivatives are presented as current assets or current liabilities.

2.4.4 Embedded derivatives

An embedded derivative is a component of a hybrid contract that also includes a non-derivative host contract, with the effect that some of the cash flows of the combined instrument vary similarly to a standalone derivative.

Embedded derivatives in hybrid contracts with a financial asset main contract within the scope of IFRS 9 are not separated. The entire hybrid contract is classified and subsequently measured as amortized cost or fair value, as appropriate.

Embedded derivatives in hybrid contracts with a main contract that is not financial assets within the scope of IFRS 9 (e.g. financial liabilities) are treated as separate derivatives when they meet the definition of a derivative, their risks and characteristics are not closely related to those of the main contract, and the main contracts are not measured at fair value through profit or loss.

If the hybrid contract is a quoted financial liability, rather than separating the embedded derivative, the Company and its subsidiaries generally designate the entire hybrid contract at fair value through profit or loss.

An embedded derivative is presented as a non-current asset or non-current liability if the remaining maturity of the hybrid instrument to which the embedded derivative relates is more than 12 months and is not expected to be realized or settled within 12 months.

2.4.5 Hedge accounting

The Company and its subsidiaries designate certain derivatives as hedging instruments with respect to foreign currency risk and interest rate risk in fair value hedges and cash flow hedges. As of December 31, 2025, the Company and its subsidiaries maintain commodity hedging transactions to secure future concentrate sales cash flows.

At the inception of the hedging relationship, the Company and its subsidiaries document the relationship between the hedging instrument and the hedged item, together with their risk management objectives and strategy for undertaking various hedging transactions. In addition, at the inception of the hedge and on an ongoing basis, the Company and its subsidiaries document whether the hedging instrument is effective in offsetting changes in the fair values or cash flows of the hedged item attributable to the hedged risk, which occurs when the hedging relationships meet all of the following hedging effectiveness requirements:

- There is an economic relationship between the hedging instrument and the hedged item;
- The effect of credit risk does not dominate the value changes that result from the economic relationship; and
- The hedging ratio of the hedging relationship is the same as that resulting from the amount of the hedged item that the Company and its subsidiaries actually hedge and the amount of the hedging instrument that the Company and its subsidiaries actually use to hedge that amount of the hedged item.

If a hedging relationship no longer meets the hedging effectiveness requirement related to the hedging relationship, but the risk management objective for that designated hedging relationship remains the same, the Company and its subsidiaries adjust the hedging ratio of the hedging relationship (i.e., rebalance the hedge) so that it meets the qualifying criteria again.

The Company and its subsidiaries designate the entire change in the fair value of a forward contract (i.e., including the forward elements) as the hedging instrument for all hedging relationships involving forward contracts.

The Company and its subsidiaries designate only the intrinsic value of option contracts as the hedging instrument, that is, excluding the time value of the option. Changes in the fair value of the aligned time value of the option are recognized in other comprehensive income and accumulated in the cost of hedging reserve. If the hedged item is related to the transaction, the time value is reclassified to profit or loss when the hedged item affects the profit or loss. If the hedged item is related to a period of time, then the accumulated amount in the cost of the hedging reserve is reclassified to profit or loss on a systematic basis: the Company and its subsidiaries apply straight-line amortization.

Those reclassified amounts are recognized in profit or loss in the same line as the hedged item. If the hedged item is a non-financial item, the amount accrued in the cost of hedging reserve is removed directly from equity and is included in the initial carrying amount of the recognized non-financial item. In addition, if the Company and its subsidiaries expect that all or part of the accumulated loss in the cost of hedging reserve will not be recovered in the future, that amount will be immediately reclassified to profit or loss.

Note 32(c) sets out the details of the fair values of derivative instruments used for hedging purposes.

(a) Fair value hedges

The change in the fair value of qualified hedging instruments is recognized in profit or loss, except when the hedging instrument hedges an equity instrument designated at fair value through other comprehensive income, in which case it is recognized in other comprehensive income.

The carrying amount of a hedged item that has not yet been measured at fair value is adjusted for the change in fair value attributable to the hedged risk with a corresponding entry in profit or loss. For debt instruments measured at fair value through other comprehensive income, the carrying amount is not adjusted as it already reflects fair value. However, the hedging gain or loss is recognized in profit or loss rather than other comprehensive income. When the hedged item is an equity instrument designated at fair value through other comprehensive income, the hedging gain or loss remains in other comprehensive income to match that of the hedging instrument. When hedging gains or losses are recognized in profit or loss, they are recognized on the same line as the hedged item.

The Company and its subsidiaries discontinue hedge accounting only when the hedge ratio (or a part of it) ceases to meet the qualifying criteria (after rebalancing, if applicable). This includes situations in which the hedging instrument expires, is sold, terminated or exercised. The suspension is accounted prospectively. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortized to profit or loss from that date.

The effects of changes in the fair value of fair value hedges are presented in the consolidated statements of other comprehensive income.

(b) Cash flow hedges

The effective portion of changes in the fair value of derivatives and other qualified hedging instruments designated as cash flow hedges are recognized in other comprehensive income and are accumulated within other comprehensive income limited to the cumulative change in the fair value of the hedged item since the inception of the hedge. Any gain or loss related to the ineffective portion is immediately recognized in profit or loss.

Amounts previously recognized in other comprehensive income and accumulated in equity are reclassified to profit or loss in the periods in which the hedged item affects the profit or loss, in the same line item as the recognized hedged item. However, when the forecast hedged transaction results in the recognition of a non-financial asset or non-financial liability, the gains or losses previously recognized in other comprehensive income and accrued in equity are removed from equity and included in the initial measurement of the cost of the non-financial asset or non-financial liability. This transfer does not affect other comprehensive income. In addition, if the Company and its subsidiaries expect that all or part of the accumulated loss in the cash flow hedging reserve will not be recovered in the future, that amount is immediately reclassified to profit or loss.

The Company and its subsidiaries discontinue hedge accounting only when the hedging relationship (or part of it) ceases to meet the qualifying criteria (after rebalancing, if applicable). This includes cases in which the hedging instrument expires, is sold, terminated or exercised. The suspension is accounted for prospectively. Any gain or loss recognized in other comprehensive income and accumulated in the cash flow hedge reserve at that time remains in equity and is reclassified to profit or loss when the forecast transaction occurs. When a forecast transaction is no longer expected to occur, the accumulated gain or loss in the cash flow hedging reserve is immediately reclassified to profit or loss.

The effects of changes in the fair value of cash flow hedges are presented in the consolidated statements of other comprehensive income.

2.5 Cash and cash equivalents

Cash comprises cash on hand and demand deposits. Cash equivalents include short-term financial investments, with maturities of three months or less from the date of acquisition, easily convertible into known amounts of cash and are not subject to significant risks of changes in value.

2.6 Inventories and provision for impairment

Concentrates and raw materials are measured at the lower of acquisition or production cost or net realizable value. The cost of concentrates includes direct material costs and, where applicable, direct labor costs and manufacturing overheads, including costs incurred to bring inventories to their current location and condition. The cost of concentrates and other supplies is determined using the weighted average cost method, while inventories in transit are measured using the specific cost method.

The carrying amount of inventories is recognized as an expense under "Cost of sales" in the consolidated statement of comprehensive income in the period in which they are derecognized or consumed, in accordance with the provisions of Note 2.16.

Net realizable value represents the estimated selling price in the ordinary course of business, less the estimated costs necessary to bring the inventories to their saleable condition and to complete the sale. Reductions in the carrying amount of inventories to their net realizable value (concentrates) and obsolete or slow-moving items (other supplies) give rise to a provision for inventory impairment, which is recognized in profit or loss in the period in which such reductions occur and is presented under "Other expenses" in the consolidated statement of comprehensive income.

2.7 Investment properties (net)

Investment properties are presented at cost less accumulated depreciation and, where applicable, impairment losses. Subsequent costs attributable to investment properties are capitalized only when it is probable that future economic benefits associated with the asset will flow to the Company and the cost of these assets can be reliably measured; otherwise, they are recognized as an expense when incurred.

Maintenance and repair expenses are recognized in profit or loss in the period in which they are incurred. When the carrying amount of a property exceeds its estimated recoverable amount, it is immediately reduced to its recoverable amount.

Depreciation of these assets is calculated using the straight-line method at a rate that is considered sufficient to allocate the cost of the assets over the end of their useful lives and considering their significant components with substantially different useful lives (each component is accounted for separately for depreciation purposes and depreciated over its individual useful life). The estimated useful life of these properties fluctuates between 10 and 33 years.

These investment properties have been leased to third parties under operating lease arrangements.

2.8 Property, plant and equipment (net)

They are presented at acquisition cost less accumulated depreciation and accumulated impairment losses.

Initial expenditures, as well as those incurred subsequently, related to assets whose cost can be reliably valued, and are likely to derive future economic benefits from them, are recognized as property, plant, and equipment.

Maintenance and repair expenditures are recognized as an expense in the period in which they are incurred. Major components of equipment are recorded separately and depreciated over their respective useful life. Gains or losses arising from the sale or disposal of an item of property, plant and equipment are determined as the difference between the sales proceeds and the carrying amount of the asset, which are recognized in profit or loss in the period in which the sale is considered completed.

Property, plant and equipment under construction or acquisition are presented at cost, less any impairment loss identified. The cost of these assets includes professional fees and, for qualifying assets, borrowing costs.

Assets pending receipt correspond to goods over which the Company and its subsidiaries have obtained control, even though physical receipt or installation in warehouses or mining units is still pending. Their cost includes the purchase price and all directly attributable expenditures (freight, customs clearance and other non-recoverable expenses). Such assets are subsequently reclassified to their corresponding category of property, plant and equipment upon completion of the construction or acquisition process and when they are available for their intended use. These assets are depreciated in the same manner as other property, plant and equipment.

Residual value, useful life, and depreciation and amortization methods are reviewed and adjusted prospectively, when appropriate, at the end of each reporting period.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected from its continued use. The profit or loss arising from the sale or retirement of an item of property, plant and equipment is calculated as the difference between the proceeds from the sale and the carrying amount of assets, and is recognized in profit or loss.

Depreciation

(a) Units-of-production method

Depreciation of buildings and other mining constructions is calculated using the units-of-production method, based on economically recoverable reserves and a percentage of the inferred resources of the corresponding mining unit.

Units of production are measured in recoverable metric tones of lead, copper, and zinc. The depreciation rate under the units-of-production method is determined based on the period's production on the reserves and economically recoverable resources.

(b) Straight-line method

Depreciation of other mining and hydroelectric assets is calculated using the straight-line method based on the estimated useful life of the asset or the remaining useful life of the mining unit for the mining assets, whichever is shorter. The useful lives applied are as follows:

	Useful life
Buildings and other constructions	Until 33 years
Environmental management infrastructure	Until 10 years
Machinery and equipment	Until 10 years
Vehicles	Until 5 years
Furniture and fixture and computer equipment	Until 10 years
Other equipment	Until 10 years

2.9 Mining concessions, evaluation and exploration costs, development and other intangible mining rights and concessions

(a) Mining concessions

Mining rights represent the ownership held by the Company and its subsidiaries over mining properties containing acquired mineral reserves. Mining rights related to mineral reserves are amortized using the units-of-production method, based on proven and probable reserves and a percentage of inferred resources.

Mining concessions are capitalized in the consolidated statement of financial position and represent the ownership held by the Company and its subsidiaries over mining properties of geological interest. Mining concessions are amortized from the production phase using the units-of-production method, based on proven and probable reserves and a percentage of inferred resources. If the Company and its subsidiaries abandon such concessions, the associated costs are written off in the consolidated statement of income and other comprehensive income.

At the end of each reporting period, the Company and its subsidiaries assess for each cash-generating unit (CGU) whether there is any indication that the value of its mining rights may be impaired. If such indication exists, the Company and its subsidiaries estimate the recoverable amount of the asset.

(b) Evaluation and exploration costs

Evaluation and exploration costs are capitalized only to the extent that they are expected to be economically recoverable through successful exploitation in the future or when activities in the area of interest are in process and a stage has not yet been reached that allows the existence of economically recoverable reserves to be reasonably assessed. Costs are capitalized as exploration and appraisal assets until the Company and its subsidiaries have completed a preliminary feasibility study, certain resources have been converted to reserves, and Management determines the probability that the property will become a mine. At that point, the property is considered to enter the development stage and subsequent evaluation and exploration costs are reclassified.

These costs mainly include materials and fuels used, survey costs, drilling costs and payments made to contractors. For this purpose, the economically recoverable benefits of exploration projects may be properly evaluated when any of the following conditions are met: i) the Board of Directors authorizes Management to carry out the feasibility study of the project, and ii) the exploration program aims to convert resources into reserves or confirming resources.

Evaluation and exploration costs are amortized from the beginning of production using the units-of-production method based on proven and probable reserves and a percentage of inferred resources to which they are related.

All capitalized evaluation and exploration costs are monitored for signs of impairment. When potential impairment is identified, an assessment is performed for each specific area of interest or at the CGU level. To the extent that capitalized costs are not expected to be recovered, they are recognized in profit or loss.

(c) Development costs

Costs associated with the mine development stage are capitalized. Development costs necessary to maintain production are recognized in profit or loss as incurred.

Development costs are amortized in the manner described above, for evaluation and exploration costs.

(d) Communal rights

Communal rights represent payments made by the Company and its subsidiaries to obtain land-use agreements and easements with local communities within the area of influence, which are necessary for the development and operation of mining units. They are recognized as intangible assets when the Company obtains control over the future economic benefits and their cost can be measured reliably. These rights are amortized using the units-of-production method, calculated based on proven and probable reserves, plus a percentage of inferred resources that Management reasonably expects will be convertible into reserves under the mining plan. The useful life and resource base assumptions are reviewed annually as part of the Company's reserve estimation process.

(e) Other intangible assets

Intangible assets with finite useful lives acquired separately are reported at cost less their accumulated amortization and any accumulated impairment losses. Amortization is calculated based on the straight-line method over the estimated useful life determined by the Company and its subsidiaries. Estimates of useful lives and amortization methods are reviewed at the end of each reporting period to assess possible significant changes in prior expectations or expected pattern of future economic benefits of such assets, prospectively incorporating the effects of any changes in these estimates against the net profit or loss for the period in which the changes occur.

2.10 Impairment review of long-lived assets

The Company and its subsidiaries periodically review the carrying amounts of their tangible and intangible assets to determine whether there are indications that such assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is calculated to determine the extent of the impairment loss (if any). Where it is not possible to estimate the recoverable amount of an individual asset, the Company and its subsidiaries estimate the recoverable amount of the Cash-Generating Unit (CGU) to which the asset belongs. Where a consistent and reasonable basis of allocation is identified, common assets are also distributed to the individual CGUs or, otherwise, to the smallest group of CGUs for which a consistent and reasonable allocation basis is identified.

Recoverable amount is the higher of fair value less cost to sell and value in use. Value in use is determined based on estimated future cash flows discounted to their present value, using an after-tax discount rate, which reflects current market assessments with respect to the value of money and risks specific to the asset.

If the recoverable amount of an asset (or a CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (CGU) is reduced to its recoverable amount, and an impairment loss is immediately recognized as an expense.

An impairment loss may be subsequently reversed and recognized as income in profit or loss, up to the amount by which the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (CGU) in prior years.

In determining the value in use of its assets, the Company and its subsidiaries review their projections of future cash inflows, considering the following variables: discount rate, price projections, resources and reserves, production levels, costs and expenses.

2.11 Leases

At the inception of a contract, the Company and its subsidiaries assess whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset, for a period of time, in exchange for consideration.

(a) The Company and its subsidiaries as lessee

The Company and its subsidiaries apply a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets.

(i) Right-of-use assets

The Company and its subsidiaries recognize right-of-use assets at the commencement date of the lease (i.e., the date on which the underlying asset is available for use). Right-of-use assets are measured at cost, less accumulated depreciation and impairment loss, and are adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the lease liabilities initially recognized, initial direct costs incurred, and lease payments made at or

before the commencement date, and less any lease incentives received. Unless the Company and its subsidiaries are reasonably certain to obtain ownership of the leased asset at the end of the lease term, right-of-use assets are depreciated on a straight-line basis over the lease term. Right-of-use assets are subject to impairment.

(ii) Lease liabilities

At the commencement date of the lease, the Company and its subsidiaries recognize lease liabilities at the present value of the lease payments to be made over the lease term. Lease payments include fixed payments, less any lease receivable incentives, variable lease payments that depend on an index or rate, and amounts expected to be under residual value guarantees.

In calculating the present value of lease payments, the Company and its subsidiaries use the incremental borrowing rate at the commencement date if the interest rate implicit in the lease cannot be readily determined.

After the commencement date, the carrying amount of lease liabilities is increased to reflect the accrual of interest and reduced by the lease payments made. In addition, the carrying amount of lease liabilities is remeasured whether there is a modification, a change in the lease term, or a change in fixed lease payments.

(iii) Short-term leases and leases of low-value assets

The Company and its subsidiaries apply the recognition exemption for short-term leases of property (i.e., properties with a lease term of 12 months or less from the date of commencement and that do not contain a purchase option).

They also apply the recognition exemption for leases of low-value assets, such as office equipment. Lease payments associated with short-term leases and leases of low-value assets are recognized as a straight-line expense over the lease term.

(b) The Company and its subsidiaries as lessor

Leases in which the Company and its subsidiaries do not transfer substantially all the risks and rewards associated with the ownership of an asset are classified as operating leases. Rental income arising from such leases is recognized on a straight-line basis over the lease terms and is included under "Rentals" in the consolidated statement of income due to its operating nature. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognized over the lease term on the same basis as rental income.

2.12 Provisions

Provisions are recognized when the Company and its subsidiaries have a present obligation (legal or implied) as a result of a past event, it is probable that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision corresponds to the best estimate, as of the date of the consolidated statement of financial position, of the expenditure required to settle the present obligation, taking into account the risks and uncertainties surrounding most of the events and circumstances relevant to the valuation of the obligation. When the amount of a provision is measured using estimated cash flows to settle the obligation, its carrying amount is the present value of those cash flows.

Where some or all of the expenditure required to settle a provision is expected to be reimbursed by a third party, the reimbursement is recognized as an asset when it is virtually certain that the reimbursement will be received and the amount can be reliably measured.

2.13 Provision for closure of mining units

Assets and liabilities for mine closure are recognized when: (i) the Company and its subsidiaries have a present obligation related to the dismantling and removal of assets, as well as to restore the sites where their mining units are located, and (ii) the amount of such obligations can be reliably estimated.

The initial amount recognized for assets and liabilities is the present value of the estimated future expenditures required to settle those obligations.

Subsequent to initial measurement, the obligation is adjusted to reflect the passage of time and changes in the estimated future cash flows underlying the obligation. The increase in provision due to the passage of time is recognized as a financial expense, while increases or decreases arising from changes in estimated future cash flows are capitalized and depreciated over the life of the related asset. Actual costs incurred in the settlement of the site restoration liability are recorded against the provision to the extent that the provision has been previously recognized for those costs. A gain or loss may arise upon settlement of the liability, while the related asset is depreciated based on proven and probable reserves, and a percentage of the resources inferred using the depreciation method of units of production. Related depreciation is recognized as an expense.

2.14 Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an eligible asset are capitalized and added to the cost of the project until the assets are substantially ready for their intended use, i.e., when they are capable of generating commercial production. When specific borrowings are obtained for a particular project, the capitalized amount represents the actual borrowing costs incurred to obtain the loan.

To the extent that the variable rate borrowings used to finance an eligible asset are hedged in an effective cash flow hedge of interest rate risk, the effective portion of the derivative is recognized in other comprehensive income and is reclassified to profit or loss when the eligible asset affects profit or loss. To the extent that the fixed rate borrowing is used to finance eligible assets and are hedged in an effective interest rate risk hedge, capitalized borrowing costs reflect the interest rate hedge.

When temporary excess funds from specific borrowings are invested on a short-term basis, the investment income earned is also capitalized and deducted from the total borrowing cost. When funds used to finance a project are part of general borrowings, the capitalized amount is determined using the weighted average of the borrowing rates applicable to the general borrowings of the Company and its subsidiaries during the period. All other borrowing costs are recognized in the consolidated statement of comprehensive income in the period in which they are incurred.

2.15 Revenue recognition

Revenue from contracts with customers is recognized when control of goods or services is transferred to the customer in an amount that reflects the consideration to which the Company and its subsidiaries expect to be entitled in exchange for those goods or services.

(a) Sale of goods (concentrates, doré bars and others)

(i) Timing of recognition

Revenue associated with the sale of concentrates, doré bars and other products is recognized when control of the asset sold is transferred to the customer. Transfer control indicators include an unconditional obligation to pay, legal title, physical possession, transfer of risk and rewards, and customer acceptance. This generally occurs when the concentrates are delivered at the loading port, warehouse or vessel, according to the contractual terms agreed with the buyer. At that point, the buyer controls the concentrates. In cases where the Company and its subsidiaries are responsible for the cost of shipping and other services after the date

on which control of the goods is transferred to the customer, those services are considered separate performance obligations. Accordingly, a portion of the revenue recognized under the contract is allocated to those obligations and recognized when the performance obligations are satisfied.

Revenue from the sale of concentrates, doré bars and other products is recorded net of commercial deductions. Commercial deductions include price adjustments for treatment and refining expenses, which may include certain penalties that, in accordance with each applicable contract, are deducted from the international price of the refined metal and are incurred after the sale under the applicable contract. These deductions may also include customer returns, rebates and other similar items. The Company and its subsidiaries consider that such deductions form part of the transaction price. Normal credit terms range from 5 to 90 days from delivery.

When determining the sales price of concentrates and doré bars, the Company and its subsidiaries also consider the variable component of the contract price and the existence of significant financing components.

(ii) Variable consideration

Sales of concentrates, doré bars and other products may include adjustments to their selling prices arising from minor variations in quantities that may occur while such goods are in transit to their final destination. These variations arise from changes in moisture, weight and ore grades and are recognized as part of "Net sales" in the consolidated statement of comprehensive income at the time the Company and its subsidiaries reach an agreement with the customer regarding the final amounts sold.

IFRS 15 requires that variable consideration be recognized only to the extent that it is highly probable that there will be no significant reversal in the amount of recognized accrued revenue. The Company and its subsidiaries concluded that adjustments related to final settlements for the quantity and quality of concentrate sold are not significant and do not restrict revenue recognition.

In addition, contracts for the sale of concentrates, doré bars and other products, generally, provide for a provisional payment based on provisional tests and prices of quoted metals. Final settlement is based on final test results and applicable metal prices in specified trading periods, typically ranging from one month after shipment to up to three months after shipment reaches the agreed location and is based on average market metal prices. For this purpose, the transaction price can be reliably measured for products, such as zinc, lead, copper, and silver, for which there is a free and active market, such as the London Metal Exchange.

These contracts, because they will be settled in the future and based on the international quotations of the payable content that are finally agreed, are treated in accounting terms as embedded derivatives, within the scope of IFRS 9 rather than IFRS 15. Therefore, at the end of each reporting period, they are adjusted for significant changes in international metal prices to reflect their fair value, and are presented separately from revenue from contracts with customers as part of "embedded derivatives" (see Notes 21 and 33(b)).

Final adjustments resulting from final settlements are recorded in the period in which they are issued, generally when the seller and buyer exchange weights and payable metal contents, and establish the quotation period, according to terms agreed in the relevant sales contracts.

Finally, the amount of sales of concentrates, doré bars and other products is adjusted for changes in the fair value of derivative financial instruments designated as cash flow hedges, in accordance with Note 2.4.5(b) and 33(a), to mitigate price volatility.

(iii) Significant financial component

The Company and its subsidiaries receive short-term advances from their customers. Applying the IFRS 15 practical expedient, the promised amount of consideration is not adjusted for the effects of a significant financing component if, at contract inception, it is expected that the period between the transfer of the goods and payment by the customer will be one year or less.

(b) Rendering of services

Revenues from the sale of electricity and firm capacity is recognized monthly on cyclical meter readings and is recognized in full in the period in which the service is rendered, representing a single performance obligation.

(c) Contractual balances

(i) Contractual assets

A contractual asset represents the right of the Company and its subsidiaries to receive consideration for goods or services already transferred to the customer, when such right is not enforceable solely by the passage of time. It is recognized when a performance obligation is satisfied before the consideration is due or the customer makes the payment. As of December 31, 2024, the Company and its subsidiaries did not hold contractual assets. During 2025, contractual assets are presented as part of "Other receivables" (Note 6).

(ii) Contractual liabilities

A contractual liability represents the obligation to transfer goods or services for which an anticipated consideration has been received or is due before the performance obligation is fulfilled. These amounts are recognized as income to the extent that these obligations are satisfied. As of December 31, 2025 and 2024, the Company and its subsidiaries have no contractual liabilities.

(d) Interest income

Interest income is recognized based on the effective interest method, on a time-proportion basis.

(e) Other income is recognized in profit or loss when it is earned.

2.16 Recognition of costs to fulfill a contract with a customer and expenses

The cost of sales of mineral concentrate is recognized in the period in which the shipment or delivery occurs, depending on the contractual terms, and is recognized in profit or loss in the same period in which the related operating income is recognized. Expenses are recognized when a decrease in future economic benefits has arisen, related to a decrease in assets or an increase in liabilities, and the expense can also be measured reliably, regardless of when they are paid.

2.17 Employee benefits

Employee benefits include, among others, short-term employee benefits, such as wages, salaries, and social security contributions, annual paid leave, paid sick leave, and profit-sharing and incentive payments, among others, when these are expected to be settled within twelve months after the end of the reporting period. These benefits are recognized in profit or loss for the period when the employee has rendered the services that entitle them to receive such benefits. The obligations are presented as part of other liabilities.

2.18 Operating profit

Operating profit is defined as total net sales less total cost of sales, administrative expenses, selling expenses, other income and expenses and impairment recovery (loss) on long-lived assets, without considering financial income and expenses and income tax expense.

2.19 Income tax

Income tax expense for the period comprises current and deferred income tax and the special mining tax.

(a) Current income tax

Current income tax corresponds to income tax payable, calculated by applying a rate of 29.5% on the estimated taxable income, after deducting workers' profit sharing (8% on the estimated taxable income) and is recorded in profit or loss for the year in which it is incurred.

Current income tax is payable on the taxable basis for the year. Taxable income differs from net income reported in profit or loss because it excludes items of income or expenses that are taxable or deductible in other years, as well as items that are never taxable or deductible. Current tax liabilities of the Company and its subsidiaries are calculated using tax rates enacted at the end of the reporting period.

A provision is recognized for positions where the determination of tax is uncertain, but it is considered probable that a future outflow of funds to a tax authority will occur. Provisions are measured at the best estimate of the amount expected to be paid. The assessment is based on the judgment of tax experts supported by the Company's and its subsidiaries' prior experiences in similar matters, and in some cases based on the consultation of an independent tax specialist.

(b) Deferred income tax

Deferred income taxes are recognized on temporary differences between the carrying amount of the assets and liabilities included in the consolidated financial statements and the corresponding tax bases used to determine the taxable income, the tax rate corresponding to these differences, and, where applicable, the gains from tax losses to be amortized and some tax credits are included. Deferred income tax asset or liability is generally recognized for all temporary tax differences. A deferred tax asset will be recognized for all deductible temporary differences to the extent that it is likely that the Company and its subsidiaries will have future taxable profits against which it can apply those deductible temporary differences. These assets and liabilities are not recognized if the temporary differences arise from goodwill or from the initial recognition (other than from the business combination) of other assets and liabilities in a transaction that does not affect tax or accounting results.

Deferred tax liability for taxable temporary differences associated with investments in subsidiaries and associates is recognized, except when the Company and its subsidiaries are able to control the reversal of the temporary difference and when it is probable that the temporary difference will not be reversed in the foreseeable future. Deferred tax assets arising from temporary differences associated with such investments are recognized only to the extent that it is probable that there will be sufficient future taxable profits against which those temporary differences are used and are expected to reverse them in the near future.

The carrying amount of a deferred tax asset is reviewed at the end of each reporting period and is reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax assets and liabilities are valued using the tax rates expected to apply in the period in which the liability is paid or the asset is realized, based on the rates (and tax laws) that have been

approved or substantially approved at the end of the reporting period.

The valuation of deferred tax liabilities and assets reflects the tax consequences that would result from the manner in which the Company and its subsidiaries expect, at the end of the reporting period, to recover or settle the carrying amount of their assets and liabilities.

Deferred tax assets and liabilities are offset when there is an enforceable legal right that allows current tax assets to be offset against current tax liabilities and when they relate to income taxes collected by the same taxing authority and the Company and its subsidiaries intend to settle their current tax assets and liabilities on a net basis.

(c) Current and deferred income tax for the year

Current and deferred income taxes are recognized in profit or loss, except when they relate to items that are recognized outside profit or loss, either in other comprehensive income or directly in equity, respectively. When they arise from the initial recognition of a business combination, the tax effect is included within the accounting for the business combination.

(d) Uncertain tax treatment

The Company and its subsidiaries assess whether each uncertain tax treatment should be considered individually or together with other tax treatments, adopting the approach that best predicts the resolution of the uncertainty.

Within the Peruvian tax environment, uncertain tax positions are measured considering two possible scenarios: a 100% probability of recovery when it is estimated that the Company and its subsidiaries will prevail before the tax authority, or 0% recovery otherwise.

Based on the tax compliance and transfer pricing analysis performed, the Company and its subsidiaries have concluded that their tax treatments, including those of their subsidiaries, will be accepted by the tax authority.

2.20 Contingent liabilities and assets

Contingent liabilities are recorded in the consolidated financial statements when it is considered that they are likely to be confirmed over time and can be reasonably quantified; otherwise, only the contingency is disclosed in the notes to the consolidated financial statements.

Contingent assets are not recorded in the consolidated financial statements but are disclosed in notes when their degree of contingency is probable.

Items previously treated as contingent liabilities are recognized in the consolidated financial statements in the period in which a change in probabilities occurs, i.e., when it is determined that an outflow of resources to cover the liability is probable. Items treated as contingent assets are recognized in the consolidated financial statements in the period in which it is determined that an inflow of resources is probable, respectively.

2.21 Classification of current and non-current items

The Company and its Subsidiaries present assets and liabilities in the consolidated statement of financial position, classified as current and non-current assets and liabilities. An asset is classified as a current asset when the entity:

- Expects to realize the asset or has the intention to sell it or consume it in the ordinary course of business.
- Holds the asset mainly for trading.
- Expects to realize the asset within the twelve months following the end of the reporting period; or
- The asset is cash and cash equivalents, unless it is restricted and cannot be exchanged or used to settle a liability for a minimum period of twelve months after the end of the reporting period.

All other assets are classified as non-current assets.

A liability is classified as a current liability when the entity:

- Expects to settle the liability in the ordinary course of business.
- Holds the asset mainly for trading.
- Expects to settle the liability within the twelve months following the end of the reporting period; or
- There is no unconditional right to defer settlement of the liability for at least twelve months after the end of the reporting period.

All other liabilities are classified as non-current liabilities.

Deferred income tax assets and liabilities are classified as non-current assets and liabilities.

2.22 Basic and diluted earnings (loss) per share

Basic earnings (loss) per share is calculated by dividing the net income attributable to shareholders by the weighted average number of common shares outstanding during the period, including shares restated for constant currency adjustments.

Since there are no potentially dilutive common shares, i.e., financial instruments or other contracts that grant the right to obtain common shares, diluted earnings (loss) per common share is equal to the basic earnings (loss) per common share.

2.23 Business combinations and goodwill

Acquisitions are recorded using the acquisition method in accordance with IFRS 3 “Business Combination”. Assets and liabilities are recorded at their estimated market values on the purchase date, including identified intangible assets that are not recorded in the statements of financial position of each acquired entity. The acquisition costs incurred are recorded as an expense and are included in the item “Administrative expenses”.

When the Company and its subsidiaries acquire a business, it assesses the financial assets and liabilities assumed for its own classification and denomination according to the contractual terms, economic circumstances and prevailing conditions at the acquisition date.

Goodwill is initially measured at cost and corresponds to the excess of the consideration transferred plus the amount recognized as non-controlling interest, with respect to the fair value of the assets acquired and the liabilities assumed. If this consideration is less than the fair value of the net assets of the acquired entity, the difference is recognized in profit or loss.

Any contingency transferred by the acquirer is recognized at fair value at the acquisition date. The contingency classified as an asset or liability that is a financial instrument and is within the scope of IFRS 9 “Financial instruments”, is measured at fair value with changes recognized in the consolidated statement of income.

After initial recognition, goodwill is measured at cost less any accumulated impairment loss. For impairment testing purposes, the goodwill generated in a business combination is, at the acquisition date, assigned to each of the cash-generating units that are expected to benefit from the combination.

When goodwill has been allocated to a cash-generating unit and part of the operation is disposed of within that unit, the goodwill associated with the disposed operation is included in the carrying amount of the operation in determining the gain or loss on such disposal. Goodwill disposed of in these circumstances is measured based on the relative values of the disposed transaction and the portion of the cash-generating unit retained.

If the initial accounting of a business combination is incomplete at the end of the accounting period in which the combination occurs, the Company and its subsidiaries will report in their consolidated financial statements the provisional amounts of the items whose accounting is incomplete. During the measurement period, the Company and its subsidiaries will retroactively adjust the provisional amounts recognized at the acquisition date to reflect the new information obtained about facts and circumstances that exist at the acquisition date and that, had they been known, would have affected by the measurement of the amounts recognized on that date. The measurement period will end as soon as the Company and its subsidiaries receive the information they were seeking about facts and circumstances that occurred at the acquisition date or conclude that no further information can be obtained. However, the measurement period will not exceed one year from the acquisition date.

2.24 Spin-offs of equity blocks and loss of control

Spin-offs of equity blocks, understood as the transfer of an identifiable set of assets and liabilities that constitute a business or part of a business, are accounted for based on the economic substance of the transaction and the applicable regulatory framework.

Loss of control occurs when the Company ceases to have power over the investee, exposure or right to variable returns and the ability to use its power to affect those returns.

When a spin-off or other transaction results in the loss of control over a subsidiary, the Company derecognizes the subsidiary's assets and liabilities, including any non-controlling interest, and recognizes any consideration received and any retained interest at fair value at the date control is lost. The difference between (i) the fair value of the consideration received plus the fair value of any retained interest and (ii) the carrying amount of the subsidiary's net assets is recognized in the consolidated statement of income.

When the spin-off corresponds to a reorganization between entities under common control and does not result in the loss of control, the transferred assets and liabilities are recognized at their carrying amounts, and no goodwill or gain or loss is recognized in the consolidated statement of income. Subsequently, any retained interest is accounted for in accordance with the accounting policy applicable to its classification.

2.25 Segments

The Company and its Subsidiaries report financial and descriptive information about its reportable segments. A reportable segment is an operating segment or an aggregate of operating segments that meet specific criteria. Business segments are a component of an entity for which financial information is available separately and is periodically evaluated by the Chief Operating Decision Maker (CODM) (Note 34) to allocate resources and evaluate performance. Financial information is generally presented on the same basis that is used internally to assess segment operating performance and decide how to allocate resources to segments.

3 ACCOUNTING ESTIMATES AND CRITERIA

The information contained in these consolidated financial statements is responsibility of the Company's and its subsidiaries' Management. In preparing these statements, certain estimates have been used to quantify some of the assets, liabilities, revenue, expenses, and commitments recorded herein, based on experience and other relevant factors. Final results may vary from these estimates.

Estimates are reviewed periodically. Modifications to accounting estimates are recognized prospectively and have to be recorded in the corresponding "profit or loss for the year" in which the revisions are made.

The most important estimates for the preparation of the consolidated financial statements of the Company and its subsidiaries are the following:

- Fair value of financial instruments (Note 2.4)
- Provision for impairment of inventories (Note 2.6)
- Useful life assigned to mining rights, exploration and development costs, investment properties, property, plant and equipment, and intangible assets (Notes 2.7, 2.8, 2.9 and 2.10)
- Determination of mineral reserves and resources
- Review of impairment of long-lived assets (Note 2.10)
- Provisions and contingencies (Note 2.12)
- Provision for closure of mining units (Note 2.13)
- Provisional liquidity in the recognition of income (Note 2.15)
- Taxes and uncertain tax positions (Note 2.19 (d))
- Going concern (Note 2.1.1)

Key sources of uncertainty in estimates

The following discusses the basic assumptions about the future and other key sources of uncertainty in estimates at the end of the reporting period, which may involve a significant risk of material adjustments to the carrying amounts of assets and liabilities during subsequent financial periods.

(a) Determination of mineral reserves and resources

The Company and its subsidiaries calculate their mineral reserves and resources based on the guidelines of the Australian standard - the Joint Ore Reserves Committee (JORC) Code, which establishes the technical and economic standards and recommendations. The Company and its subsidiaries have competent personnel who are responsible for preparing and reviewing the reserves annually.

Proven and probable reserves and a percentage of inferred resources are used in calculating the depreciation and amortization of non-financial assets that are depreciated using the units of production method (Note 2.11 and 2.13), as well as to determine the closure period of mining units (Note 36) and the impairment analysis of non-financial assets (Note 27).

(b) Liabilities for the closure of mining units

The Company and its subsidiaries determine an estimate for the obligations to retire assets and close their mining units using the discounted cash flow model. To develop the model, Management makes estimates regarding the scope and costs of retirement and closure activities, changes in technology and the regulatory environment, as well as macroeconomic variables considered in the estimate, such as inflation rates and others used to determine the discount rate. The best estimate of the timing of these expenditures is also considered.

The Company and its subsidiaries periodically review the estimated future disbursements, disbursements deadlines, and the discount rates used, as described in Note 36, and adjust the asset and liability values, if necessary, on a prospective basis.

(c) Review of carrying amount and provision for impairment

The Company and its subsidiaries annually review whether a fixed asset requires an impairment provision in accordance with the accounting policy set forth in Note 2.10. This requires professional judgment by the Company's Management and its subsidiaries to analyze impairment indicators and determine the value in use. In the latter, judgment is required in preparing future cash flow projections, including projecting the Company's and its subsidiaries' future operating levels, projecting economic factors that affect their revenues and costs, and determining the discount rate to be applied to these cash flows.

(d) Useful life of property, plant and equipment

As described in Note 2.8, the Company and its subsidiaries review the estimated useful life of property, plant and equipment annually. Internal specialists from the operations and maintenance areas participate in these evaluations to determine whether the useful life remains appropriate for the expected use of the assets. Determining useful lives requires estimates regarding expected business and technological developments and alternative uses of the assets. Assumptions regarding the technological framework and its future development involve a significant degree of judgment, as the timing and nature of future technological changes are difficult to predict.

(e) Contingencies

The Company and its subsidiaries are subject to contingent transactions or events on which professional judgment is used in developing estimates of the probability of occurrence of future events, considering the legal situation at the date of the estimate, and the opinion of internal and external legal advisors (Note 35).

(f) Taxes

Determining tax liabilities and expenses requires interpretations of applicable tax legislation. The Company and its subsidiaries seek professional tax advice before making any decisions on tax matters. Although Management believes its estimates are prudent and appropriate, differences in interpretation may arise with the tax authorities that could affect future tax charges.

The recovery of deferred tax assets requires an assessment to determine whether they should be recognized in the consolidated statement of financial position. Deferred tax assets require management to evaluate the likelihood that the Company and its subsidiaries will generate taxable income in future periods to utilize them. Estimates of future taxable income are based on projections of cash flows from operations and the application of tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from these estimates, it could impact the Company's and its subsidiaries' ability to realize the net deferred tax assets recorded at the reporting date.

(g) Uncertain tax positions

The Company and its subsidiaries exercise significant judgment in identifying uncertainties regarding income tax treatments. In this regard, the Company and its subsidiaries have reviewed the following situations:

- Contentious proceedings
- Tax planning implemented
- Company reorganization
- Other situation identified by Management

In the assessment, Management has considered the following sources to identify possible uncertain tax situations:

- The criteria applied by the tax administration in its audits
- The opinions expressed by the tax administration through reports or official letters
- The jurisprudence of the courts at all levels
- Directives of Peruvian tax and customs authorities ("Superintendencia Nacional de Aduanas y Administración Tributaria" - SUNAT)

The assessment was conducted for all non-prescribed tax years, taking into account the provisions of the Peruvian Tax Code.

As a result of examining each of the aforementioned situations, Management has identified tax uncertainties that may affect the determination of income tax in accordance with IFRIC 23, Uncertainty over Income Tax Treatment, mainly those related to the amortization of development costs, which, due to their temporary nature, do not have a significant impact on the consolidated financial statements.

When there is a change in circumstances, Management should review its estimates, such as the actions taken by the tax administration, formally adopted positions, court jurisprudence, or the expiration of the statute of limitations.

4 CASH AND CASH EQUIVALENTS

This item comprises as follows:

	2025 US$000	2024 US$000
Cash in hand and banks (a) (b)	251,010	125,240
Mutual funds (c)	70,805	-
Restricted cash (d)	7,528	11,872
Cash in transit	666	3,722
Time deposits (e)	4,662	15,000
	334,671	155,834

(a) Cash in hand and banks primarily comprise checking accounts denominated in Peruvian soles and U.S. dollars, held in local and foreign banks, freely available, and generating interest at market rates. Checking accounts include trust accounts established to meet commitments arising from financial obligations (Notes 1(f.3) and 14), which are also freely available.

(b) As of December 31, 2025 and 2024, the Company and its subsidiaries present, as part of cash in hand and banks, balances of US$12,723 and US$40,628, respectively, corresponding to cash deposited in Banco de la Nación for tax payments.

(c) It comprises the interest quota managed by financial institutions, which invest in highly liquid instruments. These amounts are measured at their fair value in accordance with IFRS 9 (Note 2.4.1(d)), which includes the returns for the period. Considering their liquidity and redemption conditions, they are presented as part of this item.

(d) It comprises the amounts withheld by the tax authorities of US$5,838 (US$6,089 as of December 31, 2024). In addition, the difference corresponds to a restricted fund of US$1,690 and US$5,783 as of December 31, 2025 and 2024, respectively.

(e) Time deposits held as of December 31, 2025 and 2024, have 90-day maturities and accrue interest at market rates. This includes deposits held under management agreements and/or temporary transfers of securities. The Company and its subsidiaries generate returns on their investments by transferring the income from these investments to third parties in exchange for consideration, while retaining the risks and rewards associated with these assets. They are measured at fair value in accordance with IFRS 9 (Note 2.4.1(d)).

5 TRADE PAYABLES (NET)

This item comprises as follows:

	2025 US$000	2024 US$000
Invoices (a)	42,080	56,371
Embedded derivatives (Note 33(b))	4,842	(3,402)
	46,922	52,969
Provision for impairment of receivables (b)	(21,184)	(19,492)
	25,738	33,477

(a) Receivables are current maturity, do not accrue interest, do not have specific guarantees, and are expected to be collected in the first quarter of the following year.

The Company's and its subsidiaries' main customers have a recognized reputation in the international market, a good credit history, and show no financial difficulties at the end of the period.

As of December 31, 2025 and 2024, the aging of non-impaired trade receivables is as follows:

	Unimpaired US$000	Impaired US$000	Total US$000
As of December 31, 2025			
Current -	5,232	-	5,232
Past due -			
Past due between 1 - 30 days	12,342	-	12,342
Past due between 31 - 60 days	2,913	78	2,991
Past due between 61 - 180 days	409	309	718
Past due between 181 - 240 days	-	153	153
Past due between 241 - 360 days	-	304	304
Past due more than 360 days	-	20,340	20,340
	20,896	21,184	42,080
As of December 31, 2024			
Current -	9,153	-	9,153
Past due -			
Past due between 1 - 30 days	21,588	-	21,588
Past due between 31 - 60 days	5,095	-	5,095
Past due between 61 - 180 days	715	-	715
Past due between 181 - 240 days	151	-	151
Past due between 241 - 360 days	127	-	127
Past due more than 360 days	50	19,492	19,542
	36,879	19,492	56,371

(b) The movement of the provision for expected credit losses is as follows:

	2025 US$000	2024 US$000
Opening balance	19,492	23,831
Additions (Note 26)	2,095	398
Recoveries (Note 25)	(403)	(185)
Derecognition for sale of companies (Note 1(d.6))	-	(4,552)
Final balance	21,184	19,492

Company's Management and its subsidiaries consider that the provision for expected credit loss is sufficient to cover the credit risk as of the date of the consolidated statement of financial position.

6 OTHER RECEIVABLES (NET)

This item comprises as follows:

	2025 US$000	2024 US$000
Financial assets		
Receivables from contractors and others	13,460	13,298
Loans to third parties (a)	10,471	10,366
Escrow account - sale of companies ((Note 1(d.6))	3,331	5,973
Invoiced services	1,498	1,475
Financing to related parties (b)	1,011	205
Subsidies and other receivables	305	130
	30,076	31,447
Provision for impairment of other receivables (c)	(19,434)	(19,105)
Subtotal	10,642	12,342
Other non-financial assets:		
Claims to the Tax authorities (d)	46,266	32,134
Contractual assets (e)	16,274	11,652
Pre-paid expenses	4,392	3,968
Other minors	808	722
Subtotal	67,740	48,476
Total	78,382	60,818
Current portion	32,145	28,984
Non-current portion	46,237	31,834

(a) Loans to third parties accrue interest at market rates and are mainly considered current maturities. The Company and its subsidiaries have set aside US$10,139 as a doubtful account according to the risk assessment of uncollectibility.

(b) It comprises the disbursements made by the Company on behalf of Inversiones Portuarias Chancay S.A.A. during its development phase. These amounts are reimbursable and accrue interest at market rates, which are recognized as other financial income in the statement of comprehensive income.

(c) The movement of the provision for expected credit losses on financial assets is as follows:

	2025 US$000	2024 US$000
Opening balance	19,105	19,426
Additions (Note 26)	115	-
Write-offs	-	(294)
Exchange difference	214	(27)
Final balance	19,434	19,105

Company's Management and its subsidiaries consider that the provision for impairment of other receivables is sufficient to cover the risk of default at the date of the consolidated statement of financial position.

(d) It mainly comprises the payments made by the Company and its subsidiaries for tax adjustments resulting from the audit of Income Tax for the fiscal years 2015 and 2017. These payments were made under protest, in order to be able to carry out the litigation process in court.

(e) As of December 31, 2025 and 2024, it mainly comprises the advances granted to contractors and others for the provision of energy and engineering services.

7 ASSETS FOR TAXES

This item comprises as follows:

	2025 US$000	2024 US$000
VAT fiscal credit (a)	36,566	24,631
Public works projects for taxes, in progress (b)	5,309	4,313
	41,875	28,944

(a) As of December 31, 2025, the VAT fiscal credit of the Company and its subsidiaries amounts to US$57,754 (US$41,897 as of December 31, 2024), which is presented net of the non-operating Subsidiaries balance of US$21,188 (US$17,266 as of December 31, 2024) because its use depends on the resumption or increase of their activities.

(b) It comprises the disbursements made for public works projects, for which partial certificates of "Regional and Local Public Investment - Public Treasury" (CIPRL by its acronym in Spanish) were obtained. These certificates will allow the Company to reimburse the amount invested in the execution of investment projects. The Company completed the execution of the "Mejoramiento y Ampliación de los Servicios Deportivos del Polideportivo Municipal en la Av. 1 de Mayo del Distrito de Chancay - Provincia de Huaral - Departamento de Lima" project, CUI 2466179 and "Mejoramiento de la Gestión Integral de los Residuos Sólidos Municipales en el Distrito de Huayllay - Provincia de Pasco - Departamento de Pasco" project, CUI 2511013, for which US$1,255 was recovered in 2025 through the "CIPRL" certificates, under the Public Works for Taxes Law No. 29230. By 2026, the recovery of the invested balance, which amounts to US$865, will be managed.

8 INVENTORIES (NET)

This item comprises as follows:

	2025 US$000	2024 US$000
Concentrates (a)	16,109	8,909
Mineral (a)	882	5,416
Pyrite stockpiles	-	5,180
Other supplies	38,392	32,297
Goods in transit	911	482
	56,294	52,284
Provision for impairment (b)	(8,843)	(9,034)
Total	47,451	43,250
Current portion	47,451	38,070
Non-current portion	-	5,180

(a) According to the sale agreements, the concentrate held as of December 31, 2024, will be sold, and the ore will be mined in 2026.

(b) The provision for impairment includes:

	2025 US$000	2024 US$000
Opening balance	9,034	9,779
Additions (Note 26)	27	599
Recoveries (Note 25)	(218)	(947)
Derecognition due to sale of companies (Note 1 (d.6))	-	(397)
Final balance	8,843	9,034

Management considers that the balance of provision for impairment covers the risk of losses as of the date of the consolidated statement of financial position.

9 FINANCIAL INVESTMENTS

(a) This item comprises as follows:

Company	Class	Number of shares	Interest in net equity As of December 31, 2025 %	Interest in net equity As of December 31, 2024 %	Market value		Carrying amount As of December 31, 2025 US$000	Carrying amount As of December 31, 2024 US$000
Financial investments at amortized value with changes in other comprehensive income:								
Cementos Polpaico S.A. (i)	Common	4,745,844	18.59	15.90	7,661	Chilean pesos	40,494	28,593
Port investments Chancay (ii)	Common - "A" class	206,743,063	12.66	12.66	1.07	Peruvian soles	65,877	123,782
Port investments Chancay (ii)	Common - "B" class	12,234,901	0.50	0.50	0.14	Peruvian soles	526	667
Other investments:								
Other companies	Common	-	-	-	-		5	5
							106,902	153,047

(i) Cementos Polpaico S.A. is engaged in the production and sale of cement and lime. As of December 31, the share price was 7,661 Chilean pesos per share, equivalent to US$8.533 (7,000 Chilean pesos per share, equivalent to US$7.048 as of December 31, 2024). These shares are listed on the Chilean Stock Exchange.

The fair value of this investment has generated an unrealized gain of US$6,901 (unrealized loss of US$8,561 in 2024) and deferred tax expense of US$2,036 (deferred income tax of US$2,525 in 2024).

(ii) Inversiones Portuarias Chancay S.A.A. was established to acquire, develop, and negotiate equity interests or rights in companies engaged in port and logistics activities of any kind, as well as related services.

As of December 31, 2025, the Company, through its Subsidiaries, holds 206,743,063 Class A shares, with a market price of S/1.07 per share (equivalent to US$0.32 per share), and 12,234,901 Class B shares, with a market price of S/0.14 per share (equivalent to US$0.04 per share).

The fair value of this investment has generated an unrealized loss of US$58,047 (unrealized gain of US$92,346 in 2024) and deferred income tax of US$17,124 (deferred tax expense of US$27,242 in 2024).

(b) The financial investments presented in this note correspond to financial assets measured at fair value through other comprehensive income, consisting of equity instruments not held for trading and irrevocably designated as such at initial recognition, in accordance with the accounting policy described in Note 2.4.1(c).

(c) The movement of this item is as follows:

	2025 US$000	2024 US$000
Balance as of January 1,	153,047	37,158
Acquisition of investments (i)	5,000	32,104
Variation in fair value with changes in	-	-
other comprehensive income	(49,354)	83,785
Exchange difference	(1,791)	
Total	106,902	153,047

(i) In 2024, the investments of the Company's Subsidiaries in Inversiones Portuarias Chancay S.A.A., which would receive the asset block split-off from the Company as described in Note 1(e). In 2025, 661 common shares in Cementos Polpaico S.A. were acquired, equivalent to US$5,000.

10 INVESTMENT PROPERTIES (NET)

(a) The movement of investment properties and their corresponding accumulated depreciation for the years ending December 31, 2025 and 2024 is as follows:

	Balances as of January 1, 2025	Additions	Balances as of December 31, 2025
	US$000	US$000	US$000
Cost of:			
Lands	4,578	-	4,578
Buildings	1,548	-	1,548
	6,126	-	6,126
Depreciation of:			
Buildings	1,118	52	1,170
	1,118	52	1,170
Net value	5,008		4,956

	Balances as of January 1, 2024	Additions	Balances as of December 31, 2024
	US$000	US$000	US$000
Cost of:			
Lands	4,578	-	4,578
Buildings	1,548	-	1,548
	6,126	-	6,126
Depreciation of:			
Buildings	1,066	52	1,118
	1,066	52	1,118
Net value	5,060		5,008

(b) The subsidiary Compañía Industrial Limitada de Huacho S.A. owns 10 properties located in Jesús María District, Lima, Peru, which are leased to third parties as administrative offices and/or warehouses. The Company also owns 21 storage units located at Av. Manuel Holguín No. 373, whose future use has not yet been determined.

(c) The depreciation of investment properties is allocated in the consolidated income statement as follows:

	2025	2024
	US$000	US$000
Administrative expenses (Note 23)	52	52
Total	52	52

(d) The fair value of investment properties is determined based on an external appraiser's valuation. The external appraiser uses the comparable market method, whereby a property's fair value is estimated based on comparable transactions. The unit of comparison used by the Company and its subsidiaries is the price per square meter. The fair value measurement presented here is categorized as Level 3.

Designation	As of December 31, 2025		As of December 31, 2024	
	Carrying amount	Fair value	Carrying amount	Fair value
	US$000	US$000	US$000	US$000
Lands	4,578	7,753	4,578	7,747
Building	1,548	332	430	332
	6,126	8,085	5,008	8,079

Minimum ranges and average price per square meter are as follows:

Investment property details	Minimum range US$ per M2	Maximum range US$ per M2	Average US$ per M2
Lands	1,260	3,950	1,848
Buildings	1,300	1,300	1,300

11 PROPERTY, PLANT AND EQUIPMENT (NET)

The net movement of the cost and accumulated depreciation of property, plant and equipment, is as follows:

	Balances as of January 1, 2025	Additions	Sales and/or withdrawals	Transfers
	US$000	US$000	US$000	US$000
Cost of:				
Lands	18,528	791	-	-
Buildings and other facilities	1,173,759	141	-	42,823
Environmental management program infrastructure				
Machinery and equipment	680	-	-	-
Vehicles	178,080	5,287	(1,131)	218
Furniture, fixtures and computer equipment	2,916	345	-	-
Other equipment	8,927	1,047	-	-
Units to be received	444,796	24,089	-	2,434
Cost of:	565	630	-	(143)
Work in progress (a)	101,304	111,473	(2,881)	(51,043)
	1,929,555	143,803	(4,012)	(5,711)
Accumulated depreciation of:				
Buildings and other facilities	740,254	53,288	-	-
Environmental management program infrastructure	680	-	-	-
Machinery and equipment	149,201	11,574	(900)	-
Vehicles	2,586	152	-	-
Furniture, fixtures and computer equipment	7,478	353	-	-
	351,243	18,591	-	-
	1,251,442	83,958	(900)	-
Net value	678,113			

	Balances as of January 1, 2024	Additions	Sales and/or withdrawals	Transfers
	US$000	US$000	US$000	US$000
Cost of:				
Lands	18,995	-	-	-
Buildings and other constructions	1,199,406	569	-	42,247
Environmental management program infrastructure				
Machinery and equipment	680	-	-	-
Vehicles	187,986	3,236	(973)	-
Furniture, fixtures and computer equipment	3,320	-	(404)	-
Other equipment	8,937	40	-	7
Units to be received	430,633	10,285	(317)	5,036
Work in progress (a)	3,244	222	-	(2,901)
Cost of:	86,630	56,400	(286)	(41,330)
	1,939,831	70,752	(1,980)	3,059
Accumulated depreciation of:				
Buildings and other facilities	685,027	76,512	-	-
Environmental management program infrastructure				
Machinery and equipment	680	-	-	-
Vehicles	147,157	13,170	(919)	-
Furniture, fixtures and computer equipment	2,811	152	(377)	-
Other equipment	7,108	421	-	-
	330,330	21,528	(108)	-
	1,173,113	111,783	(1,404)	-
Net value	766,718			

(a) As of December 31, 2025, work in progress is mainly made up of projects that belong to Volcan Compañía Minera S.A.A. for US$70,153 and the subsidiary Compañía Minera Chungar S.A.C. for US$70,230 (as of December 31, 2024, US$52,662 and US$31,209, respectively), as detailed below:

Volcan Compañía Minera S.A.A.

	2025 US$000	2024 US$000
Tailings facility expansion Rumichaca level 4235	29,186	-
Tailings facility expansion Rumichaca level 4233	-	29,981
Tailings facility expansion Rumichaca level 4250	3,831	3,788
Tailings facility - Gavilán filtration - Carahuacra	2,441	2,441
Tailings facility Andaychagua Alto elevation 4415	2,006	2,006
Tailings pond expansion level 4417	1,594	-
50kv transmission line San Cristobal	1,576	415
Expansion Aliviadero wall level 4412	1,321	-
Engineering Expansion Andaychagua tailings pond	1,085	474
Industrial wastewater treatment plant.	965	965
Maintenance workshop level 1320	-	542
Engineering Expansion Andaychagua Alta elevation 4420 elevation tailings pond	828	818
Electrical installations progress	-	498
Construction of electrical substations	-	479
Construction of 3 NVA Ticlio substation.	-	459
Other minor projects	25,320	9,796
	70,153	52,662

Subsidiary Compañía Minera Chungar S.A.C.

	2025 US$000	2024 US$000
Romina project - General infrastructure	12,215	7,031
On-site infrastructure - Romina Tunnel	7,747	681
Romina tailings storage facility	7,421	457
Pumping system Level 390 - system reinforcement Esperanza	7,196	1,874
Construction of Cacray Camp	5,482	5,048
General infrastructure at the Romina site	4,687	-
Romina project - permits, Social & Environmental matters	2,176	1,967
Animón tailings storage facility with filtered tailings	2,044	1,417
Quimacocha Tailings Storage Facility - construction	1,788	-
Romina Concentrator Plant	1,216	-
Emergency pumping system - North Center Huas Creek	1,197	-
Engineering and construction of Rinconada tailings facility	-	2,425
Transmission line of Yanahuin Romina	1,097	1,097
Reinforcement of Animón electrical substations	1,083	1,083
Other minor projects	14,881	8,129
	70,230	31,209

As of December 31, 2025 and 2024, the other subsidiaries have ongoing projects valued at US$18,470 and US$17,472, respectively.

The projects held as of December 31, 2025, are estimated to be completed between 2026 and 2027.

(b) The annual depreciation charge has been distributed as follows:

	2025 US$000	2024 US$000
Cost of sales (Note 22)	81,914	108,424
Administrative expenses (Note 23)	1,160	1,133
Selling expenses (Note 24)	35	66
Other expenses (Note 26)	849	2,160
Total	83,958	111,783

(c) As of December 31, 2025, buildings, machinery and equipment include assets acquired under finance leases with a carrying amount of US$7,462 and US$10,205 respectively (US$7,800 and US$18,805 as of December 31, 2024, respectively).

(d) The Company and its subsidiaries maintain insurance on their principal assets in accordance with policies established by Management.

(e) As of December 31, 2025 and 2024, the cost of property, plant and equipment is presented net of an accumulated impairment of US$335,623 distributed in the categories of buildings and constructions for US$263,245, machinery and equipment and other equipment for US$43,897 and others for US$28,481. The Company's Management and its subsidiaries consider that the provision for impairment of property, plant and equipment recognized is enough to reflect its recoverable amounts up to date.

(f) As of December 31, 2025 and 2024, the Company and its subsidiaries maintain fully depreciated assets for US$149,428 and US$134,921, respectively.

12 RIGHT-OF-USE ASSETS (NET)

The net movement of the cost and accumulated depreciation of the right-of-use assets is as follows:

	Balances as of January 1, 2025 US$000	Additions US$000	Withdrawals US$000	Company dissolution US$000	Balances as of December 31, 2025 US$000
Cost:					
Operating machinery	15,864	-	-	-	15,864
Vehicles	9,950	4,246	-	-	14,196
Properties	170	-	-	-	170
	25,984	4,246	-	-	30,230
Depreciation of:					
Operating machinery	4,871	3,518	-	-	8,389
Vehicles	5,280	3,665	-	-	8,945
Properties	170	-	-	-	170
	10,321	7,183	-	-	17,504
Net value	15,663				12,726

	Balances as of January 1, 2024	Additions	Withdrawals	Company dissolution	Balances as of December 31, 2024
	US$000	US$000	US$000	US$000	US$000
Cost:					
Operating Machinery	13,447	2,417	-	-	15,864
Vehicles	11,029	2,912	(3,897)	(94)	9,950
Properties	170	-	-	-	170
	24,646	5,329	(3,897)	(94)	25,984
Depreciation of:					
Operating Machinery	1,857	3,014	-	-	4,871
Vehicles	4,711	4,412	(3,784)	(59)	5,280
Properties	152	18	-	-	170
	6,720	7,444	(3,784)	(59)	10,321
Net value	17,926				15,663

The annual depreciation charge of the right-of-use assets has been distributed as follows:

	2025	2024
	US$000	US$000
Cost of sales (Note 22)	6,500	6,700
Administrative expenses (Note 23)	47	279
Selling expenses (Note 24)	21	-
Other expenses (Note 26)	615	465
Total	7,183	7,444

13 MINING CONCESSIONS, EXPLORATION AND DEVELOPMENT COSTS AND OTHER ASSETS (NET)

The net movement of the cost and accumulated amortization of mining concessions, development, closure of r

	Balance as of January 1 2025	Additions	Derecognition	Transfers	Chang provisi
	US$000	US$000	US$000	US$000	US$00 (Note 3
Cost of:					
Mining concessions	250,068	-	(890)	487	
Exploration costs	347,530	11,285	-	1,069	
Development costs (a)	1,053,424	83,123	-	3,974	
Closure of mining units	141,537	-	-	-	(
Community rights	21,401	-	-	-	
Other intangible assets	17,898	226	-	181	
	1,831,858	94,634	(890)	5,711	(
Amortization of:					
Mining concessions	210,356	3,840	(650)	-	
Exploration costs	217,906	14,143	-	-	
Development costs (a)	614,939	48,526	-	-	
Closure of mining units	112,510	2,221	-	-	
Community rights	9,712	1,219	-	-	
Other intangible assets	10,207	1,189	-	-	
	1,175,630	71,138	(650)	-	
Net value	656,228				

	Balance as of January 1, 2024	Additions	Derecognition	Transfers	Changes in provisions
	US$000	US$000	US$000	US$000	US$000 (Note 36)
Cost of:					
Mining concessions	260,650	-	(10,343)	-	-
Exploration costs	338,691	8,839	-	-	-
Development costs (a)	896,005	69,145	-	(3,426)	-
Closure of mining units	210,609	-	-	3,437	(72,509)
Community rights	24,645	-	-	-	-
Other intangible assets	20,995	3	-	(3,070)	-
	1,751,595	77,987	(10,343)	(3,059)	(72,509)
Amortization of:					
Mining concessions	205,730	4,865	-	-	-
Exploration costs	201,663	16,243	-	-	-
Development costs (a)	577,179	37,760	-	-	-
Closure of mining units	98,717	13,793	-	-	-
Community rights	8,911	1,545	-	-	-
Other intangible assets	8,745	1,479	-	-	-
	1,100,945	75,685	-	-	-
Net value	650,650				

(a) Development costs:

This item comprises:

	Balance as of January 1, 2025	Additions	Transfers	Recovery of impairment	Balance as of December 31, 2025
	US$000	US$000	US$000	US$000	US$000
Cost of:					
Yauli	575,662	55,682	-	112,528	743,872
Cerro de Pasco	157,420	3,277	3,974	27,871	192,542
Animon	314,084	24,164	-	-	338,248
Vinchos	6,258	-	-	-	6,258
	1,053,424	83,123	3,974	140,399	1,280,920
Accumulated amortization of:					
Yauli	323,605	27,177	-	-	350,782
Cerro de Pasco	108,888	6,693	-	-	115,581
Animon	176,188	14,656	-	-	190,844
Vinchos	6,258	-	-	-	6,258
	614,939	48,526	-	-	663,465
Net cost	438,485				617,455

	Balance as of January 1, 2024	Additions	Transfers	Recovery of impairment	Balance as of December 31, 2024
	US$000	US$000	US$000	US$000	US$000
Cost of:					
Yauli	435,487	53,265	10	86,900	575,662
Cerro de Pasco	156,056		(3,436)	4,800	157,420
Animon	298,204	15,880	-	-	314,084
Vinchos	6,258		-	-	6,258
	896,005	69,145	(3,426)	91,700	1,053,424
Accumulated amortization of:					
Yauli	306,854	16,751	-	-	323,605
Cerro de Pasco	103,383	5,505	-	-	108,888
Animon	160,684	15,504	-	-	176,188
Vinchos	6,258	-	-	-	6,258
	577,179	37,760	-	-	614,939
Net cost	318,826				438,485

(b) The annual amortization charge has been distributed as follows:

	2025 US$000	2024 US$000
Cost of sales (Note 21)	67,845	73,218
Administrative expenses (Note 23)	1,769	2,063
Other expenses (Note 26)	1,524	404
Total	71,138	75,685

(c) As of December 31, 2025, the cost of mining concessions, development costs and other intangible assets is presented net of an accumulated impairment for US$462,260 distributed in the categories of mining concessions for US$45,984, explorations for US$237,045, development costs for US$127,687 and other intangible assets for US$51,544 (as of December 31, 2024 it is presented net of accumulated impairment for US$602,659 distributed in the categories of mining concessions US$45,984, explorations for US$237,045, development costs for US$268,086 and other intangibles for US$51,544).

In 2025, as part of the impairment assessment of certain CGUs, Company's Management determined a provision for impairment recovery of US$140,399, distributed in development costs (Note 27).

In 2024, the Company determined a provision for impairment recovery of US$91,700, distributed in development costs.

14 FINANCIAL OBLIGATIONS

(a) This item comprises:

	2025 US$000	2024 US$000
Bonds	847,107	364,827
Syndicated loan	-	335,830
Loans	25,505	32,114
Total	872,612	732,771
By maturity		
Current	88,561	26,003
Non-current	784,051	706,768

(b) The balance for each type of debt is as follows:

	Nominal amount	Currency	Interest rate	Maturity
	US$000	US$000	US$000	US$000
Bonds (i):				
Tradable bonds	475,000	USD	4.375%	Feb-26
Accrued interest pending maturity				
Transaction cost balance				
Tradable bonds	299,872	USD	8.750%	Jan-30
Accrued interest pending maturity				
Transaction cost balance				
Tradable bonds	750,000	USD	8.500%	Oct-32
Accrued interest pending maturity				
Transaction cost balance				
Syndicated loan (ii)				
Financial institutions	369,371	USD	4% + SOFR 3M	Feb-26
Accrued interest pending maturity				
Transaction cost balance				
Glencore Lima Trading S.A.C.	25,000	USD	4.5% + SOFR 3M	Dec-28
Accrued interest pending maturity				
Glencore International Inc.	30,000	USD	5.5% + SOFR 3M	Jan-25
Accrued interest pending maturity				

The reconciliation between the nominal principal and the carrying amount of the financial obligations is as follows:

	Balances as of December 31,	
	2025	2024
	US$000	US$000
Nominal principal of the debt	878,257	743,581
Accrued interest payable	14,661	17,026
Transaction costs not amortized	(20,306)	(27,836)
	872,612	732,771

(i) It includes pending balances from bond financing that maintain certain restrictions for both the Company and its subsidiaries.

a) Regarding the “4.375% Senior Notes Due 2026” instruments, the main restrictions include:

- Incurring additional debt if, at the time of acquiring debt, the consolidated fixed charge coverage ratio is less than 2.0.
- Limitations on the sale of certain assets

b) With the issuance of the Existing Notes (Note 1(f.2)) “8.750% Senior secured notes Due 2030”:

- Guarantees were granted on most of the Company's assets, including its subsidiaries: Compañía Minera Chungar, Empresa Administradora Cerro, Empresa Minera Paragsha, Compañía Industrial Huacho, Roquel, and Tingo.
- These guarantees were shared, on a pari-passu basis, with the obligations of the syndicated loan agreement, which was prepaid during the fourth quarter of 2025 (See Note 14(b)(ii)).

c) With the issuance of the New Notes (see Note 1(f.2)) “8.50% Senior secured notes Due 2032”, substantially the same limitations described in the preceding paragraph remain in effect, such as the incurrence of additional debt, restricted payments, and asset sales. Furthermore, the guarantees on the assets are also shared on a pari passu basis. However, in accordance with the release clause contained in the issuance of the Existing Notes, their settlement and/or maturity would imply the immediate release of the guarantees and restrictions linked to that issuance, with only those associated with the New Notes remaining in force.

As of December 31, 2025, the Company and its subsidiaries are in compliance with all obligations to act and refrain from acting and with the restrictions established in the current financing agreements. Management periodically monitors compliance with these restrictions and believes there are no material risks of default in the next twelve months.

(ii) On December 29, 2021, the Company and its subsidiaries entered into a syndicated loan agreement administered by Citigroup Global Markets Inc. and Banco Santander S.A. for US$400,000, which was disbursed on January 25, 2022. The loan originally provided for quarterly amortizations and accrued interest at a variable rate equivalent to LIBOR (3M) plus an applicable margin.

In June 2024, the Company made a partial amortization of US$34,286 and, on July 24, 2024, entered into a comprehensive amendment to the agreement (“Amended and Restated Credit Agreement”), which, among other things:

- Extended the final maturity date to July 2029.
- Modified the amortization schedule.
- Established a variable interest rate referenced to SOFR plus an applicable margin.
- Incorporated borrowings (covenants) related to the consolidated total debt to EBITDA ratio and the EBITDA to debt service ratio.
- Granted guarantees on the majority of the Company's assets and certain subsidiaries, shared on a pari passu basis with the “8.750% Senior Secured Notes Due 2030”.

In 2025, the Company continued to meet its contractual obligations in accordance with the existing terms, and in October 2025, with the proceeds from the exchange of the New Notes (see Note 1 (f.2)), the pending balance was fully prepaid, extinguishing all obligations under the syndicated loan agreement.

(iii) As part of the commercial agreements with Glencore Lima Trading S.A.C. and Volcan Compañía Minera S.A.A., additional working capital lines of credit are maintained, which to date have been drawn up to US$25,000. This amount was agreed upon through a Loan Agreement on December 22, 2023, and disbursed during the first quarter of 2024. This debt accrues quarterly interest at a variable rate of SOFR (3M) + 4.5% and is amortized starting in 2026.

On the other hand, on July 12, 2024, Glencore International AG and Volcan Compañía Minera S.A.A. entered into a US$30,000 financing agreement with a six-month term and a variable interest rate of SOFR (3M) + 5.5%. The loan was disbursed on July 22, 2024, and fully repaid by early 2025.

The current loans carry contractual obligations mainly related to the fulfillment of the associated purchase agreement, including the delivery of the ore according to agreed-upon schedules. Failure to meet these obligations could result in the early repayment of the debt. At the end of the period, the Company was in compliance with these contractual obligations.

(c) As of December 31, 2025 and 2024, the reconciliation of cash flow with financial obligations is as follows:

	2025 US$000	2024 US$000
Opening balance	732,771	775,774
Movements not related to cash flows		
Transaction costs recognized in profit or loss (i)	36,096	-
Transaction costs incurred	5,745	3,758
Interest incurred	68,576	63,384
	110,417	67,142
Movements related to cash flows		
Obtaining new debt	750,000	55,000
Transaction costs paid	(34,323)	(20,753)
Paid interest	(70,929)	(60,411)
Capital amortization	(615,324)	(83,981)
	29,424	(110,145)
Final balance	872,612	732,771

(i) It comprises expenses related to the write-off of the Company's and its subsidiaries' financial obligations:

- Partial write-off of the debt “8.750% Senior secured notes Due 2030”: Transaction costs pending amortization of US$8,300 and an exchange premium paid for the New Notes (see Note 1 (f.2)) of US$13,000. Total write-off of the syndicated loan: Transaction costs pending amortization of US$14,000 and an early redemption premium of US$500.

(d) The fair value of the financial obligations is as follows:

	Carrying amount	Fair value
	US$000	US$000
As of December 31, 2025		
Bonds	867,413	890,722
Loans	25,505	28,681
Transaction costs	(20,306)	(20,306)
	872,612	899,097
As of December 31, 2024		
Bonds	377,566	352,000
Syndicated loan	350,927	394,626
Loans	32,114	36,113
Transaction costs	(27,836)	(27,836)
	732,771	754,903

The fair value of the financial obligations has been determined in accordance with the assumptions described in Note 32(c).

(e) Guarantees

The guarantees are shared pari passu between the “8.750% Senior secured notes Due 2030” and the “8.50% Senior secured notes Due 2032” and consist of:

(i) Trust under Peruvian law securing certain balances from the proceeds of the sale of concentrates from Volcan, Chungar, and Cerro de Pasco originating from the trusts of said companies.

(ii) Trust under Peruvian law for guarantee of current or future equity interests in:

a) 100% of the shares owned by Volcan or its subsidiaries in Chungar, Cerro, Paragsha, Roquel, Tingo, Huacho, Toruna and Vinchos;
b) Shares owned by Paragsha in Volcan (11.20% of Class A common shares), in Inversiones Portuarias Chancay S.A.A. (11.20% of Class A common shares) and Cementos Polpaico.
c) 100% of the interest in any newly created or acquired subsidiary and;
d) 100% of the shareholding corresponding to Volcan or its subsidiaries in a future joint venture.

(iii) Mortgages on production units under Peruvian law for the mining units of San Cristóbal Carahuacra, Andaychagua, Ticlio, Mahr Tunnel, Chungar, El Pilar, Huascarán, Vichaycocha, San Sebastian, Cerro and Óxidos. Includes mining concessions, land, plants and assets. Excludes Alpamarca and Romina.

(iv) Mortgages under Peruvian law on real estate owned by the Borrower and Huacho regarding the offices.

15 LEASE LIABILITIES

(a) This item comprises:

	2025 US$000	2024 US$000
Leases with financial institutions (i)	919	4,213
Leases with non-financial suppliers (ii)	8,971	12,777
	9,890	16,990
By maturity		
Current	8,854	14,698
Non-current	1,036	2,292

(i) The Company and its subsidiaries entered into finance lease agreements with Scotiabank S.A.A. with an average term of three years, mainly for the financing of assets used in operations. These agreements accrue interest at the contractually agreed rates (between 6.85% and 7.35%), are amortized monthly, and mature between August 2026 and February 2027. These agreements are secured by the underlying asset itself.

(ii) The Company and its subsidiaries maintain agreements with various suppliers for the rental of pickup trucks to support mining operations and activities. These agreements establish monthly payments over an average contractual term of three years. These contracts are recognized in the consolidated statement of financial position in accordance with the leasing policy (Note 2.11).

(b) As of December 31, 2025 and 2024, the reconciliation of cash flow with financial obligations is as follows:

	2025 US$000	2024 US$000
Opening balance	16,990	29,141
Movements not related to cash flows		
New leases with financial institutions	-	1,464
New leases with suppliers	4,246	5,330
Interest accrued with financial institutions	678	396
Interest accrued with suppliers	117	1,050
	5,041	8,240
Movements related to cash flows		
Interest paid to financial institutions	(678)	(396)
Implicit interest in rental payments	(117)	(1,050)
Paid-in capital of financial leases	(3,292)	(11,123)
Rental payments made (excluding interest)	(8,054)	(7,822)
	(12,141)	(20,391)
Final balance	9,890	16,990

16 TRADE PAYABLES

This item comprises:

	2025 US$000	2024 US$000
Invoices payables (a) (b)	138,256	117,233
Invoices receivables (c)	91,442	59,563
Guarantee funds	14,678	12,915
Total	244,376	189,711

(a) Trade payables mainly arise from the acquisition of materials and supplies for the activities of the Company and its subsidiaries. These trade payables are denominated mainly in U.S. dollars and Peruvian soles, they have current maturity, do not accrue interest and are not secured by guarantees. As of December 31, 2025 and 2024, these payables are current and within the payment periods established by the Company and its subsidiaries, which are between 30 and 90 days.

(b) As of December 31, 2025, the Company and its subsidiaries have borrowings of US$24,979 (US$7,320 as of December 31, 2024), which are related to invoices that suppliers have assigned to financial institutions. These borrowings do not accrue interest and maintain their original due dates agreed upon with the suppliers.

(c) The invoices to be received correspond to the estimated record of the consumption of goods and services for which, as of the date of the consolidated financial statements, the payment vouchers issued by their corresponding suppliers have not been received.

17 OTHER PAYABLES

This item comprises:

	2025 US$000	2024 US$000
Financial liabilities:		
Right of validity and penalties	11,137	12,024
Water use/treatment/discharge	4,632	3,447
Dividends	1,057	953
Provisions for community relations	1,018	535
Others	711	772
	18,555	17,731
Other non-financial liabilities:		
Employee benefits (a)	52,249	45,907
Security contributions and Complementary Occupational Hazard Insurance for Workers (SCTR)	2,214	1,610
Regulatory contributions (Peruvian Environmental Evaluation and Enforcement Agency - OEFA)	1,090	728
Social contributions	892	740
Others	990	348
	57,435	49,333
Total	75,990	67,064

(a) As of December 31, 2025 and 2024, it mainly comprises vacation leave, interest and bonds for workers.

18 TAXES PAYABLE

This item comprises:

	2025 US$000	2024 US$000
Income tax (Note 30 (b) ii)	17,813	16,425
Mining tax	7,700	5,144
Taxes withheld from third parties	1,934	1,258
Total	27,447	22,827

19 PROVISIONS

This item comprises:

	2025 US$000	2024 US$000
Closure of mining units (Note 36)	168,548	180,811
Litigation (a)	31,555	31,990
Community agreements (b)	24,803	19,838
Other provisions	416	5,019
Total	225,322	237,658

(a) The movement of provisions for litigation is as follows:

	2025 US$000	2024 US$000
Opening balance	31,990	32,346
Provision for the year (Note 26)	4,017	3,073
Reversion (Note 25)	(4,452)	(3,429)
Final balance	31,555	31,990

(b) As of December 31, 2025, the nominal value of the provision for obligations to communities is US$36,625 (US$26,561 as of December 31, 2024), which has been valued using the annual discount rate of 5.78% (5.90% in 2024), resulting in a net value of US$24,803 (US$19,838 as of December 31, 2024).

20 EQUITY

(a) Issued share capital

The capital is represented by 1,633,414,553 Class “A” shares, which carry voting rights, and 2,443,157,622 Class “B” shares, which do not carry voting rights but do carry preferential dividend distribution rights, a right that is not cumulative. All common shares are subscribed and paid-in and have a nominal value of S/0.55.

The preferential right to participate in the distribution of cash dividends consists of receiving an additional dividend payment of 5% per share, based solely on the amount of each cash dividend paid on each of the Class “A” common shares. This right is not cumulative if, in any fiscal year, the General Meeting does not declare or pay cash dividends.

The Class “A” and Class “B” common shares, listed on the Lima Stock Exchange, are actively traded on the stock market. Their price was S/0.76 and S/0.740 per share, respectively (S/0.41 and S/0.208 per share, respectively, as of December 31, 2025). As of December 31, 2025, the Class A shares were not traded, and the trading frequency of the Class B shares was 100% (trading frequency of 5% for Class A and 100% for Class B as of December 31, 2024).

As of December 31, 2025 and 2024, the Company’s shareholding structure is as follows:

Percentage of individual interest in share capital	Number of shareholders		Total percentage of interest	
	2025	2024	2025	2024
			%	%
Less than 0.20	12,592	12,391	19.64	20.39
From 0.20 to 1.00	32	24	14.08	11.19
From 1.01 to 5.00	12	14	32.07	41.01
From 5.01 to 10.00	2	1	17.27	5.36
From 10.01 to 20.00	1	1	16.94	22.05
	12,639	12,431	100.00	100.00

On July 3, 2023, the General Shareholders’ Meeting of Volcan Compañía Minera S.A.A. was held, in which Class “A” and Class “B” shareholders participated, and agreed to reduce the Company's share capital by US$227,620 (S/856,080), by decreasing the nominal value of all Class “A” and Class “B” shares issued by the Company, affecting the 4,076,572,175 shares issued by the Company, whose nominal value is reduced from S/0.87 to S/0.66.

As a result of the capital reduction agreement, the Board of Directors agreed to amend Article Five of the bylaws to read as follows:

The Company's subscribed and paid-in capital is S/2,690,537,635.50, represented by 1,633,414,553 Class “A” Common Shares and 2,443,157,622 Class “B” Common Shares with a par value of S/0.66 each.

The split-off took effect on March 4, 2024. As a result of the split-off, the capital decreased by S/443,328 (equivalent to US$132,386).

On May 8, 2024, over-the-counter transfers of 898,832,275 Class “A” common shares of Volcan Compañía Minera S.A.A. were made by Glencore International AG, Blomara Financing Corp., Earthwind International S.A and Sandown Resources S.A. in favor of Transition Metals AG., which is a subsidiary of Integral Capital Business SA too, a company with fiscal address in Panama.

(b) Higher value on acquisition of treasury shares

It comprises the gain or loss obtained from the purchase of treasury shares, which are credited or debited to this account.

As a result of the decrease in the par value of treasury shares (section c), the increased value on acquisition of treasury shares decreases.

(c) Treasury shares

It comprises Company's shares acquired by the Subsidiaries. Of the total shares, 182,994,435 Class “A” common shares and 12,234,901 Class “B” shares, valued at US$34,690 and US$2,320 respectively, are held by the Subsidiary Empresa Minera Paragsha S.A.C; 23,442,345 Class A common shares, valued at US$4,444, are held by the Subsidiary Compañía Minera Chungar S.A.C.; and 306,283 Class “A” common shares, valued at US$57, are held by the Subsidiary Compañía Industrial Limitada de Huacho S.A.

In 2024, treasury shares decreased as a result of the equity block split-off; the nominal value of the shares was reduced from S/0.66 to S/0.55.

(d) Legal reserve

In accordance with Peruvian Corporate Law (“Ley General de Sociedades”), the legal reserve is established by transferring at least 10% of the net income each year, after deducting accumulated losses, up to an amount equivalent to one-fifth of the capital. In the absence of undistributed profits or freely available reserves, the legal reserve must be used to offset losses, but it must be replenished. The legal reserve may be capitalized but shall also be replenished.

(e) Other accumulated comprehensive income

It comprises the unrealized gains (loss) of derivative financial instruments designated as hedging instruments; unrealized gain or loss arises because the price of commodities was agreed upon at a value higher or lower than that of their settlement, or the gain or loss due to the measurement of the fair value of financial investments in equity instruments (Note 9).

21 NET SALES

(a) During 2025 and 2024, revenues mainly include sale of zinc, lead, silver, copper concentrates and silver bars, as follows:

	2025 US$000	2024 US$000
Net sales by concentrate:		
Zinc	603,029	502,200
Lead	233,810	213,836
Silver	134,993	77,913
Copper	92,832	71,295
	1,064,664	865,244
Net sales from silver bars		
Silver bars	132,373	98,327
Net sales from silver slag:		
Silver slag	(385)	1,478
	131,988	99,805
Gain (loss) on:		
Execution of financial instruments (Note 33(a) iii)	(24,209)	(55)
Embedded derivative (Note 33 (b))	8,244	(4,473)
	(15,965)	(4,528)
Total	1,180,687	960,521

(b) We present net sales of concentrates, silver bars, and silver slag to customers by geographic area (excluding the valuation of the embedded derivatives and unrealized profit from hedging instruments):

	2025 US$000	2024 US$000
Peru	656,274	613,460
Europe	84,158	224,301
Asia	456,220	110,099
America	-	17,189
	1,196,652	965,049

(c) Concentration of sales

As of December 31, 2025, the three largest customers accounted for 51% of total sales (52% of total sales in 2024). As of December 31, 2025, 31% of receivables were related to these customers (39% as of December 31, 2024). The Company and its subsidiaries sell concentrates to nationally and internationally recognized companies with whom they have commercial agreements.

(d) Sale commitments

As of December 31, 2025, the Company and its subsidiaries have commitments to third parties for sales of zinc, lead, and copper concentrates of 730,772 metric tons, 110,945 metric tons, and 6,678 metric tons, respectively, through 2029, valued at approximately US$850,986, US$551,160, and US$93,170, respectively. As of December 31, 2024, the Company and its subsidiaries had commitments to third parties for sales of zinc, lead, and copper concentrates of 909,816 metric tons, 118,189 metric tons, and 9,162 metric tons through 2029, valued at approximately US$997,832, US$296,108, and US$42,274, respectively.

As of December 31, 2025, commitments for the sale of doré bars amounting to 160,000 oz valued at US$10,235. As of December 31, 2024, commitments for the sale of doré bars amounting to 1,500,000 oz valued at US$45,275.

22 COST OF SALES

This item comprises:

	2025 US$000	2024 US$000
Concentrates' opening balance (Note 8)	8,909	8,052
Ore's opening balance (Note 8)	5,416	11,956
Third-party services, energy and other	293,291	259,009
Consumption of supplies	128,969	120,978
Manpower	108,510	89,217
Depreciation (Note 11 (b))	79,732	102,935
Amortization (Note 13 (b))	63,007	68,515
Purchase of concentrates and ore	28,112	1,288
Depreciation of right-of-use assets (Note 12)	6,500	6,700
Others	321	2,945
Concentrates' final balance (Note 8)	(16,109)	(8,909)
Ore's final balance (Note 8)	(882)	(5,416)
Subtotal	705,776	657,270
Cost of plant shutdown	24,605	32,126
Depreciation for plant shutdown (Note 11 (b))	2,182	5,489
Amortization for plant shutdown (Note 13 (b))	4,838	4,703
Total	737,401	699,588

23 ADMINISTRATIVE EXPENSES

This item comprises:

	2025 US$000	2024 US$000
Personnel charges	38,954	35,091
Consulting services	30,646	6,414
Insurances	6,041	5,108
Postage and telecommunications and others	4,907	3,052
Validity fees and penalties	3,394	3,620
Amortization (Note 13 (b))	1,769	2,063
Rentals	1,408	1,537
Depreciation (Note 11 (b))	1,160	1,133
Communications and information technology	796	563
Contractor services	544	464
Personnel services	522	192
Depreciation of investment properties (Note 10 (c))	52	52
Depreciation of right-of-use assets (Note 12)	47	279
Others	2,738	2,909
Total	92,978	62,477

24 SELLING EXPENSES

This item comprises:

	2025 US$000	2024 US$000
Freight	19,194	17,991
Sale of concentrates services	7,145	3,701
Samples, analysis and supervision	1,932	1,475
Rentals	1,665	1,658
Personnel expenses	1,459	1,084
Contractor services	1,162	1,034
Other services	961	646
Services from third parties	952	755
Shipping expenses	752	671
Depreciation (Note 11 (b))	35	66
Depreciation of right-of-use assets (Note 12)	21	-
Total	35,278	29,081

25 OTHER INCOME

This item comprises:

	2025 US$000	2024 US$000
Revenue from the sale of other supplies	11,891	7,594
Reversal of provisions for litigation (Note 19)	4,452	3,429
Compensatory interest	4,064	6,618
Revenue from services provided to third parties	3,678	1,808
Rentals	2,316	2,199
Recovery of estimates by communities	1,880	1,625
Revenue from energy sales to third parties	918	8,666
Recovery of impaired accounts receivable (Note 5)	403	185
Recovery of estimate for closure of mining units (a)	371	11,228
Recovery of estimated impairment of supplies (Note 8)	218	947
Insurance compensation	104	136
Disposal of fixed assets	6	389
Revenue from sale of energy companies (Note 1(d.6))	-	90,675
Other income	4,549	9,616
Total	34,850	145,115

(a) In 2025, the Company updated its estimate for the closure of mining units (Note 34) and recognized the effect of changes in other income from non-operating subsidiaries.

26 OTHER EXPENSES

This item comprises:

	2025 US$000	2024 US$000
Expenditure due to closure of mining units and communities	12,693	5,140
Tax administrative penalties	12,296	5,160
Management and consulting services	12,187	802
Cost of sales of other supplies	10,666	7,141
Loss of recognition of pyrite stockpiles	4,754	-
Provisions for litigation (Note 18)	4,017	3,073
Write-off of property, plant and equipment	3,112	576
Contractor services	2,905	2,422
Contribution for OEFA and OSINERGMIN regulations	2,576	1,975
Impairment of receivables (Note 5)	2,095	398
Amortization (Note 13(b))	1,524	404
Depreciation (Note 11(b))	849	2,160
Cost of third-party service	622	4,663
Depreciation of right-of-use assets (Note 12)	615	465
Cost of energy sales	298	2,979
Rentals	198	595
Impairment of other receivables (Note 6)	115	294
Provision for impairment of supplies (Note 8)	27	599
Disposal by sale of energy companies (Note 1(d.6))	-	69,785
Other expenses	15,562	7,049
Total	87,111	115,680

27 RECOVERY OF PROVISION FOR IMPAIRMENT OF LONG-LIVED ASSETS

The Company and its subsidiaries, in application of International Accounting Standard 36 “Impairment of Assets”, updated their assessment of the recoverable amount of long-lived assets.

(a) Identification of Cash-Generating Units (CGUs)

The Company and its mining subsidiaries have defined their operating mining units as their respective CGUs, and for the energy subsidiary, they have defined their operating hydroelectric plant as their CGUs. Accordingly, the impact of a further impairment loss or a recovery of accumulated impairment losses would be allocated first to the "Development Costs" of these operating mining units and, subsequently, to their hydroelectric plant.

(b) Estimation of the recoverable amount and reversal of the impairment provision

As of December 31, 2025 and 2024, Management identified indicators that the impairment loss recognized in prior periods may have decreased in its mining units belonging to Volcan Cía. Minera S.A.A. and Empresa Administradora Cerro S.A.C. Consequently, it was determined that the recoverable amount of these mining units exceeded their carrying amount, and a reversal of the accumulated impairment loss was recognized as follows:

	2025 US$000	2024 US$000
Cash-generating units:		
Volcan	112,528	86,900
Cerro	27,871	4,800
Total	140,399	91,700

As described in Note 27(a), the recognition of this recovery would be recognized in the unit of account of “Mining concessions, development and other intangible assets (net)” (Note 13) within “Development Cost” (Note 13(a)).

The Company and its subsidiaries assessed and concluded that there is no impairment loss for the remaining CGUs as a result of the analysis of the recoverable amount based on their value in use.

(c) Key assumptions for determining the recoverable amount

The determination of value in use is more sensitive to the following key assumptions:

- Prices of metals (Zn, Pb, Cu, Ag)
- Production volumes
- Discount rates

Therefore, to calculate the value in use, cash flows were projected over the life of the assets representing each CGU, taking into account the international price of metals (affected by trade terms), production volumes (based on proven and probable resources and reserves (R&R)), costs and investments in accordance with the estimated level of production, and discount rates.

As of December 31, 2025 and 2024, the applicable discount rates for after-tax cash flows of the CGUs linked to operating mining units and hydroelectric plants were 7.27% and 9.86%, respectively. In each case, the time horizon of the flows is related to the useful life of the CGU's representative assets. For the mining units, the estimated timeframe is from 2026 to 2047; while for the hydroelectric plants, it is from 2026 to 2053.

The recovery of the impairment provision at Volcan Cía. Minera S.A.A. and Empresa Administradora Cerro S.A.C. resulted from the increase in the price of metals, higher production volumes and a decrease in the discount rate.

Level 3 valuation techniques were used to determine the discounted value for both periods.

(d) Impact of possible changes in the key assumptions of asset impairment recovery

The impairment estimate is highly sensitive to the key assumptions described above. A change in the outlook for these assumptions could lead to additional significant impairments or impairment reversals. As of December 31, 2025, the effects of changes to these assumptions in isolation, with all other variables held constant, are explained below.

(i) *Sensitivity of estimated prices*

If the price of minerals used to calculate the value in use for the CGU (Cash-Generating Unit) had been 5% lower or higher than Management's estimates, the Company and its subsidiaries would have had to recognize a lower or higher reversal of impairment of (US$374) or US$372, respectively. A 5% reduction or increase in the price of minerals is reasonably possible due to the volatility of commodity prices on the international market.

(ii) *Sensitivity in production volume*

If the production volume used in calculating the value in use for the CGU had been 5% lower or higher than Management's estimates, the Company and its subsidiaries would have had to recognize a lower or higher impairment reversal of (US$660) or US$664, respectively. A 5% reduction in production volume is reasonably possible due to various operational circumstances that could arise in the event of environmental and social contingencies.

(iii) *Sensitivity to fluctuations in the discount rate*

If the after-tax discount rate applied to this CGU's cash flow projections had been 1% higher or lower than Management's estimates, the Company and its subsidiaries would have to recognize a lower or higher impairment reversal of (US$1,488) or US$1,771.

Management considers that the changes described above represent reasonably possible variations in the key assumptions as of the date of the consolidated financial statements. Additional adverse changes or combinations of variations in assumptions could require the recognition of a lower recovery of the accumulated impairment of the CGU's assets in future periods.

28 FINANCIAL INCOME

This item comprises:

	2025 US$000	2024 US$000
Interest on loans made	3,764	3,597
Other financial income	761	721
Total	4,525	4,318

29 FINANCIAL EXPENSES

This item comprises:

	2025 US$000	2024 US$000
Interest of financial obligations	68,576	63,384
Transaction costs recognized in profit or loss (Note 14 (c))	36,096	-
Effect of updating the present value of closing mining units (Note 36)	9,968	4,854
Amortized cost of financial obligations	5,745	3,758
Commissions for performance bonds	2,446	1,553
Factoring interest	1,712	3,797
Effect of updating the present value of communities	959	372
Interest on lease liabilities	795	1,446
Commissions and other expenses	741	42
Total	127,038	79,206

30 INCOME TAX

(a) The income tax, presented in the consolidated statement of income, is composed as follows:

	2025 US$000	2024 US$000
Income tax		
Current	45,940	30,647
Deferred (b)	6,141	32,125
	52,081	62,772
Mining tax (c)	2,208	5,266
Mining royalties (c)	22,264	10,510
Contribution to the mining pension fund (d)	815	511
Total	77,368	79,059

(b) The Company and its subsidiaries recognize the effects of temporary differences between the accounting b
according to the items that gave rise to it, is as follows:

		Additions (deductions)				
	Balance as of January 1, 2024	Statement of income	Other comprehensive income	Sale (Huanchor)	Sale (Rio Baños)	Volcan-IPCH spin-off
	US$000	US$000	US$000	US$000	US$000	US$000
Deferred assets						
Depreciation expense of property, plant and equipment (net)	43,185	2,598	-	-	-	-
Mining, exploration, development and clearing costs	46	-	-	(46)	-	-
Provision for closure of mining units	60,670	(21,707)	-	-	-	-
Lease liability	4,355	(835)	-	(15)	-	-
Provisions for contingencies	9,153	(81)	-	(2)	(3)	-
Provision for impairment of inventories	2,271	25	-	(103)	-	-
Recoverable tax loss	23,760	5,110	-	(2,249)	-	-
Embedded derivatives and sales adjustment	-	814	-	-	-	-
Fair value of shares of Cementos Polpaico S.A. (Note 9)	7,450	-	2,525	-	-	-
Fair value of IFD - coverages (PAT)	-	-	-	-	-	-
Fair value of IFD - coverages PL	-	-	-	-	-	-
Provisions of community agreements	6,265	(310)	-	(3)	(748)	-
Outstanding vacation pay	1,757	(170)	-	(8)	-	-
Provision for doubtful accounts	1,478	(1,311)	-	-	-	-
Subcapitalization - interest	4,998	(4,998)	-	-	-	-
Other expenses Mahr Tunnel tailings dam	-	1,199	-	-	-	-
Alpamarca mineral value adjustment	-	869	-	-	-	-
Effect of translation to U.S. dollars	-	-	-	-	-	-
Penalties - Validity Law	-	-	-	-	-	-
Others	2,970	1,787	-	(7)	(3)	-
Total	168,358	(17,010)	2,525	(2,433)	(754)	-
Deferred liabilities						
Utilization of amortization benefits from mining rights and concessions, cost of exploration, development and clearing	(185,882)	(8,559)	-	-	738	-
Utilization of depreciation benefits of property, plant and equipment (net)	(10,632)	330	-	41	8,490	-
Effect of shifting tax benefits to U.S. dollars	(42,348)	(409)	-	1,077	221	-
Fair value of the instruments	(52)	-	(228)	-	-	-
Stockpile valuation	(1,608)	80	-	-	-	-
Fair value adjustment of investments in associates	(4,840)	(200)	-	-	-	5,040
Embedded derivatives	(403)	403	-	-	-	-
Debt structuring costs - borrowings Bonds	(677)	(3,081)	-	-	-	-
Debt structuring costs - Syndicated financial obligations	(599)	(3,855)	-	-	-	-
Fair value of shares of Inversiones Portuarias Chancay S.A.A. (Note 9)	-	-	(27,242)	-	-	-
Others	(176)	176	-	-	-	-
Total	(247,217)	(15,115)	(27,470)	1,118	9,449	5,040
Net assets (liabilities)	(78,859)	(32,125)	(24,945)	(1,315)	8,695	5,040

Management considers that there is reasonable certainty regarding the recoverability of the deferred income tax asset related to the tax loss of the subsidiary Compañía Minera Chungar S.A.C. The Company and the subsidiaries Compañía Minera Chungar S.A.C. and Empresa Administradora Cerro S.A.C. opted for system (b) and the other subsidiaries opted for system (a) of loss offsetting (see section e) v) and the business plan.

As of December 31, 2025, the subsidiary Compañía Minera Chungar S.A.C. has tax losses of US$115,079, equivalent to S/387,586 (US$90,035 as of December 31, 2024, equivalent to S/339,434). The Company has recorded the related deferred tax assets of US$33,948 (US$26,560 as of December 31, 2024).

(i) Reconciliation of the effective income tax rate with the tax rate

In 2025 and 2024, the effective corporate income tax rate differs from the tax rate. The nature of this difference is due to certain items related to tax gains, the effects of which are summarized below:

	2025	Percentage	2024	Percentage
	US$000	%	US$000	%
Profit (loss) before income tax	282,789	100.00	216,192	100.00
Income taxes according to tax rate	83,423	29.50	63,777	29.50
Deferred tax not recognized due to tax losses	(11,878)	(4.20)	(7,745)	(3.58)
Adjustment of income tax for prior periods	(2,210)	(0.78)	15	0.01
Conversion effect of non-financial assets	(16,957)	(6.00)	5,420	2.51
Deferred assets not recognized due to lack of recoverability	(8,832)	(3.12)	2,552	1.18
Tax effects on non-deductible expenses and other minor expenses	8,535	3.02	(1,247)	(0.58)
Mining taxes	25,287	8.94	16,287	7.53
Income tax expense and tax rate applicable to accounting profit	77,368	27.36	79,059	36.57

(ii) Income tax payable

The Company and its subsidiaries maintain a credit balance with SUNAT of US$18,354 as of December 31, 2025 (US$16,425 as of December 2024) (Note 18).

(c) Mining royalties and special mining tax

On September 28, 2011, pursuant to Law No. 29788, the Mining Royalty Law (Law No. 28258) was amended, establishing that all companies that do not have a specific regime in place must calculate mining royalties based on operating income. The applicable tax rates range from 1% to 12%, depending on operating margin. In no case may royalties be lower than 1% of quarterly sales. The amount paid qualifies as an accepted deduction for the calculation of income tax. Mining companies in the sector are required to file the quarterly tax return and make payments in local currency in the last 12 business days of the second month following the end of the quarter.

Likewise, Law No. 29789 establishes the Special Mining Tax, which is levied on operating profit and does not apply to companies that have entered into a Tax Stability Agreement with the Peruvian government.

(d) Contribution to the mining retirement fund

This contribution corresponds to 0.5% of the annual pre-tax income of mining, metallurgical and steel companies, and is intended to provide a complementary payment, in addition to retirement, disability and survival pensions for mining, metallurgical and steel workers, in accordance with Law No. 29741 and which has been effective since fiscal year 2012.

The resources of the Complementary Mining, Metallurgical and Steel Retirement Fund ("Fondo Complementario de Jubilación Minera, Metalúrgica y Siderúrgica" - FCJMMS) are administered by the Consolidated Pension Reserve Fund ("Fondo Consolidado de Reservas Previsionales" - FCR) established by Legislative Decree No. 817, Law of the Pension Regime in charge of the Peruvian government.

SUNAT administers the contributions to the FCJMMS, which are transferred to the FCR to integrate the FCJMMS. The collection of contributions from applicants is carried out at the Service Centers of the Office for Pension Standarization ("Oficina de Normalización Previsional" - ONP).

(e) Tax situation

(i) Current tax framework

The Company and its subsidiaries are subject to the Peruvian tax regime. The corporate income tax rate applicable to the company for 2025 is 29.5%.

The last paragraph of Article 52-A of the Peruvian Income Tax Law (hereinafter ITL) states that companies that distribute dividends and any other form of profit distribution to domiciled individuals referred to in subsection i) of Article 24 of the ITL, are taxed at a rate of five percent (5%).

Article 54 establishes that individuals not domiciled in the country will be subject to a withholding of five percent (5%) for their income from Peruvian sources, such as dividends and other forms of profit distribution, except those indicated in subsection f) of Article 10 of the Peruvian Income Tax Law.

Article 56, paragraph e), establishes that the tax on legal entities not domiciled in the country will be determined by applying a rate of five percent (5%) when it comes to the dividend distribution and other forms of profit distribution received from legal entities. However, any sum or payment in kind that constitutes taxable income in the corporate income representing an indirect disposition of income not subject to subsequent tax control, including sums charged to undeclared expenses and income (presumed dividends), are subject to the income tax rate of 5% payable by the company in 2025.

Management and its subsidiaries consider that, as a result of the application of these rules, no significant contingencies will arise for the Company and its subsidiaries as of December 31, 2025.

(ii) Years open to tax review

The Peruvian tax authorities have the right to review and, if necessary, amend the income tax determined by the Company and its subsidiaries in the last four years from January 1 of the year following the date of filing the corresponding tax return (years subject to examination).

Income tax returns from 2021 to 2025 and value added tax returns from December 2021 to December 2025 are subject to review by the Peruvian tax authorities. Currently, the Peruvian tax authorities has initiated an audit process of the income tax corresponding to the 2024 fiscal year of the Company.

Since discrepancies may arise over the interpretation of the tax laws by Peruvian tax authorities, it is currently not possible to determine whether these reviews will result in additional liabilities for the Company and its Subsidiaries. Any additional tax, penalties and interest will be recognized in the results of the period when such differences of opinion with the Peruvian tax authorities are resolved. The Company and its Subsidiaries consider that no significant liabilities will arise as a result of these eventual tax examinations.

(iii) Transfer pricing

In order to determine income tax, the following new standards have been established:

- Comparable uncontrolled price (CUP) for commodities: it is confirmed that, for import or export of commodities, the market value will be provided by quotation (it was previously established for operations with intermediaries or from, through or to tax havens). The detail of this standard is included in the regulations.

- New formal obligations: the Technical Transfer Pricing Study is no longer submitted and new tax returns are included:

Tax return	Minimum Annual Income (in thousand)	Assumption	Content	Effective from
Local file	S/11,485 (US3,152)	Operations with Related parties	Transactions that give rise to taxable income or deductible expense.	2018
Master file	S/103,000 (US27,408)	Taxpayers that are part of a Group	Organizational structure business description, transfer pricing policies financial and tax position.	2018
Country-by-country report	Not applicable	Taxpayers that are part of a multinational Group	Global revenue distribution, paid taxes, and activities of each entity of the multinational Group.	2019

The Company and its subsidiaries have complied with the submission to the Peruvian tax authorities of the local, master and country-by-country transfer pricing report corresponding to the 2024 period, and are preparing the respective reports for 2025.

Based on the analysis of the Company's operations, Management and its legal advisors consider that no significant liabilities will arise for the consolidated financial statements as of December 31, 2025 and 2024, regarding transfer pricing.

(iv) Significant amendments to the income tax in Peru

After December 31, 2025, there have been no significant changes to the income tax regime in Peru that would have effects on these consolidated financial statements. The standards and interpretations effective as of December 31, 2025 have been considered by Management in the preparation of the consolidated financial statements.

The main changes applicable from 2025 onwards are presented below:

Interest and capital gains from repo transactions and the disposal of Exchange Traded Fund Units (ETFs).

Under Law No. 32218, enacted on December 29, 2024, it was established that interest and capital gains from repo transactions and from the sale of Exchange Traded Fund Units (ETFs) are exempt from income tax, provided that the underlying assets are instruments issued by the Republic of Peru. These include Treasury bills issued by the Republic of Peru and Bonds and other debt securities issued by the Republic of Peru under the Market Makers Program or any mechanism that replaces it, or in the international market from 2003 onwards.

Accelerated depreciation of fixed assets used in the activity of electricity generation using water resources and other renewable resources

Pursuant to Law No. 32217, enacted on December 29, 2024, the tax benefit of accelerated depreciation aimed at promoting investment in electricity generation activities using water resources and other renewable resources was extended until December 31, 2030.

This benefit consists of accelerated depreciation applicable to machinery, equipment and civil works necessary for the installation and operation of power plants that generate electricity using water resources and other renewable resources, which will have a maximum annual depreciation rate of 20% as an overall annual rate.

Advance Pricing Agreements (APAs) and other valuation methods:

- Legislative Decree 1663, enacted on September 24, 2024, amends paragraph 7 of Article 32 A of the Peruvian Income Tax Law, which allows the application of other valuation methods when it is not possible to apply the other six, provided that such methods comply with the new conditions and rules set forth in the Peruvian Income Tax Law.
- Legislative Decree 1662, enacted on September 24, 2024, allows for the retroactive application of advance pricing agreements (rollback), provided that it is verified that the relevant facts and circumstances of those fiscal years are the same as those covered by the advance pricing agreements and that SUNAT's action to determine the income tax liability under transfer pricing rules with respect to those transactions has not expired.

(v) Tax loss

In accordance with Legislative Decree No. 945 and as indicated by Law No. 27513, the carryforward of tax losses occurs according to one of the following systems:

System a): the total net third-category tax loss from Peruvian source income generated in a taxable year may be offset year by year, until fully utilized against net third-category income earned in the four consecutive fiscal years immediately following the year in which the loss was generated. Any balance that remains offset after this period may not be carried forward to subsequent years.

System b): the total net third-category tax loss from Peruvian source income generated in a taxable year may be offset year by year until fully utilized, up to 50% of the net third-category income obtained in the immediately following fiscal years.

Company's Management and the subsidiaries Compañía Minera Chungar S.A.C. and Empresa Administradora Cerro S.A.C. have elected system b), while the other subsidiaries have elected system a) for the carryforward of tax losses.

31 BASIC AND DILUTED EARNING PER SHARE

Earnings per share are calculated by dividing the consolidated net income attributable to common shareholders by the weighted average number of common shares outstanding at the date of the consolidated statement of financial position:

	2025 US$000	2024 US$000
Net profit	205,421	137,133
Average common shares - Thousands of units	3,857,594	3,857,594
Net income for the year per basic and diluted share	0.053	0.036

As of December 31, 2025 and 2024, no diluted earning (loss) per common share has been calculated because there are no dilutive common or investment shares, such as financial instruments and other contracts that entitle the holder to obtain common or investment shares, and it is the same as the basic earnings per share.

32 FINANCIAL RISK MANAGEMENT

(a) Categories of financial instruments

The financial assets and liabilities of the Company and its subsidiaries consist of:

	2025 US$000	2024 US$000
Financial assets:		
Cash and cash equivalents	334,671	155,834
Amortized cost		
Other receivables (net)	10,642	12,342
Fair value through profit or loss		
Trade receivables (net)	25,738	33,477
Fair value through other comprehensive income		
Financial investments	106,902	153,047
Derivatives designated as hedging instruments	-	948
	106,902	153,995
Total	477,953	355,648
Financial liabilities:		
Amortized cost		
Borrowings	872,612	732,771
Lease liabilities	9,890	16,990
Trade payables	244,376	189,711
Other payables	18,555	17,731
	1,145,433	957,203
Fair value through other comprehensive income		
Settled derivatives pending payment	9,563	-
Derivatives pending settlement	126,503	-
Derivatives designated as hedging instruments	136,066	-
Total	1,281,499	957,203

(b) Financial risks

During the normal course of operations, the Company and its subsidiaries are exposed to a variety of financial risks. The Company's and its subsidiaries' risk management program focuses primarily on financial markets and seeks to minimize potential adverse effects on the Company's and its subsidiaries' financial performance. The Finance Department is responsible for risk management, which includes identifying, assessing, and mitigating financial risks.

In 2025, the Company and its subsidiaries entered into contracts that include derivative financial instruments (swap and collar contracts) in order to reduce the risk to cash flows attributable to the fluctuation of the price of minerals they trade, ensuring future flows from their sales, as well as the treatment costs that are affecting escalators who increase them in rising price scenarios

(i) Market risk

(a) Exchange rate risk

The Company and its Subsidiaries primarily conduct their sales in U.S. dollars, which allows them to meet their obligations in that currency. Exchange rate risk arises mainly from balances held in Peruvian soles.

As of December 31, 2025, the balances of financial assets and liabilities denominated in foreign currency correspond to balances in Peruvian soles, are expressed in U.S. dollars at the buying and selling exchange rate published by the Peruvian banking regulator ("Superintendencia de Banca, Seguros y AFP" - SBS) in effect on that date, which were US$0.298 and US$0.297 per S/1.00, respectively (US$0.266 and US$0.265 per S/1.00, respectively as of December 31, 2024), and are summarized as follows:

	2025 S/000	2024 S/000
Assets		
Cash and cash equivalents	72,774	194,403
Other receivables (net)	127,690	127,690
Total assets	200,464	322,093
Liabilities		
Trade payables	(142,232)	(120,572)
Other payables	(65,680)	(65,317)
Total liabilities	(207,912)	(185,889)
Net assets (liabilities)	(7,448)	136,204

In 2025, the Company and its subsidiaries recorded a net foreign exchange gain of US$2,134 (net gain of US$570 in 2024).

Management considers a 5% sensitivity rate variation in the exchange rate risk assessment reasonable for its analysis. The sensitivity analysis presented below assumes a devaluation and revaluation of the Peruvian sol (S/) equivalent to the aforementioned rate, applied exclusively to the asset and liability balances previously reflected, while considering all other variables constant in the consolidated statement of income before income tax:

	Changes in exchange rates	Effect on pre-tax profit or loss (Debit) Credit	
		2025	2024
		US$000	US$000
Revaluation	5%	(111)	(1,806)
Devaluation	(5%)	111	1,806

(b) Price risk

The Company and its subsidiaries are exposed to commercial risks arising from changes in mineral market prices. In order to hedge the risk resulting from a decline in metal prices, Management enters into derivative financial instruments (Note 33 (b)).

For the control and monitoring of hedging activities, Management approved the "Metal Price Hedging Policy", which is implemented and monitored in conjunction with the Financial Risk Management Policy. Management also has established a Hedging Committee whose objective is to mitigate the risks associated with fluctuations and volatility in the prices of the metals it produces.

As of December 31, 2025 and 2024, if the average selling prices of the main payable metals contained in ore concentrates are increased (or decreased) by 10%, with all other variables remaining constant, the profit or loss before income tax of the Company and its subsidiaries would change, as follows:

Description	Effect on profit (loss) before income tax (Debit) credit			
	Zinc	Lead	Copper	Silver
	US$000	US$000	US$000	US$000
2025				
Increase in international price	60,303	23,381	9,283	13,499
Decrease in international price	(60,303)	(23,381)	(9,283)	(13,499)
2024				
Increase in international price	50,220	21,384	7,130	7,191
Decrease in international price	(50,220)	(21,384)	(7,130)	(7,191)

(ii) Interest rate risk

The Company and its subsidiaries hold significant assets placed with first-tier financial institutions that accrue interest at prevailing market rates; the Company’s and its subsidiaries’ operating income and operating cash flows are independent of changes in market interest rates.

Interest rate risk is managed by the Management of the Company and its subsidiaries through a policy that considers obtaining financing at fixed and variable interest rates. The Company's and its subsidiaries' exposure to market interest rate risk mainly relates to long-term borrowings with variable interest rates.

Management considers that the risk of fluctuations in the fair value of interest rates is not significant because the interest rates on its financing agreements do not differ significantly from market interest rates for similar financial instruments.

Interest rate sensitivity

If we assess the sensitivity to a reasonably possible change in interest rates of 5% on the debt portion, with all other variables held constant, the Company's profit before income tax would be affected as shown below:

	Changes in variable interest rate	Effect on profit or loss before income tax (Debit) Credit	
		2025	2024
		US$000	US$000
Revaluation	5%	156	299
Devaluation	(5%)	(158)	(299)

The assumed movement in basis points related to the interest rate sensitivity analysis is based on the current market environment.

(iii) Credit risk

Credit risk of the Company and its subsidiaries arises from the inability of debtors to meet their obligations. Accordingly, Management establishes conservative credit policies and constantly evaluates the market conditions in which its debtors operate, using risk rating reports for commercial and credit transactions.

Financial assets (excluding cash and cash equivalents and financial investments) of the Company and its subsidiaries are maturity.

Trade receivables are denominated in U.S. dollars and expire on the date the payment document is issued, with payment typically made within the days following their maturity.

Company's Management considers the credit history of its customers and their ability to pay and performs an individual assessment of receivables considered at risk of collection in order to determine the expected credit loss for uncollectible accounts, concluding that no additional provisions for doubtful accounts are required.

The credit quality of cash and cash equivalents (excluding cash on hand, petty cash funds and funds subject to restriction) is presented below:

	Rating	2025	2024
		US$000	US$000
Scotiabank	A+	202,961	37,195
Banco BBVA Perú	A+	76	4
Banco de Crédito del Perú	A+	1	8
Latin American Equity S.A.	A	70,905	15,000
Banco Safra National	A	19,748	-
Banco Santander	A	14,358	-
Bancos de la Nación	A	13,389	44,350
Citibank	A	1,011	3,487
Interbank	A	72	46,689
Banco Interamericano de Finanzas	A	50	45
		322,571	146,778

(iv) Liquidity risk

Management takes a prudent approach to liquidity risk and seeks to maintain sufficient cash and cash equivalents, as well as the ability to secure committed financing through various sources of credit.

As of December 31, 2025 and 2024, the Company and its subsidiaries report negative working capital of US$90,758 and US$24,571, respectively. The increase in negative working capital is mainly due to the upcoming maturity of corporate bonds that were not refinanced under the syndicated loan and the Existing Long-Term Notes (Note 1 (f.2)). As of December 31, 2024, the balance of short-term debt was US$26,003 and as of December 31, 2025 it was US$88,561, which includes principal and accrued interest payable at maturity of the corporate bonds "4.375% Senior Notes Due 2026".

The Company generates significant net cash flows from operating activities (US$404,676 in 2025 and US$299,510 in 2024). Management considers that these cash flows will allow the Company and its subsidiaries to adequately manage their short-term borrowings.

The following table presents an analysis of the borrowings of the Company and its subsidiaries by maturity (including interest payable at those maturities), as of the date of the consolidated statement of financial position:

	Less than 1 year	Between 1 and 2 years	Between 2 and 10 years	Total
	US$000	US$000	US$000	US$000
As of December 31, 2025:				
Borrowings	147,356	77,236	1,122,142	1,346,734
Lease liabilities	3,230	1,207	-	4,437
Trade payables	244,376	-	-	244,376
Other payables	18,555	-	-	18,555
Derivative financial instruments	136,066	-	-	136,066
Total	549,583	78,443	1,122,142	1,750,168
As of December 31, 2024:				
Borrowings	95,933	229,712	684,847	1,010,492
Lease liabilities	11,853	4,121	317	16,291
Trade payables	189,711	-	-	189,711
Other payables	17,731	-	-	17,731
Total	315,228	233,833	685,164	1,234,225

(v) Capital risk management

The objective is to safeguard the ability of the Company and its subsidiaries to continue as a going concern in order to provide returns to shareholders and benefits to other shareholders, while maintaining an optimal capital structure that reduces the cost of capital.

Management manages its capital structure and makes adjustments to address changes in market economic conditions. To maintain or adjust the capital structure, the Company may adjust dividend payment to shareholders, return capital to its shareholders or issue new shares. There were no changes in the objectives, policies or procedures during 2025 and 2024.

The gearing ratio was as follows:

	2025 US$000	2024 US$000
Financial obligations	872,612	732,771
Lease liabilities with financial institutions	919	4,213
	873,531	736,984
Cash and cash equivalents	(334,671)	(155,834)
Total net debt	538,860	581,150
Total equity	530,471	449,698
Net debt ratio	1.02	1.29

(c) Fair value estimation

Fair value is defined as the amount for which an asset could be exchanged or a settled liability between knowledgeable and willing parties in an arm's length transaction, assuming the entity is a going concern.

A comparison between the carrying amounts and fair values of the financial instruments of the Company and its subsidiaries presented in the consolidated statement of financial position:

	As of December 31, 2025		As of December 31, 2024	
Category of financial instruments	Carrying amount US$000	Fair value US$000	Carrying amount US$000	Fair value US$000
Financial assets not measured at fair value				
Cash and cash equivalents	334,671	334,671	155,834	155,834
Amortized cost				
Other receivables (net)	10,642	10,642	12,342	12,342
Financial assets measured at fair value (ii)				
Fair value through profit or loss				
Trade receivables (net)	25,738	25,738	33,477	33,477
Fair value through other comprehensive income				
Financial investments	106,902	106,902	153,047	153,047
Derivatives designated as hedging instruments	-	-	948	948
	106,902	106,902	153,995	153,995
Total financial assets	477,953	477,953	355,648	355,648
Financial liabilities not measured at fair value				
Amortized cost				
Financial obligations	872,612	919,403	732,771	782,739
Lease liabilities	9,890	9,890	16,990	16,990
Trade payables	244,376	244,376	189,711	189,711
Other payables	18,555	18,555	17,731	17,731
	1,145,433	1,192,224	957,203	1,007,171
Financial liabilities measured at fair value (ii)				
Fair value through other comprehensive income				
Settled derivatives outstanding	9,563	9,563	-	-
Derivatives to be settled	126,503	126,503	-	-
Derivatives designated as hedging instruments	136,066	136,066	-	-
Total financial liabilities	1,281,499	1,328,290	957,203	1,007,171

For purposes of the consolidated financial statements, fair value measures are categorized into three levels (1, 2 or 3), depending on the extent to which the information for fair value measurements is observable, and the significance of those inputs to the fair value measurement as a whole, as described below:

- Level 1: Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company can access at the measurement date.
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3: Inputs for the asset or liability that are not based on observable market data.

The fair value hierarchy for each category of financial instruments will be presented in the following section.

(i) Financial instruments not measured at fair value

The financial instruments carried at amortized cost or whose carrying amount approximates fair value, as well as their level within the estimated fair value hierarchy are as follows:

		Measurement at fair value using		
Categories of financial instruments	**Total**	**Prices quoted on active markets (Level 1)**	**Significant observable inputs (Level 2)**	**Significant unobservable inputs**
	US$000	**US$000**	**US$000**	**US$000**
As of December 31, 2025				
Financial assets				
Cash and cash equivalents	334,671	334,671	-	-
Amortized cost				
Other receivables (net)	10,642	10,642	-	-
Total	345,313	345,313	-	-
Financial liabilities				
Amortized cost				
Financial obligations	919,403	890,722	28,681	-
Lease liabilities	9,890	9,890	-	-
Trade payables	244,376	244,376	-	-
Other payables	18,555	18,555	-	-
Total	1,192,224	1,163,543	28,681	-
As of December 31, 2024				
Financial assets				
Cash and cash equivalents	155,834	155,834	-	-
Amortized cost				
Other receivables (net)	12,342	12,342	-	-
Total	168,176	168,176	-	-
Financial liabilities				
Amortized cost				
Financial obligations	782,739	352,000	430,739	-
Lease liabilities	16,990	16,990	-	-
Trade payables	189,711	189,711	-	-
Other payables	17,731	17,731	-	-
Total	1,007,171	576,432	430,739	-

Level 1

Financial instruments whose fair value is similar to their carrying amount:

- The carrying amount of cash and cash equivalents does not represent a significant credit or interest rate risk; therefore, their carrying amount approximates their fair value.

- Other receivables, since they are net of their provision for doubtful accounts, settled in cash and with short-term maturities. Company's Management and its subsidiaries considered that their fair values are not significantly different from their carrying amounts.

- Trade payables and other payables, due to their short-term maturities, Company's and its subsidiaries estimates that their carrying amounts approximate their fair values.

Financial instruments at fixed interest rates:

- Lease liabilities measured at discounted value at a contractual interest rate or at an implicit interest rate reflect an approximation of their fair values, in Management's opinion, since the future installments to be amortized over the long term are not significant.

- The fair values of financial obligations that bear fixed interest rates and are measured at amortized cost (corporate bonds (Note 14 (b)) are determined using quoted prices of the issuance in the international market at the reporting date, obtained from recognized information providers (Bloomberg).

Level 2

Financial instruments at variable interest rates:

- The fair values of financial obligations bearing variable interest rates measured at amortized cost are determined by comparing the market interest rates at the time of their recognition with the current market rates applicable to similar financial instruments.

There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the period, nor were there transfers to or from Level 3 during the period.

(ii) Financial instruments measured at fair value

The financial instruments measured at fair value, as well as the level within the hierarchy of their estimated fair values are presented below:

		Measurement at fair value using		
Categories of financial instruments	**Total**	**Prices quoted on active markets (Level 1)**	**Significant observable inputs (Level 2)**	**Significant unobservable inputs**
	US$000	**US$000**	**US$000**	**US$000**
As of December 31, 2025				
Financial assets				
Fair value through profit or loss				
Trade receivables (net)	25,738	-	25,738	-
Fair value through other comprehensive income				
Financial investments	106,902	106,902	-	-
Total	132,640	106,902	25,738	-

Categories of financial instruments	Total	Measurement at fair value using Prices quoted on active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs
	US$000	US$000	US$000	US$000
Financial liabilities				
Fair value through other comprehensive income				
Settled derivatives outstanding	9,563	-	9,563	-
Derivatives to be settled	126,503	-	126,503	-
Derivatives designated as hedging instruments	136,066	-	136,066	
Total	136,066	-	136,066	-
As of December 31, 2024				
Financial assets				
Fair value through profit or loss				
Trade receivables (net)	33,477	-	33,477	-
Fair value through other comprehensive income				
Financial investments	153,047	153,047	-	-
Derivatives designated as hedging instruments	948	-	948	-
	153,995	153,047	948	-
Total	187,472	153,047	34,425	-

Level 1

Financial instruments measured at fair value

- Financial investments (Note 9) correspond to the investment in Compañía Cementos Polpaico S.A., which is listed on the Santiago Stock Exchange, and Inversiones Portuarias Chancay S.A.A., listed on the Lima Stock Exchange; therefore, they have been classified as Level 1.

Level 2

Financial instruments measured at fair value

- Trade receivables designated at fair value through profit or loss, include changes in the value of provisional settlements, which are adjusted to market value based on future estimates of metal prices as of the date of the consolidated financial statements. The fair value measurement is categorized as Level 2 because it is derived from prevailing international quoted prices included in Level 1.

- Derivative financial instruments designated at fair value include changes in settlement prices of hedged commodities, which are adjusted to market value based on future estimates of metal prices as of the date of the consolidated financial statements. The fair value measurement is categorized as Level 2 because it is derived from prevailing international quoted prices included in Level 1.

There were no transfers between Level 1 and Level 2 of fair value measurement during the period, nor transfers to or from Level 3 during the period.

33 DERIVATIVE FINANCIAL INSTRUMENTS

(a) Mineral price hedging transactions

During 2025, the Company and its subsidiaries entered into contracts that include derivative financial instruments (swap and collar contracts) with the aim of reducing the risk on cash flows attributable to fluctuations in the prices of minerals they commercialize, securing future cash flows arising from their sales, as well as treatment charges that are subject to escalators that increase under rising price scenarios.

(i) As of December 31, 2025 and 2024, the presentation of derivative financial instruments in the consolidated statement of financial position is as follows:

Cash flow hedges	Fair value as of December 31, 2025		Fair value as of December 31, 2024	
	Assets	Liabilities	Assets	Liabilities
	US$000	US$000	US$000	US$000
Settled derivatives outstanding				
- Swaps	-	9,563	-	-
Derivatives to be settled				
- Swaps	-	124,757	948	-
- Collars	-	1,746	-	-
	-	136,066	948	-

(ii) The most relevant terms of the derivative financial instruments that are pending settlement (contracts, swaps and collars) are as follows:

Concentrated	Quantity	Settlement period	Fair value Assets (liabilities)
	MT/OZ*		US$000
As of December 31, 2025			
Silver	4,955,163	January 2026 - March 2027	(125,461)
Zinc	14,733	January 2026 - September 2026	(1,042)
Total			(126,503)
As of December 31, 2024			
Zinc	7,800	January 2025 - September 2025	948
Total			948

(*) MT: Metric Tons / OZ: Ounces

Derivative financial instrument contracts were negotiated with various international financial institutions, including Macquarie Bank Limited, J.Aron & Co. and Natixis for 2025 (JP Morgan, Morgan Stanley and Citibank NY for 2024).

(iii) The effective portion of changes in the fair value of derivative financial instruments that qualify as hedges is recognized as assets or liabilities, with the corresponding entry recorded in other comprehensive income. As of December 31, 2025 and 2024, the Company recognized in the consolidated statement of changes in equity a negative variation in fair value through other comprehensive income, whose effects are as follows:

	2025 US$000	2024 US$000
Opening balance of the fair value of the derivative financial instrument	948	174
Effective portion of changes in fair value	(151,660)	719
Recycling to profit or loss from the settlement of hedging contracts (iv)	24,209	55
Final balance of the derivative fair value	(127,451)	774
Final balance of the fair value of the derivative financial instrument	(126,503)	948

(iv) The effective portion of hedging derivatives, initially shown in other comprehensive income, has been reclassified affecting the hedged item, mainly as a reduction in the amount of concentrate sales (Note 21). The hedging strategy has not presented sources of ineffectiveness that would require part of the fair value changes to be recognized directly in profit or loss for the period.

(b) Embedded derivative due to price fluctuations in concentrate sales contracts

As of December 31, 2025 and 2024, provisional settlements in metric tons (MT) of zinc, lead and copper; and ounces (oz) of silver outstanding at those dates, their final settlement periods and the fair value of the embedded derivatives are as follows:

As of December 31, 2025:

	Quantity MT/OZ	Contribution period	Fair value US$000
Receivable			
Zinc	375,945	Mar 2025 - Mar 2026	(1,554)
Lead	235,199	Apr 2025 - Feb 2026	464
Copper	11,122	Sep 2025 - Feb 2026	5,063
Silver	84,418	Feb 2025 - Dec 2025	869
Total (Note 5)			4,842

As of December 31, 2024:

	Quantity MT/OZ	Contribution period	Fair value US$000
Receivable			
Zinc	223,475	Sep 2024 - Mar 2025	(1,828)
Lead	182,681	Jul 2024 - Mar 2025	(236)
Copper	18,442	Nov 2024 - Feb 2025	(1,065)
Silver	57,621	Apr 2024 - Jan 2025	(160)
Silver Slag	334	Jan 2025	(113)
Total (Note 5)			(3,402)

As of December 31, 2025 and 2024, the fair values of the embedded derivatives generated a gain of US$8,244 and a loss of US$4,473, respectively, and are shown under “Net sales” in the consolidated statement of income (Note 20). The forward quotations for the dates on which the open positions outstanding as of December 31, 2025 and 2024 are expected to be settled are obtained from publications of the London Metal Exchange.

(c) The fair value of derivative financial instruments is determined as described in Note 32 (c).

34 BUSINESS SEGMENT INFORMATION

(a) Basis of segmentation

For strategic management purposes, the Company and its subsidiaries are organized into business units based on the goods and services they offer, as well as the type of contribution to the net margin of the business, mainly associated with:

- Production and sale of zinc, lead, copper or silver concentrates.
- Production and sale of silver doré bars.
- Dividend income received from investments in equity instruments.
- Rental income received from real estate.
- Sale of electricity and capacity.

Separate financial information is available for the segments to be reported and is presented consistently with the internal reports periodically reviewed by Management and the Executive Committee (comprised of representatives of the Board of Directors), which together constitute the Chief Operating Decision Maker (CODM).

The CODM monitors the operating results of the business segments in order to make decisions regarding resource allocation and performance evaluation. Segment performance is evaluated based on operating profit or loss and net profit or loss and is measured consistently with the profit or loss reported in the consolidated financial statements.

The segments reported by the Company and its subsidiaries are six: Volcan, Chungar, Investments, Energy and other non-reportable segments.

During 2025 and 2024, there were no changes in the identification of reportable segments or in the measurement bases used to assess their performance. Consequently, it was not necessary to restate the comparative information presented.

The accounting policies used by the Company and its subsidiaries in the segment information are the same as those contained in the notes to the consolidated financial statements.

(b) Information on reportable segments

The operations of the Company and its subsidiaries in each reportable segment are as follows:

- Volcan: Production and sale of concentrates produced at the Yauli unit, which includes the San Cristóbal, Carahuacra, Andaychagua and Ticlio mines, the Carahuacra Norte pit and the Victoria, Andaychagua and Mahr Túnel concentrator plants.

- Chungar: Production and sale of concentrates produced at the Chungar and Alpamarca units. The Chungar unit comprises the Animon and Islay mines and the Animon concentrator plant. The Alpamarca unit includes the Alpamarca pit, the Río Pallanga mine and the Alpamarca plant. The results of the Romina project that is expected to begin operations during 2026, will also be included here.

- Cerro: Production and sale of concentrates produced at the Cerro unit, which includes polymetallic stockpiles and the San Expedito and Paragsha concentrator plants. Likewise, as a result of the merger with Oxides, it maintains oxide stockpiles, on-site oxides, the pyrite stockpiles and the oxide leaching plant.
- Investments: includes the operations of its subsidiary Empresa Minera Paragsha S.A.C.
- Energy: includes the operations of the Tingo hydroelectric power plant.
- Other: includes the operations of the subsidiary that will carry out port and logistics activities, non-operating activities and others.

See Note 21 (a) to the consolidated financial statements where the Company and its subsidiaries present the general revenue information by type of product. Revenue generated from sales to local and foreign customers is presented in the following paragraphs.

See Note 21 (b) to the consolidated financial statements for further information regarding major customers (customers representing more than 10% of the revenues of the Company and its subsidiaries).

The selected information for each business segment as of December 31, 2025 and 2024 is as follows:

As of December 31, 2025:

	Volcan	Chungar	Cerro	Investments	Energy	Others
	US$000	US$000	US$000	US$000	US$000	US$000
Income						
Local sales						
- *External customers*	464,840	123,536	67,898	-	-	
- *Intersegment*	19,157	77,693	60,740	-	-	
	483,997	201,229	128,638	-	-	
Export sales	294,324	70,678	175,375	-	-	
Embedded derivative and metal price hedging						
- *External customers*	(13,858)	(2,214)	108	-	-	
- *Intersegment*	472	1,638	1,921	-	-	
	(13,386)	(576)	2,029	-	-	
Total income	764,935	271,331	306,042	-	-	
Cost of sales	(418,482)	(183,769)	(140,935)	-	-	
Administrative and selling expenses	(98,925)	(25,800)	(23,656)	(862)	(124)	(1,
Other expenses	(34,633)	(12,909)	18,098	(1,705)	(1,401)	(
Depreciation and amortization	(82,784)	(52,115)	(26,645)	-	(635)	(
Impairment recovery of long-lived assets	140,399	-	-	-	-	
Operating profit (loss)	270,510	(3,262)	132,904	(2,567)	(2,160)	(2,
Profit (loss) before tax	195,817	(45,181)	145,089	(17,996)	(1,449)	(3,
Income tax	(80,628)	12,412	(10,132)	9	440	
Net profit (loss)	115,189	(32,769)	134,957	(17,987)	(1,009)	(3,
Segment assets	2,617,693	785,062	566,940	237,401	28,629	28
Segment liabilities	1,688,918	564,562	182,615	157,965	11,038	23

As of December 31, 2024:

	Volcan	Chungar	Cerro	Investments	Energy	Oth
	US$000	US$000	US$000	US$000	US$000	US$
Income						
Local sales						
- *External customers*	392,742	162,249	58,517	-	-	
- *Intersegment*	41,525	13,601	18,082	-	-	
	434,267	175,850	76,599	-	-	
Export sales	144,034	72,143	135,365	-	-	
Embedded derivative and metal price hedging						
- *External customers*	(3,620)	(617)	(292)	-	-	
- *Intersegment*	(594)	(34)	(58)	-	-	
	(4,214)	(651)	(350)	-	-	
Total income	574,087	247,342	211,614	-	-	
Cost of sales	(280,781)	(180,508)	(122,857)	-	-	
Administrative and selling expenses	(67,110)	(23,053)	(15,310)	(238)	(485)	
Other expenses	26,895	508	(2,269)	(1,517)	1,609	
Depreciation and amortization	(90,446)	(67,192)	(35,069)	-	(1,540)	
Impairment recovery of long-lived assets		-	4,800	-	-	
Operating profit (loss)	249,545	(22,903)	40,909	(1,755)	(416)	
Profit (loss) before tax	195,714	(45,829)	50,702	(9,534)	442	
Income tax	(75,623)	8,217	(10,596)	(3)	(208)	
Net profit (loss)	120,091	(37,612)	40,106	(9,537)	234	
Segment assets	2,096,127	647,642	427,492	220,272	22,354	
Segment liabilities	1,219,312	505,939	178,124	115,753	3,754	

Income statement reconciliation by segment

	2025 US$000	2024 US$000
Segment operating profit (loss)	392,961	280,183
- Intersegment sales	(161,621)	(72,522)
- Intersegment cost of sale	162,044	72,897
- Intersegment service revenue	(15,743)	(9,108)
- Cost of providing intersegment services	25,527	19,060
Segment operating profit (loss)	403,168	290,510
- Financial expenses (ii)	(127,038)	(79,206)
- Financial income (ii)	4,525	4,318
- Exchange difference	2,134	570
Operating profit (loss) before income tax	282,789	216,192

(i) Intersegment sales are carried out at prices similar to those that would have been agreed with unrelated third parties. Revenues from external customers are measured consistently with the basis used in preparing the consolidated statement of income.

(ii) Financial expenses and income are not allocated to individual segments, as the underlying instruments are managed at Group level.

Reconciliation of assets by segment

	2025 US$000	2024 US$000
Segment assets	4,264,366	3,441,268
- Elimination of related-party receivables	(2,064,122)	(1,600,442)
Total assets	2,200,244	1,840,826

Reconciliation of liabilities by segments

	2025 US$000	2024 US$000
Segment liabilities	2,629,026	2,042,346
- Elimination of related-party receivables	(959,253)	(651,218)
Total liabilities	1,669,773	1,391,128

35 COMMITMENTS AND CONTINGENCIES

(a) Contingencies

Company's Management and its subsidiaries, based on the opinion of external and internal legal advisors, have reviewed all tax, labor, civil and administrative proceedings, among others, and determined and recorded a provision for probable contingencies of US$31,556 and US$31,990 as of December 31, 2025 and 2024, respectively. This provision is presented under Provisions in the consolidated statement of financial position (Note 19). Company's Management and its subsidiaries and their legal advisors consider that this provision adequately covers probable contingencies.

With respect to possible contingencies, the external and internal legal advisors of the Company and its subsidiaries determined an amount of US$55,513 (US$83,910 as of December 31, 2024) corresponding to various legal proceedings involving the Company.

Details of the proceedings by the Company and its subsidiaries are presented below:

(a.1) Volcan Compañía Minera S.A.A.

Company's Management, based on the opinion of its external and internal legal advisors, has reviewed all tax, labor, civil and administrative proceedings, among others, and determined and recorded a provision for probable contingencies of US$17,921 as of December 31, 2025 (US$17,157 as of December 31, 2024). Company's Management and its legal advisors consider that this provision adequately covers the probable contingencies.

With respect to possible contingencies, the Company's external and internal legal advisors determined an amount as of December 31, 2025 of US$39,476 (US$37,503 as of December 31, 2024) corresponding to various legal proceedings involving the Company.

Civil and labor proceedings

As of December 31, 2025, the Company faces civil and labor lawsuits classified as probable amounting to US$11,919 (US$9,947 as of December 31, 2024). Contingencies classified as possible amount to US$21,917 (US$14,367 as of December 31, 2024), mainly related to claims for damages and compensation, occupational illness, reimbursement of employee benefits, profit-sharing payments, replacement of employees, among others.

Tax proceedings

As of December 31, 2025, the Company has several administrative proceedings pending resolution with SUNAT and the Tax Court, related to various tax assessments, penalties and interest. These proceedings mainly relate to differences in the determination of taxable bases for the settlement of third-category income tax and municipal taxes for the years 2007, 2009, 2013, 2015, 2017, 2018, 2020 and 2022.

As of December 31, 2025 and 2024, there are tax proceedings that have been classified as possible, which include expenses challenged by SUNAT for not complying with the criteria applied by the tax authority for the amortization of development costs, losses on derivative financial instruments, among other related items. These possible contingencies amount to US$1,719 (US$8,344 as of December 31, 2024).

Administrative sanctioning procedures and administrative litigation actions

The Company has several proceedings and procedures pending resolution related to environmental matters and occupational health and safety before the following regulatory bodies: National Water Authority - Local Water Authorities, Ministry of Labor and Employment Promotion (Peruvian labor inspection authorities (“Superintendencia Nacional de Fiscalización Laboral” - SUNAFIL)), Peruvian Ministry of Energy and Mines, Peruvian energy and mine regulator (“Organismo Supervisor de la Inversión en Energía y Minas” - OSINERGMIN), National Superintendence for the Control of Security Services, Weapons, Ammunition and Explosives for Civil Use (“Superintendencia Nacional de Control de Servicios de Seguridad, Armas, Municiones y Explosivos de Uso Civil” - SUCAMEC) and the Peruvian Environmental Evaluation and Enforcement Agency (“Organismo de Evaluación y Fiscalización Ambiental” - OEFA). These relate to alleged violations of environmental regulations and Occupational Health and Safety Regulations with probable contingencies for an amount of US$6,002 as of December 31, 2025 (US$7,210 as of December 31, 2024) and possible contingencies for an amount of US$15,840 as of December 31, 2025 (US$14,792 as of December 31, 2024).

Company's Management and its legal advisors, based on the facts and legal grounds, consider that the final resolution of these proceedings will not result in additional significant liabilities for the Company.

(a.2) Compañía Minera Chungar S.A.C.

Management, based on the opinion of external and internal legal advisors, has reviewed all tax, labor, civil and administrative proceedings, among others, and determined and recorded a provision as of December 31, 2025 for probable contingencies of US$5,935 (US$8,076 as of December 31, 2024). Management and its legal advisors consider that this provision adequately covers the probable contingencies.

With respect to possible contingencies, external legal advisors determined an amount of US$13,322 as of December 31, 2025 (US$39,972 as of December 31, 2024) corresponding to various proceedings involving the subsidiary.

Civil and labor proceedings

As of December 31, 2025, the Subsidiary faces civil and labor claims classified as probable in the amount of US$2,984 (US$2,284 as of December 31, 2024). Contingencies classified as possible as of December 31, 2025 amount to US$3,109 (US$15,988 as of December 31, 2024), mainly related to claims for damages due to occupational illness, reimbursement of employee benefits and other matters currently under appeal.

Tax proceedings

As of December 31, 2025, the Subsidiary has several administrative proceedings pending resolution with SUNAT and the Tax Court related to various tax assessment, penalties and interest.

These tax assessments, penalties and interest mainly relate to differences in the determination of the taxable basis for the settlement of third-category income tax for the years 2004, 2017, 2018, 2020 and 2021, which according to SUNAT correspond to the omission of tax payments. As of the reporting date, these proceedings are being challenged through administrative channels, on appeal before the Tax Court, as well as through judicial proceedings before the Judiciary.

Finally, there are contingencies arising from conceptual discrepancies with the tax authorities, which have been classified as possible contingencies for US$3,331 as of December 31, 2025 (US$17,697 as of December 31, 2024).

Administrative sanctioning procedures and administrative litigation actions

The Subsidiary has several pending proceedings and procedures related to environmental, matters and occupational health and safety before regulatory bodies, including the National Water Authority - Local Water Authorities, Ministry of Labor and Employment Promotion (SUNAFIL), Peruvian Ministry of Energy and Mines, OSINERGMIN, SUCAMEC and OEFA, for alleged violations of various environmental regulations and occupational health and safety standards. These contingencies are classified as probable for an amount of US$2,951 as of December 31, 2025 (US$5,792 as of December 31, 2024). Contingencies classified as possible as of December 31, 2025 amount to US$6,882 (US$6,287 as of December 31, 2024).

(a.3) Empresa Administradora Cerro S.A.C.

Management, based on the opinion of external and internal legal advisors, has reviewed all tax, labor, civil and administrative proceedings, among others, and determined and recorded a provision for probable contingencies as of December 31, 2025 for US$7,041 (US$6,156 as of December 31, 2024). Management and its legal advisors consider that this provision adequately covers probable contingencies.

With respect to possible contingencies, external legal advisors determined an amount of US$2,235 as of December 31, 2025 (US$6,011 as of December 31, 2024) corresponding to various proceedings involving the Subsidiary.

Civil and labor proceedings

As of December 31, 2025, the Subsidiary faces labor claims classified as probable amounting to US$3,613 (US$2,407 as of December 31, 2024). Civil and labor contingencies classified as possible as of December 31, 2025 amount to US$915 (US$627 as of December 31, 2024) related mainly to claims for damages due to occupational illness, reimbursement of employee benefits, reimbursement of profit-sharing payments, payment of production bonuses and other matters under appeal and/or judgment.

Tax proceedings

As of December 31, 2025 and 2024, the Subsidiary has several administrative proceedings pending resolution with SUNAT, the Tax Court and local governments related to various tax assessments, penalty resolutions and interest.

These assessments, penalties and interest mainly relate, according to SUNAT, to the omission of tax payments, as well as to differences in the determination of the taxable base for the settlement of third-category income tax. As of the reporting date, these proceedings are being challenged through administrative channels. However, considering the nature of the observations raised, the repeated pronouncements of the Tax Administration and the likelihood that the resolving authorities may fully or partially confirm SUNAT’s claims, the related contingencies have been classified as probable.

Likewise, the Subsidiary maintains tax administrative proceedings classified as probable contingencies included under Provisions in the consolidated statement of financial position for an amount of US$759 as of December 31, 2024 (US$678 as of December 31, 2024).

Contingencies classified as possible amount to US$85 as of December 31, 2024 and no cases were reported as December 31, 2025.

Administrative sanctioning procedures and administrative litigation actions

The Subsidiary has several pending proceedings related to environmental matters, occupational health and safety and labor safety before regulatory bodies including the National Water Authority - Local Water Authorities, Ministry of Labor and Employment Promotion (SUNAFIL), Peruvian Ministry of Energy and Mines, OSINERGMIN and OEFA, for alleged violations of various environmental regulations and the Occupational Health and Safety Regulations. These contingencies have been classified as probable, amounting to US$2,669 as of December 31, 2025 (US$3,071 as of December 31, 2024) and contingencies classified as possible amount to US$1,320 as of December 31, 2025 (US$5,299 as of December 31, 2024).

(a.4) Empresa Explotadora de Vinchos Ltda S.A.C.

Management, based on the opinion of external and internal legal advisors, has reviewed all tax, labor, civil and administrative proceedings, among others, and determined and recorded a provision for probable contingencies as of December 31, 2025 for US$659 (US$601 as of December 31, 2024). Contingencies classified as possible as of December 31, 2025 for US$479 (US$424 as of December 31, 2025 December 2024). Management and its legal advisors consider that this provision adequately covers probable contingencies.

Labor proceedings

As of December 31, 2025, the Subsidiary faces labor claims classified as probable amounting to US$22 (US$20 as of December 31, 2024).

Tax proceedings

As of December 31, 2025, the Subsidiary has tax proceedings that include expenses challenged by SUNAT, classified as possible contingencies, for US$479 (US$424 as of December 31, 2024).

Administrative sanctioning procedures and administrative litigation actions

The Subsidiary has several pending environmental proceedings before regulatory bodies including the National Water Authority - Local Water Authorities, OSINERGMIN and OEFA, for alleged violations of various environmental regulations and the Occupational Health and Safety Regulations classified as probable contingencies amounting to US$637 as of December 31, 2025 (US$581 as of December 31, 2024).

36 ENVIRONMENTAL OBLIGATIONS

Provision for mine closure

On October 14, 2003, the Congress of the Republic enacted Law No. 28090, which regulates the obligations and procedures that mining operators must comply with for the preparation, submission and implementation of the Mine Closure Plan, as well as the establishment of the corresponding environmental guarantees to ensure compliance with the required investments, in accordance with the principles of environmental protection, preservation and restoration. On August 16, 2005, the Regulations of Law No. 28090 were enacted.

During 2025 and 2024, the Company and its subsidiaries submitted to the Peruvian Ministry of Energy and Mines updates to the the Valorized Closure Plan of their main mining units. The Company is currently awaiting approval of the plans related to the Romina, Alpamarca, Cerro, Carahuacra (third update), Ticlio and San Cristóbal (second amendment) projects. As of December 31, 2025, the approved mine closure plans correspond to the following mining units: Carahuacra (fourth amendment), Andaychagua, San Cristóbal (second update), Animón and Vinchos.

As of December 31, 2025, the Company and its subsidiaries recognized liabilities amounting to US$168,548 related to future mine closure obligations for all their mining units (US$180,811 as of December 31, 2024):

	2025 US$000	2024 US$000
Mining unit		
Cerro de Pasco	37,584	37,928
Chungar	20,237	21,517
Carahuacra	42,689	43,100
Andaychagua	22,109	23,614
Alpamarca	18,759	26,928
Vinchos	9,846	9,269
Ticlio	7,704	8,137
Vichaycocha	4,696	4,930
Toruna	1,436	1,535
San Sebastian	3,488	3,853
Total (Note 19)	168,548	180,811

The movement of the provision for the closure of mining units and exploration projects is as follows:

	US$000
Balance as of January 1, 2024	262,670
Changes in estimates (Note 13)	(72,509)
Other income (Note 25)	(11,228)
Increase due to the discount of the present value of the provision (Note 29)	4,854
Disbursements	(2,976)
Balance as of December 31, 2024	180,811
Changes in estimates (Note 13)	(15,863)
Other income (Note 25)	(371)
Increase due to the discount of the present value of the provision (Note 29)	9,968
Disbursements	(5,997)
Balance as of December 31, 2025	168,548

The provision for mine closure represents the present value of the closure costs expected to be incurred between 2026 and 2057.

Changes in estimates consider changing the rate, modifying budgets, and eliminating contingent costs.

The estimate of mining closure costs is based on a study prepared by an independent specialist in compliance with current environmental regulations and rigorous technical standards. The provision for mine closure mainly includes activities required to restore the mining units and the areas affected by exploitation activities. The main activities include earthworks, revegetation activities and the dismantling of plant facilities.

This estimate is highly sensitive to changes in several variables, such as discount rate and timing. However, closure budgets are reviewed regularly to reflect any significant changes arising from updated technical studies.

Likewise, the timing of the related cash outflows depends on Management's judgement and will be scheduled according to the useful life of the mine, which in turn depends on the reserves and resources of its mining units.

As of December 31, 2025, the nominal value of the mine closure provision amounts to US$319,161, which has been discounted using an annual discount rate of 5.78%, resulting in a net present value of US$168,548. As of December 31, 2024, the nominal value amounted to US$342,867, discounted using an annual discount rate of 5.90%, resulting in a net present value of US$180,811. The Company and its subsidiaries consider that this liability is sufficient to comply with the environmental protection regulations approved by the Peruvian Ministry of Energy and Mines.

37 KEY MANAGEMENT PERSONNEL COMPENSATION

Compensation paid to key management personnel of the Company and its subsidiaries for the years ended December 31, 2025 and 2024 amounted to US$16,405 and US$15,204, respectively, and includes salaries, profit-sharing, employee benefits and statutory charges, bonuses and extraordinary bonuses.

38 SUBSEQUENT EVENTS

On January 28, 2026, the Company acquired 100% of the shares of Transmisión Andina de Generación S.A.C. (TAGSAC) from Stratkraft Perú S.A. and Inversiones Shaqsha S.A.C. for approximately US$19,000. TAGSAC operates the La Oroya and Pachachaca Hydroelectric Power Plants, which will increase the Company's and its subsidiaries' renewable energy generation capacity to 40 MW.

Except for the matter described above, Management is not aware of any other events occurring between these consolidated financial statements and the date of authorization of the issuance of these consolidated financial statements that would require adjustment or additional disclosure.

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