

Cementos Pacasmayo SAA y subsidiaries	DOCUMENT Affidavit for Suppliers	Code: G-GAS-D-03 Version: 01 / 20 de July 2022 Page 1 / 5
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AFFIDAVIT FOR SUPPLIERS OF CEMENTOS PACASMAYO S.A.A AND SUBSIDIARY COMPANIES.

COMPLIANCE WITH STANDARDS OF ETHICAL CONDUCT, ADMINISTRATIVE RESPONSIBILITY OF LEGAL PERSONS AND PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM

This document certifies the statement, under oath that the with RUC No. with address in district of, province and Department duly represented by identified (a) with DNI No. according to powers duly registered in the Item Electronics N°del Registration of Persons Legal of (onwards "THE PROVIDER").

THE SUPPLIER expressly declares that it knows and undertakes to periodically review the updates, understand and comply with the Good Corporate Governance and Compliance Policies of **Cementos Pacasmayo S.A.A. and its subsidiaries or affiliates** (hereinafter **THE COMPANY**), which are available at the following web link: https://www.cementospacasmayo.com.pe/Aplicaciones/Web/webpacasmayo.nsf/xsp_cumplimiento.xsp?tab=54 which includes strict compliance with the regulations on administrative liability of legal persons as well as the regulations on Prevention of Money Laundering and Financing of Terrorism (PLAFT).

In this sense, **THE SUPPLIER** unquestionably states that it knows the following provisions and that it complies and will comply with respecting them in all its present and future business relationships with **THE COMPANY**, as **well as in each intention to contract** with **THE COMPANY**, understanding the presentation of proposals or any other way of tempting business with **THE COMPANY**:

ANTICORRUPTION

Both parties agree that during the previous processes of contests as well as in the development and / or execution of acts and contracts with **THE COMPANY** and with third parties they must observe an adequate and transparent management in the negotiations, as well as in the use of the goods and / or resources object of the contracts that are celebrated based on principles of honesty, transparency, efficiency, effectiveness and legality, as well as respecting the rules in force in Peru and especially those regarding acts against corruption with public or private officials. In this sense, **THE SUPPLIER** undertakes not to incur in any act that configures or may configure in any form of corruption or that violates the regulatory provisions on the matter or can be interpreted as such. In that sense, **THE COMPANY reserves the right to notify the relevant authorities in case of breach of the commitments established in this statement, without prejudice to exercising the legal and contractual actions that may arise and without any action of THE COMPANY** in that regard can be **interpreted** as harmful by the party that breaches this statement or can be denounced, therefore, **THE COMPANY** would not incur in any act that implies any responsibility towards the Declarant.

Likewise, **THE SUPPLIER** acknowledges that Cementos Pacasmayo S.A.A., having securities listed on the New York Stock Exchange (NYSE), is obliged to carry out its activities in compliance with the Foreign Anti-Corruption Practices Act of the United States and its respective amendments (hereinafter the "FCPA"), which prohibits Cementos Pacasmayo S.A.A and therefore, to its subsidiaries and affiliates, either directly or through its agents, offer, promise payment, pay or bestow any object or value, advantage or benefit to any public officer for the purpose of obtaining or contracting business. In this sense, **THE SUPPLIER** certifies and expressly declares that neither it, nor any of its commissioners, agents, attorneys, accountants,

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employees, servants, representatives, subcontractors and/or other persons or entities related to it, in relation to contracts that are entered into or may be entered into in the future:

- i. They are public officials (including agents, representatives, directors, employees, officers, directors and / or employees of executive level of State enterprises, controlled by the State or operated by the State; and / or officials of International Public Organizations), active members of a political party or candidates for a political office, nor direct family member (with kinship within the fourth degree of consanguinity or second degree of affinity or adoption) of any of those persons; or
- ii. Has made or will make, in order to collaborate in obtaining, maintaining or contracting business or directing business to any person or entity, either directly or indirectly, any offer, payment, promise of payment or authorization of payment of any object of value to any of the persons referred to in paragraph (i) above, for purposes of influencing such person or entity in its official capacity, inducing such person or entity to violate the legitimate duty of such person or entity or to use its influence to affect or influence any governmental act or decision or to secure any improper advantage; and/or has paid or will pay a bribe, bribe or other improper payment.
- iii. Have paid, delivered, received or offered, or attempted to pay, deliver, receive or offer a payment, economic inducement, advantage, present or future benefit, all for unlawful purposes; to a public official, a person linked to a public official or a person who may influence a public official, related to any act of any kind, that is related to the contracting or eventual contracting with the Peruvian State.
- iv. They have been formally accused, and/or being suspended or disqualified from their functions by any regulatory body or have had their license to practice their profession suspended and/or withdrawn, convicted with a consensual sentence, and/or administratively sanctioned with a decision that has become final, with respect to the acts indicated in paragraph (iii) above;
- v. Have knowledge of having been included in investigations and/or reports of any financial intelligence unit for money and/or money laundering, secret return of improper payments and/or similar;
- vii. They have convictions, consents or enforceable sentences for any of the crimes defined in Section IV of Chapter II of Title XVII of the Criminal Code, or equivalent crimes, if these have been committed in other countries.
- viii. Have publicly acknowledged and/or before any national or foreign authority any of the acts indicated in the preceding paragraphs.

Legislative Decree No. 1385 amended the Criminal Code to criminalize acts of corruption committed between private individuals that affect the normal development of business relations and fair competition between enterprises. Consequently, **THE SUPPLIER** declares to know that it is prevented from, directly or indirectly, accepting, receiving or requesting a donation, promise or any other advantage or undue benefit of any nature, for itself or for a third party to perform or omit an act that allows favoring another in the acquisition or commercialization of goods or merchandise, in the contracting of commercial services or in commercial relations. Likewise, **THE SUPPLIER** declares to know that it is prevented from, directly or indirectly, promising, offering or granting to shareholders, managers, directors, administrators, legal representatives, attorneys, employees or advisors **of THE COMPANY**, an advantage or undue benefit of any nature, for them or for a third party, as consideration to perform or omit an act that allows favoring this or another in the acquisition or commercialization of goods or merchandise, in the contracting of services or in commercial relations.

BUSINESS ETHICS

The contracting parties declare that in the execution of their contracts or agreements they will exercise all the necessary controls to comply with the rules and principles of contractual good faith.

In that regard, **THE PROVIDER** undertakes to comply with the provisions of the Code of Conduct of **THE COMPANY**, the same that is available to **THE PROVIDER** on the website of Cementos Pacasmayo S.A.A, in the following link:

https://www.cementospacasmayo.com.pe/Aplicaciones/Web/webpacasmayo.nsf/inversio_nistas_gc_codigo_d_e_conducta.pdf; and that it prohibits all its workers, either directly or through other persons, or

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entities that work on their behalf, try to obtain, request or receive anything of value in order to favor the approval process of any contract or during the execution of any contract. And in the same way, **THE SUPPLIER** agrees that it will not offer, promise, pay or transfer anything of value to any commissioner, agent, lawyer, accountant, employee, server, representative or other person or entity working on behalf of **THE COMPANY** before, during or after the execution of such contract.

THE SUPPLIER undertakes that all its officers, employees or agents carry out their tasks, functions or benefits under the standards of conduct strictly subject to the aforementioned rules and principles of ethics.

If during the validity of the commercial relationship and / or contractual link established between **THE SUPPLIER** and **THE COMPANY** the content of any of the statements contained in this document is modified, **THE SUPPLIER** must inform **THE COMPANY** **within** seven (7) business days of such modification.

PREVENTION AGAINST MONEY LAUNDERING AND TERRORIST FINANCING (PLAFT)

THE SUPPLIER acknowledges that **THE COMPANY** strongly supports and promotes the actions carried out by the Financial Intelligence Unit (FIU) and other national and international entities in order to prevent money laundering and terrorist financing.

In that sense, **THE SUPPLIER**, its subcontractors or related companies, declare that the origin of their assets and funds have no relation to illicit activities, and that it currently does not maintain any commercial relationship with companies that at some points were sentenced and / or sanctioned for money laundering or financing of terrorism and undertake to provide any information that is required by **THE COMPANY** in order to verify said declaration.

Likewise, **THE SUPPLIER** undertakes to inform **THE COMPANY** in case an investigation is initiated for money laundering or terrorist financing.

THE SUPPLIER reaffirms the legality of its funds and financial flows, considering that they are the product of lawful activities and covered by Peruvian legislation.

RESPONSIBILITY OF THE SUPPLIER

THE SUPPLIER will be solely responsible for ensuring compliance with the regulations of Administrative Liability of Legal Entities and the PLAFT rules by any of its officers, employees, members and representatives. Therefore, **THE SUPPLIER** undertakes to inform its shareholders, partners, directors, executives, officers, lawyers, advisors, representatives, attorneys, agents, agents and employees in general, regarding the existence of this statement as well as the obligation of strict compliance with the current and amending regulations related to the Administrative Liability of Legal Entities and the PLAFT rules assumed by virtue of the relationship. commercial entered into with **THE COMPANY**.

Likewise, **THE SUPPLIER** declares that none of its companies, subsidiaries or principals, shareholders or related companies have been or are being investigated and / or related to criminal organizations; money laundering; financing of terrorism; corruption of officials; illicit appropriation; financial fraud; fraud, evasion and tax avoidance; corruption between private parties; collusion; influence peddling. However, **THE COMPANY** may terminate the Contract with **THE SUPPLIER** as of right, **in accordance with the provisions of article 1430° of the Civil Code, in case** **THE SUPPLIER** is linked in an investigation process and / or is accused of activities related to criminal organizations; money laundering; financing of terrorism; corruption of officials; collusion; influence peddling; illicit appropriation; fraud financial; tax fraud, evasion and avoidance; Corruption among private parties. In this case, in case the contract with **THE SUPPLIER** is terminated by **THE COMPANY (Cementos Pacasmayo S.A.A and / or any of its subsidiaries or affiliates), no penalties will be applied to THE COMPANY.**

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THE SUPPLIER declares that it has implemented its Corporate Compliance Policy or Program and that in accordance with these policies it strictly complies with current regulations on Administrative Liability of Legal Entities, as well as the regulations on Prevention of Money Laundering and Financing of Terrorism.

Likewise, **THE SUPPLIER** undertakes to hold **THE COMPANY** harmless from any criminal, administrative, civil or any other liability that may arise from the breach of this statement, without any limitation. **THE COMPANY** reserves the right to require compensation in the event of any direct or indirect damage or prejudice within the framework of the provisions of this statement. Likewise, **THE COMPANY** reserves the right to inform the Public Ministry and / or the competent authorities, national or foreign, in which case **THE SUPPLIER** may not oppose an agreement of reservation of the information, confidentiality or similar clause or of similar content that it had agreed before, during or after the signing of this document, as well as under any other contractual or other relationship maintained by the parties.

FRAUD

THE SUPPLIER undertakes to execute all the necessary actions and controls so that none of its subcontractors, employees, representatives, agents, commissioners, subcontractors and / or related third parties collaborate or are involved in fraud of any nature to the detriment of **THE COMPANY** and / or are in any **real or apparent situation of conflict of interest with THE COMPANY**.

FREE COMPETITION

THE SUPPLIER declares that it is aware that all acts and agreements between the contracting parties are expressly prohibited, by which acts that limit free competition could be created.

In that regard, **THE PROVIDER** undertakes to comply with the provisions of the Free Competition Policy of **THE COMPANY** which is available to **THE PROVIDER** on the website of CementosPacasmayoS.A.A. in the following link:

https://www.cementospacasmayo.com.pe/Aplicaciones/Web/webpacasmayo.nsf/Politica_de_Competencia.pdf

PAYMENT AUDIT

Any payment made to **THE SUPPLIER** on the occasion of a contractual relationship with **THE COMPANY**, will be subject to audit by the same. In this sense, when **THE COMPANY** sends a **notification about any audit with a period of no less than 2 business days**, **THE SUPPLIER will make available** to **THE COMPANY** (Cementos Pacasmayo S.A.A and / or its subsidiaries or affiliates) and its representatives and / or the persons designated by it, all invoices, supporting receipts and other records of verification entries and detailed originals for all charges invoiced to Cementos Pacasmayo S.A.A and/or its subsidiaries or affiliates.

WORK POLICY

THE COMPANY supports and promotes a respectful work environment with equal opportunities, equal treatment and without discrimination of origin, age, race, sex, religion, language, economic condition, opinion or physical limitations. Likewise, **THE COMPANY** strongly supports and promotes the eradication of: (i) slave-like labor practices and illegal labor of children and adolescents, (ii) discriminatory practices in the hiring and promotion of employees, except those permitted by current Peruvian legislation and (iii) practices harmful to the environment. To the same extent, **THE SUPPLIER** declares that all personnel under its charge have been hired respecting these principles.

RELATIONSHIP AND/OR KINSHIP

THE SUPPLIER declares that its staff or any of the members, managers and / or collaborators that integrate it has no relationship, up to the third degree of consanguinity or second of affinity, with any collaborator of **THE COMPANY**. Likewise, **THE SUPPLIER** declares that its staff or any of the members, managers and / or collaborators that integrate it does not have any commercial, business, contractual, labor link with **THE COMPANY** or with any of the collaborators of the latter. If you have any link in accordance with the above, indicate the detail below:

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COMPLAINTS CHANNEL

If **THE SUPPLIER** considers that any collaborator *of the company or the business partners of THE COMPANY or whoever* acts on their behalf or designation has acted illegally or improperly, they must report it immediately through any of the following Reporting Channels of **THE COMPANY**:

- a) Web
form: https://www.cementospacasmayo.com.pe/Aplicaciones/Web/webpacasmayo.nsf/xsp_denuncias.xsp;
- b) Email: denuncias@cpsaa.com.pe;
- c) Telephone line 3176000 annex 2100 (Mr. Oscar Bravo) or annex 2149 (Ms. Edith Buendía).

The information sent will be subject to investigation by **THE COMPANY** and will be confidential. **THE COMPANY guarantees that the relationship with THE SUPPLIER will not be affected by the complaint filed against any collaborator of THE COMPANY.**

VALIDITY OF THE DECLARATION

This Statement will be in force from the date of subscription and will be applicable to any commercial relationship and / or contractual link that is established or subscribed between **THE COMPANY** (Cementos Pacasmayo S.A.A and / or any of its subsidiaries or affiliates) and **THE SUPPLIER**, **and will be understood to be incorporated into each Contract signed by the parties, which includes the Purchase or Service Order issued by THE SUPPLIER in favor of THE COMPANY.**

As a sign of compliance, the legal representative of **THE SUPPLIER** subscribes this document, under oath, to the days of the month of of.....

P.P. THE PROVIDER

Signature: _____
 Name of Legal Representative:

Prepared by:	Reviewed by:	Approved by:
Diana Paola Diaz Chavez Senior Lawyer	Javier Durand Planas Vice President Legal and Compliance corporate	Javier Durand Planas Vice President Legal and Corporate Compliance