



# Anticorruption **Policy**

**NEXA**  
**LISTED**  
**NYSE**

## Summary

1. OBJECTIVE.....	4
2. SCOPE .....	4
3. DEFINITIONS.....	4
4. ROLES AND RESPONSIBILITIES .....	4
5. GUIDELINES.....	5
5.1 Direct Payments .....	5
5.2 Indirect Payments .....	6
5.3 Undue Agreements and Transactions .....	6
5.4 Commercial Bribery .....	6
5.5 Facilitating Payments.....	6
6. THIRD PARTIES .....	6
7. THIRD PARTIES INTERACTING WITH GOVERNMENT REPRESENTATIVES OR PRIVATE ENTITIES.....	7
7.1. Renewals for Third Parties Interacting with Private or Government Representatives .....	8
7.2. Material Changes or Amendments for Third Parties Interacting with private or Government Representatives .....	8
7.3. Reimbursable Expenses for Third Parties Interacting with private or Government Representatives ...	8
7.4. Termination of Third Parties Interacting with private or Government Representatives.....	9
8. JOINT VENTURES AND PARTNERSHIPS.....	9
9. MERGERS, ACQUISITIONS, AND OTHER BUSINESS COMBINATIONS.....	9
10. GIFTS AND HOSPITALITY.....	10
11. TRAVEL AND ENTERTAINMENT .....	10
12. POLITICAL CONTRIBUTIONS, DONATIONS AND SPONSORSHIPS.....	10



12.1	Political Contributions .....	11
12.2	Donations .....	11
12.3	Sponsorships .....	11
13.	TECHNICAL COOPERATION AND OTHER AGREEMENTS.....	12
14.	ACCURATE BOOKS AND RECORDS AND INTERNAL CONTROLS.....	12
15.	CORRECTIVE ACTION .....	12
16.	ADVICE FROM COMPLIANCE AND LEGAL AREAS .....	13
17.	ANTICORRUPTION RISK ASSESSMENT .....	13
18.	RED FLAGS .....	14
19.	TRAINING AND EDUCATION.....	16
20.	REPORT OF VIOLATION AND CONSEQUENCES .....	16
21.	ACKNOWLEDGEMENT .....	17
22.	REFERENCES .....	17



## 1. OBJECTIVE

Nexa Resources S.A. and its subsidiaries (“Nexa” or “the Company”) are committed to doing business ethically, with integrity and complying with all applicable anti-corruption laws and regulations where we conduct business, including, among others, the U.S. Foreign Corrupt Practices Act (“FCPA”), the Canadian Corruption of Foreign Public Officials Act, the U.K. Bribery Act and the Luxembourgish, Peruvian and Brazilian anti-corruption laws.

These laws and regulations prohibit Bribery of domestic and foreign Government Representatives as well as private sector (commercial) Bribery, including the promising, offering or delivering of anything of value to any Third Party in order to induce or reward the improper performance of an activity connected to our business. This Policy supports the Company’s commitment to conducting its operations and activities in compliance with the letter and spirit of these applicable anti-corruption laws and other regulations prohibiting public or commercial Bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. It is critical to our business and reputation that we undertake all of our actions ethically and legally at all times.

Moreover, the objective of this Policy is to ensure that our Company Representatives and Third Parties are aware of and comply with anti-corruption laws and regulations in order to avoid inadvertent violations and to recognize potential issues in a timely manner so that they may be addressed appropriately. Violations of anti-corruption laws and regulations may result in severe civil and criminal penalties for individuals and the Company. Understanding and appreciating the importance of this Policy as well as complying with it are vital to the long-term success and reputation of the Company.

In the same sense, Nexa’s policy is to follow the laws and regulations in place in the regions where it is doing business. In case of any conflict of laws or practices among the regions where Nexa conducts its business, and Nexa’s standards are stricter than those of the region, Nexa’s stricter standards will be adopted. Such commitment will guide this Policy and all Nexa’s Compliance policies and procedures, including its Code of Conduct.

This Policy does not cover all ethical or legal issues that may arise and is also not a substitute for the obligation of each Company Representative to exercise good judgment and seek advice from his or her immediate superior or the Legal and Compliance areas when necessary.

Finally, this Policy shall be read and interpreted in conjunction with the Nexa Code of Conduct, available at Nexa’s website [www.nexaresources.com](http://www.nexaresources.com) and any other applicable Nexa’s Compliance policies and procedures.

## 2. SCOPE

This Policy applies to all Company Representatives and Third Parties in all countries in which Nexa conducts its businesses.

## 3. DEFINITIONS

See PG-CCA-CMP-010 Compliance Definitions

## 4. ROLES AND RESPONSIBILITIES

Nexa’s Board of Directors is responsible for setting the tone that establishes the Company’s commitment to prevent Bribery and corruption acts in its operations, respecting applicable laws as well as internal and external rules and procedures and avoiding possible damage to the Company’s image.



The Senior Management Team (CEO and Vice Presidents) and the General Managers are the main parties responsible for ensuring that all activities performed within Nexa are done in accordance with current policies and procedures related to these matters.

In addition, the Compliance area is responsible for the enforcement of this Policy, its implementation, monitoring and effectiveness, as well as implementing the procedures that will guarantee its adequate functioning, and for supporting all Company Representatives and Third Parties on issues related to it by giving professional and technical opinions and working as an advisor on anti-corruption and anti-bribery matters, and therefore when making any final decision, the areas involved should consider Compliance and Legal recommendations on any issues involving potential ethical or Compliance risks.

In case the areas do not agree with the recommendation from Legal /Compliance areas, Compliance will report this situation before its conclusion to the respective Vice President of the areas and the Chief Financial Officer or Chief Executive Officer and this issue will be acted upon until the final assessment of the involved VPs.

## 5. GUIDELINES

### 5.1 Direct Payments

No Company Representative or Third Party has authority to promise, offer, authorize, deliver, solicit, or receive a payment or Anything of Value, regardless of the amount, to or from any Government Representative or other Third Party, with the intent or not of improperly inducing, rewarding or preventing the performance of an official duty, or of obtaining or retaining business or any improper advantage.

Prohibited payments include, but are not limited to those designed to:

- Induce the recipient to award a contract or license to the Company;
- Obtain advantageous tax or customs treatment that would not otherwise be available to the Company; or
- Circumvent or cause non-enforcement of laws or regulations applicable to the Company.

Any payment or contract with a private or Government Representative that serves as a conduit for bribes, kickbacks, or any other improper payment is strictly prohibited.

Such payments are barred even if:

- The benefit is for someone other than the party receiving the payment;
- The business sought is not with a Government Representative;
- The payment does not in fact influence the Government Representative's conduct;
- The foreign Government Representative initially suggested the payment.

Lawful payments to private or Government Representatives for, or reimbursement of, good faith expenditures, fees and other considerations for goods and services which are actually received, are permitted if:

- they meet a legitimate business need and are properly documented;
- their invoice is recorded;



- they are not forbidden by relevant laws and/or regulations; and,
- they are priced at prices established by relevant laws and/or regulations; if not, they should be priced at fair market value, properly documented, and should be based on a written document.

## **5.2 Indirect Payments**

No Company Representative or Third Party may promise, offer or deliver any payment or Anything of Value to any person, including any Family Member, relative, friend or colleague of a Government Representative or individual employed by a private entity with which Nexa does or is seeking to do business, while having reason to know or should have been known that such person is likely to promise, offer or deliver, or will promise, offer or deliver, payments or Anything of Value, regardless of value or amount, to improperly influence or not a Government Representative or other Third Party to assist Nexa in obtaining or retaining business or securing any business-related advantage.

## **5.3 Undue Agreements and Transactions**

No Company Representative or Third Party may engage or participate in undue negotiations or agreements with a private or Government Representative in the context of a public or private procurement process or in any other circumstance, even if they do not imply the delivery, offer, or promise of gifts or benefits.

Likewise, no Company Representative or Third Party may participate in illegal trafficking of influence (real or nonexistent) in connection with a private or Government Representative, either by paying someone to use such influence for the benefit of Nexa or another person or entity or by offering such influence in exchange for an undue benefit.

## **5.4 Commercial Bribery**

No Company Representative or Third Party may promise, offer, deliver, solicit, or receive money or Anything of Value to or from any representative or employee of a private or Government Entity with the purpose or not of improperly inducing that individual or entity to assist Nexa in obtaining or retaining business, or in securing any business-related advantage.

## **5.5 Facilitating Payments**

Nexa prohibits its Company Representatives and Third Parties, when acting on behalf of Nexa, to make Facilitating Payments at all times, even in countries in which they are expressly permitted by law.

## **6. THIRD PARTIES**

Anti-corruption laws prohibit corrupt payments made directly or indirectly by Company's Representatives or directly or indirectly through a Third Party, acting for or on behalf of Nexa. Nexa may be criminally liable for bribes paid on its behalf by a Third Party, even if the Company had no knowledge of the bribe.

Consequently, it is critical that Nexa chooses its Third Parties carefully.

Nexa may only use Third Parties that are ethical, honest, qualified and that are hired in accordance with internal policies and procedures. The integrity due diligence, documentation and review procedures are designed to ensure that Nexa will not be compromised by the actions of its Third Parties.

Each area responsible for contracting the Third Party will carry out the integrity due diligence of Third Parties before hiring, as well as will monitor the activities subsequently as described in the Integrity Due Diligence Procedure.

For more information, please consult Nexa's Integrity Due Diligence Procedure, available at Nexa's internal management documents system ("GQI").

## **7. THIRD PARTIES INTERACTING WITH GOVERNMENT REPRESENTATIVES OR PRIVATE ENTITIES**

Any Third Party retained to assist Nexa or act on behalf of Nexa in its dealings with private entities or Government Representatives or Government Entities must follow the contracting policies and procedures. Before contracting, such Third Parties must undergo appropriate risk-based due diligence as provided by the Integrity Due Diligence Procedure and the Compliance and Legal areas should provide advice on this contracting process. Any questions about engaging or working with any Third Party that will deal with private or Government Representatives should be directed to the Compliance and Legal areas.

As an example of how sensitive the hiring of Third Parties interacting with private or Government Representatives is, anticorruption laws make it unlawful to make a payment of Anything of Value to any person, knowing that all or any portion of the payment will be promised, offered, or delivered to a private or Government Representative or any other person for a corrupt purpose. The term "knowing" includes conscious disregard, deliberate ignorance, and willful blindness. Stated another way, the Company and the individual employees may violate the FCPA if we have "reason to know" or "should have known" that any agent will bribe a private or Government Representative.

Also, for anticorruption laws, a company may be criminally liable for bribes paid on its behalf by a third party anywhere in the world, even if the company had no knowledge of the bribe.

Therefore, as part of this process, the Company should be aware of the following red flags that have been identified as potential problems requiring further investigation before contracting with any Third Party that will interact with a private or Government Representative:

- The transaction involves a country with a reputation for corruption or Bribery;
- The Third Party has a close family, personal or professional relationship with a Government Representative or a relative of a Government Representative;
- The Third Party objects to the inclusion of anti-corruption representations in agreements or contracts with the Company;
- The Third Party requests unusual contract terms or payment arrangements, such as a payment in cash, payment in another country's currency, or payment in a third country;
- The Third Party is suggested by a private or Government Representative, particularly one with discretionary authority over the business transaction; or
- The Third Party's commission or fee exceeds fair and reasonable compensation for the work to be performed.

All Third Parties that work with or on behalf of Nexa are expected to know and observe the provisions of this Policy during the course of their relationship with the Company, as stated in the respective agreement clauses.

The Legal area is responsible for negotiating and reviewing any agreement with such a Third Party in accordance with Nexa's contracting policies and procedures, ensuring that any such agreement contains the appropriate Nexa Model Anti-Corruption Clauses before signature.

Based on its risk-based assessment of a situation, the Legal Area may require additional information and/or certain certifications before an agreement with a certain Third Party is concluded.

In the exceptional case of any modification on Nexa's Model Anti-Corruption Clauses in an agreement, the Legal and Compliance areas must identify and articulate the risks of such a modification. Any such modification that would imply additional risks to Nexa must be justified in detail and explicitly approved by the General Manager or the Officer of the area in charge of the contracting process.

The Compliance and/or Legal areas will determine the approval level depending on the risk to be assumed by Nexa. This explanation and justification, as well as the opinions of the Legal and Compliance areas on any potential risks, shall be documented by the Compliance area.

### **7.1. Renewals for Third Parties Interacting with Private or Government Representatives**

If a Third Party that interacts with private or Government Representatives on Nexa's behalf, is considered as high risk according to our PG- CCA-CMP-007 Integrity Due Diligence and the IDD shall be performed on an annual basis and must have a written agreement.

### **7.2. Material Changes or Amendments for Third Parties Interacting with private or Government Representatives**

If, during the course of any agreement term, substantive or material changes to the Third Party that may interact with private or Government Representatives are proposed, these changes must follow Supply Chain procedures. If such a change is to be reflected in an amendment of the agreement that must follow the standard internal flow of analysis and approval by the Legal area. Such changes include, but are not limited to:

- The addition of a subcontractor or other individual or entity performing work for or on behalf of Nexa;
- A significant increase in compensation with no justification or adequate explanation;
- A change to the payment structure;
- An addition of assignment rights;
- An increase in the term of the agreement;
- A change in the geographic location;
- A change in the scope of services, especially concerning sales to or interactions with private or Government Representatives; or
- A change of control over the Third Party.

### **7.3. Reimbursable Expenses for Third Parties Interacting with private or Government Representatives**

In accordance with this Policy and its other compliance policies and procedures, Nexa will only reimburse legitimate expenses incurred by a Third Party that may interact with private or Government Representatives if the written agreement with that Third Party expressly authorizes such reimbursements, or if Management leading the relationship with the Third Party expressly approves such reimbursements in writing. All requests for reimbursement must be submitted transparently and in a timely manner, describe the expenses in sufficient detail, and be properly supported by documentation that is retained and accessible.





## **7.4. Termination of Third Parties Interacting with private or Government Representatives**

### **Before Terminating the Agreement**

To the extent that a Company Representative seeks to terminate any agreement with a Third Party that may interact with private or Government Representatives, based in whole or in part on that Third Party's failure to comply with any anti-corruption law, contractual requirement, Nexa's Anti-Corruption Policy, or any other Nexa' procedures, that Company's Representative must first notify the Legal and Compliance areas of his or her desire to terminate as well as reason(s) for the requested termination.

### **Third Party Termination for Non-Compliance**

If a Third Party that may interact with private or Government Representatives is terminated for non-compliance with any anti-corruption law, contractual requirement, Nexa's Anti-Corruption Policy, or other of Nexa's procedures, the Compliance area must update the due diligence file for the Third Party to reflect that:

- The Third Party is no longer approved and blocked in the Masterfile;
- The Third Party and any individual or entity involved with the Third Party should not be retained for any future project; and
- No payments should be made for the Third Party without review of the Legal and/or Compliance areas.

## **8. JOINT VENTURES AND PARTNERSHIPS**

Any joint venture or partnership undertaken by Nexa and at least one other individual or entity, each of whom contributes assets or expertise, for profit and for a specific purpose, must be reviewed by the Compliance and Legal areas and undergo appropriate anti-Bribery, anti-corruption and related due diligence review prior to approval and then during the business relationship, as provided by the Integrity Due Diligence Procedure.

Any questions about engaging in any joint venture or partnership should be directed to the Compliance and/or Legal areas.

Nexa can be held liable under applicable anti-corruption laws for the acts of its joint ventures and joint venture partners. Accordingly, it is expected that all partners know and observe the provisions of this Policy once a relationship with Nexa is established. However, their formal acknowledgement is required to bind these partners to follow this Policy while their relationship with Nexa exists.

## **9. MERGERS, ACQUISITIONS, AND OTHER BUSINESS COMBINATIONS**

Any merger, acquisition or other business combination or venture undertaken by Nexa must be approved in advance by its Board of Directors, according to Nexa's corporate governance policies and procedures.

All merger, acquisition or other business combination or venture undertaken by Nexa must be reviewed by the Compliance and Legal areas and undergo appropriate anti-Bribery, anti-corruption and related due diligence review prior to approval and then during the business relationship, as provided by the Integrity Due Diligence Procedure.

Any questions about engaging in any merger, acquisition or other business combination or venture undertaken by Nexa should be directed to the Compliance and/or Legal areas.

Under anti-corruption FCPA and UK Bribery Act laws, the Company may be liable for any past, present, or future Bribery or corruption by any company with which Nexa merges, acquires or enters into a business combination.

## **10. GIFTS AND HOSPITALITY**

The promise, offering, delivery, solicitation or receipt of gifts, hospitality, and other benefits, regardless of value, can present corruption risks and shall be done only in accordance with Nexa's Gifts and Hospitality Procedure, which is available at Nexa's internal management documents system ("GQI").

In general, as detailed in that Procedure, it is prohibited to promise, offer, deliver, solicit, or receive, direct or indirectly, any undue advantage, pecuniary or not, including Gifts and Hospitality, to/from any person, Government Representative, Third Party, or their Family Member, relative, friend or colleague.

Under certain circumstances, it is acceptable to promise, offer, deliver, solicit, or receive Institutional Gifts if this occurs where there is a legitimate commercial interest and the conditions established in said Procedure are met.

## **11. TRAVEL AND ENTERTAINMENT**

As mentioned previously, all Company Representatives and Third Parties are expressly prohibited from promising, offering, delivering, soliciting, or receiving, directly or indirectly, any undue benefit or anything of value to/from private or Government Representatives, to influence the decisions or acts of these private or Government Representatives.

However, as detailed in Nexa's Travel and Entertainment Procedure, which is available at Nexa's GQI, reasonable Travel and Entertainment expenses may be permitted when they are connected to a legitimate business purpose of Nexa and are permitted under applicable laws and regulations.

In general, as discussed in Nexa's Travel and Entertainment Procedure, any invitation to or travel involving any private or Government Representative must not be used, in any case or under any circumstance, to obtain, directly or indirectly any undue advantage for Nexa. Nexa will only cover travel expenses that are reasonable, necessary, and consistent with the functions and duties of the private or Government Representative as well as the legitimate business purpose of the travel.

All invitations for travel must be sent to in writing to the head/chief of the entity which employs the private or Government Representative or through other official/institutional channels. Whenever possible, the invitation should not identify a specific individual or individuals but rather describe the objective criteria by which the private or Government Representative should be selected.

Travel expenses must be duly recorded in the accounting books and records of Nexa or its relevant subsidiary. Finally, Nexa will only reimburse travel expenses that are reasonable, necessary, and proportional according to the activity and the specific circumstances.

## **12. POLITICAL CONTRIBUTIONS, DONATIONS AND SPONSORSHIPS**

The payment or provision of donations or sponsorships, regardless of value, can present corruption risks and shall be done only in accordance with Nexa's Donations and Sponsorships Procedures, which are available at Nexa's GQI.

### **12.1 Political Contributions**

No funds, goods, assets, facilities, or services shall be paid, provided, or furnished by Nexa to any political party, or candidate for, or incumbent of, any public office, or to any initiative or referendum campaign.

### **12.2 Donations**

A donation is a voluntary and free delivery of money, goods and/or services by Nexa in favor of an entity, public or private, which receives such goods and/or services without any type of payment or compensation in exchange for them.

Prior to announcing, offering, promising, or making any donation, the request should be sent to the Donations Committee, in accordance with PG-CCA-COMP-05 Donations Procedure, to be assessed from a technical point of view and to start the risk-based Integrity Due Diligence actions for the potential beneficiary of the donation, particularly in relation to its integrity and possible involvement in Bribery, money laundering, terrorist financing or other criminal activity. Depending on the results of the due diligence screening, an application for donation may be rejected.

Nexa's Donations Procedure establishes the Company's standards and guidelines that appropriately and reasonably regulate Donations granted by Nexa, its subsidiaries, Company Representatives, in favor of private or Government entities, pursuant to Nexa's principles, values and compliance rules as well as applicable legal requirements. All Donations shall be formalized by a written agreement.

Third Parties, acting on behalf of Nexa, are forbidden to provide donations to other Third Parties.

For more information, please consult Nexa's Donations Procedure, available at Nexa's GQI.

### **12.3 Sponsorships**

A sponsorship is the support of an event or activity provided by Nexa in favor of other individuals or legal entities, which grants rights or benefits of publicity to Nexa through the media, public events, and publications, among others.

Prior to announcing, offering, promising, or making any sponsorship on behalf of Nexa, the request should be sent to the Corporate Affairs area in accordance with Sponsorships Procedures, and perform the risk-based Integrity Due Diligence actions with respect to the potential beneficiary of the sponsorship, particularly in relation to its integrity and possible involvement in Bribery, money laundering, terrorist financing or other criminal activity. Depending on the results of the due diligence screening, an application for sponsorship may be rejected.

Nexa's Sponsorships Procedure establishes the Company's standards and guidelines that appropriately and reasonably regulate Sponsorships granted by Nexa, its subsidiaries and its Company Representatives in favor of private or Government entities, pursuant to Nexa's principles, values, and compliance rules as well as applicable legal requirements.

All Sponsorships shall be formalized by a written agreement.

- For more information, please consult Nexa's Sponsorships Procedure, available at Nexa's GQI.

### **13. TECHNICAL COOPERATION AND OTHER AGREEMENTS**

- All technical cooperation agreements and others similar that provide any type of benefit to a Third Party, Government Representative, Government Entity or Communities shall be reviewed by Legal and Compliance areas before its execution.

### **14. ACCURATE BOOKS AND RECORDS AND INTERNAL CONTROLS**

To comply with applicable anti-corruption laws, Nexa must maintain detailed books, records and accounts that accurately and fairly reflect its transactions. These record-keeping requirements are broad and apply to all books, records and accounts including financial records, accounting records, memorandum, documents, and electronic storage devices.

To avoid any corruption, money-laundering, terrorist financing, or related risk, all transactions must be recorded accurately, transparently and in a timely manner; described in sufficient detail; and properly supported by documentation that is retained and accessible. Also, Nexa should never agree to requests for false invoices or for payments of expenses such as gifts, hospitality and travel expenses that are unusual, excessive, inadequately described, or otherwise raise questions under this Policy, such as payments made to a Third Party when services/supplies were provided by other Third Party.

Nexa should never make any payment to any anonymous (such as, "numbered") account that is in the name of neither the payee nor any entity known to be controlled by the payee.

Nexa will maintain a monitoring framework to facilitate compliance with this Policy as well as to foster a culture of integrity and maintain ethical standards throughout Nexa.

### **15. CORRECTIVE ACTION**

Any failure to comply with this Policy may have serious consequences for Nexa, as well as Company Representatives and/or Third Parties. Failure to comply with this Policy can result in serious fines or criminal penalties and severely damage Nexa's reputation. Company Representatives or Third Parties involved in violations may be disciplined, including termination of employment or contract/engagement and may also be subject to imprisonment and fines, regardless of their country of citizenship.

Nexa will appropriately and timely respond to any issue raised under this Policy. After appropriate investigation, Nexa may institute corrective action, which may involve disciplinary or remedial actions for anyone who:

- Violates this Policy or any other specific procedure or policy of Nexa;
- Fails to report a violation of this Policy;
- Repeatedly and unjustifiably does not participate in the training and communication activities provided in accordance with Nexa's policies and procedures or persistently refuses to participate in them;
- Fails to implement the requirements of this Policy; or
- Retaliates against any person reporting, in good faith, an alleged violation of this Policy.



- These measures will be rigorously applied and without exception at all levels of Nexa and to all Company Representatives and/or Third Parties who commit the infractions described above.

## **16. ADVICE FROM COMPLIANCE AND LEGAL AREAS**

This Policy identifies specific occasions where it is necessary to obtain advance joint and written recommendation from the Compliance and Legal areas. This includes the following situations:

- Before retaining a Third Party to assist Nexa in its dealings with private or Government Representatives;
- Before approving any joint venture or partnership undertaken by Nexa and at least one other individual or entity;
- Before any merger, acquisition, or other business combination or venture undertaken by Nexa (advance approval must also be obtained from Nexa's Board of Directors, according to Nexa's corporate governance policies and procedures); and
- Before announcing, offering, promising, or making a donation or sponsorship to any organization where a relationship or potential relationship with a Government Representative has been identified.

Questions about the above activities may also be directed to the Legal and Compliance areas. In addition, the Legal and Compliance areas can assist any Company Representative or Third Parties in discussing, under best practices, prior approval for activities not covered above.

For other situations that are not covered in this Policy or where other Company resources are used and private or Government Representatives may receive benefits from Nexa, the Compliance and Legal areas must be consulted for further guidance prior to the activity.

## **17. ANTICORRUPTION RISK ASSESSMENT**

As part of Nexa's performance of its bi-annual risk assessment, the following actions should be included:

- Identify corruption risks considering factors such as:
  - The size and corporate structure of Nexa;
  - The geographical areas where Nexa operates;
  - The nature, scale and complexity of Nexa's operations;
  - Nexa business model;
  - The nature and scope of the activities executed by Nexa's Third Parties, especially those that interact with private or Government Representatives.
  - The nature and scope of Nexa relationships with Government Representatives;
  - Duties and obligations in accordance with local regulations of the places where Nexa operates;
  - Allegations received through Ethics Line; and
  - Internal Audit and Internal Control reports.
- Analyze, evaluate, and prioritize corruption risks that must be treated and mitigated.
- Determine and evaluate the suitability and effectiveness of the action plans implemented in Nexa to mitigate the risks identified and evaluated.



The risk assessment process must be properly documented, including the action plans adopted by Nexa to mitigate its corruption risks.

On an annual basis, the Compliance area will assess if significant changes to processes, laws and regulations have taken place in order to identify and mitigate new risks that could arise of such changes.

## **18. RED FLAGS**

Throughout any due diligence, review, and approval process, and as part of Nexa's continuing oversight of anti-corruption compliance, all Company's Representatives and Third Parties must be aware of the presence of any corruption-related "red flags," warning signs or circumstances that may indicate Bribery or corruption.

Although the presence of a red flag does not mean that a business relationship or activity is unacceptable, it does mandate greater scrutiny and the potential implementation of certain safeguards from Nexa, depending on the underlying risks.

Red flags may arise in a variety of contexts: gifts or hospitality, a due diligence review, contract negotiation, contract performance, or donations and sponsorships. Any Company Representative or Third Party involved in any relationship that may give rise to a red flag must be alert for circumstances that suggest any ethical or financial impropriety.

The following is a non-exhaustive list of some red flags or warning signs that may arise in Nexa's transactions. Other circumstances may arise that indicate Bribery or another corrupt activity. Any Company's Representative or Third Party who learns of circumstances that may suggest the possibility of Bribery or another corrupt activity must immediately use the reporting channels set forth in Section 20 of this Policy.

### **(i) Gifts or Hospitality**

- A Government Representative or other individual requests a payment or inappropriate gift or form of hospitality or insinuates that request;
- A private or Government Representative proposes informal meetings outside his/her office or in inappropriate places.

### **(ii) Due Diligence Review**

- Business is in a country or service sector with a reputation for corruption or Bribery (see Transparency International's Corruption Perceptions Index, available at <http://www.transparency.org/research/cpi/overview>);
- Reputational searches reveal a past history of Bribery or corruption;
- References indicate poor ethical reputation;
- A Third Party:
  - ✓ provides incomplete or inaccurate information in required disclosures;
  - ✓ refuses to provide evidence of compliance with anti-corruption laws;
  - ✓ refuses to provide information requested during the due diligence process;
  - ✓ appears to lack sufficient capability or staff qualifications to provide the services or goods for which it is being engaged;

- ✓ is not normally directly involved in the type of project or business activity for which it is being retained;
- ✓ wants to work without a contract or with a vague contract;
- ✓ has family or business ties with a Government Representative;
- ✓ is owned by or employs a Government Representative.

**(iii) Contract Negotiation**

- A person or entity requests:
  - ✓ an unusual transaction structure, inclusion of incorrect or unnecessary cost items, or false documentation;
  - ✓ unnecessary or multiple Third Parties performing similar functions;
  - ✓ success fees or after-market fees.
- A Government Representative or private or Government Entity requests the retention of a particular Third Party;
- Above-market prices are involved in a business transaction.

**(iv) Contract Performance**

- A person or entity requests:
  - ✓ “up-front” payments or an increase in compensation not provided for in a written agreement;
  - ✓ payments to be made to a Third Party other than the contracting individual or entity;
  - ✓ that false invoices or documentation be made;
  - ✓ that secret agreements be made.
- Unusually large payments or payments that appear to be in excess of the service to be rendered are requested;
- Reimbursement of poorly documented expenses is requested;
- An individual or entity fails to obtain prior approvals for expenses as required by the contract;
- The total amount to be paid for goods and services appear to be unreasonably high or above the customary or arms-length amount;
- Request of unusual payments or billing procedures, such as:
  - ✓ to anonymous bank accounts;
  - ✓ to bank accounts containing corporate funds but held in names of individuals;
  - ✓ through shell companies created to receive revenues and facilitate transactions;
  - ✓ in cash rather than by checks or wire transfer;
  - ✓ Checks made out to “bearer” or “cash”;
  - ✓ Advance payments not applied;
  - ✓ Not in accordance with the contract such as to a party other than the contracting party;



- ✓ To be made in a country outside of the country where the contracting individual or entity resides or where the work is taking place or services being provided.

**(v) Donations**

- The recipient has no legitimate bank account;
- A cash payment of the donation is requested;
- The recipient is affiliated with a Government Representative or government entity.

**(vi) Sponsorships**

- The recipient has accounts in tax haven;
- The recipient is affiliated with a Government Representative or government entity;

The Compliance area must maintain all due diligence, review, and approval records related to anti-corruption compliance and this Policy.

For other situations that are not covered in this Policy or where other Company resources are used and Government Representatives or Third Parties may receive benefits from Nexa, the Compliance and Legal areas must be consulted for further guidance prior to the activity.

## **19. TRAINING AND EDUCATION**

Company Representatives must participate in annual trainings on this Policy and any other issues identified by the Compliance area as appropriate, such as changes in applicable laws or regulations.

Such trainings may be conducted in-person, by e-learning or virtually, but each recipient must acknowledge his/her compliance with the policies and procedures for which they received training on an annual basis.

Based upon the results of the risk-based due diligence process, Nexa may require higher risk Third Parties to acknowledge that all their employees/representatives/agents that act for or on behalf of Nexa will receive baseline and periodic training on key compliance issues including, but not necessarily limited to, anti-corruption/bribery.

## **20. REPORT OF VIOLATION AND CONSEQUENCES**

Potential or actual violations of this Policy shall be reported by anyone through their immediate supervisor, the Human Resources area, the Compliance and/or Legal area, or through Nexa's Ethics Line.

All these reports will be reviewed and investigated by the Compliance area and additionally, all those reports made through the Ethics Line will be reviewed and investigated by Nexa's Internal Audit and Conduct Committee, which will evaluate and address proper disciplinary actions.

The Compliance area will periodically report to the Conduct Committee and Audit Committee on the effectiveness of this Policy, informing about any Material Deviation identified and measures taken to correct identified issues. Besides, the Internal Audit will report to Nexa's Audit Committee regarding complaints received through the Ethics Line.





Depending on the situations and the results of the investigation, some cases may also be self-reported to the appropriate authorities.

## **21. ACKNOWLEDGEMENT**

Nexa assumes that you have read this Policy carefully, have understood its content and intend to comply with it and are committed to apply its provisions to your daily work routine. Lack of awareness of this Policy does not exempt you from complying with the imposed obligations.

Consult with the Compliance and Legal areas if you have any doubt regarding this Policy or any other compliance policies and procedures.

## **22. REFERENCES**

- PC-CCA-CMP-005 Compliance Policy;
- PG-CCA-CMP-002 Donations;
- PG-CCA-CMP-003 Gifts & Hospitality;
- PG-CCA-CMP-004 Relationship With Government;
- PG-CCA-CMP-006 Conflict of Interests;
- PG-CCA-CMP-007 Integrity Due Diligence;
- PG-CCA-CMP-009 Sponsorships; and
- PG-CCA-CMP-010 Compliance Definitions

**Approved on March 18, 2021**

