

## SUPPLIERS CODE OF CONDUCT

Effective August 9, 2021

### 1. INTRODUCTION

Amerigo Resources Ltd. and its subsidiaries (together, “**Amerigo**”, the “**Company**”, “**we**”, “**us**” or “**our**”), are committed to conducting business in an ethical, legal and socially responsible manner. The Company recognizes the importance of accountability through personal and professional integrity and safety by working responsibly to ensure the well-being of its people and business as well as delivering results through its commitment to excellence. The Company values its relationships with its Suppliers (as defined below) as they are critical to the Company’s success and allows us to meet our business objectives. Amerigo expects the same adherence to ethical and responsible practice from its Suppliers as the standards applicable to its workforce. Amerigo will routinely assess compliance with this Supplier Code of Conduct (the “**Code**”) as part of its decision and everyday business practice relating to our evaluation, selection and management of its Suppliers.

### 2. PURPOSE

The objective of this Code is to outline Amerigo’s minimum expectations of its Suppliers with respect to Amerigo’s governance, social and environmental standards and values.

### 3. DEFINITIONS

“**Supplier**” means any person, corporation or other legal entity that provides goods or services to or on behalf of Amerigo and its employees, contractors and agents. A Supplier includes a consultant, vendor, contractor or agent.

### 4. SCOPE

This Code applies to all Suppliers.

### 5. INTERACTION WITH OTHER POLICIES AND AGREEMENT

This policy supplements and should be read in conjunction with Amerigo’s other policies applicable to our Suppliers, including, without limitation, our Code of Business Conduct and Ethics, Whistleblower Policy, Corporate Disclosure Policy, Anti-Bribery and Anti-Corruption Policy, Insider Trading Policy, General Privacy Policy, and Safety, Occupational Health, Environment and Social Responsibility Policy, and any site-specific policies identified or required under Supplier’s agreement with Amerigo.

If there is any conflict between this Code and any agreement between Amerigo and Supplier, the more stringent requirements shall take precedent.



## **6. BUSINESS ETHICS**

Suppliers are required to, at a minimum, comply with the following business ethics conditions to become and remain a Supplier of Amerigo.

### **6.1 Compliance with Laws and Industry Standards**

Suppliers must comply with the laws, regulations, codes and other regulations and governmental requirements in their jurisdictions in which they operate and in those jurisdictions in which they conduct business with or for Amerigo. If laws in certain jurisdictions are less stringent than the standards set out in this Code, Suppliers must, at a minimum, comply with this Code. Conversely, if local laws and regulations are more stringent than this Code, Suppliers must comply with such local laws and regulations.

Suppliers must also comply with the applicable industry and international standards relating to the sourcing of goods and the performance of services.

### **6.2 Code of Business Conduct and Ethics**

Suppliers are expected to adhere to the principles set forth in Amerigo's Code of Business Ethics and Conduct and its supporting policies as noted in Section 5 of this Code.

### **6.3 Confidentiality**

Amerigo's records, reports, processes, plans, maps, methods and apparatus and any other data which are not in the public domain are considered confidential. Suppliers are strictly prohibited from disclosing such confidential information without prior and written authorization from Amerigo.

Where applicable, Suppliers must adhere to Amerigo's Insider Trading Policy when and if Suppliers obtain or have knowledge of Inside Information (as defined in the Insider Trading Policy) in connection with the work performed for Amerigo.

### **6.4 Anti-Corruption and Anti-Bribery**

Suppliers must comply with all applicable anti-corruption laws and must adhere to Amerigo's Anti-Bribery and Anti-Corruption Policy. Suppliers must not accept, ask for, engage in, make, offer, promise, or authorize anything of value including payments, lavish gifts and entertainment or favours to government officials for the purposes of influencing the government official's decisions or conduct with respect to the goods or services the Supplier is providing to Amerigo. Suppliers shall maintain books and records that are full, fair and accurate and understandable to reflect all transactions and other similar information. In addition, Suppliers are expected to report any suspected violations of anti-bribery and anti-corruption duties and standards through the process set forth in the Whistleblower Policy.

Suppliers must also comply with all applicable anticorruption laws, including the *Canadian Corruption of Foreign Public Officials Act* and local laws in Chile and in the other jurisdictions in which they operate. Where there are variations in the applicable laws, Suppliers must comply with the strictest requirement. Suppliers must also inform Amerigo if any of their directors, officers, shareholders or senior managers are "government officials" for purposes of anti-corruption laws.



## **6.5 Antitrust**

Suppliers must not engage in any collusive bidding, price fixing or other unfair trade practices and will comply with all applicable competition/antitrust laws and other laws intended to promote free and fair competition.

## **6.6 Discrimination**

Suppliers must not discriminate on the basis of race, colour, religion, nationality, gender, ethnicity, age, marital status, creed, sexual orientation, political beliefs, pregnancy, disability or other basis prohibited by law.

## **6.7 Conflicts of Interest**

Suppliers must avoid any conflict of interest and should immediately disclose to Amerigo if they perceive a potential conflict of interest so that appropriate action can be taken to mitigate potential risks. Suppliers may disclose this information to its Amerigo representative or to [ad@amerigoresources.com](mailto:ad@amerigoresources.com).

# **7. PEOPLE AND ENVIRONMENT**

Amerigo is committed to the protection of the environment and human rights of all individuals impacted by our operations. Suppliers must meet or exceed all health and safety laws and practices as it relates to the health and safety of their employees, suppliers, customers and the communities in which they operate in or might be affected as a result of their business activities.

## **7.1 Human Rights**

Amerigo is dedicated to respecting the human rights of all individuals impacted by our operations, including employees, suppliers, the communities in which the Company operates in and other external stakeholders.

Amerigo promotes a work environment in which individuals are treated with respect, provided equal opportunity based on merit and kept free of all forms of discrimination. Amerigo expects its Suppliers to share this commitment and to ensure that they have appropriate policies and procedures in place to protect human rights and avoid any human rights abuses. Suppliers must uphold the highest regard for human rights and treat their employees and contractors with dignity and respect. Amerigo strictly prohibits any form of forced or child labour. Furthermore, Amerigo expects its Suppliers to respect and protect workers' rights, including rights to safe working conditions, fair compensation and working hours, freedom of association, equal opportunity, freedom from discrimination, and collective bargaining.

## **7.2 Prohibited Substances**

Amerigo has a “zero tolerance” policy for illegal drug use, consumption of alcohol or other substance abuse which affects performance. Any employee, contractor or agent of Supplier in possession of alcohol or non- prescription, performance altering drugs, including any narcotic will be removed from site immediately and the Supplier’s contract may be terminated.



### **7.3 Safety, Occupational Health, Environment and Social Responsibility**

Amerigo's Safety, Occupational Health, Environment and Social Responsibility Policy affirms the Company's commitment to safeguarding the health and safety of its people as well as prioritizing environmental protection and sustainability. Amerigo expects all Suppliers to have rigorous practices and procedures designed to promote the health and safety of their employees, suppliers, contractors, customers and communities who may be affected as a result of their business practices. In addition to this, Amerigo expects that Suppliers must meet or exceed all environmental laws in the jurisdictions in which they operate and should have robust environmental controls in place to actively mitigate any potential environmental risks due to their operations. Suppliers must also adhere to all Amerigo site-specific health, safety and environmental policies and procedures.

## **8. SUBCONTRACTORS**

Unless expressly agreed to otherwise in a written agreement between Supplier and Amerigo, Suppliers must not use subcontractors in the performance of work for Amerigo without the prior written consent from Amerigo. Suppliers must ensure that all approved subcontractors also agree to comply with this Code.

## **9. AUDITS**

Suppliers may be subjected to audits by Amerigo or a third party designated by Amerigo on an ad hoc basis to ensure compliance with all applicable laws and standards as well as this Code. Audits may include the requisition of documentary evidence or may involve a visit of Supplier's facility where good or services are manufactured or performed. Failure of Supplier to cooperate with Amerigo or its designated third party may result in termination of a contract.

## **10. REPORTING**

If a Supplier believes a violation of this Code or other Amerigo's policy has occurred or is occurring, Suppliers may either make a report by using the whistleblower process outlined in the Whistleblower Policy, or report Supplier's concerns directly to its Amerigo representative or to [ad@amerigoresources.com](mailto:ad@amerigoresources.com). Any Supplier making such a report is to be free from any concern about retaliatory consequences. Supplier shall fully cooperate to any investigation into an alleged violation of this Code by Supplier or any other person.

## **11. FAILURE TO COMPLY**

Suppliers are accountable for compliance with this Code. Amerigo may at any time require Suppliers to certify and acknowledge receipt and understanding of this Code.

Non-compliance with this Code may result in Amerigo working with Supplier to implement mutually agreed corrective and prompt actions. If Supplier is unwilling to correct its non-compliance or in Amerigo's discretion Amerigo considers a violation to be materially offside with Amerigo's values, such non-compliance may result in termination of a contract without notice. Non-compliance with this Code may also result in such other measures that are available at law.



Amerigo may from time to time, provide training or information to Suppliers in connection with conformance of this Code prior to or during the supply of goods or the performance of services for Amerigo.

## **12. AMENDMENT**

Amerigo may amend this Code at any time in its discretion.

This Code has been translated into Spanish. In the event of any discrepancy between the original English version and the Spanish translation, the English version will prevail.

## **13. QUESTIONS**

If Suppliers have any questions or require any further information concerning this Code, please contact your Amerigo representative or to [ad@amerigoresources.com](mailto:ad@amerigoresources.com).



### **Supplier Agrees to be Bound by Code**

This Code forms part of all agreements between Amerigo and its Suppliers. Suppliers are required to comply with this Code and to ensure that its employees and representatives understand and comply with this Code. Failure to adhere to this Code may be grounds for termination of the Supplier relationship and any related agreements.

By signing below, Supplier acknowledges and agrees to the Code.

Name of Supplier:	
Authorized Signatory:	
Name:	
Title:	
Date:	