

**YUNNAN JINXUN RESOURCES CO., LTD.**

3/F, Block B

No. 1389 Changyuan North Road

Gaoxin District

Kunming City

Yunnan Province

People's Republic of China

("Jinxun", together with its subsidiaries, the "**Group**")

**MINERA JINXUN PERÚ S.A.C.**

Av. Angamos Oeste No. 651, Int. 402, district of Lima, province and department of Lima.

**HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED**

62/F, The Center

99 Queen's Road Central

Hong Kong

(the "**Sole Sponsor**" and "**Sponsor-Overall Coordinator**")

31 December 2025

Dear Sirs

We have been asked to provide this legal opinion to you with regard to the laws of the Republic of Peru (the “Jurisdiction” or “Peru”) in connection with the listing of the ordinary shares of Minera Jinxun Perú S.A.C. (the “**Shares**”) on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Proposed Listing**”). The Proposed Listing will involve an offering for subscription to the public in Hong Kong and an international placing of new Shares (the “**Initial Public Offering**”), subject to the exercise of an over-allotment option to be granted by Jinxun for the issue and allotment of additional new Shares up to 15% of offer size of the Initial Public Offering (the “**Over-allotment Shares**”) (together referred to as the “**Global Offering**”). We have been asked to provide this legal opinion in relation to Minera Jinxun Perú S.A.C. (the “**Company**”) which is incorporated in the Jurisdiction.

This opinion is delivered to the Sole Sponsor and the Sponsor-Overall Coordinator (for and on behalf of the Underwriters) pursuant to clause 2.1.1 of the Hong Kong Underwriting Agreement and to the International Underwriters pursuant to section 8 of the International Underwriting Agreement. This opinion is delivered and has been prepared under the assumptions and qualifications set forth in Appendixes A and B herein, respectively.

## DOCUMENTS REVIEWED

For the purpose of our opinion, we have examined the following documents (together, the “**Documents**”)

- the prospectus dated 31 December 2025 (the “Prospectus”) and the offering circular to be dated on or around 7 January 2026 issued by the Company in relation to the Proposed Listing;
- copies of the material contracts to which the Company is a party or which are binding upon it or any of its assets (the “**Material Contracts**”) for Section F as set out in Appendix C; *provided that*, we have not qualified any contract as a Material Contract and that such qualification has been performed by the Company and, therefore, we assume there are no additional contracts or agreements entered into by the Company that might be qualified as a Material Contract;
- copies of the documents referred to in Appendix D hereto (together, the “**Other Examined Documents**”); *provided that*, such list excludes documents related to tax and labour matters.

## OPINIONS

Based upon our review of the Documents and subject to the assumptions set out in Appendix A and subject to the qualifications set out in Appendix B, we give the following opinions in relation to the matters set out below:

### A. Incorporation and Corporate Information



The Company is a company duly incorporated, validly existing and in good standing under the laws of Peru. The Company is a separate legal entity and possesses the capacity and authority to sue and be sued in its own name. The Company is not entitled to immunity under the relevant laws. Further information of the Company is set out in Appendix E hereto.

The constitutional documents of the Company are not in breach or violation of any laws or regulations of Peru and are in full force and effect.

The articles of incorporation and other constitutional documents of the Company are duly adopted, and all incorporation documents that are required to be filed with the relevant authority have been so filed.

The Company has the full corporate power and capacity to own, use, lease or operate its properties and assets and carry on its current business under its constitutional documents and the laws of Peru. There are no restrictions under the Company's constitution affecting such ability, power and capacity.

The entire capital of the Company and its participations (i) have been duly and validly authorised and issued and are fully paid and non-assessable in accordance with the laws of Peru and the constitutional documents of the Company without contravening any pre-emptive rights, re-sale right, right of first refusal or similar rights under the laws of Peru or the constitutional documents of the Company, and (ii) as registered in the Company's public registry entry are free and clear of all charges, security, liens, encumbrances, equities or claims and not subject to any mortgage, charge, pledge or other third party interest, and the shareholders of the Company have good and valid title to the corresponding shares. Each such participation rank *pari passu* in all respects with one another.

To the best of our knowledge pursuant to the Company's public registry entry and as informed by the Company (i) the ownership/title of such participations is not in dispute; and (ii) there are no outstanding rights, warrants or options to acquire, or instruments convertible into, any shares or equity interest in the Company.

Since the incorporation of the Company and up to the date of this opinion, the identity of the shareholders of and their respective participations in the Company (including all changes within such period) are as set out in Appendix E hereto. On the date of this opinion, as informed by the Company the identity of the officers of and their respective term of office are as set out in Appendix E hereto. Such officers and their respective terms of office have been appointed in accordance with the laws of Peru and the constitutional documents of the Company. The company does not have (it is not obligated to do so) a board of directors.

The Company has the full power and authority under the laws of Peru and its constitutional documents to declare and effect dividend payments/distributions in or out of Peru freely in any foreign currencies without the necessity of obtaining any governmental approvals or permits.

The Company is not currently prohibited from or is subject to any restrictions in, directly or indirectly, paying any dividends or other distributions to the holders of their respective participations under its *constitutional documents* and/or under (i)



the current laws and regulations of Peru or (ii) its constitutional documents; *provided* that dividends can only be paid from profit actually obtained or freely available reserves and only as long as the net assets of the Company are not lower than the paid capital. Income tax withholding is 5% for dividends paid to foreign (not domiciled) individuals or companies

As informed by the Company there are no outstanding loans from the Company's shareholders. No governmental or regulatory approvals are required to obtain loans from partners.

It is pertinent to mention that there is no Peruvian restriction on the nationality of the shareholders or on the percentage of local/foreign shareholding of the Company, and that there are no shares held by a trustee or subject to any third-party interests (which include mortgages, charges, pledges, trusts arrangements and other encumbrances). Furthermore, under Peruvian law, there are no restrictions against trust arrangements (fideicomisos). However, trusts must be formalized through a public deed and registered in the Peruvian Public Registry and/or the *Sistema Informativo de Garantías Mobiliarias* (SIGM) of the Public Registry, if they involve real estates or other registrable assets. However, the Company has no shares subject to any trust arrangements. No stamping is required, but notarial and registral fees may apply.

Additionally, the Company does not have a Board of Directors, and it is not obligated to do so according to the Peruvian General Corporations Law. 26887, since it is a closed stock company which only operates with a General Manager under the Shareholders Meeting, who is Mr. Jianyun Xie, identified with Foreign ID Card No. 001674990.

## **B. Corporate Reorganization:**

The Company has not reported to be in the process of any Corporate Reorganization; therefore, this section is not applicable to the Company.

However, it is pertinent to point out that, according to the minutes of the General Shareholders' Meeting of the Company dated November 25, 2022, as well as by the Public Deed granted before the Notary Public of Lima, Carlos Antonio Herrera Carrera, dated March 10, 2023; the Company entered into a simple merger by the absorption of "Minpuse Latin America S.A.C." which became effective on December 6, 2022.

This simple merger by absorption is fully valid and is duly registered in the Electronic Record before the Public Registry of the Company. It should be noted that, as a consequence of this merger, the Company assumes any claims, liabilities and obligations that had previously corresponded to Minpuse Latin America S.A.C.

## **C. Litigation and Winding-up Proceedings:**

Based solely on what has been disclosed by the Company, we are aware of the existence of three lawsuits in process:



1. The first one, regarding a lawsuit filed by Minex Contratista Minero S.A.C. for an obligation to give a sum of money against Minpuse Latin America S.A.C. dated November 21, 2022, for the concept of advances granted and not paid amounting to US\$ 80,219.97 (Eighty Thousand Two Hundred Nineteen and 97/100 U.S. Dollars). In this regard, the Company stated that the first instance sentence is pending, which should be favorable for the Company, since the plaintiff, Minex Contratista Minero S.A.C. did not appear in the process and did not refute the allegations presented by Minpuse Latin America S.A.C. It is worth mentioning that Minpuse Latin America S.A.C. was subject to a merger by absorption with the Company, as stated in the minutes of the General Shareholders Meeting dated November 25, 2022, and in the Public Deed of Simple Merger by Absorption dated March 10, 2023, executed before the Notary Public of Lima, Carlos Antonio Herrera Carrera with Kardex No. 52502; and, according to the Company, it is a low risk process. It is worth mentioning that this case does not meet the materiality criteria (CNY 1'000,000.00) and does not have any impact in the continuity of the Company's business operation

2. The second is a labour lawsuit filed by a former employee of Minpuse Latin America S.A.C. for arbitrary dismissal, initiated in 2021. There is an unfavourable judgment against the Company, in which merit is pending the payment of court costs in the amount of S/ 4,950.00 (Four Thousand Nine Hundred Fifty and 00/100 Soles) and the payment of interest in the amount of S/ 406.44 (Four Hundred Six and 44/100 Soles) in favour of the plaintiff, Jianmin Hu, which to this date has not been paid and which could be subject to an execution process against the Company, under the understanding that Minpuse Latin America S.A.C. was subject to a merger by absorption of the Company, as stated in the minutes of the General Shareholders Meeting dated November 25, 2022 and in the Public Deed of Simple Merger by Absorption dated March 10, 2023, executed before the Notary Public of Lima, Carlos Antonio Herrera Carrera with Kardex No. 52502; and, according to the Company, it is a medium risk process. It is worth mentioning that this case does not meet the materiality criteria (CNY 1'000,000.00) and does not have any impact in the continuity of the Company's business operation

3. The third is a process known as the Figueroa Case, in which, as stated by the Company, a company called Empresa de Transportes Figueroa S.A., from February to May 2023 issued fourteen invoices for amounts higher than those agreed in the corresponding contract, which corresponded to the services provided. The Company contacted Empresa de Transportes Figueroa S.A. to communicate this situation and that the Company had paid an excess amount of S/ 98,879.75 (Ninety-Eight Thousand Eight Hundred Seventy-Nine and 75/100 Soles). Subsequently, Empresa de Transportes Figueroa S.A. issued invoices F005-0000753 and F005-0000754; however, the Company informed that these invoices would not be paid, since there was a balance in favour of the Company. Consequently, the Company sent a notarized letter to Empresa de Transportes Figueroa S.A. to request that the corresponding credit notes be issued and that the remaining balance, amounting to S/ 49,771.96 (Forty-Nine Thousand Seven Hundred Seventy-One and 96/100 Soles) be returned by deposit, without having received any response. In this case, there is no judicial or administrative process pending; and, according to the Company, it is a low-medium risk process. It is worth mentioning that this case does not meet the materiality criteria (CNY

1'000,000.00) and does not have any impact in the continuity of the Company's business operation.

Based solely on the searches conducted at the Judicial District of Lima-Cercado, there is no order, writ of summons, petition or shareholders' resolution filed or passed for the dissolution or liquidation of the Company or appointment of a receiver, administrator or liquidator in Lima, Peru in connection with the winding-up, dissolution, liquidation procedures of the Company or its assets.

#### **D. Legal and Compliance**

To the best of our knowledge and as informed by the Company, the Company has obtained all necessary licenses, consents, authorizations, permissions, declarations, approvals, orders, registrations, clearances, certificates, permits, ("**Government Authorizations**") report to and filings with government agencies or body or any other regulator ("**Authority**") in Peru for it to lease, license and use properties (including any planning, building, construction and occupation permits and approvals) and to own, lease and licence assets, and to conduct its current business in so far as such properties and assets and the conduct of such businesses are governed by Peruvian Laws, and such Government Authorizations are valid, in full force and effect, and contain no material restrictions or conditions.

Please refer to Section 3 of Appendix F for further details of the relevant Government Authorizations.

To the best of our knowledge and as informed by the Company, there are no legal impediments to the renewal of such Government Authorizations, and there are no proceedings pending or threatened relating to the revocation, suspension, withdrawal, cancellation, modification or non-renewal of any such Government Authorizations.

To the best of our knowledge and based solely on the information disclosed by the Company, there are no Government Authorizations required in Peru by the Company that have not been obtained, or any other filing, recording or registration with any regulatory authority or governmental agency in Peru that has not been effected in connection with the Company's operation and the Proposed Listing (including but not limited to the issue and sale of Shares under the Global Offering and the associated changes in shareholding and directors of Jinxun and/or the Company).

To the best of our knowledge and as informed by the Company, all necessary corporate filings of the Company have been made on a timely basis in Peru since its incorporation and thereafter up to the date hereof.

To the best of our knowledge and based solely on the information disclosed by the Company, the Company is (and has been) in compliance with all material respects of all applicable laws, regulations, rules and its articles of association or other constitutional documents for the last three years ended December 31, 2024 (the "**Track Record Period**") and the twelve months ended on December 22, 2025.





The Company does comply with the laws related to the trading activities of the Company, property laws, import and export laws, employment laws (including full contributions to social security insurance, provident funds, employee compensation and statutory employee benefits), labour laws (including work safety and child labour), environmental laws, mining laws, insurance laws, anti-trust laws and laws governing the business operative segment of the Company.

The Company does conduct business related to the commerce of gold, in that sense, although the mining activity of commercialization of minerals is free and no general registration is required, under Ministerial Resolution No. 249-2012-MEM-DM the Special Registry of Gold Traders and Processors (REPCO), in which all natural or legal persons engaged in the purchase and sale and/or refining of gold must be registered, was created and imposed the obligation to keep a detailed record of suppliers and the destination of the metallic gold. In this case, the Company is duly registered in the REPCO with the registration number REPCO-009040. In consequence, the Company is not subject to further registration, approval or recognition under any Governmental Regulator. Therefore, there is not any applicable registration pending.

The Company has offices in the city of Trujillo, which is duly constituted and comply with the requirements set forth in the Company's bylaws, as well as the applicable laws of Peru.

#### **E. Proposed Listing of Jinxun**

As of the date hereof, no approvals, authorisations or consents of and from, or filings with or notifications to any Authorities are required for or as a result of the Proposed Listing (including but not limited to the issue and sale of Shares under the Global Offering and the associated changes in shareholding and directors of Jinxun).

The consummation or performance of the transactions contemplated by the Proposed Listing (including but not limited to the issue and sale of Shares under the Global Offering and the associated changes in shareholding and directors of Jinxun and/or the Company) do not contravene, violate, conflict with or constitute a default under:

- Any law, regulation or decree of Peru or, to the best of our knowledge as informed by the Company, any judgement, ruling or order applicable to the Company which is currently in force;
- The Company's constitutional documents; or
- To the best of our knowledge as informed by the Company, any agreement/instrument binding upon the Company or any of its assets (including the Material Contracts).

The execution and delivery of the underwriting agreements by Jinxun and the consummation of the transactions contemplated by the underwriting agreements will not contravene (i) to the best of our knowledge as informed by the Company, any loan agreement or any other agreement/instrument binding upon the Company



or any of its assets; (ii) to the best of our knowledge and as informed by the Company, any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its assets or (iii) any applicable law, regulation or rule, the articles of association or other constitutional documents of the Company.

## **F. Tax**

To the best of our knowledge and based solely on the information disclosed by the Company, the Company has paid all applicable taxes since incorporation, and there are no deficiencies.

Also, as informed by the Company, the Company has updated all its information in the RUC (Sole Registry of Taxpayers) and it has complied with all its obligations related to transfer pricing studies.

As informed by the Company, the Company has complied with the applicable laws of Peru on tax matters in all of its formal aspects.

However, currently the Company is subject to an audit by the Peruvian tax authority (Superintendencia Nacional de Administración Tributaria – SUNAT) regarding aspects such as tax credits for acquisitions and purchases, as well as outstanding balances for VAT and exports; in relation to this point, the Company has declared that it has complied with submitting the required documentation within the established deadlines and, to the date, there has not been any observations on this matter. It must be noted that SUNAT performs regularly these audits to several companies and that the Company being under such scrutiny is not, *per se*, evidence of any wrongdoing or non compliance.

To the best of our knowledge and as informed by the Company, the Company has paid all taxes (including but not limited to corporate tax and transfer pricing tax) due to the relevant government authorities during the Track Record Period and the twelve months ended on December 22, 2025 and has reserved or provided for all future or deferred tax payments or a negative statement that no taxation is required.

There are no restrictions (including any requirement for approval, licence or filing) on the repatriation of profits of the Company or foreign exchange controls affecting the Company under the current laws and regulations of Peru.

It is pertinent to point out that this analysis of tax matters corresponds only to formal aspects as declared by the Company and does not include any substantial matters.

## **G. Loans, Financing Agreements and Material Contracts**

Appendix C sets forth a list of Material Contracts as informed by the Company.

The Company has the power and legal capacity to enter into and perform its obligations under the Material Contracts to which it is party and the execution and





performance of its obligations under the Material Contracts to which it is party will not contravene its constitutional documents and Peruvian laws and regulations.

The Company has taken all necessary corporate actions to authorise the execution, delivery and performance of the Material Contracts to which it is a party. The obligations of the Company under the Material Contracts to which it is party constitute legal, valid, binding and enforceable obligations of such Company. No Government Authorizations is required for the execution, delivery and performance of the Material Contracts.

The execution, delivery and performance of the Material Contracts by the Company does not violate (i) the articles of incorporation and bylaws of the Company; (ii) any applicable law, regulation, order or decree; or (iii) any agreement to which the Company is a party or by which any of it or its assets is bound.

Solely based on the information disclosed by the Company, the Company is not a party to any loan, financing, indenture and/or mortgage agreement.

## **H. Real Properties and Leases**

Appendix F describes the assets owned by the Company.

As informed by the Company, the Company does not own any real estate property.

The lease agreements mentioned in Appendix F are legally valid and enforceable agreements. In order for lease agreements to be enforceable against third parties (including future acquirors of the lease property), lease agreements should be registered in the applicable Public Registry. Accordingly, we recommend registering the lease agreements in the applicable Public Registry.

## **I. Labour**

Appendix G sets out the most relevant findings with respect to labour matters.

As informed by the Company, there is only one dispute regarding a labour lawsuit filed by a former employee of Minpuse Latin America S.A.C. for arbitrary dismissal, initiated in 2021, as mentioned in Opinion C.2 above.

To the best of our knowledge and as informed by the Company, the Company (i) is in no material breach of the applicable employment and labour laws and regulations; and (ii) any applicable employees' retirement fund schemes, and the consequences of non-compliance with such schemes (if any).

## **J. Insurance**

As disclosed by the Company, the Company is not required to maintain any insurance policy for its business according to applicable laws of Peru, except for car accident insurance for new vehicles, which, to the best of our knowledge, under the review of the SOAT (*Mandatory Traffic Accidents Insurance*) policies

and as informed by the Company, the Company maintains for all of its vehicles as detailed in Appendix F.

**K. Environmental**

To the best of our knowledge and as informed by the Company, the Company is not subject to any environmental protection laws and regulations in Peru. Therefore, the Company has not incurred in any process or contingency regarding environmental protection laws and regulations in Peru and has not been penalised for violation of laws and regulations on environmental protection.

Furthermore, the Company has been in compliance with health, work safety and environmental applicable laws and regulations in Peru in all material respects during the Track Record Period and up to the date of this legal opinion, taking into consideration the materiality threshold of CNY 1'000,000.00.

**L. Anti-money Laundering / Anti-Bribery / OFAC and Other Compliance**

To the best of our knowledge and as informed by the Company, the Company has complied with (i) all applicable anti-money laundering laws, anti-corruption and anti-bribery laws, OFAC, U.S. and other international sanction laws and regulations; and (ii) import/export control laws and regulations since incorporation and thereafter up to the date of the legal opinion.

There are no export restrictions or controls on minerals or mineral products affecting the Company under the current laws and regulations of Peru.

With respect to Personal Data and Data Protection regulations, we refer to Appendix H herein.

**M. Prospectus**

The statements set forth in the sections headed "*Regulatory Overview*", "*Risk Factors*" and "*History and Corporate Structure*" of the Prospectus, in so far as such statements summarising or describing the laws, statutes, rules and regulations of the Peruvian Jurisdiction, fairly and accurately summarise or describe such laws, statutes, rules and regulations of the Peruvian Jurisdiction.

The statements which (i) are set out in the "*History and Corporate Structure*" and "*Business*" sections of the Prospectus/offering document and (ii) are regarding the Company and its business are true, accurate, complete and not misleading.

[Signatures on the next page]

Yours faithfully,

For and on behalf of

**Estudio Muñoz, Olaya, Meléndez, Castro, Ono & Herrera Abogados**



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Name: Carlos Enrique Arata Delgado  
Title: Senior Partner

## **APPENDIX A**

### **ASSUMPTIONS**

The opinions hereinbefore given are based upon the following assumptions:

1. There are no provisions of the laws of any jurisdiction outside Peru, which would be contravened by the execution or delivery of the Other Examined Documents and that, in so far as any obligation expressed to be incurred under the Documents is to be performed in or is otherwise subject to the laws of any jurisdiction outside Peru, its performance will not be illegal by virtue of the laws of that jurisdiction.
2. The Other Examined Documents are within the capacity and powers of and have been duly authorized, executed and delivered by each of the parties thereto and have been duly delivered by the Company and constitute the legal, valid and binding obligations of each of the parties thereto enforceable in accordance with their terms as a matter of the laws of all relevant jurisdictions (other than Peru).
3. All authorizations, approvals, consents, licenses and exemptions required by and all filings and other requirements of each of the parties to the Other Examined Documents outside Peru to ensure the legality, validity and enforceability of the Other Examined Documents have been duly obtained, made or fulfilled and are in full force and effect and that any conditions to which they are subject have been satisfied.
4. All original documents are authentic, that all signatures and seals are genuine, that all documents purporting to be sealed have been so sealed and that all copies conform to their originals.
5. The records maintained by the Judicial District of Lima - Cercado at which searches were conducted constitute a complete record of the civil proceedings in the Judicial District of Lima – Cercado.
6. The declarations and statements made by the Company through the Request Letter and in meetings held with officers of the Company are true, correct and accurate.

## **APPENDIX B**

### **QUALIFICATIONS**

The opinions hereinbefore given are subject to the following qualifications:

This Legal Opinion is provided to the Sole Sponsor and the Sponsor-Overall Coordinator (for and on behalf of the Underwriters) at the Company's request and in accordance with the laws of the Republic of Peru.

In such capacity, we have examined copies, certified or otherwise identified to our satisfaction, of all documents, certificates or other instruments as in our judgment are necessary or appropriate to enable us to render the opinions expressed below.

We are qualified to practice law in Peru and therefore express no opinion as to any laws other than the laws of Peru applicable as of the date of this opinion and we have assumed that there is nothing in any other law that affects our opinion.

This opinion is also given on the basis that we undertake no responsibility to notify any addressee of this opinion of any change in the applicable laws after the date of this opinion.

For purposes of giving this opinion, we are assuming a materiality threshold of CNY 1'000,000.00.



## APPENDIX C

### MATERIAL CONTRACTS

- i. Contract: CMDM07072024-AQP  
Purpose: Silver ore, Lead ore, Zinc ore and copper ore  
Date of signature: 07/07/2024  
Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: COA Mamani Diego Mauricio  
Term: 07/07/2025 but it can be extended  
Amount: The amount is variable, according to the company, the flow is S/6,737,017.00 (Six Million Seven Hundred Thirty-Seven Thousand Seventeen and 00/100 Peruvian Soles).
- ii. Contract: WKDT16122024-TRU  
Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, etc.  
Date of signature: 16/12/2024  
Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: WKD Trading S.A.C  
Term: Indeterminate  
Amount: The amount is variable, according to the company, the flow is S/5,758,868.00 (Five Million Seven Hundred Fifty-Eight Thousand Eight Hundred Sixty-Eight and 00/100 Peruvian Soles)
- iii. Contract: SIA11032025-TRU  
Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, etc.  
Date of signature: 11/03/2025  
Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Servicios Integrales AY & RO E.I.R.L  
Term: Indeterminate  
Amount: The amount is variable, according to the company, the flow is S/14,053,260.00 (Fourteen Million Fifty-Three Thousand Two Hundred Sixty and con 00/100 Peruvian Soles)
- iv. Contract: MTA08052024-TRU  
Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, etc.  
Date of signature: 8/05/2024  
Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Moreno Tarasona Antonio  
Term: Indeterminate  
Amount: The amount is variable, according to the company, the flow is S/4,244,745.00 (Four Million Two Hundred Forty-Four Thousand Seven Hundred Forty-Five and 00/100 Peruvian Soles)
- v. Contract: WSAC11072024-ARQ  
Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, etc.  
Date of signature: 11/05/2024  
Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Willjta S.A.C  
Term: Indeterminate





Amount: The amount is variable, according to the company, the flow is S/ 2,146,570.00 (Two Million One Hundred Forty-Six Thousand Five Hundred Seventy and 00/100 Peruvian Soles)

vi. Contract: CC24042024-TRU

Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, etc.

Date of signature: 24/04/2024

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Consorcio Coptos

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is S/4,330,822.00 (Four Million Three Hundred Thirty Thousand Eight Hundred Twenty-Two and 00/100 Peruvian Soles)

vii. Contract: YRCNI17052024-TRU

Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, etc.

Date of signature: 17/05/2024

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Yarleque Rivas Carlos Nicolas

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is S/2,392,190.00 (Two Million Three Hundred Ninety-Two Thousand One Hundred Ninety and 00/100 Peruvian Soles)

viii. Contract: PJXNS202402

Purpose: Zinc ore, Lead Zinc ore, Lead-Silver ore, Lead ore, Silver ore, Gold ore

Date of signature: 1/02/2024

Parties: Buyer: Nine Stones (GuangZhou) Mining Investment Co. Ltd and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 1,013,200.00 (One Million Thirteen Thousand Two Hundred and 00/100 U.S. Dollars).

ix. Contract: PJXNS202406

Purpose: Zinc ore, Lead Zinc ore, Lead-Silver ore, Lead ore, Silver ore, Gold ore

Date of signature: 4/06/2024

Parties: Buyer: Nine Stones (GuangZhou) Mining Investment Co. Ltd and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 1,013,200.00 (One Million Thirteen Thousand Two Hundred and 00/100 U.S. Dollars).

x. Contract: GSI-20240223-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore.

Date of signature: 23/02/2024

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C.



Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xi. Contract: GSI-20240514-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 14/05/2024

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xii. Contract: GSI-20241125-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 25/11/2024

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xiii. Contract: GSI-20241011-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 11/10/2024

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xiv. Contract: GSI-20240827-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 27/08/2024

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xv. Contract: GSI-20240403-01P



Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 4/04/2024

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xvi. Contract: JXPERU2024

Purpose: Zinc ore, Lead-Silver ore, Lead ore, Silver ore, Lead-Zinc ore

Date of signature: 23/02/2024

Parties: Buyer: Jinxun (Singapore) International Trade Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 2,725,500.00(Two Million Seven Hundred Twenty-Five Thousand Five Hundred and 00/100 U.S. Dollars).

xvii. Contract: PJXNS202501

Purpose: Zinc ore, Lead Zinc ore, Lead-Silver ore, Lead ore, Silver ore, Gold ore

Date of signature: 4/01/2025

Parties: Buyer: Nine Stones (GuangZhou) Mining Investment Co. Ltd and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 1,013,200.00(One Million Thirteen Thousand Two Hundred and 00/100 U.S. Dollars).

xviii. Contract: GSI-202501317-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 17/03/2025

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xix. Contract: GSI-20250303-01P

Purpose: Silver ore, Lead ore, Lead-Zinc ore, Lead concentrate, Zinc concentrate, Copper ore, Copper concentrate

Date of signature: 3/03/2025

Parties: Buyer: Grand Smart International Trading Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate



Amount: The amount is variable, according to the company, the flow is US\$ 968,300.00(Nine Hundred Sixty-Eight Thousand Three Hundred and 00/100 U.S. Dollars).

xx. Contract: JXPERU2025

Purpose: Zinc ore, Lead-Silver ore, Lead ore, Silver ore, Lead-Zinc ore

Date of signature: 02/01/2025

Parties: Buyer: Jinxun (Singapore) International Trade Pte. Ltd. and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is US\$ 2,725,500.00(Two Million Seven Hundred Twenty-Five Thousand Five Hundred and 00/100 U.S. Dollars).

xxi. Contract: MJEIRL03042024-TRU

Purpose: Silver ore, Lead ore, Zinc ore and copper ore

Date of signature: 03/04/2024

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Mining Jhaziel E.I.R.L

Term: 03/07/2025 but it can be extended

Amount: The amount is variable, according to the company, the flow is S/ 2,681,682.00(Two Million Six Hundred Eighty-One Thousand Six Hundred Eighty-two and 00/100 Peruvian Soles).

xxii. Contract: QCEIRL01042024-TRU

Purpose: Silver ore

Date of signature: 01/04/2024

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Qhapaq Company E.I.R.L

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is S/ 24,450,917.00(Twenty-Four Million Four Hundred Fifty Thousand Nine Hundred Seventeen and 00/100 Peruvian Soles).

xxiii. Contract: SIA11032025-TRU

Purpose: Zinc ore, Lead-Silver ore, Lead ore, Silver ore, Lead-Zinc ore

Date of signature: 11/03/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Servicios Integrales AY & RO E.I.R.L

Term: Indeterminate

Amount: The amount is variable, according to the company, the flow is S/ 14,053,260,00 (Fourteen Million Fifty-Three Thousand Two Hundred Sixty and 00/100 Peruvian Soles).

xxiv. Contract: ARDA1003204 - TRU

Purpose: Zinc ore, Lead-Silver ore, Lead ore, Silver ore, ETC.

Date of signature: 10/03/2024

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Ayala Rodriguez Diego Arturo

Term: 10/04/2025 but it can be extended



Amount: The amount is variable, according to the company, the flow is S/ 7,554,839 (Seven Million Five Hundred Fifty-Four Thousand Eight Hundred Thirty-Nine and 00/100 Peruvian Soles).

xxv. Contract: MTA09052025 - TRU

Purpose: Silver ore, lead, copper, ETC.

Date of signature: 09/05/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Moreno Tarasona Term: 09/05/2025 but it can be extended.

Amount: Indeterminate, the amount varies according to the quantity of minerals requested

xxvi. Contract: QCEIRL10062025 - TRU

Purpose: Silver, gold, lead, copper, gold, copper polymetallic ores, ETC.

Date of signature: 10/06/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Qhapaq Company E.I.R.L Term:

10/06/2026 but it can be extended.

Amount: Indeterminate, the amount varies according to the quantity of minerals requested

xxvii. Contract: YRCNI18052025-TRU

Purpose: Silver ore, Lead ore, Copper ore, Zinc ore, ETC.

Date of signature: 18/04/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Yarleque Rivas Carlos Nicolas

Term: 18/04/2026 but it can be extended,

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxviii. Contract: CMDM08072025-AQP

Purpose: Silver, lead, copper, gold copper polymetallic ores, ETC.

Date of signature: 08/07/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: COA Mamani Diego Mauricio

Term: 08/07/2026 but it can be extended

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxix. Contract: MMS14062025-TRU

Purpose: Silver, lead, copper, ETC.

Date of signature: 14/06/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: MEITI MINERALES S.A.C

Term: 14/06/2026 but it can be extended

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxx. Contract: NCM19062025-TRU



Purpose: Polymetallic silver, lead, zinc ore, ETC.

Date of signature: 19/06/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Nath Corporation Mining E.I.R.L

Term: 19/06/2026 but it can be extended

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxxi. Contract: PBR24062025-TRU

Purpose: Polymetallic silver, lead, zinc ore, ETC.

Date of signature: 24/06/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Pablo Burgos Rodriguez

Term: 24/06/2026 but it can be extended

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxxii. Contract: ZEIRL11072025-TRU

Purpose: Polymetallic silver, lead, zinc ore, ETC.

Date of signature: 11/07/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: ZHENZHEN E.I.R.L

Term: 11/07/2026 but it can be extended

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxxiii. Contract: RBLA19042025-TRU

Purpose: Polymetallic silver, lead, zinc ore, ETC.

Date of signature: 19/04/2025

Parties: Buyer: Minera Jinxun Peru S.A.C and Seller: Reyes Bracamonte Lionel Ausberto

Term: 19/04/2026 but it can be extended

Amount: Indeterminate, the amount varies according to the quantity of minerals requested.

xxxiv. Contract: NCM19062025-TRU

Purpose: Lead and silver ores

Date of signature: 02/06/2025

Parties: Buyer: Andres Capital Resources AG and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: Indeterminate

xxxv. Contract: PRPPB-10425

Purpose: Lead Oxides

Date of signature: 20/06/2025

Parties: Buyer: Parkano Resources S.A.C and Seller: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: Indeterminate

xxxvi. Contract: Andes Capital





Purpose: Lead and silver ores

Date of signature: 02/06/2025

Parties: Seller: Andes Capital Resources AG and Buyer: Minera Jinxun Peru S.A.C

Term: Indeterminate

Amount: Indeterminate

xxxvii. Contract: AC25P4-017

Purpose: Lead and silver ores

Date of signature: 22/04/2025

Parties: Seller: Andres Capital Resources AG and Buyer: Minera Jinxun Peru S.A.C

Term: The present agreement will culminate in the fulfillment of the parties.

Amount: Indeterminate

xxxviii. Contract for the Purchase and Sale of Minerals

Purpose: Copper, lead, gold, zinc and silver ores

Date of signature: 22/04/2024

Parties: Seller: Salome Marlon Ponte Calderón and Buyer: Corporación Golde Group E.I.R.L.

Term: The present agreement shall terminate 36 months after the date of signature.

Amount: Indeterminate, the amount varies according to the international price of "London Metal Exchange".

xxxix. Contract: BTRP03092025-TRU

Purpose: Silver, lead, copper, ETC.

Date of signature: 03/09/2025

Parties: Seller: Ronal Paul Bances Torres and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 03/09/2025 until 03/09/2026.

Amount: Indeterminate.

xl. Contract: IMEIRL18092025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 18/09/2025

Parties: Seller: Inversiones Mavegra E.I.R.L. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 18/09/2025 until 18/09/2026.

Amount: Indeterminate.

xli. Contract: IPDR09102025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 09/10/2025

Parties: Seller: Inversiones Platino E.I.R.L. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 09/10/2025 until 09/10/2026.

Amount: Indeterminate.

xlii. Contract: M&EECC24092025-TRU



Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 24/09/2025

Parties: Seller: Minería & Exploración el Cerro Colorado E.I.R.L. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 24/09/2025 until 24/09/2026.

Amount: Indeterminate.

xliii. Contract: MJM26092025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 26/09/2025

Parties: Seller: MJ Mining S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 26/09/2025 until 26/09/2026.

Amount: Indeterminate.

xliv. Contract: CWRJ31102025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 31/10/2025

Parties: Seller: Carlos Wenceslao Romero Jara and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 31/10/2025 until 31/10/2026.

Amount: Indeterminate.

xliv. Contract: AC25P4-021

Purpose: Lead and Silver ores

Date of signature: 02/06/2025

Parties: Seller: Minera Jinxun Peru S.A.C. and Buyer: Andes Capital Resources AG

Term: Since 02/06/2025 until completion of the parties' obligations.

Amount: Indeterminate.

xlvi. Contract for the Purchase and Sale of Minerals

Purpose: Polymetallic ores

Date of signature: 14/10/2025

Parties: Seller: Huascarán Mining S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 14/10/2025 until 14/10/2026.

Amount: Indeterminate.

xlvi. 22092025-HUARAZ

Purpose: Gravel

Date of signature: 22/09/2025

Parties: Seller: Grupo Inmobiliaria Ricuricocha S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: The present agreement shall terminate 36 months after the date of signature.

Amount: Indeterminate.

xlvi. Contract for the Purchase and Sale of Minerals Concentrates

Purpose: Copper, gold and silver ores

Date of signature: 29/09/2025



Parties: Seller: Corporación Yin's Perú Inversiones S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: The present agreement shall terminate 6 months after the date of signature.

Amount: Indeterminate.

xlix. Contract: BLJX-YIN01

Purpose: Gold concentrate

Date of signature: 10/04/2025

Parties: Seller: Procesadora de Metales Perú S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 10/04/2025 until 15/04/2026.

Amount: Indeterminate.

l. Contract: CMGEIRL03092025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 03/09/2025

Parties: Seller: Corporación Mauricio Golden E.I.R.L. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 03/09/2025 until 03/09/2026.

Amount: Indeterminate.

li. Contract: SLIMK16092025-TRU

Purpose: Polymetallic silver, lead, zinc ore, ETC.

Date of signature: 16/09/2025

Parties: Seller: Procesadora de Metales Perú S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 16/09/2025 until 16/09/2026.

Amount: Indeterminate.

lii. Contract: YRMA23042025-TRU

Purpose: Silver, lead, copper ore, ETC.

Date of signature: 23/04/2025

Parties: Seller: Miguel Angel Yarquele Rivas and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 23/04/2025 until 23/04/2026.

Amount: Indeterminate.

liii. Contract: MSAC24102025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 24/10/2025

Parties: Seller: Minortex S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 24/10/2025 until 24/10/2026.

Amount: Indeterminate.

liv. Contract: FMP14082025-ARQ

Purpose: Silver, lead, copper, zinc ore

Date of signature: 14/08/2025

Parties: Seller: FCHF Mining Power S.A.C. and Buyer: Minera Jinxun Peru S.A.C.



Term: Since 14/08/2025 until 14/08/2026.

Amount: Indeterminate.

iv. Contract: IBMEIRL03092025-TRU

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 03/09/2025

Parties: Seller: Inversiones El Buen Mozo E.I.R.L. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 03/09/2025 until 03/09/2026.

Amount: Indeterminate.

lvi. Contract: CMGS09102025

Purpose: Polymetallic. Silver, lead, copper, zinc ore, ETC., concentrates.

Date of signature: 09/10/2025

Parties: Seller: Compañía Minera Gran Salomón S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 09/10/2025 until 09/10/2026.

Amount: Indeterminate.

lvii. Contract: D.I.C. CGSAC07032025-Pb

Purpose: Lead concentrate

Date of signature: 07/03/2025

Parties: Seller: D.I.C. Contratistas Generales S.A.C. and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 07/03/2025 until 07/03/2026.

Amount: Indeterminate.

lviii. Contract: MJPSRL09102025

Purpose: Polymetallic silver, lead, copper, zinc ore, ETC.

Date of signature: 09/10/2025

Parties: Seller: Mayning JP SRL and Buyer: Minera Jinxun Peru S.A.C.

Term: Since 09/10/2025 until 09/10/2026.

Amount: Indeterminate.

lix. Contract: MTPCU25075

Purpose: Copper and gold concentrate.

Date of signature: 01/08/2025

Parties: Seller: Minera Jinxun Peru S.A.C. and Buyer: Metco Trading S.A.C.

Term: Since 01/08/2025 until 30/06/2026.

Amount: Indeterminate.

lx. Contract: PJXNS202511

Purpose: Silver, lead, zinc, gold, lead-silver, lead-zinc ore

Date of signature: 03/11/2025

Parties: Supplier: Seller: Minera Jinxun Peru S.A.C. and Buyer: Nine Stones (GuangZhou) Mining Investment Co., Ltd

Amount: Indeterminate, the amount varies according to the international price of "London Metal Exchange".

lxi. Contract: PJXNS202509



Purpose: Silver, lead, zinc, gold, lead-silver, lead-zinc ore

Date of signature: 10/09/2025

Parties: Supplier: Seller: Minera Jinxun Peru S.A.C. and Buyer: Nine Stones (GuangZhou) Mining Investment Co., Ltd

Amount: Indeterminate, the amount varies according to the international price of "London Metal Exchange".

lxii. Contract: UNI-20251104-01P

Purpose: Silver, lead, lead-zinc and copper ore; lead concentrate, zinc concentrate, copper concentrate

Date of signature: 04/11/2025

Parties: Supplier: Seller: Minera Jinxun Peru S.A.C. and Buyer: Union Capital PTE. LTD.

Amount: Indeterminate.

lxiii. Contract: UNI-20251104-01S

Purpose: Silver, lead, lead-zinc and copper ore; lead concentrate, zinc concentrate, copper concentrate

Date of signature: 04/11/2025

Parties: Supplier: Seller: Minera Jinxun Peru S.A.C. and Buyer: Union Capital PTE. LTD.

Amount: Indeterminate.

lxiv. Contract: PRCG11072025-TRAN-TRUJILLO

Purpose: Transportation of minerals from Molinos, Trujillo to Callao.

Date of signature: 11/07/2025

Parties: Supplier: Peruvian Routes Company GSP E.I.R.L. and Consignee: Minera Jinxun Peru S.A.C.

Term: Since 11/07/2025 until 11/07/2026.

Amount: Indeterminate. The price is S/. 95 per metric ton, including IGV. An invoice will be issued with a 15-day payment term. The minimum order is 30 metric tons.

lxv. Contract: Addendum N°1-ETB14012025-TRAN-TRUJILLO

Purpose: Modify the original contract's term and price amount.

Date of signature: 14/01/2025

Parties: Supplier: Empresa de Transportes Mi Beatriz Sociedad Anónima Cerrada and Consignee: Minera Jinxun Peru S.A.C.

New term: Since 14/01/2025 until 31/12/2025.

Amount: Indeterminate. The price is S/. 95 per metric ton, including IGV. An invoice will be issued with a 7-day payment term.

lxvi. Contract: TYSAC11092025-TRAN-TRUJILLO

Purpose: Transportation of minerals from Molinos, Trujillo to Callao.

Date of signature: 11/09/2025

Parties: Supplier: Transportes Yordan S.A.C. and Consignee: Minera Jinxun Peru S.A.C.

Term: Since 11/09/2025 until 11/09/2026.

Amount: Indeterminate. The price is S/. 95 per metric ton, including IGV. An invoice will be issued with a 15-day payment term. The minimum order is 30 metric tons.

lxvii. Equipment Purchase and Sale Agreement

Purpose: Sale of a 2025 Hydraulic Drill.

Date of signature: 29/09/2025

Parties: Supplier: Seller: Minera Jinxun Peru S.A.C. and Buyer: KPDI of China Nonferrous Metals Industry Co., LYD. Sucursal Perú.

Amount: USD 194,700.00, including IGV (VAT).

As indicated by the Company, for purposes of this Appendix and the opinion provided here in, Material Contracts, as defined by the Company, are any contracts that: (a) involve a significant sum of money (not less than CNY 1,000,000.00); (b) are important to the overall business of the Company (e.g. any agreement in relation to any important distributorship, major suppliers, customers or manufacturers of the Company); (c) the Company must rely on for its operations (e.g. any agreement between any member of the Issuer group and any e-commerce platform or sales channel in the relevant jurisdiction, agreement in relation to license of intellectual property right); (d) contains any restrictive provisions in respect of the financing, listing or other fund-raising activities of the Company and/or its shareholders; or (e) are not in the ordinary course of business of the Company, including any contract or agreement with related persons or parties, finance/guarantee agreements or documents.



## **APPENDIX D**

### **OTHER EXAMINED DOCUMENTS**

1. the certificate of incorporation of the Company;
2. the constitutional documents of the Company;
3. the share ledger of the Company;
4. certified copy of the Electronic Record of the Company issued by the Public Registry;
5. copy of the functioning licences held by the Company as listed in this legal opinion;
6. copy of the lease agreements of which the Company is a party;
7. copy of the Material Contracts;
8. List of the principal clients of the Company, as stated by the Company;
9. List of the principal suppliers of the Company, as stated by the Company;
10. Anti-corruption, bribery, fraud and money-laundering and terrorism finance policies;
11. Affidavit of compliance with legal licensing of all the software used by the Company;
12. Affidavit of compliance with anti-corruption, bribery, fraud, money-laundering and terrorism finance training for personnel and compliance officer of the Company;
13. Letter of information to auditors regarding litigation and administrative processes in which the Company is part of;
14. Letter of information regarding “Caso Figueroa”;
15. Company records, financial statements and balance sheets;
16. Such other documents as we have considered necessary for the purposes of rendering this opinion; and
17. Excel document containing answers from the Company to our request list.

## APPENDIX E

### DETAILS OF THE COMPANY

<b>Name</b>	MINERA JINXUN PERÚ S.A.C. (before, “Jinxun Mineral Peru S.A.C.”)
<b>Previous Name</b>	JINXUN MINERAL PERU S.A.C.
<b>Date of Incorporation</b>	October 14, 2020
<b>Registered Address</b>	Lima, Perú
<b>Type of Company</b>	Closely-Held Corporation
<b>Nature of Business</b>	To carry out all kinds of mining industry activities, including but not limited to exploration, exploitation, beneficiation, mining transportation, general labour and commercialization of mineral substances, in accordance with the applicable laws; or others designated by agreement of the Shareholders General Meeting; likewise, to import and export all kinds of minerals such as gold and mining equipment; and to commercialize non-ferrous ore, mineral concentrates, participate in the development of mining concessions, purchase mining rights, build mining camps and transport minerals.
<b>Business Scope</b>	See “Nature of Business”
<b>Authorised Capital</b>	S/ 1’048,600.00 (approximately US\$ 280,000.00)
<b>Issued Capital</b>	S/ 1’048,600.00 (approximately US\$ 280,000.00)
<b>Current Shareholder(s)</b>	<ul style="list-style-type: none"> <li>- YUNNAN JINXUN RESOURCES S.A. (before, Yunnan Jinxun Comercio Electrónico S.A.): 10,486 shares of the Company (1% of share capital)</li> <li>- JINXUN (SINGAPORE) INTERNATIONAL TRADE PTE LTD. (JINXUN): 1’038,114 shares of the Company (99% of share capital).</li> </ul> <p>It has to be noted that, under the Articles of Incorporation of the Company, “JINXUN (SINGAPORE) INTERNATIONAL TRADE PTE LTD. (JINXUN)” is an entity incorporated in the Republic of Singapur, with Registry No. 201814068Z; therefore, under our understanding, this is the same company as “JINXUN (SINGAPORE) INTERNATIONAL TRADE PTE. LTD.”.</p>
<b>Previous Shareholder(s)</b>	N/A
<b>Current Director(s)</b>	N/A

<b>Previous Director(s)</b>	N/A
<b>Current Officer(s)</b>	General Manager: Jianyun Xie, identified with Foreign ID Card No. 001674990, appointed on October 14, 2020.
<b>Previous Officer(s)</b>	N/A

## **APPENDIX F**

### **OWNED ASSETS**

#### **SECTION 1:**

##### **1. Company-owned/leased assets and properties**

###### **Owned:**

- i. Asset description: Pick Up Double Traction Truck with Plate BMD785  
Owner: MINERA JINXUN PERÚ S.A.C.  
Liens, claims, restrictions, encumbrances or outstanding security: NO.  
SOAT (Mandatory Traffic Accidents Insurance): YES. Mapfre Insurance.
- ii. Asset description: M1 Rural Double Traction Truck with Plate BSD648  
Owner: MINERA JINXUN PERÚ S.A.C.  
Liens, claims, restrictions, encumbrances or outstanding security: NO.  
SOAT (Mandatory Traffic Accidents Insurance): YES. Mapfre Insurance
- iii. Asset description: N1 Pick Up Double Traction Truck with Plate VOS882  
Owner: MINERA JINXUN PERÚ S.A.C.  
Liens, claims, restrictions, encumbrances or outstanding security: NO.  
SOAT (Mandatory Traffic Accidents Insurance): YES. Mapfre Insurance
- iv. Asset description: N1 Double Traction Truck with Plate BSN928  
Owner: MINERA JINXUN PERÚ S.A.C.  
Liens, claims, restrictions, encumbrances or outstanding security: NO.  
SOAT (Mandatory Traffic Accidents Insurance): YES. Mapfre Insurance

#### **SECTION 2:**

###### **Lease Agreements:**

- i. Contract: Lease Agreement  
Purpose: Flat Rosario 338  
Date of signature: 1/08/2023  
Parties: Lessor: Janice Hundskopf and Francisco de Paula Bazán and Tenant: Minera Jinxun Peru S.A.C  
Term: Until 31/07/2025, according to the First Addendum subject to renewal  
Amount: The amount is US\$ 1,500.00 (One Thousand Five Hundred and 00/100 U.S. Dollars) every month.
2. Contract: Lease Agreement  
Purpose: Flat Independencia 515  
Date of signature: 1/06/2024



Parties: Lessor: Alva Carrasco Benavides and Tenant: Minera Jinxun Peru S.A.C

Term: Until 31/05/2025, according to the First Addendum subject to renewal

Amount: The amount is US\$ 1,150.00 (One Thousand One Hundred Fifty and 00/100 U.S. Dollars).

3. Contract: Lease Agreement

Purpose: Flat Trujillo

Date of signature: 10/01/2025

Parties: Lessor: Lucy Aparacio and Tarcisio Da Costa and Tenant: Minera Jinxun Peru S.A.C

Term: Until 09/01/2027, according to the Second Addendum subject to renewal

Amount: The amount is S/ 2,050.00 (Two Thousand Fifty and 00/100 Peruvian Soles).

4. Contract: Lease Agreement

Purpose: Garage N°18

Date of signature: 1/02/2025

Parties: Lessor: Federico Vargas and Tenant: Minera Jinxun Peru S.A.C

Term: Until 31/01/2026, according to the Second Addendum subject to renewal

Amount: The amount is US\$ 125.00 (One Hundred Twenty-Five and 00/100 U.S. Dollars).

5. Contract: Lease Agreement

Purpose: Office 402

Date of signature: 10/05/2025

Parties: Lessor: Jacqueline Benavente and Tenant: Minera Jinxun Peru S.A.C

Term: Until 9/05/2026, according to the Third Addendum subject to renewal

Amount: The amount is US\$ 1,450.00 (One Thousand Four Hundred Fifty and 00/100 U.S. Dollars).

All lease agreements have been validly executed by the legal representative of the Company.

### SECTION 3:

Governmental Authorizations and Licenses to operate in the leased properties:

1. The office located in Av. Angamos Oeste No. 651, Int. 402, district of Miraflores, province and department of Lima is duly licensed to perform the function of "Administrative Offices" according to the Certificate of Technical Inspection No. 02414-2023, under File No. 5013-2021/Anexo No. 8698-2023. It is duly enforced and applicable, until the expiration date, on August 4, 2025.

Also, the office located in Av. Angamos Oeste No. 651, Int. 402, district of Miraflores, province and department of Lima duly complies with having the functioning license according to the Licensing of Functioning Resolution No. 00889-2021-SGC-GAC/MM, which is a license with indetermined term.



2. The warehouse located in Mz. G, Lote No. 07, 08, 13 and 14, Sector Valdivia Baja, district of Huanchaco, province of Trujillo, department of La Libertad duly complies with having the functioning license according to the License of Functioning Resolution No. 051-2025, which is a license with indetermined term.

The warehouse located in Mz. G, Lote No. 07, 08, 13 and 14, Sector Valdivia Baja, district of Huanchaco, province of Trujillo, department of La Libertad is duly licensed to perform the function of “Industry-Warehouse” according to the Certificate of Technical Inspection No. 082 N.2025, under File No. 008042-2025-01. It is duly enforced and applicable, until the expiration date, on May 23, 2027.



## APPENDIX G

### LABOUR MATTERS

1. Local Employee hiring:

Pursuant to the information provided by the Company, as of May 2025, the Company employs 16 workers, 9 nationals and 7 Chinese employees.

The Company has no trade unions within its organization, nor any staff affiliated to trade union organizations.

Regarding local employees' hiring, we noticed that the Company uses market necessity fixed term contracts.

Fixed term contracts are exceptions to indefinite term contracting and could be used by companies only in certain legally recognized circumstances, such as a temporary need of hiring, due to a specific service, among others.

Such a contract is subject to certain rules of validity<sup>1</sup> that, if not observed, may lead to the contract being considered for indefinite duration. Thus, among the main causes of distortion of fixed term contracts, the regulations establish that this occurs: (i) if the worker continues to work after the expiration date of the stipulated period, or after the agreed extensions, if these exceed the maximum limit allowed; and ii) when the worker demonstrates the existence of simulation or fraud to the rules established in this law.

In this line, regarding the employment contract due to market needs, Law states that employers could use to face unexpected increases of production due to a fortuitous event or force majeure. Its maximum term is 5 years.

After reviewing labor contract templates provided by the Company, we noticed that the cause that allows temporary hiring employing indicated modality was not explained in detail, and only refers to addressing production increases caused by changes in market demand in the area covered by its corporate purpose but it does not indicate which products are subject to such increase, the percentages or the volumes of additional requirements by local market and how said situation triggers necessity of hiring additional personnel.

Moreover, all local staff are hired through this type of contract, including administrative positions which are permanent by nature.

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<sup>1</sup> Article 72° of Supreme Decree No. 003-97-TR.- Employment contracts subject to modality must be concluded in writing, and their duration and the objective causes determining the hiring must be expressly stated.

Said situation will lead a labor inspector or a Labor Judge to consider fixed term contracts as indefinite termed.

Therefore, in case of non-renewal of the contract alleging the expiration of the term stipulated therein, the workers who consider themselves affected could sue the company to obtain the payment of severance for arbitrary dismissal equivalent to 1.5 monthly remunerations per year of service, with a maximum of 12 monthly salaries; or alternatively, request their reinstatement in employment plus the payment of compensation for damages (expenses incurred, loss of earnings and moral damage). The probability of the materialization of this contingency is possible. However, this contingency would not have a material adverse impact on the Company's business or operations.

In this type of situation and in order to mitigate such contingency, it is recommended to progressively modify the hiring of the affected workers, changing it to the one of undetermined duration and updating the TR-05 format of the T-Registry of the electronic spreadsheet.

Additionally, the amount of the reinstatement and compensation discussed in judicial instances regarding this matter is undetermined, since it will be defined by the local labor authority and the particular circumstances.

Also, in the event of a possible labor inspection, promoted ex officio or by complaint by a party, the National Superintendence of Labor Inspection - SUNAFIL, could punish the company for the commission of an infraction classified as very serious, applying a fine calculated according to the seriousness of the fault and the number of workers affected who, in this case and understanding that the objective cause is replicated in all workers, it would correspond to 9 employees, this would amount to 2.63 Tax Units<sup>2</sup>, equivalent for this year to S/ 14,070.50.

#### Chinese employees hiring:

According to information provided by the Company, the Company has 7 Chinese employees occupying management positions:

- Jianyun Xie, who has been working for the Company since July 1<sup>st</sup>, 2022, as General Manager.
- Longbiao Gong who has been working for the Company since April 01<sup>st</sup> 2021, as Marketing Manager.
- Zhe Huang, who has been working for the Company since September 26<sup>th</sup>, 2022, as an Accountant.

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<sup>2</sup> UIT in force for 2025: PEN 5,350.



- Zhilin Leng, who has been working for the Company since June 22<sup>nd</sup>, 2023, as Warehouse Manager.
- Rui Yang, who has been working for the Company since December 1<sup>st</sup>, 2024, as Treasurer.
- Linguo Yuan, who has been working for the Company since January 18<sup>th</sup>, 2023, as a Distinctive Quality Inspector.
- Pei Zhao, who has been working for the Company since October 1<sup>st</sup>, 2024, as an Accountant.

We were provided with three employment contracts of Chinese executives duly submitted to the Ministry of Labor.

2. Manpower services companies

The Company indicated that has no contract with manpower services' companies.

3. Compensation and benefits

According to the information provided by the Company, it has indicated that it complies with the timely payment of remuneration, social benefits (CTS, legal bonuses, vacation pay, family allowance, profits) and contributions to all its workers. It should be noted that no information has been provided in relation to this point and we have relied solely on the answers provided by the Company in the questionnaire section of the Request List, so it is presumed that the information declared by the Company is true.

On the other hand, from the review of Form TR-5 of the T-Registry, it is noted that the Company pays the following:

- Basic salary, the amount of which is not less than the legal minimum wage (PEDN 1.025).
- Bonus for productivity given to staff.

Chinese executives earn a monthly salary and no special benefits pursuant to company's indications.

All employees earn Peruvian Legal benefits.

4. Implementation of the occupational health and safety management system

Pursuant to Law 29783, Law on Safety and Health at Work, every company, regardless of their activities and number of employees, is obliged to implement an occupational health and safety management system.

From the information provided by the Company, it has been indicated that it has complied with the implementation of an occupational health and safety management system, specifying that it complies with its obligations in this area. However, it should be noted that no information has been provided in relation to this point, and we have relied solely on the answers provided by the Company in



the questionnaire section of the Request List, so it is presumed that the information declared by the Company is truthful.

On the other hand, from the review of the questionnaire carried out on the degree of compliance, the Company has specified that it does not have the implementation of the IPERC Matrix, being exposed to administrative contingencies before an eventual inspection of SUNAFIL, as well as judicial, if any claim is filed by a worker or former worker regarding an accident, unrecorded occupational illness or incident.

In view of this and according to the information indicated by the Company, below, we detail the table of sanctions to which the Company would be exposed and may be punished with a fine of PEN 41,944.00, considering the number of workers declared as of May 2025, in case it does evidence the effective implementation of IPERC Matrix and compliance with its obligations in terms of safety and health at work.

N°	Infringement	Number of employees	Classification of the infringement	Fine
01	Failure to carry out risk assessments and periodic checks of working conditions and workers' activities or failure to carry out those preventive activities that are necessary according to the results of the assessments.	16	Serious	3.92 Tax Units PEN 20,972.00
02	Failure to comply with provisions relating to safety and health at work, in particular as regards workplaces, tools, machinery and equipment, physical, chemical and biological agents, ergonomic and psychosocial risks, collective protection measures, personal protective equipment, safety signs, labelling and packaging of dangerous substances, storage, services or personal hygiene measures, resulting in a serious risk to the safety or health of workers.	16	Serious	3.92 Tax Units PEN 20,972.00
<b>TOTAL</b>				<b>PEN 41,944.00</b>



## APPENDIX H

- i. **About Protection of personal data:** Data protection regulations shall apply to all those organizations that collect, process, and store data of natural persons. This being so, regardless of the number of employees, the Company shall be subject to such regulation, regardless of the fact that -in the framework of its activities- it may collect data from customers, natural persons; personnel, natural persons and suppliers, natural persons.

Below, we have listed the obligations considering the New Regulation of Protection of Personal Data “Supreme Decree N° 016-2024-JUS” (hereinafter, the “Regulation”) that has been recently issued:

- a) **Registration / Updating of Data Banks:** Companies must keep a record of the personal databases they manage, specifying the purpose of their use, category of data, security measures implemented, among others. The registration, modification and cancellation of data banks will now be free of charge and automatically approved.
- b) **Information Security - MS:** Organizations must adopt adequate technical, organizational and legal security measures to prevent unauthorized access, disclosure, alteration or destruction, as mentioned in Article 16 of the Regulation.
- c) **ARCOP Rights:** A protocol and channel of attention for the rights of access, collection, cancellation, opposition and portability held by the owner of the data must be implemented.
- d) **Consent and Privacy Policies:** Companies must collect consent as a general rule and otherwise comply with the duty to inform data owners about the conditions of data processing.
- e) **Security Incident Management:** The data controller must notify the National Data Protection Authority of a security incident that exposes large volumes of data or sensitive data within 48 hours of knowledge of the incident. (New Obligation).
- f) **Designation of a Data Protection Officer:** Companies must designate a Data Protection Officer when processing large volumes of personal data; that may affect a large number of individuals; or when sensitive data is involved.

It should be noted that the new provisions do not change the regulatory approach to data protection but rather reinforce the importance of privacy.

In addition, in order to comply with all obligations, it will be necessary to perform a preliminary audit, then map the flow of data within the Company to be declared, to finally prepare (i) registering the database and (ii) including in the labor contracts the standard data processing clause, which in turn must be incorporated by each of the

company's data banks. The above, without prejudice to the security measures that must also be adopted from 3 aspects (legal, technical and organizational).

Fines to be applied for not being in compliance with the aforementioned obligations do not exceed the materiality threshold mentioned in Appendix B.