



NEXA RESOURCES S.A.
A public limited liability company (société anonyme) incorporated under the laws of Luxembourg

OFFER TO PURCHASE FOR CASH

**Any and All of Its Outstanding 5.375% Notes due 2027
(Rule 144A CUSIP/ISIN: 91832C AA4/US91832CAA45)
(Regulation S CUSIP/ISIN: P98118 AA3/USP98118AA38)**

And

**Its Outstanding 6.500% Notes due 2028
For an Aggregate Purchase Price of Up to the Maximum Payment Amount (as defined below)
(Rule 144A CUSIP/ISIN: 65290D AA1/US65290DAA19)
(Regulation S CUSIP/ISIN: L67359 AA4/USL67359AA48)**

The 2027 Tender Offer (as defined herein) will expire at 5:00 p.m., New York City time, on April 5, 2024, unless extended or earlier terminated as described herein (such time and date, as may be extended, the “2027 Expiration Date”). 2027 Holders (as defined herein) must validly tender (and not validly withdraw) their 2027 Notes (as defined herein), or deliver a properly completed and duly executed notice of guaranteed delivery (the “Notice of Guaranteed Delivery”), at or prior to the 2027 Expiration Date to be eligible to receive the 2027 Consideration (as defined herein), plus Accrued Interest (as defined herein). Validly tendered 2027 Notes may be validly withdrawn at any time at or prior to the 2027 Expiration Date, unless extended or earlier terminated as described below, but not thereafter.

The 2028 Tender Offer (as defined herein) will expire at 5:00 p.m., New York City time, on April 29, 2024, unless extended (such time and date, as it may be extended, the “2028 Expiration Date”). 2028 Holders (as defined herein) who validly tender (and do not validly withdraw) their 2028 Notes (as defined herein) at or prior to 5:00 p.m., New York City time, on April 12, 2024, unless extended by us (such time and date, as it may be extended, the “2028 Early Tender Date”), in the manner described herein will be eligible to receive the 2028 Total Consideration (as defined herein), which includes the 2028 Early Tender Payment of US\$30.00 for each US\$1,000.00 principal amount of 2028 Notes, plus Accrued Interest. 2028 Holders who validly tender 2028 Notes after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date in the manner described herein will not be eligible to receive the 2028 Early Tender Payment and will therefore only be eligible to receive the 2028 Tender Offer Consideration (as defined herein), plus Accrued Interest. 2028 Notes that have been validly tendered pursuant to the 2028 Tender Offer may be validly withdrawn prior to the 2028 Expiration Date but not thereafter except as may be required by applicable law (as determined by us). There is no guaranteed delivery mechanism provided for the 2028 Tender Offer.

Title of Security	Principal Amount Outstanding	Maximum Acceptance Limit	Total Consideration⁽¹⁾
5.375% Notes due 2027	US\$700.00 million	Any and All	US\$1,000.00
6.500% Notes due 2028	US\$500.00 million	Maximum Payment Amount ⁽²⁾	US\$1,020.00

(1) The amount to be paid for each US\$1,000.00 principal amount of the applicable Notes (as defined herein) validly tendered and accepted for purchase. The 2028 Tender Offer Consideration includes a 2028 Early Tender Payment of US\$30.00 for each US\$1,000.00 principal amount of 2028 Notes due to Holders of the 2028 Notes who validly tender 2028 Notes on or prior to the 2028 Early Tender Date. Holders of 2028 Notes who validly tender 2028 Notes after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date will only be eligible to receive the 2028 Tender Offer Consideration of US\$990.00. In addition, Accrued Interest (as defined herein) will be paid in each case.

(2) Equals (1) US\$600.00 million *less* (2) the aggregate amount 2027 Holders are entitled to receive for the 2027 Notes validly tendered and accepted for purchase pursuant to the 2027 Tender Offer, including the payment of any premiums, Accrued Interest (as defined herein) and costs and expenses incurred in connection therewith.

2027 Tender Offer

Nexa Resources S.A., a public limited liability company (*société anonyme*), incorporated under the laws of Luxembourg on February 26, 2014, having its registered office at 37A, Avenue J.F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B185489 (referred to herein as “Nexa Resources,” “we,” or “us”), hereby offers to purchase for cash (the “2027 Tender Offer”), upon the terms and subject to the conditions set forth in this offer to purchase (as it may be amended or supplemented from time to time, the “Offer to Purchase”) and the corresponding notice of guaranteed delivery (as it may be amended or supplemented, the “Notice of Guaranteed Delivery”), any and all of its outstanding 5.375% Notes due 2027 (the “2027 Notes”), for the consideration described herein. The 2027 Notes are fully, unconditionally and irrevocably guaranteed by Nexa Resources Cajamarquilla S.A., Nexa Resources Perú S.A.A. and Nexa Recursos Minerais S.A. (the “Guarantors”).

2028 Tender Offer

Nexa Resources hereby offers to purchase for cash (the “2028 Tender Offer” and, together with the 2027 Tender Offer, the “Tender Offers” and each, a “Tender Offer”), upon the terms and subject to the conditions set forth in this Offer to Purchase, for up to a Maximum Payment Amount (as defined herein) of its outstanding 6.500% Notes due 2028 unconditionally and irrevocably guaranteed by the Guarantors (the “2028 Notes” and,

together with the 2027 Notes, the “Notes”). “Maximum Payment Amount” means (1) US\$600.00 million *less* (2) the aggregate amount 2027 Holders are entitled to receive for the 2027 Notes validly tendered and accepted for purchase pursuant to the 2027 Tender Offer, including the payment of any premiums, Accrued Interest (as defined herein) and costs and expenses incurred in connection therewith. If the amount that 2028 Holders are entitled to receive for the 2028 Notes validly tendered in the 2028 Tender Offer (as well as Accrued Interest), would exceed the Maximum Payment Amount, such tendered 2028 Notes will be subject to proration. For a description of the applicable proration procedures, see “The Tender Offers—2028 Notes Proration.” We reserve the right, in our sole discretion, to increase the Maximum Payment Amount, but there can be no assurance that we will do it.

This Offer to Purchase and the Notice of Guaranteed Delivery contain important information that should be read before any decision is made with respect to the Tender Offers. In particular, see “Risk Factors” beginning on page 10 of this Offer to Purchase for a discussion of certain factors you should consider in connection with the Tender Offers.

None of the U.S. Securities and Exchange Commission (the “SEC”), any U.S. state securities commission or any regulatory authority of any other country has approved or disapproved of the Tender Offers, passed upon the merits or fairness of the Tender Offers or passed upon the adequacy or accuracy of the disclosure in this Offer to Purchase. Any representation to the contrary is a criminal offense.

NONE OF NEXA RESOURCES, THE DEALER MANAGERS (AS DEFINED HEREIN), THE TENDER AND INFORMATION AGENT (AS DEFINED HEREIN) OR THE TRUSTEE (AS DEFINED HEREIN) MAKES ANY RECOMMENDATION IN CONNECTION WITH THE TENDER OFFERS, AND NEITHER NEXA RESOURCES NOR ANY SUCH OTHER PERSON HAS AUTHORIZED ANY PERSON TO MAKE ANY SUCH RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO PARTICIPATE IN THE TENDER OFFERS, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

The Dealer Managers for the Tender Offers are:

BBVA

Citigroup

HSBC

J.P. Morgan

MUFG

Mizuho

April 1, 2024

Consideration

2027 Notes

The consideration for each US\$1,000.00 principal amount of 2027 Notes validly tendered (and not validly withdrawn) at or prior to the 2027 Expiration Date and accepted for purchase pursuant to the 2027 Tender Offer will be US\$1,000.00 (the “2027 Tender Offer Consideration”).

2028 Notes

The “2028 Total Consideration” for each US\$1,000.00 principal amount of 2028 Notes validly tendered (and not validly withdrawn) at or prior to the 2028 Early Tender Date and accepted for purchase pursuant to the 2028 Tender Offer will be US\$1,020.00, which includes an early tender payment equal to US\$30.00 (the “2028 Early Tender Payment”). 2028 Holders who validly tender 2028 Notes after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date, and whose 2028 Notes are accepted for purchase, will not be entitled to receive the 2028 Early Tender Payment and will therefore be entitled to receive, for each US\$1,000.00 principal amount of 2028 Notes accepted for purchase, US\$990.00 (the “2028 Tender Offer Consideration”).

Each of the 2027 Tender Offer Consideration, the 2028 Total Consideration and the 2028 Tender Offer Consideration is referred to herein as “Consideration.” Any payment of Consideration will be paid together with accrued and unpaid interest on the applicable series of Notes from the last interest payment date on such series of Notes preceding the applicable Settlement Date to, but not including, such Settlement Date (“Accrued Interest”).

Conditions to the Tender Offers

Our obligation to purchase Notes in the Tender Offers is subject to the satisfaction or waiver by us of a number of conditions, including the pricing of and receipt of proceeds from an offering of debt securities of Nexa Resources, denominated in U.S. Dollars, on terms reasonably satisfactory to us, in our sole discretion and subject to applicable law (the “Debt Financing”), generating net proceeds in an amount that is sufficient to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Tender Offers, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith, and including the Maximum Payment Amount (the “Financing Condition”). See “The Tender Offers—Conditions to the Tender Offers.” Neither Tender Offer is conditioned upon the tender of any minimum principal amount of Notes of such series or of the other series. However, the 2028 Tender Offer is subject to the Maximum Payment Amount.

Withdrawal of Tenders

Withdrawal rights with respect to tendered 2027 Notes will terminate immediately prior to the 2027 Expiration Date, unless extended by us (the “2027 Notes Withdrawal Deadline”). Accordingly, following the 2027 Expiration Date, 2027 Notes validly tendered, including 2027 Notes tendered thereafter, may no longer be validly withdrawn except in certain limited circumstances where additional withdrawal rights are required by applicable law.

Withdrawal rights with respect to tendered 2028 Notes will terminate on the 2028 Early Tender Date, unless extended by us (the “2028 Notes Withdrawal Deadline”). Accordingly, following the 2028 Early Tender Date, 2028 Notes validly tendered, including 2028 Notes tendered prior to the 2028 Early Tender Date and 2028 Notes tendered thereafter, may no longer be validly withdrawn except in certain limited circumstances where additional withdrawal rights are required by applicable law.

For a withdrawal of tendered Notes to be valid, such withdrawal must comply with the procedures set forth in “The Tender Offers—Withdrawal of Tenders.”

Settlement

2027 Notes

Holders of the 2027 Notes (the “2027 Holders”) who have validly tendered and not validly withdrawn 2027 Notes at or prior to the 2027 Notes Withdrawal Deadline and whose 2027 Notes are accepted for purchase shall receive payment for each US\$1,000.00 principal amount of such accepted 2027 Notes on a settlement date expected to be within three business days following the 2027 Expiration Date or as promptly as practicable thereafter (the “2027 Settlement Date”).

2028 Notes

Holders of 2028 Notes (the “2028 Holders” and, together with the 2027 Holders, the “Holders” and each, a “Holder”) who have validly tendered and not validly withdrawn 2028 Notes at or prior to the 2028 Notes Withdrawal Deadline and whose 2028 Notes are accepted for purchase will, if we so elect, receive payment for each US\$1,000.00 principal amount of such accepted 2028 Notes on a settlement date before the 2028 Expiration Date (the “2028 Notes Early Settlement Date”). If, in our sole discretion, we do not elect to pay for such tendered 2028 Notes prior to the 2028 Expiration Date, then all 2028 Notes accepted for purchase in the 2028 Tender Offer will be settled at the 2028 Final Settlement Date (as defined below).

We will make payment for 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date and accepted for purchase by us on the settlement date that is expected to be one business day following the 2028 Expiration Date or as promptly as practicable thereafter (the “2028 Final Settlement Date”). Each of the Early Settlement Date and the Final Settlement Date is referred to in this Offer to Purchase as a “Settlement Date”.

2028 Notes Proration

If the purchase of the 2028 Notes validly tendered and not validly withdrawn at or prior to the 2028 Notes Withdrawal Deadline would cause us to spend more than the Maximum Payment Amount (as well as Accrued Interest), then the 2028 Tender Offer will be oversubscribed at the 2028 Early Tender Date, and we will accept for purchase an amount of 2028 Notes on a prorated basis according to the principal amount of such 2028 Notes, such that we spend the Maximum Payment Amount (as well as Accrued Interest). In this case, we will not accept for purchase any 2028 Note tendered after the 2028 Early Tender Date. When proration of tendered Notes is required, the principal amount of Notes tendered by a Holder will be multiplied by the proration rate and then rounded down to the nearest \$1,000.00 increment.

If the 2028 Tender Offer is not oversubscribed at the 2028 Early Tender Date, and the purchase of all 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date (when combined with all 2028 Notes validly tendered and not validly withdrawn at or prior to the 2028 Notes Withdrawal Deadline) would cause us to spend more than the Maximum Payment Amount (as well as Accrued Interest), then the 2028 Tender Offer will be oversubscribed at the 2028 Expiration Date, and we will:

- first, accept for purchase all 2028 Notes validly tendered (and not validly withdrawn) at or prior to the 2028 Notes Withdrawal Deadline; and
- second, accept for purchase an amount of 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date, on a prorated basis according to the principal amount of such 2028 Notes, such that, when combined with the amount spent to purchase all 2028 Notes validly tendered and not validly withdrawn at or prior to the 2028 Notes Withdrawal Deadline, we spend the Maximum Payment Amount (as well as Accrued Interest).

All tendered Notes not accepted will be promptly credited to the Holder’s account with DTC or otherwise returned to the Holder without cost.

We reserve the right, but are under no obligation, to increase the Maximum Payment Amount at any time, subject to compliance with applicable law, which could result in us purchasing a greater principal amount of 2028 Notes in the 2028 Tender Offer. There can be no assurance that we will exercise our right to increase the Maximum Payment Amount. Any tender of 2028 Notes the proration of which would otherwise result in a return of 2028 Notes to a tendering 2028 Holder in a principal amount below the minimum denomination may be rejected in full or accepted in full in our sole discretion.

Amendment; Waiver; Extension

Subject to applicable law, we reserve the right: (1) to waive any and all conditions to any of the Tender Offers; (2) to extend any of the Tender Offers; (3) to terminate any of the Tender Offers and (4) to amend any of the Tender Offers in any respect (including, without limitation, with respect to the Maximum Payment Amount).

In the event that any of the Tender Offers are terminated or otherwise not completed, the applicable Consideration and Accrued Interest will not be paid or become payable to the Holders of such series of Notes who have tendered their Notes and such Notes shall be returned promptly to their respective Holders.

Minimum Denominations of Notes

The Notes are denominated, and accordingly may only be tendered in the applicable Tender Offer, in minimum principal amounts of US\$200,000.00 and integral multiples of US\$1,000.00 in excess thereof.

Any tender of 2028 Notes, the proration of which would otherwise result in a return of 2028 Notes to a tendering 2028 Holder in a principal amount below the minimum denomination, may be rejected in full or accepted in full in our sole discretion.

Business Day

For purposes of this Offer to Purchase, business day shall mean any day, except a Saturday, a Sunday or a day on which banking institutions (including, without limitation, the members of the Federal Reserve System) are authorized or required by law, regulation or executive order to close in the City of New York and in Luxembourg.

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IMPORTANT DATES

Holders of Notes should review the following dates in connection with the 2027 Tender Offer :

Date	Calendar Date	Event
2027 Notes Launch Date	April 1, 2024	The date of the commencement of the 2027 Tender Offer.
2027 Expiration Date	5:00 p.m., New York City time, on April 5, 2024, unless extended by us.	The last time and date for 2027 Holders to tender 2027 Notes or deliver a properly completed and duly executed Notice of Guaranteed Delivery pursuant to the 2027 Tender Offer.
2027 Notes Withdrawal Deadline	5:00 p.m., New York City time, on April 5, 2024, unless the 2027 Expiration Date is extended or earlier terminated by us.	The last time for 2027 Holder to validly withdraw tenders of 2027 Notes from the 2027 Tender Offer, unless the 2027 Tender Offer has been extended or earlier terminated.
Guaranteed Delivery Expiration Date	5:00 p.m., New York City time, on April 9, 2024, the second business day after the scheduled 2027 Expiration Date.	The latest time for 2027 Holder to validly tender 2027 Notes via the guaranteed delivery procedures.
2027 Notes Settlement Date	Within three business days following the 2027 Expiration Date or as promptly as practicable thereafter.	The date on which we will pay the 2027 Tender Offer Consideration, plus Accrued Interest, with respect to 2027 Notes validly tendered at or prior to the 2027 Expiration Date and accepted for purchase by us.

Holders of Notes should review the following dates in connection with the 2028 Tender Offer:

Date	Calendar Date	Event
2028 Notes Launch Date	April 1, 2024	The date of the commencement of the 2028 Tender Offer.
2028 Notes Early Tender Date	5:00 p.m., New York City time, on April 12, 2024, unless extended by us.	The last time and date for 2028 Holders to tender 2028 Notes to qualify for the payment of the 2028 Total Consideration, which includes the 2028 Early Tender Payment. 2028 Holders who validly tender 2028 Notes after the 2028 Early Tender Date, but at or prior to the 2028 Expiration Date, will be eligible to receive only the 2028 Tender Offer Consideration.
2028 Notes Withdrawal Deadline	5:00 p.m., New York City time, on April 12, 2024, unless extended by us.	The last time for 2028 Notes Holder to validly withdraw tenders of 2028 Notes from the 2028 Tender Offer, unless the 2028 Tender Offer has been extended or earlier terminated.
2028 Notes Early Settlement Date	If we so elect, expected to be a business day following the 2028 Early Tender Date but before the 2028 Expiration Date, assuming that the 2028 Notes validly tendered (and not validly withdrawn) by the 2028 Early Tender Date are accepted for purchase by us.	The date on which we will, if we so elect, pay the 2028 Total Consideration, plus Accrued Interest, with respect to 2028 Notes validly tendered (and not validly withdrawn) at or prior to the 2028 Early Tender Date and accepted for purchase by us.
2028 Expiration Date	5:00 p.m., New York City time, on April 29, 2024, unless extended by us.	The last time and date for 2028 Holders to tender 2028 Notes pursuant to the 2028 Tender Offer.

Date	Calendar Date	Event
2028 Notes Final Settlement Date	Within one business day following the 2028 Expiration Date or as promptly as practicable thereafter.	The date on which we will pay (x) the 2028 Tender Offer Consideration, plus Accrued Interest, with respect to 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date and accepted for purchase by us and (y) in the event that we elect not to make payments of Consideration on the 2028 Notes Early Settlement Date, the date on which we will pay the 2028 Total Consideration, plus Accrued Interest, with respect to 2028 Notes validly tendered at or prior to the 2028 Early Tender Date and accepted for purchase by us. Acceptance of the 2028 Notes for purchase on the 2028 Notes Early Settlement Date or 2028 Final Settlement Date, as applicable, may be subject to the application of the proration procedures described herein.

IMPORTANT INFORMATION

Our obligation to purchase Notes in the Tender Offers is subject to the satisfaction or waiver by us of certain conditions, including the Financing Condition. There can be no assurance that we will complete timely, or at all, the Debt Financing or that the Financing Condition will be satisfied. See “The Tender Offers—Conditions to the Tender Offers.” Neither Tender Offer is conditioned upon the tender of any minimum principal amount of Notes of such series or of the other series. However, the 2028 Tender Offer is subject to the Maximum Payment Amount. In the event of a termination of a Tender Offer, neither the applicable Consideration nor Accrued Interest will be paid or become payable to the Holders of the applicable series of Notes, and the Notes tendered pursuant to such Tender Offer will be promptly returned to the tendering Holders.

All Notes accepted for purchase in the Tender Offers will cease to accrue interest on the applicable Settlement Date, unless we default in the payment of amounts payable pursuant to the Tender Offers. All Notes not tendered or accepted for purchase shall continue to accrue interest. Payment for Notes validly tendered and accepted for purchase will be made by deposit of immediately available funds with, or into an account specified by, D.F. King & Co., Inc., the tender agent and information agent for the Tender Offers (the “Tender and Information Agent”), which will act as agent for the tendering Holders for the purpose of receiving payments and transmitting such payments to Holders.

From time to time after the applicable Expiration Date or after termination or withdrawal of any of the Tender Offers, we or any of our affiliates may acquire Notes that are not tendered or not accepted for purchase pursuant to the Tender Offers through open-market purchases, privately-negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as we may determine (or as may be provided for in the indentures governing the Notes), which may be more or less than the price to be paid pursuant to the Tender Offers and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof we or our affiliates may choose to pursue in the future.

See “Risk Factors” and “Taxation” for a discussion of certain factors that should be considered in evaluating the Tender Offers.

We have not filed this Offer to Purchase or the Notice of Guaranteed Delivery with, and they have not been reviewed by, any federal or state securities commission or regulatory authority of any country. No authority has passed upon the accuracy or adequacy of this Offer to Purchase, and it is unlawful and may be a criminal offense to make any representation to the contrary. No person has been authorized to give any information or to make any representations other than those contained in this Offer to Purchase or in the Notice of Guaranteed Delivery and, if given or made, such information or representations must not be relied upon as having been authorized.

Neither of the Tender Offers is being made to, nor will tenders of Notes be accepted from or on behalf of, Holders in any jurisdiction in which the making or the acceptance of the Tender Offers would not be in compliance with the laws of such jurisdiction. However, we may in our discretion take such action as we may deem necessary to make the Tender Offers in any such jurisdiction and to extend the Tender Offers to Holders in such jurisdiction. In those jurisdictions where the securities, blue sky or other laws require the Tender Offers to be made by a licensed broker or dealer, the Tender Offers will be deemed to be made on our behalf by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase, the Notice of Guaranteed Delivery and the related documents nor any purchase of Notes will, under any circumstances, create any implication that the information contained in this Offer to Purchase, the Notice of Guaranteed Delivery or in any related document is current as of any time subsequent to the date of such information.

YOU SHOULD READ THIS OFFER TO PURCHASE AND THE NOTICE OF GUARANTEED DELIVERY CAREFULLY BEFORE MAKING A DECISION TO TENDER YOUR NOTES.

NONE OF NEXA RESOURCES, THE DEALER MANAGERS, THE TRUSTEE OR THE TENDER AND INFORMATION AGENT IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER NOTES IN RESPONSE TO THE TENDER OFFERS. EACH HOLDER MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER NOTES AND, IF SO, AS TO THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

THIS OFFER TO PURCHASE AND THE RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL NOTES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. IN THOSE JURISDICTIONS WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE TENDER OFFERS TO BE MADE BY A LICENSED BROKER OR DEALER, THE TENDER OFFERS SHALL BE DEEMED TO BE MADE ON BEHALF OF NEXA RESOURCES BY THE DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS OFFER TO PURCHASE NOR ANY PURCHASE OF NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY INFERENCE THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF, OR THAT THE INFORMATION INCLUDED OR INCORPORATED BY REFERENCE HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF, RESPECTIVELY.

THIS OFFER TO PURCHASE HAS NOT BEEN FILED WITH OR REVIEWED BY THE SEC, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY OF THE ACCOMPANYING ANCILLARY DOCUMENTS DELIVERED HEREWITH. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

THIS OFFER TO PURCHASE HAS NOT BEEN APPROVED BY AND WILL NOT BE SUBMITTED FOR APPROVAL TO THE LUXEMBOURG FINANCIAL SECTOR SUPERVISORY AUTHORITY (*COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER*) FOR PURPOSES OF A PUBLIC OFFERING OR SALE IN LUXEMBOURG.

NONE OF THE DEALER MANAGERS NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AFFILIATES ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONCERNING THE TENDER OFFERS, NEXA RESOURCES OR ANY OF ITS AFFILIATES CONTAINED IN THIS OFFER TO PURCHASE OR FOR ANY FAILURE BY NEXA RESOURCES TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

For a Holder to validly tender Notes pursuant to the Tender Offers, an Agent's Message (as defined herein) and any other required documents must be received by the Tender and Information Agent at its address set forth on the back cover page of this Offer to Purchase on or prior to the applicable Expiration Date or the Guaranteed Delivery Date pursuant to the Guaranteed Delivery Procedures. See "The Tender Offers—Procedures for Tendering Notes."

There is no separate letter of transmittal in connection with this Offer to Purchase.

Any Holder desiring to tender Notes pursuant to the Tender Offers should contact its custodian if such beneficial owner desires to tender Notes. Only registered Holders are entitled to tender Notes.

If any Holder shown in the records of DTC as a 2027 Holder wishes to tender its 2027 Notes, but such Holder cannot comply with the procedures under DTC's Automated Tender Offer Program ("ATOP") on or prior to the 2027 Expiration Date, then such Holder may effect a tender of its 2027 Notes using the Guaranteed Delivery Procedures. See "The Tender Offers—Procedures for Tendering Notes—Guaranteed Delivery." There is no guaranteed delivery mechanism provided for by NEXA Resources in connection with the 2028 Tender Offer.

Any questions or requests for assistance or for additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery should be directed to the Tender and Information Agent at the address, email address and telephone number set forth on the back cover of this Offer to Purchase. You may also contact the Dealer Managers at their telephone numbers set forth on the back cover of this Offer to Purchase or your custodian, broker, dealer, or other similar nominee for assistance concerning the terms of the Tender Offers.

None of NEXA Resources, the Dealer Managers, the Tender and Information Agent, the Trustee or their respective affiliates makes any recommendation to you as to whether or not you should tender your Notes pursuant to the Tender Offers. None of NEXA Resources, the Dealer Managers, the Tender and Information Agent or the Trustee

has authorized any person to give any information or to make any representation in connection with the Tender Offers other than the information and representations contained in this Offer to Purchase and the Notice of Guaranteed Delivery. You should not construe the contents of this Offer to Purchase and the Notice of Guaranteed Delivery as legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor as to the legal, business, tax and related matters concerning the Tender Offers. If anyone makes any recommendation or representation or gives any such information, you should not rely upon that recommendation, information or representation as having been authorized by Nexa Resources, the Dealer Managers, the Tender and Information Agent, the Trustee or any of their respective affiliates.

WHERE YOU CAN FIND MORE INFORMATION

Nexa Resources is a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), and is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports and other information with the SEC. Such reports and other information can be inspected and copied at the public references facilities of the SEC at Room 1580, 100 F Street, N.E., Washington, D.C. 20549. Copies of such materials can also be obtained at prescribed rates by writing to the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Nexa Resources files materials with, and furnishes materials to, the SEC electronically using the EDGAR System. The SEC maintains an Internet site that contains these materials at www.sec.gov, which materials can be located by searching for “Nexa Resources”. In addition, such reports and other information can be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, on which Nexa Resources’ equity securities are listed. For further information on obtaining copies of Nexa Resources’ public filings at The New York Stock Exchange, you should call (212) 656-5060. In addition, Nexa Resources posts its filed documents on its website at www.nexaresouces.com. Except for documents incorporated by reference into this Offer to Purchase as described under the heading “Incorporation of Certain Documents by Reference,” no information in, or that can be accessed through, Nexa Resources’ website is incorporated by reference into this Offer to Purchase, and no such information should be considered as part of this Offer to Purchase.

None of the information available on Nexa Resources’ website is incorporated into this Offer to Purchase and it should not be relied upon in deciding whether to tender Notes.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

This Offer to Purchase “incorporates by reference” information that Nexa Resources has furnished with the SEC under the Exchange Act. This means that we are disclosing important information to you by referring you to those documents without actually including the specific information in this Offer to Purchase. The information incorporated by reference is considered to be a part of this Offer to Purchase, and information in documents that Nexa Resources furnished subsequently with the SEC will automatically update and supersede information contained in documents furnished earlier with the SEC or contained in this Offer to Purchase. Information contained on Nexa Resources’ website is not incorporated by reference in, and shall not be considered a part of, this Offer to Purchase.

We incorporate herein by reference:

- [Nexa's annual report on Form 20-F for the year ended December 31, 2023, filed with the SEC on March 27, 2024](#); and
- any of Nexa Resources’ future reports on Form 6-K furnished to the SEC after the date of this Offer to Purchase and prior to the applicable Expiration Date, which are identified in those forms as being incorporated by reference into this Offer to Purchase.

You may obtain a copy of these reports at no cost on Nexa Resources’ website or by writing us at the following address or calling us at the number below:

NEXA RESOURCES S.A.
37A, Avenue J.F. Kennedy, L-1855
Luxembourg, Grand Duchy of Luxembourg
Telephone +352 28 26 37 27

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND OTHER FACTORS

This Offer to Purchase and the documents it incorporates by reference contain forward-looking statements, which are based largely on our current beliefs, expectations and projections about future events and financial trends affecting us. Although we believe these forward-looking statements are based on reasonable assumptions, such statements are subject to several risks and uncertainties and are made in light of the information currently available to us. Many important factors, in addition to those discussed elsewhere in this Offer to Purchase and the documents it incorporates by reference, could cause our actual results to differ substantially from those anticipated in our forward-looking statements. The words “believe,” “may,” “will,” “aim,” “estimate,” “continue,” “anticipate,” “intend,” “expect” and similar words are intended to identify forward-looking statements. Forward-looking statements include information concerning our possible or assumed results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities and the effects of regulation and competition.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they were made. We undertake no obligation to update publicly or to revise any forward-looking statements after the date of this Offer to Purchase because of new information, events or other factors. In light of the risks and uncertainties described above, the forward-looking events and circumstances discussed in this Offer to Purchase and the documents it incorporates by reference might not occur and are not guarantees of future performance.

These risks and uncertainties are discussed in more detail under the headings “Forward-Looking Statements” and “Operating and Financial Review and Prospects” in Nexa Resources’ 2023 Annual Report and in the other documents and reports filed by Nexa Resources with the SEC. You may obtain copies of these documents and reports as described under the headings “Where You Can Find More Information” and “Incorporation of Certain Documents by Reference” in this Offer to Purchase.

Other factors and assumptions not identified above were also involved in the making of the forward-looking statements. The failure of those assumptions to be realized, as well as other factors, may also cause actual results to differ materially from those projected. As a result, the trading price of our securities could decline and you could lose a part or all of your investment. Nexa Resources has no obligation and makes no undertaking to update or revise any forward-looking information contained in this Offer to Purchase or the Notice of Guaranteed Delivery.

THE COMPANY

Nexa Resources S.A. is a public limited liability company (*société anonyme*), incorporated under the laws of Luxembourg on February 26, 2014, having its registered office at 37A, Avenue J.F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg.

DEBT FINANCING

We have commenced the process for obtaining the Debt Financing, all or a portion of the net proceeds of which will be used to pay all or a portion of the Consideration to all Holders of Notes accepted for purchase pursuant to the Tender Offers, plus Accrued Interest and costs and expenses incurred in connection therewith. The Debt Financing is expected to close on or prior to the 2027 Settlement Date, but the timing of the consummation, if any, of the Debt Financing will depend on market conditions and other factors. There can be no assurance that we will complete timely, or at all, any such Debt Financing, and our obligation to accept for purchase and pay for the Notes validly tendered pursuant to the Tender Offers is conditioned upon satisfaction or waiver by us of the Financing Condition and the other conditions set forth in “The Tender Offers—Conditions to the Tender Offers.”

This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments which may be issued or otherwise incurred in connection with the Debt Financing.

SOURCES AND AMOUNTS OF FUNDS

We intend to use all or a portion of the net proceeds from the Debt Financing to pay the Consideration, Accrued Interest and costs and expenses in connection with the Tender Offers to all Holders of Notes accepted for purchase pursuant to the Tender Offers. We reserve the right, in our sole discretion, to use any remaining proceeds to redeem or purchase any of the Notes that remain outstanding after the applicable Expiration Date through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the prices to be paid pursuant to the Tender Offers.

RISK FACTORS

In deciding whether to participate in the Tender Offers, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the following risk factors:

There may be a more limited trading market for the Notes following the consummation of the Tender Offers.

Quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed only as approximations. Holders are urged to contact their brokers with respect to current information regarding the Notes. To the extent that Notes are tendered and accepted in the Tender Offers, any existing trading market for the remaining Notes may become more limited. We currently intend to retire and cancel the Notes we purchase in the Tender Offers. Consequently, the liquidity, market value and price volatility of Notes that remain outstanding following the consummation of the Tender Offers may be adversely affected. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that any trading market will exist for the Notes following consummation of the Tender Offers. The extent of the market for the Notes following consummation of the Tender Offers will depend upon the number of Holders remaining at such time, the interest in maintaining a market in such Notes on the part of securities firms and other factors.

No recommendation is being made with respect to the Tender Offers.

None of Nexa Resources, the Dealer Managers, the Tender and Information Agent or the Trustee, or any of their respective affiliates, makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes or how much they should tender, and none of them has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in this Offer to Purchase, consult their own investment and tax advisors and make their own decisions with respect to the Tender Offers.

The Consideration offered for the Notes does not reflect any independent valuation of the Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Tender Offers. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the Consideration offered for the Notes. If you tender your Notes, you may or may not receive as much or more value than if you choose to keep them.

Notes not purchased in the Tender Offers will remain outstanding.

Notes not tendered or purchased in the Tender Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the instruments governing the Notes, will remain unchanged. No amendments to these documents are being sought.

We or our affiliates may, from time to time, after completion of the Tender Offers, redeem or purchase additional Notes in the open market, in privately negotiated transactions, through tender or exchange offers or otherwise. Any future redemption or purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offers. Any future redemption or purchases by us or our affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we or our affiliates may choose to pursue in the future.

The amount of 2028 Notes that may be purchased in the 2028 Tender Offer is subject to the Maximum Payment Amount and therefore some, or even all, of the 2028 Notes you tender may not be purchased.

The amount of 2028 Notes that may be purchased in the 2028 Tender Offer is subject to the Maximum Payment Amount. Therefore, 2028 Notes that are validly tendered may be subject to proration or may not be purchased at all. For more information regarding possible proration of the 2028 Notes, please see "The Tender Offers—2028 Notes Proration."

There are limits on your ability to withdraw tendered Notes.

Validly tendered 2027 Notes may be validly withdrawn at any time at or prior to the 2027 Expiration Date, unless extended or earlier terminated as described below, but not thereafter. Notes that have been validly tendered pursuant to the 2028 Tender Offer may be validly withdrawn prior to the 2028 Expiration Date but not thereafter except as may be required by applicable law (as determined by us).

Holders should consult their own tax, accounting, financial and legal advisers before participating in the Tender Offer.

Holders are liable for their own taxes (other than certain transfer taxes) and have no recourse to Nexa Resources, any of our affiliates, the Dealer Managers, the Tender and Information Agent or the Trustee with respect to taxes (other than certain transfer taxes) arising in connection with the Tender Offers. Holders should consult their own tax, accounting, financial and legal advisers as they may deem appropriate regarding the tax, accounting, financial and legal consequences of participating or declining to participate in the Tender Offers. In particular, due to the number of different jurisdictions where tax laws may apply to a Holder, this Offer to Purchase does not discuss all tax consequences for Holders arising from the purchase by Nexa Resources of the Notes. Holders are urged to consult their own professional advisers regarding the possible tax consequences under the laws of the jurisdictions that apply to them.

THE NOTES

2027 Notes

The 2027 Notes were issued by Nexa Resources under an indenture, dated as of May 4, 2017, by and among Nexa Resources (formerly VM Holding S.A.), Nexa Resources Cajamarquilla S.A. (formerly Votorantim Metais – Cajamarquilla S.A.), Nexa Resources Perú S.A.A. (formerly Compañía Minera Milpo S.A.A.), Nexa Recursos Minerais S.A. (formerly Votorantim Metais Zinco S.A.) and The Bank of New York Mellon (the “Trustee”), as trustee. The 2027 Notes are fully, unconditionally and irrevocably guaranteed by Nexa Resources Cajamarquilla S.A. (formerly Votorantim Metais – Cajamarquilla S.A.), Nexa Resources Perú S.A.A. (formerly Compañía Minera Milpo S.A.A.), Nexa Recursos Minerais S.A. (formerly Votorantim Metais Zinco S.A.) (the “Guarantors”). As of the date of this Offer to Purchase, there was US\$700.00 million in aggregate principal amount of the 2027 Notes issued and outstanding.

2028 Notes

The 2028 Notes were issued by Nexa Resources under an indenture, dated as of June 18, 2020, by and among, Nexa Resources, Nexa Resources Cajamarquilla S.A., Nexa Resources Perú S.A.A., Nexa Recursos Minerais S.A. and the Trustee. The 2028 Notes are fully, unconditionally and irrevocably guaranteed by the Guarantors. As of the date of this Offer to Purchase, there was US\$500.00 million in aggregate principal amount of the 2028 Notes issued and outstanding.

THE TENDER OFFERS

2027 Tender Offer

We hereby offer to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and the Notice of Guaranteed Delivery, any and all outstanding 2027 Notes for the consideration described below.

2028 Tender Offer

We hereby offer to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, the outstanding 2028 Notes in an aggregate principal amount of up to the Maximum Payment Amount for the consideration described below.

Neither Tender Offer is conditioned upon the tender of any minimum principal amount of Notes of such series or of the other series. However, the 2028 Tender Offer is subject to the Maximum Payment Amount. In the event a Tender Offer is terminated or otherwise not completed, neither the applicable Consideration nor Accrued Interest will be paid or become payable to the Holders of the applicable series of Notes, and the Notes tendered pursuant to such Tender Offer will be promptly returned to the tendering Holders.

Consideration

2027 Notes

The 2027 Tender Offer Consideration for each US\$1,000.00 principal amount of 2027 Notes validly tendered (and not validly withdrawn) at or prior to the 2027 Expiration Date and accepted for purchase pursuant to the 2027 Tender Offer will be US\$1,000.00.

2028 Notes

The 2028 Total Consideration for each US\$1,000.00 principal amount of 2028 Notes validly tendered (and not validly withdrawn) at or prior to the 2028 Early Tender Date and accepted for purchase pursuant to the 2028 Tender Offer will be US\$1,020.00, which includes the 2028 Early Tender Payment equal to US\$30.00. 2028 Holders who validly tender 2028 Notes after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date and whose 2028 Notes are accepted for purchase will not be entitled to receive the 2028 Early Tender Payment and will therefore be entitled to receive, for each US\$1,000.00 principal amount of 2028 Notes accepted for purchase, the 2028 Tender Offer Consideration of US\$990.00.

Interest

Any payment of Consideration will be paid together with applicable Accrued Interest. All Notes accepted for purchase in the Tender Offers will cease to accrue interest on the applicable Settlement Date, unless we default in the payment of amounts payable pursuant to the Tender Offers. All Notes not tendered or accepted for purchase shall continue to accrue interest.

Withdrawal of Tenders

Withdrawal rights with respect to tendered 2027 Notes will terminate immediately prior to the 2027 Expiration Date. Accordingly, following the 2027 Expiration Date, 2027 Notes validly tendered, including 2027 Notes tendered thereafter, may no longer be validly withdrawn except in certain limited circumstances where additional withdrawal rights are required by applicable law (as determined by us).

Withdrawal rights with respect to tendered 2028 Notes will terminate immediately prior to the 2028 Early Tender Date. Accordingly, following the 2028 Early Tender Date, 2028 Notes validly tendered, including 2028 Notes tendered prior to the 2028 Early Tender Date and 2028 Notes tendered thereafter, may no longer be validly withdrawn except in certain limited circumstances where additional withdrawal rights are required by applicable law (as determined by us).

For a withdrawal of tendered Notes to be valid, such withdrawal must comply with the procedures set forth in “—Withdrawal of Tenders.”

Settlement

2027 Notes

Assuming our acceptance of 2027 Notes tendered pursuant to the 2027 Tender Offer, 2027 Holders who have validly tendered and not validly withdrawn 2027 Notes at or prior to the 2027 Notes Withdrawal Deadline and whose 2027 Notes are accepted for purchase shall, if we so elect, receive payment for each US\$1,000.00 principal amount of such accepted 2027 Notes on the 2027 Settlement Date.

We will make payment for any and all 2027 Notes validly tendered after the 2027 Expiration Date and accepted for purchase by us in an amount equal to the 2027 Tender Offer Consideration, plus Accrued Interest, for each US\$1,000.00 principal amount of such accepted 2027 Notes on the 2027 Settlement Date.

2028 Notes

Assuming our acceptance of 2028 Notes tendered pursuant to the 2028 Tender Offer, 2028 Holders who have validly tendered and not validly withdrawn 2028 Notes at or prior to the 2028 Notes Withdrawal Deadline and whose 2028 Notes are accepted for purchase will, if we so elect, receive payment for each US\$1,000.00 principal amount of such accepted 2028 Notes on the 2028 Notes Early Settlement Date. If we do not, in our sole discretion, elect to pay for such tendered 2028 Notes prior to the 2028 Expiration Date, then the 2028 Notes Early Settlement Date will be the same as the 2028 Final Settlement Date.

We will make payment for 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date and accepted for purchase by us on the 2028 Final Settlement Date, in any case up to the Maximum Payment Amount.

2028 Notes Proration

We are offering to purchase (i) any and all outstanding 2027 Notes and (ii) up to a Maximum Payment Amount of (1) US\$600.00 million *less* (2) the aggregate amount 2027 Holders are entitled to receive for the 2027 Notes validly tendered and accepted for purchase pursuant to the 2027 Tender Offer, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith.

If the purchase of the 2028 Notes validly tendered and not validly withdrawn at or prior to the 2028 Notes Withdrawal Deadline would cause us to spend more than the Maximum Payment Amount (as well as Accrued Interest), then the 2028 Tender Offer will be oversubscribed at the 2028 Early Tender Date, and we will accept for purchase an amount of 2028 Notes on a prorated basis according to the principal amount of such 2028 Notes, such that we spend the Maximum Payment Amount (as well as Accrued Interest). In this case, we will not accept for purchase any 2028 Note tendered after the 2028 Early Tender Date. When proration of tendered Notes is required, the principal amount of Notes tendered by a Holder will be multiplied by the proration rate and then rounded down to the nearest \$1,000 increment.

If the 2028 Tender Offer is not oversubscribed at the 2028 Early Tender Date, and the purchase of all 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date (when combined with all 2028 Notes validly tendered and not validly withdrawn at or prior to the 2028 Notes Withdrawal Deadline) would cause us to spend more than the Maximum Payment Amount (as well as Accrued Interest), then the 2028 Tender Offer will be oversubscribed at the 2028 Expiration Date, and we will:

- first, accept for purchase all 2028 Notes validly tendered (and not validly withdrawn) at or prior to the 2028 Notes Withdrawal Deadline; and
- second, accept for purchase an amount of 2028 Notes validly tendered after the 2028 Early Tender Date but at or prior to the 2028 Expiration Date, on a prorated basis according to the principal amount of such 2028 Notes, such that, when combined with the amount spent to purchase all 2028 Notes validly tendered and not validly withdrawn at or prior to the 2028 Notes Withdrawal Deadline, we spend the Maximum Payment Amount (as well as Accrued Interest).

All tendered Notes not accepted will be promptly credited to the Holder's account with DTC or otherwise returned to the Holder without cost.

We reserve the right, but are under no obligation, to increase the Maximum Payment Amount at any time, subject to compliance with applicable law, which could result in us purchasing a greater principal amount of 2028 Notes in the 2028 Tender Offer. There can be no assurance that we will exercise our right to increase the Maximum Payment Amount. Any tender of 2028 Notes the proration of which would otherwise result in a return of 2028 Notes to a tendering 2028 Notes Holder in a principal amount below the minimum denomination may be rejected in full or accepted in full in our sole discretion.

Record Holders

This Offer to Purchase and the Notice of Guaranteed Delivery, if applicable, are being sent to all Holders of record (the "Record Holders") of Notes on the date of this Offer to Purchase as we are reasonably able to identify. Only Record Holders are entitled to tender Notes and receive the applicable Consideration, if payable, pursuant to the Tender Offers.

Procedures for Tendering Notes

A defective tender of Notes (which defect is not waived by us) will not constitute valid delivery of the Notes and will not entitle the Holder thereof to any payment pursuant to the Tender Offers.

Book-Entry Delivery of the Notes; Tender through ATOP. Within two business days after the date of this Offer to Purchase, the Tender and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offers. Any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedures for such transfer. Although delivery of the Notes may be effected through book-entry at DTC, an Agent's Message and any other required documents must be transmitted to and received by the Tender and Information Agent at or prior to the applicable Expiration Date at its address or e-mail address set forth on the back cover of this Offer to Purchase in order to be eligible to receive the Purchase Price. Delivery of such documents to DTC does not constitute delivery to the Tender and Information Agent. The term "Agent's Message" means a message, transmitted by DTC to and received by the Tender and Information Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by the Notice of Guaranteed Delivery, if applicable, and that Nexa Resources may enforce such Notice of Guaranteed Delivery against such participant, if applicable.

Holders must execute their tender through DTC's ATOP system by transmitting their acceptance to DTC in accordance with DTC's ATOP procedures; DTC will then verify the acceptance, execute a book-entry delivery to the Tender and Information Agent's account at DTC and send an Agent's Message to the Tender and Information Agent. Delivery of the Agent's Message by DTC will satisfy the terms of the Tender Offer.

Guaranteed Delivery Procedures. If you are a 2027 Holder and desire to tender your 2027 Notes, and (i) these 2027 Notes are not immediately available, (ii) time will not permit your 2027 Notes or other required documents to reach the Tender and Information Agent before the 2027 Expiration Date or (iii) the procedures for book-entry transfer cannot be completed on a timely basis, you may still tender your 2027 Notes in this Tender Offer if:

(a) you tender through a member firm of a registered national securities exchange or FINRA, a commercial bank or trust company having an office or correspondent in the United States, or an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Exchange Act;

(b) before the 2027 Expiration Date, the Tender and Information Agent receives an Agent's Message, a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by us, with your name and address as 2027 Holder and the amount of 2027 Notes tendered, stating that the tender is being made by that notice and guaranteeing that by the close of business on April 9, 2024, the second business day after the scheduled 2027 Expiration Date, a book-entry confirmation with an Agent's Message will be deposited by the Eligible Institution with the Tender and Information Agent; and

(c) a book-entry confirmation with an Agent's Message is received by the Tender and Information Agent at its address or e-mail address set forth on the back cover of this Offer to Purchase by the close of business on April 9, 2024, the second business day after the scheduled 2027 Expiration Date.

If DTC's ATOP is used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, each 2027 Holder will be bound by the terms of the 2027 Tender Offer.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF 2027 NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON APRIL 9, 2024, THE SECOND BUSINESS DAY AFTER THE SCHEDULED 2027 EXPIRATION DATE; PROVIDED THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE 2027 SETTLEMENT DATE FOR ALL 2027 NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST OR ADDITIONAL CONSIDERATION BE PAID AFTER THE 2027 SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

Tender of Notes Held in "Street Name." A beneficial owner of Notes held in "street name" should contact the broker, dealer, commercial bank, trust company or other nominee in whose name the Notes are registered to instruct such broker, dealer, commercial bank, trust company or other nominee to tender Notes on the beneficial owner's behalf. If Notes are held in "street name," the broker, dealer, commercial bank, trust company or other nominee in whose name such Notes are registered may have an earlier deadline for tendering Notes pursuant to the Tender Offer than the applicable Expiration Date.

General. The valid tender of Notes pursuant to the Tender Offers by one of the procedures set forth above will constitute an agreement between the tendering Holder and Nexa Resources in accordance with the terms and subject to the conditions of the Tender Offers. For the purposes of this Offer to Purchase, use of the term "valid tender" or any derivative thereof of the Notes shall include valid tender by any of the above procedures.

The method of delivery of the Notice of Guaranteed Delivery and all other required documents is at the election and risk of the tendering 2027 Holder. If a Holder chooses to deliver by mail, the recommended method is by registered mail with return receipt requested, properly insured. In all cases, sufficient time should be allowed to ensure timely delivery. If Notes are held by a custodian, the custodian may have an earlier deadline for tendering Notes than the applicable Expiration Date.

By tendering Notes through book-entry transfer as described in this Offer to Purchase, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder (i) irrevocably sells, assigns and transfers to or upon the order of Nexa Resources all right, title and interest in and to all the Notes tendered thereby, (ii) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Indenture and the Notes), (iii) releases and discharges Nexa Resources from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate

in any redemption or defeasance of the Notes, and (iv) irrevocably constitutes and appoints the Tender and Information Agent as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender and Information Agent also acts as an agent of Nexa Resources) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to Nexa Resources, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender and Information Agent will have no rights to, or control over, funds from Nexa Resources, except as agent for the tendering Holders, for the applicable Consideration, for any tendered Notes that are purchased by Nexa Resources).

A Holder, by tendering its Notes, represents and warrants that (i) the Holder has received this Offer to Purchase, agrees to the terms and conditions contained herein and, if the Tender Offer is consummated, agrees that the purchase of Notes in the Tender Offer shall be on the terms and conditions of this Offer to Purchase and (ii) when such Notes are accepted for purchase and payment by Nexa Resources, Nexa Resources will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The Holder will, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or Nexa Resources to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered. All authority conferred or agreed to be conferred by tendering the Notes through book-entry transfer shall survive the death or incapacity of the tendering Holder and every obligation of such Holder incurred in connection with its tender of Notes shall be binding upon such Holder's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

All questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for purchase and withdrawal of tendered Notes will be determined by Nexa Resources in its sole discretion, and its determination will be final and binding. Nexa Resources reserves the absolute right, in its sole discretion, to reject any and all tenders of Notes that it determines are not in proper form or for which the acceptance for purchase or payment may, in the opinion of its counsel, be unlawful. Nexa Resources also reserves the absolute right, in its sole discretion and subject to applicable law, to waive any of the conditions of the Tender Offers or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. Nexa Resources' interpretation of the terms and conditions of the Tender Offers (including the instructions in the Notice of Guaranteed Delivery) will be final and binding. None of Nexa Resources, the Dealer Managers, the Tender and Information Agent or the Trustee, or any of their respective affiliates, will be under any duty to give notice of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notice.

Withdrawal of Tenders; Absence of Appraisal Rights

Tendered Notes may be validly withdrawn from the Tender Offers at any time (i) at or prior to the earlier of (x) the applicable Expiration Date and (y) in the event that the Tender Offers are extended, the tenth business day after commencement of the Tender Offers, and (ii) after the 60th business day after commencement of the Tender Offers if for any reason the Tender Offers have not been consummated within 60 business days after commencement by following the procedures described herein. If we amend the Tender Offers in a manner materially adverse to you as a tendering Holder, withdrawal rights will be extended, as we determine appropriate and in accordance with applicable law, to allow tendering Holders a reasonable opportunity to respond to such amendment. If we terminate, withdraw or otherwise do not consummate the Tender Offers, the Notes tendered pursuant to the Tender Offer will be promptly returned to the Holder thereof without compensation or cost to such Holder, and will remain outstanding.

For a withdrawal of Notes to be effective, a written transmission notice of withdrawal or revocation must be timely received by the Tender and Information Agent at its address or e-mail address set forth on the back cover of this Offer to Purchase, or a validly transmitted "Request Message" must be delivered pursuant to DTC's ATOP. The withdrawal notice must (i) specify the name of the Holder who tendered the Notes to be withdrawn and, if different, the name of the DTC participant for whose account such Notes were tendered, along with the number of the account at DTC to be credited with the withdrawn Notes; (ii) contain a description of the Notes to be withdrawn (including the principal amount to be withdrawn); (iii) contain a statement that such Holder is withdrawing its Notes; and (iv) be signed by such participant in the same manner as the participant's name is listed on the applicable Agent's Message.

To validly withdraw Notes held in “street name,” a beneficial owner should contact the broker, dealer, commercial bank, trust company or other nominee in whose name the Notes are registered to instruct such broker, dealer, commercial bank, trust company or other nominee to withdraw the Notes on the beneficial owner’s behalf.

Valid withdrawals of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Validly withdrawn Notes may, however, be retendered following one of the procedures described under “—Procedures for Tendering Notes” at any time at or prior to the applicable Expiration Date.

Valid withdrawals of Notes can only be accomplished in accordance with the foregoing procedures. All questions as to the validity (including time of receipt) of notices of withdrawal will be determined by Nexa Resources in its sole discretion, and its determination shall be final and binding. None of Nexa Resources, its respective directors, officers or employees, the Dealer Managers, the Tender and Information Agent, the Trustee, any of their respective affiliates or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or revocation, or incur any liability for failure to give any such notification.

The Notes are Nexa Resources’ debt obligations and are governed by the Indenture. There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offer.

Conditions to the Tender Offers

Notwithstanding any other provision of the Tender Offers, and in addition to (and not in limitation of) our rights to terminate, extend and/or amend any of the Tender Offers, we shall not be required to accept for purchase or pay for, and may delay the acceptance for purchase of, any tendered Notes, in each event subject to Rule 14e-1(c) under the Exchange Act (which requires that an offeror pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of a tender offer), and may terminate any of the Tender Offers, if any of the conditions described below have not been satisfied or waived or if any of the events described below occurs.

Financing Condition

The Financing Condition must be satisfied. This means that our obligation to accept for purchase and to pay for Notes validly tendered pursuant to the Tender Offers is subject to the receipt of net proceeds from the proposed Debt Financing in an amount that is sufficient to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Tender Offers, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith.

General Conditions

None of the following shall have occurred on or after the date of this Offer to Purchase and on or before the applicable Settlement Date:

- there shall have been instituted, threatened or be pending any action, proceeding or investigation (whether formal or informal), or there shall have been any material adverse development to any action or proceeding currently instituted, threatened or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with such Tender Offer that, in our reasonable judgment, either (a) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of Nexa Resources, its affiliates or its subsidiaries, or (b) would or might prohibit, prevent, restrict or delay consummation of such Tender Offer;
- an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, either (a) would or might prohibit, prevent, restrict or delay consummation of such Tender Offer or (b) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of Nexa Resources, its affiliates or its subsidiaries;

- there shall have occurred or be likely to occur any event affecting the business or financial affairs of Nexa Resources, its affiliates or its subsidiaries that, in our reasonable judgment, would or might prohibit, prevent, restrict or delay consummation of such Tender Offer; and
- there has occurred (a) any general suspension of, or limitation on, trading in securities on the New York Stock Exchange, or in the over-the-counter market, whether or not mandatory, (b) any significant adverse change in the price of the Notes in the securities or financial markets in the United States, (c) a material impairment in the trading market for debt securities, (d) a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States or Europe, (e) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in our reasonable judgment, might affect the extension of credit by banks or other lending institutions, (f) a material change in United States or European currency exchange rate or a general suspension of, or material limitation on, the markets therefor, (g) a commencement of a war, armed hostilities, terrorist acts or other national or international calamity directly or indirectly involving the United States or Europe or, (h) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition (including any action or inaction by us) and may be waived by us, in whole or in part, at any time and from time to time. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time.

Notwithstanding any other provision of the Tender Offers, we have the right, in its sole discretion, to terminate any of the Tender Offers at any time.

Extensions; Amendments; Termination

We expressly reserve the right, at any time or from time to time, regardless of whether or not any of the events set forth in “—Conditions to the Tender Offers” shall have occurred, or shall have been determined by us to have occurred, subject to applicable law, (i) to extend the period during which any of the Tender Offers is open by giving written notice of the extension to the Tender and Information Agent and the Dealer Managers, (ii) to amend any of the Tender Offers in any respect by giving written notice of the amendment to the Tender and Information Agent and the Dealer Managers, (iii) to terminate any of the Tender Offers and not accept for purchase the tendered Notes and to return all tendered Notes to tendering Holders, (iv) to waive any and all of the conditions and accept for purchase Notes that have been validly tendered prior to the applicable Expiration Date, and (v) to assign any or all of our rights and obligations under any of the Tender Offers to an affiliate or designee. We may extend any of the Tender Offers from time to time in our sole discretion. If we extend any of the Tender Offers, or if, for any reason, the acceptance for purchase of, or the payment for, Notes is delayed, or if we are unable to accept Notes for purchase pursuant to any of the Tender Offers, then the Tender and Information Agent may retain, on our behalf, Notes which have been tendered, subject to Rule 14e-1 under the Exchange Act (“Rule 14e-1”) (which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of a tender offer). The rights reserved by us in this paragraph are in addition to our rights to terminate any of the Tender Offers as a result of a failure to satisfy any of the conditions described under “—Conditions to the Tender Offers.”

Any extension, amendment or termination of any of the Tender Offers will be followed as promptly as practicable by public announcement thereof, the announcement in the case of an extension of either of the Tender Offers to be issued no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled applicable Expiration Date. Without limiting the manner in which any public announcement may be made, we shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release or utilizing such other means of announcement as we deem appropriate.

The minimum period during which a Tender Offer will remain open following material changes in the terms or in the information concerning a Tender Offer will depend upon applicable law, and in particular Rule 14e-1, and the facts and circumstances of such change, including the relative materiality of the change. If any of the terms of a Tender Offer are amended in a manner determined by us to constitute a material change adversely affecting any Holder, we will promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, and we will extend such Tender Offer for a time period that we deem appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders.

Subject to applicable law, we expressly reserve the right, in our sole discretion, to amend, extend or terminate either or both of the Tender Offers. If a Tender Offer is terminated at any time with respect to either series of Notes, the Notes tendered pursuant to such Tender Offer will be promptly returned to the tendering Holders.

Other Purchases of Notes

From time to time after the applicable Expiration Date or after termination or withdrawal of any of the Tender Offers, we or any of our affiliates may acquire Notes that are not tendered or not accepted for purchase pursuant to the Tender Offers through open-market purchases, privately-negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as we may determine (or as may be provided for in the indentures governing the Notes), which may be more or less than the price to be paid pursuant to the Tender Offers and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof we or our affiliates may choose to pursue in the future.

Governing Law

This Offer to Purchase, the Notice of Guaranteed Delivery, the Tender Offers, each Agent's Message and any purchase of Notes pursuant to the Tender Offers will be governed by and construed in accordance with the laws of the state of New York.

DEALER MANAGERS AND TENDER AND INFORMATION AGENT

We have retained BBVA Securities Inc., Citigroup Global Markets Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, MUFG Securities Americas Inc. and Mizuho Securities USA LLC to act as Dealer Managers (the “Dealer Managers”) and D.F. King & Co., Inc. to act as Tender and Information Agent in connection with the Tender Offers. We have agreed to pay the Dealer Managers and the Tender and Information Agent customary fees for their services in connection with the Tender Offers. We have agreed to indemnify the Dealer Managers and the Tender and Information Agent against certain liabilities and expenses. At any time, the Dealer Managers may trade the Notes for their own account or for the accounts of their customers and, accordingly, may have a long or short position in the Notes. The Dealer Managers and their respective affiliates have provided in the past, and are currently providing, other investment banking, commercial banking and/or financial advisory services to us for which they have and will receive customary compensation. In addition, the Dealer Managers will act as initial purchasers in connection with the Debt Financing.

We have not authorized any person (including the Dealer Managers and the Tender and Information Agent) to give any information or make any representations in connection with the Tender Offers other than as set forth herein and, if given or made, such information or representations must not be relied upon as having been authorized by Nexa Resources, the Trustee, the Tender and Information Agent, the Dealer Managers or any other person.

Any Holder or beneficial owner that has questions concerning the terms of the Tender Offers may contact the Dealer Managers at the addresses and telephone numbers set forth on the back cover page of this Offer to Purchase. Holders may also contact their broker, dealer, custodian bank, depository, trust company or other nominee for assistance concerning this Offer to Purchase.

Notice of Guaranteed Delivery and all correspondence in connection with this Offer to Purchase shall be sent or delivered to the Tender and Information Agent at its address, email address or facsimile number set forth on the back cover of this Offer to Purchase. Any Holder or beneficial owner that has questions concerning tender procedures should contact the Tender and Information Agent at its address, email address and telephone numbers set forth on the back cover of this Offer to Purchase.

The Dealer Managers may contact Holders regarding this Offer to Purchase and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes. None of the Dealer Managers or the Tender and Information Agent assumes any responsibility for the accuracy or completeness of the information concerning us contained or incorporated by reference in this Offer to Purchase or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

Each of the Dealer Managers and/or its affiliates, in the ordinary course of its business, makes markets in our securities, including the Notes. As a result, from time to time, the Dealer Managers and/or their affiliates may own certain of our securities, including the Notes. In addition, the Dealer Managers may tender Notes into the Tender Offers for their own accounts. In the ordinary course of business, the Dealer Managers and their respective affiliates have in the past provided, currently provide, and may in the future from time to time provide, investment banking and general financing and commercial banking services to us and certain of our affiliates, including the provision of credit facilities and/or the performance of financial advisory services for us and our affiliates, for which they received, or will receive, customary fees and expenses. The Dealer Managers are not obligated to make a market in the Notes. In addition, each of the Dealer Managers and/or its affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

NONE OF NEXA RESOURCES, ITS BOARD OF DIRECTORS, THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT OR THE TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO ANY OF THE TENDER OFFERS, AND NEITHER WE NOR ANY SUCH OTHER PERSON HAS AUTHORIZED ANY PERSON TO MAKE ANY SUCH RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

Brokers, dealers, commercial banks, trust companies and other nominees will be reimbursed by the Tender and Information Agent, by application of funds provided by us, for customary mailing and handling expenses incurred by them in forwarding material to their customers. We will pay all other fees and expenses attributable to the Tender Offers, other than expenses incurred by Holders or beneficial owners of Notes.

In addition, we will pay all transfer taxes applicable to the purchase and transfer of Notes pursuant to the Tender Offers, except that if the payment of the Consideration is being made to, or if Notes that are not tendered or not purchased pursuant to the Tender Offers are to be registered or issued in the name of, any person other than the registered Holder of the Notes or the participant in whose name the Notes are held on the books of DTC, or if a transfer tax is imposed for any reason other than the purchase of Notes pursuant to the Tender Offers, then the amount of any such transfer tax (whether imposed on the Holder or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of that tax or exemption from payment is not submitted, then the amount of that transfer tax will be deducted from the Consideration otherwise payable to the tendering Holder.

MISCELLANEOUS

We are not aware of any jurisdiction in which the making of the Tender Offers is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Tender Offers would not be in compliance with such laws, we will make a good faith effort to comply with any such laws. If, after such good faith effort, we cannot comply with any such applicable laws, the applicable Tender Offers will not be made to the Holders of Notes residing in such jurisdiction.

Recipients of this Offer to Purchase should not construe the contents hereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the Tender Offers.

MARKET AND TRADING INFORMATION

The Notes are listed on the Singapore Exchange Securities Trading Limited. Prices and trading volumes of the Notes can be difficult to monitor. Quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. Holders are urged to obtain current information with respect to market prices for the Notes.

TAXATION

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax consequences of the Tender Offers that may be relevant to a beneficial owner of Notes that is an individual citizen or resident of the United States or a domestic corporation or otherwise subject to U.S. federal income tax on a net income basis in respect of the Notes (a “U.S. Holder”). This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change, possibly with retroactive effect. The discussion does not address particular tax considerations that may be applicable to holders that are subject to special tax rules, such as dealers in securities or currencies, banks or other financial institutions, insurance companies, tax-exempt organizations, S corporations, entities classified as partnerships for U.S. federal income tax purposes and the partners therein, regulated investment companies, real estate investment trusts, traders in securities that elect to use the mark-to-market method of accounting, U.S. expatriates, nonresident alien individuals present in the United States for 183 days or more during the taxable year, persons holding Notes as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction or persons that have a functional currency other than the U.S. dollar. The discussion assumes that the Notes are held as “capital assets” within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”). The discussion addresses only U.S. federal income tax consequences, and does not address consequences arising under state, local or non-U.S. tax laws. The discussion does not address alternative minimum taxes, consequences arising from the special timing rules prescribed under section 451(b) of the Code, the Medicare tax on net investment income or other aspects of U.S. federal income or state, local or non-U.S. taxation that may be relevant to a holder in light of the holder’s particular circumstances.

Furthermore, this summary does not address all of the U.S. federal income tax considerations that may be relevant to a tendering holder of Notes that purchases debt securities issued by us in the Debt Financing. Such holders should consult their own tax advisors regarding the U.S. federal income tax consequences to them of the sale of their Notes pursuant to a Tender Offer and the acquisition of debt securities pursuant to the Debt Financing.

Sale of the Notes

Sales of Notes by U.S. Holders pursuant to a Tender Offer will be taxable transactions for U.S. federal income tax purposes. Subject to the discussion of the market discount rules set forth below, a U.S. Holder selling Notes pursuant to a Tender Offer will recognize U.S.-source capital gain or loss in an amount equal to the difference between the amount of cash received (including, in the case of the 2028 Tender Offer, the 2028 Early Tender Payment, but not including amounts received attributable to Accrued Interest, which will be taxed as ordinary income from sources outside the United States to the extent not previously included in income) and the U.S. Holder’s adjusted tax basis in the Notes sold at the time of sale. A U.S. Holder’s adjusted tax basis in a Note generally will equal the amount paid therefor, increased by the amount of any market discount previously taken into account by the U.S. Holder and reduced by the amount of any amortizable bond premium previously amortized by the U.S. Holder with respect to the Note. Any capital gain or loss will be long-term capital gain or loss if the U.S. Holder’s holding period for the Notes on the date of sale was more than one year. In the case of certain non-corporate U.S. Holders (including individuals), long-term capital gains are generally subject to a reduced rate of U.S. federal income tax. The deductibility of capital losses is subject to limitation.

A U.S. Holder generally will be considered to have acquired the Notes with market discount if the Notes’ stated principal amount exceeded the U.S. Holder’s tax basis in the Notes immediately after acquisition by more than a statutory *de minimis* amount. In general, if a U.S. Holder acquired the Notes with market discount, any gain realized by a U.S. Holder on the sale of the Notes will be treated as ordinary income (which should be treated as income from sources outside the United States) to the extent of the portion of the market discount that has accrued while the Notes were held by the U.S. Holder, unless the U.S. Holder has elected to include market discount in income currently as it accrues.

Information Reporting and Backup Withholding

A U.S. Holder may be subject to certain information reporting requirements and backup withholding with respect to the cash received from the sale of Notes pursuant to a Tender Offer (including Accrued Interest and, in the case of the 2028 Tender Offer, the 2028 Early Tender Payment), unless (i) the U.S. Holder is a corporation or comes within certain other exempt categories and, if required, demonstrates this fact or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. The amount of any backup withholding from a Tender Offer will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is furnished to the Internal Revenue Service (the "IRS").

In order for a holder that is not a "United States person" (as defined in the Code) to qualify for exemption from backup withholding, the holder may be required to submit an IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8 attesting to that holder's non-U.S. status. IRS forms may be obtained at the IRS website at www.irs.gov.

Certain Luxembourg Tax Considerations

The following information is of a general nature only and does not purport to be a comprehensive description of all tax considerations that may be relevant to this Offer to Purchase. It is based on the laws, regulations and administrative and judicial interpretations presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. This summary does not take into account the specific circumstances of particular investors. Investors should consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used in the sub-headings below applies for Luxembourg income tax purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers only to Luxembourg tax law and/or concepts. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (“*impôt sur le revenu des collectivités*”), municipal business tax (“*impôt commercial communal*”), a solidarity surcharge (“*contribution au fonds pour l’emploi*”) as well as personal income tax (“*impôt sur le revenu*”). Investors may further be subject to net wealth tax (“*impôt sur la fortune*”) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Withholding Tax

Payment of Consideration (as well as Accrued Interest) by Nexa Resources can be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein in accordance with applicable law, subject, however, to the possible application of the Luxembourg law of 23 December 2005, as amended, introducing a tax on certain payments of interest made to Luxembourg resident individuals (the “Relibi Law.”)

Payment of interest or similar income on debt instruments made or deemed to be made by a paying agent (within the meaning of the Relibi Law) established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a tax at a rate of 20%. Such tax will be in full discharge of income tax if the individual beneficial owner acts in the course of the management of his private wealth. Responsibility for the withholding and payment of the tax lies with the Luxembourg paying agent. Payment of Accrued Interest coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20%.

An individual beneficial owner of interest or similar income (within the meaning of the Relibi Law) who is a resident of Luxembourg and acts in the course of the management of his private wealth may opt in accordance with the Relibi Law for a final tax of 20% when he receives or is deemed to receive such interest or similar income from a paying agent established in a EU Member State (other than Luxembourg) or in a Member State of the European Economic Area which is not an EU Member State. In such case, the 20% levy is calculated on the same amounts as for the payments made by Luxembourg paying agents. The option for the 20% levy must cover all interest payments made to the Luxembourg resident beneficial owner during the entire civil year. The individual resident that is the beneficial owner of interest is responsible for the declaration and the payment of the 20% final tax.

Income Taxation of Resident Holders who Tender their Notes

Luxembourg Resident Corporate Holder of Notes

A Luxembourg resident corporate holder who tenders its Notes must include any gain realized on the sale of Notes in exchange for the payment of Consideration pursuant to the Tender Offers as well as any Accrued Interest in its taxable income for Luxembourg income tax purposes, unless such holder of Notes is exempt from tax.

Luxembourg Resident Individual Holder of Notes

A Luxembourg resident individual holder of Notes, acting in the course of the management of his private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest income under the Notes (as well as Accrued Interest), except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law or (ii) the individual holder of the Notes has opted for the application of a 20% tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg) or in a Member State of the European Economic Area (other than a EU Member State). A gain realized by a Luxembourg resident individual holder of Notes, acting in the course of the management of his private wealth, upon the sale or disposal, in any form whatsoever, of Notes (including a sale of Notes in exchange for Consideration pursuant to the Tender Offers) is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

Income Taxation of Non-Resident Holders who Tender their Notes

Non-resident holders who tender their Notes, and do not have a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which or to whom the Notes or income therefrom are attributable, are not subject to Luxembourg income taxes on Consideration (as well as Accrued Interest) received pursuant to the Tender Offers.

Non-resident corporate or individual holders acting in the course of the management of a professional or business undertaking who tender their Notes, and have a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which or whom the Notes or income therefrom are attributable are subject to Luxembourg income tax on any income from the Notes (including Accrued Interest) as well as any gain realized upon the sale of the Notes in exchange for Consideration pursuant to the Tender Offers.

Other Taxes

The transfer of Notes will not give rise to any Luxembourg stamp duty, issuance tax, registration tax, transfer tax or similar documentary taxes or duties, provided that the relevant transfer agreement is not registered in Luxembourg. A fixed or *ad valorem* registration duty in Luxembourg may, however, apply (i) upon voluntary registration (*présentation à l'enregistrement*) of the Notes (and/or any documents in relation thereto) before the Registration and Estates Department (*Administration de l'enregistrement et des domaines*) in Luxembourg, or (ii) if (a) the Notes (and/or any documents in relation thereto) are attached to a compulsory registrable deed under Luxembourg law (*acte obligatoirement enregistrable*) or (b) the Notes (and/or any documents in relation thereto) are deposited with the official records of a notary (*déposé au rang des minutes d'un notaire*), or (c) any documents related to the Notes are referred to in a public deed or used before a Luxembourg official authority or any *autorité constituée* or before a Luxembourg court, notably by being referred to in a writ, to the extent that such documents are subject to mandatory registration within a fixed cut-off date (*délai de rigueur*).

Value Added Tax

No Luxembourg value added tax is levied with respect to any transfer of the Notes.

**NEXA RESOURCES S.A.
OFFER TO PURCHASE
2027 NOTES AND 2028 NOTES**

To obtain additional copies of the Offer to Purchase, please contact the Tender and Information Agent.

The Tender and Information Agent for the Tender Offers is:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
Email: nexa@dfking.com
www.dfking.com/nexa
Toll Free: +1 (800) 859-8509
Collect: (212) 269-5550

Any questions or requests for assistance or additional copies of this Offer to Purchase and the Notice of Guaranteed Delivery may be directed to the Tender and Information Agent at its telephone number or address set forth above. Any questions related to the terms of the Tender Offers may be directed to the Dealer Managers.

The Dealer Managers for the Tender Offers are:

BBVA Securities Inc.
1345 Avenue of the Americas,
44th Floor
New York, New York 10105
Attention: Liability Management
Group
Tel: +1 (212) 728-2303 (collect)
Tel: +1(800) 422-8692 (toll free)

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Attention: Latin America Debt
Capital Markets
Tel: +1 (212) 834-7279 (collect)
Tel: +1 (866) 846-2874 (toll
free)

Citigroup Global Markets Inc.
388 Greenwich Street, 4th Floor
New York, New York 10013
Attention: Liability Management Group
Tel: +1 (212) 723-6106 (collect)
Tel: +1 (800) 558-3745 (toll free)

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020
Attention: Liability Management
Tel: +1 (212) 405-7481 (collect)
Tel: +1 (877) 744-4532 (toll free)

HSBC Securities (USA) Inc.
452 Fifth Avenue
New York, New York 10018
Attention: Global Liability
Management Group
Tel: +1 (212) 525-5552 (collect)
Tel: +1 (888) 4722-456 (toll free)

Mizuho Securities USA LLC
1271 Avenue of the Americas,
New York, New York 10020
Attention: Liability Management
Tel: +1 (212) 205-7736 (collect)
Tel: +1 (866) 271-7403 (toll free)