OVERVIEW

We have, in our ordinary and usual course of business, entered into a number of transactions with certain entities that will become our connected persons (as defined under Chapter 14A of the Listing Rules) upon **[REDACTED]**. Such transactions will continue after the **[REDACTED]** and will therefore constitute our continuing connected transactions under the Listing Rules.

CONNECTED PERSON

We have entered into certain transactions with the following entities that will become our connected persons (as defined under Chapter 14A of the Listing Rules) upon **[REDACTED]**:

Name of Connected Person	Connected Relationship
Nengkong Intelligent Mobility (Wuxi) Technology Co., Ltd. (能控智行(無錫)科技有限責任公司, "**Nengkong IM**")	CHN Energy Fund Management, being the general partner of Beijing CHN Energy and Xinneng Sci-Tech, will be able to control **[REDACTED]**% voting rights of our Company upon completion of the **[REDACTED]** (assuming the **[REDACTED]** is not exercised). Therefore, each of CHN Energy Fund Management, Beijing CHN Energy and Xinneng Sci-Tech will become a connected person of our Company upon **[REDACTED]**. Beijing CHN Energy holds 80% equity interest in Nengkong IM, while the rest 20% equity interest of Nengkong IM is held by the Company.
China Shenhua	CHN Energy Fund Management is wholly-owned by CHN Energy, which holds approximately 69.97% equity interest in China Shenhua.

SUMMARY OF CONNECTED TRANSACTIONS

Nature of transactions	Counterparties	Applicable Listing Rules	Waiver sought
Non-exempt continuing connected transactions			
Provision of Products and Services	Nengkong IM	14A.35, 14A.36, 14A.49, 14A.71 and 14A.105	Announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules
Provision of Products and Services	China Shenhua	14A.35, 14A.36, 14A.49, 14A.71 and 14A.105	Announcement, circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules

NON-EXEMPT CONTINUING CONNECTED TRANSACTIONS

1. Provision of Products and Services to Nengkong IM

Parties

(1) Nengkong IM (for itself and on behalf of its subsidiaries); and

(2) Our Company (for itself and on behalf of its subsidiaries)

Principal terms

On [●], we entered into a provision of products and services framework agreement (the "**Nengkong IM Framework Agreement**") with Nengkong IM, pursuant to which we agreed to provide Nengkong IM and/or its subsidiaries with products including autonomous wide-body mining trucks, autonomous driving transportation solutions adopted on mining trucks, associated components, and intelligent operations and other services.

The initial term of the Nengkong IM Framework Agreement shall commence on the **[REDACTED]** until December 31, 2028, subject to renewal upon mutual consent by the parties and compliance with all applicable laws and regulations. Separate underlying agreements will be entered into and set out the specific scope of products and/or services with detailed terms and conditions in accordance with the Nengkong IM Framework Agreement.

Pricing policies

The prices for the relevant products and services shall be determined between Nengkong IM and us after arm's length negotiations, firstly taking into account the prevailing market prices of the same or similar products and/or services we offer to other Independent Third Parties during the ordinary course of business. If prevailing market prices are not available, the prices shall be determined on a fair basis, taking into account the relevant costs (including but not limited to raw materials, labor, transportation and administrative expenses) plus a reasonable margin of profit, with reference to the historical prices. The prices shall not be less favorable to our Group than those for transactions between our Group and Independent Third Parties under the same conditions.

Reasons for the transactions

Nengkong IM is a joint venture established by Beijing CHN Energy and the Company in October 2025 for the purpose of increasing the proportion of autonomous driving applications in CHN Energy and its subsidiaries, lowering labor-related costs, and enhancing operation efficiency and safety protection in mining projects.

Historical transaction amounts

Nengkong IM was established in October 2025 thus there's no historical transaction amounts between the Group and Nengkong IM.

Annual caps and basis of caps

The maximum aggregate annual transaction amounts under the Nengkong IM Framework Agreement for the three years ending December 31, 2028 shall not exceed the caps set out below:

	For the year ending December 31,		
	2026	**2027**	**2028**
	(RMB in thousand)		
Sales of Products to Nengkong IM	324,000	405,000	486,000
Provision of Services to Nengkong IM	10,000	10,000	20,000

The above proposed annual caps of sales of the products and provision of services by our Group are determined with reference to (i) the historical transaction amounts between the Group and CHN Energy and/or its subsidiaries during the Track Record Period and the historical trend of such transactions; and (ii) the estimated transaction amounts, which is calculated based on (a) the estimated prevailing market price of relevant products and services, and (b) the estimated demand for our products and services by Nengkong IM for the three years ending December 31, 2028. It is expected that Nengkong IM will increase its demand considering its business strategy of increasing the proportion of autonomous driving applications, lowering labor-related cost and enhancing operation efficacy and safety protection in mining projects.

2. Provision of Products and Services to China Shenhua

Parties

(1) China Shenhua (for itself and on behalf of its subsidiaries); and

(2) Our Company (for itself and on behalf of its subsidiaries)

Principal terms

On [●], we entered into a provision of products and services framework agreement (the "**Shenhua Framework Agreement**") with China Shenhua, pursuant to which we agreed to provide China Shenhua and/or its subsidiaries with products including autonomous wide-body mining trucks, autonomous driving transportation solutions adopted on mining trucks, associated components, and intelligent operations and other services.

The initial term of the Shenhua Framework Agreement shall commence on the **[REDACTED]** until December 31, 2028, subject to renewal upon mutual consent by the parties and compliance with all applicable laws and regulations. Separate underlying agreements will be entered into and set out the specific scope of products and/or services with detailed terms and conditions in accordance with the Shenhua Framework Agreement.

Pricing policies

The prices for the relevant products and services shall be determined between China Shenhua and us after arm's length negotiations, firstly taking into account the prevailing market prices of the same or similar products and/or services we offer to other Independent Third Parties during the ordinary course of business. If prevailing market prices are not available, the prices shall be determined on a fair basis, taking into account the relevant costs (including but not limited to raw materials, labor, transportation and administrative expenses) plus a reasonable margin of profit, with reference to the historical prices. The prices shall not be less favorable to our Group than those for transactions between our Group and Independent Third Parties under the same conditions.

Reasons for the transactions

Our Group has been providing the mining sites of China Shenhua with products including autonomous wide-body mining trucks, autonomous driving transportation solutions adopted on mining trucks, associated components, and intelligent operations and other services during the Track Record Period. The historical cooperation enables us to be familiar with the business needs and requirements of the mining sites of China Shenhua and/or its subsidiaries. In addition, it is more cost-effective for the mining sites of China Shenhua to maintain their own headcounts for processing such work.

Historical transaction amounts

Set out below are the historical transaction amounts for the abovementioned transactions during the Track Record Period:

	For the year ending December 31,		
	2023	2024	2025
	(RMB in thousand)		
Sales of Products to China Shenhua	14,703	19,159	nil
Provision of Services to China Shenhua	nil	2,350	2,739

Annual caps and basis of caps

The maximum aggregate annual transaction amounts under the Shenhua Framework Agreement for the three years ending December 31, 2028 shall not exceed the caps set out below:

	For the year ending December 31,		
	2026	2027	2028
	(RMB in thousand)		
Sales of Products to China Shenhua	10,000	10,000	10,000
Provision of Services to China Shenhua	10,000	90,000	90,000

With respect to the sales of products, the above proposed annual caps are determined with reference to (i) the historical transaction amounts between the Group and China Shenhua and/or its subsidiaries during the Track Record Period; and (ii) the estimated transaction amounts based on (a) the estimated prevailing market price of relevant products, and (b) the estimated demand for our products by China Shenhua and/or its subsidiaries for the three years ending December 31, 2028.

With respect to the provision of services, the above proposed annual caps are determined with reference to (i) the historical transaction amounts between the Group and China Shenhua and/or its subsidiaries during the Track Record Period; and (ii) the estimated transaction amounts based on (a) the estimated prevailing market price of relevant services, and (b) the estimated demand for our services by China Shenhua and/or its subsidiaries for the three years ending December 31, 2028, after considering that China Shenhua and/or its subsidiaries normally procure such services through public bidding process, and the historical bidding budget in relation to the procurement of operational supporting and other services by one mining site of China Shenhua in 2026 amounted to approximately RMB80 million to RMB100 million. In light of the above, the Company has estimated the annual caps under the Shenhua Framework Agreement after taking into account that the Company may be successful in securing similar bidding by China Shenhua in the three years ending December 31, 2028.

WAIVER APPLICATION FOR NON-EXEMPT CONTINUING CONNECTED TRANSACTIONS

In respect of sales of products and provision of services by our Group to Nengkong IM and China Shenhua as disclosed in the subsection headed "— Non-exempt continuing connected transactions", since the highest applicable percentage ratio calculated for the purposes of Chapter 14A of the Listing Rules for each of the three years ending December 31, 2028 is expected to exceed 5% on an annual basis, the transactions contemplated thereunder are subject to the annual reporting requirement under Rules 14A.49 and 14A.71 of the Listing Rules, the announcement requirement under Rule 14A.35 of the Listing Rules and the independent Shareholders' approval requirement under Rule 14A.36 of the Listing Rules.

As those non-exempt continuing connected transactions are expected to continue on a recurring and continuing basis and have been fully disclosed in this document, our Directors consider that compliance with the announcement and the independent Shareholders' approval requirements (as the case may be) would lead to unnecessary administrative costs and would be unduly burdensome to us.

Accordingly, we have applied to the Hong Kong Stock Exchange for, and the Hong Kong Stock Exchange [has granted], waivers exempting us from strict compliance with the announcement and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules in respect of the continuing connected transactions as disclosed in "— Non-exempt continuing connected transactions" in this section, subject to the condition that the aggregate amounts of the continuing connected transactions for each financial year shall not exceed the relevant amounts set forth in the respective annual caps (as stated above).

In the event of any future amendments to the Listing Rules imposing more stringent requirements than those applicable as of the Latest Practicable Date on the continuing connected transactions referred to in this document, we will take immediate steps to ensure compliance with such new requirements within reasonable time.

CONFIRMATION FROM OUR DIRECTORS

Our Directors (including our independent non-executive Directors) are of the view that the non-exempt continuing connected transactions as set out above have been and will continue to be carried out in our ordinary and usual course of business and on normal commercial terms or better, and are fair and reasonable and in the interest of our Company and Shareholders as a whole, and the proposed annual caps for those transactions are fair and reasonable and in the interest of our Company and Shareholders as a whole.

CONFIRMATION FROM THE SOLE SPONSOR

Having taken into account the view of the Directors and the Sole Sponsor's participation in due diligence, the Sole Sponsor is of the view that the non-exempt continuing connected transactions as set out above have been and will be carried out in the ordinary and usual course of business of our Company and on normal commercial terms or better, and are fair and reasonable in the interests of our Company and the Shareholders as a whole, and the proposed annual caps for those transactions are fair and reasonable and in the interest of our Company and Shareholders as a whole.

INTERNAL CONTROL MEASURES

In order to further safeguard the interests of the Shareholders as a whole (including the minority Shareholders), our Group has implemented the following internal control measures in relation to the continuing connected transactions:

- the Audit Committee under the Board, the Board and various internal departments of our Company are jointly responsible for evaluating the terms under framework agreements for the continuing connected transactions, in particular, the fairness of the pricing policies and annual caps under each transaction. Also, they will regularly monitor the fulfillment status and the transaction updates under the framework agreements and review the pricing policies of the framework agreements;

- when considering the prices for the above connected transactions, our Company will continue to regularly research in prevailing market conditions and practices and make reference to the pricing and terms between our Company and Independent Third Parties for similar transactions, to ensure that the pricing and terms offered by the above connected persons, either from bidding procedures or mutual commercial negotiations (as the case may be), are fair, reasonable and are no less favorable than those offered to Independent Third Parties;

- our Group has approved internal guidelines which provide that if the value of any proposed connected transaction is expected to exceed certain thresholds, the relevant staff must report the proposed transactions to the head of the relevant business unit in order for our Company to commence the necessary additional assessment and approval procedures and ensure that we will comply with the applicable requirements under Chapter 14A of the Listing Rules;

- our independent non-executive Directors and auditors will conduct annual review of the continuing connected transactions under the framework agreements and provide annual confirmation in accordance with Rules 14A.55 and 14A.56 of the Listing Rules;

- When considering any renewal or revisions to the agreements after the **[REDACTED]**, the interested Directors and Shareholders shall abstain from voting on the resolutions to approve such transactions at Board meetings or Shareholders' general meetings (as the case may be). If the independent Directors' or independent Shareholders' approvals cannot be obtained, we will not continue the transactions under the framework agreements to the extent that they constitute non-exempt continuing connected transactions under rule 14A.35 of the Listing Rules.