

**Dated December 16, 2022**

**YANGTZE OPTICAL FIBRE AND CABLE  
JOINT STOCK LIMITED COMPANY**

**and**

**PRYSMIAN S.p.A.**

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**SALES FRAMEWORK AGREEMENT**

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**THIS SALES FRAMEWORK AGREEMENT** (the “**Agreement**”) is made on December 16, 2022.

**BY:**

- (1) **YANGTZE OPTICAL FIBRE AND CABLE JOINT STOCK LIMITED COMPANY** (长飞光纤光缆股份有限公司), a joint stock company established under the laws of the People’s Republic of China (the “**PRC**”) with limited liability whose registered address is at No. 9 Guanggu Avenue, East Lake High-tech Development Zone, Wuhan, Hubei Province, the PRC (“**YOFC**”); and
- (2) **PRYSMIAN S.p.A.**, a company incorporated under the laws of Italy whose registered address is at Viale Sarca 222, 20126 Milan, Italy (“**Prysmian**”);

(each a “**Party**” and together the “**Parties**”).

**WHEREAS:**

- (A) On December 10, 2014, H Shares were listed on the Main Board of the Hong Kong Stock Exchange and YOFC shall comply with the Hong Kong Listing Rules since then. On July 20, 2018, A Shares were listed on the Main Board of Shanghai Stock Exchange and YOFC shall comply with the Shanghai Listing Rules since then.
- (B) YOFC has been selling preforms, optical fibres, optical fibre cables and equipment parts to certain members of the Prysmian Group in the ordinary and usual course of business. These sales transactions constitute continuing connected transactions both under the Hong Kong Listing Rules and the Shanghai Listing Rules. To regulate these sales transactions, the Parties entered into a sales framework agreement on March 31, 2020 to set out the guidelines to which the Parties will refer for defining the pricing terms for these sales transactions.
- (C) The sales framework agreement shall expire by the end of 2022. YOFC expects to convene a shareholders’ general meeting (“**EGM**”) to approve, inter alia, the sales transactions and the annual cap in respect of the amount of the sales transactions for each of the three years ending December 31, 2023, 2024 and 2025.
- (D) For the purposes of the sales transactions to be entered into between the YOFC Group on one hand and the Prysmian Group on the other for the three years ending December 31, 2023, 2024 and 2025, the Parties wish to renew the sales framework agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement, including the Recitals above, the following expressions shall, unless the context otherwise requires, have the following meaning:

“**A Shares**” means shares of par value of RMB1.00 each in the share capital of YOFC to be subscribed for and traded in Renminbi and listed on the Main Board of Shanghai Stock Exchange.

“**Associate**” has the same meaning ascribed thereto in Rules 1.01 and 14A.06(2) of

the Hong Kong Listing Rules and “**Associates**” shall be construed accordingly;

“**Connected Person**” has the meaning ascribed thereto in Chapter 14A of the Hong Kong Listing Rules or in Chapter 10 of the Shanghai Listing Rules;

“**Connected Transactions**” has the meaning ascribed thereto in Chapter 14A of the Hong Kong Listing Rules or in Chapter 10 of the Shanghai Listing Rules; “**Draka**” means Draka Comteq B.V., a company incorporated under the laws of The Netherlands whose registered address is at De Boelelaan 7, 1083HJ, Amsterdam, the Netherlands;

“**Exempt Transactions**” means Connected Transactions which are fully exempt from shareholders’ approval, annual review and all disclosure requirements under Chapter 14A of the Hong Kong Listing Rules;

“**H Shares**” means overseas listed foreign shares of par value of RMB1.00 each in the share capital of YOFC to be subscribed for and traded in Hong Kong dollars and listed on the Main Board of The Stock Exchange of Hong Kong Limited;

“**Hong Kong Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“**ordinary and usual course of business**” has the meaning ascribed thereto in Chapter 14A of the Hong Kong Listing Rules;

“**PRC**” means the People’s Republic of China;

“**Products**” means either optical fibres and/or optical fibre cables;

“**Prysmian Group**” means Prysmian and its Subsidiaries and Associates (for the avoidance of doubt, excluding YOFC and its Subsidiaries) and the expression “**member of the Prysmian Group**” shall be construed accordingly;

“**Shanghai Listing Rules**” means the Rules Governing the Listing of Stocks on Shanghai Stock Exchange;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Subsidiary**” has the meaning ascribed thereto in the Hong Kong Listing Rules or the Shanghai Listing Rules (as the case may be) and “**Subsidiaries**” shall be construed accordingly;

“**Transactions**” means transactions which:

- (i) are sales transactions of optical fibres and/or optical fibre cables which are conducted in the ordinary and usual course of businesses of the parties to the transactions; and
- (ii) are conducted between YOFC or a Subsidiary of YOFC listed under Annex A hereto (as updated from time to time by YOFC pursuant to clause 4.1 below) on the one hand and Prysmian or a Subsidiary or Associate of Prysmian (for the avoidance of doubt, excluding YOFC and its Subsidiaries) on the other; and
- (iii) are Connected Transactions; and

(iv) are not Exempt Transactions; and

“YOFC Group” means YOFC and its Subsidiaries; and

“YOFC Shanghai” means Yangtze Optical Fibre and Cable (Shanghai) Co., Ltd. (长飞光纤光缆（上海）有限公司), which is a Connected Person of YOFC under the Hong Kong Listing Rules by virtue of its relationship with Draka as well as a Connected Person of YOFC under the Shanghai Listing Rules as a director of YOFC also serves as a director of YOFC Shanghai.

- 1.2 The headings used in this Agreement are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Agreement.
- 1.3 References in this Agreement to Recitals and Clauses are references to recitals and clauses of this Agreement.
- 1.4 References in this Agreement to any rule, statute or statutory provision shall be construed as references to such rule, statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other rule, statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 1.5 In this Agreement, unless the context otherwise requires:
  - (a) expressions in the singular shall include the plural and vice versa; and
  - (b) where any word or expression is given a defined meaning, any other grammatical form of such word or expression (as the case may be) shall have a corresponding meaning.

## 2. TRANSACTION PRINCIPLES AND ANNUAL CAPS

- 2.1 The Parties agree that the pricing terms of each Transaction shall be determined with reference to:
  - 2.1.1 the prevailing tender price announced by the local telecommunications operators at the place where the relevant purchaser is located (the “**Local Tender Price**”); or
  - 2.1.2 the latest average export (from China) price made available to the public by the General Administration of Customs of the People’s Republic of China (中华人民共和国海关总署) at the time of the relevant Transaction (the “**Export Price**”); and

where neither the Local Tender Price nor the Export Price is available, the pricing terms shall be determined with reference to the prevailing tender price announced by the state-owned telecommunications operators in the PRC (the “**PRC Tender Price**”) and where none of the Local Tender Price, the Export Price or the PRC Tender Price is available or applicable, the price shall be determined on a fair and reasonable basis which is equivalent or comparable to those offered to or quoted by third parties independent of YOFC for similar products.

- 2.2 The Transaction will be entered into by means of a purchase order (hereinafter “**Purchase Order**”) issued from time-to-time by Prysmian or any member of the Prysmian Group and accepted by YOFC or any of its Subsidiaries listed under Annex A (as updated from time to time). A Purchase Order shall be deemed accepted by YOFC or any of its Subsidiaries listed under Annex A (as updated from time to time) either when a written confirmation thereof has been issued by YOFC or any of its Subsidiaries listed under Annex A (as updated from time-to-time) and delivered to Prysmian or any member of the Prysmian Group or, even where said written confirmation has not been issued, when YOFC or any of its Subsidiaries listed under Annex A (as updated from time to time) start the performance of the Purchase Order. The Parties further acknowledge and agree that the Purchase Orders may set forth specific terms and conditions including, without being limited to, on product specifications, quantity, payment date and method, delivery arrangements, liabilities and warranties. The Parties agree that if there is an inconsistency between the transaction principles set out in Clause 2.1 of this Agreement and the provisions of the Purchase Orders, the provisions of this Agreement shall prevail.
- 2.3 The Parties expressly agree that Prysmian and any members of the Prysmian Group have not, and shall not be considered to have, undertaken any commitment to purchase from YOFC and/or any of its Subsidiaries a specific quantity of Products and, accordingly, that the execution of this Agreement shall not bind Prysmian nor any member of the Prysmian Group or create an expectation by YOFC and/or any of its Subsidiaries to enter into any Purchase Order with Prysmian or any member of the Prysmian Group with regard to the subject matter of this Agreement. Any estimate or forecast furnished by Prysmian or any member of the Prysmian Group herein or in any Purchase Order shall not constitute commitment to purchase.
- 2.4 The Parties agree that the annual caps for the Transactions, in which YOFC Group is the seller and Prysmian Group is the purchaser, in respect of the years ending December 31, 2023, 2024 and 2025, shall be RMB600million, RMB600million, and RMB600million, respectively.**

### **3.1 Term**

This Agreement shall take retrospective effect from January 1, 2023 upon the passing of the resolution for approval of this Agreement at the EGM and shall be valid until either (i) the expiry of a period of three (3) years commencing from the effective date of this Agreement or (ii) the date on which Prysmian ceases to be a Connected Person of YOFC, whichever comes earlier (the “**Term**”).

On the expiration of this Term, this Agreement will terminate without the necessity of any notice. Any automatic renewal of this Agreement is expressly excluded.

- 3.2 Unless this Agreement is terminated earlier due to Prysmian ceasing to be a Connected Person of YOFC, the Parties agree to negotiate in good faith the possibility to extend the duration of this Agreement for a further term of three (3) years within two (2) months prior to the expiry of the term set forth under clause 3.1(i) above.

## **4. GENERAL PROVISIONS**

### **4.1 Compliance with Agreement**

YOFC shall procure that its Subsidiaries (including, without being limited to, YOFC Shanghai) comply with the provisions of this Agreement if and when its Subsidiaries enter into any Transactions.

Prysmian shall procure that its Associates and Subsidiaries comply with the provisions of this Agreement if and when its Associates and/or Subsidiaries enter into Transactions with any YOFC Subsidiaries listed under Annex A hereto (“**YOFC Subsidiaries List**”). YOFC undertakes to promptly notify Prysmian in writing of any change or update to the YOFC Subsidiaries List.

For the avoidance of doubt, neither YOFC nor YOFC Subsidiaries (including, without being limited to, YOFC Shanghai) shall be considered, under this Agreement, as Subsidiary or Associate of Prysmian or of any member of the Prysmian Group. With respect to YOFC Shanghai, Prysmian agrees not to, and procure Draka not to, take any action, by virtue of its indirect minority holding in YOFC Shanghai, to prevent YOFC Shanghai from complying with the terms of this Agreement.

#### **4.2 Variation**

No variation or amendment of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

#### **4.3 Invalidity**

Each of the provisions of this Agreement is severable. If any such provision is held by court or tribunal of competent jurisdiction to be unenforceable or contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the interest of the Parties hereto can be realized. In such case, the Parties shall negotiate in good faith an amendment to this Agreement as permitted by law which fulfils the intention of the Parties when entering into this Agreement.

#### **4.4 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. A Party may enter into this Agreement by executing any such counterpart.

#### **4.5 Governing Law and Disputes Resolution**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the People’s Republic of China.
- (b) Any dispute arising from the execution of or in connection with this Agreement shall be settled through friendly consultations between the Parties. In case no settlement can be reached through consultations, the disputes shall be submitted for arbitration to be carried out by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”) in Sweden, in accordance with its rules of arbitration then effective. The arbitral tribunal shall consist of three (3) arbitrators, one to be appointed by each party and the presiding arbitrator to be appointed by the two appointed arbitrators within 15 days of the second arbitrator being appointed, failing which by the SCC. The proceedings will be conducted in the English language. Arbitration awards made by the SCC shall be final and binding on both

Parties and shall be enforceable in any court of competent jurisdiction inside or outside the People's Republic of China. The Parties hereby expressly agree to carry out such arbitration award without delay. During such consultations or arbitration, the Parties shall, with the exception of the matters in dispute, continue to perform their respective obligations under this Agreement.

This Agreement is entered into by or on behalf of the Parties on the date stated on the first page of this Agreement.

SIGNED by Ma Jie )  
for and on behalf of )  
**YANGTZE OPTICAL FIBRE AND** )  
**CABLE JOINT STOCK LIMITED** )  
**COMPANY** )  
in the presence of: )  
)



SIGNED by Philippe Claude Vanhille )  
for and on behalf of **PRYSMIAN** )  
**S.p.A.** )  
in the presence of: )  
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