

**Dated: [ ] [ ] 2024**  
**日期：2024 年 [ ] 月 [ ] 日**

**CMOC LIMITED**  
**洛阳钼业控股有限公司**

与

**CONTEMPORARY AMPEREX TECHNOLOGY CO., LIMITED.**  
**宁德时代新能源科技股份有限公司**

---

**PRODUCT SALES AND PROCUREMENT FRAMEWORK AGREEMENT**

**商品购销框架协议**

---

## Product Sales and Procurement Framework Agreement

### 商品购销框架协议

This product sales and procurement framework agreement (this “**Agreement**”) is executed by the following parties on [●]:

本商品购销框架协议（“**本协议**”）由以下双方于[●]签订：

- 1. CMOC Limited**, a company incorporated in Hong Kong with limited liability (“**CMOC Limited**”, together with its subsidiaries, the “**CMOC Limited Group**”) and wholly-owned by CMOC Group Limited, a joint stock company incorporated in the PRC with limited liability, the A shares and H shares of which are listed on the Shanghai Stock Exchange (the “**SSE**”) and the The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (“**CMOC**”) 洛阳钼业控股有限公司，一家在香港成立的有限责任公司（“**洛钼控股**”，连同其附属公司，“**洛钼控股集团**”），且由洛阳栾川钼业集团股份有限公司全资持有（一家在中国成立的股份有限公司，其 A 股与 H 股分别于上海证券交易所（“**上交所**”）及香港联合交易所有限公司（“**联交所**”）上市）（“**洛阳钼业**”）
- 2. Contemporary Amperex Technology Co., Limited**, a company established according to the PRC laws, and listed on the Shenzhen Stock Exchange. (“**CATL**”, together with its subsidiaries, associates and affiliates, the “**CATL Group**”) 宁德时代新能源科技股份有限公司，一家根据中国法律成立的股份有限公司，于深交所上市（“**宁德时代**”，连同其附属公司、联系人及附属公司，“**宁德时代集团**”）

For the purpose of this Agreement, the terms, “connected transaction”, “substantial shareholder”, “associate” and “subsidiary” shall have the meaning ascribed to them in the *Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “Listing Rules”)*.

为本协议目的，“**关联交易**”、“**主要股东**”、“**联系人**”及“**附属公司**”具有《**上海证券交易所股票上市规则**》或《**香港联合交易所有限公司证券上市规则**》（“**上市规则**”）所赋予的含义。

**Whereas / 鉴于：**

CMOC is a public company with its A shares and H shares listed on the SSE and the Stock Exchange (stock code: 603993/03993). As Contemporary Amperex Technology Co., Limited (“CATL”) is a substantial shareholder of CMOC and the connected person of CMOC, and the continuing transactions between CMOC Limited Group and CATL Group shall constitute continuing connected transactions of CMOC under the Listing Rules.

洛阳钼业是一家在上交所、联交所上市的公众公司（股票代码：603993/03993）。鉴于宁德时代新能源科技股份有限公司（“宁德时代”）是洛阳钼业的主要股东及为洛阳钼业的关连人士，洛钼控股集团与宁德时代集团之间的交易构成上市规则项下的洛阳钼业的持续关连交易。

Therefore, on the basis of equality and mutual benefit and through friendly negotiation, an agreement has been reached by the parties as follows:

为此，双方在平等互利的基础上，经过友好协商，达成协议如下：

## 1. PRINCIPLES FOR SALES OF PRODUCTS / 产品采购的原则

1.1 CMOC Limited Group agrees to sell and CATL Group agrees to purchase metal products, including copper, cobalt, nickel, and lithium products; and CMOC Limited Group agrees to purchase and CATL Group agrees to sell copper and nickel products (the “**Proposed Transaction(s)**”).

洛钼控股集团同意出售，而宁德时代集团同意购买金属产品，包括但不限于铜、钴、镍及锂产品；及洛钼控股集团同意采购，而宁德时代集团同意出售金属产品，包括但不限于铜及镍产品（“**拟议交易**”）。

1.2 It is agreed that this Agreement is entered into between the parties in the ordinary and usual course of business of CMOC Limited Group, are on normal commercial terms or better and on arm’s length basis, or on terms no less favourable to CMOC Limited Group than those available from independent third parties.

双方同意，本协议系双方在洛钼控股集团日常且通常业务过程中根据一般（或更佳）商业条款在公平前提下订立，或根据对于洛钼控股集团而言不逊于其从独立第三方处获得的条款订立。

## 2. FORMULATION OF IMPLEMENTATION RULES / 执行细则的制定

2.1 The parties hereby agree that this Agreement is a framework agreement which sets out the principles for the Proposed Transactions and an individual agreement (the “**Subsequent Agreement(s)**”) will be entered into by the

parties with respect of each Proposed Transaction according to the principles prescribed hereunder.

双方谨此同意本协议为框架协议，载明拟议交易原则。双方将根据本协议载明的原则就每一项拟议交易订立具体协议（“后续协议”）。

- 2.2 CATL Group agrees to provide necessary assistance to CMOC Limited Group and its auditors, independent non-executive directors and independent financial advisers (if applicable) so that they can fulfil their respective obligations under the Listing Rules in respect of the connected transactions.

宁德时代集团同意向洛钼控股集团及其核数师、独立非执行董事及独立财务顾问提供必要的协助（如适用），以令彼等能够履行上市规则项下有关持续关连交易的义务。

### 3. **PRINCIPLES FOR PRICING AND PAYMENT / 定价及支付原则**

- 3.1 It is agreed that the price for each lot of the products contemplated under each Subsequent Agreement shall be determined as follows:

双方同意，每项后续协议项下每笔产品的价格应按以下方法确定：

#### ***(1) As for the products to be provided by CMOC Limited Group to CATL Group***

##### ***(1) 就洛钼控股集团向宁德时代集团提供的产品***

It is agreed that the price for each lot of the products purchased by the CATL Group under each Subsequent Agreement should be determined on the basis of market-based pricing principle, subject to certain adjustments mainly involving the cost of funds, the basic pricing coefficient, the moisture content, the percentage of metal content and the impurity element content in the metals. The agreed price shall be determined after arm's length negotiation between both parties to ensure that the price is fair and reasonable and on normal commercial terms.

各方同意，宁德时代集团在后续协议项下采购的每批产品的价格将根据市场化定价原则厘定，惟可进行若干调整，主要涉及资金成本、基本价格系数厘定、水份含量、金属含量百分比及金属杂质元素含量。经双方公平合理协商后确定，以确保公平合理及按一般商业条款订立。

Pursuant to Subsequent Agreement, if CATL Group shall make prepayment for certain Proposed Transactions, CMOC Limited Group shall pay interests on such prepayments. The interest rate will be determined by both parties to

the contract through amicable consultations with reference to the U.S. bond yield and fixed rate of interest rate swaps at a margin of no more than 2% over the U.S. bond yield of same maturity, and taking into account factors including the parties' respective financing costs and the Federal Reserve's view on the trend of interest rates.

根据后续协议，若宁德时代集团应就部份拟议交易支付预付款，洛钼控股集团应就该等预付款支付利息。利率参考美债收益率、利率掉期固定利率，按照同期限的美债收益率加不超过 2% 之基准计算，并由合同双方综合考虑各自融资成本、及结合美联储利率走势观点等因素，经友好协商后拟定。

***(2) As for the products to be provided by CATL Group to CMOC Limited Group***

***(2) 就宁德时代集团向洛钼控股集团提供的产品***

It is agreed that the price for each lot of the products purchased by the CATL Group under each Subsequent Agreement should be determined on the basis of market-based pricing principle, subject to certain adjustments mainly involving the cost of funds, the basic pricing coefficient, the moisture content, the percentage of metal content and the impurity element content in the metals. The agreed price shall be determined after arm's length negotiation between both parties to ensure that the price is fair and reasonable and on normal commercial terms.

各方同意，宁德时代集团在后续协议项下采购的每批产品的价格将根据市场化定价原则厘定，惟可进行若干调整，主要涉及资金成本、基本价格系数厘定、水份含量、金属含量百分比及金属杂质元素含量。经双方公平合理协商后确定，以确保公平合理及按一般商业条款订立。

The market price of copper, cobalt, nickel and lithium products will be referred to (i) the copper price quoted by LME (<https://www.lme.com/>); or (ii) the cobalt price quoted by Fastmarkets (<https://www.fastmarkets.com/>), a cross-commodity price reporting agency in metal, mining and other markets, multiplied by the relevant price coefficient; or (iii) the nickel product price quoted by LME, Mysteel (<https://www.mysteel.net/>), Shanghai Metals Market (<https://www.smm.cn/>) and/or Shanghai Futures Exchange (<https://www.shfe.com.cn/>) adjusted by relevant price coefficient; or (iv) the lithium price quoted by Guangzhou Futures Exchange (<https://www.gfex.com.cn/>) and/or Shanghai Metals Market (<https://www.smm.cn/>). The price will be determined with reference to the sales price charged by other well-known mining companies in the place of sale

or receiving market, as well as recognized commodity trading indexes comparable to LME or Fastmarkets (such as SMM Information & Technology Co., Ltd., Shanghai Futures Exchange or the Chicago Mercantile Exchange).

铜、钴、镍及锂产品的市价指(i)伦金所(<https://www.lme.com/>)所报铜的价格；或(ii) Fastmarkets (<https://www.fastmarkets.com/>, 一家金属、采矿及其他市场的跨商品价格报告机构)所报钴的价格乘以相关价格系数；或(iii) 伦金所、Mysteel ( <https://www.mysteel.net/> )、上海有色网 ( <https://www.smm.cn/> )及/或上海期货交易所( <https://www.shfe.com.cn/> )所报镍产品价格并经相关价格系数调整；或(iv) 广州期货交易所 ( <https://www.gfex.com.cn/> )及/或上海有色网(<https://www.smm.cn/>)所报锂的价格。该价格将参考其他知名矿业公司于销售地或收货市场所收取之销售价格，以及与伦金所或 Fastmarkets 可资比较的认可商品交易指数（如上海有色网信息科技股份有限公司、上海期货交易所或芝加哥商品交易所）而厘定。

- 3.2 The price and payment conditions for the products to be provided under each Subsequent Agreement shall in general be fair and reasonable, on normal or better commercial terms and on arm's length basis, or on terms no less favourable to CMOC Limited Group than those available from independent third parties.

每项后续协议项下提供的产品的价格和付款条件在整体上应当是公平合理的，根据一般（或更佳）商业条款按公平原则订立，或根据对于洛钼控股集团而言不逊于其从独立第三方处获得的条款订立。

#### 4. ANNUAL CAPS / 年度上限

- 4.1 It is agreed that the annual caps of the Proposed Transactions for the three years ending 31 December 2027 are set out as follows:

双方同意，截至 2027 年 12 月 31 日的三个拟议交易年度上限如下：

Annual Cap for the Year ending 31 December 2025 (US\$ million)	Annual Cap for the Year ending 31 December 2026 (US\$ million)	Annual Cap for the Year ending 31 December 2027 (US\$ million)
截至 2025 年 12 月 31 日的年度上限 (百万美元)	截至 2026 年 12 月 31 日的年度上限 (百万美元)	截至 2027 年 12 月 31 日的年度上限 (百万美元)

Products to be provided by CMOC Limited Group to CATL Group	2,150	2,200	2,900
洛钼控股集团向宁德时代集团提供的产品			
Products to be purchased by CMOC Limited Group from CATL Group	850	900	1,100
洛钼控股集团向宁德时代集团采购的产品			
Interests to be paid by CMOC Limited Group to CATL Group	93	80	70
洛钼控股集团向宁德时代集团支付利息			

## 5. EFFECTIVENESS AND TERM / 生效和期限

- 5.1 The effectiveness of this Agreement shall be conditioned upon: the parties have obtained their own necessary authorization or approval respectively in accordance with the relevant provisions in their own articles of association or constitutional or similar documents and applicable listing rules.

本协议生效的先决条件为：双方依据其各自公司章程或组织宪章或类似文件以及适用上市规则的有关规定，分别取得各自所需之授权或批准。

- 5.2 The term of this Agreement shall be from 1 January 2025 (inclusive) to 31 December 2027 (inclusive).

本协议有效期为自 2025 年 1 月 1 日起至 2027 年 12 月 31 日（包括首尾两日）。

- 5.3 If one party intends to renew this Agreement, it shall submit a written request to the other party one month prior to the expiration of the term hereof; and the renewal shall only be effective when a new written agreement has been entered into and the necessary authorization or approval have been obtained by the parties.

一方欲续展本协议，须在本协议期限届满前一个月，以书面形式向对方提出续展申请，达成新的书面协议并分别取得双方所需之授权或批准，续展方为有效。

## 6. SUCCESSION AND ASSIGNMENT OF RIGHTS AND OBLIGATIONS / 权利义务的承继及转让

- 6.1 All the successors and assignees of the parties shall be subject to this Agreement; and all the successors and assignees of the parties shall be entitled with the rights and assume the obligations under this Agreement.

任何一方的继受人和受让人均受本协议的约束；任何一方的继受人和受让人均享有和承担本协议规定的权利和义务。

- 6.2 Without consent of the other party, neither party shall transfer any right and obligation under this Agreement. It is agreed that the designation by a party for one of its subsidiaries to perform all or part of this Agreement shall not constitute a transfer by such party of the rights and obligations hereunder.

任何一方未经对方同意，不得转让本协议项下的任何权利和义务。双方同意，一方指定由其某一附属公司来履行本协议的部分或全部，并不构成该方对本协议项下权利义务的转让。

## 7. TERMINATION / 终止

This Agreement shall be terminated for the following reasons:



本协议因下列原因终止：

- (1) the term of this Agreement expires, and the parties do not reach consensus on a renewal;  
协议期限届满且双方未就协议续展达成一致；
- (2) the parties agree upon termination of this Agreement by consultations;  
双方协商一致同意终止本协议；
- (3) one party suspends its business or declares bankruptcy;  
一方歇业或宣告破产；
- (4) one party cannot continue to perform this Agreement due to force majeure and such situation continues for more than fifteen days; or  
因不可抗力，一方陷于无法继续履行本协议的状态持续超过十五天；或
- (5) this Agreement fails to or cannot be performed due to a party's breach.  
一方违约导致本协议无法履行或不能履行。

## **8. LIABILITIES FOR BREACH / 违约责任**

- 8.1 Other than due to force majeure, in case this Agreement fails to be performed due to a party's breach, such party shall compensate the other party for all its economic losses caused by such breach.

除不可抗力原因外，一方违约致使本协议不能履行，应赔偿因其违约给对方造成的一切经济损失。

## **9. APPLICABLE LAWS AND RESOLUTION OF DISPUTES / 适用法律和争议解决**

- 9.1 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. The costs of the arbitral proceedings including costs for the legal representation of the successful party are to be borne by the losing party. If no party wins totally these costs are allocated proportionately by the arbitrator.

因本协议（包括本协议的存在、有效性、解释、履行、违约或终止）产生的或与之相关的任何争议、纠纷、分歧或权利主张或关于因本协议产生的或与之相关的非合同义务的任何争议应提交香港国际仲裁中心（“**仲裁中心**”），根据提交仲裁通知时有效的香港国际仲裁中心机构仲裁规则最终解决。仲裁地点为香港。仲裁员人数应为一。仲裁程序应以英文进行。仲裁费用，包括胜诉方的法律代理人费用应由败诉方承担。如果双方均未完全胜诉，则该等费用由仲裁员按比例分担。

- 9.2 At any time prior to and during the arbitral proceedings, either party, at its option, may seek preliminary or injunctive remedies in any ordinary court having jurisdiction.

在仲裁程序开始前及进行中的任何时候，任何一方均可自行选择向任何有管辖权的普通法院寻求初步或禁令救济。

## **10. SUPPLEMENTARY PROVISION / 附则**

- 10.1 This Agreement will be executed in the Chinese language only. The English translation of this Agreement shall only be used for reference. In the event of any discrepancies, inconsistencies or ambiguities, the Chinese version shall prevail.

本协议将仅以中文订立。本协议的英文翻译仅为参考之用。如本协议中英文有不相符、不一致或模糊之处，应以中文版为准。

- 10.2 This Agreement shall be made in two counterparts, with each party holding one. Each counterpart shall have the same legal effect.

本协议一式两份，双方各执一份，具有同等法律效力。

(Signature page to follow)

（以下为签署页）

(This page is the signature page to the Product Sales and Procurement Framework Agreement)

(本页为商品购销框架协议签字页)

**CMOC Limited**

洛阳钼业控股有限公司

Authorized representative/授权代表：

**Contemporary Ampere Technology Co., Limited**

宁德时代新能源科技股份有限公司

Authorized representative/授权代表：