

Dated [●] 2024
日期：2024 年 月 日

CMOC Group Limited
洛阳栾川钼业集团股份有限公司

KFM Holding Limited
香港 KFM 控股有限公司

And
与

CMOC KISANFU MINING SARL

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**”）由以下各方于[●]签订：

1. **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 Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), respectively (“**CMOC Group Limited**”, together with its subsidiaries (excluding KFM Group (as defined below) for the purposes of this agreement), the “**CMOC Group**”)

洛阳栾川钼业集团股份有限公司，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**”，连同其附属公司(为本协议目的，不包括 KFM 集团（如下文定义）），合称“**洛阳钼业集团**”）

2. **KFM Holding Limited**, a company incorporated in Hong Kong with limited liability, with its address at Room 806 OFFICEPLUS@SHEUNG WAN, 93-103 WING LOK STREET, Hong Kong. (hereinafter referred to as “**KFM Holding**”)

香港 **KFM 控股有限公司**，一家在香港成立的有限责任公司，其地址为 Room 806 OFFICEPLUS@SHEUNG WAN, 93-103 WING LOK STREET, Hong Kong（以下称为“**KFM 控股**”）

3. **CMOC KISANFU MINING SARL**, a company incorporated in Democratic Republic of the Congo with limited liability, with its address at N°1 AVENUE KISANFU, CONCESSION CMOC KISANFU MINING, LOCALITE KISANFU, GROUPEMENT NGUBA, CHEFFERIE DE BAYEKE, TERRITOIRE DE LUBUDI, PROVINCE DE LUALABA, EN REPUBLIQUE DEMOCRATIQUE DU CONGO. (hereinafter referred to as “**KFM Mining**”, together with KFM Holding and their respective subsidiaries, the “**KFM Group**”)

CMOC KISANFU MINING SARL，一家在刚果民主共和国成立的有限责任公司，其地址为 5ème niveau Bâtiment INFINITY, n°1034, Avenue Kilela Balanda, Lubumbashi, RDC（以下称为“**KFM Mining**”，与 KFM 控股及各自附属公司合称“**KFM 集团**”）

For the purpose of this Agreement, the terms “connected subsidiary”, “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，“关连附属公司”、“关连交易”、“主要股东”、“联系人”及“附属公司”具有《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 Group Limited is a public company with its A shares and H shares listed on the SSE and the Stock Exchange (stock code: 603993/03993). As KFM Holding is held as to 75% and 25% by CMOC Limited (a wholly owned subsidiary of CMOC Group Limited) and Contemporary Amperex Technology Co., Limited, a substantial shareholder of CMOC Group Limited, respectively, and KFM Holding and KFM Mining, its subsidiary, are connected subsidiaries of CMOC Group Limited, the transactions between CMOC Group and KFM Group shall constitute continuing connected transactions of CMOC Group Limited 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 KFM 控股分别由 CMOC Limited（洛阳钼业全资子公司）及洛阳钼业的主要股东宁德时代新能源科技股份有限公司持有 75% 及 25% 的股权，KFM 控股及其附属公司 KFM Mining 为洛阳钼业的关连附属公司，洛阳钼业集团与 KFM 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，各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 PROCUREMENT OF PRODUCTS / 产品采购的原则

1.1 CMOC Group agrees to purchase and KFM Group agrees to sell copper and cobalt products; CMOC Group agrees to sell and KFM Group agrees to purchase equipment, materials, relevant services, etc. (the “**Proposed Transaction(s)**”)

洛阳钼业集团同意购买，而 KFM 集团同意出售铜钴产品；及洛阳钼业集团同意出售，而 KFM 集团同意购买设备、材料及相关服务等（“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 Group, are on normal commercial terms or better and on arm's length basis, or on terms no less favourable to CMOC Group than those available from independent third parties.

各方同意，本协议系各方在洛阳钼业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，或根据对于洛阳钼业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.

各方谨此同意本协议为框架协议，载明拟议交易原则。各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 The KFM Group agree to provide necessary assistance to CMOC 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.

KFM 集团同意向洛阳钼业集团及其核数师、独立非执行董事及独立财务顾问提供必要的协助，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 KFM GROUP TO CMOC GROUP

(1) 就 KFM 集团向洛阳钼业集团提供的产品

It is agreed that the price for each lot of the products purchased by the CMOC 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 parties to the agreement to ensure that the price is fair and reasonable and on normal commercial terms.

各方同意，洛阳钼业集团在后续协议项下采购的每批产品的价格将根据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。经合同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 and cobalt 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/>) multiplied by the relevant price coefficient. 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/>)所报钴的价格乘以相关价格系数。该价格将参考其他知名矿业公司于销售地或收货市场所索要之销售价格，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。

Pursuant to KFM Subsequent Agreement, if CMOC Group shall make prepayment for certain Proposed Transactions, KFM Group shall pay interests on such prepayments. The interest rate will be determined by the parties to the agreement upon amicable negotiations with reference to the USD Secured Overnight Financing Rate (SOFR) and the interest rates of the medium and long term loans granted by third party financial institutions to CMOC Group plus a margin of 2% to 6%, taking into account the factors including the regulatory requirement and financing costs in the DRC, the return on deposit funds, and the Federal Reserve's view on the trend of interest rates.

根据后续协议，若洛阳钼业集团应就部分拟议交易支付预付款，KFM 集团应就该等预付款支付利息。利率將主要基於美元擔保隔夜融資利率與洛陽鉬業集團從第三方金融機構獲得的中長期貸款利率加 2%至 6%之基準計算，並由合同方綜合考慮剛果（金）當地法規要求與融資成本、存款資金收益，並結合美聯儲利率走勢觀點等因素，經友好協商後擬定。

(2) As for the equipment, materials, relevant services, etc. to be provided by CMOC Group to KFM Group

(2) 就洛阳钼业集团向 KFM 集团提供的设备、材料及相关服务等

Equipment, materials, relevant services, etc. to be provided by CMOC Group, leveraging the strength of its own global platform of centralized procurement, to KFM Group include the following: (i) pumps, valves, transformers, construction vehicles, and other equipment and relevant services; and (ii) sulfur, magnesium oxide, steel balls, sodium hydroxide, and other materials and relevant services. The price for each lot of equipment, materials, relevant services, etc. sold by CMOC Group under each Subsequent Agreement will be adjusted based on factors including the market price, the actual quality and the delivery method, and by adding or subtracting costs incurred in related logistical processes.

洛阳钼业集团利用自身全球集採平台的優勢，向 KFM 集團提供的設備、材料及相關服务等包括：(i) 泵，閥門，變壓器，工程車輛等設備及相關服务；及(ii) 硫磺，氧化鎂，鋼球，氫氧化鈉等材料及相關服务。在各后续协议项下出售的每批设备、材料及相關服务等的价格将根据市场售价、实际品质情况及交货方式等因素以及增减相关物流环节费用进行调整。

The market price of the equipment and relevant services will be referred to the price of the same or similar products or services provided by an independent third party during the ordinary course of business on normal commercial terms; and the market price of the materials will be referred to the price quoted (i) by ARGUS Sulphur for sulfur; (ii) on chinaccm.com and mysteel.com for steel balls; (iii) on baiinfo.com for sodium hydroxide as adjusted with reference to the PPI of the chemicals in US and Ireland. If there is no comparable market price, the price shall be determined in accordance with the principle of reasonable cost plus reasonable profit, and the agreed price shall be determined after arm's length negotiation between the parties to the agreement to ensure that the price in relation to the above transactions is fair and reasonable and on normal commercial terms. The reasonable profit margin shall be determined with reference to the historical average price for similar products and services, or the prevailing commodity relevant to the products

and services (where applicable), nature of products and services, the overall demand and supply in the industry and urgency of orders, the prevailing exchange rate, the profit margin released by independent third parties in the industry and nearby regions (to the extent available) and/or the profit margin of comparable products and services disclosed by other listed companies on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or domestic bond markets, from which the Company is able to draw references (where applicable).

设备及相关服务的市场价格是指由独立第三方在日常业务过程中以正常商业条款提供的相同或类似产品或服务的价格;材料市场价格是指 (i) ARGUS 周报提供的硫磺报价;(ii) chinaccm.com 和 mysteel.com 提供的钢球报价;(iii) baiinfo.com 上的氢氧化钠报价并经参考美国和爱尔兰化学品的 PPI 进行调整。如无可比市场价格,则应按照合理成本加上合理利润的原则确定,经协议订约方公平协商后确定协议价格,以确保以上交易有关价格公平合理及按一般商业条款订立。合理利润率应参考同类产品和服务的历史平均价格、或与产品和服务相关的现行商品(如适用)、产品和服务的性质、行业的整体供求情况以及订单的紧迫性、现行汇率、行业和附近地区(在可用范围内)的独立第三方发布的利润率和/或联交所、上海证券交易所、深圳证券交易所的其他上市公司或境内债券市场披露的可比产品和服务的利润率(如适用)确定。

- 3.2 The price and payment conditions 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 Group than those available from independent third parties.

每项后续协议项下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,或根据对于洛阳铝业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:

各方同意,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) 截至 2025 年 12 月 31	Annual Cap for the Year ending 31 December 2026 (US\$ million) 截至 2026 年 12 月	Annual Cap for the Year ending 31 December 2027 (US\$ million)
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	日年度的年度上限 (百万美元)	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 purchased by CMOC Group from KFM Group 洛阳铝业集团向 KFM 集团采购的产品	3,500	3,800	5,000
Equipment, materials, relevant services, etc. to be provided by CMOC Group to KFM Group 洛阳铝业集团向 KFM 集团提供的设备、材料及相关服务等	1,400	1,000	1,000
Interests to be paid by KFM Group to CMOC Group KFM 集团向洛阳铝业集团支付利	45	45	45

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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：各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各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。各方同意，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;
协议期限届满且各方未就协议续展达成一致；
- (2) the parties agree upon termination of this Agreement by consultations;
各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。如果各方均未完全胜诉，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.

本协议将仅以中文签订。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 three counterparts, with each party holding one. Each counterpart shall have the same legal effect.

本协议一式三份，各方各执一份，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 Group Limited

洛阳栾川钼业集团股份有限公司

Authorized representative/授权代表：

KFM Holding Limited

香港 KFM 控股有限公司

Authorized representative/授权代表：

CMOC KISANFU MINING SARL

Authorized representative/授权代表：