China Nonferrous Mining Corporation Limited
中國有色礦業有限公司

(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

(Stock Code: 01258)

PROPOSED ISSUE OF U.S.$300,000,000 ZERO COUPON CONVERTIBLE BONDS DUE 2031 UNDER GENERAL MANDATE

Sole Global Coordinator, Sole Lead Manager and Sole Bookrunner

CICC 中金公司

Financial Adviser and Co-Manager

ADMIRALTY HARBOUR 钟港

On 26 August 2026 (after trading hours), the Company and the Manager entered into the Subscription Agreement pursuant to which the Company has agreed to issue, and the Manager has agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of U.S.$300,000,000, subject to certain conditions set out in the Subscription Agreement.

A book-building exercise has been conducted by the Manager, after which the terms of the Bonds, including but not limited to, the principal amount and the initial Conversion Price, have been determined.

The Bonds are convertible in the circumstances set out in the Terms and Conditions into Shares at an initial Conversion Price of HK$22.18 per Share (subject to adjustments), which represents: (i) a premium of approximately 29.00% over the closing price of HK$17.20 per Share as quoted on the Hong Kong Stock Exchange on 26 August 2026 (being the day on which the Subscription Agreement was entered into); and (ii) a premium of approximately 46.98% over the average closing price of approximately HK$15.09 per Share, as quoted on the Hong Kong Stock Exchange for the last five consecutive Trading Days up to and including the Trading Day immediately preceding the date on which the Subscription Agreement was entered into.

The Conversion Price was determined with reference to the prevailing market price of the Shares and the Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Manager after a book-building exercise. The Directors consider that the Conversion Price is fair and reasonable based on current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the Bonds at the initial Conversion Price of HK$22.18 per Share, the Bonds will be convertible into approximately 106,038,773 Shares, representing approximately 2.72% of the total issued share capital of the Company as at the date of this announcement, and approximately 2.65% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds. The Conversion Shares will be fully-paid and in all respects rank *pari passu* with the Shares then in issue on the relevant Registration Date.

The net issue price per Conversion Share, calculated based on the estimated net proceeds of approximately U.S.$300,582,998 and 106,038,773 Conversion Shares issuable upon full conversion of the Bonds, is approximately HK$22.22.

Subject to completion of the issue of the Bonds, the Company intends to apply all the net proceeds to fund the construction of the sulfide ore resource development project for shaft No. 28 in Luanshya, Zambia.

The Conversion Shares will be allotted and issued by the Company pursuant to the general mandate granted to the Board by the Shareholders at the annual general meeting of the Company held on 25 June 2026. The subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

The Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds and the Conversion Shares to be allotted and issued upon conversion of the Bonds.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedents therein. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed "Subscription Agreement" in this announcement for further information.

As the issue and subscription of the Bonds under the Subscription Agreement may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

PROPOSED ISSUE OF U.S.$300,000,000 ZERO COUPON CONVERTIBLE BONDS DUE 2031

On 26 August 2026 (after trading hours), the Company and the Manager have entered into the Subscription Agreement whereby, subject to the terms and conditions of the Subscription Agreement, the Manager has conditionally agreed to subscribe and pay for, or procure subscribers to subscribe and pay for, the Bonds to be issued by the Company in an aggregate principal amount of U.S.$300,000,000. The issue price of the Bonds shall be 100.50% of the aggregate principal amount of the Bonds and the denomination of each Bond shall be US$200,000 each and integral multiples of US$200,000 in excess thereof. It is intended that the Bonds will be listed on the Hong Kong Stock Exchange.

SUBSCRIPTION AGREEMENT

The principal terms of the Subscription Agreement are summarised as follows:

Date: 26 August 2026

Parties: (1) the Company, as the issuer; and (2) the Manager.

Subscription: The Company has agreed to issue, and the Manager has agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds, on the Closing Date on the terms of the Subscription Agreement.

The Bonds are being offered and sold outside the United States in reliance on Regulation S under the Securities Act.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Manager and its ultimate beneficial owner(s) is a third party independent from the Company and is not a connected person of the Company.

Listing: The Company confirms that it will make, or cause to be made, an application for the Bonds and the Conversion Shares to be listed on the Hong Kong Stock Exchange in accordance with the terms of the Subscription Agreement.

Conditions Precedent: The obligations of the Manager to subscribe and pay for the Bonds or to procure subscribers to subscribe and pay for the Bonds are conditional on:

(1) **Other Contracts:** the execution and delivery on or before the Closing Date of the Contracts, each in a form reasonably satisfactory to the Manager, by the respective parties;

(2) **Due Diligence and Offering Circular:** the Manager being reasonably satisfied with the results of its due diligence investigations with respect to the Company and its Subsidiaries and the Offering Circular shall have been prepared in form and content reasonably satisfactory to the Manager;

(3) **Compliance:** at the Closing Date:

(i) the representations and warranties of the Company in the Subscription Agreement being true, accurate and correct at, and as if made on such date;

(ii) the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and

(iii) there having been delivered to the Manager a certificate in the form attached to the Subscription Agreement, dated as of such date, of a duly authorised officer of the Company to such effect;

(4) **Material Adverse Change:** after the date of the Subscription Agreement or, if earlier, the dates as of which information is given in the Offering Circular up to and at the Closing Date, there shall not have occurred (a) any change (nor any development or event involving a prospective change of which the Company is, or might be expected to be, aware) in the condition (financial or other), prospects, results of operations, business, properties or general affairs of the Company or of the Group as a whole, which, in the opinion of the Manager, is material and adverse in the context of the issue and offering of the Bonds and the issue of Conversion Shares upon conversion of the Bonds, or (b) any event which, in the opinion of the Manager, is material and adverse to the ability of the Company to perform its obligations under the Contracts or the Bonds or which is otherwise material in the context of the issue and offering of the Bonds and the issue of Conversion Shares upon conversion of the Bonds;

(5) **Other consents:** on or prior to the Closing Date there shall have been delivered to the Manager copies of all resolutions, authorisations, filings, registrations, consents and approvals required in relation to the issue of the Bonds and the performance by the Company of its obligations under the Trust Deed, the Agency Agreement and the Bonds, including but not limited to the consents and approvals required from all lenders;

(6) **Listing:** the Hong Kong Stock Exchange having agreed to list the Conversion Shares upon conversion of the Bonds and to list the Bonds, or, in each case, the Manager being satisfied that such listing will be granted;

(7) **Shareholder's Lock-up:** CNMD shall have executed and delivered to the Manager a lock-up undertaking on or before the date of the Subscription Agreement in the form substantially set out in the Subscription Agreement;

(8) **Auditors' Letters:** on the Publication Date and on the Closing Date, there having been delivered to the Manager comfort letters, in form and substance reasonably satisfactory to the Manager, dated the Publication Date in the case of the first letter and dated the Closing Date in the case of the subsequent letter, and addressed to the Manager from KPMG, Certified Public Accountants to the Company;

(9) **Chief Financial Officer's Certificates:** on the Publication Date and the Closing Date, there having been delivered to the Manager a certificate substantially in the form attached to the Subscription Agreement dated as of such date and signed by the chief financial officer of the Company;

(10) **NDRC Approval:** the NDRC having given its approval in respect of the issue of the Bonds and such approval remaining in full force and effect on the Closing Date, and written evidence of such approval having been given to the Manager;

(11) **Fee Letter:** on or before the Closing Date, there having been delivered to the Manager the fee letter between the Issuer and the Manager, executed by the relevant parties therein;

(12) **Legal Opinions:** on or before the Closing Date, there having been delivered to the Manager opinions, in form and substance satisfactory to the Manager, dated the Closing Date, as the case may be, of:

(i) Zhong Lun Law Firm LLP, legal advisers to the Company as to Hong Kong law;

(ii) Linklaters, legal advisers to the Manager and the Trustee as to English law;

(iii) Zhong Lun Law Firm, legal advisers to the Company as to PRC law; and

(iv) Haiwen LLP, legal advisers to the Manager as to PRC law.

(13) **CSRC Filing:** on or prior to the Closing Date, the agreed and final or substantially complete drafts of the following documents in relation to the CSRC Filings, in form and substance satisfactory to the Manager, having been delivered to the Manager:

(i) the CSRC Filing Report (including the letter of undertaking from the Company);

(ii) legal opinions of Zhong Lun Law Firm, legal advisers to the Company as to PRC law, to be submitted to the CSRC (including the letter of undertaking from Zhong Lun Law Firm); and

(iii) any other CSRC Filings required by the CSRC,

and such other resolutions, consents, authorities and documents relating to the issue of the Bonds, as the Manager may require.

The Manager may, at its discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of the above conditions (other than the condition (1) above).

As at the date of this announcement, certain of the above conditions precedent to the completion of the Subscription Agreement are yet to be satisfied and/or waived (as the case may be). It is the intention of the Company to satisfy or procure the satisfaction of all of the above conditions by the Closing Date.

Termination: Notwithstanding anything contained in the Subscription Agreement, the Manager may, by notice to the Company given at any time prior to payment of the net subscription monies for the Bonds to the Company, terminate this Agreement in any of the following circumstances:

(1) if there shall have come to the notice of the Manager any breach of, or any event rendering untrue or incorrect in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform any of the Company's undertakings or agreements in the Subscription Agreement;

(2) if any of the conditions precedent in the Subscription Agreement has not been satisfied or waived by the Manager on or prior to the Closing Date;

(3) if, on or prior to the Closing Date, if in the opinion of the Manager, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over the counter market) or currency exchange rates or foreign exchange controls such as would in their view, be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market;

(4) if, on or prior to the Closing Date, in the opinion of the Manager, there shall have occurred any of the following events: (a) a suspension or a material limitation in trading in securities generally on Shanghai Stock Exchange, Shenzhen Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the London Stock Exchange plc, the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (b) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (c) a general moratorium on commercial banking activities in the United States, the PRC, Hong Kong, Singapore, the European Union (or any member thereof) and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong, Singapore, the European Union (or any member thereof) or the United Kingdom; or (d) a change or development involving a prospective change in taxation affecting the Company, the Bonds and the Conversion Shares or the transfer thereof; or

(5) if, on or prior to the Closing Date, in the opinion of the Manager, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in its view be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market.

Company Lock-up Undertaking:

Neither the Company nor any person acting on its behalf will:

(1) issue, offer, sell, pledge, encumber, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them;

(2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares;

(3) enter into any transaction with the same economic effect as, or which is designed to, or which may be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (1), (2) or (3) is to be settled by delivery of Shares or other securities, in cash or otherwise; or

(4) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Manager between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive); except for (i) the Bonds and the Conversion Shares issued on conversion of the Bonds, or (ii) any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its Subsidiaries pursuant to any employee share scheme or plan existing as at the date of the Subscription Agreement. In addition, the Company shall procure that CNMD shall execute a shareholder lock-up undertaking on or before the date of the Subscription Agreement substantially in the form as set out in the Subscription Agreement.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarised as follows:

Issuer: the Company

Bonds: U.S.$300,000,000 zero coupon convertible bonds due 2031, convertible at the option of the holder thereof into fully paid Shares at the initial Conversion Price of HK$22.18 per Share

Maturity Date: 2 September 2031

Issue Price: 100.50% of the principal amount of the Bonds

Interest: The Bonds are zero coupon and do not bear interest.

Status: The Bonds will constitute direct, unconditional, unsubordinated and (subject to the negative pledge as set out in the Terms and Conditions) unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the negative pledge as set out in the Terms and Conditions, at all times rank at least equally with all of its other present and future direct, unconditional, unsubordinated and unsecured obligations.

Form and Domination:	The Bonds will be issued in registered form in the specified denomination of US$200,000 each and integral multiples of US$200,000 in excess thereof. Upon issue, the Bonds will be represented by a global certificate deposited with, and registered in the name of a nominee of, a common depositary for Euroclear Bank SA/NV and Clearstream Banking S.A.
Negative Pledge:	So long as any Bond remains outstanding (as defined in the Trust Deed), the Company will not, and the Company shall procure that none of its Subsidiaries (as defined in the Terms and Conditions) will, create, permit to subsist or arise or have outstanding, any Encumbrance upon the whole or any part of their respective present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee of or indemnity in respect of any Relevant Indebtedness unless, at the same time or prior thereto, the Bonds are secured equally and rateably (i) therewith or by the same Encumbrance or (ii) by such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed).
Conversion Right:	Subject to and upon compliance with the Terms and Conditions, each Bondholder has the right to convert its Bond(s) into the Conversion Share(s). The number of Conversion Shares will be determined by dividing the principal amount of the Bond to be converted (translated into Hong Kong dollars at the fixed exchange rate of HK$7.8398 = US$1.00) by the Conversion Price in effect on the relevant Conversion Date.

Conversion Period: Subject to and upon compliance with the Terms and Conditions, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time (subject to any applicable fiscal or other laws or regulations and as hereinafter provided) on or after the 41st day after the Issue Date up to the close of business (at the place where the Certificate representing such Bond is deposited for conversion) on the 10th day prior to the Maturity Date (both days inclusive) (but, except as provided in the Terms and Conditions, in no event thereafter) or, if such Bond shall have been called for redemption by the Company before the Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than 15 days (both days inclusive and in the place aforesaid) prior to the date fixed for redemption thereof or, if notice requiring redemption has been given by the holder of such Bond pursuant to the Terms and Conditions, then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice.

Conversion Price: The price at which Shares will be issued upon conversion will initially be HK$22.18 per Share but will be subject to adjustments for, among other things: (i) consolidation, subdivision, redesignation or re-classification of Shares; (ii) capitalisation of profits or reserves; (iii) capital distributions to the Shareholders; (iv) rights issues of Shares or options over Shares at less than 95% of the Current Market Price (as defined in the Terms and Conditions) per Share; (v) rights issues of other securities; (vi) issues at less than 95% of the Current Market Price per Share; (vii) other issues at less than 95% of the Current Market Price per Share; (viii) modification of rights of conversion etc. at less than 95% of the Current Market Price per Share; (ix) other offers to Shareholders; and (x) other events, as further described in the Terms and Conditions.

Adjustment upon Change of Control:

If a Change of Control shall occur, the Company shall give notice (the "**Change of Control Notice**") of that fact to the Trustee and the Principal Agent in writing and to the Bondholders in accordance with the Terms and Conditions within 14 days after it becomes aware of such Change of Control. Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights such that the relevant Conversion Date falls within the period of 30 days following the later of (i) the relevant Change of Control and (ii) the date on which the Change of Control Notice is given to Bondholders (such period, the "**Change of Control Conversion Period**"), the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = OCP/(1 + (CP \times c/t))$$

Where:

"**c**" means the number of days from and including the date the Change of Control occurs to but excluding the Maturity Date;

"**CP**" means 29.00 per cent. expressed as a fraction;

"**NCP**" means the new Conversion Price;

"**OCP**" means the Conversion Price in effect on the relevant Conversion Date;

"**t**" means the number of days from and including the Issue Date to but excluding the Maturity Date,

provided that the Conversion Price shall not be reduced below the level permitted by applicable laws and regulations from time to time (if any).

No adjustment will be made to the Conversion Price when Shares or any rights or options on other securities are issued, offered, appropriated or granted pursuant to any share option, share award, restricted share or employee incentive scheme or plan (and which such scheme or plan is in compliance with the Listing Rules or, if applicable, the listing rules of an Alternative Stock Exchange) ("**Share Scheme Shares/Options**"), unless any grant or issue of Share Scheme Shares/Options (which, but for this provision, would have required adjustment pursuant to the Terms and Conditions) would result in the total number of Shares which may be issued upon exercise of such Share Scheme Shares/Options granted during any 12-month period up to and including the date of such grant representing, in aggregate, over 1.00 per cent. of the average number of issued and outstanding Shares during such 12-month period, in which case only such portion of the grant or issue of Share Scheme Shares/Options that exceeds 1.00 per cent. of the average number of issued and outstanding Shares during the relevant 12-month period shall be taken into account in determining adjustment of the Conversion Price pursuant to the Terms and Conditions.

Ranking of Conversion Shares: The Conversion Shares will be fully paid and will in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date.

Redemption at Maturity: Unless previously redeemed, purchased and cancelled or unless the Conversion Right in respect of such Bond has been exercised as provided in the Terms and Conditions, the Company will redeem each Bond at its principal amount on the Maturity Date.

Redemption for Taxation Reasons:

The Bonds may be redeemed at the option of the Company in whole, but not in part, on giving not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Bondholders in accordance with the Terms and Conditions (which notice shall be irrevocable) and in writing to the Trustee and the Principal Agent, on the date specified in the Tax Redemption Notice for redemption (the "**Tax Redemption Date**") at their principal amount, if the Company satisfies the Trustee immediately prior to the giving of such notice that (A) the Company has or will become obliged to pay Additional Tax Amounts (as defined in the Terms and Conditions) as provided or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of Hong Kong, the PRC or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 26 August 2026, and (B) such obligation cannot be avoided by the Company taking reasonable measures available to it, *provided* that no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such Additional Tax Amounts were a payment in respect of the Bonds then due.

If the Company gives a Tax Redemption Notice pursuant to the Terms and Conditions, each Bondholder will have the right to elect that its Bond(s) shall not be redeemed and that the provisions of the Terms and Conditions in connection with taxation shall not apply in respect of any payment of principal, premium (if any) or any other amounts to be made in respect of such Bond(s) which falls due after the relevant Tax Redemption Date, whereupon no additional amounts shall be payable by the Company in respect thereof pursuant to the Terms and Conditions and payment of all amounts by the Company to such Bondholder in respect of such Bond shall be made subject to the deduction or withholding of any tax required to be deducted or withheld.

Redemption at the Option of the Company:

On giving not less than 30 nor more than 60 days' notice to the Principal Agent and the Trustee in writing and to the Bondholders in accordance with the Terms and Conditions (which notice will be irrevocable), the Company may at any time prior to the Maturity Date redeem in whole, but not in part, the Bonds for the time being outstanding at their principal amount, *provided* that prior to the date of such notice at least 90 per cent. in principal amount of the Bonds issued (which shall for this purpose include any further Bonds issued pursuant to the Terms and Conditions) has already been redeemed, purchased and cancelled or in respect of which Conversion Rights have been exercised.

Redemption at the Option of the Bondholders:

The Company will, at the option of the holder of any Bond, redeem in whole or in part only of such holder's Bonds on 2 September 2029 at their principal amount.

Redemption for the Relevant Event:

Following the occurrence of a relevant event, being:

(a) when the Shares cease to be listed or admitted to trading or are suspended for trading for a period equal to or exceeding 30 consecutive Trading Days on the Hong Kong Stock Exchange or, if applicable, the Alternative Stock Exchange;

(b) when a Public Float Event occurs; or

(c) when there is a Change of Control,

the holder of each Bond will have the right, at such holder's option, to require the Company to redeem in whole or in part only of such holder's Bonds on the Relevant Event Redemption Date (as defined below) at their principal amount.

"**Relevant Event Redemption Date**" shall be the 14th day after the expiry of such period of 30 days following a relevant event.

CONVERSION PRICE AND CONVERSION SHARES

The initial Conversion Price is HK$22.18 per Share (subject to adjustments), which represents:

(a) a premium of approximately 29.00% over the closing price of HK$17.20 per Share as quoted on the Hong Kong Stock Exchange on 26 August 2026 (being the day on which the Subscription Agreement was entered into); and

(b) a premium of approximately 46.98% over the average closing price of approximately HK$15.09 per Share, as quoted on the Hong Kong Stock Exchange for the last five consecutive Trading Days up to and including the Trading Day immediately preceding the date on which the Subscription Agreement was entered into.

The Conversion Price was determined with reference to the prevailing market price of the Shares and the Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Manager after a book-building exercise. The Directors consider that the Conversion Price is fair and reasonable based on current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the Bonds at the initial Conversion Price of HK$22.18 per Share, the Bonds will be convertible into approximately 106,038,773 Shares, representing:

(a) approximately 2.72% of the total issued share capital of the Company as at the date of this announcement, and

(b) approximately 2.65% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds.

The Conversion Shares will be fully-paid and in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date. The number of Shares that would be issued pursuant to the Bonds is within the maximum number of Shares that the Company can issue under the General Mandate (as defined and detailed in the section headed "General Mandate" in this announcement).

SUBSCRIBERS

The Manager has informed the Company that the Bonds will be offered to no less than six independent subscribers (who will be independent individual, corporate and/or institutional professional investors). To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the subscribers (and their respective ultimate beneficial owners) is not a connected person of the Company before and immediately after the completion of the issuance of the Bonds.

EFFECT ON SHAREHOLDING STRUCTURE

The table below sets out a summary of the shareholdings in the Company (i) as at the date of this announcement, and (ii) upon the exercise in full of the Conversion Rights attached to the Bonds, on the assumptions that (a) there will be no other change to the share capital of the Company from the date of this announcement until the conversion of the Bonds in full, save for the issue of Conversion Shares to be issued upon the conversion of the Bonds in full; and (b) the Bondholders do not and will not hold any Shares other than the Conversion Shares.

Shareholder	**As at the date of this announcement**		**Upon full conversion of the Bonds into Conversion Shares**	
	Number of Shares	*Approximate percentage of the total issued Shares (%)*	*Number of Shares*	*Approximate percentage of the total issued Shares (%)*
CNMD[(1)]	2,600,000,000	66.63%	2,600,000,000	64.87%
Directors	–	–	–	–
Other Shareholders	1,302,036,000	33.37%	1,302,036,000	32.48%
Bondholders	–	–	106,038,773	2.65%
Total:	**3,902,036,000**	**100.00%**	**4,008,074,773**	**100.00%**

Note:

(1) As at the date of this announcement, CNMD is a wholly-owned subsidiary of China Nonferrous Metal Mining (Group) Co., Ltd (中國有色礦業集團有限公司) and therefore, by virtue of the SFO, China Nonferrous Metal Mining (Group) Co., Ltd (中國有色礦業集團有限公司) is deemed or taken to be interested in all the shares which are owned by CNMD.

USE OF PROCEEDS

Subject to completion of the issue of the Bonds, the net proceeds from the offering of the Bonds, after deduction of fees and commissions and other estimated expenses, are estimated to be approximately US$300,582,998, representing a net issue price of approximately HK$22.22 per Conversion Share based on the initial Conversion Price. The Company intends to apply all the net proceeds to fund the construction of the sulfide ore resource development project for shaft No. 28 in Luanshya, Zambia. It is expected that this project requires a total investment of approximately US$530 million and the Company intends to utilise all the net proceeds on or before November 2029, which is consistent with the planned construction period for this project.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS

The Board considers that the issue of the Bonds represents an opportunity to potentially enlarge and diversify the shareholder base of the Company to improve the liquidity position of the Company, and to reduce the financing costs of the Company. The Board currently intends to use the funds as mentioned in the "Use of Proceeds" above and considers it will facilitate the overall development of the Company.

The Directors consider that the terms and conditions set out in the Subscription Agreement and the issue of the Bonds are made on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

GENERAL MANDATE

At the annual general meeting of the Company held on 25 June 2026 (the "**AGM**"), a resolution was passed to grant a general mandate (the "**General Mandate**") to the Board to allot additional Shares not exceeding 20% of the total number of Shares of the Company in issue as at the date of the AGM. As at the date of this announcement and immediately prior to the entering into of the Subscription Agreement, the Company has not issued any Shares under the General Mandate. The Conversion Shares to be issued upon the conversion of the Bonds will be allotted and issued pursuant to the General Mandate. The subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

EQUITY FUND-RAISING ACTIVITY BY THE COMPANY IN THE LAST 12 MONTHS

The Company has not raised any funds by issuing equity securities during the 12 months immediately before the date of this announcement.

INFORMATION ABOUT THE GROUP

The Company is incorporated in Hong Kong with limited liability and its Shares are listed on the Hong Kong Stock Exchange. The Company is engaged in the mining, ore-processing, leaching, smelting and sale of copper and cobalt.

APPROVALS RECEIVED AND APPLICATION FOR LISTING

The Enterprise Foreign Debt Examination and Registration Certificate in relation to the issuance of the Bonds has been obtained from the NDRC.

A formal filing will be made by the Company with the NDRC within 10 registration business days after the Issue Date in respect of the Bonds in accordance with relevant NDRC rules.

A formal filing will be made by the Company with the CSRC within the prescribed time frames after the Issue Date in respect of the Bonds in accordance with relevant CSRC rules and the Company will comply with the continuing obligations under relevant CSRC rules and any implementation rules as issued by the CSRC from time to time.

A formal application will be made by the Company to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds on the Hong Kong Stock Exchange by way of debt issues to professional investors (as defined in Chapter 37 of the Listing Rules) only. The Company will also make an application to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Hong Kong Stock Exchange.

The Company has obtained a letter of eligibility in relation to the listing of the Bonds on the Hong Kong Stock Exchange.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedents therein. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed "Subscription Agreement" above for further information.

As the issue and subscription of the Bonds under the Subscription Agreement may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

"**Agency Agreement**"	the paying, conversion and transfer agency agreement in respect of the Bonds to be entered into between the Company, the Trustee, the Principal Agent as principal paying agent and principal conversion agent, the Registrar, the Transfer Agent and the other paying agents, conversion agents and transfer agents appointed therein on or about the Issue Date

"**AGM**"	the annual general meeting of the Company held on 25 June 2026
"**Alternative Stock Exchange**"	at any time, in the case of the Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, such other nationally or internationally recognised stock exchange which is the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in
"**Board**"	the board of Directors of the Company
"**Bondholder(s)**"	the person in whose name a Bond is registered (or in the case of a joint holding, the first named thereof)
"**Bonds**"	US$300,000,000 zero coupon convertible bonds due 2031
"**Certificate**"	a bond certificate
"**Change of Control**"	occurs (a) when State-owned Assets Supervision and Administration Commission of the State Council of the PRC, the central government of the PRC or any department, ministry or body of the central government of the PRC together cease to, directly or indirectly, individually or in combination, own at least 51 per cent. of the voting rights of the issued share capital of the Company; or (b) when the Company consolidates with or merges into or sells or transfers all or substantially all of the Company's assets to any other person, unless the consolidation, merger, sale or transfer will not result in the other person or persons acquiring control over the Company or the successor entity
"**Closing Price**"	in relation to the Shares for any Trading Day, the price published in the Daily Quotation Sheet published by the Hong Kong Stock Exchange or, as the case may be, the equivalent quotation sheet of an Alternative Stock Exchange for such day
"**Closing Date**" or "**Issue Date**"	2 September 2026, or such later date, not being later than 14 days after 16 September 2026, as the Company and the Manager may agree or as they may direct

"CNMD"	China Nonferrous Mining Development Limited (中色礦業發展有限公司), an investment holding company incorporated under the laws of the British Virgin Islands on 12 July 2011, the controlling shareholder of the Company
"**Company**"	China Nonferrous Mining Corporation Limited, a company incorporated in Hong Kong with limited liability, whose shares are listed on the Hong Kong Stock Exchange (Stock Code: 01258)
"**connected person**"	has the meaning ascribed to it under the Listing Rules
"**Contracts**"	the Subscription Agreement, the Trust Deed and the Agency Agreement
"**Control**"	(i) the right to appoint and/or remove all or the majority of the members of the Company's Board or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise; or (ii) the acquisition or control of more than 51 per cent. of the voting rights of the issued share capital of the Company
"**Conversion Date**"	the conversion date in respect of a Bond
"**Conversion Price**"	the price at which Conversion Shares will be issued which will initially be HK$22.18 per Share, but will be subject to adjustments in the manner described in the Terms and Conditions
"**Conversion Right(s)**"	means the right of a Bondholder to convert any Bond into Shares
"**Conversion Share(s)**"	the Share(s) to be issued by the Company upon conversion of the Bonds pursuant to the Trust Deed and the Terms and Conditions
"**CSRC**"	the China Securities Regulatory Commission

"**CSRC Filings**"	any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the issuance of the Bonds pursuant to the CSRC filing rules and other applicable laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report)
"**CSRC Filing Report**"	the filing report of the Company in relation to the issuance of the Bonds which will be submitted to the CSRC within three registration business days after the Issue Date pursuant to relevant CSRC filing rules
"**Director(s)**"	the director(s) of the Company
"**Encumbrance**"	any mortgage, charge, pledge, lien or other encumbrance or security interest securing any obligation of any person or any other arrangement with similar economic effect
"**General Mandate**"	the general mandate granted by the Shareholders at the AGM, pursuant to which the Directors were authorised to allot, issue and/or otherwise deal with new Shares not exceeding 20% of the total number of the issued Shares then in issue (excluding any treasury Shares, if any) as at the date of the AGM
"**Group**"	the Company and its consolidated subsidiaries taken as a whole
"**HK$**"	Hong Kong dollar(s), the lawful currency of Hong Kong
"**Hong Kong**"	the Hong Kong Special Administrative Region of the PRC
"**Hong Kong Stock Exchange**"	The Stock Exchange of Hong Kong Limited
"**Listing Rules**"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended and supplemented from time to time

"**Manager**"	China International Capital Corporation Hong Kong Securities Limited
"**Maturity Date**"	2 September 2031
"**NDRC**"	the National Development and Reform Commission of the PRC or its local counterparts
"**Offering Circular**"	an offering circular to be prepared by the Company dated on the Publication Date
"**PRC**"	the People's Republic of China, which shall for the purpose of this announcement only, exclude Hong Kong, Macau Special Administrative Region and Taiwan
"**Principal Agent**"	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
"Publication Date"	the date not later than three business days prior to the Closing Date or such other date as may be agreed between the Company and the Manager
"**Registrar**"	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
"**Registration Date**"	the date on which the person or persons specified for that purpose in the relevant Conversion Notice (as defined in the Terms and Conditions) will become the holder of record of the number of Shares issuable upon conversion with effect from the date he/she is or they are registered as such in the register of shareholders of the Company
"**Relevant Indebtedness**"	means any future or present indebtedness incurred outside the PRC in the form of or represented by debentures, loan stock, bonds, notes or other similar securities which are, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over the counter or on any other securities market (which, for the avoidance of doubt, does not include bilateral loans, syndicated loans or club deal loans)

"**Public Float Event**"	occurs on the first date on which less than 25 per cent. of the Company's total number of issued Shares are held by the public for at least 20 consecutive Trading Days, *provided* that if following the occurrence of any Public Float Event, at least 25 per cent. of the Company's total number of issued Shares are held by the public on any day following the date of occurrence of such Public Float Event (the "**Reference Date**" in respect of such Public Float Event), a further Public Float Event may subsequently occur on the first date (falling after the Reference Date in respect of such Public Float Event) on which less than 25 per cent. of the Company's total number of issued Shares are held by the public for at least 20 consecutive Trading Days
"**Securities Act**"	the U.S. Securities Act of 1933, as amended from time to time
"**Share(s)**"	ordinary shares of the Company
"**Shareholder(s)**"	holder(s) of the Share(s)
"**Subscription Agreement**"	the subscription agreement dated 26 August 2026 entered into between the Company and the Manager in relation to the issue and subscription of the Bonds
"**Subsidiary**"	in relation to any person, (i) any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees or equivalent body of such company or other business entity or (ii) any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the laws, regulations or generally accepted accounting principles from time to time of Hong Kong, should have its accounts consolidated with those of that person
"**Terms and Conditions**"	the terms and conditions of the Bonds

"**Trading Day**"	means a day when the Hong Kong Stock Exchange or, as the case may be, an Alternative Stock Exchange is open for the business of dealing in securities, *provided* that for the purposes of any calculation where a Closing Price is required, if no Closing Price is reported for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days
"**Transfer Agent**"	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
"**Trust Deed**"	the trust deed (as amended and/or supplemented from time to time) constituting the Bonds and made between the Company and the Trustee to be dated on or about the Issue Date
"**Trustee**"	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
"**United States**"	the United States of America
"**US$**"	US dollar(s), the lawful currency of the United States of America
"**%**"	per cent.

By Order of the Board
China Nonferrous Mining Corporation Limited
Chaoran ZHU and Man Yi WONG
Joint Company Secretaries

Hong Kong, 27 August 2026

As at the date of this announcement, the Board of Directors comprises Mr. Bo XIAO as an executive Director; Ms. Yani GONG and Mr. Zhijiang CHEN as non-executive Directors; and Mr. Huanfei GUAN, Mr. Guangfu GAO and Mr. Yufeng SUN as independent non-executive Directors.