China Power International Development Limited
中國電力國際發展有限公司
(incorporated in Hong Kong with limited liability)
(Stock Code: 2380)

CONTINUING CONNECTED TRANSACTIONS

Framework Agreement for Environmental Protection Services

On 16 September 2026, the Company entered into the Framework Agreement for Environmental Protection Services with SPIC, pursuant to which the Company has agreed to provide environment protection engineering services and related products to the members of SPIC Group.

Pursuant to the Framework Agreement, the proposed annual caps for the Environmental Protection Services to be provided by the Group for the period from 16 September 2026 to 31 December 2026 and the two years ending 31 December 2027 and 2028 shall be RMB700,000,000, RMB1,450,000,000 and RMB1,450,000,000 (equivalent to approximately HK$814,000,000, HK$ 1,686,000,000 and HK$1,686,000,000), respectively.

As at the date of this announcement, SPIC owns approximately 65.81% of the issued share capital of the Company and is the ultimate controlling shareholder of the Company. SPIC, its subsidiaries and associates are connected persons of the Company within the meaning of the Listing Rules. Accordingly, the transactions contemplated under the Framework Agreement constitute continuing connected transactions of the Company.

As certain applicable percentage ratios in relation to the highest annual cap of the Framework Agreement exceed 0.1% but are less than 5%, it is therefore subject to the reporting, announcement and annual review requirements but is exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

BACKGROUND

SPIC Hydropower (formerly known as "Yuanda Environmental") has become a subsidiary of the Company upon completion of the proposed asset restructuring (the "**Asset Restructuring**", please refer to the Company's announcement dated 8 December 2025 for details). In light of SPIC Hydropower's longstanding business relationship with the members of SPIC Group (other than the Group) in relation to Environment Protection Services, such transactions between the Group and SPIC Group have continued following the Asset Restructuring.

At present, individual transactions in relation to Environmental Protection Services are subject to separate compliance requirements under Chapter 14A of the Listing Rules, including reporting, announcement and, where applicable, independent shareholders' approval requirements. To streamline the reporting and announcement of such transactions and facilitate the efficient conduct of such recurring transactions, the Company has entered into the Framework Agreement with SPIC in respect of Environmental Protection Services.

FRAMEWORK AGREEMENT FOR ENVIRONMENTAL PROTECTION SERVICES

Date

16 September 2026

Parties

(i) SPIC (for itself and on behalf of its subsidiaries and associates, excluding the Group), as the Employer or Purchaser; and

(ii) the Company (for itself and on behalf of the Group), as the Contractor or Supplier.

Effective Period

The period from 16 September 2026 to 31 December 2028 (both days inclusive).

Principal Terms

Under the Framework Agreement, the contracting parties may from time to time enter into individual agreements in respect of the Environmental Protection Services. The specific terms of the transactions contemplated thereunder shall be determined through public tender or arm's length negotiations, as applicable, and in accordance with the pricing principles set out in the Framework Agreement. The scope of the services under the Framework Agreement shall include all or any of the following:

Scope of Services

(I) Environmental Protection Related Engineering and Services

- Providing general contracting services of engineering, procurement and construction for environmental protection facilities of coal-fired power plants, including desulfurization, denitrification, dedusting systems and related ancillary facilities.

- Water and wastewater treatment engineering contracting services, including engineering contracting, upgrading and modification, operation and maintenance, and technical support services related to wastewater treatment plants and water treatment systems.

- System upgrade and modification engineering contracting and related services, including general contracting services for electrolytic aluminum capacity replacement, energy-saving and environmental performance enhancement projects.

- Engineering contracting and technical services for carbon capture, utilization and storage (CCUS) projects.

- Energy related contract management services.

- Ecological restoration engineering contracting and related services.

- Supply and sale of environmental protection equipment and systems.

- Other ancillary services related to the above-mentioned environmental protection, energy conservation, water treatment and ecological restoration systems.

(II) Denitrification Catalysts Related Services

- Supply and sale of denitrification catalysts and/or related products.

- Denitrification catalyst regeneration and related services.

- Recycling, procurement, supply, and sale of spent denitrification catalysts.

- Other ancillary services related to the above-mentioned denitrification catalysts related products or services.

Pricing Principles

(I) Environmental Protection Related Engineering and Services

(1) Transactions Subject to Public Tender

- The Contractor shall, as the bidder, having regard to the project requirements and factors such as the scope of services, technical requirements, project scale, implementation time, construction conditions, and the experience and capabilities required of the bidder of the relevant engineering project as specified in the tendering documents, submit its bid price in accordance with the mandatory tendering procedures prescribed under the applicable PRC laws and regulations.

- The Contractor shall, with reference to factors such as raw material costs, equipment procurement costs, subcontracting costs, labor costs, transportation costs, taxes, and other related costs, determine the estimated overall project costs and, with reference to the prices charged by the Contractor for similar services provided to independent third parties and a reasonable profit margin, determine the project quotation.

- The Contractor shall also make reference to the prevailing market rates for similar projects or services (at least two quotations obtained from independent third-parties), historical transaction prices, or publicly available market data from similar projects, to ensure that the price and terms of the relevant transaction are no less favorable than those offered to independent third parties for the same or similar transactions.

(2) Transactions Determined Through Arm's Length Negotiation

- If the Employer does not conduct a tendering process due to special circumstances (such as an insufficient number of bidders participating in the tendering process or urgent procurement needs), the relevant transaction price shall be determined by the contracting parties through arm's length negotiation, taking into account factors such as the recent market prices of similar projects, historical transaction prices, or at least two quotations for comparable projects obtained from independent third parties, or publicly available market data, as well as the specific circumstances of the project involved and a reasonable profit margin.

(II) Denitrification Catalysts Related Services

- The price of the supply and sale of denitrification catalysts and/or related products shall be determined with reference to factors such as product specifications, procurement or production costs, transportation costs, taxes, prevailing market prices, and reasonable profit margins.

- The prices of denitrification catalyst regeneration and related services shall be determined with reference to factors such as the scope of services, technical requirements, project scale, service period, manpower input, and industry fee levels.

- The procurement or sales price of spent denitrification catalysts shall be determined with reference to their usable value, market price, and disposal costs.

- If the relevant transaction is subject to a tendering process, the pricing shall, in principle, be determined according to the pricing principles governing tendering procedures for Environmental Protection Related Engineering and Services as set out above.

Payment Terms

The payment method, payment schedule and settlement terms for all service fees relating to each transaction contemplated under the Framework Agreement shall be governed by the relevant tender documents or the specific individual contract.

Historical Amounts

The annual historical amounts (inclusive of taxes) of the past transactions in relation to Environmental Protection Services between SPIC Group and the Group are set out below:

Year ended 31 December	**Historical amount *(RMB'000)***
2024	837,490
2025	1,419,930
2026 (For the six months ended 30 June)	796,000

Proposed Annual Caps

The proposed annual caps (inclusive of taxes) for the transactions contemplated under the Framework Agreement for the period commencing 16 September 2026 to ending 31 December 2028 are set out below:

<table>
<tr><th colspan="3">Proposed Annual Cap
(RMB'000)</th></tr>
<tr><th rowspan="2">The period
from 16 September to
31 December 2026</th><th colspan="2">Year ended 31 December</th></tr>
<tr><th>2027</th><th>2028</th></tr>
<tr><td>700,000</td><td>1,450,000</td><td>1,450,000</td></tr>
</table>

In determining the proposed annual caps for the transactions contemplated under the Framework Agreement for the above period, the Company has considered the following factors:

- The estimated maximum annual amount of Environmental Protection Services required for potential development projects and existing projects of the Employer;

- the scope of services, qualification requirements, complexity, completion timeframe, and the procurement requirements for materials and equipment of the above projects;

- the expected manpower costs of the professional personnel, labour, and/or clerical staff;

- the expectation of moderate inflation in the coming years; and

- the historical amounts of past transactions (if applicable).

INTERNAL CONTROL MEASURES AND PROCEDURES

As a general principle, the price and terms of the transactions contemplated under the Framework Agreement shall be determined in the ordinary and usual course of business of the Group, on normal commercial terms or better, on arm's length basis, and on terms comparable to those on which the Group transacts business with independent third parties.

The relevant operational departments of the members of the Group involved in the continuing connected transactions shall be responsible for monitoring the implementation of the individual agreements to ensure that such agreements are entered into and performed in accordance with the terms and relevant pricing principles as set out in the Framework Agreement.

With respect to services that are subject to tendering process and quotations, members of the Group shall comply with the mandatory tendering procedures prescribed under the applicable PRC laws and regulations, as well as the internal tendering guidelines of the Group.

The legal and risk management department of the Company will conduct regular compliance reviews to assess whether the prices and terms of the transactions contemplated under the Framework Agreement are fair and reasonable and have been determined in accordance with the applicable pricing principles set out in the Framework Agreement. The department will also prepare quarterly review reports on the continuing connected transactions of the Group and submit such reports to the Audit Committee of the Company.

The internal audit department of the Company provides independent assurance to the Audit Committee and Risk Management Committee of the Company regarding the adequacy and effectiveness of risk management and internal control systems governing the continuing connected transactions of the Group.

The Audit Committee of the Company will review the continuing connected transactions contemplated under the Framework Agreement quarterly, and the auditors of the Company will also conduct an annual review on the pricing terms and the annual caps thereof.

In view of the foregoing, the Directors consider that the internal control mechanism is effective to ensure that the transactions contemplated under the Framework Agreement will be conducted on normal commercial terms and not prejudicial to the interests of the Company and its shareholders as a whole.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FRAMEWORK AGREEMENT

SPIC Hydropower is one of the major suppliers of environmental protection and pollution control services in the PRC and has extensive experience and expertise in providing Environmental Protection Services. As part of its ordinary and usual course of business, SPIC Hydropower has maintained longstanding business relationship with the members of SPIC Group and has been regularly providing environmental protection engineering services and related products to them.

Following completion of the Asset Restructuring, the Group has expanded into Environmental Protection Services business through the inclusion of SPIC Hydropower's environmental protection operations. The Company believes that the Framework Agreement will enable the Group to continue leveraging its expertise and capabilities in the environmental protection sector and to capture future business opportunities within SPIC Group.

In light of the continuing demand for Environmental Protection Services from the members of SPIC Group and the recurring nature of such transactions, and for better internal control purpose, the Framework Agreement could provide a clear contractual framework governing the pricing principles and principal terms of such transactions and facilitate their efficient implementation.

The Board considered that, the terms of the Framework Agreement and the implementation of the aforementioned internal control measures and procedures can ensure that the transactions contemplated under the Framework Agreement are no less favourable to the Group than those available from independent third parties.

The Directors (including the independent non-executive Directors) are of the view that, as far as the shareholders of the Company are concerned, the Framework Agreement has been entered into in the ordinary and usual course of business of the Group, on normal commercial terms or better, fair and reasonable and in the interests of the Company and its shareholders as a whole.

None of the Directors has material interest in the transactions contemplated under the Framework Agreement or is required to abstain from voting on the related Board resolution.

INFORMATION OF THE COMPANY AND THE GROUP / CONTRACTOR / SUPPLIER

The Company is the core and flagship listed subsidiary of SPIC. The Group is principally engaged in generation and sales of electricity in Chinese Mainland, including investment, development, operation and management of hydropower, wind power, photovoltaic power and thermal power plants, and provision of energy storage, integrated intelligent energy solution services, environmental protection and pollution control business. Its businesses are located in various major power grid regions of China.

INFORMATION OF SPIC / EMPLOYER / PURCHASER

SPIC, the ultimate controlling shareholder of the Company, is an investment holding company. SPIC Group is principally engaged in businesses that cover various sectors, including power, coal, aluminum, logistics, finance, environmental protection and high-tech industries in the PRC and abroad. SPIC, together with its subsidiaries, is an integrated energy group which simultaneously owns thermal power, hydropower, nuclear power and renewable energy resources in the PRC.

LISTING RULES IMPLICATIONS

As at the date of this announcement, SPIC owns approximately 65.81% of the issued share capital of the Company and is the ultimate controlling shareholder of the Company. SPIC, its subsidiaries and associates are connected persons of the Company within the meaning of the Listing Rules. Accordingly, the transactions contemplated under the Framework Agreement constitute continuing connected transactions of the Company.

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DEFINITIONS

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

"associate(s)"	has/have the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors of the Company
"Company"	China Power International Development Limited (中國電力國際發展有限公司), a company incorporated in Hong Kong with limited liability whose shares are listed on the Main Board of the Stock Exchange
"Contractor" or "Supplier"	subsidiaries of the Company engaged in environmental protection related business
"Denitrification Catalyst Related Services"	has the meaning as defined in the section headed "***Scope of Services*** – (II) Denitrification Catalyst Related Services" in this announcement
"Director(s)"	director(s) of the Company

"Employer" or "Purchaser"	subsidiaries or associates of SPIC (excluding the Group) engaged in power generation and/or related business
"Environmental Protection Related Engineering and Services"	has the meaning as defined in the section headed "***Scope of Services*** – (I) Environmental Protection Related Engineering and Services" in this announcement
"Environmental Protection Services"	Environmental Protection Related Engineering and Services, and Denitrification Catalyst Related Services
"Framework Agreement"	the agreement dated 16 September 2026 entered into between the Company (for itself and on behalf of its subsidiaries), and SPIC (for itself and on behalf of its subsidiaries and associates, excluding the Group), pursuant to which the Contractor/Supplier will provide Environmental Protection Services to the Employer/Purchaser for the period from 16 September 2026 to 31 December 2028
"Group"	the Company and its subsidiaries from time to time
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	Hong Kong Special Administrative Region of the PRC
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC" or "China"	the People's Republic of China
"RMB"	Renminbi, the lawful currency of the PRC
"SPIC"	國家電力投資集團有限公司 (State Power Investment Corporation Limited*), the ultimate controlling shareholder of the Company, a wholly State-owned enterprise established by the approval of the State Council
"SPIC Group"	SPIC, its subsidiaries and associates from time to time (excluding the Group)
"SPIC Hydropower"	SPIC Hydropower Co., Ltd. (國家電投集團水電股份有限公司), a company incorporated in the PRC with limited liability whose shares are listed on the Shanghai Stock Exchange (A-shares stock code: 600292.SH) and a non wholly-owned subsidiary of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

* *English or Chinese translation, as the case may be, is for identification purposes only*

This announcement contains translation between Renminbi and Hong Kong dollars at RMB0.86 to HK$1.00. The translation shall not be taken as a representation that Renminbi could actually be converted into Hong Kong dollars at that rate, or at all.

By Order of the Board
China Power International Development Limited
GUI Xude
Chairman

Hong Kong, 16 September 2026

As at the date of this announcement, the directors of the Company are: executive directors GUI Xude and ZHAO Yonggang, non-executive directors HU Jiandong, ZHOU Jie, HUANG Qinghua and CHEN Pengjun, and independent non-executive directors LI Fang, YAU Ka Chi and HUI Hon Chung, Stanley.