

日期：2026 年 月 日

CMOC LIMITED
洛阳钼业控股有限公司

与

洛阳钼业(香港)有限公司
CHINA MOLYBDENUM (HONG KONG) COMPANY LIMITED

与

SCHMOKE (SHANGHAI) INTERNATIONAL TRADING CO., LTD.
施莫克（上海）国际贸易有限公司

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**”）由以下各方于 2026 年 月 日签订：

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 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. **China Molybdenum (Hong Kong) Company Limited**, a company incorporated in Hong Kong with limited liability (“**CMOC HK**”, together with its subsidiaries, the “**CMOC HK Group**”) and wholly-owned by CMOC 洛阳钼业(香港)有限公司，一家在香港成立的有限公司（“**洛钼香港**”，连同其附属公司，“**洛钼香港集团**”），且由洛阳钼业全资持有

3. **Schmoke (Shanghai) International Trading Co., Ltd.**, a company established according to the PRC laws (“**Schmoke**”, together with its subsidiaries, the “**Schmoke Group**”) and wholly-owned by CMOC

施莫克（上海）国际贸易有限公司，一家根据中国法律成立的股份有限公司（“**施莫克**”，连同其附属公司，“**施莫克集团**”），且由洛阳钼业全资持有

(CMOC Limited Group, CMOC HK Group and Schmoke Group collectively, the “**CMOC Group Companies**”)

（洛钼控股集团、洛钼香港集团及施莫克集团统称“**洛阳钼业集团公司**”）

4. **Contemporary Amperex Technology Co., Limited**, a company established according to the PRC laws, and listed on the Shenzhen Stock Exchange and the 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，于深交所及联交所上市（“宁德时代”，连同其附属公司、联系人及联属公司，“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 CATL is a substantial shareholder of CMOC and the connected person of CMOC, the continuing transactions between the CMOC Group Companies 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）。鉴于宁德时代是洛阳钼业的主要股东及为洛阳钼业的关连人士，洛阳钼业集团公司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联交易。

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 SALES OF PRODUCTS AND PROVISION OF SERVICES / 商品采购及提供服务的原则

- 1.1 (1) the CMOC Group Companies agree to sell and CATL Group agrees to purchase including but not limited to copper, cobalt and nickel products; and
(2) the CMOC Group Companies agree to purchase and CATL Group agrees

to sell including but not limited to copper and nickel products, and EV batteries and ESS batteries (the “**Proposed Transaction(s)**”).

(1) 洛阳钼业集团公司同意出售，而宁德时代集团同意购包括但不限于铜、钴及镍在内的产品；及(2) 洛阳钼业集团公司同意采购，而宁德时代集团同意出售包括但不限于铜及镍产品以及动力电池系统及储能电池系统在内的产品（“**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 the CMOC Group Companies, are on normal commercial terms or better and on arm’s length basis, or on terms no less favourable to the CMOC Group Companies than those available from independent third parties.

各方同意，本协议系各方在洛阳钼业集团公司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公司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 CATL Group agrees to provide necessary assistance to the CMOC Group Companies and each of 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阳钼业集团公司及其各自的核数师、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 and services (as the case may be) contemplated under each Subsequent Agreement shall be determined as follows:

各方同意，每项后续协议项下每笔产品及服务（视情况而定）的价格应按以下方法确定：

(1) As for the products to be provided by the CMOC Group Companies to CATL Group

(1) 就洛阳铝业集团公司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。经各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 each Subsequent Agreement, if CATL Group shall make prepayment for certain Proposed Transactions, the CMOC Group Companies shall each 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，洛阳铝业集团公司应各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 purchased by the CMOC Group Companies from CATL Group

(2) 就洛阳铝业集团公司向宁德时代集团采购的产品

It is agreed that the price for each lot of the products purchased by the CMOC Group Companies 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，洛阳钼业集团公司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, and nickel 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. 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。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。

The market prices of the EV batteries and ESS batteries are determined through commercial negotiation between the parties on an arm's length basis, primarily based on prices of products of similar natures that CATL Group supplies to other independent third parties in the market, and taking into

account various factors including but not limited to product types, transaction volumes and production costs.

动力电池系统及储能电池系统的市场价格乃由双方按公平基准经商业磋商后厘定，主要基于宁德时代集团向市场上其他独立第三方供应的类似性质产品的价格，并考虑包括但不限于产品类型、交易量和生产成本等多项因素。

- 3.2 The price and payment conditions for the products and services (as the case may be) 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 the CMOC Group Companies than those available from independent third parties.

每项后续协议项下提供的产品及服务（视情况而定）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，或根据对于洛阳钼业集团公司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 year ending 31 December 2028 are set out as follows:

各方同意，截至 2028 年 12 月 31 日的拟议交易年度上限如下：

	Annual Cap for the Year ending 31 December 2026 (US\$ million)	Annual Cap for the Year ending 31 December 2027 (US\$ million)	Annual Cap for the Year ending 31 December 2028 (US\$ million)
	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）	截至 2028 年 12 月 31 日的年度 上限（百万美 元）
Products to be provided by the CMOC Group Companies to CATL Group	3,850	4,300	5,000

洛阳钼业集团
公司向宁德时代集团提供的
产品

Products to be purchased by the CMOC Group Companies from CATL Group	1,350	1,850	1,900
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洛阳钼业集团
公司向宁德时代集团采购的
产品

Interests to be paid by the CMOC Group Companies to CATL Group in relation to the prepayment	90	85	80
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洛阳钼业集团
公司向宁德时代集团支付的
与预付款相关的
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：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 the date of this Agreement (inclusive) to 31 December 2028 (inclusive).

本协议有效期为自本协议签订之日起至 2028 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 parties 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，以书面形式向各方提出续展申请，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。

- 5.4 CMOC Limited Group and CATL Group confirm that the product sales and procurement framework agreement entered into between CMOC Limited Group and CATL Group on 26 December 2024 (the “**Existing Agreement**”) shall be terminated and superseded by this Agreement with effect from the effective date of this Agreement. From the effective date of this Agreement, any new transaction between the parties and/or their respective group members which falls within the scope of the Proposed Transactions under this Agreement shall be entered into pursuant to this Agreement and the relevant Subsequent Agreement.

洛钼控股及宁德时代确认，洛钼控股及宁德时代于 2024 年 12 月 26 日签署的《商品购销框架协议》（“**原协议**”）应自本协议生效之日起终止，并由本协议取代。自本协议生效之日起，各方及/或其各自集团成员之间属于本协议项下拟议交易范围的任何新交易，均应根据本协议及相应后续协议进行。

- 5.5 For the avoidance of doubt, the termination of the Existing Agreement shall, in respect of CMOC Limited Group and CATL Group only, not affect: (1) any transaction which has occurred, been completed, or become payable or receivable before the termination date of the Existing Agreement; (2) the validity and performance of any specific agreement, order, purchase order or other transaction document entered into under the Existing Agreement before its termination date but not yet fully performed, unless otherwise agreed in writing by the relevant parties; and (3) any right, obligation, liability, claim, payment obligation, delivery obligation or dispute resolution arrangement accrued or arising under the Existing Agreement before its termination date.

为免疑义，仅就洛钼控股及宁德时代而言，原协议的终止不影响：（1）原协议终止日前已经发生、完成或应付/应收的交易；（2）原协议项下于终止日前已经订立但尚未完全履行的具体协议、订单、采购单或其他交易文件的效力及履行，除非相关方另有书面约定；及（3）原协议项下于终止日前已经产生的任何权利、义务、责任、索赔、付款义务、交付义务及争议解决安排。

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 parties 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，应赔偿因其违约给各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 four counterparts, with each party holding one. Each counterpart shall have the same legal effect.

本协议一式四份，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, Procurement and Services Framework Agreement)

(本页为商品购销及服务框架协议签字页)

CMOC Limited

洛阳钼业控股有限公司

Authorized representative/授权代表：

China Molybdenum (Hong Kong) Company Limited

洛阳钼业(香港)有限公司

Authorized representative/授权代表：

Schmoke (Shanghai) International Trading Co., Ltd.

施莫克（上海）国际贸易有限公司

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：