

Dated **2026**
日期：2026 年 月 日

CMOC Group Limited
洛阳栾川钼业集团股份有限公司

And
与

KFM Holding Limited
香港 KFM 控股有限公司

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 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**”, together with its subsidiaries, the “**KFM Group**”)

香港 **KFM 控股有限公司**，一家在香港成立的有限公司，其地址为 Room 806 OFFICEPLUS@SHEUNG WAN, 93-103 WING LOK STREET, Hong Kong（以下称为“**KFM 控股**”，与其附属公司合称“**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 Luoyang Times Resources Holding Co., Ltd., an indirectly controlled subsidiary of Contemporary Amperex Technology Co., Limited, a substantial shareholder of CMOC Group Limited, respectively, KFM Holding is a connected subsidiary of CMOC Group Limited, and 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间接控股附属公司洛阳时代资源控股有限公司持有 75%及 25%的股权，KFM 控股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 / 商品采购的原则

- 1.1 CMOC Group agrees to purchase and KFM Group agrees to sell, including but not limited to, copper and cobalt products; CMOC Group agrees to sell and KFM Group agrees to purchase equipment, materials, electricity and relevant services, etc. (the “**Proposed Transaction(s)**”).

洛阳钼业集团同意购买，而 KFM 集团同意出售包括但不限于铜钴产品在内的产品；及洛阳钼业集团同意出售，而 KFM 集团同意购买设备、材料、电力及相关服务等（“**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:

各方同意，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 each 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 parties to the agreement upon amicable negotiations with reference to the US\$ 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 US\$ 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。利率将主要基于美元担保隔夜融资利率与洛阳钼业集团从第三方金融机构获得的中长期贷款利率加 2%至 6%之基准计算，并由协议订约方综合考虑刚果（金）当地法规要求与美元融资成本、存款资金收益，并结合美联储利率走势观点等因素，经友好协商后厘定。

(2) As for the equipment, materials, electricity and 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、电力及相关服务等

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 ; (ii) sulfur, magnesium oxide, steel balls, sodium hydroxide, and other materials; (iii) electricity; and (iv) management, information technology and other relevant services. The price

for each lot of equipment, materials, electricity and relevant services, etc. sold by CMOC Group under each KFM 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采平台的优势，向 KFM 集团提供的设备、材料、电力及相关服务等包括：(i) 泵、阀门、变压器、工程车辆等设备；(ii) 硫磺、氧化镁、钢球、氢氧化钠等材料；(iii) 电力；及(iv) 管理及信息技术等相关服务。洛阳钼业集团在各 KFM 后续协议项下出售的每批设备、材料、电力及相关服务等价格将根据市场售价、实际质量情况及交货方式等因素以及通过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. The market price of electricity will be determined according to the prevailing local electricity price. 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, electricity 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 CMOC Group Limited 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；材料的市场价格是指(i) ARGUS 周报的硫磺报价；(ii) chinaccm.com 和 mysteel.com 上的钢球报价；(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。电力的市场价格是根据当地现行电价而定。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、电力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／或洛阳钼业可参考联交所、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。

Due to the wide range of the categories of the equipment, materials and relevant services to be provided by CMOC Group to KFM Group, it would be difficult for the parties to estimate at the moment a reasonable range of the profit margin. However, CMOC Group Limited will provide the equipment, materials, electricity and relevant services after considering the overall demand and supply in the industry and its own actual circumstance based on the reasonable estimation of its management. The relevant profit margin will also be subject to the review of internal control measures of CMOC Group Limited including the discussion with relevant department head and the management before decision.

由于洛阳钼业集团提供给 KFM 集团的设备、材料、电力及相关服务种类繁多，双方目前难以估计合理的利润率范围。惟洛阳钼业将根据其管理层的合理估计，考虑行业整体供需情况以及其自身实际情况后提供设备、材料、电力及相关服务。相关利润率亦将须接受洛阳钼业内部监控措施的审核，包括与相关部门负责人及管理层讨论后作出决定。

- 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，或根据对于洛阳钼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 year ending 31 December 2028 are set out as follows:

各方同意，截至 2028 年 12 月 31 日年度的拟议交易年度上限如下：

Annual Cap for the Year ending	Annual Cap for the Year ending	Annual Cap for the Year ending
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	31 December 2026 (US\$ million) 截至 2026 年 12 月 31 日的年度 上限（百万美 元）	31 December 2027 (US\$ million) 截至 2027 年 12 月 31 日的年度 上限（百万美 元）	31 December 2028 (US\$ million) 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 洛阳钼业集团 向 KFM 集团采 购的产品	6,050	7,800	14,000
Equipment, materials, electricity and relevant services etc. to be provided by CMOC Group to KFM Group 洛阳钼业集团 向 KFM 集团提 供的设备、材 料、电力及相 关服务等	1,300	1,500	1,450
Interests to be paid by KFM Group to CMOC Group in relation to the prepayment KFM 集团向洛 阳钼业集团支 付的与预付款 相关的利息	45	45	45

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).

本协议有效期为自合同签订之日起至 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 The parties confirm that the product sales and procurement framework agreement entered into between the parties 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.

双方确认，双方于 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，双方及/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 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，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 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 two counterparts, with each party holding one. Each counterpart shall have the same legal effect.

本协议一式两份，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：