

日期：2021 年 12 月 31 日
Date: 31 December 2021

MI 能源控股有限公司
MIE Holdings Corporation

与
And

吉林省国泰石油开发有限公司
Jilin Guotai Petroleum Development Company

与
And

松原市国泰石油科技服务有限公司
Songyuan Guotai Petroleum Technology Service Company

油田服务框架协议
Oilfield Service Framework Agreement

本协议由以下各方（单称“一方”，合称“各方”）于2021年12月31日签订：

This agreement is entered into by and between the following parties (each a “**Party**”, collectively the “**Parties**”) on this 31 Day of December, 2021:

- (1) MI 能源控股有限公司，一家根据开曼群岛法律成立的公司，注册地址为：Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (“上市公司”) ；

MIE Holdings Corporation, a company incorporated under the laws of the Cayman Islands with the registered office address at Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the “**ListCo**”);

- (2) 吉林省国泰石油开发有限公司，一家根据中国法律成立的公司，注册地址为：吉林省松原市经济技术开发区兴原街剑桥 1 号小区 31 幢 807 (“吉林国泰”) ；

Jilin Guotai Petroleum Development Company, a company incorporated under the laws of the People’s Republic of China with the registered office address at 807, Building 31, No.1 Jianqiao Community, Xingyuan Street, Economic and Technology Development Zone, Songyuan City, Jilin Province, China (“**Jilin Guotai**”);

- (3) 松原市国泰石油科技服务有限公司，一家根据中国法律成立的公司，注册地址为：松原市宁江区雅达虹工业集中区 (“国泰科技”) ； 及

Songyuan Guotai Petroleum Technology Service Company, a company incorporated under the laws of the People’s Republic of China with the registered office address at Yadahong Industrial Area, Ningjiang District, Songyuan City, Jilin Province, China (“**Guotai Technology**”); and

鉴于：

WHEREAS

上市公司及其附属公司需要就油田作业由吉林国泰及其附属公司,国泰科技及其附属公司提供服务；

The ListCo and its subsidiaries agreed to utilize oilfield services provided by Jilin Guotai, Guotai Technology;

因此，各方兹同意如下：

THEREFORE, the Parties hereby agree as follows:

1. 定义和解释

Definition and Interpretations

1.1 除非上下文中另有要求，下述措词应有下述含义：

Unless otherwise defined in this Agreement, the following word(s) shall have the meaning set out below:

“上市公司”	指 MIE Holdings Corporation，一家根据开曼群岛法律注册成立的公司。
“ListCo”	MIE Holdings Corporation, a company incorporated under the laws of the Cayman Islands
“上市集团”	指上市公司及其附属公司。
“ListCo Group”	ListCo and its subsidiaries
“附属公司”	指上市规则第 1.01 条所赋予之含义。
“Subsidiaries”	has the meaning ascribed to it under the Listing Rules Section 1.01
“承包方”	指根据本协议的约定向上市集团根据《油田服务协议》提供油田服务的吉林国泰及其附属公司和/或国泰科技及其附属公司。
“Contractor”	Jilin Guotai, Guotai Technology and their respective subsidiaries that provide oilfield services to ListCo, pursuant to the Oilfield Services Agreement entered into under this framework agreement
“营业日”	指香港及中国的银行普遍营业的任何一日（星期六、日及公众假期除外）。
“Business day”	any day that the banks in Hong Kong and PRC open for business (Saturdays, Sundays and Statutory Holidays excluded)
“香港”	指中国香港特别行政区。
“Hong Kong”	the Hong Kong Special Administration Region of PRC
“中国”	指中华人民共和国，不包括香港、澳门特别行政区和台湾。
“PRC”	the People’s Republic of China, excluding Taiwan, Hong Kong and, Macau Special Administration Regions
“上市规则”	指香港联合交易所有限公司证券上市规则。
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange.

“香港联交所” 指香港联合交易所有限公司。

“Stock Exchange” Stock Exchange of Hong Kong Limited

“人民币” 指中国法定货币人民币。

“RMB” the lawful currency of the People’s Republic of China

“交易” 指本协议第 2.1 条所指之交易。

“Transaction” the transaction contemplated under Article 2.1 of this agreement

1.2 除非出现反意，在本协议中：

Unless otherwise provided in this agreement,

(a) 一方包括其继承者；

A party shall include its assigns, transferees and successors;

(b) 条款或附件即为本协议之条款或附件；

Terms and appendixes shall mean terms and appendixes of this agreement;

(c) 本协议应解释为可能不时经延期、修改、变更或补充的本协议；及

This agreement means this agreements as renewed, modified, revised or supplemented from time to time; and

(d) 本协议标题仅为方便而使用，并不影响本协议的解释。

The headings of this agreement are for convenience and shall not affect the interpretation of this agreement.

2. 交易

Transaction

2.1 各方同意承包方可为上市集团提供油田服务包括但不限于油井维护服务、测井服务、压裂作业服务、油罐车运输服务、油田建设相关工程及其它油田作业相关服务。

The Parties agree that the Contractor shall provide to the ListCo Group various oilfield services including but not limited to well maintenance services, well logging services, fracturing services, oil tanker transportation services, oilfield construction related works and other operations related services.

2.2 各方应以本协议的条款作为基础，就每项实际发生的交易签署一份独立的《油田服务协议》。每份与上市集团单独签署的《油田服务协议》，于适用时，均

需遵守香港联交所关于申报、公告和/或获得其独立股东批准的规定（如适用）。每份独立的《油田服务协议》应当载明所提供的油田服务具体要求，并于任何重大方面必须符合本协议的各项约定。此外，独立的《油田服务协议》之条款需获联合管理委员会采办代表的审批。

Subject to the terms and conditions of this agreement, the Parties shall enter into individual Oilfield Service Agreement for each transaction that is taking place. Each individual Oilfield Service Agreement entered into with the ListCo Group shall be subject to announcement, declaration and independent shareholder approval required by the Stock Exchange (where applicable). Each individual Oilfield Service Agreement shall set out the detailed requirements of the oilfield services and shall be consistent with this agreement in all material aspects. In addition, the terms of the independent Oilfield Service Agreement shall be approved by the procurement representative of the joint management committee.

- 2.3 各《油田服务协议》之条款（包括本集团应付代价金额及付款条款）须遵循正常商业条款，并按公平原则及上市集团与其他独立第三方供应商进行交易之类似基准进行磋商，且对上市集团而言不逊于上市集团可从其他独立第三方供应商所取得之条款。

The terms of each Oilfield Service Agreement (including the amount of consideration payable by the ListCo Group and the payment terms) shall be on normal commercial terms, negotiated on an arm's length basis and be on similar basis as the relevant member of the ListCo Group transacts business with other independent third party suppliers and shall be on terms which from the Group's perspective are no less favourable to the ListCo Group than those which the ListCo Group could obtain from other independent third party suppliers.

- 2.4 上市集团将与承包方订立任何服务合同前，在公开市场上取得价格资料，其后在联合管理委员会的监督下透过投标或其他程序（包括索取报价）挑选最少两名供应商。经计及油田服务的现行市价和相关成本后，其将进行评估。在一般情况下，上市集团将优先考虑成本最低的供应商，惟其将考虑其他非成本因素，包括但不限于相关供应商之相关经验，能力，设备及安全记录。经审阅及考虑上述因素后，上市集团的管理层将继而决定是否与承包方订立服务合同。

The ListCo Group will, before entering into any service contracts with the Contractor, obtain pricing information from the open market and then shortlist at least two suppliers via tendering or other process (including requesting for fee quotations) under the supervision of the joint management committee. It will then make evaluation taking into account the prevailing market price of the oilfield services and relevant costs. Under normal circumstances, the relevant member of the ListCo Group will first consider the supplier with the lowest costs but it will also take into consideration other non-cost factors, includes but not limited to, relevant supplier experience, capabilities, equipment and safety records. After reviewing and considering the above factors, the management of the relevant member of the ListCo Group will then decide on whether to enter into a purchase contract with the Contractor.

- 2.5 在本协议任何一方履行其在本协议项下的义务时，另一方应向其提供合理的、必要的协助。

Each and every Party provide assistance that is reasonable and necessary to facilitate the other Parties in discharging their obligations under this agreement.

- 2.6 上市集团就交易所支付的费用，将由有关各方经公平磋商后参照市场现行收费确定。

The service fees to be paid by the ListCo Group will be negotiated on arm's length basis between the Parties with reference to prevailing market rates.

- 2.7 根据上市规则及上市公司公司章程，本协议，协议项下拟进行的交易及相关年度限额需获股东批准方可进行。

This Agreement is subject to and conditional upon the approval of this Agreement, the transactions contemplated thereunder and the related annual limits by the shareholders of the ListCo in accordance with the applicable requirements of the Listing Rules and the articles of association of the Listco.

3. 各方的声明、担保和保证

Representations and Warranties

- 3.1 本协议一方向其他方作出以下声明和保证：

Each and every Party to this agreement hereby represents that:

- (a) 其享有充分、合法的权力和授权签署本协议和履行本协议项下的义务，并已为此取得了所有必需的批准和许可；

It has sufficient and legal rights and authorizations to execute this agreement and to perform the obligations hereunder; and that it has acquired all approvals and permit necessary for the above acts;

- (b) 本协议构成其合法、有效并具约束力的义务，且该义务可根据本协议条款予以强制执行；及

This agreement constitutes the valid and legally binding obligations of each Party and enforceable against the Parties in accordance with the terms of this agreement; and

- (c) 没有针对其本身、或针对本协议项下资产，有任何正在发生或进行中的或威胁要进行的，并对每一方签署及完成或履行本协议或本协议项下的义务的能力有重大不利影响的争议（包括诉讼、仲裁或行政程序）。

There is no litigation, proceeding, dispute or action, pending or threatened against each Party or any of its respective assets that will adversely in any material aspect its abilities to execute or perform this agreement.

- 3.2 承包方向上市公司承诺将会提供充分的资料予上市公司及其审计师，以确保上市公司得以根据香港适用法律、上市规则及香港联交所的其他规定就本协议项下的交易符合相关的申报及披露规定。

The Contractor hereby undertakes to provide adequate information to the ListCo and its auditors to ensure that the Listco make relevant announcement and disclosures subject to applicable laws of Hong Kong, the Listing Rules and any other rules and regulations stipulated by the Stock Exchange.

4. 期限和终止

Term and Termination

- 4.1 本协议自各方授权代表重新签署后，于2022年1月1日起生效，有效期至2024年12月31日为止。

Upon the execution of the agreement by the authorized representative of each Party, this agreement shall become effective from 1 January 2022 with an expiration date of 31 December 2024.

- 4.2 如任何一方对本协议之任何条款构成严重违约，并且守约方向违约方发出书面通知，且在其违约行为的书面通知所规定的合理期限内违约方仍未对此等违约作出补救（如果此违约能够补救的话），则守约方可终止本协议。违约方同时应向守约方赔偿其违约引起的一切损失。

In the event of a material default of the provisions of this agreement by any Party, and the defaulting Party fails to remedy the default within a reasonable time specified in the written notice provided by the non-defaulting Party (to the extent remediable), the non-defaulting Party has the right to terminate this Agreement. The defaulting Party shall be liable for the non-defaulting Party all losses arising out of the breach.

- 4.3 本协议的终止不应影响任何一方任何已经产生的权利或义务。

Termination of this agreement shall not affect any right and obligations already incurred under this agreement.

5. 其他规定

Miscellaneous

- 5.1 未经其他方书面同意，任何一方均不得转让其在本协议项下的权利或义务。

None of the Party is allowed to transfer or assign any or all of its rights and obligation under this agreement without the other Parties' prior written consent.

- 5.2 协议应适用于各方就本协议所述交易所达成的独立油田服务协议，各方就该等交易所达成的其他油田服务协议的内容如与本协议不一致的，应以本协议约定为准。

This agreement applies to the individual Oilfield Service Agreement executed for the transaction set out in this agreement. Should there be discrepancy between this agreement and the individual Oilfield Service Agreement executed for such transactions, this agreement shall prevail.

- 5.3 如果本协议的个别或部分条款和条件在任何时间成为非法、无效或不可强制执行的，除非导致本协议全部无效或不可强制执行，则本协议其他条款不应受其影响。

Should any or part of the provisions and conditions of this agreement becomes illegal, invalid or unenforceable at any time, the other provisions in this agreement shall not be affected unless the entire agreement is rendered invalid or unenforceable.

6. 适用法律及争议解决

Governing Law and Dispute Resolution

- 6.1 本协议受中国法律管辖并依其解释。

This agreement is subject to and shall be interpreted by the laws of PRC.

- 6.2 如因签订及履行本协议产生任何争议或纠纷，各方应努力通过友好协商方式解决。经协商后无法解决争议的，任何一方可向有管辖权的人民法院提起诉讼。

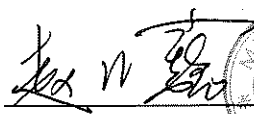
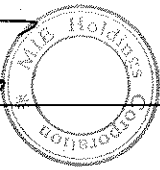
The Parties shall resolve any dispute arising out of in connection with the execution and performance of this agreement through amicable consultation, failing which any Party may submit such dispute to the People's Court having jurisdiction over such dispute for settlement.

各方已于首页载明的日期签署本协议，兹此为证。

In witness hereof, the Parties hereby execute this agreement on the date written first above.

签署方: MIE Holdings Corporation

By: MIE Holdings Corporation

授权代表:  

Authorized representative:

(签字 Signature)

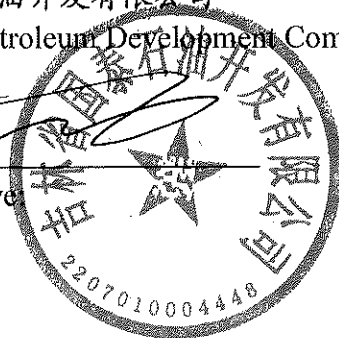
签署方：吉林省国泰石油开发有限公司

By: Jilin Guotai Petroleum Development Company

授权代表：

Authorized Representative

(签字 Signature)



签署方：松原市国泰石油科技服务有限公司

By: Songyuan Guotai Petroleum Technology Service Company

授权代表：_____

Authorized Representative:

(签字 Signature)

