
CITIC Resources Holdings Limited
中信资源控股有限公司
(as Company/公司)

and

China CITIC Bank International Limited
中信银行（国际）有限公司
(as China CITIC Bank International/中信银行（国际）)

FINANCIAL SERVICES AGREEMENT
金融服务协议

本协议签订2026年 5 月 6 日

THIS AGREEMENT is made the 6 day of May 2026

签订方BETWEEN :

(1) 中信资源控股有限公司

根据百慕达法律成立的有限责任公司（公司编号：23599），注册地址为 Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda 及香港主要营业地点为 Suites 6701-02 & 08B, 67/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong（简称“本公司”）；和

CITIC Resources Holdings Limited, a company incorporated under the laws of Bermuda with limited liability (Company Number: 23599), whose registered office is at Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda with its principal place of business in Hong Kong at Suites 6701-02 & 08B, 67/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the “Company”); and

(2) 中信银行（国际）有限公司

根据香港法律注册成立的有限责任公司（公司编号：4095），注册地址为香港德辅道中61-65号（简称“中信银行（国际）”）。

China CITIC Bank International Limited, a company incorporated under the laws of Hong Kong with limited liability (Company Number: 4095), whose registered office is at 61-65 Des Voeux Road Central, Hong Kong (“**China CITIC Bank International**”).

鉴于WHEREAS :

- (A) 本公司及中信银行（国际）于2023年5月8日签署了金融服务协议（“**2023 金融服务协议**”），据此，中信银行（国际）同意向本公司及其不时的附属公司（如《香港联合交易所证券上市规则》（“《上市规则》”）所定义）（统称“**服务接受方**”）提供金融管理服务，包括存款服务、结算服务、代收代付服务、借贷服务、及其他金融服务。2023金融服务协议原定于2026年6月16日到期。

The Company and China CITIC Bank International entered into a financial services agreement (the “**2023 Financial Services Agreement**”) on 8 May 2023, pursuant to which the parties agreed that the Company and its subsidiaries (as defined under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”)) from time to time (collectively, the “**Service Recipients**”) had applied for financial management services at China CITIC Bank International, and China CITIC Bank

International may provide financial management services for the Service Recipients. The 2023 Financial Services Agreement was initially due to expire on 16 June 2026.

- (B) 本公司及中信银行（国际）同意终止2023金融服务协议，并以本协议完全取代2023金融服务协议。

The Company and China CITIC Bank International agree to terminate the 2023 Financial Services Agreement, and replace in its entirety the 2023 Financial Services Agreement with this Agreement.

- (C) 服务接受方已向中信银行（国际）申请金融服务，中信银行（国际）已为及可为服务接受方提供金融管理服务。

The Service Recipients have applied for financial services at China CITIC Bank International and China CITIC Bank International has provided and may provide financial management services for the Service Recipients.

- (D) 服务接受方已/将申请在中信银行（国际）开立结算账户，以进行支付交易、收取及保管资金。

The Service Recipients have applied/will apply to open settlement account(s) at China CITIC Bank International for the purpose of effecting payment transactions and receiving and keeping funds.

- (E) 服务接受方与中信银行（国际）的合作为非排他性合作。服务接受方有权选择中信银行（国际）或其他金融机构提供的服务。

The cooperation between the Service Recipients and China CITIC Bank International shall be on a non-exclusive basis. The Service Recipients have the right to choose the services provided by China CITIC Bank International and/or any other financial institutions.

- (F) 本协议旨在证明和记录中信银行（国际）向服务接受方提供的金融服务之框架条款。

The purpose of this Agreement is to evidence and record the framework terms of the financial services to be provided by China CITIC Bank International to the Service Recipients.

达成的协议内容如下 **NOW IT IS HEREBY AGREED** as follows:

存款服务 Deposit services

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1. 根据及受限于本协议条款以及中信银行（国际）就此类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于存款服务的特定或其他条款及条件）、流程、规例及政策, 中信银行（国际）为任何服务接受方提供存款服务。

China CITIC Bank International shall provide deposit services for any Service Recipient in accordance with and subject to the terms of this Agreement and all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to deposit services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such services.

2. 中信银行（国际）为任何服务接受方提供的存款实际利率按照双方约定的进行, 如该利率低于香港的主要商业银行（或如中信银行（国际）透过其新加坡分行提供该等服务, 则为新加坡的主要商业银行）向相关服务接受方提供的同档次存款服务适用的利率, 服务接受方无须聘用中信银行（国际）提供存款服务。为免生疑问, 中信银行（国际）无义务监察、调查或核实任何服务接受方是否遵守本条款, 亦无须负责或承担本条款的任何触犯或违反。

The actual interest rate on deposits provided by China CITIC Bank International for any Service Recipient shall be agreed by both parties and no Service Recipients shall be obliged to engage China CITIC Bank International for deposit services if such interest rate is lower than the interest rate applicable to the same-grade deposit services provided to the relevant Service Recipient by the major domestic commercial banks in Hong Kong or, if China CITIC Bank International is providing such services through its Singapore Branch, in Singapore. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

3. 中信银行（国际）应保障服务接受方存款资金的安全, 并按照相关服务接受方的指令（在扣除中信银行（国际）与存款有关的所有通常的管理、维护、交易和服务费用、收费、佣金、开支和其他成本后）足额支付资金, 以及同时受限于中信银行（国际）就此类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于存款服务的特定或其他条款及条件）、流程、规例及政策。

China CITIC Bank International shall safeguard the safety of the Service Recipients' deposit, and shall pay the funds in accordance with the instructions

of the relevant Service Recipient in full (after deducting all the usual administrative, maintenance, transactional and service fees, charges, commissions, expenses and other costs of China CITIC Bank International in relation to the deposit) and at such time in accordance with and subject to all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to deposit services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such deposit.

4. 中信银行(国际)有权规定任何一种付息方式(无论是正利息或是负利息),规定中信银行(国际)或服务接受方应付利息的存款账户金额或余额门槛,以及付息期限,前提是如果该等条款不符合本协议第2条的规定,服务接受方无须于中信银行(国际)存款或继续存款。为免生疑问,中信银行(国际)无义务监察、调查或核实任何服务接受方是否遵守本条款,亦无须负责或承担本条款的任何触犯或违反。

China CITIC Bank International shall be entitled to prescribe any kind of interest payment (whether positive or negative interest), the amount or balance threshold for deposit account that renders interest payable by the China CITIC Bank International or the Service Recipients, and the interest payment term, provided that no Service Recipient shall be obliged to deposit or continue depositing with China CITIC Bank International if such terms have not complied with the requirements under Clause 2 of this Agreement. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

5. 除非中信银行(国际)及相关服务接受方另有协议,否则利息(无论是正利息或是负利息)应按中信银行(国际)不时确定的利率逐日累积,前提是如果该等利率不符合本协议第2条的规定,服务接受方无须于中信银行(国际)存款或继续存款。应计利息应按中信银行(国际)决定或与服务接受方约定的时间间隔记入或借记存款账户。为免生疑问,中信银行(国际)无义务监察、调查或核实任何服务接受方是否遵守本条款,亦无须负责或承担本条款的任何触犯或违反。

Unless otherwise agreed by the China CITIC Bank International and the relevant Service Recipient, interest (whether positive or negative interest) shall accrue on a daily basis at such rates as the China CITIC Bank International may from time to time determine, provided that no Service Recipient shall be obliged

to deposit or continue depositing with China CITIC Bank International if such rates have not complied with the requirements under Clause 2 of this Agreement. Interest accrued shall be credited or debited to the deposit account at such intervals as the China CITIC Bank International may decide or as may be agreed with the Service Recipients. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

6. 本公司应同意遵守（并应促使服务接受方同意遵守）中信银行（国际）就存款服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于存款服务的特定或其他条款及条件）、流程、规例及政策，及与存款服务有关的适用法律。

The Company should, and should procure the Service Recipients to, consent to and comply with all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to deposit services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International and applicable laws relating to such deposit services.

结算服务 Settlement services

7. 中信银行（国际）特此承认并确认，当任何服务接受方申请在中信银行（国际）开立结算账户，中信银行（国际）应尽快处理开户手续，并在该服务接受方符合中信银行（国际）开立结算账户的所有标准时，为该服务接受方开立结算账户。

China CITIC Bank International hereby acknowledges and confirms that, as and when any Service Recipient has applied to open a settlement account at China CITIC Bank International, China CITIC Bank International shall as soon as practicable process the account opening procedures and open a settlement account for the relevant Service Recipient if such Service Recipient fulfils all the criteria for opening a settlement account to the satisfaction of China CITIC Bank International.

8. 本公司不得使用（并须促使服务接受方不使用）结算账户从事任何非法或犯罪活动，本公司不得因任何原因或目的许可、授权、出租或出借（并须促使服务接受方不许可、授权、出租或出借）中信银行（国际）开立的结算账户给任何其他人。

The Company shall not, and shall procure the Service Recipients not to, use the settlement account to engage in any illegal or criminal activities, and the Company shall not, and shall procure the Service Recipients not to, permit, license, rent or lend the settlement account opened by China CITIC Bank International to/for any other persons to use for whatever reasons and/or purposes.

9. 为确保服务接受方结算账户资金安全，双方应尽快核实和纠正可能出现的会计差错。

For the safety of the Service Recipients' funds in the settlement account, both parties shall as soon as practicable verify and rectify possible accounting errors.

10. 结算账户开立1个工作日后，结算账户可用于外部结算。就本协议而言，“工作日”指(i)香港持牌银行一般营业的日子（不包括星期六、星期日、公众假期，以及发布及持续发布第八级或以上热带气旋警告或“黑色”暴雨警告且影响时间在上午9:00至下午5:00之间的日子）；或(ii)仅就中信银行（国际）的新加坡分行提供结算服务而言，新加坡银行一般营业的日期（不包括星期六、星期日或宪报颁布的公众假期）。

The settlement account may be used for external settlement after 1 Working Day upon the opening of the settlement account. For the purpose of this

Agreement, “Working Day” means (i) a day (excluding Saturday, Sunday, a general holiday and any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted or a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business; or (ii) in respect of provision of settlement services by the Singapore Branch of China CITIC Bank International only, a day (excluding Saturday, Sunday or a gazetted public holiday) on which banks are open for general business in Singapore.

11. 根据及受限于中信银行（国际）就此类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于结算服务的特定或其他条款及条件）、流程、规例及政策，中信银行（国际）应按照相关服务接受方的付款或收款指示，为任何服务接受方提供结算服务，以及与结算服务相关的辅助服务。

China CITIC Bank International shall provide any Service Recipient with settlement services in accordance with the relevant Service Recipient’s instructions for payment or collection, and ancillary services related to settlement services in accordance with and subject to all relevant terms and conditions (including the Bank’s General Terms and Conditions and any specific or other terms and conditions as applicable to settlement services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such services.

12. 中信银行（国际）为任何服务接受方提供上述结算服务，结算费用按照双方约定的收费标准收取，如收取的费用高于香港的主要商业银行（或如中信银行（国际）透过其新加坡分行提供该等服务，则为新加坡的主要商业银行）向相关服务接受方提供的类似服务收费标准，服务接受方无须聘用或继续聘用中信银行（国际）提供结算服务。为免生疑问，中信银行（国际）无义务监察、调查或核实任何服务接受方是否遵守本条款，亦无须负责或承担本条款的任何触犯或违反。

China CITIC Bank International shall provide any Service Recipient with the above settlement services for the settlement fee in accordance with the charging standards agreed by both parties, and no Service Recipients shall be obliged to engage or continue to engage China CITIC Bank International for settlement services if the fees charged are higher than the similar service fee standards offered to the relevant Service Recipient by the major domestic commercial banks in Hong Kong or, if China CITIC Bank International is providing such services through its Singapore Branch, in Singapore. For the avoidance of doubt,

China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

13. 如果任何服务接受方希望注销在中信银行（国际）开立的结算账户，该服务接受方应提交注销申请及所需资料。中信银行（国际）应尽快完成结算账户注销，并（在扣除中信银行（国际）与结算账户有关的所有通常的管理、维护、交易和服务费用、收费、佣金、开支和其他成本后），并根据以受限于中信银行（国际）就此类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于结算服务的特定或其他条款及条件）、流程、规例及政策，将结算账户中的资金全额支付给该服务接受方。

If any Service Recipient intends to cancel the settlement account opened by China CITIC Bank International, such Service Recipient shall submit an application together with all necessary information required by China CITIC Bank International for such cancellation. China CITIC Bank International shall cancel the settlement account as soon as practicable and pay the funds in the settlement account in full to such Service Recipient (after deducting all the usual administrative, maintenance, transactional and service fees, charges, commissions, expenses and other costs of China CITIC Bank International in relation to the settlement account) in accordance with and subject to all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to settlement services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such services.

14. 在双方协商一致的收费标准下，中信银行（国际）保留向任何服务接受方收取相关服务费的权利，前提是如果收取的服务费高于香港的主要商业银行（或如中信银行（国际）透过其新加坡分行提供该等服务，则为新加坡的主要商业银行）向相关服务接受方提供的类似服务收费标准，服务接受方无须聘用或继续聘用中信银行（国际）。为免生疑问，中信银行（国际）无义务监察、调查或核实任何服务接受方是否遵守本条款，亦无须负责或承担本条款的任何触犯或违反。

China CITIC Bank International reserves the right to charge any Service Recipient the relevant service fees in accordance with the charging standards agreed by both parties, provided that no Service Recipient shall be obliged to engage or continue engaging China CITIC Bank International if the service fees

charged are higher than the similar service fee standards offered to the relevant Service Recipient by the major domestic commercial banks in Hong Kong or, if China CITIC Bank International is providing the relevant services through its Singapore Branch, in Singapore. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

代收代付服务 Collection and Payment Services

15. 中信银行（国际）同意为任何服务接受方提供代收代付业务，包括但不限于海外代收代付以及相关的现金管理服务等，为该服务接受方管理其日常业务所需的银行账户，根据及受限于中信银行（国际）就此类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于代收代付业务的特定或其他条款及条件）、流程、规例及政策，以及按照该服务接受方相关指示买卖外汇。

China CITIC Bank International agrees to provide any Service Recipient with collection and payment services, including but not limited to, overseas collection and payment services, relevant cash management services, management of such Service Recipient's bank accounts for its regular business operations, and trading of foreign exchanges in accordance with such Service Recipient's instructions, etc., in accordance with and subject to all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to collection and payment services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such services.

16. 本公司同意向中信银行（国际）提交（并须促使服务接受方提交）办理代收代付业务所需的必要文件及资料，包括但不限于身份信息、资金状况、现金预测及其他信息。本公司应确保（并应促使服务接受方确保）该等不时提交的信息真实准确有效。

The Company agrees, and shall procure the Service Recipients, to submit all necessary documentation and information required by China CITIC Bank International for processing collection and payment services, including but not limited to, relevant materials relating to identification, financial conditions, cash forecast and others. The Company should, and should procure the Service Recipients to, ensure that all such information as submitted from time to time is true, accurate and effective.

17. 本公司应同意遵守（并应促使服务接受方同意遵守）中信银行（国际）代收代付业务相关的条款及条件（包括银行一般条款和条件以及任何适用于代收代付业务的任何特定或其他条款及条件）服务流程、规则及政策，指派专人负责提供代收代付信息与对账，支持介入相关数据系统连接，确保代收代付资金的来源合法与及时到位，以及配合中信银行（国际）完成定期结算。

The Company should, and should procure the Service Recipients to, consent to and comply with all relevant terms and conditions (including the Bank's

General Terms and Conditions and any specific or other terms and conditions as applicable to collection and payment services), procedures, rules and policies relating to such collection and payment services of China CITIC Bank International, designate a responsible person for providing information for collection and payment services and reconciliation of accounts, provide support in connection with relevant data system, ensure lawful sources of its funds and that relevant payments are paid promptly and in full, and cooperate with China CITIC Bank International to complete regular settlements.

18. 中信银行（国际）为任何服务接受方提供上述代收代付业务，如相关服务费、佣金、手续费等按照双方约定的收费标准收取的费用高于香港的主要商业银行（或如中信银行（国际）透过其新加坡分行提供该等服务，则为新加坡的主要商业银行）向相关服务接受方提供的类似服务收费标准，服务接受方无须聘用中信银行（国际）提供或继续提供代收代付服务。为免生疑问，中信银行（国际）无义务监察、调查或核实任何服务接受方是否遵守本条款，亦无须负责或承担本条款的任何触犯或违反。

In exchange for the provision of collection and payment services by China CITIC Bank International to any Service Recipient, the relevant service fees, commissions, expenses and other costs shall be charged in accordance with the charging standards agreed by both parties, and no Service Recipient shall be obliged to engage or continue to engage China CITIC Bank International for collection or payment services if the fees charged are higher than the similar fee standards offered to the relevant Service Recipient by the major domestic commercial banks in Hong Kong or, if China CITIC Bank International is providing such services through its Singapore Branch, in Singapore. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

19. 本公司应对提供信息与数据真实性负责（并应促使服务接受方负责），若因该等信息或数据不合法、不准确、不完整而造成纠纷，本公司应承担（并应促使服务接受方承担）相应责任。本公司需确保（并需促使服务接受方确保）结算账户代付资金充足或代付资金及时划拨至中信银行（国际）指定账户，否则如因此导致中信银行（国际）延误发放的，服务接受方应承担相应责任，中信银行（国际）不承担任何责任。

The Company shall, and shall procure the Service Recipients to, be responsible for the authenticity of the information and data provided. If disputes arise due

to illegal, inaccurate, or incomplete information or data as provided, the Company shall, and shall procure the Service Recipients to, bear corresponding responsibilities. The Company should, and should procure the Service Recipients to, ensure the sufficiency of funds in the settlement account for any payment with regards to such collection and payment services or that such payments to be transferred to relevant account as designated by China CITIC Bank International in due course, otherwise China CITIC Bank International will not be liable for any delay relating to payments on behalf of the Service Recipients in this regard and the Service Recipients shall bear corresponding responsibilities.

借贷服务 Credit services

20. 中信银行（国际）应根据相关服务接受方的经营发展需要为任何服务接受方提供综合信贷服务，相关服务接受方可根据及受限于中信银行（国际）就此类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于借贷业务的特定或其他条款及条件）、流程、规例及政策，利用中信银行（国际）提供的综合授信办理包括但不限于贷款、承兑汇票、贴现汇票、担保等业务，融资租赁和其他形式的金融服务。

China CITIC Bank International shall provide any Service Recipient with comprehensive credit services in accordance with the relevant Service Recipient's operation and development needs, and the relevant Service Recipient may use the comprehensive credit provided by China CITIC Bank International to proceed with various financial services, including but not limited to, loans, bill acceptance, bill discounting, guarantee, financial leasing and other forms of financial services, all in accordance with and subject to all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to such credit service), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such service.

21. 中信银行（国际）为任何服务接受方提供的授信额度利率，由双方考虑现行贷款基准利率和基金市场情况进行商议，在同等条件下，如果该利率高于香港的主要商业银行（或如中信银行（国际）透过其新加坡分行提供该等授信额度，则为新加坡的主要商业银行）向相关服务接受方提供同类授信额度的利率，服务接受方无须接受该授信额度。为免生疑问，中信银行（国际）无义务监察、调查或核实任何服务接受方是否遵守本条款，亦无须负责或承担本条款的任何触犯或违反。

The interest rate of the credit line provided by China CITIC Bank International

for any Service Recipient shall be determined by the parties after taking into account the current loan benchmark interest rate and the conditions of the funds market, and no Service Recipient shall be obliged to accept the credit line if such interest rate is higher than the interest rate of similar credit line offered to the relevant Service Recipient by the major domestic commercial banks in Hong Kong or, if China CITIC Bank International is offering such credit line through its Singapore Branch, in Singapore. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

22. 本公司应同意遵守（并应促使服务接受方同意遵守）中信银行（国际）就此类借贷服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于借贷业务的特定或其他条款及条件）、流程、规例及政策，包括但不限于在申请中信银行（国际）为其提供相关授信、借款、提款等服务时签署必要借款合同及相关法律文件。

The Company should, and should procure Service Recipients to, consent to and comply with all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to credit services), procedures, rules and policies provided by China CITIC Bank International relating to such credit services, including but not limited to executing necessary definitive agreements and relevant legal documents at the time of applying for credit service, requesting for loans and withdrawals.

其他金融服务 Other financial services

23. 根据中信银行（国际）就此类金融服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于金融服务的特定或其他条款及条件）、流程、规例及政策，中信银行（国际）应为任何服务接受方提供其经营范围内的其他金融服务，相关费用按照双方约定的收费标准收取，如果该费用高于香港的主要商业银行（或如中信银行（国际）透过其新加坡分行提供该等授信额度，则为新加坡的主要商业银行）向相关服务接受方提供的类似业务收费标准，服务接受方无须聘用或继续聘用中信银行（国际）提供其他金融服务。为免生疑问，中信银行（国际）无义务监察、调查或核实任何服务接受方是否遵守本条款，亦无须负责或承担本条款的任何触犯或违反。

China CITIC Bank International shall provide any Service Recipient with other financial services within its scope of business in accordance with and subject to

all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to such financial services), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such financial services. The relevant service fees shall be charged in accordance with the charging standards agreed by both parties, and no Service Recipient shall be obliged to engage or continue to engage China CITIC Bank International for other financial services if the fees charged are higher than the similar business fee standards offered to the relevant Service Recipient by the major domestic commercial banks in Hong Kong or, if China CITIC Bank International is providing such services through its Singapore Branch, in Singapore. For the avoidance of doubt, China CITIC Bank International shall have no obligation to monitor, investigate or verify the compliance by any Service Recipients or otherwise with this Clause and shall not be responsible or liable for any violation or breach of this Clause.

综合条款 General

24. 为免生疑问，本协议仅为框架协议，中信银行（国际）及服务接受方将就本协议中提及的各项服务根据及受限于中信银行（国际）就该类服务提供及/或规定的所有相关条款及条件（包括银行一般条款及条件和任何适用于该类服务的特定或其他条款及条件）、流程、规例及政策，个别协商并签订具体协议。双方可考虑及参照本协议的精神商讨及制定最终具体协议的条款。即使本协议有任何规定，本协议的任何条款都不得被视为或解释为构成或暗示中信银行（国际）有任何承诺或义务按任何特定条款或向服务接受方提供任何服务。

For the avoidance of doubt, this Agreement is a framework agreement only and China CITIC Bank International and the Service Recipients will separately negotiate and enter into specific agreements in respect of each service referred to in this Agreement in accordance with and subject to all relevant terms and conditions (including the Bank's General Terms and Conditions and any specific or other terms and conditions as applicable to such service), procedures, rules and policies provided and/or stipulated by China CITIC Bank International for such service. Both parties may consider and refer to the principles of this Agreement to negotiate and determine the terms of the final and definitive agreement(s). Notwithstanding anything in this Agreement, none of the terms of this Agreement shall be deemed or construed to constitute or imply any commitment or obligation on the part of China CITIC Bank International to provide any services to the Service Recipients, on any particular terms or at all.

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25. 中信银行（国际）向服务接受方提供现行收费标准和偏离收费标准的文件（如有，并在中信银行（国际）同意提供的情况下）的合理费用、中信银行（国际）与金融服务有关的所有合理成本和费用，以及本协议提及的或与金融服务有关的所有文件的编制、签署、注册、管理和/或执行的合理费用，应由本公司承担及促使服务接受方承担。

The Company should, and should procure the Service Recipients to, bear all the reasonable expenses with regards to the provision from China CITIC Bank International to the Service Recipients of current charging standards and documents on deviation from the charging standards (if any and to the extent agreed to be provided by China CITIC Bank International), for all the reasonable costs and expenses of China CITIC Bank International relating to the financial services, and for the reasonable expenses for the preparation, execution, registration, administration, and/or enforcement of all documents referred to herein or otherwise in connection with the financial services under this Agreement.

26. 中信银行（国际）按照本协议约定向服务接受方提供各项金融服务系以本公司持续属于中国中信集团有限公司（简称“**中信集团**”）的附属公司为前提条件，若因本公司新发证券、股份转让、合并及其他任何原因导致本公司不再属于中信集团附属公司，则自本公司不再属于中信集团附属公司之时起，中信银行（国际）于本协议项下所提供的金融服务应按照适用法律的规定及中信银行（国际）提供或指定的有关程序、规则及政策终止或进行调整。本公司应同意遵守（并应促使服务接受方同意遵守）中信银行（国际）就延续或调整该等金融服务而必需、相关或合适的相关规则、要求及政策并（如适用）签署必要及相关法律文件。为免疑义，附属公司之定义应当以《公司条例》（香港法例第622章）第15条的规定为准。即使本条款或本协议有任何规定，中信银行（国际）、本公司及服务接受方应自行负责彼等在相关法律法规（包括《上市规则》）（如适用）下的合规事宜，并应自行承担其因上述事宜所产生的相关成本。中信银行（国际）在任何情况下均无须承担本公司或该等服务接受方就本协议所招致的（或承受、蒙受或产生的）任何诉讼、要求、法律程序、负债、损失、损害、收费、成本（包括按全额弥偿基础计算的法律费用）、花费或费用。

The prerequisite for the provision of all kinds of financial services by China CITIC Bank International to the Service Recipients is that the Company shall continue to be a subsidiary of CITIC Group Corporation (“**CITIC Group**”). If the Company ceases to be a subsidiary of CITIC Group, whether due to issue of new securities, equity transfer, merger or any other reasons, all financial services provided by China CITIC Bank International to the Service Recipients

hereunder shall, at the same time when the Company ceases to a subsidiary of CITIC Group, be terminated or adjusted pursuant to applicable laws and any relevant procedures, rules and policies provided or stipulated by China CITIC Bank International, and the Company should, and should procure the Service Recipients to, consent to and comply with all relevant procedures, rules and policies provided or stipulated by China CITIC Bank International necessary, relevant or desirable for the continuation or adjustment of such financial services and (if applicable) should execute necessary and relevant legal documents. For the avoidance of doubt, a “**subsidiary**” shall have the same meaning as defined in accordance with the provisions of section 15 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong). Notwithstanding anything under this Clause or in this Agreement, China CITIC Bank International, the Company and the Service Recipients shall each be responsible for their own compliance with the requirements under relevant laws and regulations (including but not limited to the Listing Rules), as applicable, and shall each bear their own costs arising therefrom. China CITIC Bank International shall, under no circumstances, be liable to the Company or any Service Recipients for any actions, demands, claims, proceedings, liabilities, losses, damage, charges, costs (including legal costs on a full indemnity basis), expenses or fees which may be brought or preferred against the Company or such Service Recipients or sustained, suffered or incurred by the Company or such Service Recipients arising out of or in connection with this Agreement.

27. 协议有效期 Term of this Agreement

在《上市规则》规定的情况下，本协议将于独立股东在本公司的股东大会上批准本协议及其项下之交易之日起生效（简称“生效日期”）。本协议自生效日期起生效，为期3年。2023年金融服务协议将在本协议生效日期起终止。本协议到期后，在本公司遵守《上市规则》适用规定的前提下，经双方以书面形式协商同意可按类似条款和条件或双方商定的其他条款和条件，续订本协议。

This Agreement shall become effective on the date (the “**Effective Date**”) on which the independent shareholders grant their approval at the general meeting of the Company in respect of this Agreement and the transactions contemplated thereunder, to the extent required by the Listing Rules. This Agreement shall become effective from the Effective Date and shall remain in force for a term of 3 years. The 2023 Financial Services Agreement shall terminate on the

Effective Date of this Agreement. Upon expiry of the term of this Agreement, subject to compliance with the applicable requirements under the Listing Rules, this Agreement may be renewed by both parties in writing on similar terms and conditions, or on other terms and conditions as may be mutually agreed by the parties.

28. 本协议的条款应受香港法律的管辖和解释，双方同意接受香港法院之非专属管辖权。合约（第三者权利）条例（香港法例第623章）不适用于本协议，除中信银行（国际）及本公司以外，没有第三者有权执行或依赖本协议的任何条款。本公司不得转让或转移其于本协议下的全部或任何权利或义务。

The terms of this Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong. The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) does not apply to this Agreement and no third party other than China CITIC Bank International and the Company will have any right to enforce or rely on any provision of this Agreement. The Company may not assign or transfer all or any of its rights or obligations under this Agreement.

29. 本协议包括中英文版本，如有不一致之处，以英文版本为准。

This Agreement is prepared in both English and Chinese languages, and the English version will prevail in case of any inconsistency.

双方各自的合法授权代表于上述第一次所提日期签署本协议，以兹为证。
IN WITNESS whereof this Agreement has been executed by duly authorized signatories of the parties hereto on the date first above written.

中信资源控股有限公司
CITIC RESOURCES HOLDINGS LIMITED

SIGNED

for and on behalf of **CITIC RESOURCES HOLDINGS LIMITED**
代表中信资源控股有限公司签署




姓名 Name: HAO WEIBAO

职位 Title: 主席兼行政总裁

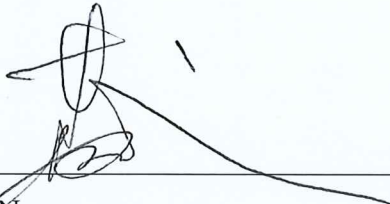
中信银行（国际）有限公司

CHINA CITIC BANK INTERNATIONAL LIMITED

SIGNED

for and on behalf of **CHINA CITIC BANK INTERNATIONAL LIMITED**

代表中信银行（国际）有限公司签署



姓名 Name:

职位 Title:

Bin Ge
EDGM & Head of Group Co-operation Office



Raymond B K Tan
General Manager &
Head of Transaction Banking