

# Form605

Corporations Act 2001  
Section 671B

## Notice of ceasing to be a substantial holder

To Company Name/Scheme Pilbara Minerals Limited (PLS)  
ACN/ARSN 112 425 788

### 1. Details of substantial holder(1)

Name Contemporary Amperex Technology (Hong Kong) Limited (CATL HK) and each of the companies listed in Annexure A (together the CATL Group)  
ACN/ARSN (if applicable) See Annexure A

The holder ceased to be a substantial holder on 02 / 03 / 2023  
The previous notice was given to the company on 16 / 12 / 2020  
The previous notice was dated 14 / 12 / 2020

### 2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change(5)	Class(6) and number of securities affected	Person's votes affected
02/03/2023	CATL HK and each of the companies of the CATL Group listed in Annexure A	Sale of Fully Paid Ordinary Shares	A\$250,000,001.00	60,975,610 fully paid ordinary shares	60,975,610

### 3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
CATL-Kstar Science & Technology Co Ltd	Ceased to be an associate
Foshan Sanshui Brulp Resource Recycling Co Ltd	Ceased to be an associate
Dongguan Runyuan New Technology Co Ltd	Ceased to be an associate
Fuding Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Ningde Jiaocheng Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Ningde Shencheng Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
CATL Runzhi Software Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Ningde Runchi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Ningde Brulp Resource Recycling Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Pingnan Runneng New Material Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Pingnan Contemporary Electronic Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Pingnan Brulp Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Chengdu Xinjin Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Chengdu Jintang Contemporary New Material Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yibin Contemporary Energy Storage Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Xiamen Xinnengan Technology Ltd	Associated under s12(2)(a) of the Corporations Act
Ruiting Contemporary (Shanghai) Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
CATL (Shanghai) Intelligent Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
CATL (Shanghai) New Energy Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
CATL Future Energy (Shanghai) Research Institute Co Ltd	Associated under s12(2)(a) of the Corporations Act

Shenzhen Dingyang Intelligent Electrics Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichun Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichun Contemporary New Energy Resources Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichun Xinfeng Lithium Co Ltd	Associated under s12(2)(a) of the Corporations Act
Fengxin Jinfeng Silicon Mine (General Partnership)	Associated under s12(2)(a) of the Corporations Act
CATL (Guizhou) New Energy Materials Co Ltd	Associated under s12(2)(a) of the Corporations Act
CATL (Guizhou) New Energy Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guizhou Contemporary Mining Co Ltd	Associated under s12(2)(a) of the Corporations Act
Contemporary Electric Service Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Contemporary Electric Service Technology (Liaoyuan) Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jinzhou Contemporary New Material Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jiangsu Lithitech Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guangdong Ruiqing Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guangzhou Runhe New Energy Service Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichang Brunp Contemporary Amperex Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichang Brunp Recycling Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichang Brunp Yihua New Material Co Ltd	Associated under s12(2)(a) of the Corporations Act
Contemporary Yongfu Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Zhaoqing Sihui Runyong New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Zhaoqing Sihui Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Liyang Runyong New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Liyang Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Peak Shaving Frequency Modulation Energy Storage (Zhaoqing) Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Deqing Yifan New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichun Contemporary Venture Capital New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guangdong Ruiqing Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Shanghai Runshi Shutong New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Fuan Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jiangsu Brunp SAIC Recycling Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichang Brunp Yihua Environmental Protection Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guizhou Contemporary Sikang New Material Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Yanzhou Runyong New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining High Tech Zone Runyong New Energy Development Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Beihu Provincial Tourism Resort Runshi New Energy Development Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jinzhou Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Xiamen Tongan Runxin New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichang Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jinzhou Runyong New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Sichuan Contemporary New Energy Resources Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yifeng Contemporary Zhicun New Energy Materials Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yibin Sanjiang Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Fengxin Contemporary Amperex Resources Co Ltd	Associated under s12(2)(a) of the Corporations Act
Fengxin Contemporary Amperex Materials Co Ltd	Associated under s12(2)(a) of the Corporations Act
Meishan Contemporary Litai New Material Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Xiamen Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Xiamen Xinnenghe Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichun Lidu Contemporary Investment Development (Limited Partnership)	Associated under s12(2)(a) of the Corporations Act
Fujian Minhai Contemporary Investment Development Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yibin Contemporary Kaiyi Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Sichuan Contemporary Sanjiang New Energy Resources Co Ltd	Associated under s12(2)(a) of the Corporations Act
Zhongzhou Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Shandong Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Wanzai Contemporary Zhicun New Energy Material Co Ltd	Associated under s12(2)(a) of the Corporations Act
Beijing Zhongke Brunp Recycling Technology Innovation Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yichun Contemporary Runwan New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jiaozuo Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Weishan Runxin New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Rencheng District Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Luoning Runan New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Luoning Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Weishan Runshi Energy Storage Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yifeng Jinzifeng Mining Co Ltd	Associated under s12(2)(a) of the Corporations Act


Jining Yanzhou District Runxin Energy Storage Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Kaiyang Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Kaiyang Runan New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Contemporary Amperex Electric Boat Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Contemporary Amperex Energy Storage Development Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guangdong Brunp Supply Chain Management Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guangdong Ruibang Battery Recycling Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Beihu Provincial Tourist Resorts Runan New Energy Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Beihu Provincial Tourist Resorts Running Energy Storage Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Beihu Provincial Tourist Resorts Runji Energy Storage Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Beihu Provincial Tourist Resorts Runbei Energy Storage Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Rencheng District Running New Energy Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Rencheng District Runshi New Energy Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Jining Rencheng District Runren New Energy Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Fengxin Runan New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Qingzhen Runyong New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Guizhou Guian New District Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
Yunan Contemporary Amperex Technology Co Ltd	Associated under s12(2)(a) of the Corporations Act
Ningde Dongqiao Economic Development District Runshi New Energy Co Ltd	Associated under s12(2)(a) of the Corporations Act
CATL Investment International Pte Ltd	Associated under s12(2)(a) of the Corporations Act
Alocasia Investment Ltd	Associated under s12(2)(a) of the Corporations Act
Langti International Holding Ltd	Associated under s12(2)(a) of the Corporations Act
Renascence Investment Ltd	Associated under s12(2)(a) of the Corporations Act
PT. LANGTI Metal Industry	Associated under s12(2)(a) of the Corporations Act
PT CBL Indonesia Investment	Associated under s12(2)(a) of the Corporations Act
Contemporary Amperex Technology Holding LLC Belgrade	Associated under s12(2)(a) of the Corporations Act
Contemporary Amperex Technology LLC Belgrade	Associated under s12(2)(a) of the Corporations Act
Hong Kong CBC Investment Ltd	Associated under s12(2)(a) of the Corporations Act
Hong Kong CBL Ltd	Associated under s12(2)(a) of the Corporations Act
Canada Brunp Contemporary (Investment) Inc	Associated under s12(2)(a) of the Corporations Act
Contemporary Amperex Technology Hungary Korfátolt Felelősségű Társaság	Associated under s12(2)(a) of the Corporations Act
Contemporary Amperex Technology Mexico, S.A.DEC.V.	Associated under s12(2)(a) of the Corporations Act
Singapore Brunp Contemporary Energy Pte Ltd	Associated under s12(2)(a) of the Corporations Act
Singapore Brunp Contemporary Holding Pte Ltd	Associated under s12(2)(a) of the Corporations Act
Singapore CBC Resources Service Pte Ltd	Associated under s12(2)(a) of the Corporations Act
Hong Kong CBC International Industrial Ltd	Associated under s12(2)(a) of the Corporations Act
CBC International Capital Ltd	Associated under s12(2)(a) of the Corporations Act
Empresa Industrial Minera CBC Lithium Bolivia S.A.	Associated under s12(2)(a) of the Corporations Act
Brunp-CATL (Argentina) S.A.	Associated under s12(2)(a) of the Corporations Act

#### 4. Addresses

The addresses of persons named in this form are as follows:

Name	Address
CATL HK	Level 27, World Wide House, 19 Des Voeux Road, Central, Hong Kong
The CATL Group	Refer to Annexure A

**Signature**

print name	<u>CHAU YIU KEUNG</u>	capacity	<u>Authorised Signatory</u>
sign here	<u></u>	date	<u>1 March 2023</u>

**Directions**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**Annexure A – Associates**

This is "Annexure A" of 6 pages (including this page) referred to in the Form 605 – "Notice of ceasing to be a substantial holder" of Contemporary Amperex Technology (Hong Kong) Limited dated 1 March 2023.

Signed for and on behalf of Contemporary Amperex Technology (Hong Kong) Limited

A handwritten signature in black ink, appearing to be 'Chyi Ly', written in a cursive style.

Authorised Signatory

Name	Country of Incorporation	Registration number	Address
Contemporary Amperex Technology Co Ltd	People's Republic of China (PRC)	91350900587527783P	No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Qinghai Contemporary Amperex Technology Co Ltd	PRC	91633300595037450W	No. 182, Chuangye Road, Chengzhong District, Xining City, Qinghai Province
CATL Lithium Power Co Ltd	PRC	91350902MA2XN4WL23	Room 435, M1 Research Building, No. 1 Xingang Road, Zhangwan Town, Dongqiao Economic Development Zone, Ningde City, Fujian Province
Beijing Lithium Contemporary Amperex Technology Co Ltd	PRC	91110105397362949K	Room F201, 2nd Floor, Building 4, No. 78 West Fourth Ring Middle Road, Fengtai District, Beijing
Hunan Brunp Recycling Technology Co Ltd	PRC	91430124670760578B	No. 508, Jinning East Road, Ningxiang High-tech Industrial Park, Changsha City, Hunan Province
Hunan Brunp Vehicle Recycling Co Ltd	PRC	91430124670796044Y	No. 018, Jinsha East Road, Jinzhou New District, Changsha City, Hunan Province
Guangdong Brunp Recycling Technology Co Ltd	PRC	91440600782992365C	Block 2, Block 7, Block 9, No. 6 Zhixin Avenue, Leping Town, Sanshui District, Foshan City, Guangdong Province
Ningde Brunp Recycling Technology Co Ltd	PRC	91350982MA32J80F29	The fourth floor of the family planning annex building, No. 001, Anyang West Road, Long'an Development Zone, Fuding City, Ningde City, Fujian Province
Ningde Anpu Environment Protection Technology Co Ltd	PRC	91350982MA32L7RQ2Q	The fourth floor of the family planning annex building, No. 001, Anyang West Road, Long'an Development Zone, Fuding City, Ningde City, Fujian Province
Ningbo Brunp Recycling Technology Co Ltd	PRC	91330206MA2GW6BX61	Room 135, Office Building, No. 29, Meishan Avenue Business Center, Beilun District, Ningbo City, Zhejiang Province
Jiangsu Contemporary Amperex Technology Co Ltd	PRC	91320481MA1MNYLY9X	No. 1000, Chengbei Avenue, Kunlun Street, Liyang City, Jiangsu Province
Pingnan Contemporary New Material Technology Co Ltd	PRC	91350923MA2XYEX04X	Xijiaoyang Industrial Park, Fenglin Village, Tangkou Township, Pingnan County, Ningde City, Fujian Province
Ningde Contemporary New Energy Supplier Chain Management Co Ltd	PRC	91350900MA2Y6XEU9Y	No. 1908, Science and Technology Building, No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Ningde Runyuan Electric Energy Technology Co Ltd	PRC	91350902MA2Y905E7T	No. 0303, Science and Technology Building, No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Ningbo Meishan Wendin Investment Co Ltd	PRC	91330206MA28YRYM3F	H0939, Area A, Building 1, Room 401, No. 88 Qixing Road, Meishan District, Beilun District, Ningbo City, Zhejiang Province
Contemporary Shanghai Power Battery Co Ltd	PRC	91320481MA1P5JKJ34	No. 328, Huanyuan West Road, Kunlun Street, Liyang City, Jiangsu Province
Dongfeng Contemporary (Wuhan) Battery System Co Ltd	PRC	91420100MA4KYC9Y6C	No. 339, Chaoyang Avenue, Wuhan Economic and Technological Development Zone, Wuhan City, Hubei Province
Guangzhou Chunherunhe Vehicle Distribution Co Ltd	PRC	91440101MA5C4BFQ7M	Shop 101, No. 22, Paifang Street, Xin Zhuang Village, Shiling Town, Huadu District, Guangzhou City, Guangdong Province
Shenzhen Chunherunhe Vehicle Distribution Co Ltd	PRC	91440300MA5FAXGD2L	18th floor, R&D Building, Crestec Industrial Park, West District, Yutang Street, Yutang Street, Guangming New District, Shenzhen City, Guangdong Province
Ningde Runhe Industry Co Ltd	PRC	91350902MA32AUJD8F	Science and Technology Building, No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Guangzhou Chunherunsheng Vehicle Distribution Co Ltd	PRC	91440101MA5CKJKT2M	Shop 101, No. 22, Paifang Street, Xin Zhuang Village, Shiling Town, Huadu District, Guangzhou City, Guangdong Province
CATL Yiqi Power Battery Co Ltd	PRC	91350921MA32G3QY35	No. 6, Changfu Road, Xiapu County Economic Development Zone, Xiapu County, Ningde City, Fujian Province
CATL Guangzhou Power Battery Co Ltd	PRC	91440101MA5CKU825Q	No. 333, Longze Road, Shilou Town, Panyu District, Guangzhou City, Guangdong Province
CATL Geely Power Battery Co Ltd	PRC	91330100MA2GLAXH6X	No. 709-87, No. 3899, Jiangdong Avenue, Dajiangdong Industrial Cluster, Hangzhou City, Zhejiang Province
Contemporary Sikang New Materials Co Ltd	PRC	91350823MA32QFQB2T	Jiaoyang Industrial Zone, Jiaoyang Town, Shanghang County, Longyan City, Fujian Province
Ningbo Brunp Contemporary Amperex Technology Co Ltd	PRC	91330206MA2GTTAKX9	Room 128, Office Building, No. 29, Meishan Avenue Business Center, Beilun District, Ningbo City, Zhejiang Province
Sichuan Contemporary Amperex Technology Co Ltd	PRC	91511500MA69NGB13M	No. 1, Industrial Avenue, Lingang Economic Development Zone, Yibin City, Sichuan Province
Longyan Sicong New Material Co Ltd	PRC	91350823335753805J	No. 12, Industrial Road, Jiaoyang Industrial Zone, Jiaoyang Town, Shanghang County, Longyan City, Fujian Province
Ningde Contemporary Financial Leasing Co Ltd	PRC	91350901MA33FBDH9H	Room 805, Guan hong Xinghuayuan, No. 1 Pingta East Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province
Fujian Mindong Contemporary Rural Investment and Development Partnership (Limited Partnership)	PRC	91350901MA33NN8X4P	No. 2, Xingang Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province
Ningde Runkang Technology Co Ltd	PRC	91350901MA342FG18R	No. 2, Xingang Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province

Name	Country of Incorporation	Registration number	Address
Ningde Contemporary New Energy Industry Investment Co Ltd	PRC	91350902MA34DQJ417	Building D1, No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Xiamen Contemporary Research Institute Co Ltd	PRC	91350200MA34M2XL3A	Unit 104, No. 336-5, Yanbian South Road, Xiamen Torch High-tech Zone (Xiang'an) Industrial Zone, Xiamen City, Fujian Province
Fuding Contemporary Amperex Technology Co Ltd	PRC	91350982MA35DLGG8F	No. 1, Times Road, Xueqiao Village, Qianqi Town, Fuding City, Ningde City, Fujian Province
Chengdu Xinjin Contemporary Amperex Technology Co Ltd	PRC	91510132MAACFE3U00	No. 168, Xinke Avenue, Puxing Street, Xinjin District, Chengdu City, Sichuan Province
Ningde Jiaocheng Contemporary Amperex Technology Co Ltd	PRC	91350902MA35DJ8K4E	No. 1, Outer Ring Passage, Feiluan Town, Jiaocheng District, Ningde City, Fujian Province
CATL Geely (Sichuan) Power Battery Co Ltd	PRC	91511500MA62CQ9W5N	No. 28, Industrial Avenue, Sanjiang New District, Yibin City, Sichuan Province
Yibin Contemporary Energy Storage Technology Co Ltd	PRC	91511529MA6B4NR128	No. 1-5, 3rd Floor, Building 4, Pingshan County Economic Development Zone Service Center, Yibin City, Sichuan Province
Guangdong Ruiqing Contemporary Amperex Technology Co Ltd	PRC	91441208MA55YHA57Y	No. 1, Times Street, Zhaoqing High-tech Industrial Development Zone, Zhaoqing City, Guangdong Province
Ruiting Contemporary (Shanghai) Amperex Technology Co Ltd	PRC	91310000MA1H3RNE5P	Building 3, Building 4, Building 5, No. 168 Xinsiping Road, Lingang New Area, China (Shanghai) Pilot Free Trade Zone, Shanghai
Chengdu Jintang Contemporary New Material Technology Co Ltd	PRC	91510121MA6AHDFN97	No. 13, Cheng'a Avenue, Chengdu-Aba Industrial Concentration Development Zone, Jintang County, Chengdu City, Sichuan Province
Pingnan Contemporary Electronic Technology Co Ltd	PRC	91350923MA8TL83J91	No. 1, Xijiaoyang Industrial Park, Fenglin Village, Tangkou Town, Pingnan County, Ningde City, Fujian Province
Contemporary Green Energy Co Ltd	PRC	913501057960764486	No. 2, Xingang Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province
Guangzhou Runhe New Energy Service Co Ltd	PRC	91440101MA9W1M8F15	Shop 117, Building B, No. 3 Helong Erheng Road, Helong Street, Baiyun District, Guangzhou City, Guangdong Province
Ningde Runchi New Energy Co Ltd	PRC	91350901MA8THC8Y1U	Workshop #2, No. 2, Jianhu West Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province
CATL (Shanghai) Intelligent Technology Co Ltd	PRC	91310000MA1H3YP02R	Building 10, No. 860, Xinyang Road, Lingang New Area, China (Shanghai) Pilot Free Trade Zone, Shanghai
Xiamen Xinnengan Technology Ltd	PRC	91350200MA8TJ86R2M	No. 600, Hongtang Road, Tongxiang High-tech City, Torch High-tech Zone, Xiamen City, Fujian Province
CATL Future Energy (Shanghai) Research Institute Co Ltd	PRC	91310112MA7B00GP6D	Room 203, 204, 2nd Floor, Building 1, No. 58 Yuanmei Road, Minhang District, Shanghai
Contemporary Electric Service Technology Co Ltd	PRC	91350200MA8TTB3J0T	411-3, No. 942, Tonglong 2nd Road, Xiamen Torch High-tech Zone (Xiang'an) Industrial Zone, Xiamen City, Fujian Province
CATL (Shanghai) New Energy Technology Co Ltd	PRC	91310112MA7APQ0F9G	4th - 5th floor, Building 3, No. 889 Tianlin Road, Minhang District, Shanghai
Yichun Contemporary Amperex Technology Co Ltd	PRC	91360900MA7C75RN2H	No. 1, Chunfeng Road, Yichun Economic and Technological Development Zone, Yichun City, Jiangxi Province
Suzhou Contemporary Xin'an Energy Technology Co Ltd	PRC	91320506MA276DW92W	Room 401, Building 5, No. 50, Beiguandu Road, Yuexi Street, Wuzhong District, Suzhou City, Jiangsu Province
Shenzhen Xinyang New Energy Technology Co Ltd	PRC	91440300MA5FDAN390	No. 101 and 201, Building D, Shenghe Xing Industrial Park, Hesheng Industrial Zone, Tangwei Community, Fuhai Street, Baoan District, Shenzhen City, Guangdong Province
CATL (Guizhou) New Energy Technology Co Ltd	PRC	91520900MA7DT2RW9A	8-12-18 (1-2) Digital Economy Industrial Park, Gui'an New Area, Guizhou Province
CATL Runzhi Software Technology Co Ltd	PRC	91350900MA8U5WNY8T	Science and Technology Building, No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Pingnan Runneng New Material Technology Co Ltd	PRC	91350923MA8U7HPQ5B	No. 1, Xijiaoyang Industrial Park, Fenglin Village, Tangkou Town, Pingnan County, Ningde City, Fujian Province
Yichun Contemporary New Energy Resources Co Ltd	PRC	91360900MA7CELHW43	No. 1, Chunfeng Road, Yichun Economic and Technological Development Zone, Jiangxi Province
Suzhou Anchi Control System Co Ltd	PRC	91320506MA1W5EAQX9	East A Area, 4th Floor, Building 5 (Building 9 of Science and Technology Industrial Park), No. 50 Beiguandu Road, Yuexi Street, Wuzhong District, Suzhou City, Jiangsu Province
Jiangsu Lithitech Co Ltd	PRC	913204815570605371	No. 1, Xiangshan Road, Tianmu Lake Industrial Park, Liyang City, Jiangsu Province
CATL (Guizhou) New Energy Materials Co Ltd	PRC	91520900MA7EL0F7XF	8-12-18 (1-3) Digital Economy Industrial Park, Gui'an New Area, Guizhou Province
Ningde Shencheng Technology Co Ltd	PRC	91350900MA8UC6T72E	Room 1508, Science and Technology Building, No. 2 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Yichun Contemporary New Energy Mining Co Ltd	PRC	91360900MA7AFTYL8Y	No. 39, Industrial Avenue, Yifeng County Industrial Park, Yichun City, Jiangxi Province

Name	Country of Incorporation	Registration number	Address
Contemporary Electric Service Technology (Liaoyuan) Co Ltd	PRC	91220400MA7EY6D314	Room 2218, Yonghui Building, No. 3912, Renmin Street, Longshan District, Liaoyuan City, Jilin Province
Jinzhou Contemporary New Material Technology Co Ltd	PRC	91210702MA7E9K6121	Room 5-334, No. 16, Jinchao Street, Zhongtun Community, Shiyong Street, Guta District, Jinzhou City, Liaoning Province
Guizhou Contemporary Mining Co Ltd	PRC	91520121MA7G5PF99Y	No. 434, Intelligent Service Center, Xizhou Avenue Economic Development Zone, Xicheng Street Office, Kaiyang County, Guiyang City, Guizhou Province
Sichuan Contemporary New Energy Resources Co Ltd	PRC	91511500MA7H01N125	No. 1, Industrial Avenue, Lingang Economic Development Zone, Yibin City, Sichuan Province
Guizhou Contemporary Sikang New Material Co Ltd	PRC	91520121MA7FU0R41B	Intelligent Service Center, Xizhou Avenue, Xicheng Street Office, Kaiyang County, Guiyang City, Guizhou Province
Yibin Sanjiang Contemporary Amperex Technology Co Ltd	PRC	91511500MA7FBTR8XM	No. 1, Industrial Avenue, Lingang Economic Development Zone, Yibin City, Sichuan Province
Yifeng Contemporary Zhicun New Energy Materials Co Ltd	PRC	91360921MA7G9LW473	Industrial Avenue, Yifeng County Industrial Park, Yichun City, Jiangxi Province
Fengxin Contemporary Amperex Resources Co Ltd	PRC	91360921MA7GDL635X	No. 3999, Tiangong South Avenue, Fengxin County High-tech Industrial Park, Yichun City, Jiangxi Province
Meishan Contemporary Litai New Material Technology Co Ltd	PRC	91511400MA7G1YKK3B	No. 8, Jinxu Road, Xiwen Town, Dongpo District, Meishan City, Sichuan Province
Xiamen Contemporary Amperex Technology Co Ltd	PRC	91350200MA8UR2N24C	413-30, 942 Tonglong 2 <sup>nd</sup> Road, Torch High-tech Zone (Xiang'an) Industrial Zone, Xiamen City, Fujian Province
Xiamen Xinnenghe Technology Co Ltd	PRC	91350200MA8W0TC734	No. 600-2, Hongtang Road, Tongxiang High-tech Town, Torch High-tech Zone, Xiamen City, Fujian Province
Yichun Lidu Contemporary Investment Development (Limited Partnership)	PRC	91360900MA7HPFC68T	No. 1, Chunfeng Road, Economic and Technological Development Zone, Yichun City, Jiangxi Province
Fujian Minhai Contemporary Investment Development Co Ltd	PRC	91350902MA8UNB4D6J	No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Wanzai Contemporary Zhicun New Energy Material Co Ltd	PRC	91360922MABR4FKF4M	New energy industrial park of Wanzai County Industrial Park, Yichun City, Jiangxi Province
Fengxin Jinfeng Silicon Mine (General Partnership)	PRC	91360921573611474Y	Jingang Village, Shangfu Town, Fengxin County, Yichun City, Jiangxi Province
Yibin Contemporary Kaiyi Amperex Technology Co Ltd	PRC	91511500MABPH5GN6X	No. 7, Section 4, West Section of Changjiang North Road, Lingang Economic Development Zone, Yibin City, Sichuan Province
Sichuan Contemporary Sanjiang New Energy Resources Co Ltd	PRC	91511500MABXK11B5C	No. 1, Industrial Avenue, Lingang Economic Development Zone, Yibin City, Sichuan Province
Shandong Contemporary Amperex Technology Co Ltd	PRC	91370882MABY8NGR7J	Room 408, Building 2, Yandian New Town Shuangchuang Center, Yandian Town, Yanzhou District, Jining City, Shandong Province
Zhongzhou Contemporary Amperex Technology Co Ltd	PRC	91410300MA9M80KH3P	300 meters west of the intersection of Simaguang Road and Hanwei Avenue, Yibin District, Luoyang City, Henan Province
Contemporary Amperex Electric Boat Technology Co Ltd	PRC	91350902MAC5C8D38E	No. 2, Shugang Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province
Contemporary Amperex Energy Storage Development Co Ltd	PRC	91350900MAC2FKF96U	No. 2, Xingang Road, Zhangwan Town, Jiaocheng District, Ningde City, Fujian Province
Liyang Runyong New Energy Co Ltd	PRC	91320481MA26FNHP3J	Room 510, Building 1, No. 618, Wharf West Street, Kunlun Street, Liyang City, Jiangsu Province
Liyang Runshi New Energy Co Ltd	PRC	91320481MA26FNHL06	Room 509, Building 1, No. 618, Wharf West Street, Kunlun Street, Liyang City, Jiangsu Province
Guangdong Ruiqing Runshi New Energy Co Ltd	PRC	91441208MAA4H95R9B	No. 02, Room 1431, 14th Floor, Fumin Building, No. 18 Beijiang Avenue, High-tech Zone, Zhaoqing City, Guangdong Province
Shanghai Runshi Shutong New Energy Co Ltd	PRC	91310118MA7EU5FL7B	Room 127, Area M, Building 7, No. 7, Haoyi Village, Xianghuaqiao Street, Qingpu District, Shanghai
Yunan Contemporary Amperex Technology Co Ltd	PRC	91530181MAC51BP409	No. 37, Xihua Road, Lu Xuan Street, Anning City, Kunming City, Yunnan Province
Beijing Zhongke Brunn Recycling Technology Innovation Co Ltd	PRC	91110108MABXX9P00D	9th floor, No. 65, North Fourth Ring West Road, Haidian District, Beijing
Xiamen Tongan Runxin New Energy Co Ltd	PRC	91350212MA8UXX8K3R	Unit 384, Room 201, No. 99-2, Zhigu East 1st Road, Tongan District, Xiamen City, Fujian Province
Fengxin Runan New Energy Co Ltd	PRC	91360921MAC1FNHJ8B	Government Office Building of Chitian Town, Fengxin County, Yichun City, Jiangxi Province
Ningde Dongqiao Economic Development District Runshi New Energy Co Ltd	PRC	91350902MAC6630PXA	No. 2, Xingang Road, Dongqiao Economic Development Zone, Ningde City, Fujian Province
Ningde Brunn Resource Recycling Technology Co Ltd	PRC	91350982MA8TQBET6H	The fourth floor of Building 1, Long'an Management Committee, No. 235 Anyang West Road, Longhua Committee, Long'an Industrial Zone, Fuding City, Ningde City, Fujian Province
Ningbo Puqin Contemporary Co Ltd	PRC	91330206MA2H8Q9P2W	Room 618, Office Building, No. 5, Meishan Avenue Business Center, Beilun District, Ningbo City, Zhejiang Province
Yifeng Jinzifeng Mining Co Ltd	PRC	91360924MAC1570G77	No. 39, Industrial Avenue, Yifeng County Industrial Park, Yichun City, Jiangxi Province
Yichang Runshi New Energy Co Ltd	PRC	91420500MABNLYP8XQ	No. 57-5 11029, Development Avenue, Yichang Area, China (Hubei) Free Trade Zone, Yichang City, Hubei Province



Name	Country of Incorporation	Registration number	Address
Yichang Brunp Yihua New Material Co Ltd	PRC	91420500MA4F3KAP7R	No. 6231, Innovation and Entrepreneurship Service Center, No. 57-5, Development Avenue, Yichang Area, China (Hubei) Free Trade Zone, Yichang City, Hubei Province
Yichang Brunp Yihua Environmental Protection Technology Co Ltd	PRC	91420500MABLQJFH4A	No. 75012, Innovation and Entrepreneurship Service Center, No. 57-5, Development Avenue, Yichang Area, China (Hubei) Free Trade Zone, Yichang City, Hubei Province
Yichang Brunp Recycling Technology Co Ltd	PRC	91420500MA4F3J8235	No. 6013, Innovation and Entrepreneurship Service Center, No. 57-5, Development Avenue, Yichang Area, China (Hubei) Free Trade Zone, Yichang City, Hubei Province
Yichang Brunp Contemporary Amperex Co Ltd	PRC	91420500MA4F3J7T8P	No. 6213, Innovation and Entrepreneurship Service Center, No. 57-5, Development Avenue, Yichang Area, China (Hubei) Free Trade Zone, Yichang City, Hubei Province
Yichun Contemporary Venture Capital New Energy Co Ltd	PRC	91360900MA7C39CX8F	12F, Administrative Committee Building, Jingkai District, No. 1 Chunfeng Road, Yichun Economic and Technological Development Zone, Jiangxi Province
Yichun Contemporary Runwan New Energy Co Ltd	PRC	91360922MA7N1CQW68	Room 01, east of National Road 320 (north of the extension of Baota East Road) in Wanzai County, Yichun City, Jiangxi Province
Pingnan Brunp Contemporary Amperex Technology Co Ltd	PRC	91350923MA8RG70L4R	Xijiaoyang Industrial Park, Fenglin Village, Tangkou Township, Pingnan County, Fujian Province
Guangdong Ruibang Battery Recycling Technology Co Ltd	PRC	91440607MAA4L93D32	No. 15, Area E, Sanshui Industrial Park, Sanshui District, Foshan City, Guangdong Province
Guangdong Brunp Supply Chain Management Co Ltd	PRC	91440607MAA4L7YY7T	One of No. 9, Pingzhi Road, Leping Town, Sanshui District, Foshan City, Guangdong Province
Kaiyang Runan New Energy Co Ltd	PRC	91520121MAC25L4Q3J	Intelligent Service Center, Xizhou Avenue, Xicheng Street Office, Kaiyang County, Guiyang City, Guizhou Province
Kaiyang Runshi New Energy Co Ltd	PRC	91520121MAC1PR1N4F	No. 306, Intelligent Service Center, Xizhou Avenue Economic Development Zone, Xicheng Street Office, Kaiyang County, Guiyang City, Guizhou Province
Weishan Runxin New Energy Co Ltd	PRC	91370826MABUPMMHXW	The second floor of plant No. 4, Chuangda High-tech Park, No. 15 Jinyuan Road, Xia Town, Weishan County, Jining City, Shandong Province
Weishan Runshi Energy Storage Technology Co Ltd	PRC	91370826MAC0K32E3W	The second floor of plant No. 4, Chuangda High-tech Park, No. 15 Jinyuan Road, Xiazhen Street, Weishan County, Jining City, Shandong Province
Jiangsu Brunp SAIC Recycling Technology Co Ltd	PRC	91320481MA7MMUJH14	Room 312, Building B, No. 218 Hongkou Road, Kunlun Street, Liyang City, Jiangsu Province
Luoning Runan New Energy Co Ltd	PRC	91410328MA9M6PGT39	Room 205, Building 4, Administrative Committee of Luoning County Advanced Manufacturing Development Zone, Chengjiao Township, Luoyang City, Henan Province
Luoning Runshi New Energy Co Ltd	PRC	91410328MA9M6PDL9L	Room 203, Building 4, Administrative Committee of Luoning County Advanced Manufacturing Development Zone, Chengjiao Township, Luoyang City, Henan Province
Jining Rencheng District Runren New Energy Technology Co Ltd	PRC	91370811MAC2RJQT74	Building 1901, Unit 1, Block A, Yongji City, No. 165, Jincheng Street, Rencheng District, Jining City, Shandong Province
Jining Rencheng District Running New Energy Technology Co Ltd	PRC	91370811MAC51XUG09	Building 1901, Unit 1, Block A, Yongji City, No. 165, Jincheng Street, Rencheng District, Jining City, Shandong Province
Jining Rencheng District Runshi New Energy Technology Co Ltd	PRC	91370811MAC3LK2K7R	Building 1901, Unit 1, Block A, Yongji City, No. 165, Jincheng Street, Rencheng District, Jining City, Shandong Province
Jining Beihu Provincial Tourist Resorts Runbei Energy Storage Technology Co Ltd	PRC	91370800MAC3LRKR81	Area 2, 1 <sup>st</sup> Floor, Block B, Xincheng Fazhan Building, Jining Beihu Provincial Tourism Resort, Jining City, Shandong Province
Jining Beihu Provincial Tourist Resorts Running Energy Storage Technology Co Ltd	PRC	91370800MAC2UGXT54	Area 2, 1 <sup>st</sup> Floor, Block B, Xincheng Fazhan Building, Jining Beihu Provincial Tourism Resort, Jining City, Shandong Province
Jining Beihu Provincial Tourist Resorts Runan New Energy Technology Co Ltd	PRC	91370800MAC4J3WAXR	Area 2, 1 <sup>st</sup> Floor, Block B, Xincheng Fazhan Building, Jining Beihu Provincial Tourism Resort, Jining City, Shandong Province
Jining Beihu Provincial Tourism Resort Runshi New Energy Development Co Ltd	PRC	91370800MABLUKMW6R	Area 2, 1 <sup>st</sup> Floor, Block B, Xincheng Fazhan Building, Xuzhuang Street, Jining Beihu Provincial Tourism Resort, Jining City, Shandong Province
Jining Beihu Provincial Tourist Resorts Runji Energy Storage Technology Co Ltd	PRC	91370800MAC4J4XU2L	Area 2, 1 <sup>st</sup> Floor, Block B, Xincheng Fazhan Building, Jining Beihu Provincial Tourism Resort, Jining City, Shandong Province
Jining Rencheng District Runshi New Energy Co Ltd	PRC	91370811MABT7HG93L	Building 1901, Unit 1, Block A, Yongji City, No. 165, Jincheng Street, Rencheng District, Jining City, Shandong Province
Jining Yanzhou District Runxin Energy Storage Technology Co Ltd	PRC	91370882MABXC09J5T	In the courtyard of the former nursing home at No. 8 Xinglong Avenue, Xinglongzhuang Street, Yanzhou District, Jining City, Shandong Province
Jining Yanzhou Runyong New Energy Co Ltd	PRC	91370882MA7JWNQP4P	In the courtyard of the former nursing home at No. 8 Xinglong Avenue, Xinglongzhuang Street, Yanzhou

Name	Country of Incorporation	Registration number	Address
			District, Jining City, Shandong Province
Jining High Tech Zone Runyong New Energy Development Co Ltd	PRC	91370800MA7KT8HL8E	10th floor, T3 floor, industry-university-research base, No. 9 Haichuan Road, Liuhang Street, High-tech Zone, Jining City, Shandong Province
Qingzhen Runyong New Energy Co Ltd	PRC	91520181MAC1FH988	The third floor of the Finance Branch of Liwei Town, Qingzhen City, Guiyang City, Guizhou Province
Hubei Yihua Jiangjiadun Mining Co Ltd	PRC	9142050678815870XD	Dongjiahe Village, Zhangcunping Town, Yiling District, Yichang City, Hubei Province
Jiaozuo Runshi New Energy Co Ltd	PRC	91410821MA9LKKMY4N	No. 10, Jiaohui Road East, Qixian Town, Xiuwu County, Jiaozuo City, Henan Province
Zhaoqing Sihui Runshi New Energy Co Ltd	PRC	91441284MA56FUEJX0	101, No. 50, Jiaojing Road, Jingkou Town, Sihui City, Zhaoqing City, Guangdong Province
Zhaoqing Sihui Runyong New Energy Co Ltd	PRC	91441284MA56FUHP85	Area 6, 6 <sup>th</sup> Floor, Yijing Building, Xinxu Guanghai Road, Dasha Town, Sihui City, Zhaoqing City, Guangdong Province
Suzhou Xin'an Intelligent Control System Co Ltd	PRC	91320506MA22B6GG14	3F, Building 5, No. 50, Beiguandu Road, Yuexi Street, Wuzhong District, Suzhou City, Jiangsu Province
Peak Shaving Frequency Modulation Energy Storage (Zhaoqing) Technology Co Ltd	PRC	91441208MA56QCG40A	No. 01, Room 1431, 14th Floor, Furin Building, No. 18 Bei Jiang Avenue, High-tech Zone, Zhaoqing City, Guangdong Province
Guizhou Guian New District Runshi New Energy Co Ltd	PRC	91520900MAC424W83G	Room 207-1037, 2nd Floor, Building 2, National (Guizhou) Hub Node Computing Power Operation and Dispatch Center, Huchao Township, Gui'an New Area, Guizhou Province
Jinzhou Runshi New Energy Co Ltd	PRC	91210727MA7J7U9711	Room 101, Unit 1, Building 3, Yizhou New Town, Yingbin Road, Chengguan Street, Yixian City, Jinzhou City, Liaoning Province.
Jinzhou Runyong New Energy Co Ltd	PRC	91210727MABPG76D0X	Room 101, Unit 1, Building 3, Yizhou New Town, Yingbin Road, Chengguan Street, Yixian City, Jinzhou City, Liaoning Province
Contemporary Amperex Technology (Hong Kong) Ltd	Hong Kong	2354977	Level 27, World Wide House, 19 Des Voeux Road, Central Hong Kong
Contemporary Amperex Technology France	France	829742766R.C.S	Delta, 1/5 Boulevard Des Bouvets Defense 3 92000, Nanterre, France
Contemporary Amperex Technology Japan KK.	Japan	20001123625	Landmark Tower Level 11, 2-2-1 Minatomirai, Nishi-ku, Yokohama-shi, Kanagawa 220-8111 Japan
Contemporary Amperex Technology USA Inc.	United States	82-2824802	350 S Main St, STE 300, Ann Arbor, MI, 48104, USA
Contemporary Amperex Technology Canada Ltd	Canada	BC1136555	2900 - 550 Burrard Street, Vancouver, BC V6C 0A3, Canada
Contemporary Amperex Technology Luxembourg S.à.r.l.	Luxembourg	B223976	L-2453 Luxembourg, 6, rue Eugène Ruppert
Contemporary Amperex Technology Thuringia GmbH	Germany	HRB514938	Robert-Bosch-Str.1 99310 Arnstadt
Contemporary Amperex Technology (Hong Kong) Mining Ltd	Hong Kong	2726932	Unit 3507A, 35th Floor, Wharf Cable TV Tower, 9 Hoi Shing Road, Tsuen Wan, New Territories Hong Kong
CATL Mining Engineering Ltd	Hong Kong	2724376	Unit 3507A, 35th Floor, Wharf Cable TV Tower, 9 Hoi Shing Road, Tsuen Wan, New Territories Hong Kong
CATL Mining No.1 Ltd	Hong Kong	2724378	Unit 3507A, 35th Floor, Wharf Cable TV Tower, 9 Hoi Shing Road, Tsuen Wan, New Territories Hong Kong
CATL Mining No.2 Ltd	Hong Kong	2724381	Unit 3507A, 35th Floor, Wharf Cable TV Tower, 9 Hoi Shing Road, Tsuen Wan, New Territories Hong Kong
Contemporary Amperex Technology GmbH	Germany	HRB210883	Bayerstr.85A 80335 Munich, Germany
Brup (China) Recycling Technology Co Ltd	Hong Kong	2164663	Flat/Rm 1804, Beverly House, 93-107 Lockhart Road, Wanchai, Hong Kong
HK Brup Resource Recycling Technology Co Ltd	Hong Kong	2829159	Flat/Rm 1804, Beverly House, 93-107 Lockhart Road, Wanchai, Hong Kong
Contemporary Ruiding Development Ltd	BVI	2038555	Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola VG1110, British Virgin Islands
Contemporary Amperex Technology Holding LLC Belgrade (Serbia)	Serbia	21659061	Beograd, Bulevar kralja Aleksandra 28, Beograd-Vračar, VRAČAR, 11000, Serbia
Contemporary Amperex Technology LLC Belgrade	Serbia	21668524	Beograd, Bulevar kralja Aleksandra 28, Beograd-Vračar, VRAČAR, 11000, Serbia
CATL Investment International PTE LTD	Singapore	202136458N	8 BURN ROAD #15-03, TRIVEX, SINGAPORE 369977
Alocasia Investment Ltd	Hong Kong	3088291	20/F Central Tower, 28 Queen's Rd, Central, Hong Kong
Contemporary Amperex Technology Hungary Korlátolt Felelősségű Társaság	Hungary	01-09-396563	4034 Debrecen, Vágóhid utca 2 Lion Office Center. 2. ép. 2. em.
Contemporary Amperex Technology Mexico, S.A. DE C.V.	Mexico	A202202241112138057	EJERCITO NACIONAL N° 769, TORRE "B" PISO 9, COL. GRANADA, ALCALDIA MIGUEL HIDALGO, CUIDAD DE MEXICO, C.P.11520
CATL US Inc	US	85-3083010	1209 Orange Street, Wilmington (New Castle County), Delaware 19801
Contemporary Amperex Technology Kentucky LLC	US	85-3063495	1209 Orange Street, Wilmington (New Castle County), Delaware 19801
PT Indonesia Puqing Recycling Technology	Indonesia	9120104861755	SOPO DEL OFFICE TOWER & LIFESTYLE TOWER A, LANTAI 22, JL

Name	Country of Incorporation	Registration number	Address
			MEGA KUNINGAN BARAT III, LOT.10.1-6, KAWASAN MEGA KUNINGAN, Desa/Kelurahan Kuningan Timur, Kec. Setiabudi, Kota Adm. Jakarta Selatan, Provinsi DKI Jakarta
Hong Kong Brup And CATL Co Ltd	Hong Kong	2905558	Unit 2, LG1, Mirror Tower, 61 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong
Canada Brup Contemporary (Investment) Inc	Canada	BC1326815	1055 West Hastings Street, Suite 1700, Vancouver, BC, V6E 2E9, Canada
Brup-CATL (Argentina) S.A.	Argentina	2482965	Rivadavia No.378, ciudad de Dalta, provincia de Salta
Singapore Brup Contemporary Energy PTE LTD	Singapore	202245277E	987 Serangoon Road Singapore (328147)
Singapore Brup Contemporary Holding PTE LTD	Singapore	202245352Z	987 Serangoon Road Singapore (328147)
LANGIT Investment Holding Ltd	Hong Kong	2908853	Unit 2, LG1, Mirror Tower, 61 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong
Renascence Investment Ltd	Hong Kong	2765219	Unit 2, LG1, Mirror Tower, 61 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong
PT. LANGIT Metal Industry	Indonesia	9120008342006	SOPO DEL OFFICE TOWER A, LANTAI. 21. JALAN MEGA KUNINGAN BARAT III, LOT 10 (1-6), Kel. Kuningan Timur, Kec. Setiabudi, Kota Adm. Jakarta Selatan, Prop. DKI Jakarta
Hong Kong CBC Investment Ltd	Hong Kong	3102611	Unit 2, LG1, Mirror Tower, 61 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong
Hong Kong CBC International Industrial Ltd	Hong Kong	3136914	Unit 2, LG1, Mirror Tower, 61 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong
CBC International Capital Ltd	BVI	2092686	OMC Chambers, Wickhams Cay 1, Road Town, Tortola, BVI
Singapore CBC Resources Service PTE LTD	Singapore	202223789D	987 Serangoon Road Singapore (328147)
Empresa Industrial Minera CBC Lithium Bolivia S.A.	Bolivia	249512	CA 15 No. 8054, DISTRITO 19, CALACOTO
Hong Kong CBL Ltd	Hong Kong	3014781	Unit 2, LG1, Mirror Tower, 61 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong
PT. CBL Indonesia Investment	Indonesia	1246000350049	Jl. Jend. Sudirman Kav.52-53, Treasury Tower District 8 SCBD Lot.28, Suite B, 51 st Floor, Kel. Senayan, Kec. Kebayoran Baru, Kota Adm. Jakarta Selatan, Prov. DKI Jakarta



**UBS Securities Australia Limited**  
ABN 62 008 586 481  
AFSL 231098  
Level 16, Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Telephone: 61 2 9324 2000  
Facsimile: 61 2 9324 2558

## **COMMERCIAL-IN CONFIDENCE**

27 February 2023

Contemporary Amperex Technology (Hong Kong) Limited  
Level 27, World Wide House, 19 Des Voeux Road, Central, Hong Kong

Dear Sirs

### **Sale of Securities in Pilbara Minerals Limited**

#### **1. Introduction**

This agreement sets out the terms and conditions upon which Contemporary Amperex Technology (Hong Kong) Limited (**Vendor**) engages UBS Securities Australia Limited (ABN 62 008 586 481) (**Lead Manager**) to dispose of 60,975,610 existing fully paid ordinary shares in Pilbara Minerals Limited (**Company**) held by the Vendor (**Sale Securities**) (**Sale**) and the Lead Manager agrees to manage the sale of the Sale Securities and to underwrite the Sale in accordance with the terms of this agreement.

#### **2. Sale of securities**

##### **2.1 Sale**

The Vendor agrees to sell the Sale Securities and the Lead Manager, either itself or through an Affiliate (as defined in clause 10.5), agrees to:

- (a) manage the sale of the Sale Securities by procuring purchasers for the Sale Securities at the price of A\$4.10 per Sale Security (**Sale Price**). Purchasers may include the Lead Manager's related companies and Affiliates and may be determined by the Lead Manager in its discretion; and
- (b) to underwrite and guarantee the sale of the Sale Securities by purchasing by itself (or through an Affiliate) at the Sale Price per Sale Security the Sale Securities which have not been purchased by third party purchasers (or the Lead Manager's related bodies corporate or Affiliates) in accordance with clause 2.1(a) as at 9.45am on the Trade Date specified in the Timetable in Schedule 1 (or such other time as the parties agree in writing) (**Balance Securities**),

in accordance with the terms of this agreement.

UBS Securities Australia Limited is a wholly owned subsidiary of UBS AG incorporated in Australia and holds an Australian Financial Services License (#231098). However, it is not an authorised deposit-taking institution under the Banking Act 1959 (Cth) and the obligations of UBS Securities Australia Limited do not represent deposits or other liabilities of UBS AG, and UBS AG does not stand behind, support or guarantee UBS Securities Australia Limited in any way.

## 2.2 Restricted Securities

Notwithstanding anything else in this agreement, where the acquisition of some or all of the Balance Securities by the Lead Manager is prohibited or restricted by the application of the takeover provisions in the Corporations Act 2001 (Cth) (**Corporations Act**) or would require the Lead Manager or an Affiliate of the Lead Manager to give a notice to either the Treasurer under section 81 of the Foreign Acquisitions and Takeovers Act 1975 (Cth) (**FATA**) or the Australian Communications and Media Authority under sections 74F, 74G or 74H of the Broadcasting Services Act 1992 (Cth) (**BSA**), the Vendor and the Lead Manager agree that:

- (a) the Vendor shall retain such number of Balance Securities it is required to retain in order to prevent the breach or occurrence of the notifiable action (as appropriate) (**Restricted Securities**) and the Lead Manager shall advise the Vendor of the number of Restricted Securities;
- (b) the Lead Manager must still comply with its obligations to pay to the Vendor the amount provided under clause 2.4 but the portion of that amount that is equal to the number of any Restricted Securities multiplied by the Sale Price will be provided to the Vendor as an interest free loan (**Advance Amount**);
- (c) the Vendor is only required to repay the Advance Amount from and to the extent it receives proceeds from the sale of the Restricted Securities under this clause 2.2, and the Vendor is not responsible for any shortfall in repayment from the process of the sale of the Restricted Securities and the Lead Manager will bear the loss arising from any such shortfall;
- (d) the Lead Manager must procure purchasers for any Restricted Securities as agent for the Vendor in the ordinary course of the Lead Manager's business prior to 7.00pm on the date that is 60 Business Days after the date of this agreement (**End Date**), with settlement of the sale of the Restricted Securities occurring on or before the second Business Day following the sale of the relevant Restricted Securities;
- (e) the Vendor will transfer Restricted Securities in accordance with the directions of the Lead Manager to settle those sales; and
- (f) the Lead Manager is entitled to apply, by way of set off, the proceeds from the purchase of the Restricted Securities against the Advance Amount, immediately upon the Lead Manager's receipt of those proceeds. The Advance Amount will not be repayable in any circumstances in respect of Restricted Securities not sold by the End Date.

The parties acknowledge that the Lead Manager does not acquire any "interest" (including within the meaning of FATA) or "relevant interest" (within the meaning of the Corporations Act) or "company interest" (within the meaning of the BSA) in, or rights in respect of (whether by way of security or otherwise), any Restricted Securities, except to act as agent for the Vendor in procuring the sale of those securities, and does not have the power to require that any Restricted Securities be transferred to it (or its associates) or to its order as referred to in FATA or the BSA.

## 2.3 Sale and Settlement Date

The Lead Manager shall procure that the sale of the Sale Securities under clause 2.1 shall be effected:

- (a) subject to clause 2.3(b), on the Trade Date (as specified in the Timetable in Schedule 1), by way of one or more special crossings (in accordance with the ASX

Operating Rules) at the Sale Price, with settlement to follow on a T+2 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**); and

- (b) in respect of any Restricted Securities, in accordance with clause 2.2.

#### 2.4 Sale Securities

Subject to clause 9, by 3.00pm on the Settlement Date, the Lead Manager shall arrange for the payment to the Vendor of an amount equal to:

- (a) the Sale Price multiplied by the number of Sale Securities sold under clause 2.1(a); and
- (b) the Sale Price multiplied by the number of Balance Securities under clause 2.1(b),

less any fees and costs payable under clause 3 by transfer to such bank account(s) as may be notified by the Vendor for value (in cleared funds) against delivery of the Sale Securities (excluding the Restricted Securities, if any).

#### 2.5 Timetable

The Lead Manager must conduct the Sale in accordance with the Timetable set out in Schedule 1 (unless the Vendor consents in writing to a variation).

#### 2.6 Account Opening

On the date of this agreement the Lead Manager or its nominated Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Securities in accordance with this agreement.

#### 2.7 Manner of Sale

- (a) **Exempt investors.** The Lead Manager will conduct the Sale by way of an offer only to persons that the Lead Manager reasonably believes are persons:
- (i) if in Australia, who do not need disclosure under Part 6D.2 or Part 7.9 of the Corporations Act 2001 (Cth) (**Corporations Act**); and
  - (ii) if outside Australia, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendor, in its sole and absolute discretion, is willing to comply).
- (b) **U.S. offering restrictions.** The Sale Securities shall only be offered and sold to persons that the Lead Manager reasonably believes are persons:
- (i) that are not in the United States and are not acting for the account or benefit of persons in the United States, in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act of 1933 (**U.S. Securities Act**)) in reliance on Regulation S under the U.S. Securities Act (**Regulation S**); and
  - (ii) that are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not in the United States for which they have, and are

exercising, investment discretion within the meaning of Rule 902(k)(2)(i) of Regulation S (**Eligible U.S. Fund Managers**) in reliance on Regulation S.

- (c) **Confirmation letter.** The Lead Manager agrees it will only sell the Sale Securities (other than any Restricted Securities sold in regular brokered transactions on the ASX in accordance with clause 2.3) to persons specified in clause 2.7(b)(ii) that execute a letter on or prior to the Settlement Date in the form agreed in writing by the Vendor and the Lead Manager (and as may be amended by mutual agreement in writing, such agreement not to be unreasonably withheld or delayed) (**Confirmation Letter**).

### 3. **[Not used]**

### 4. **Fees and costs**

- (a) In consideration of performing its obligations under this agreement the Lead Manager shall be entitled to such fees as the parties agree.
- (b) The parties will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this agreement and the transactions contemplated by it.

### 5. **Representations and Warranties**

#### 5.1 **Representations and warranties by Vendor**

As at the date of this agreement and on each day until and including the Settlement Date (or in the case where clause 2.2 applies in respect of the Lead Manager, 2 Business Days after the End Date), the Vendor represents and warrants to the Lead Manager that each of the following statements is true, accurate and not misleading.

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(ownership, encumbrances)** it is the registered holder and sole legal owner of the Sale Securities and will transfer the full legal and beneficial ownership of those Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (f) **(information)** all information provided by the Vendor to the Lead Manager in relation to the Sale, the Sale Securities and the Company is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;

- (g) **(Sale Securities)** following sale by it, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of the Company, including in respect of an entitlement to dividends;
- (h) **(quotation)** the Sale Securities are quoted on the financial market operated by the ASX;
- (i) **(control)** the Vendor does not control the Company within the meaning of section 50AA of the Corporations Act and the Sale Securities may be offered for sale on the financial market operated by ASX without disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act;
- (j) **(no inside information)** at the time of execution of this agreement by the Vendor, other than information relating to the Sale, the Vendor is not in possession of any non-public information or information which is not generally available which, if it were generally available, a reasonable person would expect to have a material effect on the price or value of the Sale Securities or other securities in the Company and the sale of the Sale Securities will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (k) **(power to sell)** it has the corporate authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (l) **(breach of law)** the Vendor will not, in connection with the Sale of the Sale Securities or the transactions the subject of this agreement, commit, be involved in or acquiesce in any activity which breaches its constitution, the Corporations Act, the FATA, the BSA or any other applicable law, the applicable ASX Listing Rules or any applicable legally binding requirement of the Australian Securities and Investments Commission;
- (m) **(wholesale client)** it is a "wholesale client" within the meaning of section 761G of the Corporations Act;
- (n) **(no general solicitation or general advertising)** none of it, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has offered or sold, or will offer or sell, any of the Sale Securities in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering of the Sale Securities in the United States within the meaning of section 4(a)(2) of the U.S. Securities Act;
- (o) **(no directed selling efforts)** with respect to those Sale Securities sold in reliance on Regulation S, none of it, any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (p) **(no stabilisation or manipulation)** neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (q) **(OFAC)** neither the Vendor nor to the best of its knowledge, after due enquiry any director, officer, agent, employee or Affiliate or other person acting on behalf of the Vendor is currently subject to any sanctions administered or enforced by the Office



of Foreign Assets Control of the US Department of the Treasury, the Commonwealth of Australia, the United Nations Security Council, His Majesty's Treasury, the Swiss Federal Secretariat For Economic Affairs, the European Union or any of its Member States, or other relevant sanctions authority (**Sanctions**), or located, organised or resident in a country or territory that is the subject of Sanctions; and the Vendor will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available these proceeds to any subsidiary, joint venture partner or other person or entity, to fund or facilitate any activities of any person or entity or in any country or territory that is subject to any Sanctions, or in any other manner that will result in a violation of Sanctions by any person participating in the Sale (whether as a Lead Manager, placing agent, investor, adviser or otherwise);

- (r) **(anti-money laundering)** the operations of the Vendor are and have been conducted at all times in compliance with all financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the **Money Laundering Laws**) to the extent that they apply to the Vendor and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Vendor or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened; and
- (s) **(no bribery)** neither the Vendor or, to the best of its knowledge after due enquiry any director, officer, employee, Affiliate or other person acting on behalf of the Vendor has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, or (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case, in violation of any applicable law, including, but not limited to the United States Foreign Corrupt Practices Act of 1977 if it is applicable.

## 5.2 Representations and warranties of Lead Manager

As at the date of this agreement and on each day until and including the Settlement Date (or in the case where clause 2.2 applies in respect of the Lead Manager, 2 Business Days after the End Date), the Lead Manager represents to the Vendor that each of the following statements is correct.

- (a) **(body corporate)** It is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement;
- (e) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

- (f) **(no registration)** it acknowledges that the offer and sale of the Sale Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, persons in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (g) **(no general solicitation or general advertising)** none of it, its Affiliates nor any person acting on behalf of any of them has solicited offers for or offered to sell, and none of them will solicit offers for, or offer or sell, the Sale Securities in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (h) **(no directed selling efforts)** with respect to those Sale Securities sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act); and
- (i) **(no stabilisation or manipulation)** neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law.

(i)

### 5.3 Reliance

Each party giving a representation and warranty acknowledges that the other party has relied on the above representations and warranties in entering into this agreement and will continue to rely on these representations and warranties in performing their obligations under this agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this agreement.

### 5.4 Notification

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Securities:

- (a) any material change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or materially incorrect.

### 5.5 Disclosure to potential purchasers

The Vendor authorises the Lead Manager to notify potential purchasers of the representations and warranties contained in clause 5.1, and also authorises the Lead Manager to disclose the identity of the Vendor to potential purchasers.

## 6. Moratorium

- (a) The Vendor represents, warrants and undertakes that it will not, unless otherwise waived by the Lead Manager in writing, from the date of this agreement until 4.30pm on the 7<sup>th</sup> calendar day from the date of this agreement (**Escrow Period**), Deal in all or any of the fully paid ordinary shares held by it in the Company (**Remaining Securities**) at the time of settlement of the Sale of the Sale Securities pursuant to this agreement, excluding:

- (i) transactions in order to satisfy demand from eligible shareholders under a Company initiated dividend or distribution reinvestment plan;
  - (ii) a repurchase (whether by buy-back, reduction of capital or other means) of Remaining Securities by the Company;
  - (iii) any acceptance by the Vendor of a takeover offer for the Company in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
  - (iv) a sale, transfer or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of the ordinary shares of the Company;
  - (v) the sale of any Restricted Securities in accordance with the terms of this agreement; or
  - (vi) a sale, transfer or disposal to an Affiliate of the Vendor that is subject to a representation, warranty or undertaking on substantially the same terms as this clause 5.2 in respect of the Remaining Securities sold, transferred or disposed. For the avoidance of doubt, any agreement by the Affiliate will be in respect of the Escrow Period.
- (b) Each party to this agreement acknowledges that the representation, warranty and undertaking in clause 6(a) is not intended to and does not give the Lead Manager any power to dispose of, or control the disposal of, the Remaining Securities and to the extent that the Lead Manager would be in breach of applicable laws to have such power, a breach of the representation, warranty and undertaking those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for a breach of the representation, warranty and undertaking.
- (c) Each party to this agreement acknowledges that the representation, warranty and undertaking in clause 6(a) has been provided to only address the financial consequences of the Vendor disposing of, or dealing with, any Remaining Securities held by it. Each party to this agreement acknowledges that the Lead Manager is not entitled to a remedy of specific performance for a breach of the representation, warranty and undertaking in clause 6(a). For the purposes of this clause 5.2, "Deal" in respect of the "Remaining Securities" means:
- (i) sell, assign, transfer or otherwise dispose of;
  - (ii) agree to offer to sell, assign, transfer or otherwise dispose of;
  - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Vendor to sell, assign, transfer or otherwise dispose of; or
  - (iv) decrease or agree to decrease an economic interest in,  
the Remaining Securities.

## 7. Indemnity

- 7.1 The Vendor agrees with the Lead Manager that it will keep the Lead Manager and its Related Bodies Corporate (as that term is defined in the Corporations Act), and their respective directors, officers and employees (**Indemnified Parties**) indemnified against any losses,

damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) (**Losses**) to the extent that such Losses are incurred in connection with the Sale or as a result of a breach of this agreement by it, including any breach of any of the above representations, warranties or undertakings given by it.

**7.2** The indemnity in clause 7.1 does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses have resulted from:

- (a) any fraud, wilful default or gross negligence of the Indemnified Party; or
- (b) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law.

**7.3** The Lead Manager shall not and shall procure that any Indemnified Party shall not make any admission of liability or settlement of any proceedings, action, demand or claim in respect of which the indemnity in clause 7.1 may apply, without the prior written consent of the Vendor (such consent not to be unreasonably withheld or delayed). The Vendor shall not make any admission of liability or settlement of any proceedings, action, demand or claim in respect of which the indemnity in clause 7.1 may apply, without the prior written consent of the Lead Manager (such consent not to be unreasonably withheld or delayed).

**7.4** The indemnity in clause 7.1 is a continuing obligation, separate and independent from the other obligations of the parties under this agreement and survives termination or completion of this agreement. It is not necessary for the Lead Manager to incur expense or make payment before enforcing that indemnity.

**7.5** The indemnity in clause 7.1 is granted to the Lead Manager both for itself and on trust for each of the Indemnified Parties.

## **8. Announcements**

The Vendor and the Lead Manager will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Securities. The prior written consent of the Vendor must be obtained prior to the Lead Manager making any release or announcement or engaging in publicity in relation to the Sale prior to the Settlement Date and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other applicable jurisdiction.

## **9. Event of termination**

### **9.1 Right of termination.**

If, at any time during the period commencing on execution of this agreement and ending on 10.00am on the Trade Date any of the following events occur, then the Lead Manager may terminate this agreement without cost or liability to itself by giving written notice to the Vendor:

- (a) **(ASX actions)** ASX does any of the following:
  - (i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
  - (ii) removes the Company from the official list of ASX; or
  - (iii) suspends the trading of same class of securities as the Sale Securities for any period of time;

- (b) **(ASIC inquiry into Sale)** ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry in relation to the Sale;
- (c) **(breach)** the Vendor is in default of any of the terms and conditions of this agreement or breaches any representation, warranty or undertaking given or made by it under this agreement;
- (d) **(Banking moratorium)** a general moratorium on commercial banking activities in Australia, the United States, Singapore, Hong Kong or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries;
- (e) **(Change in laws)** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, or any Minister or other government authority in Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this agreement);
- (f) **(Markets)** trading in all securities quoted or listed on ASX, the Hong Kong Stock Exchange, the London Stock Exchange, the Singapore Stock Exchange or the New York Stock Exchange is suspended or there is a material limitation of trading in those exchanges; or
- (g) **(Hostilities)** there is an outbreak or major escalation of hostilities in any part of the world, whether war has been declared or not, involving any one or more of Australia, the United States, the United Kingdom, Japan, Hong Kong, Singapore, China, Russia or any member country of the European Union, a national emergency is declared by any of those countries or a there is a major escalation of a national emergency by any of those countries, or a significant act or acts of terrorism is perpetrated against any of those nations anywhere in the world.

## 9.2 Materiality

No event listed in clauses 9.1(c), 9.1(d), 9.1(e), 9.1(f) or 9.1(g) entitles the Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
  - (i) the willingness of persons to purchase the Sale Securities; or
  - (ii) the price at which ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

## 9.3 Effect of termination

Where, in accordance with this clause 9, the Lead Manager terminates its obligations under this agreement:

- (a) the obligations of the Lead Manager under this agreement immediately end; and
- (b) any entitlements of the Lead Manager accrued under this agreement, including the right to be indemnified, up to the date of termination survive.

## **10. Miscellaneous**

### **10.1 Entire agreement**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

### **10.2 Governing law**

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

### **10.3 Assignment and transfer**

No party may assign or otherwise deal with its rights or obligations under this agreement without the prior written consent of the other party, except that the Lead Manager may novate all of its rights and obligations under this agreement to another UBS entity, and the Vendor agrees and consents to such novation. The Vendor agrees that the Lead Manager will be released from its obligations under this agreement on giving notice to the Vendor that the novation has been effected.

For the avoidance of doubt, references to any party to this agreement includes references to its respective successors and permitted assigns.

### **10.4 Notices**

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing. Notices shall be delivered by email as indicated below.

### **10.5 Affiliates**

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

### **10.6 Business Day**

In this agreement "Business Day" means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

### **10.7 Interpretation**

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to "dollars" and "\$" is to Australian currency;

(d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, severally and not jointly and severally; and

(e) all references to time are to Sydney, New South Wales, Australia time.

#### **10.8 Severability**

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

#### **10.9 Waiver and variation**

A provision of or right vested under this agreement may not be:

(a) waived except in writing signed by the party granting the waiver, or

(b) varied except in writing signed by the parties.

#### **10.10 No merger**

The rights and obligations of the parties will not merge on the termination or expiration of this agreement. Any provision of this agreement remaining to be performed or observed by a party, or having effect after the termination of this agreement for whatever reason remains in full force and effect and is binding on that party.

#### **10.11 Counterparts**

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

Each party agrees this agreement may be executed by electronic signature and exchanged by delivery by email or such other electronic means agreed in writing.

Each party who electronically signs this agreement agrees:

(a) the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature; and

(b) the electronic signature method is appropriately reliable for the purposes of executing this agreement.

#### **10.12 Acknowledgement**

The Vendor acknowledges that:

(a) the Lead Manager is not obliged to disclose to a Vendor or utilise for the benefit of the Vendor, any non-public information which the Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality or any internal Chinese wall policies of the Lead Manager;

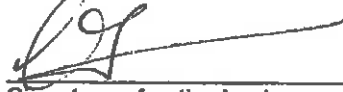
(b) without prejudice to any claim the Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee or agent of the Lead Manager in respect of any claim that the Vendor may have against the Lead Manager;

- (c) it is contracting with the Lead Manager on an arm's length basis to provide the services described in this agreement and the Lead Manager has not and is not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this agreement;
- (d) the Lead Manager and its related bodies corporate and Affiliates comprise a full service financial institution engaged in securities trading and brokerage activities, as well as providing corporate advisory, financing, asset management, financing, and financial advisory services and other financial products and services to a wide range of companies and individuals. In the ordinary course of these activities, the Lead Manager, its Affiliates, and their employees and officers in their personal capacity, may at any time hold long and short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities or senior loans or other financial products of the Vendor, or any other party that may be involved in the Sale. The Vendor consents to these persons undertaking such activities and effect such transactions without regard to the relationship with the Vendor established by this agreement or the Vendor's interests under this agreement and regardless of any conflict of interest (whether actual, perceived or potential) that may arise as a result of such activity;
- (e) the Lead Manager has not provided any legal, accounting, regulatory or tax advice with respect to the Sale and the Vendor has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate;
- (f) any advice, whether written or oral, given by Lead Manager to the Vendor or any communications between the Lead Manager and the Vendor can only be used and relied on by the Issuer and may not be used or relied on by any third party and may not, except to the extent required by law, be disclosed to any third party without the prior written approval of the Lead Manager (other than to the Vendor's professional advisers who may place no reliance on such advice and must keep such advice confidential); and
- (g) without derogating from each party's obligations under this agreement, the Lead Manager as principal may have interests that differ from those of the Vendor and may take into account any factors including those solely in its interest as principal it considers appropriate in exercising its discretions or rights under this agreement.



Yours sincerely,

**Signed for and on behalf of  
UBS Securities Australia Limited**  
by its duly authorised representatives:



Signature of authorised representative

Colin O'Shaughnessy  
Name of authorised representative (please print)



Signature of authorised representative

Richard Wilks.  
Name of authorised representative (please print)

**Accepted and agreed to as of the date of this agreement:**

**Signed by Contemporary Amperex Technology (Hong Kong) Limited:**

Handwritten signature in cursive script, including Chinese characters.

Signature of executive director

YIU KUNG CHAU

Full name of executive director

## Schedule 1

### Timetable

<b>Key events</b>	<b>Date</b>
Books open	27 February 2023
Books close	27 February 2023
Trade Date (T) (Special crossing/s by)	28 February 2023
Settlement Date (T + 2)	2 March 2023