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MMG LIMITED
五礦資源有限公司

(Incorporated in Hong Kong with limited liability)

(STOCK CODE: 1208)

**CONNECTED TRANSACTION
KHOEMACAU CONCENTRATE PLANT AND BOXCUT MINING
INFRASTRUCTURE SUPPLY AGREEMENT AND
SECOND CONSTRUCTION AGREEMENT**

SUPPLY AGREEMENT AND SECOND CONSTRUCTION AGREEMENT

Reference is made to the announcement of the Company dated 19 March 2026 in relation to the First Construction Agreement.

MMG is continuing to progress the development of construction for the Khoemacau expansion project at the Khoemacau mine which includes further construction of the Khoemacau concentrate plant and boxcut and mining infrastructure construction.

On 23 June 2026, Khoemacau Copper entered into the Supply Agreement, which includes entering into (1) the Supply Bilateral Agreement with MCC23 for the supply of goods for the construction of mining infrastructure at the Khoemacau mine, and (2) the Supply Tripartite Agreement with (a) MCC23 for the supply of concrete and materials for the construction of the boxcut and processing plant at the Khoemacau mine and (b) MCC15 for the supply of goods for the construction of the processing plant at Khoemacau mine.

On 23 June 2026, Khoemacau Copper entered into the Second Construction Agreement, which includes entering into (1) the Construction Bilateral Agreement with MCC23 Botswana for the construction of the mining infrastructure at the Khoemacau mine, and (2) the Construction Tripartite Agreement with (a) MCC Botswana for the construction of the boxcut and (b) MCC15 Botswana for the construction of the processing plant at Khoemacau mine.

LISTING RULES IMPLICATIONS

MCC23 Botswana is wholly-owned by MCC23, which in turn is wholly-owned by Minmetals Land Limited which is itself wholly-owned by CMC, the ultimate controlling shareholder of the Company. Therefore, MCC23 and MCC23 Botswana are connected persons of the Company under the Listing Rules. As a result, the Supply Agreement and the Second Construction

Agreement constitute connected transactions for the Company. For the avoidance of doubt, MCC15 and MCC15 Botswana are not connected persons of the Company.

As some of the relevant percentage ratios in respect of the Supply Agreement and the Second Construction Agreement are more than 0.1% but all are less than 5% (including when aggregated with the First Construction Agreement and other pre-existing connected transactions), such connected transactions are subject to the reporting, annual review and announcement requirements but are exempt from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

MMG is continuing to progress the construction of the Khoemacau expansion project at the Khoemacau mine which includes construction of the mining infrastructure.

SUPPLY AGREEMENT

On 23 June 2026, Khoemacau Copper entered into the Supply Agreement with MCC23 for the supply of construction materials for the processing plant and the boxcut at Khoemacau mine.

The principal terms of the Supply Agreement are set out below.

Parties	: Khoemac <u>au</u> Copper and MCC23 for the Supply Bilateral Agreement; and Khoemac <u>au</u> Copper, MCC23 and MCC15 for the Supply Tripartite Agreement
Scope of work	: MCC23 is to supply concrete for the processing plant and construction materials for the boxcut at the Khoemac <u>au</u> mine, and MCC15 is to supply all other materials required for the construction of the processing plant at the Khoemac <u>au</u> mine
Term	: 24 months, commencing on 23 June 2026
Consideration	: Pursuant to the Supply Bilateral Agreement, Khoemac <u>au</u> Copper shall pay a total of US\$76.3 million (equivalent to HK\$595.1 million) to MCC23, and pursuant to the Supply Tripartite Agreement, Khoemac <u>au</u> Copper shall pay US\$30.8 million (equivalent to HK\$240.2 million) to MCC15 for services rendered
Payment Terms	: Payments to MCC23 <ul style="list-style-type: none">• US\$9.1 million of the contracted value as an advance payment (provided that an advance payment security, and project reports are provided by MCC23 as required). This will later be deducted from delivery payment;

- up to 85% of the contracted value will be a delivery payment and payable on a pro rata (including the advance payment) based on the level of completion of the scope of work;
- 10% of the contracted value will be payable after practical completion; and
- 5% of the contracted value will be payable after the expiry of the warranty period.

Payments to MCC15

- US\$7.5 million of the contracted value as an advance payment (provided that an advance payment security, and project reports are provided by MCC15 as required). This will later be deducted from delivery payment;
- up to 85% of the contracted value will be a delivery payment and payable on a pro rata (including the advance payment) based on the level of completion of the scope of work;
- 10% of the contracted value will be payable after practical completion; and
- 5% of the contracted value will be payable after the expiry of the warranty period.

Advance payment security : US\$9.1 million by MCC23 and US\$7.5 million by MCC15

SECOND CONSTRUCTION AGREEMENT

On 19 March 2026, the Company announced that Khoemacau Copper entered into the First Construction Agreement with MCC23 Botswana for the construction of the mining infrastructure at Khoemacau mine.

On 23 June 2026, Khoemacau Copper entered into a Second Construction Agreement for the further construction of the concentrate plant and boxcut mining infrastructure at Khoemacau mine.

The principal terms of the Second Construction Agreement are set out below.

Parties : Khoemacau Copper and MCC23 Botswana for the Construction Bilateral Agreement; and

Khoemacau Copper, MCC23 Botswana and MCC15 Botswana for the Construction Tripartite Agreement

Scope of work : Provision of construction services by MCC23 Botswana for the further construction of the processing plant and boxcut

mining infrastructure at the Khoemacau mine and MCC15 Botswana for the construction of the processing plant at Khoemacau mine

Term : 24 months, commencing on 23 June 2026

Consideration : Pursuant to the Construction Bilateral Agreement, Khoemacau Copper shall pay a total of US\$104.5 million (equivalent to HK\$815.1 million) to MCC23 Botswana, and pursuant to the Construction Tripartite Agreement, Khoemacau Copper shall pay US\$41.1 million (equivalent to HK\$320.6 million) to MCC15 Botswana for services rendered

Payment Terms : Payments to MCC23 Botswana

- US\$12.7 million of the contracted value as an advance payment (provided that an advance payment security, performance security, and project reports are provided by the MCC23 Botswana as required). This will later be deducted from the progress payment;
- up to 80% of the contracted value will be payable on a pro rata monthly basis (including the advance payment) based on the level of completion of the scope of work;
- 5% practical completion payment;
- 10% final settlement payment; and
- 5% of the contracted value will be payable after the expiry of the warranty period.

Payments to MCC15 Botswana

- US\$6.9 million of the contracted value as an advance payment (provided that an advance payment security, performance security, and project reports are provided by the MCC15 Botswana as required). This will later be deducted from the progress payment;
- up to 80% of the contracted value will be payable on a pro rata monthly basis (including the advance payment) based on the level of completion of the scope of work;
- 5% of the contracted value will be payable after practical completion;
- 10% final settlement payment; and

- 5% of the contracted value will be payable after the expiry of the warranty period.

Advance payment security US\$12.7 million by MCC23 Botswana and US\$6.9 million to MCC15 Botswana

Performance security US\$6.3 million by MCC23 Botswana and US\$4.1 million to MCC15 Botswana

In order to determine the award of the Supply Agreement and the Second Construction Agreement, twelve vendors were invited to tender. Khoemaçau Copper determined that six vendors met its internal requirements and progressed to the selection process. The selection process involved a comprehensive evaluation method, with a weighting of 40% given to non-price factors including capacity of the company, engineering performance, key management personnel, construction organisation, health safety and environment management, quality assurance and quality control management, integrated logistics and a weighting of 60% given to the bidding price.

Following the evaluation, MCC23 and MCC15 emerged as the top-ranked bidders for the supply of goods for the construction of the Khoemaçau mining infrastructure. After evaluation of the plan proposed for both the supply and construction services by MCC23 and MCC15, and taking into consideration that MCC23 and MCC15 are two of the largest contractors in the mining sector, with extensive experience and a strong track record, the combination of strengths positioned MCC23 and MCC15 as the most suitable choice for the project.

The Supply Agreement and the Second Construction Agreement have been negotiated on an arm's length basis and are considered by management to reflect normal commercial terms, with fair and reasonable pricing, and are considered to be in the best interests of the shareholders.

The pricing mechanisms of the Supply Agreement and the Second Construction Agreement have been reviewed and considered by the executive committee of the Company and approved by the independent non-executive directors (INEDs). The Directors (including the INEDs) consider that the terms agreed for the Supply Agreement and the Second Construction Agreement, respectively, are at least as favourable to the Company as those of other independent parties taking part in the competitive tender process, and that it is in the best interests of the Company, when compared with alternative suppliers as demonstrated through its competitive tender process, to award the Supply Agreement and the Second Construction Agreement to their respective counterparties.

REASONS FOR AND BENEFITS OF THE SUPPLY AGREEMENT AND THE SECOND CONSTRUCTION AGREEMENT

The entering into of the Supply Agreement and the Second Construction Agreement has the benefit of delivery of construction materials and services necessary for the construction of the Khoemaçau mining infrastructure, which are on terms that are in the commercial interests of the Group.

The terms of the Supply Agreement and the Second Construction Agreement have been reviewed and approved by the Directors (including the INEDs but excluding the Interested Directors), who

are of the view that the terms of the Supply Agreement and the Second Construction Agreement and the transactions contemplated thereunder are on normal commercial terms, in the ordinary and usual course of business of the Group, and are fair and reasonable and in the interests of the Company and its shareholders as a whole.

The Interested Directors, each holding position(s) at CMC and/or CMN, have abstained from voting on the Board resolution approving the Supply Agreement and the Second Construction Agreement in order to avoid any possible conflict of interest.

LISTING RULES IMPLICATIONS

MCC23 Botswana is wholly-owned by MCC23. MCC23 is a wholly-owned by Minmetals Land Limited which in turn is wholly-owned by CMC, the ultimate controlling shareholder of the Company. Therefore, MCC23 and MCC23 Botswana are connected persons of the Company under the Listing Rules. As a result, the Supply Agreement and the Second Construction Agreement constitute connected transactions for the Company. For the avoidance of doubt, MCC15 and MCC15 Botswana are not connected persons of the Company.

Khoemacau Copper and MCC23 Botswana were also parties to the First Construction Agreement, which was disclosed as a connected transaction of the Company on the Stock Exchange on 19 March 2026. As such, the Supply Agreement and the Second Construction Agreement are required to be aggregated with the First Construction Agreement. The First Construction Agreement has a term of 24 months, commencing on 19 March 2026 and with a contract sum of approximately US\$31.5 million (equivalent to approximately HK\$245.7 million).

As some of the relevant percentage ratios in respect of the Supply Agreement and the Second Construction Agreement are more than 0.1% but all are less than 5% (including when aggregated with the First Construction Agreement and other pre-existing connected transactions as disclosed in the announcement dated 19 March 2026), such connected transactions are subject to the reporting, annual review and announcement requirements but are exempt from the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

INFORMATION ABOUT THE GROUP

The Group is engaged in the exploration, development and mining of copper, zinc, gold, silver, molybdenum, lead and cobalt deposits around the world.

INFORMATION ABOUT MCC23 AND MCC23 BOTSWANA

MCC23 Botswana is a wholly-owned subsidiary of MCC23. MCC23 is a wholly-owned subsidiary of Minmetals Land Limited which in turn is wholly-owned by CMC, the ultimate controlling shareholder of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise.

Board	the board of directors of the Company
CMC	中國五礦集團有限公司 (China Minmetals Corporation), a state-owned enterprise incorporated under the laws of the PRC and the ultimate controlling shareholder of the Company
CMN	五礦有色金屬股份有限公司 (China Minmetals Non-ferrous Metals Co., Ltd.), a company incorporated under the laws of the PRC and a controlling shareholder of the Company
Company or MMG	MMG Limited, a company incorporated in Hong Kong, the securities of which are listed and traded on the main board of the Stock Exchange
connected person	has the meaning ascribed to it under the Listing Rules
Construction Bilateral Agreement	the agreement dated 23 June 2026 entered into between Khoemacau Copper and MCC23 Botswana for the construction of the mining infrastructure at the Khoemacau mine
Construction Tripartite Agreement	the agreement dated 23 June 2026 entered into between Khoemacau Copper, MCC23 Botswana and MCC15 Botswana for the construction of the construction of the boxcut and processing plant at the Khoemacau mine
controlling shareholder	has the meaning ascribed to it under the Listing Rules
Director(s)	the director(s) of the Company
First Construction Agreement	the construction agreement entered into between Khoemacau Copper and MCC23 Botswana for construction of the Khoemacau concentrate plant and boxcut and mining infrastructure, which was announced on the Stock Exchange of Hong Kong on 19 March 2026
Group	the Company and its subsidiaries from time to time
Hong Kong	the Hong Kong Special Administrative Region of the PRC
Interested Directors	Zhao Jing Ivo, Cao Liang, Yue Wenjun, Song Qian and Zhang Shuqiang

Khoemac <u>au</u> Copper	Khoemac <u>au</u> Copper Mining Proprietary Limited, a company incorporated in the Republic of Botswana, a subsidiary of MMG and the operator of the Khoemac <u>au</u> Mine
MCC15	China 15th Metallurgical Construction Group Co., Ltd., a company incorporated in PRC
MCC15 Botswana	Swy Botswana Engineering Proprietary Limited, a company incorporated in the Republic of Botswana
MCC23	五礦二十三冶建設集團有限公司 (The 23rd Metallurgical Construction Group Co., Ltd.), a company incorporated under the laws of PRC and a wholly-owned subsidiary of Minmetals Land Limited which in turn is wholly-owned by CMC
MCC23 Botswana	The 23rd Metallurgical Construction Group Co., Ltd. of Minmetals, a company incorporated in the Republic of Botswana and a wholly-owned subsidiary of MCC23
Listing Rules	the Rules Governing the Listing of Securities on the Stock Exchange
PRC	the People's Republic of China (for the purpose of this announcement, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan)
Stock Exchange	The Stock Exchange of Hong Kong Limited
subsidiary(ies)	has the meaning ascribed to it under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
Second Construction Agreement	the Construction Bilateral Agreement and the Construction Tripartite Agreement
Supply Agreement	the Supply Bilateral Agreement and the Supply Tripartite Agreement
Supply Bilateral Agreement	the supply agreement dated 23 June 2026 entered into between Khoemac <u>au</u> Copper and MCC23 for the supply of goods for the construction of mining infrastructure at the Khoemac <u>au</u> mine
Supply Tripartite Agreement	the supply agreement dated 23 June 2026 entered into between Khoemac <u>au</u> Copper, MCC23 and MCC15 for the supply of concrete and materials for the construction of the boxcut and processing plant at the Khoemac <u>au</u> mine and the supply of goods for the construction of the processing plant at Khoemac <u>au</u> mine
%	per cent.

Unless otherwise specified, conversion of US\$ into HK\$ in this announcement is based on the exchange rate of US\$1.00 = HK\$7.8 for the purpose of illustration only. No representation is made and there is no assurance that US\$ or HK\$ can be purchased or sold at such rate.

By order of the Board
MMG Limited
Zhao Jing Ivo
CEO and Executive Director

Hong Kong, 23 June 2026

As at the date of this announcement, the Board comprises nine directors, of which two are executive directors, namely Mr Zhao Jing Ivo and Mr Qian Song; three are non-executive directors, namely Mr Zhang Shuqiang, Mr Cao Liang (Chairman) and Mr Yue Wenjun; and four are independent non-executive directors, namely Dr Peter William Cassidy, Mr Leung Cheuk Yan, Mr Chan Ka Keung, Peter and Ms Chen Ying.