14 September 2023

YANCOAL AUSTRALIA LTD

and

YANCOAL INTERNATIONAL TRADING CO., LTD.

2023 YIT FRAMEWORK AGREEMENT FOR COAL SALES

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THIS AGREEMENT is made on 14 September 2023

BETWEEN:

(1) **YANCOAL AUSTRALIA LTD**, a company incorporated under the laws of Australia with limited liability, whose registered office is at Level 18, Darling Park 2, 201 Sussex Street, Sydney, NSW 2000, Australia (the ***Company***); and

(2) **YANCOAL INTERNATIONAL TRADING CO., LTD.**, a company limited by shares incorporated in Hong Kong, whose registered office is at Room 2007, Tower One, Lippo Centre, 89 Queensway, Hong Kong (***YIT***),

(each, a ***Party*** and together, the ***Parties***).

WHEREAS:

(A) YIT Group has entered into, and will continue to enter into, Transactions in the ordinary and usual course of business with companies which are members of the Group.

(B) Under the Rules Governing the Listing of Securities on the HK Stock Exchange, members of the YIT Group are deemed to be connected persons of the Company and the Transactions constitute continuing connected transactions of the Company.

(C) The Parties agree that the YIT Group and the Group shall enter into, renew or extend agreements in respect of all Transactions on the terms of this Agreement and in accordance with the Listing Rules.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the Recitals) the following words and expression shall, unless the context otherwise requires, have the following meanings:

Applicable Laws means and includes all applicable laws, rules, regulations, orders, judgements, decrees, guidelines, opinions, notices, circulars or rulings of any court, Governmental Authority;

ASX means Australian Securities Exchange Ltd;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks in Hong Kong, Australia and the PRC are open for normal banking business;

connected person has the meaning given to it in the Rules Governing the Listing of Securities on the HK Stock Exchange;

connected transaction has the meaning given to it in the Rules Governing the Listing of Securities on the HK Stock Exchange;

Effective Date means 1 November 2023;

Governmental Authority means any public, regulatory, taxing, administrative or governmental, agency or authority (including, without limitation, the HK Stock Exchange, the Securities and Futures Commission and the ASX), other authority and any court at the national, provincial, municipal or local level;

Group means the Company and its subsidiaries from time to time;

HK Stock Exchange means The Stock Exchange of Hong Kong Limited;

Hong Kong means the Hong Kong Special Administrative Region of the PRC;

Listing Rules means the Rules Governing the Listing of Securities on the HK Stock Exchange and the rules of the ASX, as amended and supplemented from time to time;

PRC means the People's Republic of China, which, for the purpose of this Agreement, excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

Separate Coal Sales Agreement(s) means separate agreement(s) which may be entered into between any member(s) of the Group and any member(s) of the YIT Group from time to time in relation to any of the Transactions at any time during the term of this Agreement;

Shares means ordinary shares in the capital of the Company;

Transactions means all existing and future transactions between members of the YIT Group and members of the Group relating to the sales of coal by the Group to the YIT Group; and

YIT Group means YIT and its associates (as defined under the Rules Governing the Listing of Securities on the HK Stock Exchange), but excludes Yankuang Energy Group Co., Ltd and/or its subsidiaries).

1.2 In this Agreement, unless the context otherwise requires:

(a) references to the singular includes a reference to the plural and *vice versa*;

(b) references to any Recital or Clause is to a recital or clause (as the case may be) of, or to, this Agreement; and

(c) the headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. CONDITIONALITY

If required under the Listing Rules, this Agreement shall be conditional on the Company obtaining the approval of the independent shareholders of Company for the transactions contemplated under this Agreement (including the annual caps in respect of such transactions) and receipt of all regulatory and corporate approvals required by Yankuang Energy Group Co., Ltd for entering into this Agreement.

3. GENERAL TERMS FOR TRANSACTIONS

3.1 At any time during the term of this Agreement, the relevant members of the Group and relevant members of the YIT Group may from time to time enter into Separate Coal Sales Agreement(s) in relation to any Transaction(s) upon, and subject to, the terms and conditions in compliance with those of this Agreement as may be agreed between the relevant members.

For the avoidance of doubt, all existing agreements between the relevant members of the Group and the relevant members of the YIT Group in respect of the Transactions (to the extent they cover Transactions after the Effective Date) shall be treated as Separate Coal Sales Agreements made pursuant to this Agreement as from the Effective Date.

3.2 The Parties agree that, from the Effective Date, the Transactions shall be conducted:

(a) in the ordinary and usual course of business of the Group and the YIT Group;

(b) on an arm's length basis;

(c) on normal commercial terms or better with the sale price being determined with reference to market indices, adjusted for coal characteristics and a market comparative analysis to ensure the price is negotiated on an arm's length basis; and

(d) in compliance with all applicable provisions of the Listing Rules, Applicable Laws, this Agreement and the Separate Coal Sales Agreement(s).

3.3 The Parties agree that in the event of any conflict between the terms of this Agreement and the terms of any Separate Coal Sales Agreement, the terms of this Agreement shall prevail.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4.1 Each Party represents and warrants that it has full authority, power and capacity to enter into and perform its obligations under this Agreement.

4.2 For the principal purpose of enabling the Company to comply with its obligations under the Listing Rules, YIT undertakes to the Company to allow the Company's independent non-executive directors and auditors sufficient access to its records for the purpose of reporting on the Transactions. For such purpose, YIT shall use its reasonable endeavours to provide such information and assistance as the Company's independent non-executive directors and auditors may reasonably request. The Company shall notify YIT of any such review in writing at least 15 Business Days (or such other date as may be mutually agreed by the Parties) in advance.

5. DURATION AND TERMINATION

5.1 This Agreement shall commence on the Effective Date, and shall continue up to and including 31 October 2026 (the ***Initial Term***), unless terminated earlier in accordance with **Clause 5.3** or **5.4**. Subject to compliance with the applicable requirements of the Listing Rules or, alternatively, any waivers obtained from strict compliance with such requirements, upon expiration of the Initial Term or subsequent renewal term, this Agreement is automatically renewed for a successive period of three years thereafter (or such other period permitted under the Listing Rules).

5.2 Any renewal of this Agreement is subject to compliance with the then relevant requirements of the laws, rules and regulations to which either of the Parties is subject to, including, but not limited to, the Listing Rules in relation to connected transactions.

5.3 Either Party shall be entitled to terminate this Agreement with immediate effect if:

(a) YIT ceases to be a connected person of the Company, or the Transactions cease to be subject to the Rules Governing the Listing of Securities on the HK Stock Exchange in relation to connected transactions;

(b) the other Party commits a material breach of any material obligation under this Agreement and, in the case of a breach that is capable of remedy, fails to remedy that breach within 30 days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

(c) the other Party ceases to carry on the whole or any material part of its business and that cessation, in the reasonable opinion of the first Party, would be likely to affect adversely the other Party's ability to observe and perform properly and punctually any of its obligations under this Agreement.

For the purposes of **Clause (b)**, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time of performance.

5.4 This Agreement may be terminated by either Party giving to the other Party not less than three months' prior written notice to that effect.

5.5 The rights to terminate this Agreement given by this **Clause 5** shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

6. NOTICES

6.1 Any notice in connection with this Agreement shall be in English and Chinese and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (a) at the time of delivery, if delivered by hand, registered post or courier or (b) at the time of transmission if delivered by fax.

6.2 The addresses and fax numbers of the parties for the purpose of **Clause 6.1** are:

Company	Address: Level 18, Darling Park 2 201 Sussex Street Sydney, NSW 2000 Australia For the attention of: Company Secretary	Fax: +61 2 8583 5399
YIT	Address: Room 2007, Tower One Lippo Centre Queensway Hong Kong For the attention of: CHEN Changlin Director	Fax: +852 2808 2302

7. GENERAL

7.1 Each Party shall pay its own costs and expenses relating to the preparation, execution and performance by it of this Agreement and each document referred to in this Agreement.

7.2 Nothing in this Agreement shall create, or be deemed to create, any binding obligations between the Parties to enter into any Transactions.

7.3 Neither Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it without the prior written consent of the other Party.

7.4 This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

7.5 No amendment of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of the Parties.

7.6 Each of the provisions of this Agreement is severable. If any provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it by a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

7.7 Except as expressly provided in this Agreement, no failure or delay by either Party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

7.8 This Agreement and the Separate Coal Sales Agreement(s) contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties.

7.9 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of its terms.

7.10 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable, in whole or in part, in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of the remainder of and/or any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of the remainder and/or any other provision of this Agreement.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong.

8.2 The Parties agree that the courts of Hong Kong shall have non-exclusive jurisdiction to settle any proceedings, suits, disputes or actions which may arise out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed on the date first above written.

SIGNED by)
for and on behalf of)
YANCOAL AUSTRALIA LTD)

sign here ► 

Company Secretary/Director

print name Ning Zhang

sign here ► 

Director

print name Gregory James Fletcher

SIGNED by)
for and on behalf of)
YANCOAL INTERNATIONAL)
TRADING CO., LTD.)

sign here ►

Company Secretary/Director

print name

sign here ►

Director

print name

IN WITNESS WHEREOF this Agreement has been duly executed on the date first above written.

SIGNED by)
for and on behalf of)
YANCOAL AUSTRALIA LTD)

sign here ▶ _____ *sign here* ▶ _____

Company Secretary/Director Director

print name _____ *print name* _____

SIGNED by)
for and on behalf of)
YANCOAL INTERNATIONAL)
TRADING CO., LTD.)

sign here ▶ *sign here* ▶

Company Secretary/Director Director

print name LIU QINGYU *print name* CHEN CHANGLIN