

# 1、Opera Unite Pte. Ltd.软件公允价值追溯评估

合同编号: SF19576  
Contract No: SF 19576

## 估值委托合同 Valuation Entrustment Contract

委托人 (甲方) : Opera Unite Pte. Ltd.  
Entrusting Party (Party A): Opera Unite Pte. Ltd.

受托人 (乙方) : China Assets Appraisal CO.,LTD.  
Entrusted Party (Party B): China Assets Appraisal CO.,LTD.

签订地点: 17 / F, Guoxing building, 22 Shouti South Road,  
Haidian District, Beijing

Signed at: 17 / F, Guoxing building, 22 Shouti South Road,  
Haidian District, Beijing

签订时间:       年   月   日  
Date:



甲乙双方根据《中华人民共和国民法典》及《资产评估执业准则——资产评估委托合同》的规定，为明确双方的权利和义务，经双方协商同意并于上述日期签订本合同。本合同中甲方为：Opera Unite Pte. Ltd.。乙方为：China Assets Appraisal CO.,LTD.。

This Valuation Entrustment Contract (the "Agreement") is entered into between Opera Unite Pte. Ltd. (the "Entrusting Party" or "Party A") and China Assets Appraisal CO.,LTD. (the "Entrusted Party" or "Party B") on the date first above mentioned based on the provisions of the Civil Code of the People's Republic of China and the Asset Appraisal Standards – Asset Appraisal Entrustment Contract, for the purposes of specifying the rights and obligations of both Parties and upon consultation between the Parties.

Party A and Party B shall be referred to individually as "Party" and collectively as "Parties".

**一、 估值目的：**

I. Purpose of Valuation

Opera Unite Pte. Ltd.拟对 adx-dsp 于 2022 年 12 月 31 日的公允价值进行估值，为委托人提供参考。

Opera Unite Pte. Ltd. intends to evaluate the fair value of adx-dsp as at 31 December 2022 for reference purposes.

**二、 估值对象和估值范围：**

II. Objects of Valuation and Scope of Valuation:

估值对象：Adx-dsp

Valuation Objects: Adx-dsp

估值范围：Adx-dsp



Scope of Valuation: Adx-dsp

三、估值基准日:2022年12月31日。

III. Base Date of Valuation: 31 Dec. 2022

四、估值报告使用范围:

IV. Scope of Use of the Valuation Report

1.估值报告仅供甲方和甲方的代理人或者分支机构,和法律、行政法规规定的其他使用人使用,其他任何机构和个人不能成为估值报告使用人。

代理人是指甲方的经理,员工,董事,融资人,审计师,承保人,咨询师和顾问。分支机构是指甲方可以直接或间接地通过一个或者多个中介机构对某一公司或法人实体实施控制或者共同控制。控制是指具有直接或间接所有权,或者对某一公司或者法人实体具有超过50%以上的投票权。

The Valuation Report shall only be used by Party A, Party A' s Representatives or Affiliates, and other users as stipulated by laws and administrative regulations ( "Authorized Users" ). Other institution or individual shall not be users of the Valuation Report.

"Representatives" mean the officers, employees, directors, financiers, auditors, insurers, advisors and consultants of Party A. "Affiliates" mean with respect to Party A hereto, any company or legal entity which, whether directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with Party A. "Control" means direct or indirect ownership or more than 50% of the voting in a company of legal entity.

2.甲方,甲方代理人和分支机构及其他估值报告使用人应按照本协议、法律、行政法规的规定和估值报告载明的使用目的及用途使用估值报告。甲方,甲方代理



人和分支机构及/或其他估值报告使用人违反前述约定使用估值报告的，乙方及其专业人员不承担责任。

Party A, its Representatives, Affiliates and Authorized Users of the Valuation Report shall use the Valuation Report in accordance with the provisions of this Agreement, of laws, administrative regulations and the purposes and uses specified in the Valuation Report. Party B and its professionals shall not be held liable in the event Party A, its Representatives, Affiliates and/or the Authorized Users of the Valuation Report use the Valuation Report in violation of the aforesaid provisions.

3、甲方，甲方代理人和分支机构及其他估值报告使用人应当在估值报告载明的估值结论使用有效期内使用估值报告。

Party A, its Representatives, Affiliates and Authorized Users of the Valuation Report shall use the Valuation Report within the term of validity of the appraisal result set forth in the Valuation Report.

4、未经甲方事先书面许可，乙方及其专业人员不得将估值报告的内容向第三方提供或公开，法律、行政法规另有规定的除外。

Without the prior written consent of Party A, Party B and its professionals shall not provide or disclose the contents of or any information related to the Valuation Report to any third party, except as otherwise stipulated by laws and regulations.

5、未征得乙方同意，甲方，甲方代理人和分支机构及其他估值报告使用人不得将估值报告的内容摘抄、引用或者披露于公开媒体，法律、行政法规规定或相关当事人在披露前另有约定的除外。



Without the consent of Party B, Party A, its Representatives, Affiliates and Authorized users of the Valuation Report shall not quote or disclose the contents of the Valuation Report to the public media, except as otherwise stipulated by laws and administrative regulations or agreed upon by the parties concerned prior to the disclosure.

**五、估值报告提交期限和方式:**

V. Delivery Term and Manner of the Valuation Report

1、提交期限: 自甲方和其他相关当事人完全、如实地提供乙方估值所需所有资料后, 于十五日内完成提交委托方的征求意见稿。待委托方无异议后十日内完成签字盖章版正式估值报告。

Submission deadline: Party B shall complete and submit the first draft of the Valuation Report within fifteen (15) days after Party A and other relevant parties provide all materials required by Party B completely and truthfully. When Party A confirms that the formal Valuation Report can be issued, Party B shall submit the official Valuation Report in the signed and sealed form to the Party A within ten (10) days.

2、报告文字: 中英文估值报告。

Report language: Chinese and English report.

3、提交方式: 估值报告的电子版及纸质版, 邮寄及送达给甲方。

Report submission: The electronic version and paper version of the Valuation Report shall be mailed and delivered to Party A.

**六、估值服务费:**

VI. Valuation Service Fee



1、甲方须向乙方支付估值服务费计人民币 80,000.00 元（人民币大写：捌万元整）。上述估值服务费包括了增值税及估值工作中必要的交通、食宿等费用。

Party A shall pay Party B a valuation service fee of RMB 80,000.00, which includes taxes expense, transportation expense, hotel and board expense (the "Valuation Service Fee" ).

2、在本委托合同签订后 14 日内，甲方先向乙方支付估值服务费总额的 50%，计 4.00 万元人民币，乙方提交最终纸质版估值报告后 14 日内，甲方向乙方支付剩余估值服务费总额的 50%，计 4.00 万元人民币。每逾期一天，按应付未付估值服务费总额的万分之五向乙方支付逾期违约金。

Party A shall pay 50% of the total Valuation Service Fee to Party B, which is RMB 40,000.00 within 14 days after signing this entrustment Contract. Party A shall pay 50% of the Valuation Service Fee, which is RMB40,000.00 to Party B within 14 days after Party B submits the final hard copy of Valuation Report. For each day overdue, Party A shall pay Party B a penalty equal to 0.05% of the total unpaid Valuation Service Fee.

3、若估值范围或估值基准日发生变化，双方应签订补充协议或重新签订估值委托合同。估值服务费另议，并且双方应在执行补充协议或签订新的估值委托合同前做出协定。

In case of any change in the scope or base date of valuation, the Parties shall agree and execute a supplementary agreement or enter into a new valuation entrustment contract. The Valuation Service Fee shall be separately negotiated and agreed by the Parties prior to executing the supplementary agreement or entering into a new valuation entrustment contract.



4、非乙方原因且超出乙方控制原因造成估值业务中止，甲方应按乙方已完成的估值工作量向乙方支付相应的估值服务费。乙方向甲方提交电子版估值报告初稿视为完成 80%工作量、乙方向甲方提供纸质版报告文件视同完成全部工作。

In the event the valuation exercise is suspended due to reasons attributable by other than Party B which are beyond the control of Party B, Party A shall pay the corresponding Valuation Service Fee to Party B according to the amount of valuation work completed by Party B. Party B shall be deemed to have completed 80% of the work when it submits an electronic copy of the draft Valuation Report to Party A. Party B shall be deemed to have completed 100% of the work when it submits the hard copy of Valuation Report to Party A.

5、甲方向乙方支付估值服务费的方式为转账汇款、转账支票或者银行承兑汇票或者其他经双方协商一致的付款形式，乙方不接受现金形式的支付方式。

Payment of the Valuation Service Fee by Party A to Party B shall be made by way of remittance, transfer cheque or bank acceptance draft, or any other method as agreed by both parties from time to time. Party B shall not accept payment in cash.

6、乙方可接受的支付币种为人民币，也可以为等值外币，支付外币时应按乙方提供的外币收款账户信息支付。

The currency acceptable to Party B is RMB or foreign currency of equivalent value. Payment in foreign currency shall be made through the foreign-currency account provided by Party B.

7、乙方收款账户信息：

Party B' s Bank Account Information

人民币收款账户信息/ RMB receiving account information



公司全称: 中资资产评估有限公司  
开户银行: BANK OF BEIJING Guoxing Jiayuan Branch (北京银行国兴家园支行)  
银行行号: 31310000499  
银行账号: 01090947600120105044984

外币 (跨境人民币) 收款账户信息/Foreign currency (cross-border RMB)

receiving account information

RECEIVER'S BANK: 北京银行 (北京银行国兴家园支行)  
BANK: BANK OF BEIJING  
BEIJING CN  
SWIFT CODE: BJCNCNBJ  
BENEFICIARY NAME: 中资资产评估有限公司  
ACCOUNT NO.: 01090947600120105044984

**七、双方权利和义务:**

VII. Rights and obligations of Parties

1、甲方, 甲方代理人和/或分支机构须向乙方提供估值业务需要的资料。双方在此承认并同意, 乙方提供的估值服务不构成审计或其他鉴证业务。乙方进行估值业务需要依赖于甲方, 甲方代理人或分支机构所提供的资料和信息。乙方不会对上述资料和信息进行审计和鉴证。

Either Party A, its Representatives and/or its Affiliates shall provide Party B with necessary materials for valuation. The Parties hereby acknowledge and agree that the valuation services provided by Party B do not constitute an audit or other assurance services. Party B will rely on the information provided by Party A, its Representatives or its Affiliates to carry out the valuation exercise in preparing the Valuation Report. Party B will not audit or verify any information provided



by Party A, its Representatives or its Affiliates to Party B for the valuation exercise.

2、甲方在可许的情况下应当为乙方及其专业人员执行估值业务提供必要的工作条件和协助；甲方应当根据估值业务需要，负责乙方及其专业人员与相关当事人之间的协调。

Party A shall provide necessary working conditions (when and where permissible) and assistance for the valuation exercise of Party B and its professionals. Party A shall be responsible for coordination between Party B and its professionals and the relevant parties in accordance with the needs of the valuation exercise.

3、甲方应当按照本合同第四条的约定恰当使用估值报告。

Party A shall properly use the Valuation Report in accordance with article IV hereof.

4、乙方有责任按照本合同的约定按时按质完成估值工作。

Party B shall be obliged to complete the valuation on time and with desired quality.

5、乙方及其专业人员应当遵守相关法律、行政法规和资产评估准则，对估值对象在估值基准日特定目的下的价值进行分析和估算并出具估值报告。

Party B and its professionals shall be abided by the relevant laws, regulations and asset appraisal standards to analyze and estimate the value of the valuation object under specific purpose as at the base date of valuation and issue a Valuation Report.

任一方如不履行上述义务，视为违约。



Failure by either Party to perform the above obligations shall be deemed as breach of contract.

6、除非“披露方”明确授权，否则任何一方或其雇佣或聘请的任何人员均不得向任何第三方披露或提供与本协议条款有关的任何信息，或其可能获得的披露方的任何机密或专有材料，或与披露方或披露方的联营公司运营、现有或未来的商业交易、编程或任何其他有关披露方服务的信息，除非任何法律另有规定。协议各方应严格根据需要向其雇员、顾问或顾问披露保密信息。以书面形式披露的保密信息应标记或标识为保密信息或类似名称，以口头或视觉方式披露的，应在披露时标识为披露方的保密信息，并以书面形式汇总，在口头或视觉披露后七（7）天内以书面形式提供给接收方。各方在保护披露方机密信息的机密性时应采取与保护自身机密信息相同的谨慎程度，但在任何情况下都不得低于合理的谨慎程度。如果任何一方根据法院或行政命令被要求披露保密信息的，则应在事先通知另一方的情况下进行披露，并尽可能与另一方合作，以获得针对此类披露的保护令。

本保密义务的排他性规定应适用于本合同的有效期间以及合同终止之后5年。

Except as may be expressly authorized by the other Party (the ‘Disclosing Party’), neither Party or any persons employed or retained by it shall disclose or make available to any third party, any information concerning the terms of this Agreement, or any confidential or proprietary materials of the Disclosing Party to which it may have gained access, or any information concerning any aspect of the Disclosing Party’s or Disclosing Party’s Associates operations, existing or future business dealings, programming, or any other information regarding Disclosing Party’s services unless otherwise required to be disclosed by any laws, rules or statutory regulations. Parties may disclose the Confidential Information to their employees, advisors or consultants strictly on a need-to-know basis.



Confidential information if disclosed in writing shall be marked or identified as confidential or similar designation, or if orally or visually disclosed, shall be identified as the confidential information of the disclosing party at the time of disclosure and then summarized in writing and provided to the receiving party in such written form within seven (7) days after such oral or visual disclosure. Each Party shall exercise the same degree of care in protecting the confidentiality of Disclosing Party' s confidential information as it exercises in protecting its own confidential information but in no event, less than a reasonable degree of care. In case any party is required to make any disclosures pursuant to a court or administrative order it shall fully do so with prior notice to the other party and cooperate with the other party possible to obtain a protective order against such disclosures. The exclusivity provisions of confidentiality obligation shall apply during the entire period of this Agreement and for a period of five(5) years thereafter.

#### 八、双方违约责任:

##### VIII. Liability for Breach of Contract

1、甲方拒绝或未按期向乙方支付估值服务费，乙方有权停止工作或不向甲方提供估值报告。

Where Party A refuses or fails to pay the Valuation Service Fee to Party B as scheduled, Party B shall have the right to cease or not submit the Valuation Report to Party A.

2、甲方未同乙方协商而擅自变更或解除本合同，不得索要已支付给乙方的款项，乙方有权要求甲方按照已完成的估值工作量支付相应的估值服务费。



Where Party A changes or terminates this Agreement without consulting Party B, Party A shall not be entitled for refund of the payment already paid to Party B, and Party B shall have the right to ask Party A to pay the corresponding Valuation Service Fee according to the finished valuation workload.

3、乙方未同甲方协商擅自变更或解除本合同，应全额退还甲方已支付的估值服务费，但本合同第九条第2款和第3款所列情形除外。

Where Party B changes or terminates this Agreement without consulting Party A, Party B shall refund the Valuation Service Fee paid by Party A in full amount, except for the circumstances listed in Article IX, paragraph 2 and paragraph 3 hereof.

4、甲方未及时向乙方提供估值所需的文件、资料，或提供的文件和资料不真实，因此产生的不良后果由甲方负责，乙方不承担责任。

Where Party A fails to provide Party B with the documents required for valuation in time, or the documents and materials provided are not authentic, Party A shall be liable for any adverse consequences arising therefrom, and Party B shall not be liable.

5、乙方无正当理由未在约定时间内向甲方交付估值报告送审稿的，每逾期一天，按已支付的估值服务费总额的千分之二向甲方支付逾期违约金。逾期超过15天的，甲方有权单方解除合同，有权不再向乙方支付估值服务费余下款项，并有权要求乙方退还甲方已支付款项，并承担违约金。

If Party B fails to deliver the Valuation Report to Party A for review within the agreed time without justified reasons, for each day overdue, Party B shall pay a penalty to Party A, which equals to 0.2% of the total Valuation Service Fees paid. If the delay is more than fifteen (15) days, Party A shall have the right to



unilaterally terminate the Agreement and shall have the right to refuse to pay the rest of the Valuation Service Fee to Party B, and shall further have the right to request Party B to refund the amount already paid by Party A and pay the penalty.

**九、双方争议解决及其他：**

IX. Resolutions for Dispute and Others

1、本合同经双方协商一致可以中止或解除。

This Agreement may be suspended or terminated upon agreement between Parties through consultation.

2、因甲方原因导致乙方和其专业人员实施估值程序受限，对与估值目的相对应的估值结论构成重大影响，乙方无法履行本合同时，乙方可以单方解除本合同，甲方应根据乙方已开展估值业务的时间、进度，或者完成的估值工作量向乙方支付相应的估值服务费。

If, for the reasons of Party A, Party B and its professionals are constraint during conduct of the valuation procedures and such restrictions have a significant impact on the corresponding valuation result, leading to Party B being unable to perform its obligations under this Agreement, Party B may unilaterally terminate this Agreement. Party A shall still pay the corresponding Valuation Service Fee according to the time spent and progress achieved by Party B relating to the performed valuation exercise or the finished valuation workload.

3、甲方不得要求乙方出具虚假估值报告或者非法干预估值结论，否则，乙方有权单方解除本合同，甲方仍需按照乙方已开展估值业务的时间、进度，或者已经完成的工作量支付相应的估值服务费。



Party A shall not instruct Party B to issue a false Valuation Report or illegally intervenes in the valuation result. In such otherwise event, Party B shall have the right to unilaterally terminate this Agreement, and Party A shall still pay the corresponding Valuation Service Fee according to the time spent and progress achieved by Party B relating to the performed valuation exercise or the finished valuation workload.

4、本合同未明确的内容或未尽事宜，必要时由双方重新协商，协商达成一致后需书面明确，由双方签字和加盖单位公章或合同专用章并作为本合同的附件，且此附件与本合同有同等的法律效力。

Matters not specified in this Agreement or terms not covered herein shall be re-negotiated by the Parties, where necessary. Any agreements reached through negotiation by the Parties shall be confirmed in writing and in a signed and affixed with company stamp or sealed by the Parties and appended to this Agreement and such appendix shall have the same valid legal and binding effect as this Agreement.

6、本合同为中英文版本，如英文与中文之间发生歧义，以中文为准。

This Agreement is made by Chinese-English form. In case of any discrepancy between the English and Chinese texts, the Chinese text shall prevail.

7、本合同经双方签字，并甲方加盖单位公章后，即发生法律效力。

This Agreement shall come into force on the date of this Agreement, upon being signed by Parties and affixed with the company stamp by Party A' s company stamp.

8、本合同正本一式两份，甲乙双方各执一份，具有同等法律效力。



This Agreement is made in one form and two (2) originals, with one held by Party A and the other held by Party B. Each original has the same valid legal and binding effect.

9、如遇到国家有关政策调整、法律修改及其他不可抗力事件，导致甲、乙双方或任何一方无法履行本合同，所遗留问题由双方协商解决。

In case of any national policy adjustment, law change or other force majeure events that cause the Parties or either Party A or Party B to fail to perform its obligations under this Agreement, the remaining issues shall be settled by the Parties through negotiation.

10、本合同中“甲方代表”、“乙方代表”特指合同当事人双方企业法定代表人或法定代表人的授权人。

In this Agreement, the representative of Party A and the representative of Party B specifically refer to the legal representatives or authorized representatives of the contracting Parties.

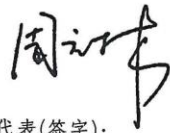
11、本协议的有效性、解释、履行和争议解决应受中华人民共和国法律法规的管辖。如因本协议引起或与本协议有关的任何争议，双方应首先通过友好协商解决。如自一方发出争议解决书面请求后 30 天内，双方仍无法解决争议的，双方同意根据当时有效的中国国际经济贸易仲裁委员会仲裁规则，将该争议提交给中国国际经济贸易仲裁委员会。仲裁程序中使用的语言应为中文。裁决为最终裁决，对双方均有约束力。

The validity, interpretation, performance and dispute settlement of this Agreement shall be governed by the People's Republic of China laws and regulations. In the event of any dispute arising out of or in connection with this Agreement, both parties shall first resolve such dispute through friendly negotiation. If the dispute cannot be settled within 30 days after one party sends



a written request to start negotiations, both parties agree to submit such dispute to the China International Economic and Trade Arbitration Commission according to its arbitration rules in force at that point of time. The language to be used in the arbitration proceedings shall be Chinese. The award shall be final and binding on both parties.

甲方(盖章): Opera Unite Pte. Ltd. Opera Unite Pte. Ltd.



甲方代表(签字):  
Party A's Representative (Signature)



乙方(盖章): China Assets Appraisal CO.,LTD.  
Party B(Seal): China Assets Appraisal CO.,LTD.

乙方代表(签字):  
Legal Representative of Party B (Signature)



2、宝武资源有限公司下属单位 Aquila Resources Pty Ltd 拟对外转让其 Eagle Downs South 煤矿项目探矿权项目

## 勘查项目估值委托合同

委 托 人: Aquila 资源有限公司(Aquila Resources Pty Ltd) (以

下简称甲方)

委托人联系人: 徐华君

委托人联系方式: +61 8 9423 0111

委托人住所: 西澳大利亚珀斯市 Georges Terrace 大街 77 号, 21 层

资产评估机构: 中资资产评估有限公司 (China Assets Appraisal Co., Ltd.) (以下简称乙方)

资产评估机构联系人: 张珂

资产评估机构联系方式: 138-0102-4569

资产评估机构住所: 北京市海淀区首体南路 22 号国兴大厦 17 层 A

委托合同签订地点: 北京

### 第一条 总则

甲乙双方根据有关法律、行政法规, 为使估值工作进行顺利, 明确双方的权利义务, 特订立本委托合同。

### 第二条 服务内容

1. 估值目的: 勘查项目权益处置;

2. 估值对象和范围: 估值对象为 Eagle Downs South 勘查项目权益, 估值范围为 Eagle Downs South 勘查项目相关资产及负债;

3. 估值基准日期为: 2023 年 12 月 31 日。

4. 估值报告使用范围:



依本委托合同提交的估值报告仅供甲方及法律、行政法规规定的估值报告使用人使用，其他任何机构和个人不能成为估值报告的使用人。

甲方或法律、行政法规规定的使用人应该按照法律、行政法规规定的和估值报告载明的使用目的及用途使用估值报告。因上述报告使用者不当使用报告所造成的后果，估值机构及其专业人员不承担责任。

甲方或法律、行政法规规定的使用人应在估值报告载明的估值结论使用有效期内使用估值报告。

### 第三条 甲方的义务

1.甲方应积极配合乙方工作，为乙方开展资产估值业务提供必要的工作条件和协助，应当根据估值业务需要，负责乙方与其他相关当事人之间的协调。

2.依法提供估值业务需要的资料，并保证资料的真实性、完整性、合法性。

3.甲方或者其他相关当事人应当对其提供的估值明细表及其他重要资料真实性、完整性、合法性进行确认（确认方式包括签字、盖章或者法律允许的其他方式）。

4.做好企业资产和财务清查、核实及调整工作，认真填写估值明细表和负债表（格式由乙方提供），并负责所填报明细表与实物和财务相符。对于数量较大的资产，应协助将其录入计算机数据库。

5.按照本合同第五条的规定向乙方支付估值费用。

6.甲方和其他相关当事人应恰当使用估值报告。

7.未征得乙方的同意，估值报告的内容不得被摘抄、引用或者披露于公开媒体，法律、行政法规规定以及相关当事人另有约定的除外。

#### 第四条 乙方的义务

1.乙方应当遵守相关法律、行政法规，对估值对象在估值基准日特定目的下的价值进行分析和估算，并出具估值报告。

2.乙方应在甲方配合下，依据所提供的资料进行估算，并在甲方提供所有资料后 10 个工作日内出具估值报告初稿；在甲方审阅初稿，并将审查意见反馈给乙方后 10 个工作日内出具符合质量要求的估值报告 5 套。

3.乙方对甲方所提供的资料负有保密义务，未经甲方许可，不得向外泄漏。

4.未经甲方的书面许可，估值机构及其专业人员不得将估值报告的内容向第三方提供或者公开，法律、行政法规另有规定的除外。

#### 第五条 费用及支付方式

甲方承诺向乙方支付估值费用总价为 120000.00 元人民币（按基准日汇率 4.8484 换算为 24750 澳元）。

估值费用的支付方式为：

1. 乙方提交估值报告初稿后，甲方向乙方支付费用总额的 50%，计 60000.00 元人民币。其余 50% 的费用，计 60000.00 元人民币，在乙方提交估值报告后由甲方一次付清。

2. 支付采用电汇方式或双方商定的其他方式。

乙方开户银行：北京银行国兴家园支行

帐户名称：中资资产评估有限公司

帐 号：01090947600120105044984

#### 第六条、违约责任

1. 甲方违约而终止委托合同的情形：

(1) 甲方提前终止估值业务、解除委托合同的；

(2) 甲方要求出具虚假估值报告或者有其他非法干预估值结论情形的，乙方有权单方解除委托合同。

(3) 甲方或者其他相关当事人原因导致资产评估程序受限，乙方无法履行委托合同，乙方可以单方解除委托合同；因上述原因终止委托合同，乙方不返还预付款，且甲方应当按照已经开展业务的时间、进度，或者已经完成的工作量支付相应的服务费：

乙方完成现场勘查并提交计算初稿，甲方支付总费用的 60%；

乙方完成估值报告初稿，甲方支付总费用的 80%。

(4) 甲方和其他相关当事人如果拒绝提供或者不如实提供开展估值业务所需的权属证明、财务会计信息或者其他相关资料的，乙方有权拒绝履行委托合同。

2. 因乙方违约而终止委托合同，乙方应当赔偿甲方为乙方提供的交通、通讯、食宿费用。

3. 甲乙双方因不可抗力无法履行委托合同的，根据不可抗力的影响，部分或者全部免除责任，法律另有规定的除外。

#### 第七条 争议解决

甲乙双方在履行本委托合同过程中如发生争议，由双方友好协商解决，协商不成，提请甲方所在地仲裁机构仲裁解决。

## 第八条 附则

1.本委托合同经双方法定代表人或授权代表签字，加盖公章之日起生效，约定事项完成后失效。

2.如有未尽事宜，双方经协商后可签订补充合同，补充合同与本合同具有同等法律效力。

3.本委托合同一式肆份，甲乙双方各执贰份，并于双方代表签字之日起生效。

(此页无正文，为签字盖章页)

甲方: Aquila 资源有限公司(Aquila Resources Pty Ltd)

法定代表人或授权代表 (签字): 徐华君

2024年3月27日

乙方: 中资资产评估有限公司(China Assets Appraisal Co., Ltd.)

法定代表人或授权代表 (签字):



Handwritten signature of the representative of China Assets Appraisal Co., Ltd.

2024年3月27日

### 3、Aquila Coal Pty Ltd 拟委托 ED 项目评估

## 采矿项目估值委托合同

委 托 人: Aquila 资源有限公司(Aquila Resources Pty Ltd) (以下  
简称甲方)

委托人联系人: 徐华君

委托人联系方式: +61 8 9423 0111

委托人住所: 西澳大利亚珀斯市 Georges Terrace 大街 77 号, 21  
层

资产评估机构: 中资资产评估有限公司 (China Assets Appraisal Co.,  
Ltd.) (以下简称乙方)

资产评估机构联系人: 张珂

资产评估机构联系方式: 138-0102-4569

资产评估机构住所: 北京市海淀区首体南路 22 号国兴大厦 17 层 A

委托合同签订地点: 北京

### 第一条 总则

甲乙双方根据有关法律、行政法规, 为使估值工作进行顺利, 明确双方的权利义务, 特订立本委托合同。

### 第二条 服务内容

1. 估值目的: 采矿项目权益处置;
2. 估值对象和范围: 估值对象为 Eagle Downs 采矿项目权益,  
估值范围为 Eagle Downs 采矿项目相关资产及负债;
3. 估值基准日期为: 2023 年 12 月 31 日。
4. 估值报告使用范围:

6.甲方和其他相关当事人应恰当使用估值报告。

7.未征得乙方的同意，估值报告的内容不得被摘抄、引用或者披露于公开媒体，法律、行政法规规定以及相关当事人另有约定的除外。

#### 第四条 乙方的义务

1.乙方应当遵守相关法律、行政法规，对估值对象在估值基准日特定目的下的价值进行分析和估算，并出具估值报告。

2.乙方应在甲方配合下，依据所提供的资料进行估算，并在甲方提供所有资料后 10 个工作日内出具估值报告初稿；在甲方审阅初稿，并将审查意见反馈给乙方后 10 个工作日内出具符合质量要求的估值报告 5 套。

3.乙方对甲方所提供的资料负有保密义务，未经甲方许可，不得向外泄漏。

4.未经甲方的书面许可，估值机构及其专业人员不得将估值报告的内容向第三方提供或者公开，法律、行政法规另有规定的除外。

#### 第五条 费用及支付方式

甲方承诺向乙方支付估值费用总价为 195000.00 元人民币。

估值费用的支付方式为：

1. 乙方提交估值报告初稿后，甲方向乙方支付费用总额的 50%，计 97500.00 元人民币。其余 50% 的费用，计 97500.00 元人民币，在乙方提交估值报告后由甲方一次付清。

2. 支付采用电汇方式或双方商定的其他方式。

乙方开户银行：北京银行国兴家园支行

帐户名称：中资资产评估有限公司

帐 号：01090947600120105044984

## 第六条、违约责任

### 1. 甲方违约而终止委托合同的情形：

(1) 甲方提前终止估值业务、解除委托合同的；

(2) 甲方要求出具虚假估值报告或者有其他非法干预估值结论情形的，乙方有权单方解除委托合同。

(3) 甲方或者其他相关当事人原因导致资产评估程序受限，乙方无法履行委托合同，乙方可以单方解除委托合同；因上述原因终止委托合同，乙方不返还预付款，且甲方应当按照已经开展业务的时间、进度，或者已经完成的工作量支付相应的服务费：

乙方完成现场勘查并提交计算初稿，甲方支付总费用的 60%；

乙方完成估值报告初稿，甲方支付总费用的 80%。

(4) 甲方和其他相关当事人如果拒绝提供或者不如实提供开展估值业务所需的权属证明、财务会计信息或者其他相关资料的，乙方有权拒绝履行委托合同。

2. 因乙方违约而终止委托合同，乙方应当赔偿甲方为乙方提供的交通、通讯、食宿费用。

3. 甲乙双方因不可抗力无法履行委托合同的，根据不可抗力的影响，部分或者全部免除责任，法律另有规定的除外。

## 第七条 争议解决

甲乙双方在履行本委托合同过程中如发生争议，由双方友好协商解决，协商不成，提请甲方所在地仲裁机构仲裁解决。

## 第八条 附则

1.本委托合同经双方法定代表人或授权代表签字，加盖公章之日起生效，约定事项完成后失效。

2.如有未尽事宜，双方经协商后可签订补充合同，补充合同与本合同具有同等法律效力。

3.本委托合同一式肆份，甲乙双方各执贰份，并于双方代表签字之日起生效。

(此页无正文，为签字盖章页)

甲方: Aquila 资源有限公司(Aquila Resources Pty Ltd)

法定代表人或授权代表 (签字): 徐华君

2024年 2月27日

乙方: 中资资产评估有限公司 (China Assets Appraisal Co., Ltd.)

法定代表人或授权代表 (签字):



张

2024年 2月27日



4、Sidi Krir Generation Company 拟处置资产涉及的 SK 电厂 3 号及 4 号机组备件价值项目

LCY 2024145  
梁彦勤

**FROM:**  
**KUASA NUSAJAYA SDN BHD**  
 Level 43, Menara Maxis,  
 Kuala Lumpur City Centre,  
 50088 Kuala Lumpur, Malaysia.  
 Tel: 03-2302 0600 Fax: 03-2381 3131  
 Contact Person: Mr. Chen Xinbo

**PO Ref. No.:** PO-GP-08/2024-0004  
**Date Raised:** 22/08/2024  
**PO Type** (Tick as appropriate)  
 Local  Overseas

**PURCHASE ORDER**

<b>TO SUPPLIER:</b> <b>CHINA ASSETS APPRAISAL CO., LTD.</b> 17 / F, Guoxing building, 22 Shouti South Road, Haidian District, Beijing. Tel: +010-88357080	<b>QUOTATION REF NO.:</b> Dated 21/08/2024	<b>QUOTATION DATE :</b> 21/08/2024
	<b>PAYMENT TERM:</b> Lump sum payment within 30 days of submission of the report.	<b>DATE REQUIRED:</b> 31 <sup>st</sup> August 2024

**INVOICE/DELIVER TO:**  
 Mr Wang Jun,  
 Kuasa Nusajaya Sdn Bhd  
 Level 43, Menara Maxis,  
 Kuala Lumpur City Centre,  
 50088 Kuala Lumpur, Malaysia.  
 Tel: +603-2302 0600 Fax: +603-2381 3131


**For cross referencing, tick as appropriate:**  
 For Purchase By:  Power Station  HO (KL)  
 Form(s) Approved:  PR  WD  
 Dated  
 PR Ref. No: 20/08/2024 Date Raised: 20/08/2024  
 WD Ref. No.: - Date Raised: -

Special Delivery Instructions (If any): N/A

Item No.	Particulars	Quantity	Unit Price (RMB)	Total Amount (RMB)
1	Sidi Krir Generation Company intends to dispose of assets, in order to evaluate the value of spare parts for Units 3 and 4 of SK Power Plant as at March 31, 2024, the specific asset details are subject to the declaration. A valuation report is required within 10 days after the order is signed and the valuation information is provided.	1	76,000.00	76,000.00
<b>Grand Total</b>				76,000.00

**IMPORTANT NOTE TO SUPPLIER:**  
 i) Unless otherwise stated, please see reverse side of this page for general terms & conditions of purchase  
 ii) Please quote PO No. in your DO, invoice and all correspondences  
 iii) Unless otherwise stated, all currencies are in Ringgit Malaysia  
 iv) Unless otherwise stated, please invoice the Company as stated on the top left corner of this PO

**DISTRIBUTION:**  
 Original - Supplier  
 1<sup>st</sup> copy - Finance Dept for payment purposes  
 2<sup>nd</sup> copy - Retained by Procurement dept carrying out the purchase  
 3<sup>rd</sup> copy - Retained by the user dept for whom the purchase was made

**Authorised By:**  
  
**Name:** Wang Jun  
**Position:** HOD, GOM **Date:** 27/08/2024



Payment Schedule	% of Contract Price	Time / Milestone/Condition
1 <sup>st</sup> Payment	100	Within 30 days of submission of the report

Delivery Schedule	Time of Delivery
Item description	10 days after issuance of PO

Special term (options)

## GENERAL TERMS AND CONDITIONS

Unless specifically stated to the contrary in this PURCHASE ORDER, the following terms and conditions shall be applicable to this PURCHASE ORDER:

### 1. DEFINITIONS

- a) "Applicable Anti-Bribery and Anti-Corruption Laws" means the Malaysian Anti-Corruption Commission Act 2009 and any subsidiary legislation enacted thereunder or pursuant thereto, as well as all other applicable laws, legislation, statutory instruments and regulations in relation to anti-bribery or corruption and any similar or equivalent laws in any other relevant jurisdictions.
- b) "Contract" shall mean where relevant, the contract to be entered into between the Purchaser and the Vendor for the purchase of Goods and/or Services in addition to and not in derogation of this PURCHASE ORDER.
- c) "Goods" shall mean any and all goods, equipment, parts and/or materials to be purchased as specified in this PURCHASE ORDER and/or any tender document, request for proposal and/or letter of award issued by the Purchaser to the Vendor.
- d) "Services" shall mean the services provided by the Vendor as specified in this PURCHASE ORDER and/or any tender document, request for proposal and/or letter of award issued by the Purchaser to the Vendor.
- e) "GST" shall mean goods and services tax chargeable and payable under the GST Law.
- f) "GST Law" shall mean the applicable laws in relation to GST (as amended, supplemented, varied or re-enacted from time to time) and any rules, regulations, orders and/or directives enacted and/or issued thereunder or pursuant thereto.
- g) "Price" shall mean the price or consideration payable by the Purchaser to the Vendor for the supply of the Goods and/or the performance of the Services as stipulated in this PURCHASE ORDER.
- h) "Purchaser" shall mean the legal entity issuing this Purchase Order.
- i) "Purchaser's Anti-Bribery and Anti-Corruption Guidelines, Policy and Procedures" means the Purchaser's anti-bribery and anti-corruption guidelines and anti-bribery and anti-corruption policy and procedures, furnished or made available by the Purchaser to the Vendor from time to time.
- j) "Vendor" shall mean the seller, supplier and/or provider of the Goods and/or Services as stipulated in this PURCHASE ORDER.

### 2. DELIVERY

- a) The Vendor shall deliver the Goods and/or render the Services at such place and at such time as may be stipulated in this PURCHASE ORDER and/or the Contract.
- b) Time is of the essence for this PURCHASE ORDER. The time stipulated in this PURCHASE ORDER and/or the Contract for the delivery of the Goods and/or the performance of the Services shall be strictly adhered to by the Vendor and any failure to deliver the Goods or perform the Services at the time and place stipulated in this PURCHASE ORDER and/or the Contract shall be deemed to be a material breach by the Vendor of the terms and conditions of this PURCHASE ORDER and/or the Contract (as the case may be). Without prejudice to the Vendor's obligation to deliver the Goods and/or perform the Services on time, the Vendor shall give the Purchaser notice in writing immediately of any delays (actual or potential) stating the reasons for such delay and provide the Purchaser with such information as is necessary to enable the Purchaser to make any decisions that may be necessary taking into account such delay.

### 3. LIABILITY AND INDEMNITY

The Vendor shall be liable for and shall indemnify and hold harmless the Purchaser from and against any and all losses, claims, demands, costs, expenses, liabilities and/or damages whatsoever and howsoever incurred by the Purchaser due to:

- a) the Vendor's non-compliance with or breach of any of the terms and conditions of this PURCHASE ORDER and/or the Contract; and/or
- b) any negligence, misconduct, error or omission on the part of the Vendor, its directors, officers and/or employees in the performance of its obligations under this PURCHASE ORDER and/or the Contract.

### 4. CHANGES

The Purchaser reserves the right at any time to make changes to this PURCHASE ORDER or any part thereof with prior written notice to the Vendor. If such changes give rise to an increase or reduction in the Price or an alteration or modification to the delivery time stipulated in this PURCHASE ORDER, an equitable adjustment to the value of this PURCHASE ORDER may be made if deemed appropriate by the Purchaser. Any claim by the Vendor or adjustments must be asserted in writing within twenty (20) days from the date on which such changes are notified to the Vendor and in any case before the Goods and/or Services are delivered and/or performed.

### 5. PRICE

Subject to the terms of this PURCHASE ORDER and the Contract (if any), the Purchaser agrees to pay the Vendor the Price as stipulated in this PURCHASE ORDER.

### 6. TAXES

The Contract price shall be inclusive of all Taxes payable in respect of the Goods and/or Services. "Taxes" shall mean any tax, impost, tariff, duty, levy, fee or the like of any kind imposed directly or indirectly under any law (whether currently in force or coming into force on or after the signing of this PURCHASE ORDER) including GST or sales and services tax or any other similar laws in relation to Taxes applicable at the material time.

- a) **Withholding Tax**  
The Purchaser may withhold taxes as applicable to the country of invoicing on the amounts payable to the Seller if required by law, except to the extent the Seller submits a certificate of exemption from and/or reduced withholding satisfactory to the Purchaser. Separate invoices must be issued for each Services, Goods, license fees and royalty payments payable, where applicable. If the Vendor is providing Services, then the invoice shall indicate which country in which the services were rendered in.
- b) **SST**
  - i. Unless otherwise stated in this PURCHASE ORDER or in the Contract, the Vendor shall provide the Purchaser with a valid tax invoice as prescribed under the SST Law clearly stating the taxable Goods supplied and/or Services performed or rendered to the Purchaser and the SST payable in respect of such taxable Goods and/or Services.
  - ii. The provision herein is also applicable in respect of any partial delivery.

### 7. PAYMENT

- a) The terms relating to payment of the Price shall be as stipulated in this PURCHASE ORDER or in the Contract (as the case may be). Except as otherwise stated in this Purchase Order of the Contract, the Purchaser shall pay the Price to the Vendor within thirty (30) days of receipt by the Purchaser of a valid invoice. Payment shall only be made upon the Purchaser's satisfaction that the Invoice is valid and that the relevant supporting documents required by the Purchaser for the processing of payment are in order.
- b) Payments in respect of Services which are rendered to the Purchaser in stages shall be made according to the progress of the Services and only upon completion of the relevant stage of the Services. Payment shall only be made against each invoice submitted and certified by an authorized representative of the Purchaser that the Services have been rendered and performed satisfactorily and in accordance with the terms of this PURCHASE ORDER and/or the Contract (as the case may be).

### 8. WARRANTY

- a) The Goods and/or Services supplied and/or performed under or pursuant to this PURCHASE ORDER shall be in accordance with the specifications contained in this PURCHASE ORDER or the Contract (as the case may be) or as represented by the Vendor and accepted by the Purchaser.
- b) If any Goods delivered by the Vendor are found to be defective or not compliant with any specifications contained in this PURCHASE ORDER or the Contract (as the case may be) or as represented by the Vendor, the Purchaser shall be entitled to request the Vendor to repair or replace such Goods at the Vendor's sole expense to the satisfaction of the Purchaser notwithstanding any previous acceptance of such Goods by the Purchaser. Goods so returned to the Vendor shall not be invoiced to the Purchaser. Without prejudice to the Purchaser's rights under Clause 3 of these terms and conditions, the Vendor shall promptly replace such Goods if so required by the Purchaser at no additional cost to the Purchaser.
- c) All Goods supplied pursuant to this PURCHASE ORDER shall carry a minimum warranty period of 12 calendar months (from the date of acceptance of the Goods) given by either the manufacturer or the Vendor as the case may be, unless otherwise stated in this PURCHASE ORDER or in the Contract (as the case may be).

- d) In relation to the performance of any Services rendered pursuant to this PURCHASE ORDER, the Vendor shall perform the Services using a standard of skill, care and diligence reasonably expected of an experienced provider of such Services. The Vendor shall re-perform any Services performed that are not in accordance with the requirements of the Purchaser as may be stipulated in this PURCHASE ORDER or the Contract (as the case may be). The Vendor shall promptly re-perform such Services if so required by the Purchaser at no additional cost to the Purchaser. The Services performed pursuant to this PURCHASE ORDER shall carry a minimum warranty period of 12 calendar months (from the date of acceptance of the Services) given by the Vendor, unless otherwise stated in the PURCHASE ORDER or in the Contract (as the case may be).

**9. INSURANCE**

- a) The Vendor shall procure, and at all material times maintain, such insurance policies as may be required by law as well as any other insurance policies which a reputable supplier or service provider of the same or similar Goods or Services would be reasonably expected to obtain and maintain. Such insurance policies shall be procured from reputable insurers who are acceptable to the Purchaser and the limits of cover under such insurance policies shall be of a level which is reasonable given the nature of the Goods and Services supplied.
- b) The Vendor shall, promptly upon demand by the Purchaser, furnish the Purchaser with the policies and certificates of currency for the insurances required to be obtained and maintained by the Vendor under this PURCHASE ORDER.

**10. OWNERSHIP AND RISK**

Without prejudice to the Purchaser's rights under any warranties, representations, guarantees and/or undertakings (expressed or implied) applicable in relation to or in connection with the supply of any Goods under this PURCHASE ORDER or the Contract, ownership of and risk of loss or damage to the Goods shall pass to the Purchaser only upon acknowledgement of receipt thereof by the Purchaser at the designated place for delivery as indicated in the PURCHASE ORDER and/or the Contract and in accordance with the terms thereof. Nothing in this PURCHASE ORDER or the Contract shall derogate from the Purchaser's right at any time to reject or refuse to accept delivery of any Goods which are not in accordance with the warranties, representations, guarantees and/or undertakings (expressed or implied) applicable in relation to or in connection with such Goods under this PURCHASE ORDER or the Contract.

**11. PATENTS, COPYRIGHTS AND TRADEMARKS**

The Vendor shall protect, indemnify and hold harmless the Purchaser its affiliates and the Purchaser's and its affiliates' directors, officers and employees from and against any and all liabilities, losses, damages, costs and/or expenses suffered or incurred by them by reason of any claim, action, demand, proceeding or litigation in respect of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, resulting from the use or resale of the Goods and/or the performance of the Services.

**12. FORCE MAJEURE**

Neither party shall be liable for any failure to perform or fulfil any term nor condition of this PURCHASE ORDER if the performance or fulfilment thereof is delayed, interfered with or prevented by any event of force majeure. For the purpose of this PURCHASE ORDER, a force majeure event is an event which the party claiming to be affected thereby could not have reasonably foreseen or prevented or which is beyond the reasonable control of the said party and cannot be overcome by the exercise of reasonable diligence and efforts by the party claiming to be so affected.

**13. PUBLICITY**

The Vendor shall obtain the Purchaser's written permission before disclosing by way of press release or otherwise to any third party anything that relates to the supply of the Goods or performance of the Services, except insofar as is necessary or required by law.

**14. TERMINATION**

The Purchaser may at any time give written notice to the Vendor to terminate this PURCHASE ORDER forthwith and in such event, the Purchaser shall pay and the Vendor shall accept, in full settlement of all claims under or pursuant to this PURCHASE ORDER, such sum as shall reasonably compensate the Vendor for all the work done or goods delivered prior to its termination and for all work reasonably done by it in giving effect to such termination, which sum shall not in any event exceed the Price. The Price or any part thereof already paid for by the Purchaser shall be taken into account in calculating such sum. The Purchaser may also terminate this PURCHASE ORDER with immediate effect and without any liability whatsoever to the Vendor if:

- a) The Vendor commits a breach of these terms and conditions or the terms and conditions of the Contract (as the case may be) which is not capable of remedy, or which if capable of remedy, is not remedied within a period of thirty (30) days after delivery of a written notice by the Purchaser to the Vendor notifying the Vendor of such breach and requiring the Vendor to remedy such breach;
- b) The Vendor becomes insolvent or suspends payment of its debts or generally becomes unable to pay its debts as they become due; a resolution is passed or an involuntary petition is filed for the winding up, receivership, bankruptcy or reorganization of the Vendor; or
- c) The Vendor makes an assignment for the benefit of all or substantially all of its creditors or a receiver or administrator is appointed over all or substantially all of its assets.

**15. ANTI-BRIBERY AND CORRUPTION**

- a) The Vendor will:
- comply with the Applicable Anti-Bribery and Anti-Corruption Laws;
  - comply with the Purchaser's Anti-Bribery and Anti-Corruption Guidelines, Policy and Procedures; and
  - ensure that it has in place adequate procedures to ensure compliance by all persons associated with it with the Applicable Anti-Bribery and Anti-Corruption Laws and the Purchaser's Anti-Bribery and Anti-Corruption Guidelines, Policy and Procedures.
- b) Without limitation to Clause 15.1, the Vendor shall not give or receive any bribe, gratification or other improper payment, or allow any such bribe, gratification or other improper payment to be made or received on its behalf, either in Malaysia or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes, gratification or other improper payments are not made or received directly or indirectly on its behalf.
- c) Any breach of this Clause 15 by the Vendor shall be deemed to be a material breach of this PURCHASE ORDER that is not capable of remedy and shall entitle the Purchaser to immediately terminate this PURCHASE ORDER without the need for any further action or legal proceeding and without any liability whatsoever to the Vendor.
- d) For the purposes of this Clause 15 the expressions 'adequate procedures', 'person associated' and 'gratification' shall have the meanings ascribed to them in the Malaysian Anti-Corruption Commission Act 2009 and guidance published under it.

**16. MISCELLANEOUS**

- a) Governing Law - Unless otherwise stated, this PURCHASE ORDER, the Contract and all transactions contemplated thereunder shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.
- b) Variation - The terms and conditions set forth herein may only be varied or waived by the consent of both the Purchaser and the Vendor in writing.
- c) Compliance - The Vendor shall comply with all laws, rules and/or regulations governing or applicable to the sale and supply of the Goods and/or Services, including as to packaging, labelling, transportation and/or delivery.
- d) Assignment - The Vendor shall not assign, transfer, dispose of, mortgage, charge and/or novate any of its rights, obligations and/or liabilities under this PURCHASE ORDER and/or the Contract without the Purchaser's prior written consent.
- e) Severability - If any of the terms and/or conditions of this PURCHASE ORDER are held by any court or other competent authority, or at any time become illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of the remaining terms and conditions shall not in any way be affected or impaired thereby.
- f) Interpretation - The terms and conditions of this PURCHASE ORDER shall be read and construed as an integral part of the Contract, if any, between the Purchaser and the Vendor in relation to the supply of the Goods and/or the performance of the Services. In the event any inconsistency or controversy arises between the terms and conditions of the Contract and the terms and conditions of this PURCHASE ORDER, the terms and conditions of the Contract shall prevail. No rule of interpretation and/or construction shall apply to the disadvantage of a party merely on the basis that such party drafted or would benefit from any term and/or condition hereof.
- g) Successors Bound - The terms and conditions of this PURCHASE ORDER shall ensure to the benefit of and be binding upon the successors-in-title and permitted assigns of the Purchaser and the Vendor.
- h) Entire Agreement - The terms and conditions of this PURCHASE ORDER constitute the entire agreement between the Purchaser and the Vendor and supersedes all previous agreements and understandings between the Purchaser and the Vendor in connection with the subject matter hereof.
- i) Confidentiality - The Vendor shall keep any and all information, documents and/or materials provided by the Purchaser to the Vendor or coming into the possession of the Vendor by reason of the Vendor's performance of its obligations under or pursuant to this PURCHASE ORDER and/or the Contract (as the case may be) confidential and shall not, without first obtaining the consent of the Purchaser in writing, disclose any of such information, documents and/or materials to any third party.

**ACKNOWLEDGEMENT OF ACCEPTANCE**

We, China Assets Appraisal Corporation Ltd. (**Company No. 30006014**), hereby acknowledge receipt of this Purchase Order dated 20<sup>th</sup> August 2024 (Ref. No PO-GP-08/2024-0004 ) (a duplicate of which has been retained), agree and accept the terms and conditions stipulated therein and shall commence our work/service immediately.

Signed for and on behalf of:  
China Assets Appraisal Corporation Ltd.

Witnessed by:

  
\_\_\_\_\_

\_\_\_\_\_

Name in full:.....  
Designation:.....  
Address:.....  
Date:.....

Name in full:.....  
Designation:.....  
Address:.....  
Date:.....

China Assets Appraisal Corporation Ltd.'s seal or stamp (below):



5、蒂森克虏伯（中国）投资有限公司拟转让蒂森克虏伯弹簧稳定杆（平湖）有限公司股权

资产评估委托合同

Asset Appraisal Entrusted Contract

委托人：蒂森克虏伯股份公司（以下简称甲方）

The principal: thyssenkrupp AG (Hereinafter referred to as Party A)

委托人住所：德国埃森市蒂森克虏伯大街 1 号 邮编 45143

Domicile of the principal: thyssenkrupp Allee 1, 45143 Essen, Germany

资产评估机构：中资资产评估有限公司（以下简称乙方）

The asset appraisal institution: CHINA ASSETS APPRAISAL CO.,LTD.

(Hereinafter referred to as Party B)

资产评估机构住所：北京市海淀区首体南路 22 号国兴大厦 17 层 A1

Domicile of asset appraisal institution: A1, 17th Floor, Guoxing Building, No. 22, South Shouti Road, Haidian District, Beijing, China

第一条 总则

Article 1 General Principles

甲乙双方根据国家颁布的《中华人民共和国资产评估法》、《资产评估准则》及有关法律、行政法规，为使资产评估工作进行顺利，明确双方的权利义务，特订立本委托合同。

In accordance with the Asset Appraisal Law of the People's Republic of China, Assets Valuation Standards and relevant laws and administrative regulations promulgated by the State, in order to make the asset evaluation work smoothly and clarify the rights and obligations of both parties, this entrustment contract is hereby concluded.

第二条 服务内容

Article 2 The Service Content

1. 评估目的：蒂森克虏伯（中国）投资有限公司拟转让蒂森克虏伯弹簧稳定杆（平湖）有限公司股权；

Purpose of assets evaluation: thyssenkrupp (China) Ltd. intends to transfer the equity of thyssenkrupp Springs and Stabilizers (Pinghu) Ltd.

2. 评估对象和评估范围: 评估对象为蒂森克虏伯弹簧稳定杆(平湖)有限公司股东全部权益, 评估范围为蒂森克虏伯弹簧稳定杆(平湖)有限公司全部资产和负债;

Evaluation Object and evaluation scope: The evaluation object is the entire equity interest in thyssenkrupp Springs and Stabilizers (Pinghu) Ltd..The evaluation scope is the entire assets and liabilities of thyssenkrupp Springs and Stabilizers (Pinghu) Ltd..

3. 评估基准日期为: 2024年11月30日。

Evaluation benchmark date: November 30, 2024

4. 评估报告使用范围:

Scope of Use of Assessment Reports:

依本委托合同提交的资产评估报告仅供甲方及法律、行政法规规定的资产评估报告使用人使用, 其他任何机构和个人不能成为资产评估报告的使用人。

The asset appraisal report submitted in accordance with this entrustment contract is only used by Party A and the users of the asset appraisal report stipulated by laws and administrative regulations, and any other institution or individual cannot be the user of the asset appraisal report.

甲方或法律、行政法规规定的使用人应该按照法律、行政法规规定的和资产评估报告载明的使用目的及用途使用资产评估报告。因上述报告使用者不当使用评估报告所造成的后果, 资产评估机构及其资产评估专业人员不承担责任。

Party A or the users stipulated by laws and administrative regulations shall use the asset evaluation report in accordance with the purpose and purpose of use stipulated in the laws and administrative regulations and stated in the asset evaluation report. Asset appraisal institutions and their asset appraisal professionals are not responsible for the consequences of improper use of appraisal reports by the above-mentioned report users.

甲方或法律、行政法规规定的使用人应在资产评估报告载明的评估结论使用有效期内使用资产评估报告。

Party A or the user stipulated by laws and administrative regulations shall use the asset appraisal report within the validity period of the appraisal conclusion stated in the asset appraisal report.

### 第三条 甲方的义务

#### Article 3 Obligations of Party A

1. 甲方应积极配合乙方工作，为乙方开展资产评估业务提供必要的工作条件和协助，应当根据资产评估业务需要，负责乙方与其他相关当事人之间的协调。

Party A shall actively cooperate with Party B in its work, provide necessary working conditions and assistance for Party B to carry out the asset appraisal business, and shall be responsible for the coordination between Party B and other relevant parties according to the needs of the asset appraisal business.

2. 依法提供资产评估业务需要的资料，并保证资料的真实性、完整性、合法性。

Provide the materials required for the asset appraisal business in accordance with the law, and ensure the authenticity, integrity and legality of the materials.

3. 甲方或者其他相关当事人应当对其提供的资产评估明细表及其他重要资料真实性、完整性、合法性进行确认（确认方式包括签字、盖章或者法律允许的其他方式）。

Party A or other relevant parties shall confirm the authenticity, completeness and legality of the asset evaluation schedule and other important information provided by Party A (the confirmation method includes signature, seal or other methods permitted by law).

4. 做好企业资产和财务清查、核实及调整工作，认真填写资产评估明细表（格式由乙方提供），并负责所填报明细表与实物和财务相符。对于数量较大的资产，应协助将其录入计算机数据库。

Do a good job in the inventory, verification and adjustment of the company's assets and finances, carefully fill in the asset evaluation schedule (the format is provided by Party B), and be responsible for the filled-in schedules that are consistent with the physical and financial items. For larger quantities of assets,

assistance should be provided in entering them into a computer database.

5.按照本委托合同第五条的规定向乙方支付评估费用。

Pay the evaluation fee to Party B in accordance with the provisions of Article 5 of this entrustment contract.

6.甲方和其他相关当事人应恰当使用资产评估报告。

Party A and other relevant parties shall use the asset appraisal report appropriately.

7.未征得乙方的同意，资产评估报告的内容不得被摘抄、引用或者披露于公开媒体，法律、行政法规规定以及相关当事人另有约定的除外。

Without the consent of Party B, the content of the asset appraisal report shall not be excerpted, quoted or disclosed in the public media, unless otherwise stipulated by laws, administrative regulations and relevant parties.

#### 第四条 乙方的义务

##### Article 4 Obligations of Party B

1.乙方应当遵守相关法律、行政法规和资产评估准则，对评估对象在评估基准日特定目的下的价值进行分析和估算，并出具资产评估报告。

Party B shall abide by the relevant laws, administrative regulations and asset appraisal criteria, analyze and estimate the value of the appraisal object under the specific purpose on the Evaluation benchmark date, and issue the asset appraisal report.

2.乙方应在甲方配合下，依据所提供的资产资料进行评估，并在甲方提供所有资料后 15 个工作日内出具资产评估报告初稿；在甲方审阅初稿，并将审查意见反馈给乙方后 3 个工作日内出具符合质量要求的资产评估报告肆套。

Party B shall, with the cooperation of Party A, conduct an assessment based on the asset information provided, and issue the first draft of the asset assessment report within 15 working days after Party A provides all the information; Issue 4 sets of asset appraisal reports that meet the quality requirements within 3 working days.

3. 乙方对甲方所提供的资料及评估事项本身负有保密义务，未经甲方许可，不得向外泄漏。

Party B is obliged to keep the information provided by Party A and this assessment itself confidential and shall not leak any information without the permission of Party A.

4. 未经甲方的书面许可，资产评估机构及其资产评估专业人员不得将资产评估报告的内容向第三方提供或者公开，法律、行政法规另有规定的除外。

Without the written permission of Party A, the asset appraisal agency and its asset appraisal professionals shall not provide or disclose the contents of the asset appraisal report to a third party, unless otherwise stipulated by laws and administrative regulations.

#### 第五条 费用及支付方式

#### Article 5 Fees and Payment Methods

甲方承诺向乙方支付评估费用含税总价为人民币陆万玖仟捌佰元（乙方增值税率为6%），以下支付方式约定评估费金额均为含税价。

Party A undertakes to pay Party B the total price of the assessment fee of RMB 69,800.00(including tax, Party B's VAT rate is 6%).

评估费用的支付方式为：

Payment of the assessment fee is as follows:

1. 在本委托合同签字并在收到乙方收款通知单的五日内甲方先向乙方支付评估费用总额的，计叁万肆仟玖佰元人民币作为预付款，其余50%的评估费用，计叁万肆仟玖佰元人民币，在乙方提交资产评估报告书并收到乙方开具的收款通知单后一次付清。

Within five days after the signing of this entrustment contract and receive the debt note, Party A shall first pay Party B 50% of the total evaluation fee, in the amount of RMB 34,900.00 as an advance payment. The remaining 50% of the appraisal fee, totally RMB 34,900.00, shall be paid in one lump sum when Party B submits the asset appraisal report and Party A receive the debt note.

2. 支付采用电汇方式或双方商定的其他方式。

Payment shall be made by wire transfer or other methods agreed upon by both parties.

3. 除上述评估费外，甲方承担乙方为开展本委托合同的服务所发生的飞机、火车等有关交通费用，甲方或被评估单位免费提供工作场所和设备、现场交通和通讯等条件。

In addition to the above-mentioned assessment fees, Party A shall bear the transportation expenses incurred by Party B for carrying out the services of this entrustment contract, such as planes, trains, etc. Party A or the assessed unit shall provide free workplaces and equipment, on-site transportation and communication, etc..

关于乙方开户银行信息：

About Party B's bank information:

公司名称：中资资产评估有限公司

Company name: CHINA ASSETS APPRAISAL CO.,LTD.

公司地址：中国北京市海淀区首体南路 22 号国兴大厦 17 层 A1

Company address: A1, 17th Floor, Guoxing Building, No. 22, South Shouti Road, Haidian District, Beijing, China

(1) 如支付美元：

If paid in US dollars

收款行名称：北京银行（北京银行国兴家园支行）

Name of receiving bank: BANK OF BEIJING BEIJING CN

SWIFT 代码：BJCNCNBJ

SWIFT CODE: BJCNCNBJ

收款人姓名：中资资产评估有限公司

Name of payee: CHINA ASSETS APPRAISAL CO.,LTD.

收款人账号：01090947600120105044984

Payee account number: 01090947600120105044984

(2) 如支付人民币

If paid in CNY

收款银行名称: 北京银行国兴家园支行

Name of receiving bank: BANK OF BEIJING Guoxing Jiayuan Branch

收款银行地址:北京市海淀区首都体育馆南路 20 号

Receiving bank address: Building Capital Gym South Road20,Haidian District,Beijing ,China

邮政编码: 100044

P.C: 100044

接收银行行号: 313100000499

Receiving bank number: 313100000499

收款人姓名: 中资资产评估有限公司

Name of payee: CHINA ASSETS APPRAISAL CO.,LTD.

收款人账号: 01090947600120105044984

Payee account number: 01090947600120105044984

#### 第六条 违约责任

##### Article 6. Liability for Breach of Contract

1.因甲方违约而终止本委托合同的情形:

Circumstances leading to the termination of this entrustment contract due to breach of contract of Party A:

(1) 甲方提前终止资产评估业务、解除本委托合同的;

Party A terminates the asset appraisal business and terminates this entrustment contract in advance;

(2) 甲方要求出具虚假资产评估报告或者有其他非法干预评估结论情形的,乙方有权单方解除本委托合同;

If Party A requests to issue a false asset appraisal report or has other illegal intervention in the appraisal conclusion, Party B has the right to unilaterally terminate this entrustment contract;

(3) 甲方或者其他相关当事人原因导致资产评估程序受限,乙方无法履行本委托合同,乙方可以单方解除本委托合同;

If for the reason of Party A or other relevant parties the asset appraisal procedure is limited and Party B cannot perform this entrustment contract,

Party B may unilaterally terminate this entrustment contract;

(4) 甲方和其他相关当事人如果拒绝提供或者不如实提供开展资产评估业务所需的权属证明、财务会计信息或者其他相关资料的,乙方有权拒绝履行本委托合同;

If Party A and other relevant parties refuse to provide or do not truthfully provide the ownership certificate, financial accounting information or other relevant materials required to carry out the asset appraisal business, Party B has the right to refuse to perform this entrustment contract;

因上述原因终止本委托合同,乙方不返还预付款,且甲方应当按照已经开展资产评估业务的时间、进度,或者已经完成的工作量支付相应的评估服务费。具体如下:

If this entrustment contract is terminated for the above reasons, Party B will not return the advance payment, and Party A shall pay the corresponding appraisal service fee according to the time and progress of the asset appraisal business, or the workload that has been completed. Details are as follows:

(1) 乙方已完成现场核查工作,甲方需支付费用总额的 60%;

Party B has completed the on-site verification work, and Party A shall pay 60% of the total cost;

(2) 乙方已完成报告初稿(报告电子版)阶段,甲方需支付费用总额的 90%;

Party B has completed the first draft of the report (electronic version of the report), and Party A needs to pay 90% of the total fee;

(3) 乙方已提交签字盖章版评估报告(报告纸质版)阶段,甲方需支付费用总额的 100%。

At the stage that Party B has submitted the signature and stamped version of the evaluation report (paper version of the report), Party A shall pay 100% of the total fee.

2.因乙方违约而终止本委托合同,乙方应当全部退还预付款,并赔偿甲方为乙方提供的交通、通讯、食宿费用等。

In the event of termination of this entrustment contract due to Party B's breach of contract, Party B shall refund all the advance payment and compensate Party A for the transportation, communication, room and board expenses, etc. provided by Party A for Party B.

3.甲乙双方因不可抗力无法履行本委托合同的，根据不可抗力的影响，部分或者全部免除责任，法律另有规定的除外。

If Party A and Party B are unable to perform this entrustment contract due to force majeure, they shall be exempted from liability in part or in whole according to the influence of force majeure, unless otherwise stipulated by law.

#### 第七条 适用法律和争议解决 Article 7 Dispute Resolution

本委托合同适用中华人民共和国法律。甲乙双方在履行本委托合同过程中如发生争议，由双方友好协商解决，协商不成，任何一方均可提请中国国际经济贸易仲裁委员会（贸仲），按照申请仲裁时贸仲有效的仲裁规则进行仲裁。仲裁地点在北京。仲裁语言为中文。仲裁裁决是终局的，对双方均有约束力。。

The applicable law of this entrustment contract is the law of People's Republic of China. Any dispute arising from the performance of this entrustment contract shall be settled by both parties through friendly negotiation. If the negotiation fails, the dispute shall be submitted by any party to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration shall be conducted in Beijing. The arbitration shall be conducted in Chinese. The arbitral award is final and binding upon both parties.

#### 第八条 附则 Article 8 Supplementary Provisions

1.本委托合同经双方法定代表人或授权代表签字，加盖公章之日起生效，约定事项完成后失效。

This entrustment contract shall become effective on the date of signing by the legal representatives or authorized representatives of both parties and stamping the official seal, and becomes invalid after the completion of the agreed items.

2.如有未尽事宜，双方经协商后可签订补充合同，补充合同与本委托合同具有同等法律效力。

If there are any unsettled matters, both parties may sign a supplementary contract after negotiation. The supplementary contract and this entrustment contract have the same legal effect.

3. 本委托合同一式 肆 份, 甲乙双方各执 贰 份, 具有同等法律效力。

This entrustment contract is made in 4 copies, party A and B shall hold 2 copies each with the same legal effect.

4. 本委托合同用中文和英文写成。如果中文版本与英文版本发生冲突, 以中文版本为准。

This entrustment contract is made by Chinese and English. In case of any conflict between the Chinese and English version, the Chinese version shall prevail.

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甲方：蒂森克虏伯股份公司（盖章）

Party A: thyssenkrupp AG

法定代表人或授权代表（签字）：

Legal representative or authorized representative(signature)

日期： 年 月 日



Andreas Hübner  
Member of the Executive Board  
Automotive Technology

Date: 23 October 2024

乙方：中资资产评估有限公司（盖章）


Party B: CHINA ASSETS APPRAISAL CO.,LTD.

法定代表人或授权代表（签字）：

Legal representative or authorized representative(signature)

日期： 年 月 日

Date:



6、中铁十九局蒙古有限责任公司拟转让资产所涉及的矿用自卸车、电动挖掘机等 48 项资产

于 2024.3.14 收存印 38000: 李超 024043

## 资产评估委托合同

Asset appraisal entrusted contract

合同编号: KYGS-MG-SBPG202402

Contract No.: KYGS-MG-SBPG202402

委 托 人: 中铁十九局蒙古有限责任公司 (以下简称甲方)

The principal: C R NINETEEN BUREAU MONGOLIA LLC (Hereinafter referred to as Party A)

委托人住所: 乌兰巴托市苏赫巴托区阳光大道 sunroad 办公楼 8 层

Domicile of The principal : 8th floor,sunroad office building,narny zam,khoroo 1,sukhbaatar,ulaanbaatar

资产评估机构: 中资资产评估有限公司 (以下简称乙方)

The asset appraisal institution : CHINA ASSETS APPRAISAL CO.,LTD. (Hereinafter referred to as Party B)

资产评估机构住所: 北京市海淀区首体南路 22 号国兴大厦 17 层 A1

Domicile of asset appraisal institution: A1, 17th Floor, Guoxing Building, No. 22, South Shouti Road, Haidian District, Beijing , China

资产评估委托合同签订地点: 北京

Place of signing the asset appraisal entrustment contract :BEIJING

### 第一条 总则

article 1 general principles

甲乙双方根据国家颁布的《中华人民共和国资产评估法》、《资产评估准则》及有关法律、行政法规,为使资产评估工作顺利进行,明确双方的权利义务,特订立本委托合同。

In accordance with the Asset Appraisal Law of the People's Republic of China, Assets Valuation Standards and relevant laws and administrative regulations promulgated by the State, In order to make the asset evaluation work smoothly and clarify the rights and obligations of both parties, this entrustment contract is hereby concluded.

### 第二条 服务内容

Article 2 The service content

1. 评估目的: 为甲方拟转让设备提供价值参考;

purpose of assets evaluation:Provide value reference for Party A to transfer the

equipment

2. 评估对象和评估范围：评估对象为甲方拟转让的设备，评估范围以甲方申报的资产评估明细表为准；

Evaluation Object and evaluation scope: The evaluation object is the equipment to be transferred by Party A; The evaluation scope shall be subject to the asset appraisal schedule by Party A

3. 评估基准日期为：2024年1月31日。

Evaluation benchmark date: January 31, 2024

4. 评估报告使用范围：

Scope of Use of Assessment Reports:

依本委托合同提交的资产评估报告仅供甲方及法律、行政法规规定的资产评估报告使用人使用，其他任何机构和个人不能成为资产评估报告的使用人。

The asset appraisal report submitted in accordance with this entrustment contract is only used by Party A and the users of the asset appraisal report stipulated by laws and administrative regulations, and any other institution or individual cannot be the user of the asset appraisal report.

甲方或法律、行政法规规定的使用人应该按照法律、行政法规规定的和资产评估报告载明的使用目的及用途使用资产评估报告。因上述报告使用者不当使用评估报告所造成的后果，资产评估机构及其资产评估专业人员不承担责任。

Party A or the users stipulated by laws and administrative regulations shall use the asset evaluation report in accordance with the purpose and purpose of use stipulated in the laws and administrative regulations and stated in the asset evaluation report. Asset appraisal institutions and their asset appraisal professionals are not responsible for the consequences of improper use of appraisal reports by the above-mentioned report users.

甲方或法律、行政法规规定的使用人应在资产评估报告载明的评估结论使用有效期内使用资产评估报告。

Party A or the user stipulated by laws and administrative regulations shall use the asset appraisal report within the validity period of the appraisal conclusion stated in the asset

appraisal report.

### 第三条 甲方的义务

#### Article 3 Obligations of Party A

1. 甲方应积极配合乙方工作，为乙方开展资产评估业务提供必要的工作条件和协助，应当根据资产评估业务需要，负责乙方与其他相关当事人之间的协调。

Party A shall actively cooperate with Party B in its work, provide necessary working conditions and assistance for Party B to carry out the asset appraisal business, and shall be responsible for the coordination between Party B and other relevant parties according to the needs of the asset appraisal business.

2. 依法提供资产评估业务需要的资料，并保证资料的真实性、完整性、合法性。

Provide the materials required for the asset appraisal business in accordance with the law, and ensure the authenticity, integrity and legality of the materials.

3. 甲方或者其他相关当事人应当对其提供的资产评估明细表及其他重要资料真实性、完整性、合法性进行确认（确认方式包括签字、盖章或者法律允许的其他方式）。

Party A or other relevant parties shall confirm the authenticity, completeness and legality of the asset evaluation schedule and other important information provided by Party A (the confirmation method includes signature, seal or other methods permitted by law)

4. 做好企业资产和财务清查、核实及调整工作，认真填写资产评估明细表和（格式由乙方提供），并负责所填报明细表与实物和财务相符。对于数量较大的资产，应协助将其录入计算机数据库。

Do a good job in the inventory, verification and adjustment of the company's assets and finances, carefully fill in the asset evaluation schedule (the format is provided by Party B), and be responsible for the filled-in schedules that are consistent with the physical and financial items. For larger quantities of assets, assistance should be provided in entering them into a computer database.

5. 按照本合同第五条的规定向乙方支付评估费用。

Pay the evaluation fee to Party B in accordance with the provisions of Article 5 of this contract.

6. 甲方和其他相关当事人应恰当使用资产评估报告。

Party A and other relevant parties shall use the asset appraisal report appropriately.

7. 未征得乙方的同意，资产评估报告的内容不得被摘抄、引用或者披露于公开媒体，法律、行政法规规定以及相关当事人另有约定的除外。

Without the consent of Party B, the content of the asset appraisal report shall not be excerpted, quoted or disclosed in the public media, unless otherwise stipulated by laws, administrative regulations and relevant parties.

甲方票据开具信息：

1. 银行英文名称 Bank's name: KHAN BANK

2. 银行代码号 SWIFT CODE: AGMOMNUB

3. 用户名称：中铁十九局蒙古有限责任公司

Account name: C R NINETEEN BUREAU MONGOLIA LLC

4. 账户号码 Account number: 蒙图 MNT-5038077394

美元 USD-5038077407

人民币 CNY-5038077418

5. 银行固定地址 Address: Khan Bank Tower, Chinggis Avenue-6, Stadium Orgil – 1, Khan-Uul district, Ulaanbaatar 17010, Mongolia

6. 单位地址: 乌兰巴托市苏赫巴托区阳光大道 sunroad 办公楼 8 层

Account Address : 8th floor, sunroad office building, naryn zam, khoroo 1, sukhbaatar, ulaanbaatar

#### 第四条 乙方的义务

Article 4 Obligations of Party B

1. 乙方应当遵守相关法律、行政法规和资产评估准则，对评估对象在评估基准日特定目的下的价值进行分析和估算，并出具资产评估报告。

Party B shall abide by the relevant laws, administrative regulations and asset appraisal

criteria, analyze and estimate the value of the appraisal object under the specific purpose on the Evaluation benchmark date, and issue an asset appraisal report.

2. 乙方应在甲方配合下，依据所提供的资产资料进行评估，并在甲方提供所有资料后 12 个工作日内出具资产评估报告初稿；在甲方审阅初稿，并将审查意见反馈给乙方后 3 个工作日内出具符合质量要求的资产评估报告肆套。

Party B shall, with the cooperation of Party A, conduct an assessment based on the asset information provided, and issue the first draft of the asset assessment report within 12 working days after Party A provides all the information; Issue 4 sets of asset appraisal reports that meet the quality requirements within 3 working days.

3. 乙方对甲方所提供的资料负有保密义务，未经甲方许可，不得向外泄漏。

Party B is obliged to keep the information provided by Party A confidential and shall not leak it without the permission of Party A.

4. 未经甲方的书面许可，资产评估机构及其资产评估专业人员不得将资产评估报告的内容向第三方提供或者公开，法律、行政法规另有规定的除外。

Without the written permission of Party A, the asset appraisal agency and its asset appraisal professionals shall not provide or disclose the contents of the asset appraisal report to a third party, unless otherwise stipulated by laws and administrative regulations.

## 第五条 费用及支付方式

### Article 5 Fees and Payment Methods

甲方承诺向乙方支付评估费用含税总价为人民币柒万陆仟元（乙方增值税率为 6%），以下支付方式约定评估费金额均为含税价。

Party A undertakes to pay Party B the total price of the assessment fee including tax of RMB 76,000.00 (Party B's VAT rate is 6%).

评估费用的支付方式为：

Payment of the assessment fee is as follows:

1. 在本委托合同签字后三日内甲方先向乙方支付评估费用总额的 50%，计叁万捌仟元人民币作为预付款，其余 50% 的评估费用，计叁

万捌仟元人民币，在乙方提交资产评估报告书时一次付清。

Within three days after the signing of this entrustment contract, Party A shall first pay Party B 50% of the total evaluation fee, in the amount of RMB 38,000.00 as an advance payment, The remaining 50% of the appraisal fee, totaling RMB 38,000.00, shall be paid in one lump sum when Party B submits the asset appraisal report.

2. 支付采用电汇方式或双方商定的其他方式。

Payment shall be made by wire transfer or other methods agreed upon by both parties.

3. 除上述评估费外，甲方承担乙方为开展本资产评估委托合同的服务所发生的飞机、火车等有关交通费用，甲方或被评估单位免费提供工作场所和设备、现场交通和通讯等条件。

In addition to the above-mentioned assessment fees, Party A shall bear the transportation expenses incurred by Party B for carrying out the services of this asset assessment entrustment contract, such as planes, trains, etc. Party A or the assessed unit shall provide free workplaces and equipment, on-site transportation and communication, etc. condition.

关于乙方开户银行信息：

About Party B's bank information:

公司名称：中资资产评估有限公司

Company name: CHINA ASSETS APPRAISAL CO.,LTD.

公司地址：中国北京市海淀区首体南路 22 号国兴大厦 17 层 A1

Company address: A1, 17th Floor, Guoxing Building, No. 22, South Shouti Road,

Haidian District, Beijing, China

(1) 如支付美元：

If paid in US dollars

收款行名称：北京银行（北京银行国兴家园支行）

Name of receiving bank: BANK OF BEIJING BEIJING CN

SWIFT 代码：BJCNCNBJ

SWIFT CODE: BJCNCNBJ

收款人姓名：中资资产评估有限公司

Name of payee: CHINA ASSETS APPRAISAL CO.,LTD.

收款人账号: 01090947600120105044984

Payee account number: 01090947600120105044984

(2) 如支付人民币

If paid in CNY

收款银行名称: 北京银行国兴家园支行

Name of receiving bank: BANK OF BEIJING Guoxing Jiayuan Branch

收款银行地址: 北京市海淀区首都体育馆南路 20 号

Receiving bank address : Building Capital Gym South Road20,Haidian  
District,Beijing ,China

邮政编码: 100044

P.C: 100044

接收银行行号: 313100000499

Receiving bank number: 313100000499

收款人姓名: 中资资产评估有限公司

Name of payee: CHINA ASSETS APPRAISAL CO.,LTD.

收款人账号: 01090947600120105044984

Payee account number: 01090947600120105044984

## 第六条 违约责任

Article 6. Liability for breach of contract

### 1. 甲方违约而终止资产评估委托合同的情形:

Circumstances in which Party A terminates the asset appraisal entrustment contract due to breach of contract:

(1) 甲方提前终止资产评估业务、解除资产评估委托合同的;

Party A terminates the asset appraisal business and terminates the asset appraisal entrustment contract in advance;

(2) 甲方要求出具虚假资产评估报告或者有其他非法干预评估

结论情形的，乙方有权单方解除资产评估委托合同。

If Party A requests to issue a false asset appraisal report or has other illegal intervention in the appraisal conclusion, Party B has the right to unilaterally rescind the asset appraisal entrustment contract.

(3) 甲方或者其他相关当事人原因导致资产评估程序受限，乙方无法履行资产评估委托合同，乙方可以单方解除资产评估委托合同；

If Party A or other relevant parties cause restrictions on the asset appraisal procedure and Party B cannot perform the asset appraisal entrustment contract, Party B may unilaterally terminate the asset appraisal entrustment contract;

(4) 甲方和其他相关当事人如果拒绝提供或者不如实提供开展资产评估业务所需的权属证明、财务会计信息或者其他相关资料的，乙方有权拒绝履行资产评估委托合同；

If Party A and other relevant parties refuse to provide or do not truthfully provide the ownership certificate, financial accounting information or other relevant materials required to carry out the asset appraisal business, Party B has the right to refuse to perform the asset appraisal entrustment contract

因上述原因终止资产评估委托合同，乙方不返还预付款，且甲方应当按照已经开展资产评估业务的时间、进度，或者已经完成的工作量支付相应的评估服务费。具体如下：

If the asset appraisal entrustment contract is terminated for the above reasons, Party B will not return the advance payment, and Party A shall pay the corresponding appraisal service fee according to the time and progress of the asset appraisal business, or the workload that has been completed. details as follows:

(1) 乙方已完成现场核查工作，甲方需支付费用总额的 60%；

Party B has completed the on-site verification work, and Party A shall pay 60% of the total cost;

(2) 乙方已完成报告初稿（报告电子版）阶段，甲方需支付费用总额的 90%；

Party B has completed the first draft of the report (electronic version of the report), and Party A needs to pay 90% of the total fee;

(3) 乙方已提交签字盖章版评估报告（报告纸质版）阶段，甲

方需支付费用总额的 100%。

At the stage that Party B has submitted the signature and stamped version of the evaluation report (paper version of the report), Party A shall pay 100% of the total fee.

2. 因乙方违约而终止资产评估委托合同，乙方应当全部退还预付款，并赔偿甲方为乙方提供的交通、通讯、食宿费用。

In the event of termination of the asset appraisal entrustment contract due to Party B's breach of contract, Party B shall refund all the advance payment and compensate Party A for the transportation, communication, room and board expenses provided by Party A for Party B.

3. 甲乙双方因不可抗力无法履行资产评估委托合同的，根据不可抗力的影响，部分或者全部免除责任，法律另有规定的除外。

If Party A and Party B are unable to perform the asset appraisal entrustment contract due to force majeure, they shall be exempted from liability in part or in whole according to the influence of force majeure, unless otherwise stipulated by law.

## 第七条 争议解决

### Article 7 Dispute Resolution

甲乙双方在履行本资产评估委托合同过程中如发生争议，由双方友好协商解决，协商不成，提请北京仲裁委员会仲裁解决，仲裁语言为中文，适用法律为中国法律。

Any dispute arising from the performance of this contract shall be settled by both parties through friendly negotiation. If the negotiation fails, the dispute shall be submitted to the arbitration institution in the place where Party A is located for arbitration.

## 第八条 附则

### Article 8 Supplementary Provisions

1. 本资产评估委托合同经双方法定代表人或授权代表签字，加盖公章之日起生效，约定事项完成后失效。

This asset appraisal entrustment contract is signed by the legal representatives or authorized representatives of both parties and becomes effective on the date of stamping the official seal, and becomes invalid after the completion of the agreed items.

2. 如有未尽事宜，双方经协商后可签订补充合同，补充合同与本合同具有同等法律效力。

If there are any unsettled matters, the two parties may sign a supplementary contract after negotiation. The supplementary contract and this contract have the same legal effect.

3. 本委托合同一式肆份，甲乙双方各执贰份。

This entrustment contract is made in 4 copies, each party A and B shall hold 2 copies.

4. 如果中文与英文条款发生冲突，以中文条款为准。

In case of conflict between the Chinese and English terms, the Chinese terms shall prevail.

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甲方：中~~铁十九局~~蒙古有限责任公司 乙方：中~~资~~资产评估有限公司

Party A C R NINETEEN BUREAU MONGOLIA LLC Party B: CHINA ASSETS APPRAISAL CO.,LTD.

法定代表人或

法定代表人或

授权代表 (签字): 

授权代表 (签字): 

Party A Legal representative or authorized representative(signature)

Party B Legal representative or authorized representative(signature)

2024年02月21日

年 月 日

Date

Date

附件 1:

### 诚信合规协议

双方同意，本协议是双方订立的合同的重要组成部分，双方愿共同遵守。

#### 一、 公务人员的定义

本协议中的“公务人员”应包括但不限于其他单位的下列人员：

(一) 政府的官员、雇员、代表以及代表政府或者经公共权力机构授权行事的人士；

(二) 国际组织的官员、雇员和代表；

(三) 行使公共权力的政治组织的官员、雇员、代表，或皇室成员；

(四) 政府直接或间接控制或施加决定性影响力的公共企业的官员。

#### 二、 遵守反腐败法律

卖方在此声明、保证及承诺，本协议约定的活动或交易相关的卖方及卖方的关联公司、子公司、董事、高级管理人员、员工、代理、顾问、承包商、受托人、最终受益人和股东，及所有直接或间接代表卖方行事的个人及相关方，过去未曾、将来亦不会违反或致使买方违反《中华人民共和国刑法》、《联合国反腐败公约》、《经济合作与发展组织关于打击国际商业交易中行贿外国公职人员行为的公约》，及业务所在国的反腐败、反欺诈、反串谋及反不正当竞争法律、法规及规则等（合称“反腐败法律”）。卖方特此声明、保证及承诺：卖方及卖方关联公司、董事、高级管理人员、员工、代理、顾问、承包商、受

托人、最终受益人和股东，及所有代表卖方行事的个人及相关方，过去未曾、将来亦不会发生以下行为：

（一） 为如下目的给予或承诺给予公务人员、个人或实体任何利益：

1. 不当影响公务人员的行为或决定；
2. 诱使公务人员违反其法定职责从而作为或不作为；
3. 诱使公务人员直接通过其个人影响力，或通过其对国内外政府或政府部门的影响力，影响该政府或政府部门的行为或决定；
4. 协助卖方、买方或买方关联方不当获得或保持商业机会或使其获得不当优势。

（二） 为如下目的给予或承诺给予个人任何利益，无论其是否为公务人员：

1. 意图使该个人不当履行其应尽的职责或义务；
2. 知悉或相信该个人接受利益即构成不当履行其应尽的职责或义务。

### 三、持续义务

卖方在此声明并保证：卖方和卖方的关联公司、董事、高级管理人员、员工、代理、顾问、承包商、受托人、最终受益人和股东，及所有代表卖方行事的个人及相关方，在本协议有效期内均会遵守反腐败法律的相关规定。

### 四、公务人员参与

除已向买方披露的情形外，卖方现有的高级管理人员、董事、最

最终受益人、股东（此处不包括上市公司的股东）及员工均非公务人员，其直系亲属亦均非公务人员；若发现上述高级管理人员、董事、最终受益人、股东或员工成为公务人员时，卖方应在合理时间内通知买方。

#### 五、 无私设资金

在本协议有效期内，卖方不会因为接受反腐败法律所禁止的支付，或为便利反腐败法律所禁止的其他行为，而设立或保有秘密或账外资金、账户或资产，无论其是否与本协议拟进行的交易相关。

#### 六、 合规声明

本协议签署后，卖方应提供其遵守反腐败法律的年度合规证明。

#### 七、 赔偿

卖方承诺：买方及其代表、高级管理人员、董事、员工及股东不承担因卖方违反本协议约定的反腐败陈述、保证与承诺而造成的损失及后果，包括但不限于罚金、损失赔偿金或上述个人或相关方的经济损失。

#### 八、 终止权

根据可靠消息来源，包括但不限于卖方陈述或有正当来源的新闻报道，如买方认为卖方已实质性违反其在本附件中的遵守反腐败法律的相关陈述、保证与承诺，则视为卖方实质违反本协议。无论卖方是否因为违反反腐败法律而获罪或受到其他惩罚，买方都有权终止本协议，且无须为此承担罚金或对卖方支付赔偿。

#### 九、 审核权

卖方应保留所有必要记录以证明其遵守本协议的规定。卖方同

意，经买方事先通知，买方或买方指派的审计事务所可查阅或审核卖方与本协议履行相关的会计账簿和记录。买方及其指派的审计事务所对前述会计账簿和记录的查阅或审核应严格限于本协议所述工作范围，且应仅为合规审核目的。本条所列审核费用应由买方独立承担。

#### 十、费用

卖方履行本协议约定的义务所产生的成本及费用应完全由卖方承担，买方事先同意承担的除外。

#### 十一、调查通知

卖方同意，如其发现其因与本协议相关的行为正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，应立即通知买方；此外，如卖方发现其因违反反腐败法律而正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，无论被调查行为是否与本协议相关，应立即通知买方。

咨询举报邮箱：hgzxjb.19g@crcc.cn。

咨询举报电话：010-59819087

买方（盖章）：

法定代表人

或委托代理人：

2024年2月21日



李时强

卖方（盖章）：

法定代表人

或委托代理人：

年 月 日



张宏武



## 补充协议书

甲方：中铁十九局集团有限公司

乙方：中铁十九局集团矿业投资有限公司

丙方：中铁十九局蒙古有限责任公司

丁方：中资资产评估有限公司

为确保委托方（中铁十九局蒙古有限责任公司）拟转让设备提供价值参考，委托方与资产评估机构（中资资产评估有限公司）签订了《资产评估委托合同》（合同编号：KYGS-MG-SBPG202402），原合同正常履行，其约定条款全部有效。

为满足委托方及其上级管理机构的管理需要，特签订此补充协议。届时委托方由原合同约定的中铁十九局蒙古有限责任公司一方变更为甲乙丙三方，此三方共同对丁方进行委托。

甲乙丙三方的隶属及管理关系为：甲方为丙方的母公司，乙方为甲方的子公司；经甲方批准，乙方代管丙方，乙方对丙方履行管理权利，丙方完全接受乙方的领导和指示。丁方对甲乙丙三方的隶属及管理关系完全知悉，甲方共同认可此补充协议。





甲方：中铁十九局集团有限公司

法定代表人：



乙方：中铁十九局集团矿业投资有限公司

法定代表人：



丙方：中铁十九局蒙古有限责任公司

法定代表人：



丁方：中资资产评估有限公司

法定代表人：



2024年 4月16日

