

编号(NO.): 2021BJV4031

# 资产评估委托合同

## Entrustment Contract for Appraisal

项目名称: 希杰储运(上海)有限公司资产评估项目

Project Name: The Market Value of CJ LOGISTICS WAREHOUSE(SHANGHAI)  
CO.,LTD.

委托方: 三逸会计师事务所(以下简称甲方)

Entrusting Party: **Samil PricewaterhouseCoopers** ("Party A")

地址: 首尔特别市 龙山区 汉江大路 100

Address: 100, Hangang-daero, Yongsan-gu, Seoul, Republic of Korea

电话(Tel): +82-2-3781-9812

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联系人(Contact Person): Dong-Youl Lee

E-mail: [dong-youl.lee@pwc.com](mailto:dong-youl.lee@pwc.com)

受托方: 中和资产评估有限公司(以下简称乙方)

Trustee Party: **Zhonghe Appraisal Co., Ltd.** ("Party B")

地址: 北京市东城区朝阳门北大街8号富华大厦A座13层, 100027

Address: Floor 13, Building A, Fuhua Mansion, 8 Chaoyangmen

Beidajie, Dongcheng District, Beijing, 100027

电话(Tel): 010-58383636

传真(Fax): 010-65547182

联系人(Contact Person): 赵勇(ZhaoYong)

E-mail: [zhaoyong@zhcpv.com](mailto:zhaoyong@zhcpv.com)

## 第一条 总则

甲、乙双方根据《中华人民共和国资产评估法》、《中华人民共和国民法典》等有关规定，为使资产评估工作顺利进行，明确各方的权利义务，特订立本委托合同。

### Article 1 General Provisions

In accordance with the Asset Appraisal Law of the People's Republic of China, the Civil Code of the People's Republic of China and other relevant provisions, Party A and Party B enter into this Entrustment Contract as a way to ensure the smooth progress of asset appraisal and identify the rights and obligations of each Party.

## 第二条 评估目的

甲方纳税申报需要，特委托乙方对所涉及的资产在评估基准日的市场价值进行评估，为甲方提供价值参考。

### Article 2 Appraisal Purpose

For tax declaration purposes, Party A hereby entrusts Party B to evaluate the market value of the subject on the appraisal date so as to provide value reference for Party A.

## 第三条 评估对象及评估范围

乙方接受甲方委托，对希杰储运（上海）有限公司的股东全部权益价值进行评估。评估范围为甲方提供给乙方的评估基准日评估申报明细表内相关资产和负债。

### Article 3 Appraisal Subject and Appraisal Range

Party A and conducts appraisal on the market value of CJ LOGISTICS WAREHOUSE(SHANGHAI) CO.,LTD.. The appraisal range mentioned herein refers to assets and liabilities within the Appraisal Declaration List on the appraisal date provided by Party A.

#### 第四条 评估基准日

此次评估基准日为2021年06月30日。

#### Article 4 Appraisal date

The appraisal date herein refers to June 30 2021.

#### 第五条 资产评估报告的出具

- (一) 在甲方完成本委托合同第七条款中约定的相关准备工作后乙方即开始现场勘察工作，在现场工作结束后10个工作日之内出具评估报告征求意见稿。
- (二) 甲方接到乙方提交的评估报告（征求意见稿）后的10个工作日内提出意见，如逾期未提出，乙方可视为甲方无不同意见并出具正式报告。
- (三) 如无特殊情况，乙方应在收到甲方意见后的一周内做出必要修改并出具正式报告。
- (四) 评估报告包括主报告、评估明细表，采用中文、英文两种语言的双语版形式提交，其中评估报告一式两份，评估明细表一式两份。

#### Article 5 Issuance of Asset Appraisal Report

(I) Party B starts the on-site inspection and investigation upon the completion of relevant preparations as specified in Article 7 herein by Party A and issues the Exposure Draft of Appraisal Report within 10 working days after the conclusion of on-site inspection and investigation.

(II) Party A shall come up with suggestions within 10 working days after it receives the Appraisal Report (Exposure Draft) provided by Party B. Should Party A fail to come up with

suggestions within the time limit, it should be considered by Party B as Party A having no point of disagreement and Party B then produces formal report.

(III) Barring special circumstances, Party B shall make necessary rectifications and produce formal report within one week after it receives the opinions put forward by Party A.

(IV) The Appraisal Report shall include Main Report and Appraisal List, all of which shall be submitted in both Chinese and English version, and be in duplicate respectively.

## **第六条 资产评估报告的使用**

- (一) 乙方执行本委托合同出具的评估报告，使用权归甲方所有，但仅供甲方专门为本委托合同载明的评估目的而使用。
- (二) 除法律、法规规定以及甲乙双方另有约定外，未征得乙方同意，评估报告的内容不得被摘抄、引用或披露于公开媒体。

### **Article 6 Application of the Asset Appraisal Report**

(I) The ownership of the Appraisal Report produced by Party B in the implementation hereof belongs to Party A and CJ LOGISTICS WAREHOUSE(SHANGHAI) CO.,LTD.. However, the Report shall be used only for the Appraisal Purpose as specified herein.

(II) The content of the Appraisal Report shall not be excerpted, cited or disclosed in public media without the consent of Party B with the exception of rules stipulated by laws, regulations and other agreement signed by both Parties hereto.

## **第七条 甲方的权利与义务**

- (一) 甲方有按本委托合同约定得到乙方依照行业标准提交的资产评估报告的权利。
- (二) 甲方应根据乙方的要求积极安排或协助资产占有方做好有关准备工作和配合工作。
- (三) 甲方和希杰储运（上海）有限公司应向乙方提供本次评估项目所需的相关数据和文件资料，保证所提供资料的真实性、合法性、完整

性，并根据需要对所提供的评估明细表及相关证明材料以签字、盖章或其他方式进行确认。

(四) 甲方应按本委托合同第六条款约定恰当使用资产评估报告。

(五) 甲方应按照本委托合同第九条款规定及时足额支付评估费用。

(六) 甲方不得在乙方提供服务期间及服务结束后6个月内聘用乙方员工，一经发现，乙方有权视情节对甲方提起诉讼。

#### **Article 7 Party A's Rights and Obligations**

(I) Party A is entitled to obtain the Asset Appraisal Report according to the contract herein which is delivered by Party B in accordance with the requirement for industry standards.

(II) Party A shall proactively arrange or assist the asset owner to do a good job in preparation and coordination works according to as required by Party B.

(III) Party A and CJ LOGISTICS WAREHOUSE(SHANGHAI) CO.,LTD. shall provide Party B with relevant data and documents necessary for this appraisal project, ensure the authenticity, legality and integrity of the data it provides and confirm the Appraisal List and other relevant evidentiary materials its provides through signing, sealing or other forms as required.

(IV) Party A shall properly use the Asset Appraisal Report according to Article 6 hereof.

(V) Party A shall pay the appraisal costs on time and in full according to Article 9 hereof.

(VI) Party A shall not employ Party B's working staffs during the period of Party B's provision of services and within 6 months after the completion of the service. Once it occurs, Party B is entitled to institute legal proceedings against Party A according to the circumstances.

#### **第八条 乙方的权利与义务**

(一) 遵守相关法律、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、估算并发表专业意见是乙方的责任。

(二) 乙方应在甲方的配合下，依据所提供的评估资料进行评估，并按时间安排出具符合本委托合同要求的资产评估报告书。

(三) 乙方对甲方提供的文件资料应妥善保管并尽保密之责，非经甲方同

意，不得擅自公开或泄漏给他人。

- (四) 未经甲方书面许可，乙方不得将评估报告内容向第三方提供或公开，法律、法规另有规定的除外。
- (五) 乙方对甲方不当使用评估报告所造成的后果不承担责任。
- (六) 当评估程序所受限制对与评估目的相对应的评估结论构成重大影响时，乙方有权中止履行业务委托合同。相关限制无法排除时，乙方有权解除业务委托合同。业务委托合同解除后评估服务费将按乙方实际已发生的成本支出收取。

#### **Article 8 Party B's Rights and Obligations**

(I) Party B is responsible for conducting analysis and estimation on the value of the appraisal object on the appraisal date and voicing its professional opinion in accordance with relevant laws, regulations and asset appraisal norms.

(II) Party B shall carry out appraisal according to the appraisal materials under the coordination provided by Party A and produce the Asset Appraisal Report according to the requirement hereof on time.

(III) Party B shall properly maintain and keep confidential of the documents and materials provided by Party A and shall not publicize or disclose them to other person without the consent of Party A.

(IV) Party B shall not provide any third party with or publicize the content of the Appraisal Report without the written consent of Party A unless otherwise provided by laws and regulations.

(V) Party B assumes no responsibility for any consequences arising out of the improper use of the Appraisal Report by Party A.

(VI) Party B is entitled to terminate the implementation of the Entrustment Contract provided that the limitations of the appraisal process exert major impact on the appraisal conclusion corresponding to the appraisal purpose. When relevant limitations couldn't be removed, Party B is entitled to release the Engagement Letter. The appraisal service fees after the release hereof shall be collected according to the expense and cost actually generated by Party B.

### **第九条 评估收费及支付方式**

- (一) 乙方的专业服务费主要参照国家标准，并依据责任程度、专业服务类别、专业人员级别及所花费工时综合计算。经双方协定，甲方承诺向乙方支付评估费用人民币11万元，大写人民币壹拾壹万元整。
- (二) 评估费用的支付进度和方式为：
1. 评估合同签订后一周内，支付合同额的50%，即支付人民币5.5万元，大写人民币伍万伍仟元整；
  2. 出具资产评估报告征求意见稿后一周内，支付合同额的40%，即支付人民币4.4万元，大写人民币肆万肆仟元整；
  3. 出具正式资产评估报告后一周内，支付合同额的10%，即支付人民币1.1万元，大写人民币壹万壹仟元整。
- (三) 经双方商定，评估人员的现场食宿由甲方安排，差旅费等杂费按实际发生额在上述服务费之外另由甲方支付。杂费通常包括必需的交通、餐饮、通信、计算机网络使用费等专为此次评估工作所发生的费用。

#### **Article 9 Appraisal Charge and Payment Method**

(I) The professional fee of Party B is mainly based on national standards and comprehensively calculated according to the accountability, type of the professional service, proficiency of professionals and the working hours spent. Party A undertakes to pay RMB110,000 as the appraisal fee.

(II) Payment schedule and method of appraisal cost:

1. Pays 50% of the contract value within one week after the signing hereof, i.e., RMB55,000.
2. Pays 40% of the contract value within one week after producing the Exposure Draft of the Asset Appraisal Report, i.e., RMB44,000.
3. Pays 10% of the contract value within one week after producing the formal Asset Appraisal Report, i.e., RMB11,000.

(III) Party A shall arrange the on-site accommodation and accommodation of the assessors, and pay the travel costs and other expenses. Other expenses usually include necessary transportation, catering, communication, computer network usage fees and other

expenses incurred specifically for the assessment work.

## 第十条 违约责任

- (一) 甲方如未按委托合同第七款规定做好评估的协调工作，乙方可按耽误时间顺延评估报告书的交付时间，并有权按被耽误评估人员的工时成本经与甲方协商后追加收费。
- (二) 甲方如果中途终止委托评估请求，乙方工作已经过半(即现场工作结束)，甲方则应按本委托合同约定的费用全部付给乙方；乙方工作尚未过半，甲方则应付给乙方不低于全部费用的50%。
- (三) 乙方如无特殊原因和适当理由，不得迟于本委托合同规定的时间交付评估报告书。因不可抗力或甲方的原因导致评估报告延期出具，乙方免责。但乙方应及时与甲方沟通，说明无法按时出具评估报告的理由。
- (四) 因乙方违约而终止合同，乙方应当退还全部预付款。

### Article 10 Liability for Breach of Contract

(I) Provided that Party A fail to provide coordination for the appraisal according to Article 7 hereof, Party B may delay the time for delivering the Appraisal Report based on the delaying time and is entitled to claim more fees based on the time cost of the appraisers being delayed.

(II) Provided that Party A terminate the entrustment requirement halfway and Party B have completed more than half of the work (that is the conclusion of on-site inspection and investigation), Party A shall pay all the cost to Party B according to the Engagement Letter; in case that the Party B has yet to complete half of the work, Party A shall pay no less than 50% of the total cost to Party B.

(III) Party B shall deliver the Appraisal Report no later than the agreed time herein should it have no special reason and reasonable justification. Party B is relived from the responsibility for the delayed delivery of the Appraisal Report due to force majeure or the reason of Party A. However, Party B shall communicate with Party A in a timely way to explain the reason of the delayed delivery of the Appraisal Report.

(IV) Party B shall return all the advance payment should the termination of the contract

be the result of Party B's default.

### 第十一条 其他事项

- (一) 本委托合同自甲乙双方盖章后即生效，其中任何一方未经对方同意不得随意更改。
- (二) 凡与本委托合同有关的所有争议，双方应友好协商解决。协商不成的，双方同意交由北京仲裁委员会按照该会的仲裁规则进行仲裁，裁决是终局的，对双方具有约束力，败诉方承担对方律师费。
- (三) 本委托合同生效后，甲、乙双方均按合同中的有关条款开展工作。
- (四) 本委托合同一式肆份，甲乙双方各执贰份，每份具有同等法律效力。
- (五) 本委托合同受中华人民共和国法律管辖。
- (六) 受托单位简况：

营业执照：北京工商行政管理局颁发

统一社会信用代码：91110101100017977P

资产评估机构备案机关：北京市财政局

- (七) 中和资产评估有限公司开户行及银行账号

户名：中和资产评估有限公司

开户行：中信银行北京分行营业部

账号：7110310182600055621

#### Article 11 Miscellaneous

(I) The Entrustment Contract comes into force after being sealed by Party A and Party B and any Party hereto shall not arbitrarily change it without the consent of the other Party.

(II) All disputes in connection with the Entrustment Contract shall be addressed through friendly consultation by both Parties hereto. Should the consultation fail, both Parties hereto agree to submit the case to Beijing Arbitration Commission for arbitration pursuant to its arbitration rule. The verdict shall be final and binding upon both Parties hereto. The Losing Party shall cover the attorney fee of the other Party.

(III) Party A and Party B conducts work according to relevant terms & conditions of the contract upon the entry into force of the Engagement Letter.

(IV) The Letter is in triplicate, with Party A holding two and Party B holding one. Each of them is of equal validity.

(V) The Entrustment Contract shall be governed by the laws of the People's Republic of China.

(VI) Profile of the Trustee Party

Business License: issued by the Beijing Administration for Industry and  
Commerce

Registration Number: 91110101100017977P

Record authority of assets appraisal institution: Beijing Municipal Bureau of  
Finance

(VII) The opening bank and bank account of Zhonghe Appraisal Co., Ltd.

Account Name: Zhonghe Appraisal Co., Ltd.

Opening Bank: China Citic Bank, Beijing Branch

Bank account: 7110310182600055621

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“甲方”(Party A): 三逸会计师事务所

**Party A: Samil PricewaterhouseCoopers**

法定代表人或授权代表签字

Signed by legal / authorised representative

时间: 年 月 日

Date:



Samil PricewaterhouseCoopers

“乙方”: 中和资产评估有限公司

**Party B: Zhonghe Appraisal Co., Ltd.**

法定代表人或授权代表签字

Signed by legal / authorised representative

时间: 2024年 8月31日

Date:

