

LCY-2021-189

附件

合同编号：

Contract No:

## 估值委托合同

### Valuation Entrustment Contract

委托人（甲方）：Powertek Energy Sdn Bhd

Entrusting Party (Party A): Powertek Energy Sdn Bhd

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：2021 年 11 月 22 日

Date: 22 November 2021



甲乙双方根据《中华人民共和国合同法》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：Powertek Energy Sdn Bhd。乙方为：China Assets Appraisal CO., LTD.。

This Valuation Entrustment Contract (the “Agreement”) is entered into between Powertek Energy Sdn Bhd (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 Contract Law 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

Powertek Energy Holdings Sdn Bhd 拟收购华元新能源有限公司持有的毅昇有限公司 10% 股权，为此需要对毅昇有限公司截至 2021 年 6 月 30 日的股权价值进行估值，为委托人提供参考。

Powertek Energy Holdings Sdn Bhd intends to acquire 10% of the equity of Definite Arise Limited owned by Huayuan New Energy Co., Ltd. For purpose of the acquisition, the Entrusted Party shall hereby evaluate and submit the valuation report on the equity value of Definite Arise Limited as at 30 June 2021 (the “Valuation Report”) which provides reference for the Entrusting Party.

## 二、 估值对象和估值范围:

### II. Objects of Valuation and Scope of Valuation:

估值对象：毅昇有限公司股权价值

Valuation Objects: Equity value of Definite Arise Limited

估值范围：毅昇有限公司的全部资产和负债

Scope of Valuation: All assets and liabilities of Definite Arise Limited

三、估值基准日:2021年6月30日。

III. Base Date of Valuation: 30 June 2021

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：中文估值报告加中英文双语摘要。

Report language: Chinese report with Chinese and English bilingual report summary.

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 180,000.00 元（人民币大写：壹拾捌万元整）。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 180,000.00, which includes taxes expense, transportation expense, hotel and board expense (the "Valuation Service Fee").

2、在本委托合同签字后 14 日内，甲方先向乙方支付估值服务费总额的 10%，计 1.8 万元人民币，乙方提交估值报告后 14 日内，甲方向乙方支付剩余估值服务费总额的 90%，计 16.2 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 10% of the total Valuation Service Fee to Party B, which is RMB 18,000.00 within 14 days after signing this entrustment Contract.

Party A shall pay 90% of the Valuation Service Fee, which is RMB 162,000.00 to Party B within 14 days after Party B submits the 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乙方不时建议的任何其他付款形式，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 advised by Party B 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： 313100000499  
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 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.

任何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.

#### 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。

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.

#### 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，以英文为准。

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

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甲方(盖章): Powertek Energy Sdn Bhd  
Party A(Company Stamp): Powertek  
Energy Sdn Bhd

POWERTEK ENERGY SDN BHD. (375973-X)  
Level 43, Menara Maxis  
Kuala Lumpur City Centre  
50088 Kuala Lumpur, Malaysia  
tel +60 3 2302 0600  
fax +60 3 2381 6677

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

地址:

Address: Level 43, Menara Maxis,  
Kuala Lumpur City Centre,  
Kuala Lumpur,  
Malaysia

邮编: 50088

Zip Code: 50088

联系人: 曾华莹

Contact: Fion Chan

电话: +6012 324 8808

Tel: +6012 324 8808

传真: +603 2381 6677

Fax: +603 2381 6677

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)

地址:

Address: 17 / F, Guoxing build  
22 Shouti South R  
Haidian District, Beij

邮编: 100044

Zip Code: 100044

联系人: 雷春雨

Contact: Chunyu Lei

电话: +086 13801035654

Tel: +086 13801035654

传真: +086 88357169

Fax: +086 88357169