



资产评估委托合同

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乙方: 北京中天和资产评估有限公司

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联系人: 张卫泳

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Party B: BEIJING ZHONGTINAHE ASSETS APPRAISAL CO.,LTD

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签约地点: 北京

签约日期: 2023 年 3 月 1 日



资产评估委托合同

根据《中华人民共和国资产评估法》、《中华人民共和国民法典》和《资产评估执业准则—资产评估委托合同》等法律法规和评估准则，当事方经协商签订如下合同。

In accordance with the Assets Appraisal Law of the People's Republic of China, the Civil Code of the People's Republic of China, and the Practice Guidelines for Asset Appraisal—Asset Appraisal Entrustment Contracts and other laws, regulations and appraisal criteria, the parties signed the following contracts through negotiation.

一、 委托合同约定事项- Items stipulated in the entrustment contract

1、 评估目的

根据《企业会计准则第 8 号-资产减值》的相关要求，甲方以财务报告为目的进行商誉减值测试，为此需对上述商誉减值测试涉及的 Overstar srl、Resrei srl、Solar Edge srl、Raygold srl 四家公司含商誉资产组组合进行评估。

1、 Purpose of Valuation

In accordance with the relevant requirements of ASBE No. 8 - Impairment of Assets, the principal conducted a goodwill impairment test for financial reporting purposes, for which the recoverable amounts of the four companies' asset group combinations containing goodwill involved in the above goodwill impairment test, Overstar srl, Resrei srl, Solar Edge srl and Raygold srl, as of the valuation base date, needed to be Assessment.

2、 评估对象和评估范围

评估对象和范围一是资产评估基准日 ACI 以财务报告为目的进行商誉减值测试涉及的 Overstar srl 含商誉资产组组合，具体包括全商誉、在建工程等。

评估对象和范围二是资产评估基准日 ACI 以财务报告为目的进行商誉减值测试涉及的 Resrei srl 含商誉资产组组合，具体包括全商誉、在建工程等。

评估对象和范围三是资产评估基准日 ACI 以财务报告为目的进行商誉减值测试涉及的 Solar Edge srl 含商誉资产组组合，具体包括全商誉、在建工程等。

评估对象和范围四是资产评估基准日 ACI 以财务报告为目的进行商誉减值测试涉及的 Raygold srl 含商誉资产组组合，具体包括全商誉、在建工程等。资产评估范围以经被评估单位盖章确认的资产评估申报表列示的内容为准，委估对象和范围与经济行为涉及的评估对象和范围一致。



2、Target and Scope of Valuation

The appraisal object and scope I is the Overstar srl containing goodwill asset group combinations involved in the goodwill impairment test conducted by ACI for financial reporting purposes as of the asset appraisal base date, specifically including full goodwill, construction in progress, etc.

The appraisal object and scope II is the portfolio of Resrei srl containing goodwill asset groups involved in the goodwill impairment test conducted by ACI for financial reporting purposes as of the asset appraisal base date, specifically including full goodwill, construction in progress, etc.

Appraisal object and scope III is the Solar Edge srl containing goodwill asset group combinations involved in the goodwill impairment test conducted by ACI for financial reporting purposes as of the asset appraisal base date, specifically including full goodwill, construction in progress, etc.

The appraisal object and scope IV is the Raygold srl portfolio of goodwill-containing asset groups involved in the goodwill impairment test conducted by ACI for financial reporting purposes as at the asset appraisal base date, specifically including full goodwill, construction in progress, etc. The scope of asset appraisal is based on the contents listed in the asset appraisal declaration form confirmed under the seal of the appraised entity, and the object and scope of the appraisal is consistent with the appraisal object and scope involved in the economic act.

3、资产评估基准日

由甲方确定资产评估基准日为：2022年12月31日。

3、Valuation Date

Party A has fixed 2022/12/31 as the valuation date.

4、资产评估报告使用范围

(1) 资产评估报告使用人是甲方。

甲方以外的其他资产评估报告使用人是大华会计师事务所（特殊普通合伙）。

(2) 资产评估报告仅供本合同约定的和法律、行政法规规定的使用人使用，其他任何机构和个人不能成为资产评估报告的使用人。

(3) 甲方或者其他资产评估报告使用人应当按照法律、行政法规规定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。



(4) 甲方或者其他资产评估报告使用人违反前述约定使用资产评估报告的，乙方及其资产评估专业人员不承担责任。

(5) 甲方应在载明的资产评估结论使用有效期内使用资产评估报告。

(6) 未经甲方书面许可，乙方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。

(7) 未征得乙方同意，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。

4、Scope of Use of Valuation Report

(1) Party A is the user of the valuation report.

The user of the valuation report other than Party A is Da Hua Certified Public Accountants (Special General Partnership)

(2) The valuation report issued by Party B shall only be used by the users stipulated in the Engagement Agreement for Valuation Services and as per relevant laws and administrative regulations. Any other entity or individual is not permitted to use the report.

(3) Party A and/or other users of the valuation report shall use it in accordance with the purpose of use stated in the relevant laws, administrative regulations, and the valuation report itself.

(4) Party B and its appraisers shall not be liable for any use by Party A or other users of the report that violates the above stipulation.

(5) Party A shall use the asset appraisal report within the validity period of the stated asset appraisal conclusion.

(6) Without the written consent of Party A, neither Party B nor its appraisers shall provide or disclose the content of the valuation report to any third party, except as otherwise stated in relevant laws and administrative regulations.

(7) Without the consent of Party B, the content of the valuation report shall not be extracted, referenced, or disclosed to the media, except as otherwise stated in relevant laws and administrative regulations.

5、资产评估报告提交期限和方式

(1) 甲方应督促被评估单位提供相关资料，资产评估申报表、相关政府部门的批文、资产法律权属证明、相应的财务资料等必要资料的提交时间为乙方人员进入被评估单位现场 10 个（包含）个工作日内。



(2) 乙方收到甲方和被评估单位提供的提供的全部资产评估申报资料后，20个（包含）工作日完成甲方委托的资产评估工作，并向甲方提供资产评估报告初稿。若因不可抗力因素需延长或提前完成资产评估工作，合同当事人另行协商。

(3) 资产评估报告初稿通常采用电子版本，以乙方项目经理的电子邮件发出时间为资产评估报告提交时间。

(4) 乙方向甲方出具的正式书面资产评估报告为5份，正式资产评估报告可以采用当面提交和邮寄方式，无论当面提交和邮寄方式，双方交接人员都应填写交接清单。如需增加份数或需要资产评估报告的外文翻译稿，需要增加必要成本费和翻译费用。两种文本遇有解释不一致时，应以中文本为准。

(5) 资产评估报告复印件不具备法律效力。

5、Evaluation report submission deadline and method

(1) Party A shall urge the valued unit to provide relevant information. The time for submitting the necessary information such as the valuation report form, the resolution of the board of directors (shareholders' meeting), the legal ownership certificate of assets, and the corresponding financial information is the time for the personnel of the valuation institution to enter the valued unit. Within 10 (inclusive) working days on site.

(2) After the valuation agency receives all the valuation application materials provided by Party A, it will complete the valuation work entrusted by Party A within 20 (inclusive) working days, and provide Party A with the first draft of the valuation report. If the valuation work needs to be extended or completed ahead of schedule due to force majeure, the parties to the contract will negotiate separately.

(3) The first draft of the valuation report is usually in an electronic version, and the valuation report submission time is the time when the project manager of the valuation agency sends the email.

(4) The number of formal written valuation reports issued by the valuation agency to the client is 5. The formal valuation report can be submitted in person or by mail. Regardless of the method of face-to-face submission or mailing, the handover personnel of both parties should fill in the handover checklist. If you need to increase the number of copies or need a foreign language translation of a valuation report, you need to increase the necessary cost and translation fee. In case of inconsistency between the two texts, the Chinese version shall prevail.

(5) Copies of valuation reports are not legally binding.



二、资产评估服务费（或者支付标准）、支付时间及支付方式

1. 根据资产评估收费标准、行业惯例和本项目的工作量，经协商收取含税评估服务费为人民币陆万元整（¥60,000.00 元），增值税率为 6%。

2. 具体付款方式为：本资产评估委托合同签字生效后，付款进度如下表：

金额单位：人民币元

时间进度	付款比例	付款金额
乙方开始现场工作日起 5 个工作日内	50%	30,000.00
乙方提交评估报告初稿日起 5 个工作日内	50%	30,000.00
合计	100%	60,000.00

3. 甲方应按照约定时间将相应的评估费存入评估机构如下指定账户：

单位：	北京中天和资产评估有限公司
税号：	91110102720918709G
账户地址：	北京市西城区车公庄大街 9 号院 2 号楼 3 门 904 室
电话：	010-88395676
开户银行及账号：	交通银行北京阜外支行 110060239018170053965
SWIFT 代码	COMMCNSHBJG

4. 上述服务费不包括评估人员必要的交通、住宿、餐饮、通讯和办公费用等。

5. 资产评估服务费以人民币为计价本位币。

6. 因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，甲方应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。

7. 甲方提出提前终止资产评估业务、解除资产评估委托合同的，甲方应当按已开展资产评估业务的时间、进度，或者已完成的工作量支付相应的评估服务费。

8. 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，甲方应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资产评估服务费。

二、Valuation Service Fee and Payment Method

1. According to the valuation fee standard, industry practice and the workload of this project, the tax-included valuation service fee will be charged at RMB 60,000.00(¥60,000.00) after negotiation, and the value-added tax rate is 6%.

2. The specific payment method is as follows: After this valuation entrustment contract is signed and effective, the payment schedule is as follows:

Amount unit: RMB

payment progress	Payment	Payment
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中天和信息系统项目编号： 2023P20050

	ratio	amount
Within five (5) days of Party B start on-site work	50%	30,000.00
Within five (5) days of Party B issuing a preliminary assessment report to Party A	50%	30,000.00
合计	100%	60,000.00

3. When Party A pays the valuation Service fee, it shall deposit the corresponding appraisal fee into the following designated account of Party B according to the agreed time:

Name: BEIJING ZHONGTINAHE ASSETS APPRAISAL CO.,LTD

Bank: Bank of Communications Beijing branch Fuwai Sub-branch

Recipient Account No.: 110060239018170053965

Swift code: COMMCNSHBJG

4. The above service fees do not include the necessary transportation, accommodation, meals, communication and office expenses of Party B's appraiser..

5.The valuation service fee is denominated in RMB.

If the valuation service fee is charged in foreign currency, it shall be calculated and charged according to the RMB charging standard, and shall be converted into foreign currency according to the effective exchange rate on the payment date in accordance with the relevant regulations of the State's foreign exchange administration.

6. If the valuation procedure is restricted due to Party A or other relevant parties, and Party B is unable to perform the valuation entrustment contract, Party B may unilaterally terminate the valuation entrustment contract. Party A shall pay the corresponding valuation service fee according to the workload that has been completed.

7. If Party A proposes to terminate the valuation business or terminate the valuation entrustment contract in advance, Party A shall pay the corresponding valuation service fee according to the time and progress of the valuation business, or the workload that has been completed.

8. If Party A requests to issue a false valuation report or has other illegal interference with the valuation conclusion, Party B has the right to unilaterally terminate the valuation entrustment contract. Party A shall pay the corresponding valuation service fee according to the progress of the valuation business that has been carried out or the



workload that has been completed.

三、 甲方和乙方的其他权利和义务

(一) 甲方的其他权利和义务：

1. 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，恰当使用资产评估报告是甲方和其他相关当事人的责任

2. 督促协调被评估企业在财产清查、对盘盈、盘亏、报废等进行了会计处理的基础上，填制委托资产评估申报表，保证账账、账实、账单一致。

3. 甲方应当根据资产评估业务需要，负责乙方及其资产评估师和其他资产评估专业人员与相关当事人之间的协调。

4. 甲方应当为乙方及其资产评估师和其他资产评估专业人员开展资产评估业务提供必要的工作条件和协助，特别是进行现场勘察及核查验证工作时，甲方应协调被评估企业指定相应专业技术人员与其他有关人员积极配合，保证资产评估工作进行顺利。

5. 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，恰当使用资产评估报告是甲方和其他相关当事人的责任；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的真实性、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；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。

6. 对乙方所提供的全部资料和信息，除法律另有规定外，未经乙方许可，不得向甲方以外的任何人透露。

Party A's Responsibilities and Obligations

1. Provide the materials required for valuation according to law and ensure their authenticity, completeness, and legality. The proper use of the valuation report is the responsibility of Party A and the company being valued. According to the rules regulating valuation and as part of the valuation procedure, Party A and the company being valued are required to provide a letter of undertaking that details the responsibilities of Party A and the company being valued.

2. It is the responsibility of Party A and other relevant parties to provide the data required for the valuation business in accordance with the law and ensure the authenticity, integrity and legality of the data.



3. Party A shall be responsible for the coordination between Party B's appraiser and relevant parties according to the needs of the valuation business.
4. Party A shall provide necessary working conditions and assistance for Party B, its valuers and other valuation professionals to carry out valuation business, especially when conducting on-site investigation and verification work, Party A shall coordinate with the appraised enterprise to designate corresponding professional technology. The personnel actively cooperated with other relevant personnel to ensure the smooth progress of the valuation work.
5. It is the responsibility of Party A and other relevant parties to provide the data required for the valuation business in accordance with the law and ensure the authenticity, integrity and legality of the data. Party A or other relevant parties shall confirm the authenticity, completeness and legitimacy of the valuation schedule and other important information provided by it, and the confirmation methods include signature, seal or other methods permitted by law. If Party A and other relevant parties refuse to provide or do not provide the ownership certificate, financial accounting information or other relevant materials required for carrying out the valuation business, Party B has the right to refuse to perform the valuation entrustment contract.
6. Except as otherwise provided by law, all materials and information provided by Party B shall not be disclosed to anyone other than Party A without the permission of Party B.

（二）乙方的其他权利和义务

1. 遵守相关法律、行政法规和资产评估准则，对资产评估对象在资产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，是乙方及其资产评估专业人员的责任。
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，恰当使用资产评估报告是甲方和其他相关当事人的责任，乙方的责任不能替代、减轻或免除甲方的责任。
3. 遵守职业道德，对在工作过程中知悉的商业秘密应予保密，对甲方提供的内部资料和资产评估结果严守秘密。
4. 在需要时，乙方有义务主动做好与其他中介机构的协调工作，指派有胜任能力的资产评估师和其他资产评估专业人员承办本项目，以确保工作进度和质量；甲方对乙方评估人员中可能涉及与甲方有利害关系的人员提出回避。
5. 乙方在甲方履行其责任与义务的前提下，将按双方约定时间出具评估报告。若甲



方不能按照规定时间提供相关材料，乙方有权相应延长交付评估报告的时间。

6. 在资产评估过程中，若因甲方原因提出重大更改，造成乙方返工，双方应另行协商加收评估费和延长出具评估报告时间等事项，必要时可以签订补充协议或另行签订委托合同。

7. 甲方如拒绝提供或者不如实提供执行资产评估业务所需的权属证明、财务会计信息和其他资料的，乙方有权拒绝履行资产评估委托合同。

Party B's Responsibilities and Obligations

1. It is the responsibility of Party B and its valuation professionals to abide by relevant laws, administrative regulations and valuation standards, analyze and estimate the value of the valuation object under the specific purpose of the valuation base date and issue a valuation report.

2. It is the responsibility of Party A and other relevant parties to provide the data required for the valuation business in accordance with the law and ensure the authenticity, integrity and legality of the data. Party B's responsibilities cannot replace, mitigate or exempt Party A's responsibilities.

3. Abide by professional ethics, keep confidential the business secrets learned during the work process, and strictly keep confidential the internal information and valuation results provided by Party A.

4. When necessary, Party B is obliged to actively coordinate with other intermediaries, and assign competent valuers and other valuation professionals to undertake the project to ensure the progress and quality of the work. It is possible to withdraw from Party B's valuation personnel who may be involved with Party A's interests.

5. On the premise that Party A fulfills its responsibilities and obligations, Party B will issue an evaluation report at the time agreed by both parties. If Party A fails to provide relevant materials within the specified time, Party B has the right to extend the time for delivering the assessment report accordingly.

6. During the valuation process, if Party A proposes major changes and causes Party B to rework, the two parties shall negotiate additionally to charge additional assessment fees and extend the time for issuing the assessment report. If necessary, a supplementary agreement or a separate entrustment contract can be signed.

7. If Party A refuses to provide or does not truthfully provide the ownership certificate, financial accounting information and other materials required for the execution of the



valuation business, Party B has the right to refuse to perform the valuation entrustment contract.

(三) 约定事项的变更

1. 委托合同签订后，合同各方发现相关事项约定不明确，或者履行资产评估程序受到限制需要增加、调整约定事项的，应经过协商对资产评估委托合同相关条款进行变更，并签订补充协议或者重新签订资产评估委托合同。

2. 委托合同签订后，资产评估目的、资产评估对象、资产评估基准日发生变化，或者资产评估范围发生重大变化，各方应签订补充协议或者重新签订资产评估委托合同。

3. 由于可能出现的不可预见情况，影响约定业务如期完成或需提前出具资产评估报告的，双方可要求变更约定事项或解除约定，但应及时通知对方，双方协商解决。

4. 订立资产评估委托合同时未明确的内容，资产评估委托合同当事人可以采取订立补充合同或者法律允许的其他形式做出后续约定。

Changes to Agreements

1. After the signing of the entrustment contract, if the parties to the contract find that the relevant items are not clearly agreed, or the performance of the valuation procedure is restricted and needs to add or adjust the agreed items, they should change the relevant terms of the valuation entrustment contract through negotiation, and sign a supplementary agreement or re-sign it.

2. After the entrustment contract is signed, if the purpose of valuation, the object of valuation, or the valuation base date changes, or the scope of valuation changes significantly, all parties shall sign a supplementary agreement or re-sign the valuation entrustment contract.

3. Due to possible unforeseen circumstances that affect the completion of the agreed business as scheduled or the valuation report needs to be issued in advance, both parties may request to change the agreed items or cancel the agreement, but the other party should be notified in time and the two parties negotiate to resolve.

4. The parties to the valuation entrustment contract may make follow-up agreements by entering into supplementary contracts or other forms permitted by law for the contents that are not specified when the valuation entrustment contract is concluded.

四、 违约责任和争议解决



1. 本委托合同经双方法定代表人或授权代表签字、加盖公章后生效。
2. 本委托合同正本一式贰份，经各方签章后各执一份，每份正本具有同等法律效力。
3. 资产评估委托合同当事人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。
4. 资产评估委托合同订立后发现相关事项存在遗漏、约定不明确，或者在合同履行中约定内容发生变化的，乙方可以要求与甲方订立补充合同或者重新订立资产评估委托合同，或以法律允许的其他方式对资产评估委托合同的相关条款进行变更。
5. 本委托合同产生的争议由双方协商解决，协商不成时，应向乙方所在地人民法院起诉。

Liability for breach of contract and dispute resolution

1. This entrustment contract will become effective after it is signed by the legal representatives or authorized representatives of both parties and affixed with the official seal (or contract seal).
2. This entrustment contract is made in two original copies, each party holds one copy after being signed and sealed by all parties, and each original copy has the same legal effect.
3. If the parties to the valuation entrustment contract are unable to perform the valuation entrustment contract due to force majeure, they shall be exempted from liability in part or in whole according to the impact of the force majeure, unless otherwise provided by law.
4. If, after the conclusion of the valuation entrustment contract, it is found that there are omissions in the relevant matters, the agreement is not clear, or the contents of the agreement have changed during the performance of the contract, Party B may request to enter into a supplementary contract with Party A or a new valuation entrustment contract. Or change the relevant terms of the valuation entrustment contract in other ways permitted by law.
5. Disputes arising from this entrustment contract shall be resolved through negotiation between the two parties. If the negotiation fails, the dispute shall be brought to the people's court where Party B is located.



五、 双方签字盖章- Signed and stamped by both parties

甲方： Alleans Capital International Ltd(盖章)

甲方法定代表人(或授权代表):

Party A: Alleans Capital International Ltd

Legal representative (or authorized representative):

DocuSigned by:
Zhang Weijie
9D9985AFA7F34A8...

DocuSigned by:

ALLEANS CAPITAL INTERNATIONAL LIMITED
Company Number: 12353700
Incorporated on 09/12/2019

乙方：北京中天和资产评估有限公司（盖章）

乙方法定代表人（或授权代表）:

Party B:BEIJING ZHONGTIANHE ASSETS APPRAISAL CO.,LTD

Legal representative (or authorized representative):



李锐



资产评估委托合同

甲方：Alleans Capital International Ltd

通讯地址：3rd Floor 12 Gough Square

联系人：Alessio Nocentini

联系方式：+44 020 3982 5132

Party A: Alleans Capital International Ltd

Address:: 3rd Floor 12 Gough Square

Contact Person: Alessio Nocentini

Contact Details: +44 020 3982 5132

乙方：北京中天和资产评估有限公司

通讯地址：北京市西城区车公庄大街9号院五栋大楼C座402室

联系人：张卫泳

联系方式：137 0109 1557

Party B: BEIJING ZHONGTINAHE ASSETS APPRAISAL CO.,LTD

Address: Room 402, building C, No. 9 Che Gong Zhuang Street, Xicheng District, Beijing

Contact Person: Zhang Weiyong

Contact Details: 137 0109 1557

签约地点：北京

签约日期：2023年4月1日



资产评估委托合同

根据《中华人民共和国资产评估法》、《中华人民共和国民法典》和《资产评估执业准则—资产评估委托合同》等法律法规和评估准则，当事方经协商签订如下合同。

In accordance with the Assets Appraisal Law of the People's Republic of China, the Civil Code of the People's Republic of China, and the Practice Guidelines for Asset Appraisal—Asset Appraisal Entrustment Contracts and other laws, regulations and appraisal criteria, the parties signed the following contracts through negotiation.

一、委托合同约定事项-

I. Items stipulated in the entrustment contract

1、评估目的

根据 Alleans Capital International Ltd(简称 ACI)经济行为文件表明，ACI 公司拟股权转让需对 MP Sicily Srl 等 11 家公司(简称 MP 等 11 家公司)股东全部权益价值进行资产评估。

根据《中华人民共和国资产评估法》及其他法规要求，资产评估甲方为 ACI，被评估单位为 MP 等 11 家公司。

1、 Purpose of Valuation

According to the economic behavior documents of Alleans Capital International Ltd (“ACI”), the proposed equity transfer of ACI requires an asset evaluation of the entire equity value of the shareholders of the following SPVs owned by ACI:

MP Sicily Srl

Alleans Renewable Progetto 1

Alleans Renewable Progetto 2

Alleans Renewable Progetto 3

Alleans Renewable Progetto 5

Oversatr srl

Resrei srl

Solar Edge srl

Raygold srl

Alleans Proyecto 4 SL



(hereinafter referred as to “SPVs”).

According to the "Law of the People's Republic of China on Asset Appraisal" and other regulations, The client for asset appraisal is ACI, The units to be assessed is the SPVs.

2、评估对象和评估范围

(1) 评估对象是资产评估基准日 MP 等 11 家公司股东全部权益的价值。具体情况如下：

序号	公司名称	公司简称
1	MP Sicily Srl	MP
2	Alleans Renewable Progetto 1	ARP1
3	Alleans Renewable Progetto 2	ARP2
4	Alleans Renewable Progetto 3	ARP3
5	Alleans Renewable Progetto 5	ARP5
6	Oversatr srl	Oversatr
7	Resrei srl	Resrei
8	Solar Edge srl	Solar Edge
9	Raygold srl	Raygold
10	Alleans Proyecto 4 SL	AP4
11	Alleans Renewables Capital International Ltd	ARCI

(2) 评估范围是资产评估基准日 MP 等 11 家公司审计后资产负债表列示的全部资产和负债，具体包括与委估资产相关的往来账款、在建工程等内容。

资产评估范围以经被评估单位盖章确认的资产评估申报表列示的内容为准，委估对象和范围与经济行为涉及的评估对象和范围一致。

被评估单位的 MP 等 11 家公司分别出具资产评估报告。

2、Target and Scope of Valuation

(1) The target of the valuation concerns the market value of the shareholders' total equity interest of the SPVs on valuation date. The details are as follows:

No.	Company name	Company abbreviation
1	MP Sicily Srl	MP
2	Alleans Renewable Progetto 1	ARP1
3	Alleans Renewable Progetto 2	ARP2
4	Alleans Renewable Progetto 3	ARP3
5	Alleans Renewable Progetto 5	ARP5
6	Oversatr srl	Oversatr
7	Resrei srl	Resrei
8	Solar Edge srl	Solar Edge
9	Raygold srl	Raygold



10	Alleans Proyecto 4 SL	AP4
11	Alleans Renewables Capital International Ltd	ARCI

(2) The scope of valuation is all assets and liabilities (such as account payable, account receivable, construction in progress, etc.) listed in SPVs' audited balance sheet base on valuation date.

The valuation range is subject to the contents listed in the Valuation Details Table which confirmed and stamped by target. The target and scope of valuation are consistent with the target and scope of valuation involved in economic behavior.

The aforementioned 11 SPVs will issue separate asset valuation reports.

3、资产评估基准日

由甲方确定资产评估基准日为：2022年12月31日。

3、Valuation Date

Party A has fixed 2022/12/31 as the valuation date.

4、资产评估报告使用范围

(1) 资产评估报告使用人是甲方。

(2) 资产评估报告仅供本合同约定的和法律、行政法规规定的使用人使用，其他任何机构和个人不能成为资产评估报告的使用人。

(3) 甲方或者其他资产评估报告使用人应当按照法律、行政法规规定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。

(4) 甲方或者其他资产评估报告使用人违反前述约定使用资产评估报告的，乙方及其资产评估专业人员不承担责任。

(5) 甲方应在载明的资产评估结论使用有效期内使用资产评估报告。

(6) 未经甲方书面许可，乙方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。

(7) 未征得乙方同意，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。

4、Scope of Use of Valuation Report

(1) Party A is the user of the valuation report.

(2) The valuation report issued by Party B shall only be used by the users stipulated in the Engagement Agreement for Valuation Services and as per relevant laws and administrative regulations. Any other entity or individual is not permitted to use the report.



(3) Party A and/or other users of the valuation report shall use it in accordance with the purpose of use stated in the relevant laws, administrative regulations, and the valuation report itself.

(4) Party B and its appraisers shall not be liable for any use by Party A or other users of the report that violates the above stipulation.

(5) Party A shall use the asset appraisal report within the validity period of the stated asset appraisal conclusion.

(6) Without the written consent of Party A, neither Party B nor its appraisers shall provide or disclose the content of the valuation report to any third party, except as otherwise stated in relevant laws and administrative regulations.

(7) Without the consent of Party B, the content of the valuation report shall not be extracted, referenced, or disclosed to the media, except as otherwise stated in relevant laws and administrative regulations.

5、资产评估报告提交期限和方式

(1) 甲方应督促被评估单位提供相关资料，资产评估申报表、相关政府部门的批文、资产法律权属证明、相应的财务资料等必要资料的提交时间为乙方人员进入被评估单位现场 10 个（包含）工作日内。

(2) 乙方收到甲方和被评估单位提供的提供的全部资产评估申报资料后，20 个（包含）工作日完成甲方委托的资产评估工作，并向甲方提供资产评估报告初稿。若因不可抗力因素需延长或提前完成资产评估工作，合同当事人另行协商。

(3) 资产评估报告初稿通常采用电子版本，以乙方项目经理的电子邮件发出时间为资产评估报告提交时间。

(4) 乙方向甲方出具的每家被评估单位正式书面资产评估报告均为 5 份，正式资产评估报告可以采用当面提交和邮寄方式，无论当面提交和邮寄方式，双方交接人员都应填写交接清单。如需增加份数或需要资产评估报告的外文翻译稿，需要增加必要成本费和翻译费用。两种文本遇有解释不一致时，应以中文本为准。

(5) 资产评估报告复印件不具备法律效力。

5、Evaluation report submission deadline and method

(1) Party A shall urge the valued unit to provide relevant information. The time for submitting the necessary information such as the valuation report form, the resolution of the board of directors (shareholders' meeting), the legal ownership certificate of assets, and the



corresponding financial information is the time for the personnel of the valuation institution to enter the valued unit. Within 10 (inclusive) working days on site.

(2) After the valuation agency receives all the valuation application materials provided by Party A, it will complete the valuation work entrusted by Party A within 20 (inclusive) working days, and provide Party A with the first draft of the valuation report. If the valuation work needs to be extended or completed ahead of schedule due to force majeure, the parties to the contract will negotiate separately.

(3) The first draft of the valuation report is usually in an electronic version, and the valuation report submission time is the time when the project manager of the valuation agency sends the email.

(4) The number of formal written appraisal reports issued by the appraisal agency to the client for each appraised unit is 5. The formal valuation report can be submitted in person or by mail. Regardless of the method of face-to-face submission or mailing, the handover personnel of both parties should fill in the handover checklist. If you need to increase the number of copies or need a foreign language translation of a valuation report, you need to increase the necessary cost and translation fee. In case of inconsistency between the two texts, the Chinese version shall prevail.

(5) Copies of valuation reports are not legally binding.

二、资产评估服务费（或者支付标准）、支付时间及支付方式

1. 根据资产评估收费标准、行业惯例和本项目的工作量，经协商收取含税评估服务费为人民币壹拾捌万元整（¥180,000.00 元），增值税率为 6%。

2. 具体付款方式为：本资产评估委托合同签字生效后，付款进度如下表：

金额单位：人民币元

时间进度	付款比例	付款金额
乙方开始工作日起 5 个工作日内	50%	90,000.00
乙方提交评估报告初稿日起 5 个工作日内	50%	90,000.00
合计	100%	180,000.00

3. 甲方应按照约定时间将相应的评估费存入评估机构如下指定账户：

单位：	北京中天和资产评估有限公司
税号：	91110102720918709G
账户地址：	北京市西城区车公庄大街 9 号院 2 号楼 3 门 904 室
电话：	010-88395676
开户银行及账号：	交通银行北京阜外支行 110060239018170053965



中天和信息系统项目编号： 2023P20062

SWIFT 代码

COMMCNSHBJG

4. 上述服务费不包括评估人员必要的交通、住宿、餐饮、通讯和办公费用等。
5. 资产评估服务费以人民币为计价本位币。
6. 因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，甲方应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。
7. 甲方提出提前终止资产评估业务、解除资产评估委托合同的，甲方应当按已开展资产评估业务的时间、进度，或者已完成的工作量支付相应的评估服务费。
8. 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，甲方应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资产评估服务费。

II. Valuation Service Fee and Payment Method

1. According to the valuation fee standard, industry practice and the workload of this project, the tax-included valuation service fee will be charged at RMB 180,000.00(¥180,000.00) after negotiation, and the value-added tax rate is 6%.
2. The specific payment method is as follows: After this valuation entrustment contract is signed and effective, the payment schedule is as follows:

Amount unit: RMB

payment progress	Payment ratio	Payment amount
Within five (5) days of Party B start work	50%	90,000.00
Within five (5) days of Party B issuing a preliminary assessment report to Party A	50%	90,000.00
合计	100%	180,000.00

3. When Party A pays the valuation Service fee, it shall deposit the corresponding appraisal fee into the following designated account of Party B according to the agreed time:

Name: BEIJING ZHONGTINAHE ASSETS APPRAISAL CO.,LTD

Bank: Bank of Communications Beijing branch Fuwai Sub-branch

Recipient Account No.: 110060239018170053965

Swift code: COMMCNSHBJG

4. The above service fees do not include the necessary transportation,



accommodation, meals, communication and office expenses of Party B's appraiser..

5.The valuation service fee is denominated in RMB.

If the valuation service fee is charged in foreign currency, it shall be calculated and charged according to the RMB charging standard, and shall be converted into foreign currency according to the effective exchange rate on the payment date in accordance with the relevant regulations of the State's foreign exchange administration.

6. If the valuation procedure is restricted due to Party A or other relevant parties, and Party B is unable to perform the valuation entrustment contract, Party B may unilaterally terminate the valuation entrustment contract. Party A shall pay the corresponding valuation service fee according to the workload that has been completed.

7. If Party A proposes to terminate the valuation business or terminate the valuation entrustment contract in advance, Party A shall pay the corresponding valuation service fee according to the time and progress of the valuation business, or the workload that has been completed.

8. If Party A requests to issue a false valuation report or has other illegal interference with the valuation conclusion, Party B has the right to unilaterally terminate the valuation entrustment contract. Party A shall pay the corresponding valuation service fee according to the progress of the valuation business that has been carried out or the workload that has been completed.

三、 甲方和乙方的其他权利和义务

(一) 甲方的其他权利和义务：

1. 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， 恰当使用资产评估报告是甲方和其他相关当事人的责任

2. 督促协调被评估企业在财产清查、对盘盈、盘亏、报废等进行了会计处理的基础上，填制委托资产评估申报表，保证账账、账实、账单一致。

3. 甲方应当根据资产评估业务需要，负责乙方及其资产评估师和其他资产评估专业人员与相关当事人之间的协调。

4. 甲方应当为乙方及其资产评估师和其他资产评估专业人员开展资产评估业务提供必要的工作条件和协助，特别是进行现场勘察及核查验证工作时，甲方应协调被评估企业指定相应专业技术人员与其他有关人员积极配合，保证资产评估工作进行顺利。



5. 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，恰当使用资产评估报告是甲方和其他相关当事人的责任；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的真实性、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；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。

6. 对乙方所提供的全部资料和信息，除法律另有规定外，未经乙方许可，不得向甲方以外的任何人透露。

Party A's Responsibilities and Obligations

1. Provide the materials required for valuation according to law and ensure their authenticity, completeness, and legality. The proper use of the valuation report is the responsibility of Party A and the company being valued. According to the rules regulating valuation and as part of the valuation procedure, Party A and the company being valued are required to provide a letter of undertaking that details the responsibilities of Party A and the company being valued.

2. It is the responsibility of Party A and other relevant parties to provide the data required for the valuation business in accordance with the law and ensure the authenticity, integrity and legality of the data.

3. Party A shall be responsible for the coordination between Party B's appraiser and relevant parties according to the needs of the valuation business.

4. Party A shall provide necessary working conditions and assistance for Party B, its valuers and other valuation professionals to carry out valuation business, especially when conducting on-site investigation and verification work, Party A shall coordinate with the appraised enterprise to designate corresponding professional technology. The personnel actively cooperated with other relevant personnel to ensure the smooth progress of the valuation work.

5. It is the responsibility of Party A and other relevant parties to provide the data required for the valuation business in accordance with the law and ensure the authenticity, integrity and legality of the data. Party A or other relevant parties shall confirm the authenticity, completeness and legitimacy of the valuation schedule and other important information provided by it, and the confirmation methods include signature, seal or other methods permitted by law. If Party A and other relevant parties refuse to provide or do not provide



the ownership certificate, financial accounting information or other relevant materials required for carrying out the valuation business, Party B has the right to refuse to perform the valuation entrustment contract.

6. Except as otherwise provided by law, all materials and information provided by Party B shall not be disclosed to anyone other than Party A without the permission of Party B.

(二) 乙方的其他权利和义务

1. 遵守相关法律、行政法规和资产评估准则，对资产评估对象在资产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，是乙方及其资产评估专业人员的责任。

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，恰当使用资产评估报告是甲方和其他相关当事人的责任，乙方的责任不能替代、减轻或免除甲方的责任。

3. 遵守职业道德，对在工作过程中知悉的商业秘密应予保密，对甲方提供的内部资料和资产评估结果严守秘密。

4. 在需要时，乙方有义务主动做好与其他中介机构的协调工作，指派有胜任能力的资产评估师和其他资产评估专业人员承办本项目，以确保工作进度和质量；甲方对乙方评估人员中可能涉及与甲方有利害关系的人员提出回避。

5. 乙方在甲方履行其责任与义务的前提下，将按双方约定时间出具评估报告。若甲方不能按照规定时间提供相关材料，乙方有权相应延长交付评估报告的时间。

6. 在资产评估过程中，若因甲方原因提出重大更改，造成乙方返工，双方应另行协商加收评估费和延长出具评估报告时间等事项，必要时可以签订补充协议或另行签订委托合同。

7. 甲方如拒绝提供或者不如实提供执行资产评估业务所需的权属证明、财务会计信息和其他资料的，乙方有权拒绝履行资产评估委托合同。

Party B's Responsibilities and Obligations

1. It is the responsibility of Party B and its valuation professionals to abide by relevant laws, administrative regulations and valuation standards, analyze and estimate the value of the valuation object under the specific purpose of the valuation base date and issue a valuation report.

2. It is the responsibility of Party A and other relevant parties to provide the data required for the valuation business in accordance with the law and ensure the authenticity, integrity and legality of the data. Party B's responsibilities cannot replace, mitigate or exempt



Party A's responsibilities.

3. Abide by professional ethics, keep confidential the business secrets learned during the work process, and strictly keep confidential the internal information and valuation results provided by Party A.
4. When necessary, Party B is obliged to actively coordinate with other intermediaries, and assign competent valuers and other valuation professionals to undertake the project to ensure the progress and quality of the work. It is possible to withdraw from Party B's valuation personnel who may be involved with Party A's interests.
5. On the premise that Party A fulfills its responsibilities and obligations, Party B will issue an evaluation report at the time agreed by both parties. If Party A fails to provide relevant materials within the specified time, Party B has the right to extend the time for delivering the assessment report accordingly.
6. During the valuation process, if Party A proposes major changes and causes Party B to rework, the two parties shall negotiate additionally to charge additional assessment fees and extend the time for issuing the assessment report. If necessary, a supplementary agreement or a separate entrustment contract can be signed.
7. If Party A refuses to provide or does not truthfully provide the ownership certificate, financial accounting information and other materials required for the execution of the valuation business, Party B has the right to refuse to perform the valuation entrustment contract.

(三) 约定事项的变更

1. 委托合同签订后，合同各方发现相关事项约定不明确，或者履行资产评估程序受到限制需要增加、调整约定事项的，应经过协商对资产评估委托合同相关条款进行变更，并签订补充协议或者重新签订资产评估委托合同。
2. 委托合同签订后，资产评估目的、资产评估对象、资产评估基准日发生变化，或者资产评估范围发生重大变化，各方应签订补充协议或者重新签订资产评估委托合同。
3. 由于可能出现的不可预见情况，影响约定业务如期完成或需提前出具资产评估报告的，双方可要求变更约定事项或解除约定，但应及时通知对方，双方协商解决。
4. 订立资产评估委托合同时未明确的内容，资产评估委托合同当事人可以采取订立补充合同或者法律允许的其他形式做出后续约定。



Changes to Agreements

1. After the signing of the entrustment contract, if the parties to the contract find that the relevant items are not clearly agreed, or the performance of the valuation procedure is restricted and needs to add or adjust the agreed items, they should change the relevant terms of the valuation entrustment contract through negotiation, and sign a supplementary agreement or re-sign it.
2. After the entrustment contract is signed, if the purpose of valuation, the object of valuation, or the valuation base date changes, or the scope of valuation changes significantly, all parties shall sign a supplementary agreement or re-sign the valuation entrustment contract.
3. Due to possible unforeseen circumstances that affect the completion of the agreed business as scheduled or the valuation report needs to be issued in advance, both parties may request to change the agreed items or cancel the agreement, but the other party should be notified in time and the two parties negotiate to resolve.
4. The parties to the valuation entrustment contract may make follow-up agreements by entering into supplementary contracts or other forms permitted by law for the contents that are not specified when the valuation entrustment contract is concluded.

四、 违约责任和争议解决

1. 本委托合同经双方法定代表人或授权代表签字、加盖公章后生效。
2. 本委托合同正本一式贰份，经各方签章后各执壹份，每份正本具有同等法律效力。
3. 资产评估委托合同当事人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。
4. 资产评估委托合同订立后发现相关事项存在遗漏、约定不明确，或者在合同履行中约定内容发生变化的，乙方可以要求与甲方订立补充合同或者重新订立资产评估委托合同，或以法律允许的其他方式对资产评估委托合同的相关条款进行变更。
5. 本委托合同产生的争议由双方协商解决，协商不成时，应向乙方所在地人民法院起诉。

Liability for breach of contract and dispute resolution



1. This entrustment contract will become effective after it is signed by the legal representatives or authorized representatives of both parties and affixed with the official seal (or contract seal).
2. This entrustment contract is made in two original copies, each party holds one copy after being signed and sealed by all parties, and each original copy has the same legal effect.
3. If the parties to the valuation entrustment contract are unable to perform the valuation entrustment contract due to force majeure, they shall be exempted from liability in part or in whole according to the impact of the force majeure, unless otherwise provided by law.
4. If, after the conclusion of the valuation entrustment contract, it is found that there are omissions in the relevant matters, the agreement is not clear, or the contents of the agreement have changed during the performance of the contract, Party B may request to enter into a supplementary contract with Party A or a new valuation entrustment contract. Or change the relevant terms of the valuation entrustment contract in other ways permitted by law.
5. Disputes arising from this entrustment contract shall be resolved through negotiation between the two parties. If the negotiation fails, the dispute shall be brought to the people's court where Party B is located.

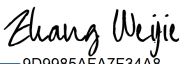
五、 双方签字盖章- Signed and stamped by both parties

甲方： Alleans Capital International Ltd(盖章)

甲方法定代表人(或授权代表):

Party A: Alleans Capital International Ltd

Legal representative (or authorized representative): 7/14/2023

DocuSigned by:

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乙方：北京中天和资产评估有限公司（盖章）

乙方法定代表人（或授权代表）：

Party B:BEIJING ZHONGTINAHE ASSETS APPRAISAL CO.,LTD

Legal representative (or authorized representative):



咨询服务委托合同

甲方：中国水电（香港）控股有限公司
通讯地址：北京市海淀区车公庄西路 22 号海赋国际 B 座
联系人：徐莉
联系方式：010-58382191

乙方：北京中天和资产评估有限公司
通讯地址：北京市西城区车公庄大街 9 号院五栋大楼 C 座 402 室
联系人：张卫泳
联系方式：137 0109 1557

根据《中华人民共和国民法典》等法律法规，当事方经协商一致，签订如下合同。

一、咨询服务约定事项

1. 咨询服务内容

- 1) 咨询服务目的：甲方委托乙方对北京天健兴业资产评估有限公司出具的《中国水电（香港）控股有限公司拟收购 Vetrozelena d.o.o Beograd - Vracar 51%的股权项目涉及的 Vetrozelena d.o.o Beograd - Vracar 股东全部权益价值估值报告》(以下简称“估值报告”)进行复核出具复核报告。
- 2) 咨询服务基准日：2022 年 12 月 31 日
- 3) 咨询服务对象和范围：复核对象是复核基准日委托人委托复核的“估值报告”；复核范围是复核基准日委托人委托复核的“估值报告”。具体包括：“估值报告”的标题及文号、目录、声明、摘要、评估目的、评估对象和评估范围、价值类型、评估基准日、评估依据、评估方法、评估结论等。

咨询服务范围以经甲方或相关当事方盖章确认的申报表所列示内容为准。

咨询服务范围与甲方的咨询目的所涉及的范围一致。

2. 咨询服务报告提交期限和方式





- 1) 甲方应按约定时间提供相关资料，包括但不限于“估值报告”、估值申报表、财务资料等的提交时间为签订本咨询服务委托合同之日起 3 个（包含）工作日内（N）。
- 2) 乙方应按约定的期限在 N 之后 3 个（包含）工作日完成咨询服务报告 2 份，
- 3) 正式咨询服务报告可以采用当面提交和邮寄方式，双方应签署交接单。
- 4) 乙方提交的咨询服务报告应当达到约定的要求。若因不可抗力因素需延长或提前完成咨询服务工作，合同当事人另行协商。

3. 咨询服务报告使用范围

- 1) 本咨询服务报告使用人是甲方，除非另有约定，其他任何机构和个人不能成为报告使用人。
- 2) 本咨询服务报告不具有鉴证作用，仅供甲方参考使用。
- 3) 甲方或者其他人违反前述约定使用本咨询服务报告的，乙方不承担责任。
- 4) 甲方应在载明的使用有效期内使用本咨询服务报告。
- 5) 未经甲方书面许可，乙方及乙方的服务人员不得将本咨询服务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。
- 6) 未征得乙方同意，本咨询服务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。

二、咨询服务费、支付时间及支付方式

1. 根据本咨询服务项目的工作量，经协商收取含税咨询服务费如下：

- 1) 增值税率为 6%，如政策调整，则应相应调整。
- 2) 含税咨询服务费为人民币伍万元整（¥50,000.00 元）。
- 3) 付款进度为分两期支付：

乙方提交咨询服务报告初稿日起 5 个工作日内，甲方应支付款总金额的 50%，即人民币贰万伍仟元整（¥25,000.00 元）；

乙方提交咨询服务报告终稿日起 5 个工作日内，甲方应付款剩余的 50%，即人民币贰万伍仟元整（¥25,000.00 元）。

乙方提交咨询服务报告初稿日为乙方本项目经理发出的电子邮件时间。



4) 甲方应按约定时间将相应的咨询服务费存入乙方如下指定账户：

单位：	北京中天和资产评估有限公司
税号：	91110102720918709G
账户地址：	北京市西城区车公庄大街9号院2号楼3门904室
电话：	010-88395676
开户银行	交通银行北京阜外支行
开户账号：	110060239018170053965

2. 上述服务费包括乙方人员必要的交通、住宿、餐饮、通讯和办公费用等。
3. 甲方未按期提供必要的资料和数据，影响本项目工作进度和质量，且不接受或者逾期接受工作成果的，支付的报酬不得追回，未支付的报酬应当支付。
4. 乙方未按期提出咨询服务报告或提出的咨询服务报告不符合约定的，应当承担减收或者免收服务费等违约责任。
5. 甲方按照乙方符合约定要求提供的咨询服务报告作出决策所造成损失的，由甲方自行承担，但当事人另有约定的除外。

三、权利和义务

1. 甲方的权利和义务

- 1) 甲方应按咨询服务要求提供资料并保证资料的真实性、完整性、合法性。
- 2) 甲方应当为乙方提供必要的工作条件和协助，甲方应协调相关企业指定相应专业技术人员与其他有关人员积极配合，保证咨询服务工作进行。
- 3) 对乙方所提供的全部资料和信息，除法律另有规定外，未经乙方许可，不得向甲方以外的任何人透露。

2. 乙方的权利和义务

- 1) 乙方应当遵守双方的约定如期完成咨询服务工作并出具咨询服务报告。
- 2) 遵守职业道德，对在工作过程中知悉的商业秘密应予保密，对甲方提供的内部资料和咨询服务结果严守秘密。
- 3) 甲方如拒绝提供或者不如实提供执行咨询服务业务所需的“估值报告”、财务会计信息和其他资料的，乙方有权拒绝履行咨询服务委托合同。





四、合同文本

本合同在北京签订，用中文写成，一式肆份，甲、乙双方各执贰份。

五、合同生效

本合同自双方法定代表人或其授权的代表签字，并加盖单位公章之日起生效。

六、合同变更

1. 本合同签订后，各方发现相关事项需要增加或者调整的，应经过协商对本合同相关条款进行变更，并签订补充协议或者重新签订咨询服务委托合同。

2. 由于可能出现的不可预见情况，影响约定业务如期完成或需提前出具咨询服务报告的，双方可要求变更约定事项或解除约定，但应及时通知对方，双方协商解决。





3. 订立咨询服务合同时未明确的内容，咨询服务委托合同当事人可以采取订立补充合同或者法律允许的其他形式做出后续约定。

七、违约责任和争议解决

1. 当事人因不可抗力无法履行本合同的，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。

2. 本合同的订立、效力、履行和解释适用中国法律，因履行合同产生的争议由双方协商解决，协商不成时，应向北京仲裁委员会提出申请，并按现行有效规定进行仲裁。

八、当事方签章

<p>甲方：中国水电（香港）控股有限公司</p>  <p>(盖章)</p> <p>法定代表人(或委托代理人):</p> <p> (签名)</p>	<p>乙方：北京中天和资产评估有限公司</p>  <p>(盖章)</p> <p>法定代表人(或委托代理人):</p> <p> (签名)</p>
<p>2023 年 9 月 25 日</p>	<p>2023 年 9 月 25 日</p>

资产评估委托合同

Asset Appraisal

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资产评估委托合同

资产评估委托合同是资产评估机构与委托人订立的,明确资产评估业务基本事项,约定资产评估机构和委托人权利、义务、违约责任和争议解决等内容的书面合同。

根据《中华人民共和国资产评估法》、《中华人民共和国民法典》和《资产评估执业准则—资产评估委托合同》等资产评估准则,经过友好协商,就甲方决定委托乙方承办的资产评估业务,各方签订如下合同。

一、委托人和资产评估机构的名称、住所、联系人及联系方式

甲方

(委托人1): 中机资本香港有限公司

注册地址: RM 701 FAIRMONT HSE 8 COTTON TREE DRIVE CENTRAL, HONG KONG

法定代表人或有权签字人: 杨曜辉

联系人: 马润秋

联系方式: 135 5271 1372

(委托人2): 中机欧洲有限公司

注册地址: 1123 Budapest, Alkotás u. 55-61. B Torony. 1. em.

法定代表人或有权签字人: 孟凡晔

联系人: 傅熙皓

联系方式: 185 0130 7798

乙方(资产评估机构): 北京中天和资产评估有限公司

注册地址: 北京市西城区车公庄大街9号院五栋大楼C座402室

法定代表人: 李钰

联系人: 张卫泳

联系方式: 137 0109 1557

二、 评估目的

2019 年委托人 1 收购项目公司 DEH 公司后,曾先后两次引入战投股东,为做相应补充产权变动登记,进行此次追溯评估,委托乙方对涉及本评估目的之标的公司股东全部权益进行资产评估工作,从而为甲方提供价值参考。

三、 评估对象和评估范围

经与甲方确认,乙方进行资产评估工作所涉及的评估对象和评估范围如下:

评估对象是评估基准日甲方委托评估的标的公司股东全部权益的价值。

评估范围是评估基准日甲方委托评估的标的公司审计后资产负债表列示的全部资产和负债。具体包括:流动资产、非流动资产、流动负债及非流动负债,评估范围以经被评估单位盖章确认的资产评估申报表列示的内容为准,委托评估对象和评估范围与经济行为涉及的评估对象和评估范围一致。

四、 评估基准日

本项资产评估的基准日为: 2019 年 4 月 30 日,评估基准日是由甲方确定的。

五、 评估报告使用范围

1. 资产评估报告使用人是甲方委托人 1,即中机资本香港有限公司。
2. 没有上述报告使用人以外的其他资产评估报告使用人。
3. 资产评估报告仅供资产评估委托合同约定的和法律、行政法规规定的使用人使用,其他任何机构和个人不能成为资产评估报告的使用人。
4. 委托人或者其他资产评估报告使用人应当按照法律、行政法规规定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。
5. 各方约定,应在载明的评估结论使用有效期内使用资产评估报告。
6. 各方约定,未经委托人书面许可,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。
7. 各方约定,未征得资产评估机构同意,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。
8. 根据资产评估准则的规定,委托人或者其他资产评估报告使用人违反前述约定使用资产评估报告的,资产评估机构及其资产评估专业人员不承担责任。

六、 资产评估报告提交期限和方式

1. 甲方向乙方提供资产评估申报表、批复文件、资产法律权属证明、相应的财务资料等必要资料的时间为乙方人员进入被评估单位现场 10 个(包含)工作日内。
2. 乙方收到甲方提供的全部评估申报材料后,10 个(包含)工作日内完成甲方委托的评估工作,并向甲方提供资产评估报告初稿。若因不可抗力因素需延长或提前完成评估工作,甲、乙各方另行协商。
3. 资产评估报告初稿通常采用电子版本,以乙方项目经理的电子邮件发出时间为资

产评估报告提交时间。

4. 乙方向甲方出具的正式书面资产评估报告为 5 份, 正式资产评估报告可以采用当面提交和邮寄方式, 无论当面提交和邮寄方式, 各方交接人员都应填写交接清单。5. 如需要增加份数或需要资产评估报告的外文翻译稿, 需要增加必要成本费和翻译费用。两种文本遇有解释不一致时, 应以中文本为准。

6. 资产评估报告复印件不具备法律效力。

七、 评估服务费、支付时间及支付方式

1. 根据资产评估收费标准、行业惯例和本项目的工作量, 经协商收取评估费为人民币捌万元整 (¥80,000.00 元), 由甲方委托人 2 代付该笔费用。

2. 具体付款方式为: 本资产评估委托合同签订生效后, 付款进度如下表:

金额单位: 人民币元

时间进度	付款比例	付款金额
乙方开始现场工作日并向甲方委托人 2 开具有效等额发票起 5 个工作日内	50%	40,000.00
乙方提交正式评估报告日向甲方委托人 2 开具有效等额发票起 5 个工作日内	50%	40,000.00
合计	100%	80,000.00

3. 甲方委托人 2 应按照约定时间将相应的评估费存入乙方如下指定账户:

单位:	北京中天和资产评估有限公司
税号:	91110102720918709G
地址:	北京市西城区车公庄大街 9 号院 2 号楼 3 门 904 室
电话:	010-88395676
开户银行及账号:	交通银行北京阜外支行 110060239018170053965
SWIFT 代码	COMMCNSHBJG

4. 上述评估费不包括评估人员必要的交通、住宿、餐饮、通讯和办公费用等。

5. 评估费以人民币为计价本位币。

6. 因甲方或者其他相关当事人原因导致资产评估程序受限, 资产评估机构无法履行资产评估委托合同, 资产评估机构可以单方解除资产评估委托合同, 甲方应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。

7. 甲方提出提前终止资产评估业务、解除资产评估委托合同的, 应当按已开展资产评估业务的时间、进度, 或者已完成的工作量支付相应的评估服务费。

8. 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, 甲方应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。

八、 各方的其他权利和义务

(一) 甲方的其他权利和义务:

1. 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, 恰

当使用资产评估报告是甲方和其他相关当事人的责任

2. 督促协调被评估企业在财产清查、对盘盈、盘亏、报废等进行了会计处理的基础上, 填制委托评估资产申报表, 保证账账、账实、账单一致。

3. 甲方应当根据评估业务需要, 负责乙方及其资产评估师和其他资产评估专业人员与相关当事人之间的协调。

4. 甲方应当为乙方及其资产评估师和其他资产评估专业人员执行评估业务提供必要的工作条件和协助, 特别是进行现场勘察及核查验证工作时, 甲方应协调被评估企业指定相应专业技术人员与其他有关人员积极配合, 保证评估工作顺利进行。

5. 委托人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的真实性、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。

6. 对乙方所提供的全部资料和信息, 除法律另有规定外, 未经乙方许可, 不得向甲方以外的任何人透露。

(二) 乙方的其他权利和义务

(1) 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, 是资产评估机构及其资产评估专业人员的责任。

(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, 恰当使用资产评估报告是委托人和其他相关当事人的责任, 乙方的责任不能替代、减轻或免除甲方的责任。

(3) 遵守职业道德, 对在工作过程中知悉的商业秘密应予保密, 对甲方提供的内部资料和资产评估结果严守秘密。

(4) 在需要时, 乙方有义务主动做好与其他中介机构的协调工作, 指派有胜任能力的资产评估师和其他资产评估专业人员承办本项目, 以确保工作进度和质量; 甲方对乙方评估人员中可能涉及与甲方有利害关系的人员提出回避。

(5) 乙方在甲方履行其责任与义务的前提下, 将按各方约定时间出具评估报告。若甲方不能按照规定时间提供相关材料, 乙方有权相应延长交付评估报告的时间。

(6) 在资产评估过程中, 若因甲方原因提出重大更改, 造成乙方返工, 各方应另行协商加收评估费和延长出具评估报告时间等事项, 必要时可以签订补充协议或另行签订委托合同。

(7) 甲方如拒绝提供或者不如实提供执行评估业务所需的权属证明、财务会计信息和其他资料的, 乙方有权拒绝履行资产评估委托合同。

(8) 如甲方在本次委托服务完毕后, 需对本次委托事项下的工作成果进行更新, 则乙方应以优惠价格提供相关服务。

(三) 约定事项的变更

1. 委托合同签订后, 甲乙双方发现相关事项约定不明确, 或者履行评估程序受到

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限制需要增加、调整约定事项的,应经过协商对资产评估委托合同相关条款进行变更,并签订补充协议或者重新签订资产评估委托合同。

2. 委托合同签订后,评估目的、评估对象、评估基准日发生变化,或者评估范围发生重大变化,各方应签订补充协议或者重新签订资产评估委托合同。

3. 由于可能出现的不可预见情况,影响约定业务如期完成或需提前出具评估报告的,各方可要求变更约定事项或解除约定,但应及时通知对方,各方协商解决。

4. 订立资产评估委托合同时未明确的内容,资产评估委托合同当事人可以采取订立补充合同或者法律允许的其他形式做出后续约定。

九、 违约责任和争议解决

1. 本委托合同经各方法定代表人或授权代表签字、加盖公章后生效。

2. 本委托合同正本一式肆份,经甲乙双方签章后,各方各执贰份,四份正本具有同等法律效力。

3. 签约各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。

4. 资产评估委托合同订立后发现相关事项存在遗漏、约定不明确,或者在合同履行中约定内容发生变化的,乙方可以要求与委托人订立补充合同或者重新订立资产评估委托合同,或者以法律允许的其他方式对资产评估委托合同的相关条款进行变更。

5. 本委托合同产生的争议由各方协商解决,协商不成时,应向乙方所在地人民法院起诉。

十、 签约时间和地点

本资产评估委托合同于 2023 年 3 月 29 日由下述各方在中国北京签订。

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十一、 各方签字盖章

甲方(委托人1): 中机资本香港有限公司 (盖章)

For and on behalf of
CMC Capital (Hong Kong) Co., Limited
中机资本香港有限公司
法定代表人(或授权代表): 
Authorized Signature(s)

中机资本香港有限公司

甲方(委托人2): 中机欧洲有限公司 (盖章)

CMC Europe Kft.
1123 Budapest, Alkotás u. 55-61.
B torony, 1. emelet
Adószám: 27039119-2-43
法定代表人(或授权代表): 

乙方: 北京中天利资产评估有限公司



法定代表人 (或授权代表)

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