

1、Powertek Energy Holdings Sdn Bhd 拟收购股权涉及的华元新能源有限公司持有的毅昇有限公司 10%股权项目

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 : 2022 年 7 月 5 日

Date : 5 July 2022

款

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 2022 年 3 月 31 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 31 March 2022 (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: 2022年3月31日。

III. Base Date of Valuation: 31 March 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 144,000.00 元（人民币大写：壹拾肆万肆仟元整）。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 144,000.00, 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 10%，计 1.44 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 12.96 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 14,400.00 within 14 days after signing this entrustment Contract. Party A shall pay 90% of the Valuation Service Fee, which is RMB 129,600.00 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 北京银行(北京银行国兴家园支行)
BANK: BANK OF BEIJING
BEIJING CN
SWIFT CODE: BJCNCNBJ
BENEFICIARY 中资资产评估有限公司
NAME:
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.

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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50088 Kuala Lumpur, Malaysia
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fax +60 3 2381 6677

甲方(盖章): Powertek Energy Sdn Bhd 乙方(盖章): China Assets
Party A (Company Stamp): Powertek Appraisal CO., LTD.
Energy Sdn Bhd Party B (Seal): China Assets
Appraisal CO., LTD.

甲方代表(签字): 乙方代表(签字):
Party A's Representative (Signature) Legal Representative of Party B
(Signature)

地址:
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联系人: 曾华莹
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2、香港宝豫有限公司拟稀释中非基金所持香港宝豫的股权比例项目

资产评估委托合同

委托人: 宝钢资源(国际)有限公司 (以下简称甲方)

委托人联系人: 于云生

委托人联系方式: 021-35880207

委托人住所: 香港湾仔港湾道1号会议展览广场办公大楼29楼2901室

资产评估机构: 中资资产评估有限公司 (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

资产评估委托合同签订地点: 上海

第一条 总则

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。

第二条 服务内容

1.评估目的: 为香港宝豫有限公司股东增资并稀释未出资股东股权比例这一经济行为提供价值参考依据。

2.评估对象和评估范围: 评估对象为香港宝豫有限公司股东全



部权益，评估范围为香港宝豫有限公司全部资产及负债；

3.评估基准日期为：2021年12月31日；

4.评估报告使用范围：

依本委托合同提交的资产评估报告仅供甲方及甲方关联方或法律、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。

甲方及甲方关联方或法律、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。

甲方及甲方关联方或法律、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。

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。

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。

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）。

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评估费用。

6.甲方和其他相关当事人应恰当使用资产评估报告。

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。

第四条 乙方的义务

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。

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 10 个工作日内出具符合质量要求和形式要求的资产评估报告 4 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，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。

第五条 费用及支付方式

本次资产评估费用含税总价为 120000.00 元人民币，其中，不含

税价为 113207.55 元人民币 , 增值税税额为 6792.45 元 人民币, 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。

评估费用的支付方式为:

1. 乙方提交资产评估报告初稿并经甲方确认、收到乙方开具的增
值税专用发票后, 甲方向乙方支付评估费用总额(含税)的 50%, 计
6 万元人民币; 甲方完成评估报告备案且收到乙方开具的发票后 20
个工作日内, 支付剩余的 50% 费用, 计 6 万元人民币。

2. 支付采用电汇方式或双方商定的其他方式。

3. 除上述评估费外, 乙方承担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(不含香港及利比里亚现场勘
查费用), 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。

乙方付款信息:

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

英文付款信息:

Company Name: China Assets Appraisal Co., Ltd.

Address: 17th Floor A, Guoxing Building, No. 22 Shouti South Road, Haidian
District, Beijing, China.

Receiving Bank: Guoxingjiayuan branch, Bank of Beijing.

Account No.: 01090947600120105044984

Bank Address: 5th floor, No. 20 Shouti South Road, Haidian District, Beijing, China.

Swift Code: BJCNCNBJ

4. 本次服务提交的评估报告权属归甲方所有。

第六条、违约责任

1. 甲方违约而终止资产评估委托合同的情形：

(1) 甲方提前终止资产评估业务、解除资产评估委托合同的；

(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；

(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；

(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；

因上述原因终止资产评估委托合同，乙方不退还预付款，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。

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。

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。

第七条 争议解决

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，提请香港国际仲裁中心（HKIAC）仲裁解决。

第八条 附则

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。

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：宝钢资源（国际）有限公司 乙方：中资资产评估有限公司

法定代表人或

授权代表（签字）：李欣



法定代表人或

授权代表（签字）：孙



2022年4月6日

2022年4月6日

3、中广核能源科技（老挝）有限公司拟增资扩股并引入新股东涉及的中广核能源科技（老挝）有限公司股东全部权益评估项目

LCF 2023017
万强

合同编号：PESB/CGNEL/SA/23/002
Contract No: PESB/CGNEL/SA/23/002

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：线上
Signed at: Online

签订时间：2023 年 1 月 6 日
Date: 6 January 2023

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 Sdn Bhd 和中广核能源科技（老挝）有限公司是 Edra Power Holdings Sdn Bhd 的子公司，中广核能源科技（老挝）有限公司拟进行增资扩股并引入新股东，为此需要以 2022 年 10 月 17 日作为估值日，对中广核能源科技（老挝）有限公司进行估值，为委托人提供参考。

Powertek Energy Sdn Bhd and CGN Energy Technology (Laos) Sole Co., Ltd. are both direct subsidiaries of Edra Power Holdings Sdn Bhd. CGN Energy Technology (Laos) Sole Co., Ltd intends to increase its share capital and introduce a new shareholder. For purpose of the introduction, the Entrusted Party shall hereby evaluate and submit the valuation report on the equity value of CGN Energy Technology (Laos) Sole Co., Ltd. as at

17 October 2022 (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：中广核能源科技（老挝）有限公司股权价值

Valuation Objects: Equity value of CGN Energy Technology (Laos) Sole Co., Ltd.

估值范围：中广核能源科技（老挝）有限公司的全部资产

Scope of Valuation: All assets of CGN Energy Technology (Laos) Sole Co., Ltd.

三、 估值基准日：2022年10月17日。

III. Base Date of Valuation: 17 October 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 five (5) 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: 中文估值报告和英文估值报告。

Report language: Chinese Valuation Report and English Valuation Report.

3、提交方式: 估值报告的电子版送达给甲方。

Report submission: The electronic version of the Valuation Report shall be 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 58,000.00 元 (人民币大写: 伍万捌仟元整)。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 58,000.00, which includes taxes expense, transportation expense, hotel and board expense (the "Valuation Service Fee").

2、甲方应于乙方提交估值报告后 14 日内支付估值服务费。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 the Valuation Service Fee within 14 days after receiving 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 100% of the work when it submits an electronic copy of the 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

RMB receiving account information

Company
Name : China Assets Appraisal CO., LTD
Deposit bank : BANK OF BEIJING Guoxing Jiayuan Branch
Bank code : 313100000499
Bank account : 01090947600120105044984

Foreign currency (cross-border RMB) receiving account information

RECEIVER'S
BANK: BANK OF BEIJING
BEIJING CN
SWIFT CODE: BJCNCNBJ
BENEFICIARY
NAME: China Assets Appraisal CO LTD
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.

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.

5、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.

6、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.

7、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.

8、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.

9、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 01021225793-01
Level 43, Menara Maxis,
Kuala Lumpur City Centre,
50088 Kuala Lumpur, Malaysia
tel: +603 2382 8600
fax: +603 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:
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 building,
22 Shouti South Road,
Haidian District, Beijing
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



4、中原国际投资有限公司拟处置的存货涉及的一批平板电脑资产评估报告

资产评估委托合同

委托人：中原国际投资有限公司（以下简称甲方）

委托人联系人：汤鑫

委托人联系方式：18500362777

委托人住所：香港灣仔駱克道 212-220 號洛洋閣商業大廈 5 樓 A3 室

资产评估机构：中资资产评估有限公司（以下简称乙方）

资产评估机构联系人：邸雪筠

资产评估机构联系方式：010-88357083

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

资产评估委托合同签订地点：北京

第一条 总则

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。

第二条 服务内容

1. 评估目的：甲方拟处置一批存货资产，故委托乙方对该资产进行资产评估，出具资产评估报告；

2. 评估对象和评估范围：甲方拟处置存货资产，涉及一批平板电脑；

3. 评估基准日期为：2022 年 12 月 31 日。

4. 评估报告使用范围：

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。

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。

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。

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。

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。

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）。

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评估费用。

6. 甲方和其他相关当事人应恰当使用资产评估报告。

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。

第四条 乙方的义务

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。

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 5 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 5 个工作日内出具符合质量要求的资产评估报告 4 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，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。

第五条 费用及支付方式

甲方承诺向乙方支付评估费用含税总价为 10,000.00 元人民币，其中，不含税价为 9,433.96 元人民币，增值税税额为 566.04 元人民币，乙方增值税率为 6%，以下支付方式约定评估费金额为含税价。

评估费用的支付方式为：

1. 在乙方提交资产评估报告书时一次付清 100%款项。
2. 支付采用电汇方式或双方商定的其他方式。
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。

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. 甲方违约而终止资产评估委托合同的情形：

(1) 甲方提前终止资产评估业务、解除资产评估委托合同的；

(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。

(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；

(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；

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。

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。

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。

第七条 争议解决

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，提请中国国际经济贸易仲裁委员会仲裁机构仲裁解决。

第八条 附则

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。

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。

—————以下无正文—————

甲方：中原国际投资有限公司
法定代表人或授权代表（签字）： _____
2023年 5月 9日



乙方：中资资产评估有限公司
法定代表人或授权代表（签字）： _____
2023年 5月 9日

