

**XL Systems Europe BV
&
SINOVALUE Assets Appraisal Co., Ltd.
(中水致远资产评估有限公司)**

**XL Systems Europe BV intends to transfer
the held equity of NOV (Jiangsu) Energy
Equipment Limited (国民油井华高 (江苏)
能源设备有限公司)**

**Asset appraisal commission contract
资产评估委托合同**

Contract No.合同编号: ZSZY[2023]0794

Date of signature 签约日期: May 2023

Asset appraisal commission contract

资产评估委托合同

Party A (Client)甲方（委托人）: XL Systems Europe BV

Address 住 所: Nijverheidsweg 45, 4579 AP Etten-Leur, The Netherlands

Legal representative 法定代表人: Bram Vermeulen

Party B (Trustee)乙方（受托人）: SINOVALUE Assets Appraisal Co., Ltd.

Address 住 所: Floor 6, Jiaodazhixing Building, No 3 Shangyuancun, Haidian District, Beijing, China, 100044

Legal representative 法定代表人: Xiao Li

As XL Systems Europe BV intends to transfer the equity of NOV (Jiangsu) Energy Equipment Limited and requires asset valuation, Party B is entrusted as the valuation agency, and Party B agrees to accept the entrustment of Party A. In accordance with the Asset Appraisal Law of the People's Republic of China, the Civil Code of the People's Republic of China, the Asset Appraisal Practice Code -- Asset Appraisal Commission Contract and other laws and regulations as well as the asset appraisal industry standards, to clarify the rights and obligations of both parties, Party A and Party B enter into this Asset Appraisal Commission Contract through friendly negotiation.

因 XL Systems Europe BV 拟转让所持有的国民油井华高（江苏）能源设备有限公司股权需要进行资产评估，甲方委托乙方作为评估机构，乙方同意接受甲方的委托。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、法规和资产评估行业准则的规定，为明确双方的权利和义务，经甲乙双方友好协商，订立本资产评估委托合同。

I. Entrusted valuation Project Name: XL Systems Europe BV intends to transfer

the held equity of NOV (Jiangsu) Energy Equipment Limited.

委托评估项目名称：XL Systems Europe BV 拟转让所持有的国民油井华高（江苏）能源设备有限公司股权项目

II. Name of the target company: NOV (Jiangsu) Energy Equipment Limited

被评估单位名称：国民油井华高（江苏）能源设备有限公司

III. Valuation Purpose: To evaluate the market value of all shareholders' equity of NOV (Jiangsu) Energy Equipment Limited on the base date of valuation, so as to provide value reference for the economic behavior of XL Systems Europe BV's planned transfer of the equity of NOV (Jiangsu) Energy Equipment Limited.

评估目的：评估国民油井华高（江苏）能源设备有限公司股东全部权益在评估基准日的市场价值，为 XL Systems Europe BV 拟转让所持有的国民油井华高（江苏）能源设备有限公司股权之经济行为提供价值参考。

IV. Object and scope of entrusted assets appraisal: The appraisal object is the value of all the shareholders' equity of NOV (Jiangsu) Energy Equipment Limited. The appraisal scope is all the assets and liabilities of NOV (Jiangsu) Energy Equipment Limited. The specific appraisal scope is subject to the Asset Appraisal Schedule provided by the target company.

委托评估资产的对象和范围：评估对象为国民油井华高（江苏）能源设备有限公司股东全部权益价值，评估范围为国民油井华高（江苏）能源设备有限公司的全部资产及负债，具体评估范围以被评估单位提供的《资产评估明细表》为准。

V. Base date: 30 April, 2023.

评估基准日：2023 年 30 月 April 日。

VI. Scope of use 评估报告使用范围

1. The asset appraisal report can only be used by the client, other users of the asset appraisal report as agreed in the asset appraisal entrustment contract and users of the asset appraisal report as stipulated by laws and administrative regulations. No other institution or individual can be the user of the asset appraisal report.

资产评估报告仅供委托人、资产评估委托合同中约定的其他资产评估报告使用人和法律、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。

2.Users of other asset appraisal reports in this appraisal: none.

本次评估的其他资产评估报告使用人： 无。

3.The Asset Appraisal Report issued by Party B upon completion of the appraisal shall be owned by Party A after Party A has paid all the appraisal fees. The client or other users of the asset appraisal report shall use the asset appraisal report in accordance with the provisions of laws and administrative regulations and the purposes and purposes specified in the asset appraisal report. Where the client or any other user of the asset appraisal report uses the asset appraisal report in violation of the foregoing provisions, the asset appraisal institution and its professional asset appraisal personnel shall not be liable.

乙方在评估工作完成时出具的《资产评估报告》，在甲方支付全部评估费用后，其使用权归甲方所有，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。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。

4.Party A shall use the asset appraisal report within the validity period of the appraisal conclusions specified in the asset appraisal report.

甲方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。

5.Without the written permission of the client, the asset appraisal institution and its asset appraisal professionals shall not provide or disclose the contents of the asset appraisal report to any third party, unless otherwise provided by laws and administrative regulations.

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、行政法规另有规定除外。

6.Without the consent of the asset appraisal institution, the content of the asset appraisal report shall not be copied, quoted or disclosed to the public media, except as stipulated by laws and administrative regulations or otherwise agreed by the relevant parties.

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。

VII. Time limit and method of submission of valuation report 评估报告提交期限和方式

According to the schedule of asset appraisal and on the premise that Party A has coordinated the target company, Party B shall send the preliminary information list required for asset appraisal to the target company by E-mail before December 2023. Party A shall coordinate and organize the appraisal entity to complete the self-clearance and self-examination of assets before December 2023, and provide the asset inventory and valuation declaration form, ownership certificate and other relevant valuation materials required by Party B according to the information list provided by Party B. At the same time, Party B shall, on the premise of Party A's coordination, enter the operation site of the target company in time.

根据资产评估工作的时间安排，在甲方已协调好被评估单位的前提下，乙方应于2023年12月前将资产评估所需初步的资料清单以电子邮件的方式发给被评估单位。甲方应协调组织被评估单位于2023年12月前完成资产自清自查工作，并根据乙方提供的资料清单，提供乙方评估所需的资产清查评估申报表、权属证明及其他相关评估所需资料。同时，在甲方协调一致的前提下，乙方应及时进入被评估单位作业现场。

Party B shall complete the appraisal work entrusted by Party A within 30 days after obtaining the materials required for the appraisal (if the appraisal assets need to be audited, Party A shall submit the official audit report to Party B at least 5 days prior to the issuance of the appraisal report by Party B), and submit the electronic version of the Asset Appraisal Report (draft for exchange of opinions) to Party A by E-mail as required by Party A. After the exchange of opinions, Party B shall submit the official Asset Appraisal Report to Party A (including 3 electronic and paper copies). If Party A or the target company fails to provide the materials in time, or Party B fails to enter the site to carry out the valuation in time due to reasons of Party A or the target company, the time of submitting the report may be postponed accordingly.

乙方在取得评估所需资料后30日内完成甲方委托的评估工作（若委估资产需要审计，则甲方至少在乙方出具评估报告前5天将正式的审计报告提交给乙方），并根据甲方要求以电子邮件的方式向甲方提交电子版《资产评估报告》（意见交流稿）。在意见交流后，乙方向甲方提交正式的《资产评估报告》（含电子版和纸质版3份）。若甲方或被评估单位不能及时提供资料，或因甲方、被评估单

位原因，乙方不能及时进入作业现场开展评估工作，提交报告的时间可以顺延。

VIII. Party B shall assign appropriate asset appraisal professionals to undertake the business to ensure the completion of the appraisal work on schedule; Party A shall have the right to ask Party B's assets appraisal professionals who have an interest relationship with Party A to withdraw.

乙方应指派适当资产评估专业人员承办该项业务，以确保评估工作按期完成；甲方对乙方资产评估专业人员中涉及与甲方有利害关系的人员有权要求其回避。

IX. The total service fee or payment standard, payment time and payment method
评估服务费总额或者支付标准、支付时间及支付方式

1. According to the national regulations, the purpose of the appraisal and the simplicity of the appraisal, both parties agree that the total asset appraisal service fee (including tax) is ¥100,000 (in words one hundred thousand : RMB).

根据国家规定及此次评估目的及本项目评估工作的繁简程度，甲乙双方协商本次资产评估服务费总额（含税）为¥100,000元（大写：拾万元人民币）。

2. Time and method of payment: Within 5 days after the asset appraisal contract is signed by both parties, Party A shall pay 50% of the above-mentioned appraisal service fee to Party B, namely ¥50,000 (in words: fifty thousand RMB); Within 5 days after Party B submits the official asset appraisal report to Party A, Party A shall pay the remaining 50% of the above-mentioned appraisal service fee to Party B, i.e., ¥50,000 (in words: fifty thousand RMB).

支付时间和方式：本资产评估委托合同经双方签章后5日内，由甲方向乙方支付上述评估服务费总额的50%，即¥50,000元（大写：伍万元人民币）；在乙方向甲方提交正式资产评估报告后5日内，甲方向乙方支付上述评估服务费总额剩余的50%，即¥50,000元（大写：伍万元人民币）。

The travel expenses incurred by the asset appraisal professionals of Party B in carrying out the appraisal, such as the travel expenses to other places, accommodation expenses at the appraisal site, etc., shall be borne by Party A.

乙方资产评估专业人员开展本次评估工作所发生异地差旅费、评估现场食宿

费等差旅费用由甲方承担。

X.Other rights and obligations of Party A 甲方的其他权利和义务

1.Timely provide materials required by Party A and relevant parties for the valuation, including business license, relevant economic behavior documents, asset inventory and valuation returns, financial account book vouchers, property rights certificates, relevant economic contracts and other relevant materials.

及时提供应由甲方和相关当事人提供的评估所需要的资料，包括营业执照、相关经济行为文件、资产清查评估申报表、财务帐簿凭证、产权证明文件、有关经济合同及其他相关资料。

Party A and the relevant parties shall be responsible for the authenticity, completeness and legality of the documents and materials provided, and confirm the above valuation materials provided by signing, sealing or other means permitted by law. As part of the valuation process, the client and relevant parties shall provide a letter of commitment clarifying their aforementioned responsibilities.

甲方和相关当事人应对所提供文件、资料的真实性、完整性和合法性负责，并对所提供的上述评估资料以签字、盖章或者法律允许的其他方式进行确认。作为评估程序的一部分，委托人和相关当事人应提供承诺函，以明确其前述责任。

2.The Client shall provide necessary working conditions and assistance for the asset appraisal agency and its asset appraisal professionals to carry out the asset appraisal business. The client shall, according to the needs of the asset appraisal business, closely cooperate with Party B in the appraisal work.

委托人应当为资产评估机构及其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，委托人应当根据资产评估业务需要，密切配合乙方进行的评估工作，在乙方进行现场清查评估时，甲方和相关当事人应指定专门人员配合。

3.The client shall, according to the needs of the asset appraisal business, be responsible for the coordination between the asset appraisal agency and its asset appraisal professionals and other relevant parties, so as to create favorable conditions for Party B to coordinate the relationship between Party B and other relevant intermediary agencies and external management departments in the appraisal process.

委托人应当根据资产评估业务需要，负责资产评估机构及其资产评估专业人员与其他相关当事人之间的协调，为乙方在评估工作过程中协调乙方与评估相关的其他各有关中介机构、外部管理部门的关系创造良好条件。

4. Provide appropriate site traffic and office conditions for Party B's assessors.

为乙方评估人员提供适当的现场交通、办公条件。

5. Pay or bear the expenses in time according to the asset appraisal Commission Contract.

根据本资产评估委托合同及时支付或承担所应承担的费用。

6. Shall not interfere with Party B's valuation work.

不干预乙方的评估工作。

XI. Other rights and obligations of Party B 乙方的其他权利和义务

1. In the appraisal work, adhere to the principles of independence, objectivity and justice, earnestly implement laws and regulations and appraisal criteria, timely provide the Asset Appraisal Report to Party A, and bear the corresponding legal responsibilities for the issuance of the Asset Appraisal Report.

在评估工作中，坚持独立、客观、公正的原则，认真执行法律法规和评估准则，及时向甲方提供《资产评估报告》，并对出具《资产评估报告》承担相应的法律责任。

2. Abide by professional ethics and keep confidential internal information and valuation results provided by Party A.

遵守职业道德，对甲方提供的内部资料和评估结果，严守秘密。

3. Party B shall be obliged to assign special persons to guide Party A's personnel to carry out property inventory, prepare asset inventory and valuation declaration form and collect relevant valuation materials, and shall actively coordinate with other intermediary agencies.

乙方有义务指派专人指导甲方人员，进行财产清查、编制资产清查评估申报表、搜集有关评估资料，并积极做好与其他中介机构的协调工作。

XII. Suspension of performance and termination of the asset appraisal contract 中止履行和解除资产评估委托合同的约定

1.If Party A terminates the asset appraisal business or rescinds the entrusted contract of asset appraisal in advance, Party A shall pay the corresponding appraisal service fee to Party B according to the time and progress of the asset appraisal business or the completed workload.

当甲方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乙方相应的评估服务费。

2.If Party A requires the issuance of a false asset appraisal report or has any other illegal interference with the appraisal conclusion, Party B shall have the right to unilaterally terminate the asset appraisal commission contract. Party A shall pay the corresponding appraisal service fee according to the time and progress of the asset appraisal business or the completed workload.

当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。

3.If the asset appraisal procedure is limited due to reasons caused by Party A or other relevant parties and Party B is unable to perform the asset appraisal commission contract, Party B may unilaterally terminate the asset appraisal commission contract; Party A shall pay Party B the corresponding appraisal service fee according to the time and progress of the asset appraisal business or the completed workload.

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乙方相应的评估服务费。

4. In case of suspension of the performance of this asset appraisal contract, the time of issuing the report shall be adjusted after negotiation by both parties.

当出现中止履行本资产评估委托合同情形时，经双方协商后，应调整报告出具时间。

5. In case of any other circumstances requiring the suspension or termination of the asset appraisal commission contract, both parties shall suspend the performance or

terminate the asset appraisal commission Contract after friendly negotiation.

出现其他需要中止履行或解除资产评估委托合同的情形时，由双方友好协商后中止履行或解除本资产评估委托合同。

6. Party B shall not refund the remuneration already paid to Party A if the performance of the Asset appraisal Commission Contract is suspended or terminated under the circumstances mentioned in Item 1, 2 and 3 of this article or for other reasons caused by Party A after Party B's on-site operation begins. At the same time, through friendly negotiation, Party B shall have the right to ask the client to pay additional appraisal service fee according to the amount of work completed by Party B.

当在乙方现场作业开始后，出现本条款第 1、2、3 项情形或其他因甲方原因中止履行或解除本资产评估委托合同时，乙方不退回甲方已支付报酬。同时，经过双方友好协商，乙方有权要求委托人按照乙方已完成的工作量追加支付相应的评估服务费。

7. If this asset appraisal commission contract needs to be terminated for other reasons, both parties shall separately agree on the amount of appraisal service fee to be collected or returned.

若出现其他原因需要解除本资产评估委托合同时，双方另行商定评估服务费收取或退回的金额。

8. If both parties fail to perform the asset appraisal commission contract due to force majeure, they shall be exempted from liability in part or in whole according to the impact of force majeure, unless otherwise provided by law.

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。

XIII. Other Matters 其他事项

1. It is the responsibility of the asset appraisal institution and its asset appraisal professionals to comply with the relevant laws, administrative regulations and asset appraisal criteria, analyze and estimate the value of the appraisal object under the specific purpose of the appraisal base date and issue the asset appraisal report.

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.It is the responsibility of the client and other relevant parties to provide the materials required by the asset appraisal business in accordance with the law and ensure the authenticity, integrity and legality of the materials. The client or other relevant parties shall confirm the authenticity, completeness and legality of the asset appraisal schedule and other important materials provided by the client, including signature, seal or other means permitted by law; If the client and other relevant parties refuse to provide or do not truthfully provide the ownership certificate, financial and accounting information or other relevant materials required for the asset appraisal business, the asset appraisal institution shall have the right to refuse to perform the entrusted contract for asset appraisal.

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；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；委托人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，资产评估机构有权拒绝履行资产评估委托合同。

3.After the conclusion of the asset appraisal commission contract, if it is found that there are omissions or unclear provisions in the relevant matters, or the agreed contents are changed during the performance of the contract, the asset appraisal institution may require the client to conclude a supplementary contract or a new asset appraisal commission contract, or alter the relevant provisions of the asset appraisal commission contract by other means permitted by law.

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，资产评估机构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。

XIV. The validity period of the asset appraisal entrustment contract 资产评估委托

合同的有效期限

This Asset appraisal Commission contract shall come into force after being signed by both parties and terminated after all the agreed matters are completed.

本资产评估委托合同经甲乙双方签章后生效，约定事项全部完成后终止。

XV. Liability for breach of contract and dispute resolution 违约责任和争议解决

1.Both parties shall be liable for breach of contract in accordance with the relevant laws and regulations of China.

双方按照中华人民共和国相关法律法规的规定承担相应的违约责任。

2.Any dispute arising between the parties shall be settled through friendly negotiation. If no settlement can be reached through consultation, it may be settled through litigation; The venue of the proceedings shall be chosen by the party bringing the proceedings in accordance with the provisions of the national law.

双方产生争议时，通过友好协商方式解决；协商解决不成的，可以通过诉讼方式解决；诉讼的地点由提出方根据国家法律规定在自行选择合法有效地点。

XVI. This asset appraisal Commission contract is made in quadruplicate, with two copies for each party.

本资产评估委托合同一式肆份，甲乙双方各贰份。

XVII. Other matters not mentioned herein shall be settled by both parties through friendly negotiation.

其他未尽事宜，由双方友好协商解决。

(The following text is left blank 以下无正文)

(This page is the seal and signature page of the asset appraisal entrustment contract, without text 此页为资产评估委托合同盖章签字页，无正文)

Party A (Client) (Signature) 甲方 (委托人): XL Systems Europe BV

Legal Representative or Authorized Representative (Signature) 法定代表或授权代表 (签字):



Contact person 联系人: **Christopher O'Neil**

Telephone Number 电话: **+44 (0)7445600590**

Contact Address and Zip code 联系地址及邮编: **NOV, Badentoy Crescent, Portlethen, Aberdeen AB12 4YD, United Kingdom**

Date 日期: **24 May 2023**

Party B (Trustee) 乙方 (受托人): SINOVALUE Assets Appraisal Co., Ltd. (中水致远资产评估有限公司)

Legal Representative or Authorized Representative (Signature) 法定代表或授权代表 (签字): 

Contact person 联系人: _____

Telephone Number 电话: _____

Contact Address and Zip code 联系地址及邮编: **北京市海淀区上园村3号北京交通大学西门交大知行大厦6层 100044**

Bank account number 银行账号: **4045200001819900025224**

Date 日期: _____



增值税普通发票

发票代码：011002100104

发票号码：45397578

开票日期：2023年11月08日

校验码：52568292201900932246

机器编号：661525965567

购买方	名称：COOPERATIE NOV NL U.A 纳税人识别号：0000000000000000 地址、电话： 开户行及账号：	密码区	87/5+74/3*/2839/7069<3<553**+8<8282>524+6663464483 6-4932+/7937-/6-0/+/>+39*7069<1+47783+18282>524+6 66346421+2				
项目名称	规格型号	单位	数量	单价	金额	税率	税额
*鉴证咨询服务*评估费			1	100025.490566037 7	100,025.49	6%	6,001.53
					¥100025.49		¥6001.53
价税合计（大写）	⊗ 壹拾万零陆仟零贰拾柒圆零贰分					（小写）¥106027.02	
销售方	名称：中水致远资产评估有限公司 纳税人识别号：91110108100024499T 地址、电话：北京市海淀区上园村3号交大知行大厦6层618室 62193152 开户行及账号：华夏银行北京首体支行4045200001819900025224	备注					

收款人：候阳阳

复核：候阳阳

开票人：杨惠敏

销售单位：（章）