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The Directors
LiboVito (Beijing) Co. Ltd. 北京立博威拓环境技术有限公司
#2213, No.2 Building, Huihua Guoji,
Shangdi 10th Street,
Haidian District, Beijing,
P.R. China

For the attention of: Mr. Rob Fabry
Dr. Ir. Debin Mao
Date: 16 November 2022

Dear Sirs

Subject: 2022 Annual Statutory Audit

We set out below our understanding of the services that you require in respect of the audit requirements of LiboVito (Beijing) Co. Ltd. ("the Company"). We request that you confirm this understanding by signing and returning a copy of this letter.

Based upon our understanding of the engagement, we have prepared the following summary of our services under the following headings:

Paragraphs

- I Summary of Your Requirements
- II Our Proposal of Services
- III Timing
- IV Staffing and Relevant Experience
- V Conditions for Efficient Performance of Work
- VI Fees and Billing Arrangement
- VII Confidentiality of Information
- VIII Agreement of Terms

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I Summary of Your Requirements

We understand from our discussions that you wish us to provide the following services:

- PRC statutory audit services related to the Company for the period ending 31 December 2022. The audit reports will be issued in Chinese with English translation.
- Local tax verification. The verification report will be issued in Chinese.
- Foreign exchange annual filing assistance (if required).

II Our Proposal of Services

- 2.1 We will perform an audit of the Company's financial statements as of and for the year ending 31 December 2022. We understand that the financial statements of the Company will be prepared in accordance with generally accepted accounting principles in China ("Chinese GAAP"). The audit reports will be issued in Chinese with English translation.
- 2.2 We will conduct the audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit will provide a reasonable basis for our report.
- 2.3 We will notify you immediately if circumstances relating to the conditions of your records and/or the availability of sufficient, competent evidential matter arise during the course of our work, which in our professional judgement prevents us from completing the audit legally. In such a situation, we retain the right to take any course of action permitted by professional standards, including withdrawal from the engagement. However, before taking any action, we will send notice to the Office stating the matter and obtain your written consent.
- 2.4 An audit is subject to the inherent risk that error, irregularities or illegal acts, including fraud or defalcations, if they exist, will not be detected. We will inform you of any such matters that come to our attention. We will also communicate to you any reportable conditions in the internal control structure that we observe during the course of the audit.
- 2.5 As you know, the financial statements are the responsibility of the Company's management. Management has the primary responsibility for properly recording transactions in the records, for safeguarding assets and for preparing reliable financial statements. At the conclusion of our audit, we will request certain written representations from you about the financial statements and matters related thereto.
- 2.6 During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

III Timing

The audit fieldwork will be performed in January 2023 at a date to be mutually confirmed. The final audit report (English) will be issued in February 2023.

IV Staffing and Relevant Experience

This engagement will be placed under the overall supervision of Jacqueline Huang, the Partner responsible for audit and business advisory services in our Beijing Office. Without the written consent from your side, we will not change the Partner.

V Conditions for Efficient Performance of Work

In order to be able to perform our work in an efficient manner, we will need the full co-operation from the management of the Company. We will request management to complete the necessary document preparation list prior to the start of our field work. A copy of the document preparation list will be discussed with the Company management on acceptance of our proposal.

VI Fees and Billing Arrangement

Our fee is calculated based on the degree of responsibility and skill involved in performing the work and upon the actual time used by our people on the assignment.

The estimated fee for the above service is ¥ 32,500. The fee stated includes Value Added Tax and related surcharges of 6.72% and the out-of-pocket expenses incurred during the audit works.

This fee estimate will be subject to adjustments based on unanticipated changes in the scope of our work and/or the untimely receipt by us of the information on the client participation list. The two parties shall negotiate and make agreement on the adjustment. All other provisions of this letter will survive any fee adjustment.

VII Confidentiality of Information

The information that we gather in the course of our work remains confidential to your Company and shall only be disclosed to those with direct need to perform our duties set out above.

In the event we are requested or authorised by the Company as witnesses with respect to our engagements for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

VIII Agreement of Terms

Please note that RSM China's maximum liability relating to the services covered under this proposal (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to us for the portion of our services or work products giving rise to liability. Our Firm and our personnel shall not be liable for consequential, special, incidental or punitive loss, damages or expenses (including without limitation, lost profits, opportunity costs, etc.) of the Company, unless otherwise provided by regulations of PRC law. In addition, the Company shall indemnify and hold harmless our Firm and our personnel from and against any claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and the time of our personnel involved) brought against, paid or incurred by us at any time and in any way arising out of or relating to our services under this proposal, except to the extent finally determined to have resulted from the gross negligence or wilful misconduct of our personnel. These provisions shall survive the completion of this engagement.

Any variation to the terms of this engagement should be notified in writing by either party at least within one month prior to the proposed change.

It is agreed by the Company and RSM China or any successors in interest that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be asserted more than three years after the date of the related report or one year after the date of termination of RSM China's services.

This letter constitutes the complete and exclusive statement of agreement between RSM China and the Company, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement for audit services between the parties.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate the opportunity to work with you.

Yours faithfully

RSM China CPA LLP



Read and accepted by the addressee:

Signature: _____

Printed Name: DIRK FRANSAER

Title: DIRECTOR

Date: 28/11/2022

