



# 资产评估委托合同

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签约地点：北京

签约日期：2024年1月10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、流动资产、在建工程、流动负债等。

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、流动资产、在建工程、流动负债等。

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、流动资产、在建工程、流动负债等。



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、流动资产、在建工程、流动负债等。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 object and scope of appraisal I is the portfolio of Overstar srl goodwill-containing asset groups involved in the goodwill impairment test conducted by ACI for financial reporting purposes as at the base date of the asset appraisal, specifically including full goodwill, current assets, construction in progress and current liabilities.

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

The object and scope of appraisal III is the portfolio of goodwill-containing asset groups of Solar Edge srl involved in the goodwill impairment test conducted by ACI for financial reporting purposes as at the base date of the asset appraisal, specifically including full goodwill, current assets, construction in progress and current liabilities.

The object and scope of appraisal IV is the portfolio of goodwill-containing asset groups of Raygold srl involved in the goodwill impairment test conducted by ACI for financial reporting purposes as at the base date of the asset appraisal, specifically including full goodwill, current assets, construction in progress and current liabilities. The scope of the asset appraisal is based on the contents listed in the asset appraisal return confirmed by the appraised entity's seal, and the object and scope of the appointed appraisal are consistent with the appraisal object and scope involved in the economic behaviour.

## 3、资产评估基准日

由甲方确定资产评估基准日为：2023年12月31日。

## 3、Valuation Date

Party A has fixed 2023/12/31 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）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 ratio	Payment 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。

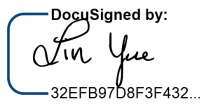
#### Liability for breach of contract and dispute resolution

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): 



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 ZHONGHE ASSETS APPRAISAL CO.,LTD  
Legal representative (or authorized representative):

回单编号: 413197555040 回单类型: 资金汇划 业务名称: 汇入汇款解付入账  
凭证种类: 凭证号码: 借贷标志: 贷方 转账方式: 实时转账  
付款人账号: 100200000066028  
付款人名称: ALLEANS CAPITAL INTERNATIONAL LIMITED/3RD FLOOR, 12 GOUGH SQUARE LONDON . UK GB  
开户行名称: BKCHGB2LXXX  
收款人账号: 110060239018170053965  
收款人名称: 北京中天和资产评估有限公司  
开户行名称: 交通银行北京阜外支行  
币种: CNY 金额: 60,000.00 金额大写: 人民币 陆万圆整  
摘要: IRC0110202416440  
附加信息: 20240429BKCHGB2LXXXTT51696240000738 VALUATION SERVICE FEE 申报号码: 110102000501240510N006 汇款人地址: ALLEANS CAPITAL INTERNATIONAL LIMITED/3RD FLOOR, 12 GOUGH SQUARE LONDON . UK GB



打印次数: 4 次 记账日期: 20240510 会计流水号: EEA0001047019438 打印机构: 01110800999 打印柜员: EEA0000  
记账机构: 01110240999 经办柜员: EEA0000 记账柜员: EEA0001 复核柜员: 授权柜员:

批次号: 1123000420250612000000065133 总张数: 1 当前第 1 张



**北京中天和资产评估有限公司**

**BEIJING ZHONGTIANHE ASSETS APPRAISAL CO.,LTD**

Address: Room 904, door 3, building 2, No. 9 Che Gong Zhuang Street, Xi Chen District, Beijing  
Zip code: 100044 Tel: (010)88395676 Fax:

VAT No. : 91110102720918709G

**Commercial Invoice**

Customer: Alleans Capital International Ltd

Company No.: 12353700

VAT No.: GB338304705

Address: 3rd floor 12,Gough Square EC4A 3 DW London(UK)

Invoice Date:8/4/2024

Code:

Phone:

Ref No. :

Email:

Page No.:

Qty	Description	Unit Price	Total Amount
1	Valuation service fee	60,000.00	60,000.00

Currency: CNY

Payment terms:

**BANKING DETAILS:**

Banker: Bank of Communications Beijing branch Fuwai Sub-branch

Name:

Branch:

Account

Number:

110060239018170053965

Code:

Swift code: COMMCNSHBJG

Sub Total	56,603.77
VAT(6%)	3,396.23
<b>TOTAL</b>	<b>60,000.00</b>

For and on behalf of



Authorized Signature: