



# 估值服务委托合同

## Valuation service commission contract

甲方：Canyon Bridge Fund I,LP

Party A: Canyon Bridge Fund I,LP

通讯地址：北京市建国门外大街1号国贸写字楼1座2718室

Address: 27/F China World Office 1, No.1 Jianguomenwai Avenue, Beijing, P.R.China

联系人：裴向荣

Contact person: Helen Pei

联系方式：+8610 5781 0621

Telephone number: +8610 5781 0621

乙方：北京中天和资产评估有限公司

Party B: Beijing Zhongtianhe Assets Appraisal Co. LTD

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

Address: Room 402, Block C, Building 5, Yard 9, Chegongzhuang Street, Xicheng

District, Beijing, P.R.China

联系人：张卫泳

Contact person: WeiYong Zhang

联系方式：137 0109 1557

Telephone number: 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。

In accordance with the Civil Code of the People's Republic of China and the provisions of relevant laws and regulations, to define both Parties obligations and rights. Both Parties agree to sign on this contract after discuss.

### 一、估值服务约定事项

#### I. Valuation service engagements

##### 1. 估值服务内容

##### 1. Valuation service contents

- 1) 估值服务目的：根据《企业会计准则第22号——金融工具确认和计量》和《企业会计准则第39号——公允价值计量》等会计准则，Canyon Bridge Fund I,LP以



财务报告为目的对所涉及的 Imagination Technologies 100% 股权公允价值进行估值。

2) Purpose of the valuation service: In accordance with the accounting standards such as the Accounting Standard for Business Enterprises No.22-Recognition and Measurement of Financial Instruments., and the Relevant Issues in Accounting Standard for Business Enterprises No.39 - Fair Value Measurement, Canyon Bridge Fund I, LP valued the fair value of the 100% equity interest in Imagination Technologies involved for financial reporting purposes.

3) 估值服务基准日：2023 年 12 月 31 日

Valuation service base date: December 31, 2023

4) 估值服务价值类型：公允价值

Valuation Service Value Type: Fair value

5) 估值服务对象和范围：估值服务对象和范围是估值服务基准日甲方委托估值的 Imagination Technologies 100% 股权。

Valuation service object and scope: The object and scope of the valuation service is 100% of the equity interest of Imagination Technologies entrusted by Party A on the valuation service base date.

估值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。

The scope of valuation services shall be subject to the contents set forth in the declaration form sealed and confirmed by Party A or the relevant parties.

估值服务范围与甲方的估值目的所涉及的范围一致。

The scope of the valuation service shall be consistent with the scope involved in Party A's valuation purpose.

## 2. 估值服务报告提交期限和方式

### Valuation service report submission's Deadline and method

1) 甲方应按约定时间提供相关资料，包括但不限于申报表、法律权属证明、财务资料等的提交时间为乙方人员进入现场日后 10 个（包含） 工作日内（N）。

Party A shall provide relevant materials, including but not limited to declaration form, legal Rights certificate, financial information, at the appointed time-submitted within 10 (inclusive) working days after Party B personnel enter the site(N).

2) 乙方应按约定的期限在 N 之后 20 个（包含）工作日完成估值服务报告 5 份，

Party B shall complete 5 copies of the valuation service report within 20 (inclusive) working days after N within the agreed period.

3) 正式估值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。

The formal valuation service report can be submitted in person or mailed, and both parties shall sign the handover sheet.

4) 乙方提交的估值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估值服务工作，合同当事人另行协商。

The valuation service report submitted by Party B should meet the agreed requirements. Both parties to the contract will negotiate separately, if the valuation service work needs to be extended or completed earlier due to force majeure factors, the parties to the contract will negotiate separately.

### 3. 估值服务报告使用范围

#### **valuation service report using scope**

1) 本估值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。

The user of the valuation Service report is Party A. No other institution or individual can be the user of the report, unless otherwise agreed.

2) 本估值服务报告不具有鉴证作用，仅供甲方参考使用。

This valuation service report, only for Party A's reference, has no attestation function.

3) 甲方或者其他人违反前述约定使用本估值服务报告的，乙方不承担责任。

Party B shall not be responsible for the use of this valuation service report by Party A or others in violation of the above agreement.

4) 甲方应在载明的使用有效期内使用本估值服务报告。

Party A shall use this valuation Service Report within the validity period specified

5) 未经甲方书面许可，乙方及乙方的服务人员不得将本估值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。



Party B and its service personnel shall not provide or disclose the content of this valuation Service report to any third party without written permission of Party A, except as otherwise provided by laws and administrative regulations.

- 6) 未征得乙方同意，本估值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。

The content of this valuation Service report shall not be copied, quoted or disclosed to the public media without the consent of Party B, unless otherwise stipulated by laws and administrative regulations or agreed by the relevant parties.

## 二、估值服务费、支付时间及支付方式

### Valuation service fee, payment time and method

1. 根据本估值服务项目的工作量，经协商收取含税估值服务费如下：

Based on the workload of this valuation service project, a tax-inclusive valuation service fee was negotiated as follows:

- 1) 增值税率为 6%，如政策调整，则应相应调整。

The VAT rate is 6% and should be adjusted accordingly if the policy is changed.

- 2) 含税估值服务费为人民币壹拾捌万元整（¥180,000.00 元）。

The valuation service fee including tax is one hundred and eighty thousand yuan (¥180,000.00).

- 3) 付款进度为分两期支付：

乙方开始工作日起 5 个工作日内，甲方应支付款总金额的 50%，即人民币玖万元整（¥90,000.00 元）；

乙方提交估值服务报告初稿日起 5 个工作日内，甲方应付款剩余的 50%，即人民币玖万元整（¥90,000.00 元）。

乙方提交估值服务报告初稿日为乙方本项目经理发出的电子邮件时间。

The payment schedule is to be paid in two installments:

Party A shall pay 50% of the total amount, namely RMB ninety thousand Yuan only (RMB 90,000.00), within 5 working days from the beginning of Party B's working days;

Party A shall pay the remaining 50%, namely RMB ninety thousand only (RMB 90,000.00), within 5 working days after Party B submits the draft valuation service report;





The date of submission of the first draft of the valuation service report by Party B is the time of the email sent by this Project Manager of Party B.

4) 甲方应按约定时间将相应的估值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

Party A shall deposit the corresponding valuation service fee into the account designated by Party B as follows:

Unit:	Beijing Zhongtianhe Assets Appraisal Co. LTD
duty paragraph:	91110102720918709G
Account Address:	Room 904, Gate 3, Building 2, No.9 Chegongzhuang Street, Xicheng District, Beijing
Phone:	010-88395676
Bank of deposit:	Bank of Communications Beijing Fuwai Sub-branch
Account number:	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。

The above service fee shall include the transportation, accommodation, catering, communication and office expenses necessarily of Party B's personnel.

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。

The remuneration paid shall not be recovered and the unpaid remuneration shall be paid, if Party A fails to provide necessary materials and data on time, which affects the progress and quality of the work, and accepts the work result after the deadline or does not accept.

4. 乙方未按期提出估值服务报告或提出的估值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。



Party B shall be liable for breach of contract, such as reducing or waiving service fee, if it fails to submit the valuation service report as scheduled or the valuation service report submitted is not in conformity with the agreement.

5. 甲方按照乙方符合约定要求提供的估值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。

Any loss caused by Party A's decision in accordance with the valuation service report provided by Party B in accordance with the agreed requirements shall be borne by Party A, unless otherwise agreed by the parties.

### 三、权利和义务

#### Rights and obligations

##### 1. 甲方的权利和义务

###### Party A's rights and obligations

- 1) 甲方应按估值服务要求提供资料并保证资料的真实性、完整性、合法性。

Party A shall provide the data as required by the valuation service and guarantee the authenticity, integrity and legality of the data

- 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，保证估值服务工作顺利进行。

To ensure valuation service work go on smoothly, Party A shall provide Party B with necessary working conditions and assistance, and coordinate with relevant enterprises to designate corresponding professional technicians and other relevant personnel to actively cooperate.

- 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。

All materials and information provided by Party B shall not be disclosed to anyone other than Party A without Party B's permission, except as otherwise provided by law.

##### 2. 乙方的权利和义务

###### Party A's rights and obligations

- 1) 乙方应当遵守双方的约定如期完成估值服务工作并出具估值服务报告。

Party B shall comply with the agreement of both parties to complete the valuation service and issue the valuation service report as scheduled.

- 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估值服务结果严守秘密。

Party B shall Observe the occupational ethics, keep confidential the trade secrets learned in the course of work, and keep confidential the internal information provided by Party A and valuation service results.

- 3) 甲方如拒绝提供或者不如实提供执行估值服务业务所需的权属证明、财务会计信息和其他资料的，乙方有权拒绝履行估值服务委托合同。

Party B shall have the right to refuse to perform the valuation service commission contract, if Party A refuses to provide or does not provide truthfully the ownership certificate, financial and accounting information or other materials necessary for the execution of the valuation service business.

#### 四、合同文本

本合同用中文和英文写成，一式贰份，甲、乙双方各执壹份。

This contract, in duplicate, is written in Chinese and English, with each party holding one copy.

#### 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。

This Contract shall come into force as of the date when the legal representatives or their authorized representatives of both parties sign and affix their official seals

#### 六、合同变更

##### **Contract Changes**

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估值服务委托合同。

Changes shall be made to the relevant provisions of this contract after consultation and a supplementary agreement shall be signed or a new valuation service commission contract shall be signed, if the parties find that the relevant matters need to be added or adjusted after the



signing of this contract.

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估值服务报告的，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。

If unforeseeable circumstances may affect the scheduled completion of the agreed business or the valuation service report needs to be issued in advance, the parties may request to change the agreed matters or terminate the agreement, provided that the parties shall notify the other party in time and settle the matter through negotiation.

3. 订立估值服务合同时未明确的内容，估值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。

The parties may request to change the agreed matters or terminate the agreement, if unforeseeable circumstances may affect the scheduled completion of the agreed business or the valuation service report needs to be issued in advance, provided that the parties shall notify the other party in time and settle the matter through negotiation,

## 七、违约责任和争议解决

### Liability for breach of contract and dispute resolution

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。



It shall be exempted from liability in part or in whole based on the impact of the force majeure, if parties is unable to perform this Contract due to force majeure, except as otherwise provided by law.

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，应向乙方所在地仲裁委员会提出申请，并按现行有效规定进行仲裁。



The conclusion, validity, performance and interpretation of this Contract shall be governed by the laws of the People's Republic of China. Any dispute arising from the performance of this Contract shall be settled by the parties through negotiation. An application shall be submitted to the Arbitration Commission where Party B is located and arbitration shall be conducted in accordance with the current effective provisions, if no agreement can be reached through negotiation.



八、当事方签章

<p>甲方: <u>Canyon Bridge Fund I,LP</u></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: <u>北京中天和资产评估有限公司</u></p> <p>(盖章)</p> <p>法定代表人(或委托代理人):</p> <p> (签名)</p>
<p>____年__月__日</p>	<p>____年__月__日</p>

Signature of the parties

<p>Party A: <u>Canyon Bridge Fund I,LP</u></p> <p>(Seal)</p> <p>Legal representative (or entrusted agent):</p> <p> (Signature)</p>	<p>Party B: <u>北京中天和资产评估有限公司</u></p> <p>(Seal)</p> <p>Legal representative (or entrusted agent):</p> <p> (Signature)</p>
<p>_____ (Date)</p>	<p>_____ (Date)</p>

四

回单编号: 413275050639	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: 694194285101		
付款人名称: CANYON BRIDGE FUND I, LP 2/ROOM桑27 /F CHINA WORLD OFFICE 2/1 NO 1 JIAN GUOMENWAI AVENUE BEIJI 3/		
开户行名称: KWHKHKHXXX		
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: 180,000.00	金额大写: 人民币 壹拾捌万圆整	
摘要: IRC0110202417995		
附加信息: /RFB/202405100896602 PmtTpInf/LclInstrm/Prtry:CRED 申报号码: 110102000501240511N007 汇款人地址: CANYON BRIDGE FUND I, LP 2/ROOM桑27 /F CHINA WORLD OFFICE 2/1 NO 1 JIAN GUOMENWAI AVENUE BEIJI 3/CN/CN		
打印次数: 3 次 记账日期: 20240511	会计流水号: EEA0001038839387	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: 1123000420250612000000045172	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: Canyon Bridge Fund I,LP

Company No.:

VAT No.:

Address:

Invoice Date:23/4/2024

Code:

Phone:

Ref No. :

Email:

Page No.:

Qty	Description	Unit Price	Total Amount
1	Provide valuation service for IMG Project	180,000.00	180,000.00

Currency: CNY

Payment terms:

BANKING DETAILS:

Banker: Bank of Communications Beijing branch Fuwai Sub-branch

Name:

Branch:

Account

Number:

Sub Total

169,811.32

110060239018170053965

VAT(6%)

10,188.68

Code:

TOTAL

180,000.00

Swift code: COMMCNSHEJG

For and on behalf of

Authorized Signature: