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## 资产评估委托合同

# Asset Appraisal Commission Contract

项目名称: EKOL, spol. s. r. o 拟资产处置事宜涉及的  
部分设备及土地使用权价值评估项目

Project Name: EKOL, spol. s. r. o Proposed Asset Disposal Matters  
Involving Partial Equipment and Land Use Right Value Appraisal  
Project

委托人: EKOL, spol. s. r. o (以下简称甲方)

Principal: EKOL, spol. s. r. o (hereinafter referred to as Party  
A)

地址 Address : Křenová 65, 602 00 Brno, Czech Republic

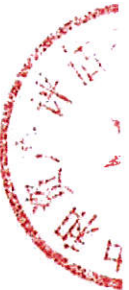
网址 Website: [www.ekolbrno.cz](http://www.ekolbrno.cz)

联系人 Contact Person: Michal Kincl

电话 Tel: +420 543531655

传真 Fax:

E-mail: [kincl@ekolbrno.cz](mailto:kincl@ekolbrno.cz)



A small, handwritten mark or signature is located in the bottom right corner of the page.

受托人：中和资产评估有限公司（以下简称乙方）

Trustee: Zhonghe Appraisal Co., Ltd (hereinafter referred to as Party B)

地址 Address: 北京市东城区朝阳门北大街8号富华大厦A座13层, 100027

网址 Website: [www.zhcpv.com](http://www.zhcpv.com)

联系人 Contact Person: 黄帅

电话 Tel: 18394426393

传真 Fax: 010-65547182

E-mail: [huangshuai@zhcpv.com](mailto:huangshuai@zhcpv.com)

## **第一条 总则**

### **I. General Provision**

甲、乙双方根据《中华人民共和国资产评估法》、《中华人民共和国民法典》等法律、行政法规规定，为使资产评估工作顺利进行，明确各方的权利义务，特订立本委托合同。

Party A and Party B enter into this Commission Contract 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 other laws and administrative regulations, in order to facilitate the smooth conduct of the assets appraisal work and to clarify the rights and obligations of each party.

## **第二条 评估目的**

### **II. Appraisal Purpose**

甲方拟进行资产处置，特委托乙方对所涉及的部分设备及土地使用权在评估基准日的价值进行评估，为甲方提供价值参考依据。

Party A intends to conduct asset disposal and hereby entrusts Party B to appraise the value of some equipment and land use rights involved on the appraisal base date, to provide value reference for Party A.

## **第三条 评估对象及评估范围**

### **III. Appraisal Objects and Scope**

依据评估目的，此次委托的评估对象为甲方申报拟处置的设备及土地使用权价值。评估范围为甲方申报拟处置的设备一批及土地使用权一宗。具体以甲方提供给乙方的评估基准日的资产评估申报明细表为准。

According to the purpose of appraisal, the appraisal object entrusted this time is the value of the equipment and land use right declared by Party A to be disposed of. The scope of appraisal shall be a batch of equipment and a land use right declared by Party A for disposal. The detailed asset appraisal

declaration form provided by Party A to Party B on the appraisal base date shall prevail.

#### **第四条 评估基准日**

##### **IV. Appraisal Base Date**

此次评估基准日为2023年3月31日。

The base date for this appraisal is March 31, 2023.

#### **第五条 资产评估报告的使用范围**

##### **V. Scope of Use of Asset Appraisal Report**

(一) 资产评估报告的使用人，包括：

1. 甲方；
2. 本委托合同约定的委托人之外的资产评估报告使用人：无。
3. 法律、行政法规规定的资产评估报告使用人。

除上述主体外，其他任何机构和个人不能成为资产评估报告的使用人。

(二) 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。

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。

(三) 甲方或者其他资产评估报告使用人应当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。

(四) 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。

(五) 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、行政法规规定以及本委托合同相关当事人另有约定的除外。

(a) Users of asset appraisal report, including:

1. Party A;

2. Users of the asset appraisal report other than the principal as agreed in this Commission Contract: None.

3. Users of asset appraisal report as stipulated by laws and administrative regulations.

Other than the above subjects, any other organization or individual cannot be the user of the asset appraisal report.

(b) Party A 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 purpose of use and the use of the asset appraisal report as stated in the asset appraisal report.

Party B and its asset appraisal professionals shall not be responsible for any violation of the foregoing agreement by Party A or other users of asset appraisal report in using the asset appraisal report.

(c) Party A or other users of the asset appraisal report shall use the asset appraisal report within the validity period for the use of the appraisal conclusions set forth in the asset appraisal report.

(d) Party B and its asset appraisal professionals shall not provide or disclose the contents of the asset appraisal report to a third party without the written permission of Party A, except as otherwise provided by laws and administrative regulations.

(e) Without Party B's consent, the contents of the asset appraisal report shall not be extracted, quoted or disclosed in the public media, except as provided by laws and administrative regulations and otherwise agreed by the relevant parties to this Commission Contract.

## 第六条 资产评估报告的出具

### VI. Issuance of Asset Appraisal Report

(一) 在甲方完成本委托合同第八条中约定的相关准备工作后乙方即开始资产评估现场工作。乙方应当在现场工作结束后并收到评估相关资料10个工作日之内出具资产评估报告（征求意见稿）。

(二) 甲方应当在接到乙方提交的资产评估报告（征求意见稿）后的10个工作日内提出意见，如逾期未提出，乙方可视为甲方无不同意见并出具正式报告。

(三) 如无特殊情况，乙方应在收到甲方意见及正式审计报告后一周内完成对资产评估报告（征求意见稿）的必要修改并出具正式资产评估报告。

(四) 资产评估报告包括资产评估报告书及所附的资产评估明细表，采用中文文本，一式肆份。

(五) 本委托合同为中英文两种文本，每种文本具有相同的法律效力；如两种文本产生冲突，则以中文文本为作准文本。

(六) 资产评估报告以邮寄或送达方式提交给甲方。

(a) Party B shall start the on-site work of asset appraisal after Party A completes the relevant preparatory work agreed in Article VIII of this Commission Contract. Party B shall issue the asset appraisal report (draft for comment) within 10 working days after the completion of the on-site work and receipt of the relevant appraisal materials.

(b) Party A shall provide comments within 10 working days after receiving the asset appraisal report (draft for comments) submitted by Party B. If no comments are provided after the deadline, Party B may consider that Party A has no different opinions and issue a formal report.

(c) If there are no special circumstances, Party B shall complete the necessary revisions to the asset appraisal report (exposure draft) and issue

the formal asset appraisal report within one week after receiving Party A's comments and the formal audit report.

(d) The asset appraisal report consists of an asset appraisal report and an accompanying schedule of asset appraisal, in Chinese, in four copies.

(e) This entrustment contract is in both Chinese and English, each having the same legal effect; if in conflict, the Chinese version shall prevail.

(f) The asset appraisal report is submitted to us by mail or delivery.

### **第七条 评估收费及其支付要求**

#### **VII. Appraisal Price and Payment Requirements**

(一) 经双方商定，本次设备类资产及土地使用权资产单独出具《资产评估报告书》，甲方应当向乙方支付资产评估专业服务费：

含税价人民币2.2万元（大写人民币贰万贰仟元整），其中：

设备类资产评估收费为含税价1.00万元人民币（大写人民币壹万元整）；

土地使用权评估收费为含税价1.20万元人民币（大写人民币壹万贰仟元整）。

(二) 资产评估专业服务费的付款方式及支付进度：

付款方式：甲方采用欧元支付上述评估费用，汇率以开票日的实时汇率为准，收款路径如下：

Receiver's Bank:

China CITIC Bank H.O. General Banking, Beijing, China

SWIFT Code: CIBKCNBJ100

支付进度：乙方出具正式版设备类《资产评估报告书》并开具商业发票30日内，支付评估费人民币壹万元整；乙方出具正式版土地使用权《资产评估报告书》并开具商业发票30日内，支付1.20万元人民币（大写人民币壹万贰仟元整）。

(a) As agreed by both parties, the Asset Appraisal Report shall be issued separately for the equipment assets and land use right assets, and Party A shall pay Party B the professional service fee for asset appraisal:

The price including tax is RMB 22,000 yuan (twenty-two thousand yuan), of which:

The fee for the appraisal of equipment-type assets is RMB 10,000 yuan (ten thousand yuan) including tax;

The fee for the appraisal of the land use right is RMB 12,000 yuan (twelve thousand yuan) including tax.

(b) Payment methods and payment schedule for professional service fees for asset appraisal:

Payment method: Party A pays the above appraisal fee in euro, the exchange rate is based on the real-time exchange rate on the invoicing date, and the collection path is as follows:

Receiver' s Bank:

China CITIC Bank H. O. General Banking, Beijing, China

SWIFT Code: CIBKCNBJ100

Payment progress: Party B shall pay the appraisal fee of RMB 10,000 yuan within 30 days after Party B has issued the formal version of the Asset Appraisal Report for equipment category and issued a commercial invoice; Party B shall pay RMB 12,000 yuan within 30 days after Party B has issued the formal version of the Asset Appraisal Report for land use right and issued a commercial invoice.

## **第八条 甲方的权利与义务**

### **VIII. Rights and Obligations of Party A**

(一) 甲方有按本委托合同约定得到乙方依照资产评估行业标准提交的资产评估报告书的权利。

(二) 甲方应当协调被评估单位为乙方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，并根据资产评估业务需要，负责乙方及其资产评估专业人员与资产评估其他相关当事人之间的协调。

(三) 甲方及本委托合同第五条约定的其他资产评估报告使用人应当恰当使用资产评估报告。

(四) 甲方和其他相关当事人应当依法提供资产评估业务需要的资料，保证资料的真实性、完整性、合法性，并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。

(五) 甲方应按照本委托合同第七条的规定及时足额支付评估费用。

(六) 甲方不得在乙方提供服务期间及服务结束后6个月内聘用乙方员工，一经发现，乙方有权视情节对甲方提起诉讼。

(a) Party A has the right to obtain the asset appraisal report submitted by Party B in accordance with the standards of the asset appraisal industry as agreed in this Commission Contract.

(b) Party A shall coordinate the appraised entity to provide Party B and its asset appraisal professionals with the necessary working conditions and assistance in carrying out the asset appraisal business, and shall be responsible for the coordination between Party B and its asset appraisal professionals and other relevant parties to the asset appraisal in accordance with the needs of the asset appraisal business.

(c) Party A and other users of the asset appraisal report as agreed in Article V of this Commission Contract shall appropriately utilize the asset appraisal report.

(d) Party A and other relevant parties shall, in accordance with the law, provide the information required for the asset appraisal business, ensure the authenticity, completeness and legality of the information, and confirm the authenticity, completeness and legality of the asset appraisal schedules and other important information provided by them by means of signatures, seals or other means permitted by law.

Party B has the right to refuse to perform the asset appraisal Commission Contract if Party A and other relevant parties refuse to provide or fail to provide truthfully the ownership certificates, financial and accounting information or other relevant information required to carry out the asset appraisal business.

(e) Party A shall pay the appraisal fee in full and on time in accordance with the provisions of Article VII of this Commission Contract.

(f) Party A shall not employ Party B's employees during the period of services provided by Party B and within 6 months after the completion of the services, upon discovery, Party B has the right to file a lawsuit against Party A depending on the circumstances.

### **第九条 乙方的权利与义务**

#### **IX. Rights and Obligations of Party B**

(一) 乙方及其资产评估专业人员应当遵守相关法律、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并出具资产评估报告。

(二) 乙方应在甲方的配合下，依据所提供的评估资料进行评估，并按约定的时间

安排出具符合本委托合同要求的资产评估报告书。

(三) 乙方对甲方及其他相关当事人提供的文件资料应妥善保管并尽保密之责，非经资料提供者同意，不得擅自公开或泄漏给他人。

(四) 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。委托合同解除时，由甲方按照乙方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。

(五) 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。委托合同解除时，由甲方按照乙方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。

(a) Party B and its asset appraisal professionals shall comply with relevant laws, administrative regulations and asset appraisal standards, analyze the value of the subject of appraisal for the specific purpose as at the appraisal reference date and issue an asset appraisal report.

(b) Party B shall, with the cooperation of Party A, conduct the appraisal based on the appraisal information provided and issue an asset appraisal report in compliance with the requirements of this Commission Contract in accordance with the agreed time schedule.

(c) Party B shall keep the documents and information provided by Party A and other related parties in a safe place and keep them confidential, and shall not disclose or divulge them to others without the consent of the person who provided the information.

(d) Party B has the right to terminate the asset appraisal Commission Contract unilaterally if Party A requests for the issuance of a false asset appraisal report or other illegal interference with the appraisal conclusion. Upon termination of the Commission Contract, Party A shall pay the corresponding appraisal service fee according to the time and progress of the asset appraisal

business carried out by Party B or the amount of work accomplished.

(e) If Party B is unable to perform the asset appraisal Commission Contract due to the restriction of the asset appraisal procedures by Party A or other relevant parties, Party B may unilaterally terminate the asset appraisal Commission Contract. Upon termination of the Commission Contract, Party A shall pay the corresponding appraisal service fee according to the time and progress of the asset appraisal business carried out by Party B or the amount of work completed.

## **第十条 违约责任**

### **X. Liability for Breach of Contract**

(一) 甲方如未按本委托合同第八条规定做好资产评估的协调工作, 延误了乙方开展资产评估业务的时间, 乙方可按被耽误的时间顺延资产评估报告书的交付时间。

(二) 甲方提前终止资产评估业务、解除资产评估委托合同的, 甲方应当按照乙方已经开展资产评估业务的情况支付相应的评估服务费。

(三) 乙方如无特殊原因和适当理由, 不得迟于本委托合同规定的时间交付资产评估报告书, 如果违反, 按延迟天数每天支付合同额千分之一的违约金, 在质保金中扣除。

(四) 因乙方违约而终止本委托合同, 乙方应当退还全部预付款, 并赔偿给甲方造成的损失, 以合同额的20%为限。

(五) 本委托合同当事人因不可抗力无法履行本委托合同的, 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。

(a) If Party A fails to properly coordinate the asset appraisal in accordance with the provisions of Article VIII of this Commission Contract and delays the time for Party B to carry out the asset appraisal business, Party B may defer the delivery of the asset appraisal report according to the delayed time.

(b) In the event that Party A terminates the asset appraisal business or

terminates the asset appraisal Commission Contract in advance, Party A shall pay the corresponding appraisal service fee in accordance with the asset appraisal business that Party B has already conducted.

(c) Party B shall not deliver the asset appraisal report later than the time stipulated in this Commission Contract without special and proper reasons, and in case of violation, it shall pay a liquidated damages of one-thousandth of the contract amount per day according to the number of days of delay, which shall be deducted from the warranty deposit.

(d) If this Commission Contract is terminated due to Party B's breach of contract, Party B shall return all the advance payment and compensate for the loss caused to Party A up to 20% of the contract amount.

(e) If the parties to this Commission Contract are unable to fulfill this Commission Contract due to force majeure, they shall be relieved of liability in part or in whole, depending on the effect of force majeure, unless otherwise provided by law.

## **第十一条 其他事项**

### **XI. Other Matters**

(一) 本委托合同自甲乙双方签字并盖章后即生效，其中任何一方未经对方同意不得随意更改。

(二) 凡与本委托合同有关的所有争议，订立双方应友好协商解决。60日内协商不成的，双方同意交由西安市中级人民法院诉讼解决。

(三) 本委托合同生效后，甲、乙双方均应按照合同的约定行使权利、履行义务。

(四) 本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，甲乙双方可以通过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本委托合同的相关条款进行变更。

(五) 本委托合同一式陆份，甲乙双方各执叁份，每份具有同等法律效力。

(六) 本委托合同受中华人民共和国法律管辖。

(七) 本委托合同于 年 月 日订立于西安市。

(八) 受托单位简况：

营业执照：北京市东城区市场监督管理局颁发

统一社会信用代码：91110101100017977P；

资产评估机构备案机关：北京市财政局

备案公告编号：2017-0085号

中华人民共和国财政部《资产评估机构从事证券服务业务备案名单》（备案公告日期2020年11月9日）

中国证券监督管理委员会《从事证券服务业务资产评估机构备案名单及基本信息（截止2020年10月10日）》

(九) 受托单位开户行及银行账号

户 名：中和资产评估有限公司 (Zhonghe Appraisal Co., Ltd)

开户行：中信银行北京分行营业部 (China CITIC Bank H.O.General Banking, Beijing, China)

账 号：7110310182600055621

(a) This Commission Contract shall come into force upon being signed and sealed by both parties, and neither party shall alter it without the consent of the other party.

(b) All disputes related to this Commission Contract shall be resolved through friendly negotiation between the two parties, and if the negotiation fails within 60 days, the two parties agree to refer to the Intermediate People's Court of Xi'an City for litigation.

(c) After the entry into force of this Commission Contract, both A and B shall exercise their rights and fulfill their obligations in accordance with the agreement of the contract.

(d) In the event that the relevant matters are found to be omitted or unclear after the conclusion of this Commission Contract, or in the event that the content of the agreement changes during the fulfillment of the contract, both parties may change the relevant terms of this Commission Contract by entering into a supplemental contract or re-entering into a new Commission Contract for asset appraisal, or in any other manner permitted by the law.

(e) This Commission Contract is made in six copies, with each party holding three copies and each copy having the same legal effect.

(f) This Commission Contract is governed by the laws of the People's Republic of China.

(g) This Commission Contract is concluded in Xi'an City on (Y), (M), (D).

(h) Overview of the entrusted company:

Business License: Issued by the Market Supervision Administration of Dongcheng District, Beijing

Unified Social Credit Code: 91110101100017977P

Record Organization of Asset Appraisal Organization: Beijing Municipal Finance Bureau

No. : 2017-0085

Ministry of Finance of the People's Republic of China "Record List of Asset Appraisal Institutions Engaged in Securities Service Business" (Record announcement date November 9, 2020)

China Securities Regulatory Commission "Record List and Basic Information

of Asset Appraisal Institutions Engaged in Securities Service Business (as of October 10, 2020)”

(i) Bank of account and account number of the entrusted company:

Account Name: Zhonghe Appraisal Co.,Ltd

Bank of Account: China CITIC Bank H. O. General Banking, Beijing, China

Account Number: 7110310182600055621

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委托方 (甲方) EKOL, spol. s r. o. (Party A):

EKOL, spol.



受托方 (乙方) Trustee (Party B):

中和资产评估有限公司

Zhonghe Appraisal Co., Ltd



法定代表人 (或被授权人) 签字:

Signature of legal representative  
(or authorized person):

2023 年 10 月 5 日

(Y M D)

法定代表人 (或被授权人) 签字:

Signature of legal representative  
(or authorized person):

2023 年 11 月 5 日

(Y M D)

# 资产评估委托合同 补充协议



甲方: EKOL, spol. s. r. o

乙方: 中和资产评估有限公司

甲 方: EKOL, spol. s. r. o

被授权人: 王慧

地 址: Address : Křenová 65, 602 00 Brno, Czech Republic

乙 方: 中和资产评估有限公司

被授权人: 王益龙

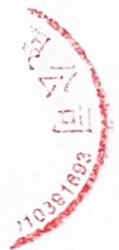
地 址: 北京市东城区朝阳门北大街8号富华大厦A座13层

本评估合同补充协议为甲乙双方在2023年11月5日签订的《EKOL, spol. s. r. o 拟资产处置事宜涉及的部分设备及土地使用权价值评估项目》的基础上,经友好协商后,将土地使用权价值评估项目基准日更改为2024年03月31日。

除以上内容更改外,原合同条款均不做变更。

本评估合同补充协议自甲乙双方盖章后即生效,合同文书壹式肆份,甲、乙双方各执贰份,每份具有同等法律效力。

This supplementary agreement to the assessment contract is made by both Parties on November 5<sup>th</sup> 2023, for the "Asset Disposal Related Part of Equipment and Land Use Right Valuation Project" of EKOL, spol. s. r. o upon amicable consultation. The valuation project's reference date is changed from November



5<sup>th</sup>2023 to March 31<sup>th</sup> 2024.

Except for the above content change, all the original contract terms remain unchanged.

This supplementary agreement to the assessment contract shall come into effect upon signing by both Parties, and there shall be four copies of the contract document, with each Party holding two copies, each having the same legal effect.

委托方 (甲方) Principal (Party A):



法定代表人 (或被授权人) 签字:

Signature of legal representative (or authorized person):

受托方 (乙方) Trustee (Party B):

中和资产评估有限公司



法定代表人 (或被授权人) 签字:

Signature of legal representative (or authorized person):

年 月 日

(Y M D)

年 月 日

(Y M D)