

法律、会计及税务服务 框架协议

根据《斯洛伐克商业法》第 513/1993 号法第 269 条第 2 款、《2003 年第 586 号法令》以及《2004 年第 655 号律师费用及报酬条例》签订

(以下简称“本协议”)

签约方:

1. 北京光华荣昌汽车部件有限公司
注册地址: 中国北京市昌平区流村镇工业园区 600 号院
公司注册号 (IČO):
注册信息:
法定代表人: 赵月强 总经理

(以下简称“客户”)

与:

2. Hriadel-Heger Partners s.r.o.
注册地址: Železničarska 18, 811 04 Bratislava
公司注册号 (IČO): 51 643 359
税号 (DIČ): 2120725563
增值税号 (IČ DPH): SK2120725563
注册信息: 布拉迪斯拉发第三市法院商业注册局,
部门: Sro (有限责任公司), 第 127248/B 项
法定代表人: JUDr. Roman Hriadel, 总经理
邮箱: office@hriadelheger.eu

(以下简称“律师”)

3. Eceporas.r.o.
注册地址: ŠtefanaVišňovského 2354/6, 960 01 Zvolen
公司注册号 (IČO): 36 636 258
税号 (DIČ): 2021976407
增值税号 (IČ DPH): SK2021976407

Framework Agreement on the provision of legal services

concluded in accordance with the provisions § 269 par. 2 of Act no. 513/1993 Coll. Commercial Code and according to Act no. 586/2003 Coll. on advocacy and according to Decree No 655/2004 on lawyers' fees and compensation for the provision of legal services

(hereinafter only the "Agreement")

between:

1. BEIJING GOLDRARE Automobile parts Co.,LTD.
Seat: Yard 600, Industrial Park of Liucun Town, Changping District, Beijing, China
ID no.:
Reg.:
Repr.: Yueqiang Zhao ,G.M.

(hereinafter only the "Client")

and

2. Hriadel-Heger & Partners s.r.o.
Registered seat: Železničarska 18, 811 04 Bratislava
Identification number: 51643359
Tax identification number: 2120725563
VAT-Identification number: SK2120725563
Register: Business Register of the City Court Bratislava III., Section: Sro, Insert No: 127248/B
Represented by: JUDr. Roman Hriadel, G.M.
E-Mail: hriadel@hriadelheger.eu,
office@hriadelheger.eu
(hereinafter only the "Lawyer")

3. Eceporas.r.o.
Registered seat: ŠtefanaVišňovského 2354/6, 960 01 Zvolen
Identification number: 36 636 258
Tax identification number: 2021976407
VAT-Identification number: SK2021976407
Register: Business Register of the City Court BanskáBystrica., Section: Sro, Insert No: 10258/S

注册信息: 班斯卡-比斯特里察地方法院商业注册局, 编号: 有限责任公司, 第 10258/S 项
法定代表人: Ing. Jana Viglaská, 总经理
邮箱: ecopora@ecopora.sk

BETRIA s.r.o.

注册地址: ŠtefanaVišňovského 2354/6, 960 01 Zvolen

公司注册号 (IČO) : 44 155 336

税号 (DIČ) : 2022608698

增值税号 (IČ DPH) : SK2022608698

注册信息: 班斯卡-比斯特里察地方法院商业注册局, 部门: Sro (有限责任公司), 第 14765/S 项
法定代表人: Ing. Jaroslav Viglaský, 总经理
邮箱: viglasky@betria.sk

(*Ecopora* 与 *BETRIA* 以下统称为“顾问”)

**第一条
合同标的**

1. 律师承诺根据本协议的规定, 依客户的订单向客户提供法律咨询/服务。本协议的服务范围同时包括顾问提供的会计与税务咨询服务 (以下法律、会计与税务服务统称为“服务”)。
2. 客户承诺按本协议向律师和顾问支付相应的服务费用。

**第二条
双方权利与义务**

1. 律师与顾问须对其在提供服务过程中知悉的资料及事实保密。同时, 作为中介方, 律师与顾问亦有义务对处理的个人数据保密。
2. 律师与顾问承诺依法并依客户利益提供服务。

Represented by: Ing. Jana Viglaská, G.M.
E-Mail: ecopora@ecopora.sk

BETRIA s.r.o.

Registered seat: ŠtefanaVišňovského 2354/6, 960 01 Zvolen

Identification number: 44 155 336

Tax identification number: 2022608698

VAT-Identification number: SK2022608698

Register: Business Register of the City Court BanskáBystrica, Section: Sro, Insert No: 14765/S

Represented by: Ing. Jaroslav Viglaský, G.M.

E-Mail: viglasky@betria.sk

(*hereinafter referred Ecopora and BETRIA together to as the "Consultant"*)

Article I.

Subject of the contract

1. The Lawyer undertakes, in accordance with the provisions of this Agreement, to provide the Client with legal advice/services based on the Client's order. This contract also covers the provision of accounting and tax consulting services by the Consultant (legal, accounting, and tax services collectively referred to as the "**Services**")
2. The Client undertakes to pay the Lawyer a fee for the provision of legal services in accordance with this Agreement.

Article II.

Rights and obligations of the parties

1. The Lawyer is obliged to maintain confidentiality regarding data and facts that he learns about in connection with the provision of legal services. Furthermore, as an intermediary, the Lawyer is obliged to maintain confidentiality about the personal data he processes.
2. The Lawyer undertakes to provide legal services in accordance with Act no. 586/2003 Coll. on advocacy as well as in accordance with other regulations and interests of the Client.
3. The relationship between the Client and the Lawyer is based on mutual trust. When providing legal services, the Lawyer shall act

3. 客户与律师及顾问之间的关系基于互信原则。律师与顾问在提供服务时应本着诚信、谨慎、专业、节约的态度，秉持客户利益行事。
4. 律师将亲自或通过其指定的法定代表人、合作律师、实习律师等提供法律服务，律师亦可在个案中使用外部律师，客户对此表示同意。顾问将亲自或通过其法定代表人或员工提供会计与税务服务。
5. 客户承诺按约支付律师与顾问的报酬及为提供服务而合理支出的费用。
6. 客户承诺向律师与顾问提供必要配合，及时、真实、完整地提供相关信息。如违反此义务，律师与顾问可解除本协议，且不影响律师根据《商业法》和《586/2003 号法》解除协议的权利。
7. 客户同意电子方式接收发票，并须提供正确邮箱。如更换邮箱，须立即通知律师与顾问。

in good faith, with due professional care, honestly, conscientiously, economically and in accordance with the interests of the Client, of which the Lawyer knows or must know.

4. The Lawyer will provide legal services for the Client personally, in the case of a business company, through lawyers who are its statutory representatives, through its own lawyers and legal assistants, with whom the Lawyer cooperates based on a contractual relationship. In individual cases, the Lawyer is entitled to use external lawyers to fulfill the obligations under this Agreement, only on the condition that the Client has expressed his consent to the use and service cost of an external lawyer. The Adviser will provide accounting and tax services to the Client personally, in the case of a trading company, by people authorised by them who are their statutory representatives and/or by the Adviser's employees.
5. The Client undertakes to pay the lawyer the agreed and duly documented fee and reimbursement of expenses incurred purposefully and demonstrably in connection with the provision of legal services.
6. The Client undertakes to provide the Lawyer with all necessary cooperation, in particular to properly, truthfully, timely and fully inform the Lawyer about all circumstances and facts that may affect the provision of legal services in accordance with this Agreement. In case of violation of this obligation, the Lawyer may withdraw from this Agreement. Provisions of the Commercial Code and Act No. 586/2003 Coll., regulating the reasons for withdrawal from the Agreement on the provision of legal services by the Lawyer, are not affected by this.
7. The Client agrees to the electronic sending of invoices and has provided the correct email address for this purpose. In the event of a change of email address, the Client shall promptly notify the Attorney of the change with the new email address.

Article III.

Scope of legal services and Lawyer's Fee

1. The Lawyer will provide the Client with legal services based on the Client's requirements

第三条 法律服务范围与服务报酬

1. 律师将根据客户要求提供争议与非争议事项相关法律服务，涵盖但不限于：商业法、劳动法、税法、不动产法、民法、合同法、居留法等。
2. 双方约定律师法律服务报酬按《斯洛伐克司法部第 655/2004 号令》计算。若无特别约定，则按照附件《价格表》价格计算。如服务项目不在附件的名目中，则律师按每小时 **100 欧元+增值税** 计费，最小单位按 15 分钟计。
3. 上述费用包含律师在布拉迪斯拉发及其分办公室（日利纳、兹沃伦）的差旅费用。若服务需在其他地区提供，客户应按法律规定支付差旅费用。行政费用（如邮寄、跨国通信等）另按发票金额的 2.5% 收取。实际支出则由客户承担，如需由律师代为支付，需提供明细或凭证，法院费用由客户按法院指示直接缴纳。
4. 除上述报酬外，律师有权就代理、误工损失及法院或其他程序中客户可得费用（“讼费”）收取报酬，并可报销如翻译、复印等合理支出。
5. 律师将就其服务向客户开具发票，付款期限为 14 天。发票附带具体服务明细（“明细单”）作为依据。

both within the litigation and non-contentious agenda, especially, but not limited to, the following areas of law: commercial law, labour law, tax law, real estate, civil law, contract law, residence law and others.

2. The Parties agree that the Attorney is entitled to payment of remuneration for the provision of legal services in accordance with the Decree of the Ministry of Justice of the Slovak Republic No. 655/2004 Coll. on the fees and compensation of advocates for the provision of legal services, unless the provisions of this Contract imply otherwise. The price will be calculated according to the attached document "Prices list". If the service item is not included in the attached agreement document, the Attorney shall be entitled to an hourly fee of EUR 100 plus VAT per hour of Legal Services invoiced in 15-minute intervals, according to the duration of the individual Legal Services/Acts.
3. The remuneration under Clause 1 of this Article of the Agreement includes reimbursement of travel expenses within the Lawyer's registered office in Bratislava and the Lawyer's branch offices in Žilina and Zvolen. The Client is obligated to reimburse the Attorney for travel expenses (hereinafter referred to as "**Travel Expenses**") in accordance with the applicable legal regulations if legal acts are performed outside the Lawyer's registered office and branch offices.
4. Unless otherwise agreed by the contracting parties, the Lawyer is also entitled to reimbursement from the Client for administrative costs (hereinafter referred to as "**Administrative Costs**") related to handling the Client's legal matters (such as postage, telecommunication fees, etc.) at a flat rate of 2.5% of the invoiced Remuneration. Out-of-pocket expenses (hereinafter referred to as "**Out-of-Pocket Expenses**") shall be borne by the Client unless otherwise agreed by the contracting parties. In such a case, the Client shall reimburse the Lawyer upon specification of such expenses, based on an invoice issued by the Attorney or upon presentation of other proof of expenditure. Court fees shall be paid

by the Client directly to the court's account upon the court's request.

5. In addition to the remuneration under this Article of the Agreement, the Lawyer is entitled to compensation for representation, reimbursement for loss of time, as well as costs awarded to the Client in judicial or other proceedings (hereinafter referred to as "**Costs**"). The Lawyer is also entitled to reimbursement of court and administrative fees, as well as expenses for translations, transcripts, and copies that were reasonably and demonstrably incurred in connection with the provision of the requested legal services.
6. The Lawyer shall issue and send an invoice to the Client for the provision of legal services, which shall be payable within 14 days from the date of issuance. Along with the issued invoice, the Lawyer shall also provide the Client with a specification of legal acts/services (hereinafter referred to as the "**Specification**"), which shall serve as the basis for the invoice.

Article IV.

Scope of Accounting and Tax Services and Advisor's Fee

1. By this Agreement, the Consultant undertakes to perform activities for the benefit of the Client within the scope of various types of taxes defined by the laws of the National Council of the Slovak Republic related to the Client's business activities, including:
 - A) Providing information on current tax and economic legislation,
 - B) Tax consulting, filing of income tax returns for individuals and legal entities, and filing of VAT returns,
 - C) Economic consulting,
 - D) Payroll accounting,
 - E) Additional consulting services as requested by the Client.
2. The Consultant's activities shall be performed on a monthly basis, respecting the Client's needs, within the scope specified in Clause 1 of this Article of the Agreement.
3. The Parties agree that the Consultant shall

第四条 会计与税务服务范围及顾问报酬

1. 顾问承诺按斯洛伐克国家议会相关税法，在下列范围内为客户提供服务：
 - A) 提供税务和经济法律信息；
 - B) 税务咨询、个人与法人所得税申报、增值税申报；
 - C) 经济咨询；
 - D) 薪资会计；
 - E) 客户要求的其他服务。
2. 顾问将按月提供服务，具体内容依本条第 1 款所列。
3. 顾问报酬参考第三条第 2 款和协议附件 1 中之《价格表》进行计费。
4. 超出协议范围的服务将另行签署协议，如该服务不在《价格表》中。

第五条 最终条款

1. 本协议自双方签署之日起生效。
2. 本协议有效期为不定期，自生效之日起执行。
3. 对本协议的任何修改与补充均须双方书面协商，并以编号附件形式完成。

be entitled to payment of a fee for the provision of accounting and tax services under this Agreement in accordance with Article III, Section 2, as part of the monthly flat fee and in accordance with the price list (hereinafter referred to as the "Price List"), which is attached as Exhibit 1 to this Agreement.

4. Work requested by the Client beyond the scope of this Agreement shall be subject to a separate agreement between the Consultant and the Client, if the remuneration for such services is not included in the Price List.

Article V. Final provisions

1. This Agreement becomes valid and effective on the latest date of its signing by the contracting parties.
2. This Agreement is concluded for an indefinite period starting from the date of its validity and effectiveness.
3. This Agreement can only be supplemented or changed based on the mutual agreement of both contracting parties, while any changes and additions to it must be made in writing in the form of numbered amendments.
4. If this Agreement does not stipulate otherwise, legal relations according to this Agreement are regulated by the provisions of Act no. 513/1991 Coll. Commercial Code and Act No. 586/2003 Coll. on advocacy.
5. All disputes arising out of or related to this contract (including disputes on non-contractual claims) shall be settled by arbitration in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association.
6. This Agreement was drawn up in three (3) counterparts, each of which has the validity of the original, one copy will be received by the Lawyer and one copy will be received by the Client. This Agreement is drawn up in English and Chinese, with the English version taking precedence.
7. The contracting parties declare that the

4. 未尽事宜适用《商业法》第 513/1991 号法与《律师法》第 586/2003 号法之规定。
5. 因本协议引起或与本协议相关的所有争议（含非合同义务）应提交斯洛伐克律师协会仲裁法院，依其仲裁规则解决。
6. 本协议一式三份，每份具有原件效力，由客户、律师和顾问各执一份。协议以英语与中文书就，以英语文本为准。
7. 双方声明签署本协议系其真实、自由、严肃意志表示，未在不利条件或压力下签署，亦未被限制签约自由，并以亲笔签名确认。

- contractual freedom of both contracting parties was not restricted in any way.
8. The contracting parties declare that they have familiarized themselves with the content of the Agreement, have understood the Agreement, that the text of the Agreement is a clear and comprehensible expression of their freely and seriously expressed will, and that they do not enter into the Agreement under conflict of interests, in distress or under noticeably disadvantageous conditions for any of the contracting parties, as a sign they express their consent with the content of the Agreement by handwritten signatures.

协议签字页
Signature page of the Agreement

V/in Bratislava, dňa/on 12.05.2025

于布拉迪斯拉发，2025 年 5 月 12 日城市, 日期.....

V/in, dňa/on.....


Hriadel-Heger & Partners s.r.o.
Železničarská 3191/18, 811 04 Bratislava
IČO: 51 643 359 IČ DPH: SK2120725563

Hriadel-Heger & Partners s.r.o.
JUDr. Roman Hriadel
法定代表人兼总经理

Goldrare Intelligent Control Technology Europe s. r. o.
Xuerong Zhang,
法定代表人

V/in Bratislava, dňa/on.....
于布拉迪斯拉发，日期.....

Ecopora s.r.o.

Ing. Jana Viglaská
法定代表人兼总经理

V/in Bratislava, dňa/on.....
于布拉迪斯拉发，日期.....

BETRIA s.r.o.

Ing. Jaroslav Viglaský
法定代表人兼总经理