



Chinaland Solar Energy Co., Ltd.

合肥中南光电有限公司

Address: Feidong New City Economic Development Zone, Hefei, 231900, Anhui Province, PR China

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Tel/Fax: +86 551 7758555
E-mail: chnland@chnland.com

Security Contract

Contract No 合同号: **SUN2108308**

Date 日期 : Aug 2nd, 2021

Place 地点 : Hefei, Anhui, P.R. China

<p>The Buyer (Party A) 买方: Propria Energia Importação e Exportação de Tec Ltda.</p>	<p>The Seller (Party B) 卖方: CHINALAND SOLAR ENERGY CO., LTD.</p>	<p>Guarantor 担保方: Guederson Andrei Maciel</p>
<p>Adress: Rua Nicola Kafer, 714, Barra da Forqueta City: Arroio do Meio State: Rio Grande do Sul, Brazil CNPJ: 37.591.447/0001-92</p>	<p>Address: Liaoyuan Road, Feidong New City, Economic Development Zone, Hefei 231900, Anhui, P.R. China</p>	<p>Adress: Rua Nicola Kafer, 714, Barra da Forqueta City: Arroio do Meio State: Rio Grande do Sul, Brazil CNPJ: 37.591.447/0001-92</p>
<p>TEL: 55 51 91741973 ATTN: Guederson Andrei Maciel</p>	<p>Tel 电话 : +86 551 67758499 Fax: 电传 +86 551 67758555</p>	<p>TEL: 55 51 91741973 ATTN: Guederson Andrei Maciel</p>

Buyer, Seller and Guarantor conclude this Contract regarding matters of the buyer purchases PV module from the seller and the guarantor provides the buyer with a guarantee. During the validity of this contract, if the buyer purchases PV module from the seller, both parties sign the "sale contract", the buyer and the seller fulfill their respective obligations in accordance with the contract and the "sale contract", The guarantor provides an unlimited joint guarantee for the buyer to perform the payment and other obligations as agreed.

买方、卖方和担保方就买方向卖方购买光伏组件、担保方为买方提供担保等事宜达成本合同。在本合同有效期内，如买方向卖方采购光伏组件，买方和卖方签订《售货合同》，买卖双方按照本合同和《售货合同》的约定履行各自的义务，担保方为买方按约定履行付款等义务提供无限连带担保。

1. The type, quantity, price, acceptance inspection, etc. of the PV modules purchased by the buyer from the seller shall be subject to the "sale contract" signed by the buyer and the seller.

1. 买方向卖方购买的光伏组件的品种、数量、价格、验收等以买卖双方签订的《售货合同》约定为准。

2. During the validity of this contract, the payment method of buyer purchase PV modules from seller shall be: The buyer pays the full payment within 90 days from the date of shipment to the seller.

2. 本合同有效期内，买方向卖方购买光伏组件付款方式为：买方在卖方装船日期起 90 天内付清全部货款。

3. For each specific order regarding PV modules purchased by the buyer from the seller, the buyer shall pay 20% of the total value of the order as a security deposit (refundable). After the seller receives the 20% security deposit, the "sales contract" between buyer and seller takes effect. If the buyer pays the full payment within 90 days from the date of shipment, the 20%



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deposit will be refunded to the buyer immediately.

3. 针对买方向卖方购买光伏组件的具体每笔订单，买方需支付该笔订单总金额的 20% 作为保证金（可退还），卖方收到 20% 的保证金后，买卖双方签订的《售货合同》方生效。买方按约定在卖方装船日期起 90 天内支付全部货款的，这 20% 的保证金即刻退还给买方。

4. If the buyer breaking the Contract as failing to pay the full payment within 90 days from the date of shipment, the 20% deposit will be treated as penalty for breach of contract in insurance claims. It can neither offset the payment nor be refunded.

4. 如果买方违约未在卖方装船日期起 90 天内支付全部货款的，则通过保险理赔时，这 20% 的保证金将作为买方违约处罚，既不能冲抵货款，也将不予退还。

5. If the buyer breaches the contract as failing to pay the full payment within 90 days from the date of shipment, when the seller makes the insurance claim, if the insurance company includes the 20% deposit paid by the buyer in the deduction or is exempted, the seller shall have the right to recover the claim from the insurance company for deduction or deductible, regardless of what promise made by the seller to the insurance company or the third party. The guarantor assumes Joint guarantee responsibility.

5. 如果买方违约未在卖方装船日期起 90 天内支付全部货款的，卖方通过保险理赔时，保险公司将买方支付的 20% 的保证金列入到扣除项或予以免赔的，无论卖方向保险公司或第三方作出何种承诺，卖方均有权就保险公司扣除或免赔部分向买方追偿，担保方承担连带保证责任。

6. The buyer shall not be for any reasons as an excuse to refuse payment after receiving the goods, including but not limited to any issues such as quality, delivery.

买方在收到货物后不得以任何理由为借口拒绝支付货款，包括但不限于质量、交期等任何问题。

7. If the buyer fails to pay according to the contract, the seller will no longer provide any quality assurance and power attenuation guarantee to all the products sold to the buyer, furthermore, under such circumstance, the warranty as attachment A provided by the seller will automatically expire and all the consequences arising therefrom shall be borne by the buyer.

如买方未按合同约定付款，则卖方对所有卖给买方的产品不再提供任何质量保证和功率衰减保证，并且，在此情形之下，卖方所提供的附件 A 的质保合同则自动失效，由此产生的一切后果由买方承担。

8. Liability for breach of contract 违约责任

A. The seller shall accept the goods at the time agreed upon in the contract. If its delayed, the seller shall pay the seller a penalty of one-thousandth of the total amount of the contract, and the buyer shall also pay the seller's damage during the period of receiving the goods, including penalty or the expenses of the three parties' custody; if the goods are not received within seven days, the buyer shall be deemed as refusing to accept the goods, and the seller has the right to terminate the contract. Therefore, the buyer shall also compensate the loss.

卖方应按合同约定时间接收货物，逾期接收的，每延迟一天，应按合同总金额的千分之一向卖方支付违约金，买方还应支付逾期接收货物期间卖方的损失，包括保管或委托第三方保管的费用；逾期七天不接收货物的，视为买方拒绝接收货物，卖方有权解除合同，因此给卖方造成损失的，买方还应赔偿损失。

B. If the buyer refuses to accept the goods or returns the goods without justified reasons, the seller shall pay a penalty of 10% of the total amount of the contract.

买方拒绝接收货物或无正当理由退货，应按合同总金额的百分之十向卖方支付违约金。



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C. If the buyer goes bankrupt, forced to liquidate, the property rights change (merger, acquisition, disintegration, cancellation), the business situation deteriorates severely, the business reputation or the ability to repay, or the creditor's interest in the bankruptcy administrator, liquidator or The vesting party of the contract provides the option to execute a part of the contract agreed by the seller, depending on the guarantee that the reasonable loyalty of the contract is performed.

如果买方破产、被强制清算、产权变更（被兼并、合并、收购、解体、注销）、经营状况严重恶化、丧失商业信誉或无偿还能力，或为了债权人的利益在破产管理人、清算人或该合同归属人提供选择，视其给出合理忠实履行合同的担保情况，执行经过卖方同意的一部分合同。

D. The seller shall not be liable for damages caused by the following reasons and actions of the buyers, including but not limited to:

卖方对以下买方的原因和行为所造成的损失不承担赔偿责任，包括但不限于：

a. Replacement or repair of parts by non-vendor authorized personnel

非卖方授权人员进行的部件更换或者修理

b. Use non-vendor approved materials, designs and other supplies

采用非卖方认可的材料、设计和其他供货；

c. Due to improper operation or mistake of the buyer

由于买方运行不当或失误

d. Not installed, operated, and maintained as required by the vendor's technician or installation manual

未按照卖方技术人员或安装手册要求进行安装、运行和维护的

e. The stipulated in the limited warranty (if any) is attributable to the seller's exclusion of limited liability (as stated in the limited warranty) is attributable to the seller's exclusion of limited liability (as stated in the limited warranty)

f. Other losses not caused by the seller.

其他非卖方原因造成的损失

9. Limitation of liability

9. 责任限制

Under no circumstances shall the seller be liable for any accompanying, indirect, special or punitive damages caused by the buyer's suspension, suspension of production, reduction in power generation, loss of income or profits, loss of business opportunity, loss of production, loss of goodwill, etc. All liabilities (including but not limited to infringement liability for personal injury, property damage, intellectual property rights) and obligations of the seller under this contract are limited to the value of the specific PV module directly causing the claim.

在任何情况下，卖方均不对买方的停运、停产、发电量降低、收入或利润损失、商业机会损失、生产损失、商誉损失等附随的、间接的、特殊的或惩罚性损失承担责任。卖方在本合同项下承担的所有责任（包括但不限于对人身伤害、财产损失、知识产权的侵权责任）和义务，仅以直接引发该索赔的具体光伏组件的自身价值为限。

10. Other Clauses

10. 其他条款

A. The contact address listed in the contract of sale and purchase is the address of the delivery for various types of notices, agreements, other documents, as well as relevant documents and legal documents in the event of a contract dispute. In the event of an address change, the party who makes the change must notify the other party in written within seven



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days from the date of the change. If the notice is not notified on time, the other party has the right to send it according to the original contact address and it is deemed to be validly delivered.

A. 双方在买卖合同书所列的联系地址为合同中涉及各类通知、协议等文件以及就合同发生纠纷时相关文件和法律文书送达时间的送达地址。地址变更的，变更一方须在变更日期七日内书面通知对方，未按时通知的，对方有权按照原联系地址发送，视为有效送达。

B. The buyer and the seller have the obligation to keep confidentiality of the contents in this contract. The buyer shall strictly keep the seller's existing production capacity, warehouse inventory, development plan and other business secrets and product information of the seller in contact with the operation. The buyer shall not disclose to any third party without the written permission of the seller, and the buyer shall be liable for damages caused by the buyer to the seller in violation of these terms.

B. 买卖双方对本合同的内容具有保密义务，买方对卖方现有生产能力、仓库存货、发展计划以及在经营中接触到的卖方的其他商业秘密与产品信息须严格保密，未经卖方书面许可不得向任何第三方披露，买方应对其违反本条款给买方造成的损失承担赔偿责任。

C. The seller guarantees ownership of the goods under the contract, guarantees that the goods do not have a security interest or the buyer's unknown lien or other rights burden. The seller does not guarantee the use or marketability of the goods delivered (whether arising from legal, civil liability, legal implied), nor guarantees the use or specific use of the goods under specific conditions, regardless of whether the buyer knows or not.

C. 卖方保证对合同项下货物拥有所有权，保证货物不存在担保权益或买方未知的留置权等权利负担。卖方不对所交货物的用途、适销性（无论产生于法律、民事责任、法律暗示）作出保证，也不对货物特定条件下的用途或特定用途作出保证，不论买方是否知晓。

11. Warranty Clauses

11. 担保条款

A. The guarantor provides irrevocable unlimited joint liability guarantee for debts, representations, guarantees, commitments, obligations or responsibilities under the contract and all the "sale contract", supplementary agreement, and attachment signed between the buyer and the seller during the validity of this contract.

A. 担保人为买方在本合同及本合同有效期内买方与卖方签订的所有《售货合同》、补充协议、附件项下的债务、陈述、保证、承诺、义务或责任提供不可撤销的无限连带责任保证担保。

B. Liquidated damages, damage awards and fees paid by the seller for the realization of the main creditor's right and/or the secured creditor's rights (including but not limited to litigation fees, arbitration fees, property preservation fees, travel expenses, enforcement fees, evaluation fees, auction fees, delivery fees, announcement fees, attorney fees, disposal fees, transfer fees, etc., all of the costs of realizing credit and mortgage rights), arising out of the buyer's violation of this contract and all the "sale contract", supplementary agreement, and attachment agreement signed between the buyer and the seller during the validity period of this contract, are also covered by the guarantee.

B. 买方因违反本合同及本合同有效期内买方与卖方签订的所有《售货合同》、补充协议、附件约定而产生的违约金、损害赔偿金以及卖方为实现主债权和/或保证债权所支付的费用（包括但不限于诉讼费、仲裁费、财产保全费、差旅费、执行费、评估费、拍卖费、送达费、公告费、



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律师费、处置费、过户费等实现债权和抵押权的一切费用)亦属于抵押担保范围。

C. Within three working days after the guarantor receives the notice of performance of the guarantee obligation from the seller, the guarantor shall perform the guarantee liability unconditionally in accordance with the content of the notice.

C. 担保人收到卖方发出履行担保责任通知书后3个工作日内,担保人即应无条件按照通知内容履行担保责任。

D. The guarantee period of the guarantee party shall be two years, counting from the effective date of the contract to the expiration date of the contract.

D. 担保方担保期限为本合同生效之日起至本合同有效期限届满之日起两年。

12. Dispute resolution

12. 争议解决

All disputes arising out of or in connection with the execution of the contract shall be settled through friendly negotiation. If the negotiation cannot be resolved, it shall be submitted to the Shanghai International Economic and Trade Arbitration Commission and resolve in accordance with the current arbitration rules of the Association. The arbitral award is unchangeable and binding on all three parties.

凡与本合同有关或因执行合同发生的一切争议,三方应通过友好协商解决。如果协商不能解决,应提交上海国际经济贸易仲裁委员会按照该会现行的仲裁规则进行仲裁。仲裁裁决是不可更改的,对三方都有约束力。

13. Contract effectiveness

13. 合同效力

A. As the basis for long-term cooperation between the buyer and the seller, this contract shall take effect from the date of signing, and the "sale contract" signed by the buyer and the seller within the limited period of this contract shall be attached to this contract.

A. 本合同作为买方和卖方长期合作的依据,自签订之日起生效,本合同有效期内买方和卖方签订的《售货合同》作为本合同的附件。

B. The validity period of this contract is one year. After the expiration of the contract, if three parties do not raise an objection, the Contract will be automatically renewed, and the guarantee period of the Guarantor will be postponed accordingly.

B. 本合同的有效期限为贰年,合同有效期到期后,三方如未提出异议,协议自动续期,担保方担保期限相应顺延。

C. In the period of validity of this contract, if all the agreements and documents signed by the buyer and the seller, including the "sale contract", conflict with or conflict with the contents of this contract, this contract shall prevail.

C. 在本合同有效期内,买方和卖方所签署的包括《售货合同》在内的所有协议和文件约定的内容与本合同条款内容有冲突或异议的,以本合同为准。

14. Other conditions



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A. The contact address listed by Party A in the sales contract is the address of the various notices, agreements and other documents involved in the contract and the delivery date of the relevant documents and legal documents in the event of a contract dispute. In the event of an address change, the party to the change must notify the other party in writing within seven days of the date of the change. If the notice is not notified on time, the other party has the right to send it according to the original contact address and it is deemed to be validly delivered.

B. The buyer and the seller have the obligation to keep confidential the contents of this contract. The buyer's existing production capacity, warehouse inventory, development plan and other commercial secrets and product information of the sellers involved in the operation shall be strictly confidential and shall not be disclosed to any third party without the written permission of the seller. The buyer shall be liable for the losses caused by the buyer to the buyer in violation of these provisions.

C. The seller guarantees ownership of the goods under the contract and guarantees that the goods do not have a security interest or a lien such as a lien unknown to the buyer. The seller does not guarantee the use or marketability of the goods delivered (whether arising from legal, civil liability, legal implied), nor guarantees the use or specific use of the goods under specific conditions, regardless of whether the buyer knows.

D. The buyer needs to provide a guarantee. The guarantee may be the property of the individual or the spouse, or the guarantee of the contract made by the seller's company.

买方 The buyer:

Guederson Andrei Maciel
Propria Energia Importação e Exportação de Tec Ltda.

卖方 The seller:

Sabrina Han
Chinaland Solar Energy Co., Ltd



担保方: Guarantor

Guederson Andrei Maciel

