

IRREVOCABLE UNDERTAKING NOT TO ACCEPT THE OFFERS

Date: 25 July 2025

To:

- (1) 上海芯雲智聯數據科技有限公司 (Shanghai Xinyun Zhilian Data Technology Co., Ltd.)*
("Xinyun Zhilian")
- (2) Chemcloud (HK) Data Technology Limited (芯化和雲(香港)數據科技有限公司)
("Chemcloud (HK)")
(collectively, the "Offerors")

Dear Sirs,

RE:

- (1) **POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER BY FORTUNE (HK) SECURITIES LIMITED FOR AND ON BEHALF OF CHEMCLOUD (HK) FOR ALL THE H SHARES IN SHENGHUA LANDE SCITECH LIMITED***
 - (2) **POSSIBLE UNCONDITIONAL MANDATORY CASH OFFERS BY XINYUN ZHILIAN FOR ALL THE DOMESTIC SHARES IN SHENGHUA LANDE SCITECH LIMITED***
(COLLECTIVELY, THE "OFFERS")
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1. We refer to the Offers.
2. We, Rise Sea Limited (陞洋有限公司), a limited company incorporated in Hong Kong, directly hold 117,600,000 H shares ("**H Shares**") of 浙江升華蘭德科技股份有限公司 (Shenghua Lande Scitech Limited*) ("**Shenghua Lande**", a joint stock company incorporated in the PRC with limited liability, the H Shares of which are listed on GEM of The Stock Exchange of Hong Kong (stock code: 8106)) as at the date of this undertaking.
3. Having considered (i) the domestic shares sale and purchase agreement ("**Domestic Shares Sale and Purchase Agreement**") dated 25 July 2025 entered into between Xinyun Zhilian as purchaser and 浙江升華控股集團有限公司 (Zhejiang Shenghua Holdings Group Company Limited*) as vendor in relation to the sale and purchase of 193,316,930 domestic shares ("**Domestic Shares**", together with H Shares collectively as "**Shares**") of Shenghua Lande; and (ii) the H Shares sale and purchase agreement ("**H Shares Sale and Purchase Agreement**", and together with Domestic Shares Sale and Purchase Agreement collectively as "**Share Sale and Purchase Agreements**") dated 25 July 2025 entered into between Visionary Technology as purchaser and us as vendor in relation to the sale and purchase of 65,022,000 H Shares, we will directly hold 52,578,000 H Shares of Shenghua Lande immediately upon completion of the Share Sale and Purchase Agreements.
4. In connection with the Offers, we hereby irrevocably and unconditionally undertake to the Offerors that, from the date hereof and up to and including the closing date of the Offers:
 - (a) we will remain as the owner of the 52,578,000 H Shares of Shenghua Lande;
 - (b) we will not (and will procure the parties acting in concert with us not to) sell, transfer or otherwise dispose of, or charge, pledge or otherwise encumber, or grant any option or other right over any Domestic Shares and H Shares of Shenghua Lande (including any additional Shares of Shenghua Lande to be acquired from the date hereof up to and including the despatch date of the offer document in relation to the Offers, if applicable) which would result

in the Shares of Shenghua Lande held by us to be lower than 52,578,000 H Shares of Shenghua Lande;

(c) we will not (and will procure the parties acting in concert with us not to) accept the Offers, and will not sell to the Offerors or parties acting in concert with any of them, in respect of:

(i) the 52,578,000 H Shares of Shenghua Lande held by us; and

(ii) if applicable, any additional Shares of Shenghua Lande to be acquired by us;

or otherwise make any of the Domestic Shares and H Shares held by us (if applicable) available for acceptance under the Offers.

5. The undertakings given by us contained in this letter shall take effect from the date hereof and, subject to paragraph 6 below, will remain in full force and effect up to and including the closing date of the Offers.
6. In the event the Offers are cancelled, terminated, rescinded or does not become unconditional, the undertakings given by us contained in this letter shall automatically lapse and be of no further force and effect.
7. We consent to this undertaking being disclosed to the Securities and Futures Commission and being available for inspection as required by the Hong Kong Code on Takeovers and Mergers.
8. The terms of this letter shall be governed by and construed in accordance with the laws of Hong Kong. We hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

** For identification purposes only*

IN WITNESS WHEREOF this letter has been duly executed as a Deed by Rise Sea Limited (陞洋有限公司) on the date first above written.

Yours faithfully,

EXECUTED and DELIVERED as a deed by)

Qian Haiping)

as the sole director for and on behalf of)

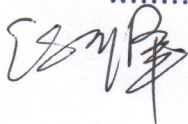
Rise Sea Limited (陞洋有限公司) *For and on behalf of*) **RISE SEA LIMITED**

in the presence of: 陞 洋 有 限 公 司

Name and signature of witness –

Signature:

Name: Xu Jianfeng



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Authorized Signature(s)