Unless the context otherwise requires, terms used in this WHITE Form of Acceptance of the H Share Offer shall bear the same meanings as those defined in the accompanying composite offer and response document dated 5 September 2025 (the "Composite Document") jointly issued by Shanghai Xinyun Zhilian Data Technology Co., Ltd.\* and Chemcloud (HK) Data Technology Limited (collectively, the "Offerors") and SHENGHUA LANDE SCITECH LIMITED\* ("Shenghua Lande"). 除文義另有所指外,本白鱼用要或到核钠表格所用前氧果的關于由苯基智聯數據科技有限公司及芯化和雲(香港)數據科技有限公司(合稱為「要約人」)與浙江升華蘭德科技股份有限公司(「升華蘭德」於二零二五年九月五日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定之詞彙具有相同涵義。

PLEASE USE THIS WHITE FORM OF ACCEPTANCE OF THE H SHARE OFFER IF YOU WANT TO ACCEPT THE H SHARE OFFER. 関下如欲接納H股要約,請使用本白色H股要約接納表格。

# 上海芯雲智聯數據科技有限公司 Shanghai Xinyun Zhilian Data Technology Co., Ltd.\*

(incorporated in the PRC with limited liability) (在中國成立的有限公司)

# 芯化和雲(香港)數據科技有限公司 Chemcloud (HK) Data Technology Limited

(incorporated in Hong Kong with limited liability) (於香港成立的有限公司)



## 浙江升華蘭德科技股份有限公司 SHENGHUA LANDE SCITECH LIMITED\*

(a joint stock limited company incorporated in the People's Republic of China)

(在中華人民共和國註冊成立的股份有限公司)

(Stock Code: 8106) (股份代號:8106)

# WHITE FORM OF ACCEPTANCE OF THE H SHARE OFFER AND TRANSFER OF

OVERSEAS LISTED FOREIGN INVESTED SHARE(S) OF NOMINAL VALUE OF RMB0.10 EACH IN THE SHARE CAPITAL OF SHENGHUA LANDE SCITECH LIMITED\*

浙江升華蘭德科技股份有限公司股本中每股面值人民幣0.10元的境外上市外資股
之白色H股要約接納及過戶表格

Except sections marked "Do not complete", all parts should be completed in full 除註明[請勿填寫本欄]的部分外,每項均需填妥

Hong Kong share registrar and transfer office of Shenghua Lande: Computershare Hong Kong Investor Services Limited (the "**Registrar**") Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong 香港股份過戶登記處:香港中央證券登記有限公司[過戶登記處] 香港股份過戶受記處:香港中央證券登記有限公司[過戶登記處]

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby accept(s) the H Share Offer and transfer(s) to the "Transferee" named below the H Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.  下列「轉讓人」達此根據本表格及隨附之綜合文件所載條款及條件,按下列代價接納日股要約並將以下註明之轉讓人所持日股轉讓予下列「承讓人」。				
Number of H Shares to be transferred ( <i>Note</i> ) 將予轉讓之H股數目( <i>附註</i> )	FIGURES 數目		WORDS 大寫	
Share certificate number(s) 股票號碼				
TRANSFEROR(S) name(s) in full and address and relevant information 轉議人全名及地址及相關信息 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK	Family name/Company name 姓氏/或公司名稱		Forename 名字	
	Registered address 登記地址			
CAPITALS) (請用打字機或正楷填寫)			Telephone number 電話號碼	
CONSIDERATION (Note) 代價(附註)	HK\$0.079 in cash for each H Share 每股H股現金0.079港元			
TRANSFEREE 承譲人	Name: 名稱: Chemcloud (HK) Data Technology Limited 这化和雲(香港)數據科技有限公司 Registered address: 旨記 02, Block B, 2/F., Hoover Industrial Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏油奏昌路26-38號豪華工業大樓B座2樓02室 Cocupation: 職業: Chemcloud (HK) Data Technology Limited 这化和雲(香港)數據科技有限公司 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong 香港奏品券 Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Chung, Hong Kong Building, No. 26-38 Kwai Cheong Road, Kwai Cheong			
Signed by or for and on behalf of the Transferor(s) in the presence of: 轉讓人或其代表在下列見證人見證下簽名:  ALL JOINT  H SHAREHOLDERS				
Signature of Witness 見證人簽名: 所有聯名 所有聯名			MUST SIGN HERE 所有聯名H股股東 均須於本欄簽名	
Name of Witness 見證人姓名:		Company chop, if applicable 轉讓人或其正式授權代理人簽名/公司印章(如適用)		
Address of Witness 見證人地址:				
submission of this WHITE Form of Acceptance of the H Share Offer	by the signing H Shareholde	本白色H股要約接納表 erms and conditions contained herein and in er(s) do not render the transfer of H Shares or	ate of signing this <b>WHITE</b> Form of Acceptance of the H Share Offer 本白色H股要約接納表格的簽署日期 d conditions contained herein and in the accompanying Composite Document, and that the signing and onot render the transfer of H Shares contemplated hereunder becoming effective. The transfer of H Shares w.	
contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below. 署名日股股東謹此確認日股要約受本表格及隨附之綜合文件所載條款及條件所規限,且由署名日股股東簽署及呈交本 <b>白色</b> H股要約接納表格並不令據此擬進行之H股轉讓生效。據此擬進行之H股轉讓須於下文所列轉讓日期由承讓人簽署,方可作實。				
Do not complete 請勿填寫本欄				
Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽名:		Chemcloud (HK) Data Techno	For and on behalf of 為及代表 Chemcloud (HK) Data Technology Limited 芯化和雲(香港)數據科技有限公司 Authorised Signatory(ies) 授權簽署人	
Signature of witness 見證人簽名	ture of witness 見證人簽名			
Name of witness 見證人姓名				
Address of witness 見證人地址				
Occupation of witness 見證人職業				
Date of Transfer 轉讓日期		Signature o	f Transferee or its duly authorised agent(s) 讓人或其正式授權代理人簽名	

Insert the total number of H Share(s) for which the H Share Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those represented by the share certificate(s) tendered for acceptance of the H Share Offer and you have signed this WHITE Form of Acceptance of the H Share Offer, this WHITE Form of Acceptance of the H Share Offer, will be returned to you for correction and resubmission. Any corrected WHITE Form of Acceptance of the H Share Offer must be resubmitted and received by the Registrar on or before the latest time of acceptance of the H Share Offer. The consideration will be paid to an accepting shareholder less seller's ad valorem stamp duty.

請填上接納日股要約所涉及之日股總數。倘並無填寫數目或所填數目多於或低於就接納日股要約所提交之股票所代表之數目,而 關下已簽署本白色日股要約接納表格,則本白色日股要約接納表格將退回 關下作更正及再行提交。任何經更正之白色日股要約接納表格必須在日股要約最後接納時限或之前再行提交並送達過戶登記處。代價將支付予接納股東,其中扣除實方從價印花稅。

For identification purpose only 僅供識別

THIS WHITE FORM OF ACCEPTANCE OF THE H SHARE OFFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this WHITE Form of Acceptance of the H Share Offer or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your H Share(s), you should at once hand this WHITE Form of Acceptance of the H Share Offer and the Composite Document to the purchaser(s) or the transfere(s) or to the bank, the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the nurchaser(s) or the transferse(s).

The making of the H Share Offer to persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an Overseas H Shareholder, you should inform yourself about or obtain appropriate legal advice regarding the implications of the H Share Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the H Share Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or cancellation or other taxes due from you in respect of such jurisdiction in connection with your acceptance.

#### HOW TO COMPLETE THIS WHITE FORM OF ACCEPTANCE OF THE H SHARE OFFER

The H Share Offer is unconditional in all aspects. This **WHITE** Form of Acceptance of the H Share Offer should be read in conjunction with the Composite Document carefully before completing this **WHITE** Form of Acceptance of the H Share Offer. The provisions of Appendix I to the Composite Document are incorporated into and form part of this **WHITE** Form of Acceptance of the H Share Offer.

To accept the H Share Offer made by Fortune Securities for and on behalf of Chemcloud (HK) to acquire your H Share(s), you should complete and sign this WHITE Form of Acceptance of the H Share Offer overleaf and forward this WHITE Form of Acceptance of the H Share Offer, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title in respect of the H Shares (and/or any satisfactory indemnity or indemnity or integrated in respect thereof) ("Title Documents") for the number of H Share(s) in respect of which you intend to accept the H Share Offer, by post or by hand, marked "Shenghua Lande Scitech Limited – H Share Offer" on the envelope, to the Registrar, namely Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on the Closing Date (or such later time and/or date as the Offerors may determine and the Offerors and Shenghua Lande may jointly announce with the permission of the Executive in accordance with the Takeovers Code).

#### WHITE FORM OF ACCEPTANCE OF THE H SHARE OFFER

#### To: Chemcloud (HK) and Fortune Securities

- 1. My/Our execution of this WHITE Form of Acceptance of the H Share Offer (whether or not this WHITE Form of Acceptance of the H Share Offer is dated) shall be binding on my/our successors and assignees and shall constitute:
  - (a) my/our irrevocable acceptance of the H Share Offer made by Fortune Securities for and on behalf of Chemcloud (HK), as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of H Share(s) specified in this WHITE Form of Acceptance of the H Share Offer;
  - (b) my/our irrevocable instruction and authority to Chemcloud (HK), Fortune Securities and/or any of their respective agent(s) to send a cheque crossed "Not negotiable account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the H Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the H Share Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered H Shareholders) at the registered address shown in the register of members of Shenghua Lande no later than seven (7) business days following the date on which all the relevant documents are received by the Registrar to render such acceptance complete and valid in accordance with the Takeovers Code:

(Insert name and address of the person to whom the cheque is to be sent if different from the registered H Shareholder or the first-named of joint registered H Shareholders.)

Name: (in block capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to Chemcloud (HK), Fortune Securities or the Registrar or such person or persons as either of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the H Share(s) to be sold by me/us under the H Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this WHITE Form of Acceptance of the H Share Offer in accordance with the provisions of that Ordinance:
- (d) my/our irrevocable instruction and authority to Chemcloud (HK), Fortune Securities or the Registrar or such person or persons as they may direct to complete, amend and execute any document on my/our behalf and to do any other act that may be necessary or expedient for the purpose of vesting in Chemcloud (HK) or such person or persons as it may direct my/our H Share(s) tendered for acceptance of the H Share Offer;
- (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our H Share(s) tendered for acceptance under the H Share Offer to Chemcloud (HK) or such person or persons as it may direct free from all encumbrances and together with all rights and benefits attached thereto as at the date of the Composite Document, including all rights to any dividends or other distributions, declared, made or paid on or after the date on which the H Share Offer is made, being the despatch date of the Composite Document:
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by Chemcloud (HK), Fortune Securities or their respective agents or such person or persons as he/it/they may direct on the exercise of any of the authorities contained herein; and
- (g) my/our irrevocable instruction and authority to Chemcloud (HK), Fortune Securities or their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the H Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the H Share Offer as if it/they were share certificate(s) delivered to the Registrar together with this WHITE Form of Acceptance of the H Share Offer.
- 2. I/We understand that acceptance of the H Share Offer by me/us will be deemed to constitute a warranty by me/us to Chemcloud (HK) that the H Share(s) specified in this WHITE Form of Acceptance of the H Share Offer acquired under the H Share Offer will be sold free from all encumbrances and together with all rights and benefits at any time accruing and attached thereto, including all rights to any dividends or other distributions declared, made or paid on or after the date on which the H Share Offer is made, being the despatch date of the Composite Document.
- 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the H Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Title Documents, together with this WHITE Form of Acceptance of the H Share Offer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered H Shareholders) at the registered address shown in the register of members of Shenghua Lande.
- 4. I/We enclose the Title Documents for the whole or part of my/our holding of H Share(s) which are to be held by you on the terms and conditions of the H Share Offer. I/We understand that no acknowledgement of receipt of any WHITE Form of Acceptance of the H Share Offer or Title Documents will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
- 5. I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our H Shares to Chemcloud (HK) by way of acceptance of the H Share Offer.
- 6. I/We warrant to Chemcloud (HK) and Fortune Securities that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Shenghua Lande in connection with my/our acceptance of the H Share Offer, including the obtaining of any governmental, exchange control or other consent which may be required and the compliance with necessary formalities or legal or regulatory requirements that I/we have not taken or omitted to take any action which will or may result in Shenghua Lande, Chemcloud (HK) or Fortune Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with my acceptance of the H Share Offer, and am/are permitted under all applicable laws to receive and accept the H Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 7. I/We warrant to Chemcloud (HK) and Fortune Securities that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in connection with my/our acceptance of the H Share Offer in respect of the relevant jurisdiction where my/our address is stated in the register of members of Shenghua Lande.
- 8. I/We acknowledge that, save as expressly provided in the Composite Document and this WHITE Form of Acceptance of the H Share Offer, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and conditional.
- 9. I/We acknowledge that my/our H Share(s) sold to Chemcloud (HK) by way of acceptance of the H Share Offer will be registered under the name of Chemcloud (HK).
- 10. I/We irrevocably undertake, represent, warrant and agree to and with Chemcloud (HK), Fortune Securities and Shenghua Lande (so as to bind my/our successors and assignees) that in respect of the H Share(s) which are accepted under the H Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of Chemcloud (HK) or as it may direct, to give:
  - (a) an authority to Shenghua Lande and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of Shenghua Lande (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such H Share(s) into certificated form) to the attention of Chemcloud (HK).
  - (b) an irrevocable authority to Chemcloud (HK) or its agents to sign any consent to short notice of any general meeting of Shenghua Lande on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such H Share(s) appointing any person nominated by Chemcloud (HK) to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such H Share(s) on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of Chemcloud (HK); and
  - (c) my/our agreement not to exercise any of such rights without the consents of Chemcloud (HK) and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than Chemcloud (HK) or its nominees or appointees, for or to attend or to vote at the general meeting of Shenghua Lande, I/we hereby expressly revoke such appointment.

Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by Chemcloud (HK), Fortune Securities or their respective agent(s) from the Registrar on my/our behalf, I/we shall be sent such share certificate(s) in lieu of the transfer receipt(s).

本白色H股要約接納表格乃重要文件,請即處理。 閣下如對本白色H股要約接納表格之任何方面或應採取之行動有任何疑問,應諮詢 閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之H股全部售出或轉讓,應立即將本白色H股要約接納表格及綜合文件送交買主或承讓人,或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商,以便轉交買主或承讓人。

向香港境外司法權區之居民提呈H股要約可能會受有關司法權區之法例影響。倘 閣下為海外H股股東,應就H股要約於有關司法權區之限制自行尋求適當之法律意見,並遵守任何適用監管或法律規定。 閣下如欲接納H股要約,須自行負責就此全面遵守有關司法權區之適用法律及法規,包括取得任何所需之政府、外匯管制或其他同意,或遵守其他必要手續,以及支付 閣下於有關司法權區就 閣下之接納應付之任何轉讓或註銷費用或其他稅項。

### 本白色H股要約接納表格填寫方法

H股要約於所有方面為無條件。在填寫本白色H股要約接納表格前,本白色H股要約接納表格應與綜合文件一併仔細閱讀。綜合文件附錄一之條文已經收錄在本白色H股要約接納表格內,並構成其中一部分。

閣下如欲接納由富強證券為及代表芯化和雲(香港)提出之收購 閣下H股的H股要約,應填妥及簽署本白色H股要約接納表格之背頁,並將本白色H股要約接納表格連同 閣下欲接納H股要約之H股數目之H股相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需令人信納之一份或多份彌償保證書)(「所有權文件」)(信封面須註明「浙江升華蘭德科技股份有限公司—H股要約」),於實際可行情況下盡快以郵奇或專人送交之方式送抵過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖),惟無論如何必須於截止日期下午四時正(或根據收購守則要約人在執行人員允許下可能釐定以及要約人與升華蘭德可能共同公佈之有關較後時間及/或日期)前送達。

### 白色H股要約接納表格

### 致:芯化和雲(香港)及富強證券

- 本人/吾等一經簽署本白色H股要約接納表格(不論本白色H股要約接納表格是否已註明日期),即表示本人/吾等之承繼人及受讓人將受此約束,並 表示:
  - (a) 本人/吾等按本**白色**H股要約接納表格所述代價,願意不可撤回地按照並遵守當中所述條款及條件,就本**白色**H股要約接納表格所註明之H股數 目接納綜合文件所載由富強證券為及代表芯化和雲(香港)提出之H股要約;
  - (b) 本人/吾等不可撤回地指示及授權芯化和雲(香港)、富強證券及/或任何彼等各自之代理,各自就本人/吾等根據H股要約之條款應得之現金代價(扣除本人/吾等就本人/吾等接納H股要約應付之所有賣方從價印花稅),以「不得轉讓-只准入抬頭人賬戶」方式向本人/吾等開出劃線支票,然後於過戶登記處收到所有有關文件使接納根據收購守則為完整及有效之日後不遲於七(7)個營業日按以下地址以平郵方式寄予以下人士,或如無於下欄填上姓名及地址,則按升華蘭德股東名冊所示登記地址以平郵方式寄予本人或吾等當中名列首位者(如屬聯名登記H股股東),郵誤風險概由本人/吾等承擔:

(倘收取支票之人士並非登記H股股東或名列首位之聯名登記H股股東,則請在本欄填上該名人士之姓名及地址。)

姓名:(請用正楷填寫)

地址:(請用正楷填寫)

- (c) 本人/吾等不可撤回地指示及授權芯化和雲(香港)、富強證券或過戶登記處或彼等任何一方可能就此指定之有關人士,代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據H股要約出售H股之賣方須製備及簽立之成交單據,並按該條例之規定安排該單據加蓋印花及安排在本**白色**H股要約接納表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權芯化和雲(香港)、富強證券或過戶登記處或彼等任何一方可能指定之有關人士,代表本人/吾等填妥、修改及簽署任何文件,以及辦理任何其他必需或權宜之手續,將本人/吾等就接納H股要約所交回之H股轉歸芯化和雲(香港)或其可能指定之有關人士所有;
- (e) 本人/吾等承諾於必需或適當時簽署有關其他文件及辦理有關其他手續及事項,以進一步確保將本人/吾等就接納H股要約所交回之H股轉讓予芯化和雲(香港)或其可能指定之有關人士,並且該等H股並不附帶任何產權負擔,及連同截至綜合文件日期隨附的一切權利及利益,包括作出H股要約當日(即綜合文件寄發日)或之後所宣派、作出或派付的任何股息或其他分派的所有權利;
- (f) 本人/吾等同意追認由芯化和雲(香港)、富強證券或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權力時可能作 出或進行之各種行動或事宜;及
- (g) 本人/吾等不可撤回地指示及授權芯化和雲(香港)、富強證券或彼等各自之代理,代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據,並憑此向過戶登記處領取本人/吾等就H股應獲發之股票,並將有關股票送交過戶登記處,且授權及指示過戶登記處根據H股要約之條款及條件持有有關股票,猶如有關股票已連同本**白色**H股要約接納表格一併送交過戶登記處無異。
- 2. 本人/吾等明白本人/吾等接納H股要約,將被視為構成本人/吾等向芯化和雲(香港)保證其根據H股要約購入本**白色**H股要約接納表格列明出售之 H股不會附帶任何產權負擔,及連同隨時應計及隨附的一切權利及利益,包括作出H股要約當日(即綜合文件寄發日)或之後所宣派、作出或派付的任何股息或其他分派的所有權利。
- 3. 倘本人/吾等之接納根據H股要約之條款而言乃屬無效或被視為無效,則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下,本人/吾等授權並懇請 閣下將本人/吾等之所有權文件連同已正式註銷之本白色H股要約接納表格以平郵方式一併寄予上文第1(b)段所列之人士及地址,或倘並無列明姓名及地址,則按升華蘭德股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記H股股東),郵誤風險概由本人/吾等承擔。
- 4. 本人/吾等茲附上本人/吾等之H股之全部或部分相關所有權文件,由 閣下按H股要約之條款及條件予以保存。本人/吾等明白任何交回之**白色H** 股要約接納表格或所有權文件概不獲發收據。本人/吾等亦了解以平郵方式寄發之所有文件之一切郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等保證,本人/吾等有充分權利、權力及授權以接納H股要約之方式,向芯化和雲(香港)出售及移交本人/吾等之H股之所有權及擁有權。
- 6. 本人/吾等向芯化和雲(香港)及富強證券保證,本人/吾等已遵守在升華蘭德股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納H股要約方面之法例,包括取得任何所需之政府、外匯管制或其他同意,及辦理一切必需之手續或遵守法律或監管規定,而本人/吾等並無採取或遺漏採取任何行動,將致使或可能導致升華蘭德、芯化和雲(香港)或富強證券或任何其他人士就本人接納H股要約違反任何司法權區之法例或監管規定,且本人/吾等現根據所有適用法例乃有權接受及接納H股要約及其任何修訂本,而根據所有適用法例,該等接納均為有效及具有約束力。
- 7. 本人/吾等向芯化和雲(香港)及富強證券保證,本人/吾等將會全權負責支付本人/吾等於在升華蘭德股東名冊上所示本人/吾等地址所在相關司法權區就本人接納H股要約應付之任何轉讓費用或其他稅項或徵稅。
- 8. 本人/吾等知悉,除非綜合文件及本**白色H**股要約接納表格另有明確規定,所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。
- 9. 本人/吾等確認以接納H股要約之方式售予芯化和雲(香港)之本人/吾等之H股將以芯化和雲(香港)名義登記。
- 10. 本人/吾等向芯化和雲(香港)、富強證券及升華蘭德(以約東本人/吾等的承繼人及受讓人)不可撤回地承諾、聲明、保證及同意,對於根據H股要約已接納且其接納並未被有效撤回及並未以芯化和雲(香港)的名義或按其指示登記的H股:
  - (a) 本人/吾等授權升華蘭德及/或其代理將須向本人/吾等作為升華蘭德股東寄發的任何通告、通函、認股權證或其他須予寄發的文件或通訊(包括任何股票及/或因將該等H股轉為證書形式而發出的其他所有權文件),註明收件人為芯化和雲(香港);
  - (b) 不可撤回地授權芯化和雲(香港)或其代理代表本人/吾等簽署任何同意書,同意縮短升華蘭德股東大會通知期及/或出席及/或簽立該等H股的代表委任表格,以委任芯化和雲(香港)提名的任何人士出席相關股東大會(或其任何續會),以及代表本人/吾等行使該等H股附帶的投票權,而該等投票權將以芯化和雲(香港)全權酌情釐定的方式作出投票;及
  - (c) 本人/吾等同意,在未得芯化和雲(香港)同意的情況下不會行使任何相關權利,以及本人/吾等不可撤回地承諾不會就任何股東大會委任代表,或出席股東大會,及在上文所規限下,如本人/吾等以往已就升華蘭德股東大會委任代表(而該代表並非芯化和雲(香港)或其代名人或獲委任人士)出席該等大會並於會上投票,則本人/吾等謹此撤回有關委任。

附註:倘本人/吾等交出一份或以上過戶收據,而與此同時芯化和雲(香港)、富強證券或彼等各自之代理已代表本人/吾等從過戶登記處領取有關股票,則發還予本人/吾等者將為有關股票而非過戶收據。

#### PERSONAL DATA

#### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of Chemcloud (HK), Fortune Securities and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

### 1. Reasons for the collection of your personal data

To accept the H Share Offer for your H Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It is important that you should inform Chemcloud (HK), Fortune Securities and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide on this **WHITE** Form of Acceptance of the H Share Offer may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of your compliance with the terms and application procedures set out in this WHITE Form of Acceptance of the H Share Offer and the Composite Document;
- registering transfers of the H Share(s) out of your name(s);
- maintaining or updating the relevant register of members of Shenghua Lande;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from Chemcloud (HK), Fortune Securities, and the Registrar and/or their respective agents, officers and advisers;
- · compiling statistical information and H Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise) or as requested by any governmental or regulatory body which has jurisdiction over Chemcloud (HK), Fortune Securities, and the Registrar and/or their respective agents, officers and advisers;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of Chemcloud (HK), Shenghua Lande, Fortune Securities or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable Chemcloud (HK), Fortune Securities and/or the Registrar to discharge their obligations to the H Shareholders and/or regulators and other purposes to which the H Shareholders may from time to time agree to or be informed of.

### 3. Transfer of personal data

The personal data provided in this **WHITE** Form of Acceptance of the H Share Offer will be kept confidential but Chemcloud (HK) and Fortune Securities and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- Chemcloud (HK), Fortune Securities, and the Registrar and/or their respective agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Chemcloud (HK), Fortune Securities and/or the Registrar, in connection with the operation of their business;
- · any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom Chemcloud (HK), Fortune Securities and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether Chemcloud (HK), Fortune Securities and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, Chemcloud (HK), Fortune Securities and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to Chemcloud (HK), Fortune Securities and/or the Registrar (as the case may be).

#### 5. Retention of personal data

Chemcloud (HK), Fortune Securities and the Registrar will keep the personal data provided in the **WHITE** Form of Acceptance of the H Share Offer for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

BY SIGNING THIS WHITE FORM OF ACCEPTANCE OF THE H SHARE OFFER YOU AGREE TO ALL OF THE ABOVE.

# 個人資料

### 收集個人資料聲明

本收集個人資料聲明旨在知會 閣下有關芯化和雲(香港)、富強證券及過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例([該條例])的政策及慣例。

### 1. 收集 閣下個人資料的原因

倘 閣下欲就 閣下之H股而接納H股要約,則 閣下須提供所需之個人資料。倘 閣下未能提供所需資料,則可能導致 閣下之接納申請被拒或受到延誤。如所提供的資料不準確, 閣下須即時知會芯化和雲(香港)、富強證券及/或過戶登記處。

### 2. 用途

閣下於本**白色**H股要約接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途:

- 處理 閣下之接納申請及核實 閣下是否已遵循本白色H股要約接納表格及綜合文件載列的條款及申請手續;
- 登記以 閣下名義作出之H股轉讓;
- 保存或更新升華蘭德有關股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 發佈芯化和雲(香港)、富強證券及過戶登記處及/或其各自之代理、 高級職員及顧問之通訊;
- 編製統計資料及H股股東簡歷;
- 按法例、規則或規例規定(無論法定或其他規定)或根據對芯化和雲(香港)、富強證券及過戶登記處及/或彼等各自之代理、高級職員及顧問有管轄權的任何政府或監管機構的要求作出披露;
- 披露有關資料以方便進行權益申索;
- 有關芯化和雲(香港)、升華蘭德、富強證券或過戶登記處業務之任何 其他用途;及
- 與上文所述各項有關的任何其他附帶或關連用途及/或令芯化和雲 (香港)、富強證券及/或過戶登記處得以履行彼等對股東及/或監管 機構的責任及H股股東可能不時同意或知悉的其他用途。

### 3. 轉交個人資料

於本**白色**H股要約接納表格所提供之個人資料將會保密,惟芯化和雲(香港) 及富強證券及/或過戶登記處可在為實現上述全部或任何用途所需範圍內, 作出彼等認為必需之查詢,以確認個人資料之準確性,尤其彼等可能向或自 下個人資料之與所有個人及實體披露、獲取、轉交(無論在香港境內或境外)該等 個人資料:

- 芯化和雲(香港)、富強證券及過戶登記處及/或其各自代理、高級職員及顧問;
- 為芯化和雲(香港)、富強證券及/或過戶登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商;
- 任何監管或政府機構;
- 與 閣下進行交易或建議與之進行交易的任何其他人士或機構, 如 閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構; 及
- 芯化和雲(香港)、富強證券及/或過戶登記處認為必需或適當情況下 之任何其他人士或機構。

### 4. 獲取及更正個人資料

根據該條例規定, 關下有權確認芯化和雲(香港)、富強證券及/或過戶登 記處是否持有 閣下之個人資料,並獲取該資料副本,以及更正任何錯誤資 料。依據該條例之規定,芯化和雲(香港)、富強證券及/或過戶登記處有權 就處理獲取任何資料之請求收取合理手續費。獲取資料或更正資料或獲取有 關政策及慣例及所持資料類型之所有請求,須提交予芯化和雲(香港)、富強 證券及/或過戶登記處(視情況而定)。

### 5. 保留個人資料

芯化和雲(香港)、富強證券及過戶登記處將保留**白色H**股要約接納表格所收集的個人資料,保留期限為實現收集個人資料的用途所需的期限。無需保留之個人資料將會根據該條例銷毀或處理。

### 閣下一經簽署本白色H股要約接納表格即表示同意上述所有條款。