

IMPORTANT

If you are in any doubt about any of the contents of this [REDACTED], you should obtain independent professional advice.



Synergy Group Holdings International Limited

滙能集團控股國際有限公司

(Incorporated in the Cayman Islands with limited liability)

[REDACTED] ON THE GROWTH ENTERPRISE MARKET OF THE STOCK EXCHANGE OF HONG KONG LIMITED BY WAY OF [REDACTED]

Number of [REDACTED] : [REDACTED] comprising
[REDACTED] and [REDACTED]
[REDACTED] : Not more than [REDACTED] per Share and
expected to be not less than
[REDACTED] per Share, plus brokerage
of 1%, SFC transaction levy of 0.0027%
and Stock Exchange trading fee of
0.005% (payable in full on application in
Hong Kong dollars and subject to
refund)
Nominal value : HK\$0.01 per Share
Stock code : [REDACTED]

Sponsor and [REDACTED]

[REDACTED]

Lead Manager

[REDACTED]

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this [REDACTED], make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this [REDACTED].

A copy of this [REDACTED], having attached thereto the documents specified in the paragraph headed "Documents available for inspection" in Appendix V to this [REDACTED], has been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (WUMP) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong and the Registrar of Companies in Hong Kong take no responsibility as to the contents of this [REDACTED] or any other documents referred to above.

Prior to making an investment decision, prospective investors should consider carefully all of the information set out in this [REDACTED], including the risk factors set out under the section headed "Risk factors" in this [REDACTED].

The [REDACTED] is expected to be fixed by the Price Determination Agreement between our Company (for itself and on behalf of the [REDACTED]) and the Lead Manager (for itself and on behalf of the [REDACTED]) on the Price Determination Date, which is expected to be on or around [REDACTED], or such later date as may be agreed between and our Company and the Lead Manager. The [REDACTED] will not be more than [REDACTED] per [REDACTED] and is expected to be not less than [REDACTED]. If our Company (for itself and on behalf of the [REDACTED]) and the Lead Manager (for itself and on behalf of the [REDACTED]) are unable to reach an agreement on the [REDACTED] by that date or such later date as agreed by our Company (for itself and on behalf of the [REDACTED]) and the Lead Manager (for itself and on behalf of the [REDACTED]), the [REDACTED] will not become unconditional and will not proceed.

Prospective investors of the [REDACTED] should note that the [REDACTED] are entitled to terminate their obligations under the [REDACTED] by notice in writing to be given by the Lead Manager (for itself and on behalf of the [REDACTED]) upon the occurrence of any of the events set forth in the paragraph headed "Grounds for termination" under the section headed "[REDACTED]" in this [REDACTED] at any time prior to 8:00 a.m. (Hong Kong time) on the [REDACTED]. Should the Lead Manager (for itself and on behalf of the [REDACTED]) terminate its obligations under the [REDACTED] in accordance with the terms of the [REDACTED], the [REDACTED] will not proceed and will lapse. It is important that you refer to that section for further details.

[REDACTED]