

DATED THE DAY OF 2021

RED HILL INVESTMENT BVI LIMITED

and

SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED

SETTLEMENT AGREEMENT
for 105,370,000 New Shares in
SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED

CONTENTS

Clause	Heading	Page
1.	DEFINITIONS AND INTERPRETATION	3
2.	CONDITIONS TO THE SETTLEMENT.....	5
3.	THE SETTLEMENT	6
4.	COMPLETION OF THE SETTLEMENT	7
5.	COMPANY'S WARRANTIES, UNDERTAKINGS AND INDEMNITIES	7
6.	WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE LENDER	9
7.	EVENTS OF TERMINATION.....	10
8.	PRESS ANNOUNCEMENT AND CONFIDENTIALITY.....	10
9.	FURTHER ASSURANCE	11
10.	GENERAL	11
11.	NOTICE	12
12.	GOVERNING LAW	13
13.	ENFORCEMENT	13
14.	THIRD PARTY RIGHTS	13
SCHEDULE 1 WARRANTIES		

THIS AGREEMENT is made on the day of 2021

BETWEEN :-

- (1) **Red Hill Investment BVI Limited**, a company incorporated in the British Virgin Islands, whose registered office is at 3rd Floor, J & C Building, Road Town, Tortola, British Virgin Islands, VG1110 (the “**Lender**”); and
- (2) **Synergy Group Holdings International Limited (the “Company”)**, a company incorporated in the Cayman Islands, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands.

WHEREAS

- (A) The Company was incorporated in the Cayman Islands. It is registered at the Hong Kong Companies Registry as a non-Hong Kong company and has been listed on the Hong Kong Stock Exchange (the “**HKSE**”).
- (B) As at 15 September 2021, the Company was indebted and owing to the Lender in the amount of HK\$10,537,063.13 (the “**Outstanding Debts**”). The Lender has agreed upon HK\$10,537,000 of the Outstanding Debts (the “**Settlement Amount**”) to be fully settled by the subscription for 105,370,000 new Shares at HK\$0.1 (the “**Settlement Price**”) per Settlement Share (as defined below) and the Company has agreed to allot and issue to the Lender the Settlement Shares (as defined below) upon the terms and subject to the conditions as set out in this Agreement.
- (C) The Company entered into a subscription agreement (the “**Subscription Agreement**”) with Abundance Development Limited (the “**Abundance**”), a company incorporated in the BVI with limited liability, dated the even date, pursuant to which the Company will allot and issue, and Abundance will subscribe in cash for 1,100,000,000 Shares at HK\$0.1 per Share (the “**Subscription Shares**”).
- (D) The Company entered into connected conversion agreements (collectively, the “**Connected Conversion Agreements**”) with (i) Mr. Wong Man Fai Mansfield and Mpplication Group Limited, a company incorporated in Hong Kong with limited liability and (ii) Mr. Lam Arthur, both dated the even date, respectively, pursuant to which the Company agreed to allot and issue 96,510,000, 10,080,000 and 20,154,000 Shares (the “**Conversion Shares**”) to Mr. Wong, Mpplication Group Limited and Mr. Lam Arthur, respectively, at HK\$0.1 per Share, in settlement of HK\$9,651,000, HK\$1,008,000 and HK\$2,015,400 due to them, respectively (the “**Connected Conversion**”).
- (E) The Company entered into individual settlement agreements (collectively, the “**Settlement Agreements**”) with each of Red Hill Investment (BVI) Limited, Ms. YU Sze Wan Gisela, Kedah Company Limited, First Fidelity Capital (International) Limited, Mr. Tong Man Chun and Ms. Wu Chit Wai, all dated the even date, respectively, pursuant to which the Company agreed to issue at HK\$0.1 per Share 105,370,000, 22,778,000, 50,000,000, 238,908,000, 12,068,000 and 45,072,000 Shares (the “**Settlement Shares**”) to Red Hill Investment (BVI) Limited, Ms. YU Sze Wan Gisela, Kedah Company Limited, First Fidelity Capital (International) Limited, Mr. Tong Man Chun and Ms. Wu Chit Wai, respectively in settlement of

HK\$10,537,000, HK\$2,227,800, HK\$5,000,000, HK\$23,890,800, HK\$1,206,800 and HK\$4,507,200 due to Red Hill Investment (BVI) Limited, Ms. YU Sze Wan Gisela, Kedah Company Limited, First Fidelity Capital (International) Limited, Mr. Tong Man Chun and Ms. Wu Chit Wai, respectively (the “**Settlement**”).

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals above), the following expressions shall, unless the context requires otherwise, have the following meanings:

“Agreement”	means	this agreement as amended or varied from time to time;
“Announcement”	means	the press announcement of the Company to be issued on behalf of the Company following the execution of this Agreement containing details of, among others, this Agreement in the agreed form subject to such modifications as the HKSE or the SFC may require;
“Articles”	means	the articles of association of the Company as the same may be amended from time to time;
“Completion”	means	completion of the Settlement;
“Completion Date”	means	the date on which Completion occurs, which shall be the third Business Day after all of the Conditions have been fulfilled by the Company, or waived by the Lender, as the case may be, or such later date as the Company and the Lender may mutually agree to in writing;
“Conditions”	means	the conditions to the Settlement as are more particularly set out in Clause 2;
“Disrupted Day”	means	a day on which a tropical typhoon warning signal No.8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. (3:00 p.m. if such day is the Completion Date);
“EGM”	means	the extraordinary general meeting to be held and convened for the Independent Shareholders to consider, and if thought fit, to approve the ordinary resolution(s) in respect of the Subscription Agreement, the Connected Conversion Agreements, the Settlement Agreements, and the transactions contemplated thereunder, including the granting of Specific Mandate and the Whitewash Waiver (as defined in the Connected Conversion Agreements);
“Executive”	means	the Executive Director of the Corporate Finance Division of the SFC or any of his delegate;
“HK\$”	means	Hong Kong Dollars, the lawful currency of Hong Kong;
“Hong Kong”	means	the Hong Kong Special Administrative Region of the

PRC;

“Independent Shareholders”	means	shareholder(s) other than (i) Abundance and its associates; (ii) Mr. Lam Arthur; (iii) any parties acting in concert with Abundance and Mr. Lam Arthur (including Ms. Yeung Betty); and (iv) those who are involved or interested in the Subscription Agreement, the Connected Conversion Agreements, the Settlement Agreements and the transactions contemplated thereunder, including the granting of Specific Mandate and/or the Whitewash Waiver (as defined in the Connected Conversion Agreements);
“Long Stop Date”	means	31 December 2021, or such later date as the parties to this Agreement may agree;
“Memorandum”	means	the memorandum of association of the Company as the same may be amended from time to time;
“Settlement”	means	the subscription of the Settlement Shares by the Lender in the full and final settlement of the Settlement Amount;
“Settlement Price”	means	HK\$0.1 per Settlement Share;
“Settlement Shares”	means	105,370,000 new Shares to be issued to the Lender;
“Shares”	means	the ordinary share(s) in the existing capital of the Company from time to time, including the new Shares to be issued pursuant to the Subscription Agreement, the Connected Conversion Agreements and the Settlement Agreements;
“Specific Mandate”	means	the specific mandate to be sought at the EGM to grant the authority to the Board for the allotment and issue of the Subscription Shares, the Conversion Shares and/or the Settlement Shares from the Independent Shareholders;
“Subsidiary”		has the same meaning as in the Companies Ordinance as at the date hereof;
“Takeovers Code”	means	the Codes on Takeovers and Mergers and Share Buy-backs
“Taxation” and Tax”	means	all forms of taxation whether of Hong Kong or elsewhere in the world whenever imposed and all statutory, government, state, provincial, local governmental or municipal impositions, duties and levies and all penalties, charges, costs and interests relating thereto;
“Warranties”	means	the representations, warranties and undertakings on the part of the Company given pursuant to Clauses 5.1 to 5.3

and contained in Schedule 1, and the representations, warranties and undertakings on the part of the Lender given pursuant to Clauses 5.4 to 5.6 and Clauses 6.1 to 6.3;

“Whitewash Waiver” means a waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code of the obligations on the Concert Group (as defined in the Takeovers Code) to make a mandatory general offer under Rule 26 of the Takeovers Codes for all the issued new Shares of the Company (not already owned or agreed to be acquired by the Concert Group) as a result of the completion of the Subscription Agreement and the Connected Conversion Agreements

1.2 Construction and Certain References

- (a) Any reference to a document being **“in the agreed form”** means in the form of the document or the draft thereof signed or identification on behalf of the Company and the Lender with (in the case of a draft) such alterations (if any) as may be agreed between the Company and the Lender.
- (b) References in this Agreement to persons include references to bodies corporate and references to the singular include references to the plural and vice versa.
- (c) References to Recitals and Clauses are references to the recitals and clauses of this Agreement.
- (d) In this Agreement (save as otherwise expressly stated herein), references to any statute, statutory provision or Listing Rule includes a reference to that statute, statutory provision or Listing Rules as from time to time, amended, extended or re-enacted.

1.3 Headings

Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

2. CONDITIONS TO THE SETTLEMENT

2.1 Completion of the Settlement is conditional upon :

- (a) the passing of the resolution(s) at the EGM by the Independent Shareholders to approve the Settlement Agreements and the transactions contemplated thereunder, including the granting of the Specific Mandate to allot and issue the Settlement Shares under the Settlement Agreements ;
- (b) the HKSE granting or agreeing to grant a listing of, and permission to deal in, the Subscription Shares, the Conversion Shares and the Settlement Shares to be issued (and such listing and permission not being subsequently revoked prior to Completion);

- (c) the passing of the resolution(s) at the EGM by the Independent Shareholders to approve the Subscription Agreement and the transactions contemplated thereunder, including the granting of the Specific Mandate to allot and issue the Subscription Shares and the Whitewash Waiver;
 - (d) the passing of the resolution(s) at the EGM by the Independent Shareholders to approve the Connected Conversion Agreements and the transactions contemplated thereunder, including the granting of the Specific Mandate to allot and issue the Conversion Shares and the Whitewash Waiver (as defined in the Connected Conversion Agreements);
 - (e) the Executive Director of the Corporate Finance Division of the SFC or any of his delegate granting a Whitewash Waiver in respect of the transactions contemplated under the Subscription Agreement and the Connected Conversion Agreements;
 - (f) the Company not having received written notice from the HKSE indicating that the listing of the Shares on the HKSE would be suspended, revoked or withdrawn; and
 - (g) the Warranties remain true, accurate and complete in all material respects immediately before the satisfaction of the last of the Conditions (other than the condition set out in this sub-clause (g)).
- 2.2 Save for the Conditions as stated in Clause 2.1 (g), which can be waived by the Lender or the Company (as the case may be), none of the Conditions as stated in Clause 2.1 can be waived by the Lender or the Company. If any of the Conditions as stated in Clauses 2.1 (a) to (f) are not satisfied, and in the case of Clause 2.1 (g), not satisfied or waived by the Lender or the Company (as the case may be), by the Long Stop Date (or such later time and/or date as the parties may agree in writing), this Agreement shall terminate forthwith, in which case Clause 7.2 shall apply.

3. THE SETTLEMENT

- 3.1 Subject to and in accordance with the terms and conditions set out in this Agreement, the Lender agrees to subscribe for 105,370,000 Settlement Shares at the Settlement Price and the Company agrees to allot and issue 105,370,000 Settlement Shares to the Lender in the full and final settlement of all the Settlement Amount, subject to the provisions of the Memorandum and the Articles on Completion.
- 3.2 The Lender and the Company confirm and acknowledge that immediately after the Settlement, they agreed to set-off the Settlement Amount indebted and owed by the Company to the Lender against the Settlement Price payable by the Lender to the Company under the Settlement, such that after the Settlement the Company has been discharged and released from all obligations for repayment of the Settlement Amount.
- 3.3 Nothing herein contained shall prejudicially affect the right of the Lender to recover from the Company in respect of the remaining balance of the Outstanding Debts and interest thereon and such outstanding amount shall be fully repaid in cash upon Completion.

- 3.4 Subject to the Completion taking place on or before the Long Stop Date, the Lender and the Company further confirm and acknowledge that (i) no interest will accrue and be payable on the Settlement Amount from and after 15 September 2021; (ii) the Lender will not make any demand or take steps to enforce the repayment of the whole or any part of the Settlement Amount from the date of this Agreement and up to the date of the Completion or the Termination of this Agreement; and (iii) the Lender will waive at the Completion of the Settlement any of the Settlement Amount due as at the of this Agreement which exceeds the aggregate Settlement Price of the Settlement Shares issuable to it.
- 3.5 The Settlement Shares shall be issued free from all charges, liens, options, encumbrances, equities and other claims and interests and with all rights attaching thereto and shall rank pari passu in all respects inter se and with all existing Shares in issue as at the date of the Completion, including all rights as to dividends, voting and return of capital.

4. COMPLETION OF THE SETTLEMENT

- 4.1 Completion of the Settlement shall take place at the office of the Company on the Completion Date, or the next Business Day thereto if the intended Completion Date being a Disrupted Day, when all (but not part only) of the following business shall be transacted:
- (a) the Lender shall deliver to the Company an application for the Settlement Shares in a form to the reasonable satisfaction of both the Company and the Lender;
 - (b) the Company shall deliver to Lender and/or its nominees definitive share certificates for the Settlement Shares in board lots in denominations of 2,000 Shares per lot issued in the name of the Lender and/or its nominees and in accordance with instructions given in the application to be delivered as referred to above or, if so required by the Lender, share certificates in respect of the Settlement Shares subscribed by the Lender to the depositary for HKSCC Nominees Limited for credit to such CCASS participants' accounts or investor participants' accounts as may be designated by the Lender; and
 - (c) the Company shall procure the specimen signature of the Lender be registered with the Share Registrar of the Company.
- 4.2 The Subscription Agreement, the Connected Conversion Agreements and the Settlement Agreements are inter-conditional, and the Completion, the completion of the Subscription and the completion of the Connected Conversion shall take place simultaneously.

5. COMPANY'S WARRANTIES, UNDERTAKINGS AND INDEMNITIES

- 5.1 The Company hereby represents, warrants and undertakes to the Lender that the terms set out in Schedule 1 are true, accurate and not misleading in all material respects on the date of this Agreement and up to the Completion Date.

- 5.2 The Company undertakes to notify the Lender immediately in writing of any matter or event which becomes known to it prior to the Completion which shows any Warranties given by it to be or to have been untrue or inaccurate in any material respect.
- 5.3 The Company undertakes to the Lender that :
- (a) it shall comply in all material respects with the terms and conditions of the Settlement applicable to it;
 - (b) it shall procure to do all such acts and things as may reasonably be required to be done by it in relation to the Settlement
 - (c) it shall use reasonable endeavours to comply with the laws of Hong Kong and the Cayman Islands and all requirements of the HKSE and the SFC in order to enable the listing of the Shares to be maintained; and
 - (d) save for the transactions contemplated hereunder and the transactions contemplated under the Subscription Agreement and Connected Conversion Agreements, it shall not create, allot or issue any securities of the Company prior to the Completion.
- 5.4 For the purpose of this Clause 5, the Lender shall not be entitled to make any claim against the Company:
- (a) in respect of any fact which has been publicly announced or disclosed in writing specifically to the Lender prior to the date of this Agreement;
 - (b) if the claim would not have arisen but for a change in legislation announced or enacted after the Completion Date (whether relating to taxation, rates of taxation or otherwise) whether or not the change purports to be effective retrospectively in whole or in part; and
 - (c) where the amount of any individual claim is less than HK\$300,000.00, save that the Company shall be liable for claims which, if calculated on an individual basis, would be less than HK\$300,000.00 but which would in aggregate exceed HK\$300,000.00.
- 5.5 Subject to clause 7.2(b) below, in the event that the aggregate amount of claims of the Lender made under or pursuant to this Agreement against the Company in relation to the Settlement exceeds an amount equal to the Settlement Amount, no claim shall be made as to the excess.
- 5.6 No claim shall be made by the Lender under this Agreement against the Company after a period of 24 months from the Completion Date in relation to the Settlement unless a demand in writing has been served on the Company prior to the expiry of such 24 months' period and legal proceedings in respect of such claim have been commenced within 24 months from the date of the said demand.
- 5.7 The Warranties given by the Company are given as at the date of this Agreement and will be deemed to be repeated at Completion with reference to the facts and circumstances then subsisting.

5.8 Each of the Warranties shall be construed as a separate Warranty and (save as expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranties or any other term of this Agreement.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE LENDER

6.1 The Lender hereby represents, warrants and undertakes to the Company that the following terms are true, accurate and not misleading in all material respects on the date of this Agreement:-

- (a) it shall, and shall procure its nominee(s) to accept the Settlement Shares subject to the provisions of the Articles;
- (b) it shall subscribe the Settlement Shares on its own account and not for any third party;
- (c) the Lender is at the date hereof, and as at the Completion Date will still be, a company duly incorporated and validly existing under the laws of its place of incorporation;
- (d) the Lender has full power and authority to enter into and perform its obligations under this Agreement and this Agreement when duly executed will constitute legally binding obligations of the Lender;
- (e) all necessary approvals, consents, authorisations and licences required to be obtained by the Lender or its nominee (where applicable) in relation to the execution of this Agreement and the performance of this Agreement, including the Settlement, will have been obtained upon Completion;

the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by the Lender will not result in the breach or cancellation or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Lender is a party or by which the Lender or its property or assets may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Lender.

6.2 The Lender hereby irrevocably agrees that its name can be mentioned and a description of this Agreement can be made in the Announcement and any other announcements, circulars, notices, publications and statements made in compliance with the applicable laws, rules and regulations in such manner as the Company may reasonably think fit.

6.3 The Lender shall procure that all information and documents relating to it reasonably required by the Company for the purpose of:

- (a) preparing any announcement(s) and/or circular(s) required pursuant to the Listing Rules or the Takeovers Code or at the request of the HKSE or the SFC to be made by the Company in connection with the transactions contemplated by this Agreement; and

- (b) as otherwise may reasonably be required by the HKSE or the SFC for the purposes of its vetting of any document referred to in Sub-clause (a) and/or answering any enquiries made by the HKSE or the SFC in relation to this Agreement and/or the transactions contemplated hereunder,

is made available to the Company and its respective advisers in a timely manner upon request for such information and/or documents by the Company.

- 6.4 The representations, warranties and undertaking contained in this Clause 6 shall remain in full force and effect notwithstanding Completion. The Lender hereby undertakes to notify the Company of any matter or event coming to its attention prior to Completion which shows any relevant representation or warranty to be or to have been untrue or inaccurate at the date hereof or at any time prior to Completion.
- 6.5 The Warranties given by the Lender are given as at the date of this Agreement and will be deemed to be repeated at Completion with reference to the facts and circumstances then subsisting.

7. EVENTS OF TERMINATION

- 7.1 Notwithstanding anything contained in this Agreement, if at any time on or prior to 4:00 p.m. on the Completion Date (or such later time and/or date as the parties may agree in writing) any material breach of any of the Warranties comes to the knowledge of the Lender or the Company, then and in such case, the Lender or the Company may after consultation with the other party (to the extent that the same is reasonably practicable) terminate its duties or obligation under this Agreement subject only to the provisions of Clause 7.2 and without any further liability and/or obligations to the other party by giving notice in writing to the other party, provided that such notice is received prior to 4:00 p.m. on the Completion Date (or such later time and/or date as the parties may agree in writing).
- 7.2 Effect of Termination

In the event that this Agreement is terminated pursuant to Clauses 2.2 and/ or 7.1 :-

- (a) all obligations of parties to this Agreement hereunder shall cease and determine and no party hereto shall have any claim against any other in respect of any matter arising out of or in connection with this Agreement except for any antecedent breach of any obligation under this Agreement; and
- (b) the Company shall repay the Lender the Settlement Amount on or before 28 February 2022.

8. PRESS ANNOUNCEMENT AND CONFIDENTIALITY

The Company shall use its reasonable endeavours to cause the Announcement to be published in English and in Chinese following the date of this Agreement. Subject thereto, the parties to this Agreement shall keep the contents of this Agreement confidential and the Company shall not make any public announcement or communication regarding the Settlement at any time before the Completion Date,

unless otherwise required by law or the Listing Rules or the Takeovers Code or requested by the HKSE or the SFC.

9. FURTHER ASSURANCE

The Company undertakes to the Lender to execute and perform such further documents and acts as the Lender may reasonably require to give effect to the provisions of this Agreement and, in particular, effectively to allot and issue to, and vest in the Lender the legal and beneficial ownership of, the Settlement Shares.

10. GENERAL

- 10.1 Any variation to this Agreement shall be binding only if recorded in a document signed by the parties hereto. Unless expressly agreed by the parties hereto, no variation of this Agreement shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities of the parties under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.
- 10.2 Any time, date or period mentioned in this Agreement may be extended by written agreement of the parties but as regards any time, date or period (originally fixed or extended from time to time as aforesaid), time shall be of the essence.
- 10.3 The rights and remedies provided in this Agreement are cumulative and not exclusive of (and shall not be construed to limit, affect or prejudice) any other rights or remedies available to the parties hereto and shall survive and not be affected by Completion.
- 10.4 No failure by any party to exercise, and no delay on its part in exercising, any right hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against any person under the same liability whether joint, several or otherwise.
- 10.5 None of the parties may assign or transfer any of their rights or obligations under this Agreement.
- 10.6 This Agreement and any other documents referred to in this Agreement, constitute the entire agreement between the parties relating to the Settlement and supersedes all previous agreements between the parties or any of them in relation to the subscription of the Settlement Shares.
- 10.7 If at any time any provision of this Agreement is or becomes illegal, invalid and unenforceable in any respect under law of any jurisdiction, then such provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The parties shall then use all reasonable endeavours to replace the illegal, invalid or unenforceable provisions by a legal, valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the illegal, invalid or unenforceable provision.

10.8 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original binding on the party who shall have executed it, but all of which together constitute one and the same instrument.

11. NOTICE

11.1 All notices required or permitted to be given hereunder shall be given in writing in English delivered personally or sent by pre-paid registered post or by facsimile or by email to the party due to receive such notice at its address or facsimile number or email address set out herein, or to such other address and/or facsimile number or email address as the relevant party shall have notified to the other parties hereto in accordance with the terms hereof.

The Lender

Address : Unit 704, 7/F., Concordia Plaza, No. 1 Science Museum Rd., TST East, KLN, H.K.
Facsimile No. : +852 2827 8300
Email : kenyuinfo@gmail.com
Attn. : YU Kai Kwong Ken

The Company

Address : 15/F, Chinachem Century Tower, 178 Gloucester Road, Wanchai, Hong Kong
Facsimile No. : +852 2121 8022
Email : mansfieldwong@synergy-group.com
Attn. : WONG Man Fai Mansfield

11.2 A notice or other communication that complies with Clause 11.1 will be effective when given, and is deemed to have been given:

- (a) if delivered by hand, courier, fax or email at the time of delivery or completion of transmission, except as provided in Clause 11.3; and
- (b) if sent by recorded delivery post (i) to an address within the same country as the place of posting, at 9.00 am on the second Business Day after the day of posting; (ii) to an address outside the country of the place of posting, at 9.00 am on the fifth Business Day after the day of posting.

11.3 Effect of delivery by hand, courier, fax or email after 6.00 pm or on a non-Business Day:

- (a) If deemed delivery under Clause 11.2(a) occurs before 9.00 am on a Business Day, the notice or other communication is deemed delivered at 9.00 am on that day.

- (b) If deemed delivery under Clause 11.2(a) occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, the notice or communication is deemed to have been given at 9.00 am on the next Business Day.

11.4 In this clause, a reference to time is to local time in the country in which the recipient of the notice or communication is located.

11.5 A party may notify the other party of a change to any of the details for it referred to in Clause 11.1. The notice must comply with the terms of Clause 11.1 and must state the date on which the change is to occur. That date must be on or after the third Business Day after the date on which the notice is delivered.

12. GOVERNING LAW

This Agreement is governed by and must be interpreted in accordance with Hong Kong law.

13. ENFORCEMENT

13.1 Jurisdiction

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a “**Dispute**”).
- (b) The parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Agreement will argue to the contrary.

13.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each of the parties irrevocably agrees that its service address in Hong Kong set out in Clause 11 of this Agreement shall be an effective address for service on it in relation to any proceedings before the Hong Kong courts in connection with this Agreement.

14. THIRD PARTY RIGHTS

14.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce this Agreement.

IN WITNESS whereof this Agreement has been duly executed the day and year first before written.

For and on behalf of
Red Hill Investment BVI Limited

Signed by: _____

Name: YU Kai Kwong Ken

Title: Director

For and on behalf of **Synergy Group Holdings International Limited**

Signed by: _____

Name: _____

Title: _____

SCHEDULE 1

WARRANTIES

- (a) the matters (to the extent that they relate to the Company) set out in Recitals are true and accurate;
- (b) the Settlement Shares will be allotted and issued in accordance with the Memorandum and Articles, all relevant laws of Hong Kong and the Cayman Islands and the rules and regulations of the HKSE and will rank pari passu in all respects inter se and with all other Shares in issue as at the Completion Date;
- (c) the Company has full power and authority to allot and issue the Settlement Shares and does not require the consent thereto of any other party (save the approval and consents referred to in Clause 2.1);
- (d) No order has been made or petition presented or resolution passed for the winding up of the Company, nor has any distress, execution or other process been levied against the Company or action taken to repossess goods in the possession of the Company.
- (e) No steps have been taken for the appointment of an administrator or receiver of any part of the property or undertaking of the Company.
- (f) subject to the Conditions, all authorities necessary to enable the Settlement Shares to be allotted and issued by the Company to the Lender have been obtained;
- (g) subject to the Conditions, the Company has power to enter into this Agreement and this Agreement has been duly authorised (except for the satisfaction of the Conditions) and executed by, and constitutes legally binding obligations of the Company and the creation of the Settlement Shares and their allotment and issue pursuant to this Agreement will not cause any material breach of any agreement to which the Company and/or any of its subsidiaries is a party or by which it is or any of them is bound and will not infringe or exceed any limits on, powers of, or restrictions on or the terms of any contract, obligations or commitment whatsoever of, the Company and/or any of its subsidiaries and/or their respective boards of directors;
- (h) the Settlement Shares will on allotment and issue be fully paid at the Settlement Price per Share and free from all liens, charges, encumbrances and third party rights of whatsoever nature and together with all rights attaching thereto at the Completion Date including the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Shares, the record date for which shall fall on or after the Completion Date;
- (i) the Company is duly incorporated in and under the laws of its place of incorporation;
- (j) the Company will not from the date hereof enter into any contract or commitment with, any other person with a view to a transaction taking place which would preclude or materially restrict or delay the transaction contemplated under this Agreement;
- (k) the Announcement contains and will contain all information required to be set out therein under the Listing Rules and all other applicable codes, regulations (whether or

not having the force of law) and legislation in Hong Kong and the Cayman Islands in all material respects;

- (l) the execution, delivery and performance of this Agreement and the carrying out of the transactions contemplated by this Agreement do not involve any violation of, breach of or default under the documents constituting the Company;
- (m) the Company shall not from the date hereof until after completion of the Settlement issue any Shares or issue or grant any share options or other securities convertible into, exchangeable for or which carry rights to acquire Shares.