

DATE: 21 August 2020

**SYNERGY GROUP HOLDINGS
INTERNATIONAL LIMITED**
(as “Company”)

AND

CHAOSHANG SECURITIES LIMITED
(as “Placing Agent”)

PLACING AGREEMENT

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THIS AGREEMENT is made on the 21 August 2020

BETWEEN:

- (1) **SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED** (滙能集團控股國際有限公司), a company incorporated in the Cayman Islands with limited liability whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and its principal place of business at Room 404B, 4/F, Block B, Seaview Estate, Nos. 4-6 Watson Road, North Point, Hong Kong, and whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Company**”); and
- (2) **CHAOSHANG SECURITIES LTD**, a company incorporated under the laws of Hong Kong and the registered office of which is at Room 2206-10, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (the “**Placing Agent**”).

WHEREAS:

- (A) The Company has at the date of this Agreement, has an authorised share capital of HK\$500,000,000 divided into 50,000,000,000 ordinary shares of HK\$0.01 each, of which 550,000,000 ordinary shares have been issued and are fully paid up or credited as fully paid up.
- (B) At the annual general meeting of the Company held on 16 September 2019, a resolution was passed pursuant to which a general mandate was unconditionally granted to the directors of the Company to allot, issue and deal with new Shares not exceeding 20% of the number of the then issued shares of the Company, i.e. a total of 110,000,000 Shares. No new Shares were issued under the above general mandate since 16 September 2019.
- (C) All the issued Shares are currently listed on the Main Board of the Stock Exchange (stock code: 1539).
- (D) The Company proposes to offer for subscription and the Placing Agent has agreed to procure subscriptions for the Placing Shares on a best endeavour basis on the terms and subject to the condition hereinafter mentioned.
- (E) The Placing Shares will be issued pursuant to the general mandate granted to the directors of the Company at the annual general meeting of the Company held on 16 September 2019.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following expressions (except where the context otherwise requires) shall have the respective meanings set out below:

“Admission”	the granting by the Listing Committee or the Division of listing of, and permission to deal in, all of the Placing Shares and other approval as may be required for the Placing (and “Admitted” shall be construed accordingly)
“Announcement”	the announcement proposed to be issued by the Company as soon as practicable following the execution of this Agreement (subject to such amendments as may be required in response to the questions from the Stock Exchange)
“Board”	the board of directors of the Company
“Business Day”	any day (not being a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Completion”	completion of the Placing as provided in Clause 7
“Completion Date”	the date of Completion
“Division”	the Listing Division of the Stock Exchange
“Main Board”	the Stock Market (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the GEM Board of the Stock Exchange.
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange (as amended, supplemented or otherwise modified from time to time)
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Committee”	the listing sub-committee appointed by the Stock Exchange for considering applications for the Admission

“Placee(s)”	any individuals, corporate, institutional investors or other professional investors procured by or on behalf of the Placing Agent to subscribe for any of the Placing Shares pursuant to the Placing Agent’s obligations hereunder
“Placing”	the offer by way of private placing of the Placing Shares by or on behalf of the Placing Agent to the Placee(s) on the terms and subject to the condition set out in this Agreement
“Placing Letter(s)”	the placing letter in substantially the form set out in Schedule 1 to be issued by each Placing Agent to the proposed Placee(s) whom the relevant Placing Agent has arranged to subscribe or the Placing Shares, confirming the terms and conditions upon which they have agreed to subscribe for such Shares
“Placing Price”	the price of HK\$0.166 per Placing Share
“Placing Shares”	up to 110,000,000 new Shares to be allotted and issued pursuant to the terms and condition of this Agreement which will rank pari passu in all respects with the Shares in issue as at the date of allotment of the Placing Shares
“SFC”	the Securities and Futures Commission of Hong Kong
“Share(s)”	share(s) in the issued capital of the Company or if there has been a subsequent sub-division, consolidation, reclassification or reconstruction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

1.2 Words and expressions defined in the Companies Ordinance shall unless the context otherwise requires have the same meanings in this Agreement.

1.3 In this Agreement, including the Recitals:

- (1) references to recitals, clauses and paragraphs (other than to a schedule to a statutory provision) are to recitals, clauses and paragraphs of this Agreement;
- (2) a reference to a statute or statutory provision includes a reference:
 - (a) to that statute or statutory provision as from time to time modified or re-enacted;

- (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) to any subordinate legislation made under the relevant statute;
- (3) references to the singular include references to the plural and vice versa;
- (4) references to any gender include references to all genders;
- (5) references to persons include references to bodies corporate, unincorporated associations and partnerships; and
- (6) headings to clauses are for convenience only and do not affect interpretation of this Agreement.

2. APPOINTMENT OF THE PLACING AGENT

- 2.1 The Company hereby appoints the Placing Agent, upon and subject to the terms and conditions of this Agreement, as its placing agent to procure not less than six Placee(s) at the Placing Price (together with brokerage (if any), such transaction levy as may be payable by the Placee(s) to the SFC for the Placing Shares and such trading fee as may be payable by the Placee(s) to the Stock Exchange for the Placing Shares) for the Placing Shares on a best endeavour basis. The Placing Shares shall be offered by way of Placing Letter(s) by the Placing Agent to the Placee(s) (other than as agreed between the Placing Agent and the Company). The Placing Agent may in turn appoint its sub-placing agent(s) to procure the purchasers to subscribe for the Placing Shares. The Placing Agent confirms and undertakes that it shall require any sub-placing agent or other person through whom it may effect the placing of Placing Shares or offer any placing of Placing Shares to observe the provisions of this Agreement. All fees of such sub-placing agents shall be paid and borne absolutely by the Placing Agent.
- 2.2 Subject as provided in this Agreement, any transaction legally, properly and reasonably carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Company and as its Placing Agent and not on account of or for the Placing Agent. The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage arising out of any fraud, willful default or gross negligence on the part of the Placing Agent, or as a result, directly or indirectly, of any non-compliance by the Placing Agent with its obligations under this Agreement) to the Company arising from any such transaction or for any alleged insufficiency of the price at which the Placing Shares are sold hereunder.
- 2.3 The Company hereby confirms that the foregoing appointment confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or reasonably incidental to, the Placing and the Company hereby approves, confirms and ratifies all such actions as may have been legally, duly, properly and reasonably taken by the Placing Agent (and/ or any sub-placing agent). The Company agrees, promptly on request by the Placing Agent to execute or do, or procure that there shall be executed and done, all such documents, and things as the relevant Placing Agent may reasonably deem necessary for such purpose.

2.4 The Placing Agent undertakes to the Company that it shall:

- (1) procure Placee(s) only in the course of communications with them over the telephone and without the despatch of documents until after legally binding commitments (which shall in all cases be conditional on the condition set out in Clause 3.2 of this Agreement to the extent that such condition has not been satisfied) to subscribe for the Placing Shares have been obtained from each Placee(s) in the course of such communications;
- (2) confine all statements it makes during the course of these communications strictly within the limits of the information contained in the Announcement; and
- (3) the Placing shall be confirmed by the Placing Letter(s).

3. CONDITION

3.1 The offer of Placing Shares to Placee(s) by the Placing Agent shall be conditional upon this Agreement not having been terminated prior to Completion.

3.2 The obligations of the Placing Agent under Clause 2 and the obligations of the Company under Clause 7 are conditional upon the Admission being obtained by 5:00 p.m. on 4 September 2020 or such later date as the parties hereto may agree in writing.

3.3 Each of the Company and the Placing Agent shall use their respective best endeavours to procure the satisfaction of the condition set out in Clause 3.2 by the time stated therein or such later date as the parties hereto may agree in writing, but if the condition shall not be so satisfied, all obligations of the Placing Agent and of the Company hereunder shall cease and determine and none of the parties hereto shall have any claim against the other in relation thereto save in respect of any antecedent breach of any obligation under this Agreement.

4. DELIVERY OF DOCUMENTS

The Company shall as soon as practicable following execution of this Agreement deliver or procure to be delivered to the Placing Agent (to the extent that the Placing Agent has not already received the same) a certified copy of the minutes of the meeting of the Board at which resolutions were passed approving and authorising the application for the Admission, the publication of the Announcement and the execution and completion of this Agreement by the Company.

5. ANNOUNCEMENT

The Company shall release the Announcement for publication as soon as practicable after execution of this Agreement, amended as may be agreed between the Company and the Stock Exchange.

6. LISTING

The Company undertakes to the Placing Agent that it will apply to the Listing Committee for the Admission and the Placing Agent agrees to sign any documents or take any action as may be required in connection with such application for the Admission.

7. COMPLETION

7.1 Completion shall take place at 4:00 p.m. at the office of the Placing Agent on the fourth Business Day after the fulfillment of the condition set out in Clause 3 (or such other date as the parties hereto may agree in writing).

7.2 As soon as practicable and in any event no later than the day which is three Business Days before the Completion Date, the Placing Agent shall deliver to the Stock Exchange (and/or the SFC, if requested) details of the Placee(s) procured by it to subscribe for the Placing Shares including, inter alia, their names and addresses and the number of Placing Shares which they have respectively agreed to subscribe, and (if requested by the Stock Exchange and/or the SFC) together with acknowledgments signed by each of the Placees confirming, inter alia, that such Placee (and any of their nominees or beneficial owners) is independent of and not connected with the Company, any promoter(s), director(s), supervisor(s), chief executive(s), substantial shareholder(s) (as defined in the Listing Rules) of the Company or any of its subsidiaries or their respective associates (as defined in the Listing Rules).

7.3 At Completion:

- (1) the Placing Agent shall deliver to the Company by cashier order payable in Hong Kong dollars or make available to the Company or its subsidiaries by telegraphic transfer or bank transfer immediately available cleared fund to an account of the Company (or its nominee) maintained with the Placing Agent or as the Company may direct such sum equivalent to the aggregate amount payable for the total number of Placing Shares placed by the Placing Agent less all fees payable to the Placing Agent under Clause 10 or in the event that the Company and the Placing Agent agree to effect Completion through CCASS, on a delivery against payment basis at CCASS;
- (2) the Company shall allot and issue the Placing Shares to the Placee(s) and/or the Placing Agent in accordance with the details delivered by the Placing Agent to the Company pursuant to Clause 7.2 and shall promptly thereafter register such Placee(s) and/or the Placing Agent as holders of the Placing Shares; and
- (3) on the day of Completion (or, if later, immediately following deposit of the sum into the account of the Company (or its nominee) referred to in Clause 7.3(1)), the Company shall deliver or cause to be delivered to the Placing Agent the share certificates in respect of the Placing Shares placed by it (each in a form complying with the Listing Rules) in favour of the persons so registered pursuant to Clause 7.3(2) and in accordance with their respective entitlements thereto or, where the Placing Agent has designated an investor participant or

CCASS participant stock account for deposit of the Placing Shares, evidence to the satisfaction of the Placing Agent that such documents and instructions required to effect the crediting of such Placing Shares in favour of the persons so registered have been signed or given, as the case may be.

8. REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to the Placing Agent that:

- (1) the Company is duly incorporated and is validly existing under the laws of the Cayman Islands;
- (2) the entire existing issued share capital of the Company is listed on the Main Board;
- (3) subject to the fulfillment of the condition set out in Clause 3.2, the Company has full power and authority to issue the Placing Shares;
- (4) subject to the fulfillment of the condition set out in Clause 3.2, the issue of the Placing Shares will not cause any breach of any agreement to which it is a party or by which it is bound and will not infringe or exceed any limits on, powers of, or restrictions on the terms of any contract, obligation or commitment of the Company, the effect of such breach is to materially and adversely affect the financial condition of the Group (taking as a whole);
- (5) with respect to all announcements, circulars, interim and annual reports issued by the Company to the Stock Exchange and/or the shareholders of the Company since the publication of the announcement of the Company relating to the annual results of the Company for the year ended 31 March 2020 (the “**Previous Announcements**”), all statements of fact contained therein were true, accurate and not misleading in any material respect and all expressions of opinion or intention contained therein were made on reasonable grounds after due and careful enquiries and were truly and honestly held by the directors of the Company and were fairly based and there were no other facts known to the directors of the Company the omission of which would make any such statement or expression in any of the Previous Announcements misleading in any material respect;
- (6) save as disclosed in the Previous Announcements, the Company has not received any notice from the Stock Exchange, the SFC or other regulatory bodies alleging that it is in breach of any rules, regulations or requirements of the Stock Exchange, the SFC and such regulatory bodies and which would materially and adversely affect the financial condition of the Group (taken as a whole);
- (7) save as disclosed in the Previous Announcements or disclosed to the Placing Agent, the Group is not engaged in any litigation, arbitration or governmental proceeding which (individually or in aggregate) is likely to have a significant

effect on the financial or trading position of the Group and no such litigation, arbitration or proceeding are threatened in writing or pending;

- (8) the Placing Shares, when issued, will be fully paid up and will rank pari passu in all respects with the other Shares in issue as at the date of allotment and issue of the Placing Shares and the Placing Shares, when issued, will be free from all liens, charges, encumbrances, claims, options or other third-party rights together with all rights attaching thereto as at the date of allotment and issue of the Placing Shares;
- (9) the Company shall not, and shall procure that no member of the Group shall at any time prior to or on the Completion Date, do or omit to do anything which may cause any of the representations, warranties and undertakings set out in this Clause to be untrue in any material respect; and
- (10) the foregoing representations, warranties and undertakings shall be deemed to be repeated on the Completion Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting and shall remain in full force and effect notwithstanding Completion. The Company undertakes to notify the Placing Agent of any matter or event coming to its attention prior to the Completion Date which shows any of the representations, warranties and undertaking to be or to have been untrue, inaccurate or misleading in any material respect.

9. INDEMNITY

9.1 The Company undertakes to indemnify the Placing Agent, against all or any reasonable costs, expenses (including reasonable and proper legal fees), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, reasonable costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing their rights to be indemnified pursuant to this Clause and/or in seeking advice in relation to any proceedings) brought or established against either of the Placing Agent by any Placee or by any governmental agency, regulatory body or other person:

- (1) arising out of or in connection with any breach of any of the warranties and representations contained in Clause 8; or
- (2) which are directly occasioned by or resulting from or attributable to the performance by the Placing Agent of its obligations under this Agreement,

and which does not in any such case arise from the Placing Agent's negligence, breach of this Agreement, fraud, gross negligence or willful default, or arise from, directly or indirectly, any non-compliance by the Placing Agent with its obligations under this Agreement.

10. PLACING COMMISSIONS AND EXPENSES

10.1 In consideration of the services of the Placing Agent in relation to the Placing and provided that Completion of this Agreement occurs in accordance with Clause 7, the Company shall pay to the Placing Agent a commission, in Hong Kong dollars, of 3 per

cent (3%) of the aggregate Placing Price of the Placing Shares placed by the Placing Agent on behalf of the Company in pursuance of its obligations herein which the Placing Agent is hereby authorized to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 7.3(1).

- 10.2 The Company will be responsible to pay all costs and expenses (including legal expenses) incurred by it in connection with:
- (1) the preparation and release of the Announcement and the negotiation, preparation and completion of this Agreement; and
 - (2) the issue of the Placing Shares (excluding any trading fee and transaction levy as may be payable by the Placee(s) to the Stock Exchange and the SFC respectively for the Placing Shares).
- 10.3 The Placing Agent shall be liable for its own legal and other professional advisers fee and out-of-pocket expenses incurred in connection with the Placing and associated transactions.

11. ANNOUNCEMENTS

Subject to any requirements of the Stock Exchange or other regulatory authorities, none of the parties hereto shall, directly or indirectly, make any announcement or communication other than the Announcement in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

12. UNDERTAKINGS BY THE PLACING AGENT

- 12.1 The Placing Agent represents, warrants and undertakes to the Company that:
- (1) it has full power and authority to enter into this Agreement and has completed all necessary corporate action, and obtained all other consents and approvals, required to authorise the execution and performance of this Agreement;
 - (2) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares the Placing Agent will do so in accordance with all relevant laws or regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meanings of the Companies Ordinance or in any other place or in any manner in which the securities laws or regulations of any place may be infringed;
 - (3) it will use its best endeavours to ensure that it receives a written confirmation from each Placee that such Placee and (where applicable) its ultimate beneficial owner(s) are independent of and not connected with the directors, chief executive or substantial shareholders of each of the Company, its subsidiaries and their respective associates, in accordance with the Listing Rules, and that such Placee and (where applicable) its ultimate beneficial owner(s) is not acting in concert with other Placees in relation to the control of the Company within the meaning of the Hong Kong Codes on Takeovers and Merger

(“**Takeovers Code**”). For the purpose of this Clause, “**substantial shareholder**” and “**connected person**” shall have the meaning ascribed thereto under the Listing Rules and “**acting in concert**” shall have the meaning ascribed thereto under the Takeovers Code;

- (4) that it and its ultimate beneficial owners is independent of and not connected with the Company and their connected persons, directors, chief executives or substantial shareholders (as defined in the Listing Rules) of the Company and any of their respective subsidiaries or associated companies or any of their respective associates (as defined in the Listing Rules);
- (5) the Placing Agent shall make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, to the Stock Exchange and the SFC or any other regulatory authority all information in relation to the Placee(s) which may be required by the Stock Exchange, the SFC and/or any other regulatory authority;
- (6) the Placing Agent shall ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange in relation to its role as placing agent for the Placing, and, if required, shall issue appropriate written confirmation of such fulfillment and compliance; and
- (7) the Placing Agent has not made and shall not make to any person to whom the Placing Shares may be offered any representation or statement regarding the Company and the Group or the financial or business position or prospects of the Company or the Group which was not or is not, at the time of making the same, general public knowledge in the marketplace.

12.2 The undertakings contained in this Clause 12 are deemed to be given as at the date hereof and at Completion. The Placing Agent hereby undertakes to notify the Company of any matter or event coming to its attention prior to Completion which shows any relevant undertakings to be or to have been untrue or inaccurate at the date hereof or at any time prior to Completion.

12.3 The Placing Agent further undertakes to the Company to supply promptly and in any event within a reasonable time prior to the expiry of any applicable time limits imposed on the Company:

- (1) such information to enable the Company to publish any announcement required under the Listing Rules as are or should be within the knowledge of the Placing Agent in connection with the Placing; and
- (2) such information relating to the Placing and other transactions contemplated under this Agreement as are or should be within the knowledge of the Placing Agent to enable the Company to comply with their respective obligations under all applicable laws and regulations and to provide all such information as may be required by the Stock Exchange and any other relevant regulatory authority in connection with the Placing.

13. **TERMINATION AND FORCE MAJEURE**

13.1 The Placing Agent may, in its reasonable opinion, after consultation with the Company, terminate this Agreement by notice in writing to the Company at any time up to 8:00 a.m. on the Completion Date if:

- (1) the success of the Placing would be materially and adversely affected by any force majeure events (as defined below). For this purpose, a “force majeure event” refers to
 - (a) the introduction of any new laws or regulations or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before and/or after the date of the Placing Agreement) of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not sui generis with any of the foregoing), or in the nature of any local, national, international outbreak or escalation of hostilities or armed conflict, or affecting local securities market or the occurrence of any combination of circumstances which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or adversely prejudices the success of the Placing of the Shares by potential investor(s) or otherwise makes it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Placing; or
 - (c) any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction or trading in securities) occurs which affect the success of the Placing (such success being the placing of the Shares to potential investor(s)) or otherwise in the absolute opinion of the Placing Agent makes it inexpedient or inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Placing.
- (2) there is any breach of the warranties, representations and undertakings given by the Company in this Agreement and such breach is considered by the Placing Agent on reasonable grounds to be material in the context of the Placing; or
- (3) any statement contained in the Previous Announcements has become or been discovered to be untrue, incorrect or misleading in any material respect which in the opinion of the Placing Agent would be materially adverse in the consummation of the Placing.

13.2 The Company may, in its reasonable opinion, after consultation with the Placing Agent, terminate this Agreement by notice in writing to the Placing Agent at any time up to 8:00 a.m. on the Completion Date if there is a breach of the warranties, representations and undertakings given by the Placing Agent in this Agreement and such breach is

considered by the Company on reasonable grounds to be material.

- 13.3 Upon termination of this Agreement pursuant to this Clause 13, all liabilities of the parties hereto hereunder shall cease and determine and no party hereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with this Agreement save in respect of any antecedent breach of any obligation under this Agreement.

14. GENERAL PROVISIONS RELATING TO AGREEMENT

- 14.1 Any date or period in this Agreement may be changed by written agreement of the parties but as regards any date or period (whether or not amended or changed as aforesaid) time shall be of the essence of this Agreement.
- 14.2 Each of the parties hereto undertakes to the other to execute all such documents and to do or procure to be done all such other acts and things as may be necessary to give the other party the full benefit of this Agreement.
- 14.3 This Agreement shall be binding on and enure for the benefit of the successors of the parties but assignment may only be made after prior written consent of the other party has been given.
- 14.4 Any right or remedy conferred on any party for breach of this Agreement (including the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach and the exercise of or failure to exercise any right or remedy in respect of such breach shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 14.5 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion and all the representations and warranties contained in this Agreement shall remain in full force and effect notwithstanding Completion.
- 14.6 This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter (no party having relied on any representation or warranty made by the other party with respect thereto which is not contained in this Agreement) and this Agreement supersedes all and any previous agreements, arrangements or understandings between the parties hereto relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understandings (if any) shall cease and determine with effect from the date hereof.
- 14.7 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties hereto.
- 14.8 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 14.9 This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an

original but all of which shall constitute one and the same instrument and be binding on all parties. Any party executing this Agreement on a facsimile copy counterpart shall deliver the original of the counterpart to another party within two days after the same was sent by facsimile.

15. NOTICES

- 15.1 **Addresses:** All notices delivered hereunder shall be in writing in the English language and shall be communicated to the following addresses:

If to the Company, to:

Synergy Group Holdings International Limited
Room 404B, 4/F
Block B, Seaview Estate
No.4-6 Watson Road
North Point, Hong Kong

Facsimile : (852) 2121 8022
Attention : Mr. Wong Man Fai Mansfield

If to the Placing Agent, to:

ChaoShang Securities Limited
Room 2206-10, China Resources Building,
26 Harbour Road, Wanchai, Hong Kong

Facsimile : (852) 2152 0878
Attention : Kwan Chung Yan

- 15.2 Any such notice shall take effect in the case of delivery by hand upon delivery, in the case of despatch by post 24 hours after posting, and in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient specified in Clause 15.1.

16. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 16.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong. The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) shall not apply to this Agreement and no person who is not a party to this Agreement shall have or acquire any right to enforce any term of it pursuant to the same.
- 16.2 Each party hereto irrevocably agrees that the courts of Hong Kong (the “**Courts**”) shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.

- 16.3 Each party hereto irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 16.4 Each party hereto agrees that without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 15 and each party hereto undertakes to maintain such an address at all times in Hong Kong and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notice under Clause 15.

IN WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

THE COMPANY

SIGNED by WONG Man Fai Mansfield




duly authorised for and on behalf of

SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED

in the presence of:

)
)
)
)
)
)
)

Witness's signature: 
Witness's name: Tse Wing Yee
Witness's occupation: Executive Assistant
Witness's address: **Room 404B, Block B, Seaview Estate,
No. 4-6 Watson Road, North Point.**

THE PLACING AGENT



SIGNED by Kwan Chung Yan

duly authorised for and on behalf of

CHAOSHANG SECURITIES LTD

in the presence of:

)
)
)
)
)
)
)



Witness's signature:

Witness's name: Law Aster

Witness's occupation: Compliance Officer

Witness's address: Rm 2206-10, China Resources
Building, 26 Harbour Road,
WanChai, Hong Kong

Schedule 1

Form of Placing Letter

PRIVATE AND CONFIDENTIAL

[DATE]

[PLACEE NAME AND ADDRESS]

Dear Sir/Madam,

Stock Code: 1539

SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED (the “Company”)
Placing (the “Placing”) of a maximum of 110,000,000 new shares (the “Shares”) in the capital of the Company (the “Placing Shares”) at HK\$0.166 per Placing Share (the “Placing Price”) under the general mandate granted to the directors of the Company at the annual general meeting of the Company held on 16 September 2019 at best effort basis.

We refer to the telephone conversation you have had earlier with our representative in relation to the Placing. During this telephone conversation, an oral contract was concluded between you, as principal and ourselves. Pursuant to the oral contract and this agreement (altogether “**Contract**”), you agreed to the following on and subject to the terms and conditions set out below. Pursuant to a placing agreement dated 21 August 2020 (the “**Placing Agreement**”) among the Company and us, ChaoShang Securities Limited, we are the Placing Agent for the Company and any of its nominees in respect of the Placing of the Placing Shares at the Placing Price.

Completion of the Contract is conditional upon the signing of the Placing Agreement and the Completion of the Placing under the Placing Agreement. A copy of the Placing Agreement is available for inspection at our office upon request.

You, as principal, have irrevocably agreed to acquire [*] Placing Shares (the “**Placed Shares**”) at the Placing Price.

1. CONTRACT

You have irrevocably agreed, subject to the Placing not being terminated, to acquire the Placed Shares at the Placing Price, on the terms and conditions set out in this letter.

2. PAYMENT

The aggregate consideration payable for the Placing Share is **HK\$[**]** (“Subscription Money”). The details of the payment are summarized below:-

Number of Placed Shares : [•] Shares

Placing Price	: HK\$[*]
Transaction Levy ([•] %)	: HK\$[•]
Trading fee ([•] %)	: HK\$[•]
Brokerage ([•] %)	: HK\$[•]
Subscription Money	: HK\$[•]

The payment of the Subscription Money must be made in available fund to the bank account of the Company or its subsidiaries on or before 4:00pm of the payment date:

We shall notify you the exact payment date and the date of delivery of shares after the Company receives the list approval from the Listing Division of Stock Exchange of Hong Kong.

If payment of the Subscription Money is not received by the time stipulated above, we reserve the right to elect either:

- (a) to pay on your behalf the Subscription Money, in which event you will reimburse us in respect of such payment, or to require you to pay to us, on demand, the Subscription Money and, in addition, in either case pay to us for every 24 hours or part thereof during which we have not been reimbursed or paid as mentioned above, interest on the overdue amount calculated in respect of the Placed Shares, on the basis of 12% per annum; or
- (b) to terminate the contract recorded in this letter and, in such event, all of our obligations and liabilities arising in connection with this contract shall cease, without prejudice to any claim which we may have against you arising out of your failure to comply with your obligations hereunder.

Payment of the Subscription Money in accordance herewith shall constitute irrevocable authority and instructions to us to pay the Subscription Money to the order of the Company. You shall not be entitled to any interest earned on the Subscription Money prior to their payment to the Company.

If the Placing Agreement is terminated in accordance with the terms thereof, the Subscription Money shall be refunded to you without interest.

3. SETTLEMENT

The Placed Shares shall be delivered to you through the Central Clearing and Settlement System (“CCASS”) established by the Hong Kong Securities Clearing Company Limited (“HKSCC”) to our designated CCASS stock account as your nominee, or your designated CCASS stock account specified in the Registration Form on SI free of payment basis, on a date to be notified after we received your payment. Our CCASS account details are as follows:

CCASS account name :
 CCASS participant number :

Contact persons :
Contact phone number :
Fax no :

4. AUTHORITY

Your signature of the attached confirmation letter (the “**Confirmation Letter**”) shall constitute your irrevocable instructions to us, or any person nominated by us, for the purpose to make and execute on your behalf all documents required by law as otherwise may be necessary, and generally to do all other things as may in our opinion be necessary, to complete the acquisition by you of the Placed Shares pursuant to the terms set out herein.

5. GENERAL

Time shall be of the essence in the Contract as recorded in this Placing Letter concluded between us. All references to the times in this Placing Letter and the attachments hereto shall be the Hong Kong Time.

This Placing Letter constitutes confirmation of a pre-existing oral contract which, subject to our termination right herein remains legally binding, in full force and effect, regardless of whether or not you sign and return the attached Confirmation Letter. The oral contract concluded between you and ourselves as recorded in this Placing Letter is governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”) and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts for determining any dispute or matter arising from or relating to this Placing Letter.

Please complete by signing and returning the attached Confirmation Letter and the Registration Form as soon as possible with the original to follow and in any event by no later than [•] to the undersigned. Otherwise, we shall have the right to determine whether or not to allocate any Placing Shares to you. No amendment to the terms and conditions of this Placing Letter will be acceptable to us

Yours faithfully,
For and on behalf of
ChaoShang Securities Limited

Name:
Title:

CONFIRMATION LETTER

This Confirmation Letter along with the Registration Form, when completed, should be returned to:

To :
Fax :
Attn :

Dear Sir/Madam,

Stock Code: 1539

SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED (the “Company”) Placing (the “Placing”) of a maximum of 110,000,000 new shares (the “Shares”) in the capital of the Company (the “Placing Shares”) at HK\$0.166 per Placing Share (the “Placing Price”) under the general mandate granted to the directors of the Company at the annual general meeting of the Company held on 16 September 2019 at best effort basis.

I/We, _____ (the “Placee”) acknowledge receipt of the placing letter dated [•] (the “Placing Letter”) and confirm that the terms and conditions of the oral contract to purchase for [•] Placing Shares at the Placing Price concluded between ChaoShang Securities Ltd (the “Placing Agent”) and myself/ourselves during the telephone conversation on and referred to in the Placing Letter. Terms used herein shall have the same meaning as defined in the Placing Letter.

Representations and Warranties

By agreeing to purchase the Placed Shares, and as further evidenced by signing this Confirmation Letter, the Placee hereby undertakes, represents and warrants to Placing Agent as follows (where appropriate, terms have the meanings given to them in the Rules Governing the Listing of Securities on the Main Board of The Stock Exchange of Hong Kong Limited (the “Listing Rules”) or the Codes on Takeovers and Mergers and Share Buy-backs):

- (a) neither the Placing Agent nor any of its affiliates, officers, agents or employees shall be liable for any information or omission in any public announcement issued by the Company in connection with the Placing;
- (b) no reliance is placed by Placee on any representation not contained in any public announcement issued by the Company in connection with the Placing;
- (c) the purchase by the Placee of the Placed Shares shall not contravene or result in a contravention of the laws of any jurisdiction to which the Placing Agent are subject or which may otherwise be applicable to the Placee in connection with the purchase of the Placed Shares by the Placee;
- (d) the Placee shall on demand indemnify and keep indemnified the Placing Agent and the Company and their respective affiliates, officers, agents and employees

for losses or liabilities incurred by any of them arising out of or in connection with any breach of either the laws of any jurisdiction as aforesaid, or the oral contract to purchase the Placed Shares constituted by their previous conversations, or any other breach of their obligations hereunder;

- (e) the Placee had at all material times and still have full power and authority to enter into the contract recorded in the Placing Letter to purchase the Placed Shares for the Placee's own account or for the account of one or more persons for whom the Placee exercises investment discretion and the Placee's oral agreement to do so as recorded in the Placing Letter constitutes valid and legally binding obligation of the Placee and is enforceable in accordance with its terms;
- (f) the Placee confirms that the Placee is purchasing the Placed Shares on the Placee's own behalf;
- (g) the Placee is not a director, chief executive or substantial shareholder of the Company or its subsidiaries or an associate (as defined in the Listing Rules) of them or an associate of any party acting in concert with any of the foregoing persons;
- (h) the Placee is not directly or indirectly funded or backed by the Company, its directors, substantial shareholder(s), chief executives or any of its respective associates;
- (i) the Placee is not a person who is accustomed to take instructions from a connected person of the Company in relation to the acquisition, disposal, voting or any other disposition of securities in the Company;
- (j) the Placee is independent of any promoter, director, chief executive or substantial shareholder (as defined in the Rules Governing the Listing of Securities on the Main Board of The Stock Exchange) from time to time of the Company or any of its subsidiaries or any associate of any of them and that the Placee is not acting in concert with any of the foregoing persons in relation to the control of the Company;
- (k) the Placee is an individual investor, a corporate investor, an institutional investor or a professional investor (which includes broker, dealer, fund manager, professional individual and corporate entity) whose main business involves the acquisition and disposal, or the holding, of shares and other securities (whether as principal or agent) or is otherwise an investor and the sale of the Placed Shares to the Placee does not constitute a breach of any relevant laws;
- (l) the Placee confirms that following the Placing, the Placee is not entitled to exercise or control the exercise of 5% or more of the voting power at the general meetings of the Company;
- (m) the Placee confirms and acknowledges that the Placee understands the rights relating to the provision of the Placee's personal data to third parties and the

Placee consent to the use and disclosure to any third party (including the Company, any relevant regulatory body and The Stock Exchange of Hong Kong Limited) of any personal data provided by the Placee to the Placing Agent in relation to the Placing for the purpose of discharging all or any of the obligations of the Placing Agent in connection with the Placing;

- (n) the Placee confirms that certificates in respect of the Placed Shares should be issued in the name of HKSCC Nominees Limited and credited to the designated CCASS participant's stock account number referred to in the Registration Form;
- (o) the Placee undertake promptly to provide to the Placing Agent upon request such other information as may be required to be provided to the Securities and Futures Commission and The Stock Exchange of Hong Kong Limited; and
- (p) all information provided to the Placing Agent by the Placee in the completed Registration Form is true, accurate and complete in all respects.
- (q) My/Our/The Beneficial Owners shareholding in the Company prior to the Placing at the close of business on [*] 2020 is _____ Shares
- (r) This letter is governed by, and will be constructed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). You hereby agree to submit to the exclusive jurisdiction of the Hong Kong Courts.

The Placee hereby acknowledges the following risks:

- (a) that the price of securities traded on the Main Board of The Stock Exchange of Hong Kong Limited can and does fluctuate, and any individual securities may experience upwards or downwards movements and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities traded;
- (b) the Placing is subject to, amongst others, the granting of listing approval by The Stock Exchange of Hong Kong Limited;
- (c) the Placing Agreement may be terminated by the Placing Agent under certain circumstances, in which case contract between the Placee and the Placing Agent will also terminate; and
- (d) the Placee shall seek independent professional advice if there is any uncertainty of or there is no understanding of the nature and risks involved in trading of securities on the Main Board of The Stock Exchange of Hong Kong Limited.

Yours faithfully,

Name:

Account No.:

REGISTRATION FORM

To :
Fax :
Attn :

Stock Code: 1539

SYNERGY GROUP HOLDINGS INTERNATIONAL LIMITED (the “Company”) Placing (the “Placing”) of a maximum of 110,000,000 new shares (the “Shares”) in the capital of the Company (the “Placing Shares”) at HK\$0.166 per Placing Share (the “Placing Price”) under the general mandate granted to the directors of the Company at the annual general meeting of the Company held on 16 September 2019 at best effort basis.

I/We set out below my/our registration details for [•] Placed Shares, acquired by me/us subject to the terms and conditions set out in your Placing Letter to us dated [•]:

Registration Details of Placee	
Full name	
Address	
Place of Incorporation (if applicable)	
C. I. No. (if applicable)	
B. R. No. (if applicable)	
Telephone	
Fax	
Email Address	
Discretionary managed portfolio/funds	YES / NO
Ultimate Beneficial Owners (if not discretionary managed portfolio/funds and different from above)(please use separate sheet if space is not enough)	
Full name	
Address	
Telephone	
Fax	
Email Address	
Custodian Details	
Custodian Name	
Custodian’s CCASS Participant Number	
Custodian’s Contact Person	
Custodian’s Telephone No.	
Custodian’s Fax No.	

I/We confirm that all the information provided above is true and accurate.

Name:

Account No.: