

**THIS AGREEMENT** is dated as of 21 August 2020 and is made

**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) **EMPEROR SECURITIES LIMITED**, a company duly incorporated in Hong Kong whose registered office is at 23rd to 24th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong (the "**Placing Agent**"), a licensed corporation for type 1 and type 4 regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

**WHEREAS:**

- (A) Pursuant to the terms and conditions in the agreement ("**Placing Agreement**") dated 14 August 2020 (as supplemented by the supplemental placing agreement dated 17 August 2020) and entered into between the Company and the Placing Agent, the Placing Agent conditionally agreed to use all reasonable endeavours (on best effort basis, but without any underwriting obligations on the part of the Placing Agent) to procure the individual, professional, institutional and other investors to subscribe for up to 110,000,000 new shares of the Company at the price of HK\$0.139 per share of the Company upon the terms and subject to the conditions set out in the Placing Agreement (the "**Placing**").
- (B) The parties to the Placing Agreement have agreed to terminate the Placing Agreement pursuant to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and interpretation**

In this Agreement (including the Recitals hereto), the terms defined or to which respective meanings are ascribed in the Placing Agreement shall have the same meanings when used in this Agreement.

**2. Termination of the Placing Agreement**

- 2.1 Each party to this Agreement hereby irrevocably and unconditionally agrees that the Placing Agreement shall terminate and cease to have effect on and with effect from the date hereof.
- 2.2 Notwithstanding the termination of the Placing Agreement, Clauses 9, 10 and 13 of the Placing Agreement shall survive after the termination thereof.



2.3 Each party to this Agreement hereby releases and discharges the other parties from all their obligations duties and liabilities (whether accrued before the date hereof or otherwise) whatsoever under the Placing Agreement and from all actions, proceedings, claims, demands, damages, costs and expenses arising from such obligations duties and liabilities.

2.4 Termination of the Placing Agreement shall not relieve any of the parties to the Placing Agreement from antecedent breach (if any) of the Placing Agreement prior to the date of this Agreement.

**3. Miscellaneous**

3.1 Each party to this Agreement shall pay its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement.

3.2 This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party hereto has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

**4. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Agreement.

**5. Third party rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of, or enjoy the benefit under, this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed on the day and year first above written.

**IN WITNESS** whereof the parties have executed this Agreement on the date first before appearing.

**SIGNED** by WONG Man Fai Mansfield

*For and on behalf of*  
Synergy Group Holdings International Limited  
匯能集團控股國際有限公司

Signature of witness :-

## THE PLACING AGENT

Signature of witness :-

IN WITNESS whereof the parties have executed this Agreement on the date first before appearing.

**THE COMPANY**

SIGNED by )  
 )  
director, for and on behalf of )  
 )  
SYNERGY GROUP HOLDINGS )  
INTERNATIONAL LIMITED )  
in the presence of: )

Signature of witness :-

\_\_\_\_\_  
Name of witness (block letters)

**THE PLACING AGENT**

SIGNED by Wong Chi Hung )  
 )  
director, for and on behalf of )  
 )  
EMPEROR SECURITIES LIMITED )  
 )  
in the presence of: )

Signature of witness :-

LEE HUI FAT  
\_\_\_\_\_  
Name of witness (block letters)