DATED 6th August 2026

SYNERGY GREEN TECHNOLOGY LIMITED

and

SYNERGY GROUP WORLDWIDE LIMITED

and

UNITY GROUP HOLDINGS INTERNATIONAL LIMITED

CAPITALISATION AGREEMENT

THIS AGREEMENT is made on 6th August 2026

BETWEEN:

(1) **SYNERGY GREEN TECHNOLOGY LIMITED**, a private company limited by shares incorporated in Hong Kong, the registered office of which is located at Flat/Rm LD, Blk 5, 57/F, Le Prestige, Lohas Park, 1 Lohas Park Road, Tseung Kwan O, N.T., Hong Kong; ("**Synergy Green**");

(2) **SYNERGY GROUP WORLDWIDE LIMITED**, a BVI business company incorporated in the British Virgin Islands, the registered office of which is located at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Synergy Worldwide**"); and

(3) **UNITY GROUP HOLDINGS INTERNATIONAL LIMITED,** a company incorporated in the Cayman Islands with limited liability and having its registered office at Cricket Square Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands and its headquarters and principal place of business in Hong Kong at 15th Floor Chinachem Century Tower 178 Gloucester Road Wan Chai Hong Kong ("**Listco**").

(Synergy Green, Synergy Worldwide and Listco collectively the "**Parties**" and each a "**Party**")

WHEREAS:

(A) As at the date of this Agreement, Listco is authorised to issue a maximum of 50,000,000,000 shares of par value HK$0.01 each, of which 3,444,111,548 shares have been issued and are listed on the Main Board of The Stock Exchange of Hong Kong Limited (Stock code: 1539).

(B) On 15 January 2025, Synergy Worldwide (a wholly-owned subsidiary of Listco) and the Synergy Green entered into a sale and purchase agreement (the "**SPA**") pursuant to which Synergy Worldwide had conditionally agreed to acquire and Synergy Green had conditionally agreed to sell 4,600 fully paid shares of US$1.00 each in the issued share capital of Synergy Cooling Management Limited (the "**Sale Shares**"), at the consideration of HK$200.0 million.

(C) Pursuant to Clause 3.1 of the SPA, the consideration for the sale and purchase of the Sale Shares shall be HK$200.00 million and shall be payable by two installments:

(a) HK$5.00 million shall be paid at completion by Synergy Worldwide to Synergy Green or any other designated person as Synergy Worldwide may direct, subject to Synergy Worldwide having performed its obligations under Clause 4.2 of the SPA. For the avoidance of doubt, the transfer of the Sale Shares from Synergy Green to Synergy Worldwide at completion shall give a good and effective transfer of title of the Sale Shares to Synergy Worldwide; and

(b) HK$195.00 million shall be paid on or before 30 June 2027 by Synergy Worldwide to Synergy Green or any other designated person as Synergy

Green may direct.

(D) On 20 January 2025, completion of the sale and purchase of the Sale Shares took place, as all conditions precedent had been fulfilled.

(E) Pursuant to a letter dated 24 January 2025, Synergy Green had undertaken that it would not demand payment for the repayment of the consideration payable under the SPA before 30 June 2027 (the "**Undertaking**").

(F) On 31 March 2026, Synergy Green and Synergy Worldwide entered into a supplemental agreement to the SPA (the "**First Supplemental Agreement**") pursuant to which the original repayment date as stipulated in Clause 3.1(b) of the SPA was formally extended, and the outstanding consideration became fully due and payable on 30 June 2030. Pursuant to the First Supplemental Agreement, the Undertaking was entirely revoked, cancel and superseded, and Synergy Green irrevocably undertook that it shall not demand the repayment of the outstanding consideration at any time prior to 30 June 2030.

(G) As at the date of this Agreement, a remaining balance of approximately HK$30.86 million (the "**Outstanding Amount**") remained unpaid and outstanding under the terms of the SPA.

(H) On August 2026, Synergy Green and Synergy Worldwide entered into a second supplemental agreement to the SPA pursuant to which a conversion amount of approximately HK$20 million (the "**Conversion Amount**") shall be satisfied by the allotment and issuance of 50,000,000 shares of Unity Group Holdings International Limited (i.e. the sole shareholder of the Purchaser) to Synergy Green or its nominee. The capitalisation of the Conversion Amount by the allotment and issuance of 50,000,000 shares of Unity Group Holdings International Limited shall constitute full and final settlement of the Conversion Amount. Upon the completion of the allotment and issuance of 50,000,000 shares of Unity Group Holdings International Limited, the Outstanding Amount would be reduced to approximately HK$10.86 million.

THE PARTIES AGREE THAT:

1. <u>DEFINITIONS AND INTERPRETATION</u>

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

"**Agreement**"	means this agreement, including the Recitals and Schedule, as amended or varied from time to time by an agreement or agreements in writing duly executed by all the Parties;
"**Business Day**"	means any day (excluding Saturdays and Sundays and public holidays) on which banks are generally open for business in Hong Kong;
"**Capitalisation Shares**"	50,000,000 new Shares to be issued and allotted by Listco at the Issue Price for settlement of the

	Conversion Amount;
"Completion"	means completion of the Subscription pursuant to the terms of this Agreement;
"Completion Date"	means the date as the parties hereto shall agree in writing as the date on which the Completion shall take place, which shall be after the fulfillment of the last of the conditions referred to in Clause 3.1 but no later than 31 August 2026;
"Encumbrances"	means any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, security interest, option, pre-emptive or other similar right, right of first refusal and any other encumbrance or condition whatsoever;
"Hong Kong"	means the Hong Kong Special Administrative Region of the PRC;
"HK$"	means Hong Kong dollar, the lawful currency of Hong Kong;
"Issue Price"	the issue price per Capitalisation Share, being the higher of (i) the closing price of the Shares as at the Completion Date; and (ii) the average closing price of the Shares for the five trading days immediately prior to the Completion Date, as stated in the Stock Exchange's daily quotations sheets;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;
"Parties"	means the named parties to this Agreement and their respective successors and permitted assigns and **"Party"** means any of them;
"PRC"	means the People's Republic of China and, for the purposes of this Agreement, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;
"Sale and Purchase Agreement"	the sale and purchase agreement dated 15 January 2025 (as supplemented) entered into between Synergy Worldwide and Synergy Green, pursuant to which Synergy Worldwide conditionally agreed to acquire and Synergy Green conditionally agreed to sell 4,600 ordinary shares

	of Synergy Cooling Management Limited;
"Share(s)"	means share(s) of par value HK$0.01 each in Listco carrying the rights, benefits and privileges and being subject to the restrictions set out in the memorandum and articles of association of Listco;
"Supplemental Agreement"	the agreement dated August 2026 entered into between Synergy Worldwide and Synergy Green, as supplemental agreement to the Sale and Purchase Agreement;
"Shareholder(s)"	means holder(s) of the Share(s) for the time being;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited; and
"Subscription"	means the subscription for the Capitalisation Shares by Synergy Green on the terms and subject to the conditions set out in this Agreement.

1.2 References in this Agreement to persons include references to bodies corporate and references to the singular include references to the plural and vice versa.

1.3 References in this Agreement to Recitals, Clauses and Schedule are to the recitals and clauses of and schedule to this Agreement.

1.4 In this Agreement, (save as otherwise expressly stated herein) references to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

1.5 Where the context permits, the masculine includes the feminine and neuter and vice versa.

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

2. AGREEMENT TO SUBSCRIBE AND CAPITALISATION

2.1 Synergy Green (or its nominee) shall subscribe for, and Listco shall issue and allot to Synergy Green (or its nominee), the Capitalisation Shares to be credited as fully paid up on issue by way of application of the aggregate amount of HK$20,000,000 owing by Synergy Worldwide (i.e. a wholly-owned subsidiary of Listco) to Synergy Green in full towards paying up the Capitalisation Shares upon the terms and conditions hereafter contained.

3. CONDITIONS

3.1 The obligations of the Parties are conditional upon:

(a) the obtaining of all necessary consents and approvals in respect of this

Agreement and the transactions contemplated hereunder (including but not limited to, if necessary, the approval by the independent shareholders of Listco at a general meeting to approve this Agreement and the transactions contemplated hereunder, or all other consents and acts required under the Listing Rules); and

(b) the Listing Committee of the Stock Exchange granting the listing of, and the permission to deal in, the Capitalisation Shares.

3.2 If any of the conditions set out in Clause 3.1 has not been satisfied on or before 31 August 2026, or such later date as the parties may agree, this Agreement shall cease and determine (save and except Clauses 5 to 10 which shall continue to have full force and effect) and none of the parties shall have any obligations and liabilities hereunder save for any prior breaches of the terms hereof.

4. COMPLETION

4.1 At Completion, Listco shall deliver to Synergy Green:

(a) a certified true copy of the resolutions of board of directors of Listco being passed for the purposes of, among other matters,:

(i) approving the allotment and issue of the Capitalisation Shares to Synergy Green in accordance with the terms of this Agreement;

(ii) approving the terms and execution of this Agreement and any and all transactions contemplated hereunder; and

(b) share certificate(s), if available, issued in the name of Synergy Green (or its nominee) for the Capitalisation Shares.

4.2 At Completion, Synergy Green (or its nominee) shall deliver to the Listco an original application for subscription of the Capitalisation Shares duly completed and signed by Synergy Green (or its nominee) pursuant to which the amount of the Conversion Amount in the sum of HK$20,000,000 at the time of Completion shall be applied towards the payment of the subscription price for the Capitalisation Shares.

4.3 Subject to the fulfilment of all conditions precedent, Completion shall take place at the office of Listco (or at such other place as the Parties may agree) unless the Parties otherwise agree in writing.

4.4 The matters described in Clauses 4.1 and 4.2 shall take place simultaneously (unless expressly provided or otherwise required to take place earlier for the purpose of giving full effect to the provisions in Clause 4.3) so that in default of the performance of any such matters by Listco, Synergy Green shall not be obliged to complete the Subscription (without prejudice to any other legal rights and remedies); and in default of the performance of any such matters by Synergy Green, Listco shall not be obliged to complete the issue of the Capitalisation Shares contemplated in this Agreement (without prejudice to any other legal rights and remedies).

5. WARRANTIES

5.1 Listco represents, warrants and undertakes to Synergy Green that each statement contained in Part A of the Schedule is true, accurate and complete and not misleading at the date of this Agreement, and will continue to be so on each day up to and including the Completion Date with reference to the facts and circumstances from time to time applying.

5.2 Synergy Green represents, warrants and undertakes to the Listco that each statement contained in Part B of the Schedule is true, accurate and complete and not misleading at the date of this Agreement, and will continue to be so on each day up to and including the Completion Date with reference to the facts and circumstances from time to time applying.

6. COSTS AND EXPENSES

Each Party shall bear its own costs and expenses incurred in connection with the preparation and negotiation of this Agreement and completion of the transactions contemplated hereunder including but not limited to any capital duty payable and all legal and other costs and expenses incurred in connection with the Subscription.

7. TIME OF THE ESSENCE

Any date of period mentioned in any Clause may be extended by mutual agreement between the Parties, but, as regards any date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.

8. NOTICES

8.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively "**communication**" in this Clause 8) shall be in writing and may be served or given personally or sent to the address stated after the relevant party's name at the beginning of this Agreement or to such other address as may have been last notified in writing by such party to the party serving the communication specify referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

Means of despatch	**Time of deemed receipt**
Local mail or courier	24 hours
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

8.2 A communication served in accordance with Clause 8.1 shall be deemed sufficiently served. In proving service and/or receipt of a communication, it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee's address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission (which shall be followed by the service of its original by mail or by courier), such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.

8.3 Synergy Worldwide irrevocably appoints Synergy Lighting Limited (address: 15/F, Chinachem Century Tower, 178 Gloucester Road, Wanchai, Hong Kong) as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. Any such legal process shall be sufficiently served on it if delivered to such service agent.

8.4 Nothing in this Clause 8 shall preclude the service of communication or the proof of such service by any mode permitted by law.

9. GENERAL

9.1 Any variation to this Agreement shall be binding only if recorded in a document signed by the Parties.

9.2 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.

9.3 Each Party shall at its own cost do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within its power to give effect to this Agreement.

10. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

SIGNED by CHEUNG WAI MAN STEPHEN)
for and on behalf of)
SYNERGY GREEN TECHNOLOGY LIMITED)
in the presence of:)

Witness's signature:
Witness's name:

SIGNED by WONG MAN FAI MANSFIELD)
for and on behalf of)
SYNERGY GROUP WORLDWIDE LIMITED)
in the presence of:)

Witness's signature:
Witness's name: Tse Wing Yee

SIGNED by WONG MAN FAI MANSFIELD)
for and on behalf of)
UNITY GROUP HOLDINGS INTERNATIONAL)
LIMITED)
in the presence of:)

Witness's signature:
Witness's name: Tse Wing Yee

SCHEDULE

REPRESENTATIONS AND WARRANTIES

Part A - Representations and Warranties by Listco

1. AUTHORITY

1.1 Subject to the fulfilment of all conditions precedent, Listco has full right, power and authority, and has taken all necessary actions, to validly and duly execute and deliver, and to exercise its rights and perform its obligations under, this Agreement and all other documents which are to be executed by it, and this Agreement constitutes, and the documents which are to be executed by it when executed will constitute, legal, valid and binding agreements or obligations of the Listco enforceable in accordance with their respective terms.

2. INFORMATION AND SHARES

2.1 The information in the Recitals is true and accurate in all respects and not misleading.

3. CAPITALISATION SHARES

3.1 The Capitalisation Shares shall be allotted and issued in accordance with the constitutional documents of the Listco and in compliance with all applicable laws and shall rank *pari passu* in all respects *inter se*. The Capitalisation Shares shall be allotted and issued fully paid up and free from any Encumbrances or third-party rights of whatsoever nature and together with all rights attaching thereto at the date of Completion and thereafter. The Capitalisation Shares shall rank *pari passu* in all respects among themselves and with the other Shares in issue as at the Completion Date.

Part B - Representations and Warranties by Synergy Green

1. AUTHORITY

1.1 Subject to the fulfilment of all conditions precedent, Synergy Green has full right, power and authority, and has taken all necessary actions, to validly and duly execute and deliver, and to exercise his rights and perform his obligations under, this Agreement and all other documents which are to be executed by him, and this Agreement constitutes, and the documents which are to be executed by him when executed will constitute, legal, valid and binding agreements or obligations of Synergy Green enforceable in accordance with their respective terms.

2. OUTSTANDING AMOUNT

2.1 The Outstanding Amount is valid and outstanding and that Synergy Green is the sole beneficial owner of the Outstanding Amount free from any Encumbrances or third parties rights of whatever nature.