

KEE Holdings Company Limited

(開易控股有限公司)

Letter of Appointment

28 July 2017

Yau Pak Yue
Flat B, 39/F, The Forest Hills
99 Po Kong Village Road
Hong Kong

Dear Mr. Yau Pak Yue,

We, KEE Holdings Company Limited (the "**Company**"), whose registered office is at 3rd Floor, Queensgate House, 113 South Church Street, P. O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, hereby appoint you, Yau Pak Yue (the "**Director**"), as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

1. APPOINTMENT AND TERM

- 1.1 The appointment, subject to re-nomination and re-election by the Company in general meeting, shall be for a term of 3 years from 28 July 2017, unless previously terminated in accordance with the terms and conditions specified herein.

The appointment will be subject to the ongoing requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time) (the "**Listing Rules**") (including without limitation Rules 3.08, 3.09 and 3.11), the Company's articles of association and any other applicable laws and regulations.

2. SCOPE OF THE APPOINTMENT

- 2.1 For the purpose of the appointment, the Director shall:

- 2.1.1 devote such of his time and his attention and skill as may reasonably be required to the duties of his office;
- 2.1.2 be a member (or a chairperson, as the case may be) of such audit committee, nomination committee or remuneration committee of the Company as the Company shall request;
- 2.1.3 faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed including performing the functions (in addition to the functions of a director of a company listed on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") as required by the Code on Corporate Governance Practices as set out in Appendix 14 of the Listing Rules, such as participating in board meetings of the Company to bring an independent judgment to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conducts; and

2.1.4 comply with the Listing Rules, any other rules imposed by the Stock Exchange or any governmental body, the Company's rules, regulations, policies and procedures and all applicable laws and regulations from time to time in force.

2.2 The Director shall at all times keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of the Director's business or other activities or interests which may cause the interests of the Director to be in conflict with the interests of the Company or any of its subsidiaries (together the "**Group**"). The Director shall provide to the Company an annual confirmation of the Director's independence (for the purposes of the Listing Rules) and shall immediately inform the Company and the Stock Exchange if there is any change of circumstances which may affect the Director's independence.

3. RESTRICTIONS ON OTHER ACTIVITIES

3.1 Subject to paragraph 3.2, the Director shall not undertake any management function, nor have any past or present financial or other interests in any member of the Group.

3.2 The Director may hold or be interested in not more than 1% of the shares of any member of the Group provided that such shares are not acquired as a gift or with any financial assistance from any director or substantial shareholder of the Company or their respective associates.

3.3 The Director shall not engage in any activity in competition with the business of any member of the Group, or otherwise engage in any activity which could prevent the Director from acting as an independent non-executive director of the Company in accordance with the applicable rules of the Stock Exchange.

3.4 The Director shall comply with (a) every applicable rule of law, (b) the Listing Rules and any other applicable rules of the Stock Exchange and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

4. REMUNERATION

4.1 During the continuance of the appointment, the Director shall be entitled to a remuneration of HK\$ 144,000 per annum or such sum as the Company may from time to time decide. Such remuneration shall accrue on a day to day basis and shall be payable in arrears on a monthly basis with the first payment to be made on or about 31 July 2017.

4.2 During the continuance of the appointment, the Company shall reimburse the Director for all expenses properly incurred by the Director in the performance of the Director's duties hereunder or otherwise incurred in connection with the business of any member of the Group.

4.3 The Director is responsible for making contributions (if required by Hong Kong law) which he is legally required to make to a Mandatory Provident Fund as a "self-employed person" pursuant to the Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong).

- 4.4 For the avoidance of doubt, the Director shall be responsible for payment of all applicable taxes (whether in Hong Kong or otherwise) imposed on the Director in relation to your remuneration.

5. TERMINATION

- 5.1 The appointment of the Director shall be subject to termination by the Company at any time by summary notice in writing if the Director commits any breach of any of his material obligations and/or undertakings hereunder or becomes bankrupt or have a receiving order made against him or become prohibited by law from fulfilling his duties hereunder.
- 5.2 The Company shall be entitled to terminate the Director's appointment immediately at any time without notice in accordance with the provisions of the articles of association of the Company or the provisions of any law or regulation, any rules imposed by the Stock Exchange, any resolution duly proposed and resolved by the members of the Company in general meeting and where the Director is not re-elected as a director when he submitted himself to re-election in general meeting and, upon such termination or upon his resignation for any reason, the Director shall not be entitled to any damages for loss of office and no fee will be payable to the Director in respect to any unexpired portion of the term of your appointment. Pursuant to Rule 3.20 of the Listing Rules, immediately upon the resignation of the Director as an independent non-executive director, the Director is required to provide up to date contact information, including an address for correspondence with and services of notices and other documents by the Stock Exchange and telephone number.
- 5.3 The Director and the Company shall be entitled to terminate the Director's appointment at any time by giving each other at least three months' notice in writing.
- 5.4 On the termination of the Director's appointment howsoever arising the Director shall at the request of the Company resign from office as a Director of the Company and the Director irrevocably authorises the Company in the Director's name or on the Director's behalf to execute all documents and do all things necessary to effect the resignation in the event of the Director's failure to do so.
- 5.5 Termination of the Director's appointment shall be without prejudice to any rights which have accrued prior to such termination or to Clause 6.

6. CONFIDENTIAL INFORMATION

- 6.1 The Director shall neither during the Director's appointment (except in the proper performance of the Director's duties) nor at any time (without limit) after the termination of the Director's appointment hereunder :
- (a) divulge or communicate to any person, company, business entity or other organization;
 - (b) use for the Director's own purposes or for any purposes other than those of any member of the Group; or
 - (c) through any failure to exercise due care and diligence,

cause any unauthorised disclosure of any trade secrets or Confidential Information (as defined in paragraph 6.2) relating to any member of the Group, but so that these restrictions shall cease to apply to any information which shall become generally available to the public otherwise than as a result of a breach of this paragraph by the Director.

6.2 "**Confidential Information**" shall mean details of any aspect of the business of the Company or any other member of the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees and officers, information relating to research activities, inventions, or designs.

6.3 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the business of any member of the Group (and any copies of the same) shall be and remain the property of the relevant member of the Group and shall be handed over by the Director to the relevant member of the Group on demand on the termination of the Director's appointment.

7. NOTICES

7.1 A notice (including any approval, consent or other communication) in connection with this letter and the documents referred to in it:

- (a) must be in writing;
- (b) must be left at the address of the addressee or sent by pre-paid first class post (airmail if posted to or from a place outside Hong Kong) to the address of the addressee or sent by facsimile to the facsimile number of the addressee in each case which is specified in this clause in relation to the party to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or facsimile number in Hong Kong and/or marked for the attention of such other person, as the relevant party may from time to time specify by notice given in accordance with this clause;
- (c) the relevant details of each party at the date of this letter are:

KEE Holdings Company Limited

Address: Suite 510, Chater House, 8 Connaught Road, Central, Hong Kong

Facsimile: +852 3184 0111

Attention: Board of Directors

Mr. Yau Pak Yue

Address: Flat B, 39/F, The Forest Hills, 99 Po Kong Village Road, Hong Kong

Telephone no.: +852 9262 8482

Attention: Yau Pak Yue

8. GOVERNING LAW

- 8.1 This letter shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of

KEE Holdings Company Limited



Director

I, Yau Pak Yue, the Director, HEREBY AGREE TO ACT as an independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned.

By:



Yau Pak Yue

Date: