

Supplemental Appointment Letter IV

Date: 29 May 2017

Chen, Huan-Chung

Dear Sir,

Re: <u>Pou Sheng International (Holdings) Limited (the "Company")</u> <u>Independent Non-Executive Director</u>

We refer to the appointment letter dated 14 May 2008 (the "Original Appointment Letter"), the supplemental appointment letter dated 31 May 2011, the supplemental appointment letter II dated 29 December 2011 and the supplemental appointment letter III dated 26 March 2014 (collectively, the "Appointment Letters") signed between you and the Company regarding your term of appointment as an independent non-executive director of the Company, which will expire on 5 June 2017.

We are pleased to inform you that the board of director of the Company has resolved to renew your term of appointment for a further term of 3 years commencing from 6 June 2017 to 5 June 2020.

In addition, the last sentence of the fourth paragraph of the Original Appointment Letter is hereby repealed in its entirety and is substituted as follows:

"As an independent non-executive director of the Company, you shall be entitled to participate in the Company's share option, share award or other equity award or subscription scheme which may be adopted from time to time, subject always to, inter alia, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules."

Terms defined in the Appointment Letters have the same meanings when used herein. The terms and conditions as stipulated in this letter shall be supplemental to the Appointment Letters.

Save and except above, all the other terms and conditions of the Appointment Letters remain unchanged.

F: +852 3182 5808



Please kindly confirm your acceptance of this supplemental appointment letter IV as stated herein by signing and returning to us the duplicate of this letter.

Yours faithfully, For and on behalf of

Pou Sheng International (Holdings) Limited

Director

Confirmed and accepted by

Chen, Huan-Chung



Supplemental Appointment Letter III

Date: 26 March 2014

Chen Huan-Chung

Re: <u>Pou Sheng International (Holdings) Limited ("the Company")</u> <u>Independent Non – Executive Director</u>

We refer to the appointment letter dated 14 May 2008, the Supplemental Appointment Letter dated 31 May 2011 and the Supplemental Appointment Letter II dated 29 December 2011 (collectively, the "Appointment Letters") signed between you and the Company regarding your current term of appointment as an independent non-executive director of the Company, which will expire on 5 June 2014.

We are pleased to confirm that the Board of Directors of the Company has resolved to renew your term of appointment for a further 3 years from 6 June 2014 to 5 June 2017. Save and except as stipulated herein, all other terms of the Appointment Letters remain unchanged.

Please kindly confirm your acceptance of re-appointment by signing and returning to us the duplicate of this letter.

Yours faithfully,

For and on behalf of

Pou Sheng International (Holdings) Limited

Director

Confirmed and accepted by

CHEN Huan-Chung



Supplemental Appointment Letter II

Date: 29 December 2011

Chen Huan-Chung

Re: Pou Sheng International (Holdings) Limited ("the Company")
Independent Non – Executive Director

We refer to the appointment letter dated 14 May 2008 (the "Appointment Letter") and the supplemental appointment letter dated 31 May 2011 (the "Supplemental Appointment Letter I") signed between you and the Company regarding confirmation of your appointment as an independent non-executive director of the Company (the "Appointment") and extension of the Appointment for a period of 3 years commencing 6 June 2011 respectively. Terms defined in the Appointment Letter and the Supplemental Appointment Letter I have the same meanings when used herein.

The first sentence of the fourth paragraph of the Appointment Letter is revoked and superseded by replacing with the following:

"In consideration of the performance of your duties, the Company shall pay you a fee of HK\$300,000 per annum, which shall be deemed to accrue on a day to day basis and payable in arrears by 12 equal monthly instalments of HK\$25,000 each."

Save and except this amendment contained in this letter, all other terms of the Appointment Letter and the Supplemental Appointment Letter I remain unchanged.

The terms and conditions as stipulated in this letter shall be supplemental to the Appointment Letter.

Please kindly confirm your acceptance to this letter as stated herein by signing and returning to us a copy of this letter.

Yours faithfully, For and on behalf of

Pou Sheng International (Holdings) Limited

Confirmed and accepted by

Chen Huan-Chung

寶勝國際(控股)有限公司 Pou Sheng International (Holdings) Limited 香港九龍尖沙咀廣東道9號

港威大廈第6座31樓3106-09室 Suites 3106-09, 31/F., Tower 6, The Gateway, 9 Canton Road, TST, Kowloon, Hong Kong T: +852 3182 5800

F: +852 3182 5808



Supplemental Appointment Letter

Date: 31 May 2011

Chen Huan-Chung

Re: <u>Pou Sheng International (Holdings) Limited ("the Company")</u> Independent Non – Executive Director

We refer to the appointment letter signed between you and the Company on 14 May 2008 (the "Appointment Letter") regarding confirmation of your appointment as an independent non-executive director of the Company (the "Appointment") for a period of 3 years commencing the Listing Date of the Company. Terms defined in the Appointment Letter have the same meanings when used herein.

We hereby renew the Appointment for a further 3 years commencing 6 June 2011. Save and except this amendment contained in this supplemental appointment letter, all other terms of the Appointment Letter remain unchanged.

The terms and conditions as stipulated in this supplemental appointment letter shall be supplemental to the Appointment Letter.

Please kindly confirm your acceptance to this supplemental appointment letter as stated herein by signing and returning to us a copy of this letter.

Yours faithfully, For and on behalf of

Pou Sheng International (Holdings) Limited

Pou Sheng International (Holdings) Limited 實際國際/(控股)有限公司

Authorized Signatory

Director

Confirmed and accepted by

煤烧度

Chen Huan-Chung

Date: 14th May, 2008

Chen Huan-Chung

Dear Sir,

Re: Pou Sheng International (Holdings) Limited ("Company")
Independent Non-Executive Director

We hereby confirm your appointment as an independent non-executive director of the Company for a period of three (3) year(s) from the first day when dealings in the shares of the Company (the "Shares") commence on the Main Board of The Stock Exchange of Hong Kong Limited ("Listing Date"). Either you or the Company may terminate this appointment by giving at least three month's prior notice in writing.

Your appointment is subject at all times to the bye-laws of the Company (as may be amended from time to time) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules"). You shall retire by rotation in accordance with the bye-laws of the Company and the Listing Rules at such time as may be required by resolution of the board of directors of the Company (the "Board").

You shall be a member of the Remuneration Committee and other committees as of which you may from time to time be required to be a member by the Board or as required by the Listing Rules. You shall ensure that you are fully aware of your legal obligations, and all your obligations under the Listing Rules, and other relevant regulations and requirements, as an independent non-executive director of the Company.

In consideration of the performance of your duties, the Company shall pay you a fee of HK\$250,000 per annum, which shall be deemed to accrue on a day to day basis and payable in arrears by 12 equal monthly instalments of HK\$20,833 each. Your remuneration stated herein shall be payable on the first day of each calendar month (or if such day is not a working day, on the working day falling immediately thereafter) (each a "Payment Day") or in such other manner and at such other time as we may from time to time mutually agree. If your appointment is terminated for any reason, your remuneration payable shall be pro-rated from the date of the last payment made to you to the actual date of termination. As an independent non-executive director of the Company, you are eligible to be granted options to subscribe for Shares under the rules of the Share Option Scheme to be adopted by the Company, subject always to, inter alia, the listing of the Shares on the Stock Exchange, the decision of the Board and the provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly incurred by you in connection with the performance of your duties as an independent non-executive director of the Company, provided that you provide to the Company all appropriate receipts and vouchers.

The Company shall also take out and, at all times during the period of your appointment hereunder, maintain directors' liability insurance with a reputable insurance company in respect of the performance by you of your duties as an independent non-executive director of the Company.

Please kindly confirm your acceptance to your appointment as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

Yours faithfully,

Director

For and on behalf of

Pou Sheng International (Holdings) Limited

and h

Confirmed and accepted by:

Chen Huan-Chung

煤烧隆