



**PRIVATE AND CONFIDENTIAL**

**Supplemental Appointment Letter I**

Date: 23 March 2016

**Li I-nan**

**Re: Pou Sheng International (Holdings) Limited (“the Company”)  
Non-Executive Director**

We refer to the appointment letter dated 26 March 2013 (the “Appointment Letter”) signed between you and the Company regarding your current term of appointment as a non-executive director of the Company, which will expire on 25 March 2016.

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 26 March 2016 to 25 March 2019. Save and except as stipulated herein, all other terms of the Appointment Letter 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

**LI I-nan**



Date: 26 March 2013

**Li I-nan**

Dear Sir,

**Re: Pou Sheng International (Holdings) Limited (“Company”)  
Non-Executive Director**

We hereby confirm your appointment as a non-executive director of the Company for a period of three (3) years from the date hereof. Either you or the Company may terminate this appointment by giving at least three months’ 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 any committees 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 a non-executive director of the Company.

In consideration of the performance of your duties, the Company shall pay you a fee of HK\$150,000 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\$12,500 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 a 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 of 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 a 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 a non-executive director of the Company.

Please kindly confirm your acceptance to your appointment as a non-executive director of the Company 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**

Kwan, Heh-Der

Executive Director and Chief Executive Officer

Confirmed and accepted by:

Li I-nan