

Supplemental Appointment Letter II

Date: 1 September 2017

Shan Xue

Dear Sir,

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

We refer to the appointment letter dated 1 October 2014 (the "Original Appointment Letter") and the supplemental appointment letter I dated 1 September 2016 (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 30 September 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 1 October 2017 to 30 September 2020.

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.


Please kindly confirm your acceptance of this supplemental appointment letter II 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



Shan Xue



PRIVATE AND CONFIDENTIAL

Supplemental Appointment Letter I

Date: 1 September 2016

Shan Xue

Dear Sir,

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

We refer to the appointment letter signed between you and the Company on 1 October 2014 (the "Appointment Letter") regarding confirmation of your appointment as an independent non-executive director of the Company. Terms defined in the Appointment Letter have the same meanings when used herein.

With effect from 1 September 2016, the fifth paragraph of the Appointment Letter is hereby repealed in its entirety and is substituted as follows:

"You shall not be entitled to any remuneration."

The terms and conditions as stipulated in this letter shall be supplemental to the Appointment Letter. Save and except above, all the other terms of the Appointment Letter remain unchanged.

Please kindly confirm your acceptance of this supplemental appointment letter 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



Shan Xue

寶勝國際(控股)有限公司
Pou Sheng International (Holdings) Limited
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Date: 1 October 2014

SHAN Xue

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) 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 devote sufficient time, attention and effort diligently to the interests and affairs of the Company in the discharge of your duties in relation to the Company and the Group generally. You shall be a member of the Audit Committee, Nomination 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 an independent non-executive director of the Company. In particular, you shall promptly inform the Company of any change in information required to be disclosed pursuant to Rule 13.51(2) of the Listing Rules including any change in the number and nature of offices held in public companies or organisations and other significant commitments. You should also disclose to the Company the identity of the public companies or organisations and an indication of the time involved. You shall participate in continuous professional development to develop and refresh your knowledge and skills and shall provide a record of the training you have received to the Company.

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 in 12 equal monthly instalments of HK\$25,000 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 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 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,
For and on behalf of
Pou Sheng International (Holdings) Limited

Kwan, Heh-Der
Executive Director and Chief Executive Officer

Confirmed and accepted by:

SHAN Xue