

**BCI GROUP HOLDINGS LIMITED**  
**高門集團有限公司**  
*(incorporated in the Cayman Islands with limited liability)*

**Li Lap Sun (李立新)**

Flat D, 17/F  
Celeste Court  
No. 12, Fung Fai Terrace  
Happy Valley  
Hong Kong

Date: 14 March 2017

Dear Mr. Li,

**Independent non-executive directorship**

This letter shall set out terms and conditions of your appointment as the independent non-executive director of our company, BCI Group Holdings Limited (the “**Company**”), with effect from the date on which dealing in shares of the Company first commences on the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) for a fixed term of three years and renewable automatically for successive terms of one year each commencing from the day next after the expiry of the then current term, subject to the rotation, removal, vacation or termination of such office as set out in the articles of association of the Company (the “**Articles**”) or the disqualification to act as a director of the Company under the Articles, the Companies Law of the Cayman Islands (the “**Companies Law**”) and the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange (the “**GEM Listing Rules**”).

Under the Articles, the office of a director of the Company is liable to be vacated in certain circumstances. Among other matters, one-third of the directors of the Company are required to retire from office at each annual general meeting (they may, however, offer themselves for re-election). Further, the shareholders of the Company may remove any director of the Company by an ordinary resolution.

Your ordinary remuneration will be HK\$120,000 annually payable by 12 monthly instalments of HK\$10,000 (or a pro rata amount for an incomplete month up to the date of termination). Your remuneration shall be subject to review by the remuneration committee of the board of directors of the Company (the “**Board**”). You are also not entitled to the benefits or other entitlements which are available to the employees of the Company.

By acceptance of this appointment, you also agree and acknowledge that you only enter into this appointment as a contract for service on your own account and not as an employee (as that term is defined in the Employment Ordinance (Chapter 57 of the Laws of Hong Kong)). You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.

You will undertake the responsibilities of an independent non-executive director, as set out in the GEM Listing Rules, the Companies Law and the Articles, and you will comply with all applicable laws and regulations, including the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and rules made thereunder, and in particular:

- (a) you will comply with the applicable provisions of the GEM Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 5 of the GEM Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix 15 to the GEM Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and other applicable laws and regulations;

- (b) you will perform your fiduciary duties to the Company (including without limitation, acting honestly and in good faith and in the best interests of the Company as a whole, acting for proper purposes without using your position and powers in the Company as a means to make personal gains, and avoiding any actual or potential conflict of interest and duties), bring an objectivity and independence of view borne by your outside experience, help the Board provide the Company with effective leadership and ensure the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you will attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and remuneration committee of the Company, to which you are or will be appointed as a member. If you are unavoidably unable to attend, as much prior notice as possible should be given to the chairman of the Board;
- (d) you will disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in shares required to be disclosed by you under the Securities and Futures Ordinance and all interests in any business which may be competing with the business of the Company and its subsidiaries from time to time. You will not enter into a contract, transaction or arrangement with the Company except in accordance with the relevant provisions of the Articles or with the informed consent of shareholders of the Company in general meeting; if any contract is entered into with the Company, you shall disclose your interest in such contract entered into with the Company. You will also keep the Board informed on a continuing basis of all changes to such arrangements;
- (e) you will not undertake any management function, nor have any financial or other interests in the business of the Company or any of its subsidiaries. A holding of not more than 1 per cent. of the shares of the Company or any of its subsidiaries is, however, permitted, so long as the share(s) is/are and was/were not acquired as a gift or by means of other financial assistance from any core connected person (as defined in the GEM Listing Rules) of the Company or from the Company. Nevertheless, you may receive shares or interests in securities from the Company or its subsidiaries (but not from connected persons (as defined in the GEM Listing Rules)) as part of your director's fee or pursuant to share option schemes established in accordance with Chapter 23 of the GEM Listing Rules;
- (f) you undertake to inform the Board if you cease to qualify, or if you come to know of any circumstances which may render you no longer qualified as an independent non-executive director of the Company under the GEM Listing Rules, the Companies Law or the Articles or other applicable rules and regulations. If the Board considers that you are no longer qualified as an independent non-executive director of the Company and inform you thereof, notwithstanding any other provisions of this letter, you shall resign as an independent non-executive director or, at the absolute discretion of the Board, you will be redesignated as a non-executive director of the Company; and
- (g) you will exhibit in the performance of your duties such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding the office of director of the Company; and ensure that you can devote sufficient time and attention to matters of the Company when circumstances arise;

As required by the GEM Listing Rules, the directors of the Company are prohibited under the Articles from voting at or being counted in the quorum on any resolution of the board of directors approving any contract or arrangement or any other proposal in which they and their close associates (within the meaning of the GEM Listing Rules) are, to their knowledge, materially interested. In addition, it is provided in the GEM Listing Rules that your goodself, as an independent non-executive director, should meet the independence guidelines set out in Rule 5.09 of the GEM Listing Rules. By accepting the appointment, you will be deemed to have warranted and represented to the Company and the Stock Exchange that you satisfy the independence guidelines set out in Rule 5.09 of the GEM Listing Rules to act as an independent non-executive director.

You hereby represent and warrant to the Company that:

- (a) you are not aware of any reason why you are not suitable to act as an independent non-executive director of a company whose securities are listed on the Stock Exchange;
- (b) you are not bound by or subject to any court order, agreement, arrangement, undertaking, guarantee or indemnity which in any way restricts or prohibits you from entering into this letter of appointment or from performing your duties hereunder; and
- (c) all information contained in your Declaration and Undertaking with regard to Directors (Form A of Appendix 6 to the GEM Listing Rules) ("**Form A**") to be lodged by you is true, correct and accurate, and no material information has been omitted from Form A. You undertake that, in the event that there is any material change in the information disclosed in your Form A, you shall inform the Company in writing as early as possible thereafter. You shall act in accordance with the warranties made to the Stock Exchange in Form A.

You are aware that the information in relation to the business, finance, transactions or other matters and affairs of the Company or any of its subsidiaries which you may have access during your directorship is confidential in nature. You undertake to keep such information in strictest confidence and use such information only for the purpose of discharging your duties as an independent non-executive director of the Company. You further undertake not to disclose to any third party or use or permit to be used such information otherwise than permitted herein, whether during your directorship or after your directorship has ended. You shall not at any time (including during your directorship or after your directorship has terminated):

- (a) disclose in any form the confidential information in relation to the Company to any third party but disclosure to the relevant employees of the Company and the professionals employed by the Company if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
- (b) use the confidential information in any form for the benefit of yourself and your relatives; and
- (c) knowingly let the confidential information of the Company be divulged but the information which may be obtained by the public (which is not due to your fault or omissions) do not fall within this restriction.

All the records, memorandum, reports, documents, etc. which require your access or to which you have access during your directorship are the properties of the Company. You shall return the same to the persons designated by the Board upon the expiry of your directorship or at the request of the Board during your directorship. At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute such other contracts, undertakings or confirmations with the Company in which you accept such other restrictions as may be reasonably imposed by the Company in relation to its products, services, for such districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company and or its subsidiaries.

Your appointment will terminate automatically without any requirement for notice or compensation if:

- (a) you are disqualified to act as a director under the Articles, the Companies Law, the GEM Listing Rules or other applicable rules and regulations;
- (b) you retire from the office as a director in accordance with the Articles, the Companies Law, the GEM Listing Rules or other applicable rules and regulations;
- (c) you are removed from office as a director in accordance with the Articles, the Companies Law, the GEM Listing Rules or other applicable rules and regulations; or

- (d) you are not re-elected as a director when you offer yourself for re-election in accordance with the Articles, the Companies Law, the GEM Listing Rules or other applicable rules and regulations.

Your appointment may be terminated by the Company by summary notice in writing (and you agree that in such event you shall have no claim for damages against the Company) if you:

- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or if you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any court order; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

Subject to the above, the Company and you may terminate the appointment at any time after the Listing Date by giving to the other party at least one month's notice in writing or as may be agreed between you and the Company.

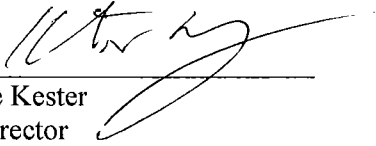
You hereby undertake to the Company to provide, pursuant to the requirements of the GEM Listing Rules, immediately upon your resignation as an independent non-executive director of the Company, an up-to-date contact information, including an address for correspondence from and service of notices and other documents by the Stock Exchange and a telephone number.

This letter is executed voluntarily and without any duress or undue influence placed upon, or exerted by, any of the parties hereto. You acknowledge that Locke Lord only acts for the Company and confirm that you have been duly advised to seek independent legal advice and to obtain independent legal representation to advise and represent you in the negotiation of this letter and that you are fully aware of your rights and obligations under this letter.

This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter. This letter of appointment shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties hereof irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

Yours faithfully,


For and on behalf of  
**BCI Group Holdings Limited**  
(高門集團有限公司)



\_\_\_\_\_  
Ng Shing Joe Kester  
Executive Director

\*\*\*\*\*

Accepted and agreed to the above.



\_\_\_\_\_  
Li Lap Sun (李立新)

Date: 14 March 2017