

16 May 2017

Room A, 3/F Yat Wing Mansion  
Lei King Wan  
43 Tai Hong Street  
Hong Kong

Dear Mr. Ong King Keung,

**Re: Appointment as Independent Non-executive Director**

We would like to confirm your appointment as an independent non-executive director of Risecomm Group Holdings Limited (瑞斯康集團控股有限公司) (the “**Company**”). In this respect, we confirm the terms of your appointment as follows:-

1. Your appointment as an independent non-executive director of the Company shall be effective for an initial term of three years commencing from 9 June 2017, the date on which dealings in the shares of the Company first commence on The Stock Exchange of Hong Kong Limited (the “**Commencement Date**”), subject to early vacation of office with not less than three months' notice in writing served by either the Company or you on the other in accordance with the articles of association of the Company as amended from time to time (the “**Articles of Association**”) and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and subject also to paragraph 10 below.
2. Your appointment is subject to the retirement and re-election provisions of the Articles of Association and the corporate governance code provision in relation to the vacation of office, retirement by rotation, re-election and removal of directors as adopted by the Company from time to time.
3. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company or, if applicable, such member of any committee of the board of directors of the Company. You shall (a) devote such of your time, your attention and skill as may reasonably be required to the duties of your office; and (b) faithfully and diligently perform such duties and exercise such powers that are consistent with your office. This will, among other things, include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member. The Company shall provide to you all necessary information (financial or otherwise) to enable the discharge of your duties and responsibilities.
4. In the discharge of your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from the Company, and all laws and regulations applicable to directors of listed companies in Hong Kong including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any

other regulatory body. In addition, you shall observe, and use all your reasonable endeavours to procure the Company observes, the rules and regulations of The Stock Exchange of Hong Kong Limited.

5. You shall provide as soon as reasonably practicable all such information and/or assistance to the Company as is reasonably required by it to discharge all its obligations under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs in relation to your appointment, continuation and termination as a director of the Company.
6. You shall not, either during the term of your appointment as an independent non-executive director of the Company or thereafter (without limit as to time), use for your own purpose or for any purposes other than those of the Company and its subsidiaries (the "**Group**"), divulge or communicate to any person (except to employees or directors of the Group whose province is to know the same or to the professional advisers or agents of the Group owing a duty of confidentiality to the Group), any trade secret or Confidential Information (as defined below) which may from time to time have come to your knowledge but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

"**Confidential Information**" shall mean details of any aspect of the business of the Company or any other company in 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, customers, contractors, suppliers and officers, information relating to know-how.

7. You shall, at all times, keep the board of directors of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.
8. Commencing from the Commencement Date, you shall be entitled to an annual director's fee in the sum of HK\$240,000 accruing from the Commencement Date or such sum as the remuneration committee of the board of directors of the Company may from time to time decide. The above director's fee shall be payable in arrears on the last day of each calendar year provided that if the appointment hereunder is terminated without any defaults of you prior to the end of a calendar year, you shall only be entitled to a proportionate part of such fee in respect of the period of service during the relevant year up to the date of termination.
9. During the continuance of the said appointment, the Company shall, upon production of receipt, reimburse you all reasonable expenses properly incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company.




10. Your appointment hereunder shall be subject to termination by the Company at any time by notice in writing if you commit any material breach of any of your obligations and/or undertakings hereunder or an act of bankruptcy or any act which would, under the Articles of Association or any applicable laws, permit the Company to terminate your appointment hereunder.
11. 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 Group (and any copies of the same) whether or not such material is created or composed of by you:-
  - (a) shall be and remain the property of the Group; and
  - (b) shall be handed over by you to the Company or to the relevant company in the Group on request by the Company or on the termination of your appointment hereunder.

The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

Please sign and return to us the duplicate copy of this letter to indicate your agreement to the terms hereof.

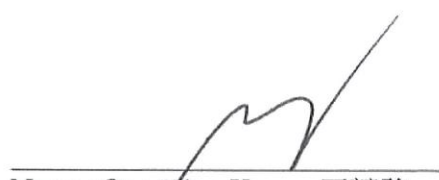
Yours sincerely,  
For and on behalf of  
Risecomm Group Holdings Limited (瑞斯康集團控股有限公司)



Name: Yue Jingxing 岳京興

Position: Director

I hereby accept my appointment as an independent non-executive director of the Company on the terms as set out above.



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Name: Ong King Keung 王競強

Date: 16 May 2017

