

ROYAL CHINA INTERNATIONAL HOLDINGS LIMITED

(皇中國際控股有限公司)

(incorporated in the Cayman Islands with limited liability)

Date : 27 August 2018

Name : Chan Kwong Ming Johnny

Address : Flat D, 13/F, Fairview Height, 1 Seymour Road, Mid-Levels, Hong Kong

Dear Sir

APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR

We hereby write to confirm the terms and conditions of your appointment as an independent non-executive director of Royal China International Holdings Limited (the “**Company**”):

1. We hereby appoint you to act as an independent non-executive director of the Company (an “**Independent Non-Executive Director**”) subject to the terms and conditions hereinafter provided.
2. Your appointment as an Independent Non-Executive Director shall take effect from the date on 27 August 2018 and shall last for a period of three years and renewable automatically for successive term of one year each commencing from the day following the expiry of the then current term, provided that either party can at any time terminate the appointment hereunder by giving three months’ prior notice in writing to the other.
3. In consideration of your agreeing to accept this appointment, the Company shall pay you a director fee in amount of HK\$240,000 per annum, such payment shall be made by the Company in twelve monthly instalment of HK\$20,000 each, and with respect to the payment of your director’s fee for any period of less than one calendar year, the amount of director’s fee shall be determined on the basis of a 365 day year and the actual number of days elapsed. The Company shall reimburse you for all out-of-pocket expenses properly and reasonably incurred in carrying out your duties or in response to any requests by the Company or board of directors of the Company to perform any duty or service in your capacity as Independent Non-Executive Director of the Company, provided that you provide to the Company all appropriate receipts and vouchers to the board of directors’ satisfaction. You are recommended to seek professional advice as to whether the amount of any remuneration payable to you as a 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.
4. (a) Your appointment is subject to the Articles of Association of the Company in force from time to time (the “**Articles of Association**”), including but not limited to:
 - (i) Article 84: Every director of the Company shall be subject to retirement at least once every three (3) years. A retiring director of the Company shall be eligible for re-election.
 - (ii) Article 83(5): The Company at the general meeting may by ordinary resolution remove any director of the Company prior to expiration of his term of office.

(iii) Article 86: A director of the Company shall vacate his office under certain circumstances.

(b) If you serve more than 9 years as an Independent Non-Executive Director, your further appointment shall be subject to a separate resolution to be approved by shareholders of the Company.

If any of the above happens (including you fail to be re-elected as the Independent Non-Executive Director), the Company may immediately notify you in writing to terminate your appointment as independent non-executive director of the Company. In such event, you shall have no right to claim against the Company for damages, compensation or otherwise.

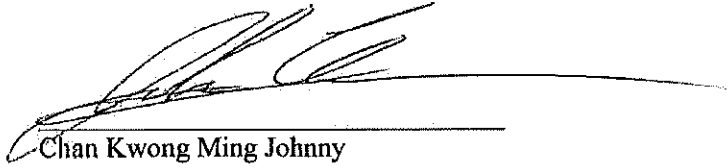
5. It is a requirement of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules") that you, as an Independent Non-Executive Director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to confirm that you satisfy the requirements to act as an Independent Non-Executive Director under the Listing Rules.
6. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an Independent Non-Executive Director. These will include (but not limited to) attending board meetings, board committee meetings and general meetings of the Company and meetings of any board committees of which you become a member.
7. In the discharge of your duties and functions as an Independent Non-Executive Director, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company 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 shares 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 your best endeavours to procure that the Company observes, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), the Listing Rules and the Hong Kong Codes on Takeovers and Mergers and Share Buy-back.
8. You shall not, either during the term of your appointment as an Independent Non-Executive Director or thereafter:
 - (a) use to the detriment or prejudice of the Company and its subsidiaries (together, the "Group") or divulge or communicate to any person any trade secret or confidential information concerning the business or affairs of the Group (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) which may have come to your knowledge; or
 - (b) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group 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).
9. You shall not, during the term of your appointment and for six months thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with any Group company without the prior written consent of the board of the Company, such consent not to be unreasonably withheld or delayed.

10. 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.
11. You shall promptly upon request by the Company or in any event upon your ceasing to be an Independent Non-Executive Director deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company, and you shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
12. Without prejudice to paragraph 2 above, your appointment hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason pursuant to the Articles of Association or any other applicable laws.

The terms of this letter of appointment are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

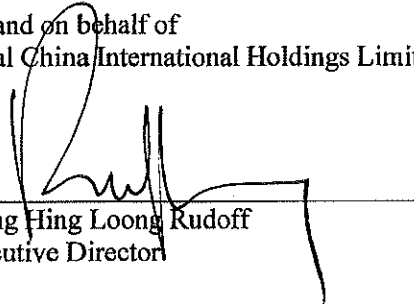
Please sign, date and return to us the duplicate copy of this letter of appointment to confirm your acceptance of its terms.

Yours faithfully



Chan Kwong Ming Johnny

For and on behalf of
Royal China International Holdings Limited



Leong Hing Loong Rudoff
Executive Director