

FDB HOLDINGS LIMITED

(a company incorporated in the Cayman Islands with limited liability)

LETTER OF APPOINTMENT FOR INDEPENDENT NON-EXECUTIVE DIRECTOR

Date: 16th day of September 2015

To: Chan Kai Nang (陳啟能)

We, **FDB HOLDINGS LIMITED** (the “Company”) HEREBY CONFIRM THAT APPOINTMENT OF Chan Kai Nang (陳啟能) (Holder of Hong Kong ID Card No. B859331(6)) at B/1 Block 2, Kent Court, 131 Boundary Street, Kowloon, Hong Kong (the “Appointee”) as an independent non-executive director of the Company be on and subject to the terms and conditions specified herein.

1. APPOINTMENT AND TERM

The said appointment shall commence from the date on which the shares of the Company are listed and from which dealings therein are permitted to take place on The Stock Exchange of Hong Kong Limited (the “Appointment Date”) and shall continue for a period of three (3) year from and including such date unless previously terminated in accordance with the terms and conditions specified herein.

2. SCOPE OF THE APPOINTMENT

2.1 For the purpose of the said appointment, the Appointee shall:-

- (a) devote such of his time, his attention and skill as may reasonably be required to the duties of his office;
- (b) supervise and provide advices to the board of directors (the “Board”) of the Company, attend board meetings and general meetings of the Company and meetings of any board committees of which the Appointee becomes a member;
- (c) faithfully and diligently perform such duties and exercise such powers consistent with the office to which he/she is appointed;
- (d) comply with all applicable provisions under The Rules Governing the Listing of Securities on the Growth Enterprise Market (“GEM”) of The Stock Exchange of Hong Kong Limited (the “GEM Listing Rules”) and the rules, regulations, policies and procedures implemented by the Company from time to time;
- (e) observe, and use the Appointee’s best endeavours to procure that the Company observes, the memorandum and articles of association of the Company, the applicable laws of Cayman Islands, 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 GEM Listing Rules and The Codes on Takeovers and Mergers and Share Buy-backs;
- (f) perform his fiduciary duties to the Company, bring an objectivity and independence of view borne by the Appointee’s outside experience, help the Board to provide the

Company within one year immediately prior to the date of his appointment, or any of their associates;

- 5.4 he does not have any material interest in any principal business activity of nor is he involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any connected persons of the Company;
- 5.5 he is not on the board of the directors of the Company specifically to protect the interests of an entity whose interests are not the same as those of the shareholders of the Company as a whole;
- 5.6 he is not and was not connected with any director, the chief executive or any substantial shareholder of the Company within two years immediately prior to the date of his appointment;
- 5.7 he is not and has not at any time during the two years immediately prior to the date of his appointment been, an executive (being a person who has any management function in the relevant company or acts as a company secretary of the relevant company) or director (other than an independent non-executive director) of the Company, of its holding company or of any of their respective subsidiaries or of any connected persons of the Company;
- 5.8 he is not financially dependent on the Company, its holding company or any of their respective subsidiaries or connected persons of the Company;
- 5.9 he has no past or present financial or other interest in the business of the Company or its subsidiaries or any connection with any connected person (as such term is defined in the GEM Listing Rules) of the Company, if any; and
- 5.10 there are no other factors or circumstances which are relevant in assessing the independence of the Appointee as an independent non-executive director of the Company under Rule 5.09 of the GEM Listing Rules, a copy of which is set forth in the annexure to this appointment letter. By accepting this appointment, the Appointee will be deemed to have represented to the Company and the Stock Exchange that the Appointee satisfied the above requirements to act as an independent non-executive director of the Company.

6. UNDERTAKINGS BY THE APPOINTEE

The Appointee hereby undertakes to the Company:-

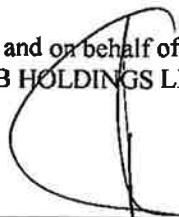
- 6.1 to inform the Company as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in Clause 5, which may affect his independence in relation to his appointment as an independent non-executive director of the Company;
- 6.2 to provide an annual confirmation of his independence to the Company;
- 6.3 to comply with all applicable laws and regulations, the GEM Listing Rules and all such other rules and guidelines issued by the Company from time to time in relation to confidentiality, dealings in shares or other securities of the Company or any member of the Group and notifications required to be made by a director to the Company and/or any other regulatory body;
- 6.4 to comply with his duties and obligations set out in Chapter 5 of the GEM Listing Rules, in

- is prejudicial to the interests of the Company or shareholders of the Company as a whole;
- (c) is guilty of any dishonesty, gross misconduct or wilful neglect of duty or commit any continued material breach of the terms of this letter;
 - (d) become bankrupt or make any arrangement or composition with his creditors or have a receiving order made against yourself;
 - (e) is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect your position in the Company); or
 - (f) is otherwise prohibited by law from fulfilling your duties hereunder.
- 7.2 Each of the Company and the Appointee shall be entitled to terminate the appointment of the Appointee hereunder at any time by giving the other at least three (3) months' notice in writing.
- 7.3 On the termination of his appointment hereunder howsoever arising the Appointee shall at the request of the Company resign from office as a director of the Company.
- 7.4 Termination of the Appointee's appointment hereunder shall be without prejudice to any rights which have accrued prior to such termination or pursuant to this letter.

8. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS

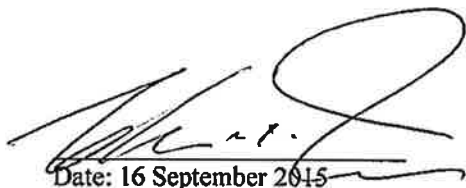
- 8.1 The Appointee shall neither during his appointment hereunder (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment hereunder:-
- (a) use or divulge or communicate to any person, company, business entity or other organization;
 - (b) use for his own purposes or for any purposes other than those of the Company or any company in the Group; or
 - (c) through any failure to exercise due care and diligence, cause any authorized disclosure of
- any trade secrets or confidential information relating to the Company or any other company in the Group, but so that these restrictions shall cease to apply to any information which shall become generally available to the public otherwise than as a result of a breach of this Clause by the Appointee.
- 8.2 "**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.
- 8.3 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 business of the

For and on behalf of
FDB HOLDINGS LIMITED



Name: Ng Kin Siu (吳建韶)
Title: Director

I, Chan Kai Nang (陳啟能), the Appointee, HEREBY AGREE TO ACT as an independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned.



Date: 16 September 2015

- (4) has a material interest in any principal business activity of or is involved in any material business dealings with the issuer, its holding company or their respective subsidiaries or with any core connected persons of the issuer;
- (5) is on the board specifically to protect the interests of an entity whose interests are not the same as those of the shareholders as a whole;
- (6) is or was connected with a director, the chief executive or a substantial shareholder of the issuer within 2 years immediately prior to the date of his proposed appointment;

Note: Without prejudice to the generality of the foregoing, any person cohabiting as a spouse with, and any child, step-child, parent, step-parent, brother, sister, stepbrother and step-sister of, a director, the chief executive or a substantial shareholder of the issuer is, for the purpose of rule 5.09(6), considered to be connected with that director, chief executive or substantial shareholder. A father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, uncle, aunt, cousin, brother-in-law, sister-in-law, nephew and niece of a director, the chief executive or a substantial shareholder of the issuer may in some circumstances also be considered to be so connected. In such cases, the issuer will need to provide the Exchange with all relevant information to enable the Exchange to make a determination.

- (7) is, or has at any time during the 2 years immediately prior to the date of his proposed appointment been, an executive or a director (other than an independent non-executive director) of the issuer, of its holding company or of any of their respective subsidiaries or of any core connected persons of the issuer;

Note: An "executive" includes any person who has any management function in the company and any person who acts as a company secretary of the company.

- (8) is financially dependent on the issuer, its holding company or any of their respective subsidiaries or core connected persons of the issuer.

An independent non-executive director shall submit to the Exchange a written confirmation which must state:

- (a) his independence as regards each of the factors referred to in rule 5.09(1) to (8);
- (b) his past or present financial or other interest in the business of the issuer or its subsidiaries or any connection with any core connected person (as such term is defined in the GEM Listing Rules) of the issuer, if any; and
- (c) that there are no other factors that may affect his independence at the same time as the submission of his declaration, undertaking and acknowledgement in the relevant form set out in Appendix 6.