

PF GROUP HOLDINGS LIMITED

Date: 2 January 2019

Private and Confidential

Mr. Ng Shu Bun Andrew
Flat 2, 3/F., Block D,
Beverly Hill,
6 Broadwood Road,
Hong Kong

Dear Mr. Ng,

Re: Independent non-executive directorship with PF Group Holdings Limited (the "Company")

1. Subject to the Company not receiving a written notice of objection from The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") as to your appointment as an independent non-executive director of the Company, the Company is pleased to offer to renew your appointment as an independent non-executive director of the Company.
2. Subject as aforesaid, the term of your appointment will commence from 6 January 2019, and shall continue for a term of one (1) year in the first instance but subject to paragraphs 7 and 8 below and/or the provisions of the Companies Ordinance (Cap 622 of the Laws of Hong Kong) (the "**Companies Ordinance**") (and upon the occurrence of any of the circumstances mentioned in paragraphs 7 or 8 below and/or in accordance with the provisions of the Companies Ordinance and/or the Articles of Association of the Company in force from time to time (the "**Articles**"), your period of office shall be shortened accordingly).
3. In consideration of your agreeing to accept this appointment, the Company shall pay you a director's fee in the amount of HK\$120,000 per annum, such payment shall be made by the Company in twelve monthly installments of HK\$10,000 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 payable shall be determined on the basis of a 365 day year and the actual number of days elapsed.
4. The Company shall reimburse your expenses reasonably incurred while performing your duties as an independent non-executive director of the Company, including reasonable travel expenses. All taxation on fees shall be borne by you.

5. You agree to carry out your duties and services as a director of the Company ("**Director**") in compliance with the Articles, board practices and procedures and codes of conduct of the Company from time to time in force as well as all applicable laws and regulations of Hong Kong and the Rules Governing the Listing of Securities on GEM of the Stock Exchange (the "**GEM Listing Rules**") from time to time in force, and as an independent non-executive Director in compliance with the specific requirements as set out in the GEM Listing Rules in force from time to time including Chapter 5. You further agree to provide your service and opinion in circumstances anticipated by Chapter 20 of the GEM Listing Rules.
6. 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, its subsidiaries and its associated corporations (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 purpose 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).
7. 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 of 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 Directors (the "**Board**"), such consent not to be unreasonably withheld or delayed.
8. You shall at all times keep the Board 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.
9. 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.

10. The Directors may be prohibited under the Articles and the GEM Listing Rules, from voting at or being counted towards quorum of Directors' meetings in respect of any resolution in which they are interested, except for those matters permitted by the relevant provisions of the Articles and the GEM Listing Rules.
11. Under the Articles, the office of a Director is liable to be vacated in certain circumstances. In addition, one-third of the Directors are required to retire from office by rotation at each annual general meeting (they may, however, offer themselves for re-election), and any Director appointed to fill any casual vacancy or as an addition to the then existing Board shall hold office until the next annual general meeting (he may, however, offer himself for re-election). Furthermore, the Articles also provide that the shareholders of the Company may, at any general meeting convened and held in accordance with the Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Director.
12. The Company shall be entitled (but not obliged) to terminate your appointment as an independent non-executive Director of the Company by not less than 3 month's prior notice in writing (or by payment in lieu of notice) given at any time. Furthermore, under the provisions of the Articles and/ or the GEM Listing Rules, the Company shall be entitled to terminate your office without prior notice. Such circumstances arise, inter alia, if you shall become bankrupt or have made any arrangement or composition with your creditors generally, or have been convicted of a criminal offence or if you shall cease to be considered independent by the Stock Exchange for the purposes of the GEM Listing Rules, or the Stock Exchange shall become of the view that you do not have the character, experience and integrity to fulfil your role effectively or are unable to demonstrate a standard of competence commensurate with your position as a director of a listed company on the Stock Exchange.
13. You are entitled to resign as an independent non-executive Director of the Company at any time by giving the Company not less than 3 month's prior notice in writing and shall comply with the GEM Listing Rules and other applicable provisions of the GEM Listing Rules and the Companies Ordinance in respect of your resignation. In so doing, you shall simultaneously tender resignation from all your offices (including, without limitation, membership of the Audit Committee and any other committees of the Board) and positions (as the case may be) in the Company and its subsidiaries, associates and affiliated companies as required by the Company.
14. You shall be permitted to participate in the share option schemes of the Company subject at all times to the requirements and/or restrictions of the GEM Listing Rules.

15. You hereby represent and warrant to the Company that:-

- (a) you have not received any interests in any securities of the Company as a gift or otherwise, or by means of other financial assistance, from a connected person (as defined in the GEM Listing Rules) of the Company or the Company itself;
- (b) you are not a director, partner or principal of any professional adviser which currently provides or has within one (1) year immediately prior to the date of your appointment provided services, nor are an employee of such professional adviser who is or has been involved in providing such services during the same period, to the Company, its associates or connected persons, or any person who was a controlling shareholder of the Company, or where there was no controlling shareholder, any person who was the chief executive or a director (other than an independent non-executive director) of the Company within one year immediately prior to the date of your appointment, or any of their associates;
- (c) you do not have any material interest in any principal business activity of or are not involved in any material business dealings with the Company, its holding company or their respective subsidiaries or with any connected persons of the Company;
- (d) you are not on the board of directors of any company specifically to protect the interest of an entity whose interests may not be the same as those of the shareholders of the Company as a whole;
- (e) you are not and was not connected with any director, the chief executive or any substantial shareholder of the Company within two (2) years immediately prior to the date of your appointment;
- (f) you are not and have not at any time during the two (2) years immediately prior to the date of your appointment been, an executive or director (other than an independent non-executive director) of the Company, of its holding company or of any of the respective subsidiaries or of any connected persons of the Company;
- (g) you are not financially dependent on the Company, its holding company or any of their respective subsidiaries or connected persons of the Company;
- (h) you do not have any past or present financial or other interest in the business of the Company or its subsidiaries or have any connection with any connected person (as defined by the GEM Listing Rules) of the Company; and
- (i) there are no other factors which are relevant in assessing your independence as a director of the Company under rule 5.09 of the GEM Listing Rules.

16. You hereby undertake to the Company;-

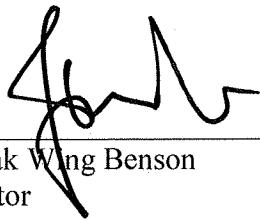
- (a) to inform the Company as soon as practicable if there is any subsequent change of circumstances which includes, but without limitation to, any of the circumstances set forth in paragraph 15, which may affect your independence in relation to your appointment as an independent non-executive Director; and
- (b) to provide an annual confirmation of your independence to the Company.

17. You undertake to keep confidential all documents and information provided by the Company to you in the course of your duties as a Director.

18. This letter of appointment is governed by Hong Kong law. This letter replaces and supersedes all previous contracts, whether written or oral, between you and the Company.

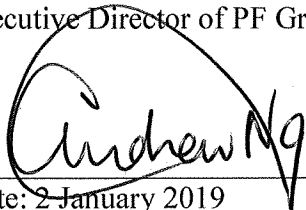
If you are in agreement with the terms set out above, please sign below and return the duplicate of this letter to us for our records.

Yours faithfully,
For and on behalf of
PF Group Holdings Limited



Lo Tak Wing Benson
Director

I, Ng Shu Bun Andrew, agree to the above terms of appointment as an independent non-executive Director of PF Group Holdings Limited.



Date: 2 January 2019