



Letter of Appointment

Date: 4 June 2012

To : Mr Tong Yee Yung, Joseph
Independent Non-Executive Director

We, Greenheart Group Limited (the “**Company**”), a company incorporated with limited liability in Bermuda whose principal place of business in Hong Kong is at 16/F., Dah Sing Financial Centre, 108 Gloucester Road, Wanchai, Hong Kong, continue to APPOINT Tong Yee Yung, Joseph (Hong Kong identity card no. E801098(A)) of Flat B, 47th Floor, Block 6, Belair on the Peak, Island South, Hong Kong (the “**Appointee**”) as an independent non-executive director of the Company on and subject to the terms and conditions specified herein (the “**Appointment**”).

1 Appointment and term

The Appointment shall be for a period of 3 years from 15 June 2012, unless terminated in accordance with the terms and conditions provided herein and subject to rotation and re-election in accordance with the Bye-laws of the Company.

2 Scope of the Appointment

2.1 For the purpose of the Appointment, the Appointee shall:

- 2.1.1 devote such of his time, attention and skill as may reasonably be required for the performance of the duties of his office;
- 2.1.2 faithfully and diligently perform such duties and exercise such powers as are consistent with the office to which he is appointed, these will include (but not limited to) attending board meetings and general meetings of the Company and meetings of any board committees of which he becomes a member.
- 2.1.3 in the discharge of such duties and in the exercise of such powers, observe and comply with all reasonable and lawful resolutions, regulations and directions from time to time made or given by the board of directors of the Company (the “**Board**”);
- 2.1.4 provide advice to the Company and/or its shareholders as the Board may from time to time reasonably require; and
- 2.1.5 exercise his best endeavours to procure the Company’s compliance with the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, the Companies Ordinance (Chapter 32 of the Laws of Hong Kong), the



Companies Act 1981 (Bermuda) as amended from time to time, the Bye-laws of the Company, and all applicable law, rules, regulations, guidelines and practice notes which are binding on or applicable to the Company and its subsidiaries (the “Group”) or the Appointee including, without prejudice to the generality of the foregoing, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the Appointee’s undertakings to the Stock Exchange.

- 2.2 The Appointee shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of his business or other activities which would or is likely to cause the Appointee to be in conflict with the interest of the Company or its subsidiaries and any matter which may affect the independence of the Appointee for the purposes of the Listing Rules.

3 Restrictions on other activities by the Appointee

- 3.1 Without the prior written consent of the Company, the Appointee shall not engage in any activity in competition with the business of the Group, or otherwise engage in any activity which could prevent the Appointee from acting as an independent non-executive director of the Company in accordance with the applicable rules of the Stock Exchange.
- 3.2 The Appointee shall comply with (a) every applicable law, (b) the Listing Rules and (c) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company, any member of the Group or any associated corporation of the Company.
- 3.3 By acceptance of this letter, the Appointee shall be deemed to comply with all the independence requirements set out in Rule 3.13 of the Listing Rules.

4 Director’s fee and expenses

- 4.1 During the continuance of the Appointment, the Appointee shall be entitled to a director’s fee of HK\$10,000 per month or such other sum as the Company may from time to time decide. Any change of remuneration package, including but not limited to the director’s fee must obtain prior approval by the remuneration committee of the Company as constituted from time to time. Such director’s fee shall accrue on a day-to-day basis and shall be payable in arrears on a monthly basis.
- 4.2 During the continuance of the Appointment, the Company shall reimburse the Appointee all reasonable expenses properly incurred by the Appointee in the performance of his duties hereunder provided that the Appointee shall provide to the Company with the relevant receipts and vouchers.



5 Termination

- 5.1 The Appointment shall be subject to termination by the Company forthwith at any time by notice in writing if the Appointee commits a breach of any of his material obligations and/or undertakings hereunder or becomes bankrupt or unable to pay his debts as they fall due or becomes prohibited or disqualified by law from acting as a director or fulfilling his duties hereunder.
- 5.2 Subject to Clause 5.1 above, the Company and the Appointee shall be entitled to terminate the appointment hereunder at any time by giving the other party at least one (1) month's notice in writing.
- 5.3 On the termination of his appointment hereunder, the Appointee shall (if he has not already ceased to be a director of the Company), at the request of the Company, resign from his office as a director of the Company and in the event of his failure to do so, within seven days after the making of such request, the Company is irrevocably authorised to appoint any person in his name and on his behalf to give notice of such resignation and to do all other things requisite to give effect to such resignation.
- 5.4 Termination of the Appointee's appointment hereunder shall not affect the continued application of Clause 6 herein and the then accrued rights and liabilities of the parties under this Letter of Appointment. In addition, the Appointee shall have no claim against the Company for damages or otherwise by reason of termination of his appointment, other than for any remuneration and other expenses due under Clause 4 herein.

6 Confidential information and company documents

- 6.1 The Appointee shall neither during the Appointment hereunder (except in the proper performance of his duties) nor at any time (without limit) after the termination of his appointment hereunder:
- 6.1.1 divulge or communicate to any person, company, business entity or other organisation; or
- 6.1.2 use, take away, cancel, destroy or retain either for his own purposes or for any purposes other than those of the Company or any member of the Group; or
- 6.1.3 through any failure to exercise due care and diligence cause any unauthorised 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.
- 6.2 "**Confidential Information**" shall mean details of any aspect of the business of the Company or any other member of 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 and officers, lists of



customers and vendors, information relating to merchandising and order management, quality assurance, product development and market intelligence, logistics, research activities, inventions, or designs.

6.3 All notes, memoranda, records, lists of customers and vendors 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 Company or any other member of the Group (and any copies of the same):

6.3.1 shall be and remain the property of the Company or the relevant member of the Group; and

6.3.2 shall be handed over by the Appointee to the Company or to the relevant member of the Group on demand on the termination of the Appointee's appointment hereunder.

7 Notices

Any notice required to be given hereunder shall, in the case of notice to the Company be deemed duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to the Appointee, if handed to him personally or left at or sent by registered post to his last known address in Hong Kong. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post 48 hours after posting.

8. Miscellaneous Terms

This Letter of Appointment cancels and is in substitution for all previous letters of appointment, agreements and arrangements (whether oral or in writing) relating to the subject matter contained within between the Company and the Appointee, all of which shall be deemed to have been terminated by mutual consent.

This Letter of Appointment and any policy expressly states to be contractual form the entire agreement between the Appointee and the Company of the terms upon which the Appointee is appointed.

9. Amendment

Any amendment or waiver of any provision of this Letter of Appointment and any waiver of any default under this Letter of Appointment shall only be effective if made in writing and signed by or on behalf of the party against whom the amendment or waiver is asserted.



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10. Law and jurisdiction

This Letter of Appointment shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

For and on behalf of
Greenheart Group Limited

XJudson

William Judson Martin
Executive Director

I, Tong Yee Yung, Joseph, HEREBY ACCEPT the Appointment and AGREE TO ACT as an independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned. I FURTHER CONFIRM that I am able to satisfy the independence requirements set out in Rule 3.13 of the Listing Rules.

Tong Yee Yung, Joseph

Date: *12 June 2012*