



莊勝百貨集團有限公司

JUNEFIELD DEPARTMENT STORE GROUP LIMITED
(Incorporated in Bermuda with limited liability)

Letter of Appointment – Independent Non-Executive Director

Mr. Cao Kuangyu
26D Tower 2, Harbour Place
Hung Hom
Hong Kong

Date: 16 January 2017

We, Junefield Department Store Group Limited, are a company incorporated under the laws of Bermuda whose registered office is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the “**Company**”) and whose principal place of business in Hong Kong is at 13/F., Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong HEREBY APPOINT Mr. Cao Kuangyu of 26D Tower 2, Harbour Place, Hung Hom, Hong Kong, (the “**Appointee**”) as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

1. APPOINTMENT AND TERM

1.01 The said appointment shall commence on 16 January 2017 and shall continue subject as hereinafter mentioned for a period of 2 years from such date unless previously terminated in accordance with the terms and conditions specified herein.

2. SCOPE OF THE APPOINTMENT

2.01 For the purpose of the said appointment, the Appointee shall:

- (a) devote such of his time and his attention and skill as may reasonably be required to discharge the duties of his office;
- (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed; and
- (c) comply with all applicable rules of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and the Company’s rules, regulations, policies and procedures from time to time in force.

2.02 The Appointee, being appointed as an independent non-executive director of the Company, also acts as:

- (i) a member of an audit committee of the Company which shall be delegated with the powers of the Directors of the Company in relation to, inter alia, the review and supervision of the financial reporting process and internal controls of the Group;

- (ii) a member of the remuneration committee to review the directors' remuneration policies; and
- (iii) a member of the nomination committee to review the structure, size and composition of the Board of Directors, in accordance with Appendix 14 of the Listing Rules (hereinafter defined).

2.03 The Appointee shall at all times keep the Board of Directors of the Company 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.

3. RESTRICTIONS ON OTHER ACTIVITIES BY THE APPOINTEE

3.01 During the term of this Agreement:-

- (a) the Appointee shall not engage in any activity in competition with the business of the Company, 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; and
- (b) the Appointee shall comply with (i) every applicable rule of law, (ii) the Rules Governing the Listing of Securities on the Stock Exchange (“**Listing Rules**”) and (iii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.

For the purpose of this letter, the “**Group**” means the company and its subsidiaries (as such term is defined in the Listing Rules).

4. REMUNERATION

4.01 During the term of this Agreement, the Appointee shall be entitled to a monthly remuneration in the sum of Hong Kong Dollars Fifteen Thousand (HK\$15,000.00) or such higher sum as the Company may from time to time decide.

4.02 During the term of this Agreement, the Company shall reimburse the Appointee all expenses properly incurred by the Appointee in the performance of his duties hereunder or otherwise in connection with the business of the Company.

5. TERMINATION

5.01 The appointment of the Appointee hereunder shall be subject to termination by the Company at any time by summary notice in writing if the Appointee commits any breach of any of his material obligations and/or undertakings hereunder or commits an act of bankruptcy or commits any act which would, under applicable laws and regulations, permit the Company to terminate his appointment hereunder.

- 5.02 The Appointee shall be entitled to terminate his appointment hereunder at any time by giving the Company at least one (1) month's notice in writing (or such other time as mutually agreed), or if the Appointee are not duly re-elected at annual general meeting of the Company.
- 5.03 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 and (if appropriate) as a director of any other members of the Group.
- 5.04 Termination of the Appointee's appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 6.

6. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS

- 6.01 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) 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 unauthorized disclosure of any trade secrets or Confidential Information (as defined in Clause 6.02 hereof) 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.
- 6.02 **"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, know-how, financial information, results and forecasts, business plans, business proposals, details of employees and officers, information relating to research activities, inventions, or designs.
- 6.03 All notes, memoranda, records, lists of tenants 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 company in the Group (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant company in the Group; and
- (b) shall be handed over by the Appointee to the Company or to the relevant company in the Group on demand on the termination of the Appointee's appointment hereunder.

7. NOTICES

7.01 Any notice required to be given hereunder shall be in writing and delivered or sent to the relevant party personally or by fax or at its address set out in this Letter of Appointment or to such other address as such party hereto may from time to time designate to the others of them in writing. Any such notice shall be deemed to be have been validly given (a) if delivered personally, at the time of such delivery; (b) if given or dispatched by post, 7 days after the time of posting; and (c) if given or made by fax, at the time of dispatched.

8. CHOICE OF LAW

8.01 This Letter of Appointment shall be governed by and construed in accordance with the laws of 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.

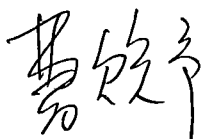
For and on behalf of
JUNEFIELD DEPARTMENT STORE GROUP LIMITED



Name: Zhang Min

Title: Executive Director and Chief Executive Officer

I, Cao Kuangyu of 26D Tower 2, Harbour Place, Hung Hom, Hong Kong, the Appointee, HEREBY AGREE TO ACT as independent non-executive director of the Company on and subject to the terms and conditions as hereinbefore mentioned.



Cao Kuangyu

Date: 16 January 2017