

**CHINA KANGDA FOOD COMPANY LIMITED**

**APPOINTMENT LETTER**

Date: June 19 2019

**Mr. Lu Zhiwen**

Dear Mr. Lu,

**China Kangda Food Company Limited - Independent Non-Executive Directorship**

We hereby write to confirm the terms of your appointment as an independent non-executive director of China Kangda Food Company Limited (the "**Company**");

1. The Company intends to continue to appoint you as an independent non-executive director of the Company ("INED Appointment") subject to the terms and conditions below.
2. Subject to the provisions below, your INED Appointment shall be for a period of 1 year, which has commenced with effect from 19 June 2019 and will end on 18 June 2020 (both dates inclusive) subject to re-election by the shareholders of the Company.
3. Your INED appointment is subject to the provisions of the Company's bye-laws, the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**") and the rules and regulations ("**SGX-ST Listing Rules**") of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") in force from time to time including, but not limited to, the removal provisions and provisions on retirement by rotation of the directors set out in the bye-laws.
4. You shall perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company. These will include attending board meetings and general meetings of the Company and meetings of any board committees (including the audit committee, remuneration committee and nomination committee) of which you are a chairman or member.
5. You shall comply with all your obligations under the bye-laws of the Company in force from time to time and all laws applicable to you and 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 will observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and SGX-ST (including without limitation, the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases as amended from time to time. Without limiting to the generality of the foregoing, you agree that you will at all times during the term of your INED appointment:

- (a) comply with Rules 3.08, 3.09, 3.13 and 3.20 of the Listing Rules applicable to independent non-executive directors of listed companies;
  - (b) comply with the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 of the Listing Rules or such other code on no less exacting terms for securities transactions by directors as may be adopted by the Company from time to time;
  - (c) at the minimum perform the functions of an independent non-executive director (in addition to the functions of a director of a listed company) as required by the Code on Corporate Governance Practices as set out in Appendix 14 of the Listing Rules;
  - (d) not engage in any activity in competition with the business of the Company and its subsidiaries (“**Group**”), or otherwise engage in any activity which could prevent you from acting as an independent non-executive director of the Company in accordance with the Listing Rules and SGX-ST Listing Rules; and
  - (e) undertake to inform the Company as soon as you are aware that you are in breach of any requirements under the bye-laws of the Company or any relevant laws (including but not limited to the laws of Hong Kong and Singapore), rules and regulations (including but not limited to the Listing Rules and SGX-ST Listing Rules).
6. As required by the Listing Rules and SGX-ST Listing Rules, where applicable, (a) the directors of the Company are prohibited under certain circumstances from voting at or being counted towards the quorum of a directors’ meeting in respect of any resolution in which they are interested; and (b) your goodself, as 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 signing this letter of appointment, you will be deemed to have represented and undertaken to the Company, the Stock Exchange and the SGX-ST that you satisfy the above requirements to act as an independent non-executive director of the Company. During the term of your INED appointment, you shall notify the board of directors of the Company, the Stock Exchange and the SGX-ST in writing immediately upon the occurrence of, or your becoming aware of, any matter which may affect your independence under the Listing Rules, the SGX-ST Listing Rules and the Code of Corporate Governance of Singapore.
7. You agree that in the event of any change in the requirements or obligations of the Listing Rules, the SGX-ST Listing Rules and/or the Code of Corporate Governance of Singapore applicable to an independent non-executive director, this agreement and the appointment hereunder shall be terminated and a new agreement be entered into between us and yourself to ensure compliance with any such changes to the Listing Rules, the SGX-ST Listing Rules and/or the Code of Corporate Governance of Singapore.
8. Unless otherwise determined by the board of directors of the Company, your remuneration for acting as an independent non-executive director (as well as a member of the audit committee, nomination committee and remuneration committee) of the Company is HK\$240,000 per annum which shall be payable after each annual general meeting of the Company.
9. The Company shall reimburse you for all expenses properly and reasonably incurred

by you in the conduct of the Company's business at the request of the Company or in the discharge of your duties as a director including any reasonable expenses you may incur in seeking advice from the Company's financial and legal advisers or other independent financial and legal advisers at the request of the Company and which is reasonably required in the proper discharge of your duties.

10. Your appointment hereunder shall terminate on the earlier of:
  - (a) the date of expiry of the period specified in paragraph 2 above;
  - (b) your ceasing to be a director or an independent non-executive director for any reason pursuant to the Company's memorandum and bye-laws in force from time to time or any other applicable laws, regulations or rules; or
  - (c) the service of a 1 month written notice by the Company or yourself.
11. The effective date of the terms of your INED Appointment pursuant to this appointment letter is 19 June 2019 and this appointment letter shall be in substitution for and supersedes all and any previous service agreements or letters of appointment entered into between you and the Company and for any terms of employment previously in force between you and the Company, whether or not on a legal or formal basis which shall be deemed to have been cancelled with effect from the effective date of this letter of appointment, being 19 June 2017.
12. The terms of this letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

Please sign and return the duplicate copy of this letter to indicate your acceptance of the terms set out herein.

Yours faithfully,

For and on behalf of

China Kangda Food Company



Director

I, the undersigned, hereby accept the terms of my appointment as an independent non-executive director of China Kangda Food Company Limited as set out above.

Signed : 

Name : **Mr. Lu Zhiwen**

Date : 19 June 2019