



**INTEGRATED WASTE SOLUTIONS GROUP HOLDINGS LIMITED**  
*(Incorporated in the Cayman Islands with limited liability)*

Mr. Cheng Chi Ming Brian  
8 Black's Link, Hong Kong

27<sup>th</sup> December 2013

Dear Mr. Cheng,

**Appointments as a Non-Executive Director and Chairman of  
INTEGRATED WASTE SOLUTIONS GROUP HOLDINGS LIMITED  
(the "Company" together with its subsidiaries, the "Group")**

We hereby write to confirm the terms and conditions of your appointments as a non-executive director and Chairman of the Company:-

1. We hereby appoint you to act as a non-executive director of the Company (an "**Non-Executive Director**") subject to the terms and conditions hereinafter provided.
2. The said appointments as a Non-Executive Director and Chairman of the Company shall commence with effect from 1<sup>st</sup> January 2014 and last for a period of three years, provided that we can at any time terminate your appointments hereunder by giving you not less than six months' prior notice in writing.
3. Your annual Director's fee and Chairman's fee shall be HK\$720,000.00 with effect from 1<sup>st</sup> January 2014 until further notice of change, and payable monthly in arrears which shall accrue on a daily basis. You are recommended to seek professional advice on whether the amount of any remuneration payable to you as director of the Company is subject to Hong Kong salaries tax and, if so, to include the details of such remuneration in your salaries tax return.
4. Your appointments are subject to the provisions of the Company's articles of association in force from time to time (the "**Articles**").
5. You shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a Non-Executive Director. These will include (but not limited to) attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member.
6. In the discharge of your duties and functions as a Non-Executive Director and Chairman of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including but not limited to the Rules ("**Listing Rules**") Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**").




7. You shall not, either during the term of your appointment as a Non-Executive Director or thereafter:-
  - (a) use to the detriment or prejudice of the Company and its subsidiaries (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 purposes 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).
8. You shall not, during the term of your appointments 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 or 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 the Company, such consent not to be unreasonably withheld or delayed.
9. You shall promptly upon request by the Company or in any event upon your ceasing to be a 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. By accepting this appointments, you undertake to the Company to comply with all applicable laws and regulations, the Listing Rules and all such other rules and guidelines issued by the Company from time to time in relation to dealings in shares or other securities of the Company or any member of the Group and to comply with your duties and obligations set out in Chapter 3 of the Listing Rules and the “Corporate Governance Code” contained in Appendix 14 to the Listing Rules.
11. Without prejudice to paragraph 2 above, your appointments hereunder shall forthwith terminate on your ceasing to be a director of the Company for any reason pursuant to the Articles or any other applicable laws.
12. By signing on this agreement, you have agreed that this contract will supersede and replace all the existing and previous understandings, agreements or contracts, written or verbal, between Non-Executive Director and the Company.
13. Your signature on the duplicate copy of this letter shall constitute your irrevocable resignation as a director of the Company with effect from the date of expiry of the term of your appointments as specified in paragraph 2 above provided that if the board of directors of the Company agree with you in writing that you will serve as a director until a later date than the date of your resignation shall be effective from such later date or any extension thereof agreed in writing as aforesaid.



Yours faithfully,

**for and on behalf of  
INTEGRATED WASTE SOLUTIONS GROUP HOLDINGS LIMITED**



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Suen Wing Yip  
Executive Director

Please sign, date and return the attached copy of this letter to us, confirming your acceptance of the appointments and its terms set out herein. This letter and the contract resulting from your acceptance of appointments shall be governed by and construed in accordance with the laws of Hong Kong and each of the parties hereto shall irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.



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**Cheng Chi Ming Brian**  
Date: