
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM S-8

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CHINA METRO-RURAL HOLDINGS LIMITED

(Exact name of registrant as specified in its charter)

British Virgin Islands
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification No.)

**Suite 2208-14, 22/F, Sun Life Tower, The Gateway
15 Canton Road, Tsimshatsui, Kowloon, Hong Kong**
(Address of Principal Executive Offices)

**Consulting Agreement between China Metro-Rural Holdings Limited
(formerly Man Sang International (B.V.I.) Limited) and Wang Lin Hui**
(Full title of the plan)

**National Registered Agents, Inc.
875 Avenue of the Americas, Suite 501
New York, New York 10001**
(Name and address of agent for service)

(845) 398-0900
(Telephone number, including area code, of agent for service)

With copies to:

**Mr. Cheng Chung Hing, Ricky
President and Chairman of the Board of Directors
China Metro-Rural Holdings Limited
Suite 2208-14, 22/F, Sun Life Tower, The Gateway
15 Canton Road, Tsimshatsui, Kowloon, Hong Kong
Telephone: (852) 2317 9888**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Ordinary Shares, par value of US\$0.001 per share	300,000(2)	\$693,000(3)	\$693,000(3)	\$49.42

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any additional ordinary shares (“Ordinary Shares”) of China Metro-Rural Holdings Limited (formerly Man Sang International (B.V.I.) Limited) (the “Registrant”) that may be offered or issued under the Consulting Agreement, dated as of March 11, 2010, by and between the Registrant and Mr. Wang Lin Hui (the “Consulting Agreement”) to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (2) Represents 300,000 Ordinary Shares issued pursuant to the Consulting Agreement.
- (3) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and Rule 457(h) of the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price with respect to the shares are calculated based on \$2.31 per share, the average of the high and low prices of the Ordinary Shares, as reported on the NYSE Amex on March 25, 2010, a date within five business days prior to the filing of this Registration Statement.

EXPLANATORY NOTE

This Registration Statement is being filed by the Registrant in accordance with the requirements of Form S-8 under the Securities Act in order to register 300,000 Ordinary Shares, the amount of Ordinary Shares issuable under the Consulting Agreement, which is filed as an exhibit to this Registration Statement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

ITEM 1. PLAN INFORMATION.*

Not required to be filed with this Registration Statement.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION.*

Not required to be filed with this Registration Statement.

* The documents containing the information specified in "Item 1. Plan Information" and "Item 2. Registrant Information and Employee Plan Annual Information" of this Registration Statement will be sent or given to the Consultant as specified by Rule 428 (b)(1) under the Securities Act. In accordance with the Note to Part I of Form S-8, such documents are not required to be, and are not, filed with the U.S. Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the Registrant with the Commission are hereby incorporated by reference into this Registration Statement:

- (a) The Registrant's Current Report on Form 6-K, filed with the Commission on March 26, 2010
- (b) The Registrant's Current Report on Form 6-K, filed with the Commission on March 24, 2010;
- (c) The Registrant's Current Report on Form 6-K, filed with the Commission on March 23, 2010;
- (d) The Registrant's Current Report on Form 6-K, filed with the Commission on March 1, 2010, which includes the Registrant's audited financial statements for the year ended March 31, 2009 and unaudited financial statements for the nine months ended December 31, 2009;
- (e) The Registrant's Current Report on Form 6-K, filed with the Commission on March 1, 2010;
- (f) The Registrant's Current Report on Form 6-K, filed with the Commission on February 19, 2010;
- (g) The Registrant's Current Report on Form 6-K, filed with the Commission on December 29, 2009;
- (h) The Registrant's Current Report on Form 6-K, filed with the Commission on December 17, 2009;
- (i) The Registrant's Current Report on Form 6-K, filed with the Commission on October 9, 2009;
- (j) The Registrant's Current Report on Form 6-K, filed with the Commission on September 25, 2009;
- (k) The Registrant's Current Report on Form 6-K, filed with the Commission on September 1, 2009;

- (l) The Annual Report on Form 10-K of Man Sang Holdings, Inc. (File No. 001-32592) (“Man Sang Nevada”) for the fiscal year ended March 31, 2009, filed by Man Sang Nevada with the Commission on June 12, 2009;
- (m) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on June 26, 2009;
- (n) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on July 20, 2009;
- (o) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on July 21, 2009;
- (p) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on July 24, 2009;
- (q) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on August 4, 2009;
- (r) The Quarterly Report on Form 10-Q of Man Sang Nevada for the quarterly period ended June 30, 2009, filed by Man Sang Nevada with the Commission on August 14, 2009;
- (s) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on August 25, 2009;
- (t) The Current Report on Form 8-K of Man Sang Nevada, filed by Man Sang Nevada with the Commission on August 27, 2009; and
- (u) The description of common stock, par value \$0.001, contained in Man Sang Nevada’s Registration Statement on Form 8-A, filed by Man Sang Nevada with the Commission on August 3, 2005 pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as amended by the Registrant’s Registration Statement on Form 8-K12G3, filed with the Commission on August 27, 2009 (File No. 000-53776), pursuant to which the Registrant notified the Commission that the Registrant is the successor issuer to Man Sang Nevada pursuant to Rule 12g-3 under the Exchange Act and the Ordinary Shares are deemed registered under Section 12(b) of the Exchange Act pursuant to paragraph (a) of Rule 12g-3; including any amendment or report filed for the purpose of updating such description.

All other reports and other documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part of this Registration Statement from the date of the filing of such reports and documents, except as to any portion of any future annual or quarterly report to shareholders or document that is not deemed filed under such provisions.

For the purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

You should rely only on the information provided or incorporated by reference in this Registration Statement or any related prospectus. The Registrant has not authorized anyone to provide you with different information. You should not assume that the information in this Registration Statement or any related prospectus is accurate as of any date other than the date on the front of the document.

You may contact the Registrant in writing or orally to request copies of the above-referenced filings, without charge (excluding exhibits to such documents unless such exhibits are specifically incorporated by reference into the information incorporated into this Registration Statement). Requests for such information should be directed to:

Investor Relations Department
China Metro-Rural Holdings Limited
Suite 2208-14, 22/F, Sun Life Tower, The Gateway
15 Canton Road, Tsimshatsui, Kowloon, Hong Kong
Telephone: (852) 2317 9888

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant is incorporated under the laws of the British Virgin Islands. The BVI Companies Act, 2004 of the laws of the British Virgin Islands (the “Companies Act”) permits a British Virgin Islands business company to indemnify its directors and officers. British Virgin Islands law does not limit the extent to which a company’s articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the British Virgin Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime.

Pursuant to the Registrant’s Amended and Restated Memorandum and Articles of Association, the Registrant may indemnify its directors, officers and liquidators or any person who is or was, at the request of the Registrant, serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise against all expenses (including legal fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such persons in connection with legal, administrative or investigative proceedings to which they are a party or are threatened to be made a party by reason of their acting as the Registrant’s director, officer or liquidator. To be entitled to indemnification, the person seeking indemnification must have acted honestly and in good faith and in what such person believed to be the best interests of the Registrant, and, in the case of criminal proceedings, such person must have had no reasonable cause to believe his or her conduct was unlawful.

The Companies Act also permits a British Virgin Islands business company to acquire liability insurance for any person who is or was a director, officer or liquidator of the Registrant, or who at the request of the Registrant is or was serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise. The Registrant has an insurance policy covering its officers and directors, which insures against certain liabilities that officers and directors in its group companies may incur in such capacities, including liabilities arising under the U.S. securities laws, subject to certain exceptions.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

<u>Exhibit Number</u>	<u>Description of Document</u>
5.1	Opinion of Conyers Dill & Pearman.
23.1	Consent of Grant Thornton, Independent Registered Public Accounting Firm.
23.2	Consent of Conyers Dill & Pearman (included in opinion filed as Exhibit 5.1).
24.1	Power of Attorney. Reference is made to the signature page of this Registration Statement on Form S-8.
99.1	Consulting Agreement, dated as of March 11, 2010, by and between the Registrant and Mr. Wang Lin Hui.

ITEM 9. UNDERTAKINGS.

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, that:

(A) paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Signature of Authorized Representative in the United States

Pursuant to the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of China Metro-Rural Holdings Limited, has signed this registration statement or amendment thereto in the City of Tappan, State of New York, on March 29, 2010.

NATIONAL REGISTERED AGENTS, INC.

By: /s/ PATRICK J. O'NEILL
Name: **Patrick J. O'Neill**
Title: **Vice President**

EXHIBIT INDEX

**Exhibit
Number**

Description of Document

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24.1	Power of Attorney. Reference is made to the signature page of this Registration Statement on Form S-8.
99.1	Consulting Agreement, dated as of March 11, 2010, by and between the Registrant and Mr. Wang Lin Hui.

Conyers Dill & Pearman
BARRISTERS & ATTORNEYS

2901 ONE EXCHANGE SQUARE, 8 CONNAUGHT PLACE, CENTRAL, HONG KONG
TEL: (852) 2524 7106 FAX: (852) 2845 9268 OR (852) 2596 0418
EMAIL: HONGKONG@CONYERSDILLANDPEARMAN.COM
WWW.CONYERSDILLANDPEARMAN.COM

PARTNERS:
LILIAN S.C. WOO
DAVID M. LAMB
CHRISTOPHER W.H. BICKLEY
VIVIEN C. S. FUNG
PIERS J. D. ALEXANDER

March 30, 2010

China Metro-Rural Holdings Limited
Suite 2208-14, 22/F
Sun Life Tower, The Gateway
15 Canton Road
Tsimshatsui
Kowloon
Hong Kong

DIRECT LINE: (852) 2842 9531
E-MAIL: Anna.Chong@conyersdillandpearman.com
OUR REF: AC/al/#321460 (M# 892995)
YOUR REF:

Dear Sirs

China Metro-Rural Holdings Limited (formerly known as Man Sang International (B.V.I.) Limited) (the “Company”)

We have acted as special British Virgin Islands legal counsel to the Company in connection with a registration statement on Form S-8 filed by the Company with the United States Securities and Exchange Commission (the “**Commission**”) on March 30, 2010 (the “**Registration Statement**”, which term does not include any exhibits thereto), relating to the registration of an aggregate of 300,000 shares, par value US\$0.001 per share, of the Company (the “**Ordinary Shares**”) which shares were issued pursuant to that certain Consulting Agreement, dated as of March 11, 2010, by and between the Company and Mr. Wang Lin Hui (the “**Consulting Agreement**”).

For the purposes of giving this opinion, we have examined and relied upon copies of the following documents:

- (i) the Registration Statement; and
- (ii) the Consulting Agreement.

We have also reviewed and relied upon (1) the Memorandum and Articles of Association of the Company, (2) a copy of the written resolutions of the directors of the Company passed on March 11, 2010 (the “**Resolutions**”), (3) a certificate of good standing of the Company dated March 16, 2010 and (4) such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

Anguilla Bermuda British Virgin Islands Cayman Islands Dubai Hong Kong London Mauritius Moscow Sao Paulo Singapore

Advising on the laws of Anguilla, Bermuda, British Virgin Islands, Cayman Islands and Mauritius

China Metro-Rural Holdings Limited
March 30, 2010

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies of documents (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) the accuracy and completeness of all factual representations made in the Registration Statement and other documents reviewed by us, (c) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings, or by unanimous written resolutions, remain in full force and effect and have not been rescinded or amended, (d) that there is no provision of the law of any jurisdiction, other than the British Virgin Islands, which would have any implication in relation to the opinions expressed herein, and (e) that upon issue of any shares to be sold by the Company the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof; and (f) the validity and binding effect under the laws of the United States of America of the Registration Statement and that the Registration Statement will be duly filed with the Commission.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than the British Virgin Islands. This opinion is to be governed by and construed in accordance with the laws of the British Virgin Islands and is limited to and is given on the basis of the current law and practice in the British Virgin Islands. This opinion is issued solely for the purposes of the filing of the Registration Statement and the offering of the Shares by the Company and is not to be relied upon in respect of any other matter.

On the basis of and subject to the foregoing, we are of the opinion that the Ordinary Shares, when issued and paid for as contemplated by the Registration Statement and the Consulting Agreement, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue or holding of such shares).

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully

/s/ Conyers Dill & Pearman
Conyers Dill & Pearman



Member of Grant Thornton International Ltd

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated June 11, 2009 with respect to the consolidated financial statements of Man Sang Holdings, Inc. appearing in the 2009 Annual Report of Man Sang Holdings, Inc. to its shareholders and with respect to the schedules included in the Annual Report on Form 10-K for the year ended March 31, 2009 which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned report.

/s/ Grant Thornton

GRANT THORNTON

Hong Kong

March 26, 2010

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT dated 11 March 2010 (this "Agreement") has been entered into by and between:

- A. Man Sang International (B.V.I.) Limited, which is registered in the British Virgin Islands with its head office situated at Suites 2208-14, 22/F, Sun Life Tower, The Gateway, 15 Canton Road, Tsimshatsui, Kowloon, Hong Kong. (hereinafter referred to as "Man Sang"); and
- B. Mr. Wang Lin Hui, at Suite 1601, Beverly House, 8193-107 Lockhart Road, Wanchai, Hong Kong (hereinafter referred to as "Consultant").

WHEREAS:-

Man Sang wishes to engage Consultant to provide advice on financial analysis and modeling, structuring and negotiating a strategic transaction, and Consultant has agreed to provide such services on an exclusive basis to Man Sang upon the terms and conditions hereinafter set out. NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. The Services

In consideration of the shares issuable to Consultant pursuant to the terms and conditions hereinafter contained, Consultant hereby agrees that it will provide to Man Sang the services set forth in Section 2 hereof (such services being hereinafter collectively called "the Services").

2. Scope of the Services

Consultant will act as the strategic transaction Consultant to Man Sang, subject to extension by mutual agreement in writing. Consultant will:

- (A) together with other professional advisers of Consultant, provide Man Sang with assistance in acquiring China Metro-Rural Limited, a British Virgin Islands company (the "Acquisition");
- (B) provide financial data and models to Man Sang's management and Board of Directors in connection with such Acquisition;
- (C) regularly report on the status of the services Consultant is providing to Man Sang;
- (D) Assist with Man Sang's due diligence with respect to the Acquisition; and
- (E) Perform additional services related to the foregoing.

3. Basis of Remuneration

The basis of Consultant's remuneration for the Services shall be as follows:

- (i) Contingent upon the completion of the Acquisition, Man Sang will issue Consultant 300,000 ordinary shares of Man Sang, US\$0.001 par value per share (the "Shares"), which shares shall be issued pursuant to a Registration Statement on Form S-8 filed by Man Sang with the Securities and Exchange Commission, provided that (i) Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of the Services pursuant to this Agreement, (ii) Consultant agrees to accept exclusive liability for complying with all applicable federal, state and local laws governing self-employed individuals, including, without limitation, obligations such as the payment of taxes, social security, disability and other contributions based on the transactions contemplated by this Agreement, and (iii) Consultant hereby agrees to indemnify, hold harmless and defend Man Sang from and against any and all such taxes and contributions, as well as any penalties and interest arising therefrom.
- (ii) All the reasonable and undisputed expenses incurred, such as transportation, mail, copy and fax charges, etc., shall be reimbursed to Consultant by Man Sang within 30 days of receipt of the related invoices.

4. Undertakings and Acknowledgement

- (A) Man Sang will not enter into any agreement, commitment or understanding (whether legally binding or not) with any person which may directly or indirectly affect or be relevant in connection with the Services without previously informing Consultant.
- (B) Man Sang or any of its affiliates will not publish, or arrange for the publication of, any document or announcement in relation to or having any material effect on the Services, without the prior consent of Consultant, which consent shall not be unreasonable withheld, conditioned or delayed by Consultant.
- (C) Each party agrees that any advice, written or oral, provided by Consultant to Man Sang and any information, written or oral, provided by Man Sang to Consultant pursuant to the terms of this letter, will be solely for the purpose of and in connection with the Services and is not to be used, circulated, quoted or otherwise referred to or publicly filed or disclosed for any other purpose, except in each case with the provider's prior written consent.
- (D) Consultant shall comply with any applicable legal or regulatory requirements.

5. Confidentiality

Consultant undertakes to keep confidential any information which is provided to it by Man Sang and which is not publicly available and not to disclose such information to third parties, otherwise than in accordance with the Man Sang's prior written instructions. Consultant agrees not to use any information which is provided to it by Man Sang other than in connection with Consultant's performance of the Services unless expressly authorized in writing by Man Sang. Disclosure will be permitted as required by law or any relevant regulatory authority and Consultant shall to the extent required by law or any relevant authority, be entitled to disclose any information known to Consultant, and/or to produce any documents, relating to the Man Sang's business or affairs. Where possible, before making any required disclosure, Consultant will use his best efforts to notify Man Sang to provide the opportunity for Man Sang to contest such disclosure by lawful means.

6. Indemnity

Man Sang shall indemnify Consultant against all claims, actions, proceedings, investigations, demands, judgments and awards (together "Claims") which may be instituted, made, threatened or alleged against or otherwise involve Consultant, and against all losses, liabilities, damages, costs, charges and expenses (together "Losses") which may be suffered or incurred by Consultant, in connection with or arising out of the Services rendered or duties performed by Consultant under this Agreement except where the Claims and Losses have arisen as a result of gross negligence or willful misconduct of Consultant or of Consultant's professional advisors or agents.

7. Entire Agreement

This Agreement and all other documents referred to herein constitute the entire Agreement of the parties hereto with respect of the subject matter hereof and shall supersede any prior Expressions of intent or understanding with respect to this transaction. This Agreement may be amended only by instrument in writing signed by both parties hereto.

8. Term

This Agreement, unless renewed or extended in writing by another parties, shall expire two months from the date hereof.

9. Notices

(A) All notices that are required or which may be given pursuant to this Agreement shall be either hand delivered or mailed by prepaid registered mail to the following addresses or such other addresses and persons as either party hereto may from time to time notify in writing to the other

To: Man Sang International (B.V.I.) Limited
2208-14, 22/F, Sun Life Tower, The Gateway, 15 Canton Road, Tsimshatsui, Kowloon, Hong Kong
To: Wang Lin Hui
Suite 1601, Beverly House, 8193-107 Lockhart Road, Wanchai, Hong Kong.

Any such notice shall (subject to sub-clause (B) hereof) be either delivered by hand or sent by registered mail and is so sent shall be deemed to have been given on the date of its receipt at the address to which such notice is no directed regardless of any other date that may appear thereon. Any such notice shall be deemed to have been received in the absence of evidence to the contrary six (6) days after deposit in the mail.

- (B) (i) Any notice may be given or made by facsimile
- (ii) Any notice by facsimile shall be deemed to have been received when dispatched provided that if the date and time of dispatch is not during normal business hours on a business day in the country of the party to whom such notice is sent it shall be deemed to have been received at the time of the opening of the normal business hours on the next following business day in the country to which the facsimile has been sent.

10. Validity

If any one or more of the provisions contained in this Agreement or any document in connection herewith shall be invalid illegal or unenforceable in any respect under any applicable law the validity legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Any such invalidity illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Counterparts

This Agreement may be signed in any number of counterparts and any single counterpart or a set of counterparts signed in either case by all parties hereto shall constitute a full and original Agreement for all purposes.

12. Survival of Provisions

All Agreements representations and warranties (including Clause 4 and 5) made herein shall survive the execution and delivery of this Agreement.

13. Headings

The Headings set forth in this Agreement are for the purpose of identification only and do not form part of this Agreement.

14. Legality

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The provisions thereof shall inure to the benefit of and be binding upon the successors and assignees of Man Sang and Consultant.

The parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

Signed by Cheng Chung Hing Ricky)
Duly authorized for and on behalf of) /s/ Cheng Chung Hing Ricky
MAN SANG INTERNATIONAL (B.V.I) LIMITED)
)

Signed by WANG LIN HUI)
) /s/ Wang Lin Hui
)