

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

**SUCCESS HOLDING GROUP INTERNATIONAL,
INC.**

Form: 8-K

Date Filed: 2015-10-07

Corporate Issuer CIK: 1572699

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

October 1, 2015

Date of Report (Date of earliest event reported)

SUCCESS HOLDING GROUP INTERNATIONAL, INC.

(Exact name of Company as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation)

333-188563

(Commission File Number)

99-0378256

(IRS Employer Identification No.)

531 Airport North Office Park
Fort Wayne, Indiana

(Address of principal executive offices)

46825

(Zip Code)

(260) 450-1982

Company's telephone number, including area code

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the Company under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

1.01

The information set forth in Item 5.02 is incorporated by reference into this Item 1.01.

ITEM UNREGISTERED SALES OF EQUITY SECURITIES

3.02

The information set forth in Item 5.02 is incorporated by reference into Item 3.02.

The issuance of shares of the common stock of the Company (as defined below) as described herein were issued in reliance on the exemption from registration afforded by Section 4(a)(2) under the Securities Act and corresponding provisions of state securities laws.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On October 1, 2015, Mr. Brian Kistler resigned as a member of the Board of Directors ("Board") of Success Holding Group International, Inc. (the "Company"). The resignation is not in connection with any disagreement with the management of the Company and Mr. Kistler will remain as the President of the Company.

On October 1, 2015, the Board appointed Mr. James Y.L. Wei and Mr. Shu-The Kang as members of the Board to fill the vacancies created by Mr. Brian Kistler's resignation and increase of the size of the Board, to serve until the next annual meeting of shareholders of the Company or until their successors have been duly elected and qualified.

There is no family relationship between either Mr. Wei or Mr. Kang and any of the Company's other officers and directors. There are no understandings or arrangements between Mr. Wei, Mr. Kang and any other person pursuant to which Mr. Wei and Mr. Kang were appointed as members of the Board.

Other than disclosed herein, there have been no transactions, since the beginning of the Company's last fiscal year, or any currently proposed transaction, in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which either Mr. Wei or Mr. Kang had or will have a direct or indirect material interest.

James Y.L. Wei, Age 56, has over 30 years of experience in practicing law in Taiwan and specializes in corporate, finance and securities, consumer protection and intellectual property laws. Mr. Wei has been serving as the Senior Partner of Dacheng Taiwan Law Offices since 2010. Prior to that, Mr. Wei served as Managing Partner of Lo Lin & Wei Law Offices between 1989 and 2010. Mr. Wei is also a member of the Board of Directors for Waterland Financial Holding, Pacific Securities since and Vantone Group. Mr. Wei also serves as the Counsel to the Taipei City Government, Taipei City Council, Consumer Foundation and Chinese Taipei Committee. Mr. Wei obtained his Ph.D. of International Law from Wuhan University in China and Master of Laws from National Taiwan University in Taiwan.

Shu-The Kang, Age 48, is a renowned entrepreneur with an international background and education. Graduated from the top university in Taiwan, National Taiwan University, with a Bachelor's Degree in Mechanical Engineering and Pacific Western University with an M.B.A, he has been serving as the senior manager of Tuntex Textile, a leading textile and garment manufacturer in Asean, since 1992. With the multicultural and diverse experience, he was also appointed as a Chairman of the Joint Foreign Chambers of Commerce in Thailand in 2013, an umbrella body for foreign chambers and business associations operation in Thailand.

Pursuant to the terms of the appointment of Mr. Wei and Mr. Kang, each of Mr. Wei or Mr. Kang will receive (i) an annual fee of \$24,000 and (ii) 30,000 common stock of the Company, par value \$0.001 per share, vesting in three equal installments on the first, second and third anniversaries of the date of appointment.

The foregoing description of the principal terms of the letters of appointment is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the letters of appointment attached hereto as Exhibits 10.1 and 10.2, which is incorporated herein by this reference.

ITEM FINANCIAL STATEMENTS AND EXHIBITS

9.01

(d) Exhibits.

The exhibit listed in the following Exhibit Index is furnished as part of this Current Report on Form 8-K.

| Exhibit No. | Description |
|--------------------|---|
| 10.1 | Letter of Appointment to James Y.L. Wei dated October 1, 2015 |
| 10.2 | Letter of Appointment to Shu-The Kang dated October 1, 2015 |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**SUCCESS HOLDING GROUP INTERNATIONAL,
INC.**

Date: October 7, 2015

By: /s/ Brian Kistler

Brian Kistler
President

SUCCESS HOLDING GROUP INTERNATIONAL INC.

Date: October 1st, 2015

To: James Y.L. Wei

Dear Mr. Wei

This is to confirm the terms of your appointment as a Non-Executive Director of Success Holding Group International, Inc. (the "Company").

Overall, in terms of time commitment, we expect your attendance at all the Board of Directors (the "Board") meetings, meetings of the audit, compensation and nomination committees of the Board (as applicable) and the General Meetings (if requested). In addition, you will be expected to devote appropriate preparation time ahead of each meeting. Board meetings may be held within or outside the United States of America as the Company may decide.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of this position.

1. For and in consideration of the services to be performed by you, Company agrees to pay you as follows:
 - 1.1 An annually fee equal to the amount of \$24,000 (Twenty Four Thousand U.S. Dollars), subject to your continuous service as a member of the Board ("Fee").
 - 1.2 Stock. Subject to all approvals required by law, the Company will grant you, pursuant to the incentive plan to be adopted by the Company, if any (the "Plan") and upon such terms and conditions as determined by the Compensation Committee or the Board (as applicable), 30,000 common stock of the Company, par value US\$ 0.001 per share (the "Stock").
 - 1.2.1 Term of Stock. All Stock, without derogating from the aforesaid, if the Plan that shall be approved by the Company shall include additional provisions related to the Stock, such provisions shall also apply with respect to all Stock granted to you under this letter of appointment.
 - 1.2.2 Vesting. All Stock granted to you shall vest in three (3) equal instalments of 10,000 per year on each of the 1st, 2nd and the 3rd anniversary of the date of the Stock grant in accordance with the terms and conditions of the Plan.
 - 1.2.3 General. All Stock granted to you shall be in effect subject to your continuous service as a member of the Board and subject to the terms and conditions of the Plan, including such terms related to vesting and expiration, and subject to such terms and conditions as will be approved by the Company, at its sole discretion. In case of contradiction between the provisions of this letter of appointment and the provisions of the Plan, the provisions of the Plan shall supersede.
 - 1.2.4 Certain Representations. You represent and agree that you are accepting the Stock being issued to you pursuant to this Agreement (collectively, the "Securities") for your own account and not with a view to or for sale of distribution thereof. You understand that the Securities are restricted securities and you understand the meaning of the term "restricted securities." You further represent that you were not solicited by publication of any advertisement in connection with the receipt of the shares and that you have consulted tax counsel as needed regarding the shares.

- 1.3 Company agrees to reimburse you for out-of-pocket expenses incurred by you in connection with your service (including out-of-pocket expenses and transportation expenses, provided that such expenses are against original and valid receipts and pre-approved by the Company in writing (the "Expenses").
 - 1.4 Payment of the Expenses, as applicable, shall be made against your itemized invoice following the receipt of the relevant invoice, which invoice shall be submitted to the Company within seven (7) days of the end of each calendar month during the term of this letter of appointment.
 - 1.5 For the avoidance of any doubt, the Fees and the Stock (subject to their terms) and the aforementioned Expenses constitute the full and final consideration for your appointment, and you shall not be entitled to any additional consideration, of any form, for your appointment and service.
2. The term of your appointment as a Non-Executive Director of the Company shall be for three years or until the next Annual Meeting of Stockholders.
 3. You will undertake such travelling as may reasonably be necessary for the performance of your duties, including travelling overseas for Board meetings and site visits if required.
 4. You will undertake such duties and powers relating to the Company, and any subsidiaries or associated companies of the Company (the "Group") as the Board may from time to time reasonably request. Directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs, inter alia, as follows:
 - Providing entrepreneurial leadership of the Group within a framework of prudent and effective controls which enable risk to be assessed and managed; and
 - Setting the Group's strategic aims, ensures that the necessary financial and human resources are in place for the Group to meet its objectives and reviews management performance; and
 - Setting the Group's values and standards and ensures that its obligations to its shareholders and others are understood and met.
5. Confidential Information
 - 5.1 Confidential Information You undertake to the Company that you shall maintain in strict confidentiality all trade, business, technical or other information regarding the Company, the Group, its affiliated entities and their business affairs including, without limitation, all marketing, sales, technical and business know-how, intellectual property, trade secrets, identity and requirements of customers and prospective customers, the Company's methods of doing business and any and all other information relating to the operation of the Company (collectively, the "Confidential Information"). You shall at no time disclose any Confidential Information to any person, firm, or entity, for any purpose unless such disclosure is required in order to fulfil your responsibilities as director. You further undertake that you shall not use such Confidential Information for personal gain.

“Confidential Information” shall not include information that (i) is or becomes part of the public domain other than as a result of disclosure by you, (ii) becomes available to you on a non-confidential basis from a source other than the Company, provided that the source is not bound with respect to that information by a confidentiality agreement with the Group or is otherwise prohibited from transmitting that information by a contractual legal or other obligation, or (iii) can be proven by you to have been in your possession prior to disclosure of the information by the Company. In the event that you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, it is agreed that you, to the extent practicable under the circumstances, will provide the Company with prompt notice of any such request or requirement so that the Company may seek an appropriate protective order or waive compliance with this paragraph 6. If a protective order or the receipt of a waiver hereunder has not been obtained, you may disclose only that portion of the Confidential Information which you are legally compelled to disclose.

5.2 Blackout Period. You understand that we have a policy pursuant to which no officer, director or key executive may not engage in transactions in our stock during the period commencing two weeks prior to the end of a fiscal quarter and ending two trading days after the financial information for the quarter or the year have been publicly released. As a member of the Board of Directors, if you have material non-public information concerning our company, including financial results, at any time, you may not engage in transactions in our securities until the information is publicly disclosed.

6. Term and Termination

6.1 Subject to paragraph 6.2 hereunder, this appointment shall terminate immediately and without claim for compensation on the occurrence of any of the following events:

- 6.1.1 if you resign as a director of the Company for any reason; and/or
- 6.1.2 if this appointment is cancelled by the holder or the holders of the shares by which you were appointed; and/or
- 6.1.3 if you were appointed by other directors in order to temporary fill vacancy on the Board and said appointment is cancelled by the Board; and/or
- 6.1.4 if you are removed or not re-appointed as a director of the Company at a General Meeting of the Company in accordance with the requirements of Nevada Revised Statutes and/or any other applicable law or regulation (the "Law") and/or the Company's Articles of Incorporation; and/or
- 6.1.5 if you have been declared bankrupt or made an arrangement or composition with or for the benefit of your creditors; and/or
- 6.1.6 if you have been disqualified from acting as a director (including, but not limited to, an event in which you are declared insane or become of unsound mind or become physically incapable of performing your functions as director for a period of at least 60 days) ; and/or
- 6.1.7 with your death and if you are a corporation or either entity, with your liquidation.
- 6.1.8 if an order of a court having jurisdiction over the Company requires you to resign.
- 6.2 Any termination of this letter of appointment shall be without payment of damages or compensation (except that you shall be entitled to any accrued Fees or Expenses properly incurred under the terms of this letter of appointment prior to the date of such termination).
- 6.3 On termination of this appointment, you shall return all property belonging to a Group company, together with all documents, papers, disks and information, howsoever stored, relating to a Group company and used by you in connection with this position with the Company.

7. Subject to the proper performance of your obligations to the Company under this letter of appointment and any applicable law, the Company agrees that you will be free to accept other appointments and directorships provided that:
 - 7.1 They do not in any way conflict with the interests of the Company or any member of the Group; and
 - 7.2 They do not restrict you from devoting the necessary time and attention properly to services to be performed under this letter of appointment; and
 - 7.3 In the event that you become aware of any potential conflicts of interest, these must be disclosed to the Chairman and/or the Chief Executive Officer (the "CEO") of the Company as soon as they become apparent.
8. The performance of individual directors and the Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your position, you should discuss them with the Chairman and/or the CEO as soon as is appropriate.
9. In addition to any right pursuant to applicable law, occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director. Circumstances may occur when it will be appropriate for you to seek such advice from independent advisors at the Company's expense, to the extent provided under applicable law and subject to the prior written approval of the CEO.
10. This letter refers to your appointment as a director of the Company and your (possible) membership of the audit, nomination and the remuneration committees of the board.
11. You shall procure that you comply at all times with the Company's inside trading policies as in effect from time to time.
12. You shall discharge your general duties as a director pursuant to the Company's Articles of Association of the Company and applicable law.
13. This letter of appointment shall be governed by and construed in accordance with the law of the State of Indiana

Please sign the attached copy of this letter and return it to the Company to signify your acceptance of the terms set out above.

Sincerely yours,

SUCCESS HOLDING GROUP INTERNATIONAL, INC.

/s/ Steve Andrew Chen

Steve Andrew Chen, Chairman

Signature: */s/ James Y.L. Wei*

Name of

Director: James Y.L. Wei

Address: 10F, No.77 Sec. 2, Dunhua S. Road,
Daan Dist.,
Taipei City 10682, Taiwan

SUCCESS HOLDING GROUP INTERNATIONAL INC.

Date: October 1st, 2015

To: Shu-The, Kang

Dear Mr. Kang

This is to confirm the terms of your appointment as a Non-Executive Director of Success Holding Group International, Inc. (the "Company").

Overall, in terms of time commitment, we expect your attendance at all the Board of Directors (the "Board") meetings, meetings of the audit, compensation and nomination committees of the Board (as applicable) and the General Meetings (if requested). In addition, you will be expected to devote appropriate preparation time ahead of each meeting. Board meetings may be held within or outside the United States of America as the Company may decide.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of this position.

1. For and in consideration of the services to be performed by you, Company agrees to pay you as follows:
 - 1.1 An annually fee equal to the amount of \$24,000 (Twenty Four Thousand U.S. Dollars), subject to your continuous service as a member of the Board ("Fee").
 - 1.2 Stock. Subject to all approvals required by law, the Company will grant you, pursuant to the incentive plan to be adopted by the Company, if any (the "Plan") and upon such terms and conditions as determined by the Compensation Committee or the Board (as applicable), 30,000 common stock of the Company, par value US\$ 0.001 per share (the "Stock").
 - 1.2.1 Term of Stock. All Stock, without derogating from the aforesaid, if the Plan that shall be approved by the Company shall include additional provisions related to the Stock, such provisions shall also apply with respect to all Stock granted to you under this letter of appointment.
 - 1.2.2 Vesting. All Stock granted to you shall vest in three (3) equal instalments of 10,000 per year on each of the 1st, 2nd and 3rd anniversary of the date of the Stock grant in accordance with the terms and conditions of the Plan.
 - 1.2.3 General. All Stock granted to you shall be in effect subject to your continuous service as a member of the Board and subject to the terms and conditions of the Plan, including such terms related to vesting and expiration, and subject to such terms and conditions as will be approved by the Company, at its sole discretion. In case of contradiction between the provisions of this letter of appointment and the provisions of the Plan, the provisions of the Plan shall supersede.
 - 1.2.4 Certain Representations. You represent and agree that you are accepting the Stock being issued to you pursuant to this Agreement (collectively, the "Securities") for your own account and not with a view to or for sale of distribution thereof. You understand that the Securities are restricted securities and you understand the meaning of the term "restricted securities." You further represent that you were not solicited by publication of any advertisement in connection with the receipt of the shares and that you have consulted tax counsel as needed regarding the shares.

- 1.3 Company agrees to reimburse you for out-of-pocket expenses incurred by you in connection with your service (including out-of-pocket expenses and transportation expenses, provided that such expenses are against original and valid receipts and pre-approved by the Company in writing (the "Expenses").
 - 1.4 Payment of the Expenses, as applicable, shall be made against your itemized invoice following the receipt of the relevant invoice, which invoice shall be submitted to the Company within seven (7) days of the end of each calendar month during the term of this letter of appointment.
 - 1.5 For the avoidance of any doubt, the Fees and the Stock (subject to their terms) and the aforementioned Expenses constitute the full and final consideration for your appointment, and you shall not be entitled to any additional consideration, of any form, for your appointment and service.
2. The term of your appointment as a Non-Executive Director of the Company shall be for three years or until the next Annual Meeting of Stockholders.
3. You will undertake such travelling as may reasonably be necessary for the performance of your duties, including travelling overseas for Board meetings and site visits if required.
4. You will undertake such duties and powers relating to the Company, and any subsidiaries or associated companies of the Company (the "Group") as the Board may from time to time reasonably request. Directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs, inter alia, as follows:
 - Providing entrepreneurial leadership of the Group within a framework of prudent and effective controls which enable risk to be assessed and managed; and
 - Setting the Group's strategic aims, ensures that the necessary financial and human resources are in place for the Group to meet its objectives and reviews management performance; and
 - Setting the Group's values and standards and ensures that its obligations to its shareholders and others are understood and met.
5. Confidential Information
 - 5.1 Confidential Information You undertake to the Company that you shall maintain in strict confidentiality all trade, business, technical or other information regarding the Company, the Group, its affiliated entities and their business affairs including, without limitation, all marketing, sales, technical and business know-how, intellectual property, trade secrets, identity and requirements of customers and prospective customers, the Company's methods of doing business and any and all other information relating to the operation of the Company (collectively, the "Confidential Information"). You shall at no time disclose any Confidential Information to any person, firm, or entity, for any purpose unless such disclosure is required in order to fulfil your responsibilities as director. You further undertake that you shall not use such Confidential Information for personal gain.

“Confidential Information” shall not include information that (i) is or becomes part of the public domain other than as a result of disclosure by you, (ii) becomes available to you on a non-confidential basis from a source other than the Company, provided that the source is not bound with respect to that information by a confidentiality agreement with the Group or is otherwise prohibited from transmitting that information by a contractual legal or other obligation, or (iii) can be proven by you to have been in your possession prior to disclosure of the information by the Company. In the event that you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, it is agreed that you, to the extent practicable under the circumstances, will provide the Company with prompt notice of any such request or requirement so that the Company may seek an appropriate protective order or waive compliance with this paragraph 6. If a protective order or the receipt of a waiver hereunder has not been obtained, you may disclose only that portion of the Confidential Information which you are legally compelled to disclose.

5.2 Blackout Period. You understand that we have a policy pursuant to which no officer, director or key executive may not engage in transactions in our stock during the period commencing two weeks prior to the end of a fiscal quarter and ending two trading days after the financial information for the quarter or the year have been publicly released. As a member of the Board of Directors, if you have material non-public information concerning our company, including financial results, at any time, you may not engage in transactions in our securities until the information is publicly disclosed.

6. Term and Termination

6.1 Subject to paragraph 6.2 hereunder, this appointment shall terminate immediately and without claim for compensation on the occurrence of any of the following events:

6.1.1 if you resign as a director of the Company for any reason; and/or

- 6.1.2 if this appointment is cancelled by the holder or the holders of the shares by which you were appointed; and/or
- 6.1.3 if you were appointed by other directors in order to temporary fill vacancy on the Board and said appointment is cancelled by the Board; and/or
- 6.1.4 if you are removed or not re-appointed as a director of the Company at a General Meeting of the Company in accordance with the requirements of Nevada Revised Statutes and/or any other applicable law or regulation (the "Law") and/or the Company's Articles of Incorporation; and/or
- 6.1.5 if you have been declared bankrupt or made an arrangement or composition with or for the benefit of your creditors; and/or
- 6.1.6 if you have been disqualified from acting as a director (including, but not limited to, an event in which you are declared insane or become of unsound mind or become physically incapable of performing your functions as director for a period of at least 60 days) ; and/or
- 6.1.7 with your death and if you are a corporation or either entity, with your liquidation.
- 6.1.8 if an order of a court having jurisdiction over the Company requires you to resign.
- 6.2 Any termination of this letter of appointment shall be without payment of damages or compensation (except that you shall be entitled to any accrued Fees or Expenses properly incurred under the terms of this letter of appointment prior to the date of such termination).
- 6.3 On termination of this appointment, you shall return all property belonging to a Group company, together with all documents, papers, disks and information, howsoever stored, relating to a Group company and used by you in connection with this position with the Company.

7. Subject to the proper performance of your obligations to the Company under this letter of appointment and any applicable law, the Company agrees that you will be free to accept other appointments and directorships provided that:
 - 7.1 They do not in any way conflict with the interests of the Company or any member of the Group; and
 - 7.2 They do not restrict you from devoting the necessary time and attention properly to services to be performed under this letter of appointment; and
 - 7.3 In the event that you become aware of any potential conflicts of interest, these must be disclosed to the Chairman and/or the Chief Executive Officer (the "CEO") of the Company as soon as they become apparent.
8. The performance of individual directors and the Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your position, you should discuss them with the Chairman and/or the CEO as soon as is appropriate.
9. In addition to any right pursuant to applicable law, occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director. Circumstances may occur when it will be appropriate for you to seek such advice from independent advisors at the Company's expense, to the extent provided under applicable law and subject to the prior written approval of the CEO.
10. This letter refers to your appointment as a director of the Company and your (possible) membership of the audit, nomination and the remuneration committees of the board.
11. You shall procure that you comply at all times with the Company's inside trading policies as in effect from time to time.
12. You shall discharge your general duties as a director pursuant to the Company's Articles of Association of the Company and applicable law.

13. This letter of appointment shall be governed by and construed in accordance with the law of the State of Indiana

Please sign the attached copy of this letter and return it to the Company to signify your acceptance of the terms set out above.

Sincerely
yours,

SUCCESS HOLDING GROUP INTERNATIONAL, INC.

/s/ Steve Andrew Chen

Steve Andrew Chen, Chairman

Signature: */s/ Shu-The Kang*

Name of Shu-The, Kang

Director:

Address: 1035/22 3F. Soi Pridi Bhanomyong 41,
Sukhumvit 71 Road
North Klongton, Wattana, Bangkok
10110