

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

LightInTheBox Holding Co., Ltd.

(Name of Issuer)

Ordinary shares, par value US\$0.000067 per share

(Title of Class of Securities)

53225G102

(CUSIP Number)

**Lung Shei Kei
Company Secretary
Zall Group Ltd.
Suite 2101, 21st Floor, Two Exchange Square
Central, Hong Kong
852-3153-5808**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

With copies to:

**Ning Zhang, Esq.
Morgan, Lewis & Bockius LLP
Beijing Kerry Centre South Tower, Suite 823 8th
Floor, No. 1 Guang Hua Road, Chaoyang District
Beijing, 100020**

**David A. Sirignano, Esq.
Morgan, Lewis & Bockius, LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004**

N/A

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Person I.R.S. Identification of Above Person Zall Development (HK) Holding Company Limited
2	Check the Appropriate Box if a Member of a Group
	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds AF
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization Hong Kong
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 3,102,340
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 3,102,340
11	Aggregate Amount Beneficially Owned by Each Reporting Person 3,102,340
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 2.1%*
14	Type of Reporting Person CO

* Purchaser may be deemed to beneficially own 3,102,340 Ordinary Shares and 2.14% of the Ordinary Shares assuming 145,275,605 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

1	Name of Reporting Person I.R.S. Identification of Above Person Zall Cross-border E-commerce Investment Company Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="checkbox"/>
	(b)	<input checked="" type="checkbox"/>
3	SEC Use Only	
4	Source of Funds AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 49,955,000
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 49,955,000
11	Aggregate Amount Beneficially Owned by Each Reporting Person 49,955,000	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 34.4%*	
14	Type of Reporting Person CO	

*E-commerce may be deemed to beneficially own 49,955,000 Ordinary Shares and 34.39% of the Ordinary Shares assuming 145,275,605 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

1	Name of Reporting Person I.R.S. Identification of Above Person Zall Development (BVI) Holding Company Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="checkbox"/>
	(b)	<input checked="" type="checkbox"/>
3	SEC Use Only	
4	Source of Funds WC	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 53,057,340
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 53,057,340
11	Aggregate Amount Beneficially Owned by Each Reporting Person 53,057,340	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 36.5%*	
14	Type of Reporting Person CO	

* Development may be deemed to beneficially own 53,057,340 Ordinary Shares and 36.52% of the Ordinary Shares assuming 145,275,605 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

1	Name of Reporting Person I.R.S. Identification of Above Person Zall Group Ltd. †
2	Check the Appropriate Box if a Member of a Group
	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds AF
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization Cayman Islands
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 53,057,340
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 53,057,340
11	Aggregate Amount Beneficially Owned by Each Reporting Person 53,057,340
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 36.5%
14	Type of Reporting Person HC

†Zall Development Group Ltd. changed its name to Zall Group Ltd. on May 20, 2016

*Parent may be deemed to beneficially own 53,057,340 Ordinary Shares and 36.52% of the Ordinary Shares assuming 145,275,605 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

1	Name of Reporting Person I.R.S. Identification of Above Person Zall Development Investment Company Limited	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="checkbox"/>
	(b)	<input checked="" type="checkbox"/>
3	SEC Use Only	
4	Source of Funds AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 53,057,340
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 53,057,340
11	Aggregate Amount Beneficially Owned by Each Reporting Person 53,057,340	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 36.5%*	
14	Type of Reporting Person CO	

* Investment may be deemed to beneficially own 53,057,340 Ordinary Shares and 36.52% of the Ordinary Shares assuming 145,275,605 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

1	Name of Reporting Person I.R.S. Identification of Above Person Yan Zhi
2	Check the Appropriate Box if a Member of a Group
	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds AF
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization People's Republic of China ("PRC")
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 53,057,340
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 53,057,340
11	Aggregate Amount Beneficially Owned by Each Reporting Person 53,057,340
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 36.5%*
14	Type of Reporting Person IN

* Yan may be deemed to beneficially own 53,057,340 Ordinary Shares and 36.52% of the Ordinary Shares assuming 145,275,605 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

Item 1. Security and Issuer.

This Amendment No. 3 to the statement on Schedule 13D (this “**Amendment**”) relates to Ordinary Shares of LightInTheBox Holding Co., Ltd., a company incorporated in the Cayman Islands (the “**Issuer**”). Two Ordinary Shares of the Issuer are represented by one American depository share (“**ADS**”). The Issuer’s principal executive offices are located at Tower 2, Area D, Diantong Square; No. 7 Jiuxianqiao North Road; Chaoyang District, Beijing 100015; PRC.

This Amendment supplements and amends the statement on Schedule 13D filed on April 1, 2016, amendment No. 1 filed thereto on October 21, 2016 and amendment No. 2 filed thereto on March 30, 2017 (as amended, the “**Initial Statement**”). Capitalized terms used in this Amendment, but not otherwise defined, have the meanings given to them in the Initial Statement.

Other than as amended by this Amendment, the disclosures in the Initial Statement are unchanged. Responses to each item of this Amendment are incorporated by reference into the response to each other item, as applicable.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Initial Statement is hereby amended and supplemented with the following:

(a) - (b) The information requested by this paragraph is incorporated by reference herein to the information provided on the cover pages of this Amendment No. 3.

Item 7. Material to Be Filed as Exhibits.

In light of the (i) expiration of the confidential treatment of certain omitted portions of the Confirmation and the Trading Plan and (ii) the Reporting Persons’ decision not to submit a confidential treatment request to the SEC with respect to certain omitted portions of the Second Trading Plan, the un-redacted versions of the Confirmation, Trading Plan and Second Trading Plan are attached hereto as Exhibits 2, 3 and 5, respectively.

Accordingly, Item 7 of the Initial Statement is hereby amended and Exhibits 2, 3, and 5 are replaced with the following:

Exhibit Number	Description
2	Margin Loan Confirmation, dated as of March 23, 2016, between CCB International Securities Limited and E-commerce (without redaction)
3	Trading Plan, dated as of September 9, 2016, between the Purchaser and Stifel (without redaction).
5	Rule 10b5-1 Individual Purchase Plan, dated as of March 24, 2017, between Parent and Stifel (without redaction).

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 9, 2017

Zall Development (HK) Holdings Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Cross-border E-commerce Investment Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Development (BVI) Holding Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Group Ltd.

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Development Investment Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

/s/ Yan Zhi
Name: Yan Zhi

23 Mar 2016

Private and Confidential

Zall Cross-border E-commerce Investment Company Limited (卓尔跨境电商投资有限公司)

Suite 1606 Two Exchange Square

8 Connaught Place

Central

Hong Kong

Attention: Mr. Gavin Zhu/ Mr. Steve Ma

Dear Customer:

MARGIN LOAN CONFIRMATION (THIS “CONFIRMATION”)

CCB International Securities Limited hereby informs you that the Lender is willing to provide you with the following margin loan (the “**Margin Loan**”). Before you accept the Margin Loan, please refer to the Account Opening Form, the Account Application Form, the Margin Securities Trading Account Terms and Conditions (collectively, the “**Margin Loan Account Client Agreement**”) and the contents and terms of this Confirmation:

1. **Name of Borrower** : Zall Cross-border E-commerce Investment Company Limited (卓尔跨境电商投资有限公司) (the “**Borrower**”)
2. **Address of Borrower** : Suite 1606 Two Exchange Square, 8 Connaught Place, Central, Hong Kong
3. **Margin Account Number** : 1006892-2001 (the “**Margin Account**”)
4. **Name of Lender** : CCB International Securities Limited 建银国际证券有限公司 (the “**Lender**”)
5. **Effective Date** : This Confirmation shall take effect from and including 23 Mar 2016.
6. **Business Day** : The term “**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong.
7. **Term of Margin Loan** : A term of not more than twelve (12) months (the “**Term**”), commencing from (and including) the first drawdown date of the Margin Loan and maturing on the last day of the twelve (12) month period thereof (provided that if such date does not fall on a Business Day, then the next Business Day), or such other date as mutually agreed and/or extended by the Lender in writing.
8. **Principal Amount of Margin Loan:** The principal amount of the Margin Loan shall be up to HK\$450,000,000 (or its US\$equivalent at such exchange rates as determined by the Lender).
9. **Purpose of Margin Loan** : Subject to the terms of the Margin Loan Account Client Agreement and this Confirmation, the Margin Loan and the Margin Account

and Margin Account

may only be used by the Borrower to partially fund the subscription of the Subscription Shares to be issued by Lightinthebox.

For the purpose of this Confirmation:

“**Fullshare**” means Fullshare Holdings Ltd., whose shares are listed on the Hong Kong Stock Exchange with stock code 607;

“**Fullshare Shares**” means the ordinary shares in the issued share capital of Fullshare;

“**HK Listco(s)**” means companies whose shares are listed or will be listed (i.e. initial public offerings) on the Hong Kong Stock Exchange;

“**HK Listco Shares**” means shares in HK Listco(s) which are owned by the Borrower and deposited in the Margin Account, or may otherwise be charged in favour of the Lender;

“**HK Listco Shares (ex Fullshare)**” means HK Listco Shares, excluding Fullshare Shares;

“**Lightinthebox**” means Lightinthebox Holding Co., Ltd., a company incorporated under the laws of the Cayman Islands with limited liability, whose American Depositary Shares are listed on the New York Stock Exchange under the symbol LITB;

“**Lightinthebox Shares**” means the ordinary shares in the issued share capital of Lightinthebox of par value US\$0.000067 share;

“**Subscription Shares**” has the meaning ascribed to it in the Zall Development Announcement, being 42,500,000 Lightinthebox Shares to be issued by Lightinthebox as further described in the Zall Development Announcement;

“**Zall Development**” means Zall Development Group Ltd., whose shares are listed on the Hong Kong Stock Exchange with stock code 2098; and

“**Zall Development Announcement**” means the announcement made by Zall Development on the Hong Kong Stock Exchange on 17 March 2016 titled “Major Transaction in relation to Acquisition of Interest in, and Warrant issued by, Lightinthebox Holding Co., Ltd.”.

10. **Trading Limit of the Margin Account** : The aggregate outstanding amount from the Borrower under the Margin Loan shall not at any time exceed the principal amount of the Margin Loan.
11. **Condition Precedent** : Prior to the first drawdown date of the Margin Loan:
- (i) the Borrower shall deliver the Drawdown Notice as specified in paragraph 12 below;
 - (ii) the Borrower shall deposit no less than 680,480,000 Fullshare Shares in the Margin Account;
 - (iii) the Borrower shall pay to the Lender the arrangement fee as specified in paragraph 13 below;
 - (iv) the Borrower shall deliver the agreed form of the share mortgage (the “**Share Mortgage**”) over 680,480,000 Fullshare Shares (and any other shares and cash)

deposited in the Margin Account, duly executed by the Borrower (as mortgagor) in favor of the Lender (as mortgagee);

- (v) Zall Development shall deliver the agreed form of the continuing guarantee (the “**Continuing Guarantee**”) duly executed by Zall Development (as guarantor) in favour of the Lender;
- (vi) the net asset value (being total assets — total liabilities) as set forth in the consolidated statement of financial position of Zall Development shall be at least RMB7,500,000,000;
- (vii) the debt to asset ratio (being total liabilities ÷ total assets) as set forth in the consolidated statement of financial position of Zall Development shall not be more than 70%; and
- (viii) the Lender shall have received a copy of the BVI law legal opinion issued by Travers Thorp Alberga, the BVI legal adviser to the Lender, in relation to the Borrower.

12. **Drawdown**

: The Borrower can only make one drawdown under the Margin Loan, and shall provide to the Lender prior written drawdown notice (the “**Drawdown Notice**”) of at least one (1) Business Days prior to the drawdown date, specifying:

- (i) the proposed drawdown date, which must be a Business Day no later than 29 March 2016, otherwise the availability of the Margin Loan shall lapse; and
- (ii) the principal amount of the Margin Loan proposed to be drawn on the drawdown date in HK\$ (or its US\$ equivalent at such exchange rates as determined by the Lender), which shall not exceed the principal amount of the Margin Loan.

Any principal amount of the Margin Loan which remains undrawn at 5 p.m. (Hong Kong time) on 29 March 2016 shall be automatically cancelled in full and no further drawdown of any Margin Loan will be permitted thereafter. The Drawdown Notice once given is irrevocable and must be given to the Lender no later than the time specified above.

The drawdown shall only be made to the following bank account (the “**Designated Bank Account**”), details of which are set forth as follows:

Beneficiary Bank: Wing Lung Bank Limited

Bank Address: 16/F, Wing Lung Bank Building, 45 Des Voeux Road, Central, Hong Kong

SWIFT Code: WUBAHKHH

Account Name: LIGHTINTHEBOX HOLDING CO., LTD

Account Number: 02060180684271

Once the principal amount specified under the Drawdown Notice is transferred or otherwise deposited to the Designated Bank Account, the Lender shall be deemed to have fully performed its obligations to advance the Margin Loan.

13. **Arrangement Fee** : The Borrower shall pay to the Lender an arrangement fee in the amount of HK\$3,300,000 prior to the first drawdown of the Margin Loan.
14. **Interest of the Margin Loan** : Subject to the “Default Interest” provision in paragraph 19 below, interest of the Margin Loan shall accrue during the Term (from and including the first drawdown date up to and including the date of full principal repayment) at a simple interest rate of eight percent (8%) per annum on the relevant outstanding principal amount of the Margin Loan. Such interest shall accrue on a day-to-day basis and shall be payable in arrears by the Borrower on each Interest Payment Date in accordance with the following Schedule.

Instalment No.	Interest Payment Date * (each an “Interest Period”)
1	the last Business Day of June 2016
2	the last Business Day of September 2016
3	the last Business Day of December 2016
4	the last Business Day of March 2017

* (i) If an Interest Period shall extend beyond the Term, it shall be shortened and end on the last day of the Term; (ii) If the principal amount is fully repaid before the end of the Term, the Interest Period shall be shortened and end on such full repayment date.

Interest shall be calculated on the basis of the actual number of days elapsed in a year of 365 days, including the first day of the period during which it accrues and including the last day of the period.

15. **Early Repayment** : The Borrower shall be entitled to repay part or all of the principal amount and interest at any time during the Term, subject to the application of the “Interest of the Margin Loan” in paragraph 14.
16. **Applicable Margin Percentage** : The applicable margin percentage (the “**Margin Percentage**”) for the Margin Loan:
- For Fullshare Shares: fifty percent (50%) (the “**Fullshare Margin Percentage**”); and
 - for HK Listco Shares (ex Fullshare): as notified in writing by the Lender to the Borrower from time to time (the “**HK Listco(s) (ex Fullshare) Margin Ratio**”).
17. **Undertakings** : So long as any portion of the Margin Loan is outstanding:
- (a) the net asset value (being total assets — total liabilities) as set forth in the consolidated statement of financial position of Zall Development shall not at any time be less than RMB7,500,000,000;
 - (b) the debt to asset ratio (being total liabilities ÷ total assets) as set forth in the consolidated statement of financial position of Zall Development shall not at any time be more than 70%;
 - (c) The Borrower shall maintain a Loan to Portfolio Margin Value

Ratio (as defined below) of less than 1.00. If the Loan to Portfolio Margin Value Ratio rises to 1.00 or above, the Borrower shall deposit or cause to deposit forthwith additional HK Listco Shares (the “**Additional Deposit Shares**”) or cash or other assets acceptable to the Lender into the Margin Account in order to ensure that the Loan to Portfolio Margin Value Ratio shall at all times be less than 1.00. For the avoidance of doubt, if trading of the HK Listco Shares which have been deposited into the Margin Account and are subject to the Share Mortgage are suspended by the Hong Kong Stock Exchange for any reason for more than ten (10) consecutive Trading Days (or such number of consecutive trading days as agreed and extended by the Lender at its sole discretion), the value of such shares shall for the purpose of calculating the Portfolio Margin Value (as defined below) shall be deemed to be zero, and the Borrower shall deposit or cause to deposit forthwith additional cash or any other securities and/or assets (including any HK Listco Shares, but other than the aforesaid suspended shares) acceptable to the Lender into the Margin Account in order to ensure that the Loan to Portfolio Margin Value Ratio shall at all times be less than 1.00.

“**Loan to Portfolio Margin Value Ratio**” means the following ratio calculated in accordance with the formula at any relevant time:

$$\frac{\text{(outstanding principal amount of the Margin Loan — aggregate cash in the Margin Account)}}{\text{Portfolio Margin Value;}}$$

“**Portfolio Margin Value**” means, at any relevant time, the aggregate value of the following:

- (i) the aggregate number of Fullshare Shares deposited and maintained in the Margin Account prior to the first drawdown date x the closing price of the preceding trading day of the Fullshare Shares x Fullshare Margin Percentage;
- (ii) the aggregate number of Fullshare Shares that the Borrower deposited and maintained in the Margin Account as Additional Deposit Shares (if any) x the closing price of the preceding trading day of the Fullshare Shares x Fullshare Margin Percentage;
- (iii) the aggregate number of HK Listco Shares (ex Fullshare) that the Borrower deposited and maintained in the Margin Account as Additional Deposit Shares (if any) x the closing price of the preceding trading day of such HK Listco Shares (ex Fullshare) x the relevant HK Listco(s) (ex Fullshare) Margin Ratio; and
- (iv) (if applicable) other assets acceptable to the Lender which are deposited into the Margin Account (for this purpose, the value of such assets shall be determined by the Lender at its sole discretion);

18. **Registration of the Share Mortgage** : The Borrower shall:
- (a) Not apply for registration as a non-Hong Kong company (as defined in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong)) (the “**Companies Ordinance**”) pursuant to **Part 16 of the Companies Ordinance without having obtained the prior written consent of the Lender;**
 - (b) in the event that the Borrower has obtained the prior written consent to apply for registration as a non-Hong Kong Company as stipulated in sub-paragraph (a) above, the Borrower shall, in accordance with the requirements of the Companies Ordinance and in any event not more than 5 Business Days after registration as a non-Hong Kong company, procure that the prescribed particulars of the Margin Account together with the Share Mortgage be delivered to the Companies Registry of Hong Kong for the registration of the Share Mortgage and promptly deliver the certificate of such registration of the Share Mortgage to the Lender within 2 Business Days upon receipt of such certificate from the Companies Registry of Hong Kong;
 - (c) promptly after execution of the Share Mortgage, instruct its registered agent to enter particulars as required by the BVI Business Companies Act 2004 of the British Virgin Islands (the “**BVI Act**”), as amended, of the security created pursuant to the Share Mortgage in the Borrower’s register of charges (“**Register of Charges**”) in accordance with the BVI Act and within five (5) Business Days after entry of such has been made, provide the Lender with a certified true copy of the updated Register of Charges;
 - (d) enter particulars as required by the BVI Act of the security created pursuant to the Share Mortgage in the Register of Charges and, immediately after entry of such particulars have been made, provide the Lender with a certified true copy of the updated Register of Charges;
 - (e) effect registration, or assist the Lender in effecting registration, of the Share Mortgage with the Registrar of Corporate Affairs pursuant to the BVI Act by making the required filing, or assisting the Lender in making the required filing, in the approved form with the Registrar of Corporate Affairs and (if applicable) provide confirmation in writing to the Lender that such filing has been made; and
 - (f) immediately on receipt, deliver or procure to be delivered to the Lender, the certificate of registration of charge issued by the Registrar of Corporate Affairs evidencing that the requirements of Part VIII of the BVI Act as registration have been complied with and the filed stamped copy of the application containing the relevant particulars of charge.

19. **Transaction Documents** : The term “**Transaction Documents**” shall, collectively mean:
- (a) Margin Loan Account Client Agreement;
 - (b) this Confirmation;
 - (c) the Share Mortgage;

(d) the Continuing Guarantee.

20. **Default Interest**

- : (a) If any Obligor (as defined below) fails to pay any amount payable by it or if there is any other breach or default by any of the Obligors under the Transaction Documents (each an “**Event of Default**”) outstanding, the Borrower must immediately on demand by the Lender pay interest on each outstanding Margin Loan from the date of occurrence of such Event of Default up to the date on which all amounts owing by the Obligors to the Lender under the Transaction Documents have been paid or repaid (as the case may be) in full to the satisfaction of the Lender, both before, on and after judgment.
- (b) Interest on an overdue amount pursuant to paragraph (a) above is payable at the rate of eighteen percent (18%) per annum (deducting any interest paid in accordance with paragraph 14 up to the date of actual payment).
- (c) Interest (if unpaid) on an overdue amount pursuant to paragraph (a) above will be compounded with that overdue amount at the end of each day but will remain immediately due and payable.

For the purpose of this paragraph, the term “**Obligors**” means the Borrower and Zall Development and an “**Obligor**” means each of them.

21. **Acceleration**

- : Notwithstanding the provisions of paragraph 20 above, on and at any time after the occurrence of an Event of Default, the Lender may by written notice to the Borrower:
- (a) cancel the Margin Loan whereupon it shall immediately be cancelled;
- (b) declare that all or part of the Margin Loan, together with accrued interest, and all other amounts accrued or outstanding under the Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Margin Loan be payable on demand, whereupon it shall immediately become payable on written demand by the Lender.

22. **Invalidity**

- : If at any time any provision of this Confirmation is or becomes illegal, invalid or unenforceable in respect under the laws of any jurisdiction (the “**Jurisdiction**”), that shall not affect or impair the legality, validity or enforceability under the laws of any other jurisdiction of that or any other provision of this Confirmation; or the legality, validity or enforceability of other provision in the Jurisdiction.

23. **Counterparts**

- : This Confirmation may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

24. **Other Terms**

- : The Borrower agrees that all the terms of the Margin Loan Account Client Agreement shall remain in full force and effect. In the event of inconsistency or conflict between any provisions in the Margin Loan Account Client Agreement and this Confirmation, the terms of this

Confirmation shall prevail.

25. **Governing Law and Jurisdiction**

: This Confirmation and all rights, obligations and liabilities shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”). The Borrower hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from or in connection with this Confirmation.

[Remainder of this page is intentionally left blank.]

LENDER

For and on behalf of

CCB International Securities Limited

建银国际证券有限公司

/s/ Ren Qian

Name: Ren Qian

Title: Director

We hereby confirm our acceptance of all the terms and conditions of this Confirmation.

BORROWER

For and on behalf of

Zall Cross-border E-commerce Investment Company Limited (卓尔跨境电商投资有限公司)

/s/ Yan Zhi

Name: Yan Zhi

Title: _____

Witness:

/s/ Gao Meng

Name: Gao Meng

Address: Zhuo Er Building, No. 1 Julong Road Panlongcheng Jingi Kaita
District Wuhan City

STIFEL

Rule 10b5-1 Individual Purchase Plan

ISSUER NAME	<u>LightInTheBox Holding Co Ltd</u>
TICKER SYMBOL	<u>LITB</u>
PURCHASER NAME	<u>Zall Development (HK) Holding Company Limited</u>
PLAN ACCOUNT NUMBER	
FA NAME	
PLAN EXECUTION DATE	<u>9 September 2016</u>
PLAN TYPE	<u>Individual Purchase</u>
PLAN BEGINNING DATE	28 September 2016
PLAN TERMINATION	27 December 2016
TOTAL SHARES	

Plan dated 9 September 2016 (this “Plan”) between Zall Development (HK) Holding Company Limited (“Purchaser”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”), acting as agent.

A. Recitals

1. This Plan entered into between Purchaser and Stifel for the purpose of establishing a trading plan that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).
2. Purchaser is establishing this Plan in order to purchase shares of LightInTheBox Holding Co Ltd (the “Issuer”), which is currently trading under LITB on the NYSE (“Principal Market”).

B. Purchaser Representations, Warranties and Covenants

1. As of the date hereof, Purchaser represents and warrants that he (she) is not aware of any material nonpublic information and is entering into this Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.
2. Purchaser agrees to provide Stifel with a certificate dated as of the date of this Plan and signed by the Issuer substantially in the form of Exhibit A to this Plan prior to commencement of the Plan Period (as defined below).

Purchaser agrees to notify Stifel’s Corporate Executive Services Department by telephone at the number set forth in paragraph G.5 below as soon as practicable if Purchaser becomes aware of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Plan. Such notice shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Purchaser and shall not in any way communicate any material nonpublic information about the Issuer or its securities to Stifel. Such notice shall be in addition to the notice required to be given to Stifel by the Issuer pursuant to the certificate set forth as Exhibit A to this Plan.

3. Purchaser agrees that he (she) shall not, directly or indirectly, communicate any information relating to the Stock or the Issuer to any employee of Stifel or its affiliates who is involved, directly or indirectly, in executing this Plan at any time while this Plan is in effect.
-

4. While this Plan is in effect, Purchaser agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the securities covered by this Plan and agrees not to alter or deviate from the terms of this Plan.
5. The execution and delivery of this Plan by Purchaser and the transactions contemplated by this Plan will not contravene any provision of applicable law or any agreement or other instrument binding on Purchaser or any of Purchaser's affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Purchaser or Purchaser's affiliates.
6. Purchaser agrees that until this Plan has been terminated Purchaser shall not (i) enter into a binding contract with respect to the purchase or sale of Stock with another broker, dealer or financial institution (each, a "Financial Institution"), (ii) instruct another Financial Institution to purchase or sell Stock or (iii) adopt a plan for trading with respect to Stock other than this Plan.
7.
 - (a) Purchaser agrees to make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Purchaser.
 - (b) Purchaser agrees that Purchaser shall at all times during the Plan Period (as defined below), in connection with the performance of this Plan, comply with all applicable laws, including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
8. Purchaser acknowledges and agrees that Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether to effect purchases of Stock under this Plan.

C. Implementation of the Plan

1. Purchaser hereby appoints Stifel to purchase shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Stifel hereby accepts such appointment.
2. Stifel is authorized to begin purchasing Stock under this Plan (at least thirty days from signature date of the Plan) on 28 September 2016 at the open of the Principal Market and this Purchase Plan shall terminate on the earliest to occur of: (i) the date on which Stifel receives notice of the death of Seller; (ii) at Stifel's discretion, the date that Stifel receives notice that the Issuer or any other person publicly announced a tender or exchange offer with respect to the Stock; (iii) at Stifel's discretion, the date that Stifel receives notice of a public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction involving the securities of the Issuer; (iv) at Stifel's discretion, the date on which Stifel receives notice of the commencement of any proceedings in respect of or triggered by Purchaser's bankruptcy or insolvency; and the earlier to occur of the following:
 - 27 December 2016 at the close of the Principal Market;
 - the date that the aggregate number of shares of Stock purchased under this Plan is _____ shares (the period under which Stifel is authorized to purchase stock under this paragraph C.2 is referred to in this Plan as the "Plan Period").
3. Stifel shall purchase the **Daily Purchase Amount** (as defined in Schedule A) for the account of Purchaser on each **Purchase Day** (as defined in Schedule A), subject to the following restrictions and parameters set forth in Schedule A of this Plan. A "**Trading Day**" is defined as any day during the Plan Period that the Principal Market is open for business.
 - a. Subject to the restrictions and parameters set forth in Schedule A of this Plan, all trades made pursuant to this Plan will be affected in accordance with the requirements set forth by Rule 10b-18 of the Exchange Act.
 - b. Subject to the restrictions and parameters set forth in Schedule A of this Plan, Stifel shall Purchase the Daily Purchase Amount on each Purchase Day under ordinary principles of best execution at the then-prevailing market price, Unless otherwise specified, Stifel will execute the Purchaser's order on a "Not Held" basis. Not Held orders are market or limit orders that give the Stifel trader the right to use reasonable brokerage judgment, exercising price and time discretion, as to when to execute the order under the Plan.

- c. Purchaser agrees and acknowledges that Stifel may execute Purchaser's order(s): (i) in a single transaction or multiple transactions during the course of the Trading Day, or (ii) by aggregating the order with other orders from other purchasers of the Issuer's Stock that may or may not have been accepted pursuant to a Rule 10b5-1 Plan, executing them as a block or multiple smaller transactions, and allocate an average price to each purchaser.
 - d. The Daily Purchase Amount and the Maximum Purchase Price, if applicable, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the Plan Period. Stifel will not purchase fractional shares under this Plan. In the event that the above referenced adjustment of Daily Purchase Amount results in fractional shares, the Daily Purchase Amount will be rounded down to the nearest whole number.
4. Stifel shall not purchase Stock under this Plan at any time when:
- a. Stifel, in its sole discretion, has determined that a market disruption, banking moratorium, outbreak or escalation of hostilities or other crisis or calamity has occurred, or
 - b. Stifel, in its sole discretion, has determined that it is prohibited from doing so by a legal, contractual or regulatory restriction applicable to it or its affiliates or to Purchaser or Purchaser's Affiliates (other than any such restriction relating to Purchaser's possession or alleged possession of material nonpublic information about the Issuer or the Stock), or
 - c. Stifel has received notice from the Issuer or Purchaser of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Plan.
5. Stifel may purchase Stock on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise.

D. Termination

1. This Plan may not be terminated prior to the end of the Plan Period, except that:
- a. it may be terminated by written notice from Purchaser received by Stifel's Corporate Executive Services Department at the address or fax number set forth in paragraph G.5 below.
 - b. it may be terminated pursuant to Paragraph G.2 of this Plan.
 - c. it may be, at Stifel option, terminated if Stifel has received notice from the Purchaser of the occurrence of any event contemplated in paragraph B.2. of this Plan or from the Issuer of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Plan.
 - d. Notwithstanding the provisions of D.1.(i) herein, this Plan may only be amended pursuant to the Issuer's insider trading policy and only after pre-clearance by the Issuer.

E. Indemnification; Limitation of Liability

1. (a) Purchaser agrees to indemnify and hold harmless Stifel and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or attributable to Stifel's action taken or not taken in compliance with this Plan or arising out of or attributable to any breach by Purchaser of this Plan (including Issuer's representations and warranties in this Plan) or any violation by Purchaser of applicable laws or regulations. This indemnification shall survive termination of this Plan,
- (b) Notwithstanding any other provision of this Plan, Stifel shall not be liable to Purchaser for:

- (i) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or
 - (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.
2. Purchaser has consulted with Purchaser’s own advisors as to the legal, business, financial and related aspects of, and has not relied upon Stifel or any person affiliated with Stifel in connection with Purchaser’s adoption and implementation of this Plan.
3. Purchaser acknowledges and agrees that in performing Purchaser’s obligations under this Plan, neither Stifel nor any of its affiliates nor any of their respective officers, employees or other representatives is exercising any discretionary authority or discretionary control respecting management of Purchaser’s assets, or exercising any authority or control respecting management or disposition of Purchaser’s assets, or otherwise acting as a fiduciary (within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended, or Section 2510.3-21 of the Regulations promulgated by the United States Department of Labor) with respect to Purchaser or Purchaser’s assets. Without limiting the foregoing, Purchaser further acknowledges and agrees that neither Stifel nor any of its affiliates nor any of their respective officers, employees or other representatives has provided any “investment advice” within the meaning of such provisions, and that no views expressed by any such person will serve as a primary basis for investment decisions with respect to Purchaser’s assets.

F. Agreement to Arbitrate Certain Disputes

The following disclosure is required by various regulatory bodies but should not limit the applicability of the following arbitration provision to or in any claim or controversy which may arise between Purchaser and Stifel.

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- Arbitration is final and binding on the parties. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators’ award is not required to include factual findings or legal reasoning, and any party’s right to appeal or seek modifications of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are hereby incorporated into this Agreement.
- The award of the arbitrators or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Purchaser is excluded from the class by the court. Such forbearance to

enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

- Purchaser agrees, and in consideration of Stifel carrying an account for Purchaser, Stifel agrees, that all controversies which may arise between us, including any dispute involving Stifel's present or former agents, employees, officers, and directors and including, but not limited to those involving transactions in any account you have individually or jointly with or on behalf of another party at Stifel, including those in which you have a beneficial interest, or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be fully and finally determined by binding arbitration. Any arbitration under this Agreement shall be determined pursuant to the arbitration laws of the State of Missouri and Federal Arbitration Act, where applicable, before the Financial Industry Regulatory Authority (FINRA).
- A copy of this arbitration agreement is hereby given to the Purchaser, who shall acknowledge receipt thereof on the Agreement or on a separate document.
- If Purchaser files a complaint in court against Stifel or its present or former employees, officers, or directors, Stifel may seek to compel arbitration of any such claims. If Stifel seeks to compel arbitration of such claims, Stifel must agree to arbitrate all of the claims contained in the complaint if the Purchaser so requests.

Purchaser acknowledges that the preferred forum for any dispute resolution involving controversies which may arise between Purchaser and Stifel is through arbitration pursuant to the terms of the arbitration provision found in this Agreement. In the unlikely event any controversy or dispute arising under this Agreement with Stifel is determined to be ineligible for arbitration, Purchaser agrees as follows: **THE PARTIES TO THIS AGREEMENT SHALL NOT EXERCISE ANY RIGHTS THEY MAY HAVE TO ELECT OR DEMAND A TRIAL BY JURY.** The client and Stifel hereby expressly waive any right to a trial by jury. The Purchaser acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties and that Stifel would not enter into this Agreement with Purchaser if this provision were not part of the agreement.

Dispute Resolution Locale. Any suit, arbitration proceeding, reparation proceeding, claim, or action against Stifel or its present or past officers, agents, or employees shall be brought and heard in the city where the branch sales office of Stifel is or was located with which Purchaser dealt. If the court, arbitration forum, or reparations tribunal does not conduct hearings in that city, then any such action must be brought and heard in the locale closest to that city in which the court, arbitration forum, or reparations tribunal conducts hearings. This paragraph shall apply even if Purchaser has related disputes with other parties which cannot be resolved in the same locale.

G. General

1. Purchaser shall pay Stifel \$0.35 per share of the Stock purchased.
2. Purchaser agrees to deposit funds into Stifel account for the Purchaser to cover the purchase of Issuer Stock (including commission and applicable transaction fees, with the amount to be estimated by Purchaser in good faith, if the Daily Purchase Amount is designated as share amount) under this Plan prior to the close of the Principal Market on the business day preceding the commencement of each Purchase Day under this Plan or this Plan will automatically terminate. Purchaser agrees to pay Stifel the commission per share of Stock indicated under G. 1. Stifel may deduct its commission and applicable transaction fees from Purchaser's account. Purchaser and Stifel acknowledge and agree that this Plan is a "securities contract" as such term is defined in Section 741(7) or Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
3. This Plan constitutes the entire agreement between the parties with respect to this Plan and supersedes any prior agreements or understandings with regard to the Plan.
4. This Plan may be amended by the Purchaser:
 - a. only upon the written consent of Stifel
 - b. upon receipt by Stifel of the following documents, each dated as of the date of such amendment
 - (i) a representation signed by the Issuer substantially in the form of Exhibit A to this Plan,

(ii) a certificate signed by the Purchaser certifying that the representations and warranties of the Purchaser contained in this Plan are true at and as of the date of such certificate as if made at and as of such date.

c. Such amendment will become effective a minimum of thirty days from the date the amendment is signed

5. All notices to Stifel under this Plan shall be given to the Stifel Corporate Executive Services Department in the manner specified by this Plan by telephone at (973) 549-4225, by facsimile at (973) 549-4178, by email at CorporateExecServices@stifel.com or by certified mail to the address below:

Stifel Nicolaus & Company, Incorporated
18 Columbia Turnpike
Florham Park, NJ 07932
Attn: Corporate Executive Services

6. Purchaser's rights and obligations under this Plan may not be assigned or delegated without the written permission of Stifel, which may be withheld in the sole discretion of Stifel.

7. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures on all counterparts were upon the same instrument.

8. If any provision of this Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Plan will continue and remain in full force and effect.

9. This Plan shall be governed by and construed in accordance with the internal laws of the State of Missouri, and may be modified or amended only by a writing signed by the parties to this Plan.

NOTICE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPHS F.1 AND F.2.

IN WITNESS WHEREOF, the undersigned have signed this Plan as of the date first written above.

Date: 9th September, 2016

Plan Account Number:

Signature: /s/ Yan Zhi
Print Name: Mr. Yan Zhi
Title: Director

Stifel Nicolaus & Company, Incorporated

By: /s/ Hugh Milner
Print Name: Hugh Milner
Title: Managing Director

SCHEDULE A

Stock to be purchased under this Plan Dated 9 September 2016

Purchasing Parameters:

- Subject to the parameters set forth below, all trades made pursuant to this Plan will be affected in accordance with the requirements set forth by Rule 10b-18 of the Exchange Act.
- A **Trading Day** is defined in paragraph C.3 of this Plan.
- Stifel shall purchase the **Daily Purchase Amount** (as defined below) for the account of Purchaser on each Purchase Day (as defined below), subject to the following restrictions, if desired (check each applicable box):
 - Stifel shall not purchase any shares of Stock under this Plan at a price of more than USD3.5 per ADR share (before adding commissions and other expenses of purchase) (the "Maximum Purchase Price").
 - (insert any other restrictions)
- A "**Purchase Day**" is (Select One):
 - each Trading Day during the Plan Period that the Principal Market is open for business.
 - each Trading Day during the Plan Period succeeding any period of consecutive Trading Days during which the closing price of the Stock on the Principal Market or, if applicable, as reported in the consolidated system was equal to or greater than .
 - the first weekday of each month during the Plan Period, provided that if any Purchase Day is not a Trading Day, such Purchase Day shall be deemed to fall on the next succeeding Trading Day.
 - Insert Other Conditions:
- The "**Daily Purchase Amount**" for any Purchase Day shall be (please check the applicable box to indicate the amount of Stock that Stifel is to purchase on each Purchase Day);
 - 50,000 ADR shares of Stock.
 - Insert Other Conditions:
- If Stifel cannot purchase the Daily Purchase Amount on any Purchase Day, then (select one):
 - the amount of such shortfall may be purchased as soon as practicable on as many succeeding Trading Days as needed under ordinary principles of best execution.
 - Stifel's obligation to purchase Stock on such Purchase Day under this Plan shall be deemed to have been satisfied.
 - Stifel shall be in the market every Trading Day to purchase all Plan shares specified above at the limit price(s) set forth above. Daily Purchase Amount on each Purchase Day is the same as the Plan Total minus any purchased shares.
 - N/A (or other comments):

Nevertheless, if any such shortfall exists after the close of trading on the last Trading Day of the Plan Period, Stifel's authority to purchase such shares for the account of Purchaser under this Plan shall terminate.

Include below any additional instructions/examples/clarifications:

EXHIBIT A

ISSUER REPRESENTATION

1. LightInTheBox Holding Co Ltd (the "Issuer") represents that it has approved the Plan dated 9 September 2016 (the "Plan") between Zall Development (HK) Holding Company Limited ("Purchaser") and Stifel, Nicolaus & Company, Incorporated ("Stifel") relating to the (1) stock of the Issuer (the "Stock").
2. The purchases to be made by Stifel for the account of Purchaser under the Plan will not violate the Issuer's insider trading policies, and to the best of the Issuer's knowledge there are no legal, contractual or regulatory restrictions applicable to Purchaser or Purchaser's affiliates as of the date of this representation that would prohibit the Purchaser from entering into the Plan or prohibit any purchases under the Plan.
3. The Purchaser has not entered into any other plan for trading with respect to the Securities other than the Plan, and to the best of the Issuer's knowledge, the Purchaser is not acting in concert with any other person; and to the extent the Issuer purchases shares of the Issuer while the Plan is effective, such purchases by the Issuer will be effected in a manner consistent with the requirements of Rule 10b-18 of the Securities Exchange Act of 1934.
4. If, at any time during the Plan Purchase Period (as defined in the Plan), Issuer becomes aware of a legal, contractual or regulatory restriction that is applicable to Purchaser or Purchaser's affiliates and that would prohibit any purchase under the Plan (other than any such restriction relating to Purchaser's possession or alleged possession of material nonpublic information about the Issuer or its securities), the Issuer agrees to give Stifel's Corporate Executive Services Department notice of such restriction by telephone as soon as practicable. Such notice shall be made to Corporate Executive Services at (973) 549-4225 and shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Purchaser. In any event, the Issuer shall not communicate any material nonpublic information about the Issuer or its securities to the Corporate Executive Services staff, Trading Department, or Financial Advisor.

Dated: 9 September 2016

Signature: /s/ Lin Shen
Print Name: Lin Shen
Title of Authorized Officer: Compliance Officer

(1) Insert Common, Preferred or other designation.

STIFEL

Rule 10b5-1 Individual Purchase Plan

ISSUER NAME	LightInTheBoxHolding Ltd
TICKER SYMBOL	LITB
PURCHASER NAME	Zall Group Ltd.
PLAN ACCOUNT NUMBER	BSQH-72250643
FA NAME	
PLAN EXECUTION DATE	24 March 2017
PLAN TYPE	Individual Purchase
PLAN BEGINNING DATE	27 March 2017
PLAN TERMINATION	31 May 2017
TOTAL SHARES	

Plan dated 24 March 2017 (this “Plan”) between Zall Group Ltd. (“Purchaser”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”), acting as agent.

A. Recitals

1. This Plan entered into between Purchaser and Stifel for the purpose of establishing a trading plan that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).
2. Purchaser is establishing this Plan in order to purchase shares of LightInTheBoxHolding Ltd (the “Issuer”), which is currently trading under LITB (Ticker Symbol) on the NYSE (“Principal Market”).

B. Purchaser Representations, Warranties and Covenants

1. As of the date hereof, Purchaser represents and warrants that he (she) is not aware of any material nonpublic information and is entering into this Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.
2. Purchaser agrees to provide Stifel with a certificate dated as of the date of this Plan and signed by the Issuer substantially in the form of Exhibit A to this Plan prior to commencement of the Plan Period (as defined below).

Purchaser agrees to notify Stifel’s Corporate Executive Services Department by telephone at the number set forth in paragraph G.5 below as soon as practicable if Purchaser becomes aware of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Plan. Such notice shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Purchaser and shall not in any way communicate any material nonpublic information about the Issuer or its securities to Stifel. Such notice shall be in addition to the notice required to be given to Stifel by the Issuer pursuant to the certificate set forth as Exhibit A to this Plan.

3. Purchaser agrees that he (she) shall not, directly or indirectly, communicate any information relating to the Stock or the Issuer to any employee of Stifel or its affiliates who is involved, directly or indirectly, in executing this Plan at any time while this Plan is in effect.
4. While this Plan is in effect, Purchaser agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the securities covered by this Plan and agrees not to alter or deviate from the terms of this Plan.
5. The execution and delivery of this Plan by Purchaser and the transactions contemplated by this Plan will not contravene any provision of applicable law or any agreement or other instrument binding on Purchaser or any of Purchaser's affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Purchaser or Purchaser's affiliates.
6. Purchaser agrees that until this Plan has been terminated Purchaser shall not (i) enter into a binding contract with respect to the purchase or sale of Stock with another broker, dealer or financial institution (each, a "Financial Institution"), (ii) instruct another Financial Institution to purchase or sell Stock or (iii) adopt a plan for trading with respect to Stock other than this Plan.
7.
 - (a) Purchaser agrees to make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Purchaser.
 - (b) Purchaser agrees that Purchaser shall at all times during the Plan Period (as defined below), in connection with the performance of this Plan, comply with all applicable laws, including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
8. Purchaser acknowledges and agrees that Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether to effect purchases of Stock under this Plan.

C. Implementation of the Plan

1. Purchaser hereby appoints Stifel to purchase shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Stifel hereby accepts such appointment.
2. Stifel is authorized to begin purchasing Stock under this Plan (at least thirty days from signature date of the Plan) on 27 March 2017 at the open of the Principal Market and this Purchase Plan shall terminate on the earliest to occur of: (i) the date on which Stifel receives notice of the death of Seller; (ii) at Stifel's discretion, the date that Stifel receives notice that the Issuer or any other person publicly announced a tender or exchange offer with respect to the Stock; (iii) at Stifel's discretion, the date that Stifel receives notice of a public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction involving the securities of the Issuer; (iv) at Stifel's discretion, the date on which Stifel receives notice of the commencement of any proceedings in respect of or triggered by Purchaser's bankruptcy or insolvency; and the earlier to occur of the following:
 - 31 May 2017 at the close of the Principal Market;
 - the date that the aggregate number of shares of Stock purchased under this Plan is _____ shares (the period under which Stifel is authorized to purchase stock under this paragraph C.2 is referred to in this Plan as the "Plan Period").
3. Stifel shall purchase the **Daily Purchase Amount** (as defined in Schedule A) for the account of Purchaser on each **Purchase Day** (as defined in Schedule A), subject to the following restrictions and parameters set forth in Schedule A of this Plan. A "**Trading Day**" is defined as any day during the Plan Period that the Principal Market is open for business.
 - a. Subject to the restrictions and parameters set forth in Schedule A of this Plan, all trades made pursuant to this Plan will be affected in accordance with the requirements set forth by Rule 10b-18 of the Exchange Act.
 - b. Subject to the restrictions and parameters set forth in Schedule A of this Plan, Stifel shall Purchase the Daily Purchase Amount on each Purchase Day under ordinary principles of best execution at the then-prevailing market price. Unless otherwise specified, Stifel will execute the Purchaser's order on a "Not Held" basis. Not Held orders are market or limit orders that give the Stifel trader the right to use reasonable brokerage judgment, exercising price and time discretion, as to when to execute the order under the Plan.

- c. Purchaser agrees and acknowledges that Stifel may execute Purchaser's order(s): (i) in a single transaction or multiple transactions during the course of the Trading Day, or (ii) by aggregating the order with other orders from other purchasers of the Issuer's Stock that may or may not have been accepted pursuant to a Rule 10b5-1 Plan, executing them as a block or multiple smaller transactions, and allocate an average price to each purchaser.
- d. The Daily Purchase Amount and the Maximum Purchase Price, if applicable, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the Plan Period. Stifel will not purchase fractional shares under this Plan. In the event that the above referenced adjustment of Daily Purchase Amount results in fractional shares, the Daily Purchase Amount will be rounded down to the nearest whole number.

4. Stifel shall not purchase Stock under this Plan at any time when:

- a. Stifel, in its sole discretion, has determined that a market disruption, banking moratorium, outbreak or escalation of hostilities or other crisis or calamity has occurred, or
- b. Stifel, in its sole discretion, has determined that it is prohibited from doing so by a legal, contractual or regulatory restriction applicable to it or its affiliates or to Purchaser or Purchaser's Affiliates (other than any such restriction relating to Purchaser's possession or alleged possession of material nonpublic information about the Issuer or the Stock), or
- c. Stifel has received notice from the Issuer or Purchaser of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Plan.

5. Stifel may purchase Stock on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise.

D. Termination

1. This Plan may not be terminated prior to the end of the Plan Period, except that:

- a. it may be terminated by written notice from Purchaser received by Stifel's Corporate Executive Services Department at the address or fax number set forth in paragraph G.5 below.
- b. it may be terminated pursuant to Paragraph G.2 of this Plan.
- c. it may be, at Stifel option, terminated if Stifel has received notice from the Purchaser of the occurrence of any event contemplated in paragraph B.2. of this Plan or from the Issuer of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Plan.
- d. Notwithstanding the provisions of D.1.(i) herein, this Plan may only be amended pursuant to the Issuer's insider trading policy and only after pre-clearance by the Issuer.

E. Indemnification; Limitation of Liability

- 1. (a) Purchaser agrees to indemnify and hold harmless Stifel and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or attributable to Stifel's action taken or not taken in compliance with this Plan or arising out of or attributable to any breach by Purchaser of this Plan (including Issuer's representations and warranties in this Plan) or any violation by Purchaser of applicable laws or regulations. This indemnification shall survive termination of this Plan.

(b) Notwithstanding any other provision of this Plan, Stifel shall not be liable to Purchaser for:

- (i) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or
- (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.

2. Purchaser has consulted with Purchaser’s own advisors as to the legal, business, financial and related aspects of, and has not relied upon Stifel or any person affiliated with Stifel in connection with Purchaser’s adoption and implementation of this Plan.
3. Purchaser acknowledges and agrees that in performing Purchaser’s obligations under this Plan, neither Stifel nor any of its affiliates nor any of their respective officers, employees or other representatives is exercising any discretionary authority or discretionary control respecting management of Purchaser’s assets, or exercising any authority or control respecting management or disposition of Purchaser’s assets, or otherwise acting as a fiduciary (within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended, or Section 2510.3-21 of the Regulations promulgated by the United States Department of Labor) with respect to Purchaser or Purchaser’s assets. Without limiting the foregoing, Purchaser further acknowledges and agrees that neither Stifel nor any of its affiliates nor any of their respective officers, employees or other representatives has provided any “investment advice” within the meaning of such provisions, and that no views expressed by any such person will serve as a primary basis for investment decisions with respect to Purchaser’s assets.

F. Agreement to Arbitrate Certain Disputes

The following disclosure is required by various regulatory bodies but should not limit the applicability of the following arbitration provision to or in any claim or controversy which may arise between Purchaser and Stifel.

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- Arbitration is final and binding on the parties. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators’ award is not required to include factual findings or legal reasoning, and any party’s right to appeal or seek modifications of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are hereby incorporated into this Agreement.
- The award of the arbitrators or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Purchaser is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

- Purchaser agrees, and in consideration of Stifel carrying an account for Purchaser, Stifel agrees, that all controversies which may arise between us, including any dispute involving Stifel's present or former agents, employees, officers, and directors and including, but not limited to those involving transactions in any account you have individually or jointly with or on behalf of another party at Stifel, including those in which you have a beneficial interest, or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be fully and finally determined by binding arbitration. Any arbitration under this Agreement shall be determined pursuant to the arbitration laws of the State of Missouri and Federal Arbitration Act, where applicable, before the Financial Industry Regulatory Authority (FINRA).
- A copy of this arbitration agreement is hereby given to the Purchaser, who shall acknowledge receipt thereof on the Agreement or on a separate document.
- If Purchaser files a complaint in court against Stifel or its present or former employees, officers, or directors, Stifel may seek to compel arbitration of any such claims. If Stifel seeks to compel arbitration of such claims, Stifel must agree to arbitrate all of the claims contained in the complaint if the Purchaser so requests.

Purchaser acknowledges that the preferred forum for any dispute resolution involving controversies which may arise between Purchaser and Stifel is through arbitration pursuant to the terms of the arbitration provision found in this Agreement. In the unlikely event any controversy or dispute arising under this Agreement with Stifel is determined to be ineligible for arbitration, Purchaser agrees as follows: **THE PARTIES TO THIS AGREEMENT SHALL NOT EXERCISE ANY RIGHTS THEY MAY HAVE TO ELECT OR DEMAND A TRIAL BY JURY.** The client and Stifel hereby expressly waive any right to a trial by jury. The Purchaser acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties and that Stifel would not enter into this Agreement with Purchaser if this provision were not part of the agreement.

Dispute Resolution Locale. Any suit, arbitration proceeding, reparation proceeding, claim, or action against Stifel or its present or past officers, agents, or employees shall be brought and heard in the city where the branch sales office of Stifel is or was located with which Purchaser dealt. If the court, arbitration forum, or reparations tribunal does not conduct hearings in that city, then any such action must be brought and heard in the locale closest to that city in which the court, arbitration forum, or reparations tribunal conducts hearings. This paragraph shall apply even if Purchaser has related disputes with other parties which cannot be resolved in the same locale.

G. General

1. Purchaser shall pay Stifel \$____ per share of the Stock purchased.
2. Purchaser agrees to deposit funds into Stifel account for the Purchaser to cover the purchase of Issuer Stock (including commission and applicable transaction fees, with the amount to be estimated by Purchaser in good faith, if the Daily Purchase Amount is designated as share amount) under this Plan prior to the close of the Principal Market on the business day preceding the commencement of each Purchase Day under this Plan or this Plan will automatically terminate. Purchaser agrees to pay Stifel the commission per share of Stock indicated under G. 1. Stifel may deduct its commission and applicable transaction fees from Purchaser's account. Purchaser and Stifel acknowledge and agree that this Plan is a "securities contract" as such term is defined in Section 741(7) or Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
3. This Plan constitutes the entire agreement between the parties with respect to this Plan and supersedes any prior agreements or understandings with regard to the Plan.
4. This Plan may be amended by the Purchaser:
 - a. only upon the written consent of Stifel
 - b. upon receipt by Stifel of the following documents, each dated as of the date of such amendment
 - (i) a representation signed by the Issuer substantially in the form of Exhibit A to this Plan,

(ii) a certificate signed by the Purchaser certifying that the representations and warranties of the Purchaser contained in this Plan are true at and as of the date of such certificate as if made at and as of such date.

c. Such amendment will become effective a minimum of thirty days from the date the amendment is signed

5. All notices to Stifel under this Plan shall be given to the Stifel Corporate Executive Services Department in the manner specified by this Plan by telephone at (973) 549-4225, by facsimile at (973) 549-4178, by email at CorporateExecServices@stifel.com or by certified mail to the address below:

Stifel Nicolaus & Company, Incorporated
18 Columbia Turnpike
Florham Park, NJ 07932
Attn: Corporate Executive Services

6. Purchaser's rights and obligations under this Plan may not be assigned or delegated without the written permission of Stifel, which may be withheld in the sole discretion of Stifel.

7. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures on all counterparts were upon the same instrument.

8. If any provision of this Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Plan will continue and remain in full force and effect.

9. This Plan shall be governed by and construed in accordance with the internal laws of the State of Missouri, and may be modified or amended only by a writing signed by the parties to this Plan.

**NOTICE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN
PARAGRAPHS F.1 AND F.2.**

IN WITNESS WHEREOF, the undersigned have signed this Plan as of the date first written above.

Date: 24 March 2017

Plan Account Number: BSQH-72250643

Signature: /s/ Yan Zhi

Print Name: Mr. Yan Zhi

Title: Director

Stifel Nicolaus & Company, Incorporated

By: /s/ Hugh Milmore

Print Name: Hugh Milmore

Title: Managing Director

SCHEDULE A

Stock to be purchased under this Plan Dated 24 March 2017

Purchasing Parameters:

- Subject to the parameters set forth below, all trades made pursuant to this Plan will be affected in accordance with the requirements set forth by Rule 10b-18 of the Exchange Act.
- A **Trading Day** is defined in paragraph C.3 of this Plan.
- Stifel shall purchase the **Daily Purchase Amount** (as defined below) for the account of Purchaser on each Purchase Day (as defined below), subject to the following restrictions, if desired (check each applicable box):
 - Stifel shall not purchase any shares of Stock under this Plan at a price of more than USD3.5 per ADR share (before adding commissions and other expenses of purchase) (the "Maximum Purchase Price").
 - (insert any other restrictions)
- A "**Purchase Day**" is (Select One):
 - each Trading Day during the Plan Period that the Principal Market is open for business.
 - each Trading Day during the Plan Period succeeding any period of consecutive Trading Days during which the closing price of the Stock on the Principal Market or, if applicable, as reported in the consolidated system was equal to or greater than .
 - the first weekday of each month during the Plan Period, provided that if any Purchase Day is not a Trading Day, such Purchase Day shall be deemed to fall on the next succeeding Trading Day.
 - Insert Other Conditions:
- The "**Daily Purchase Amount**" for any Purchase Day shall be (please check the applicable box to indicate the amount of Stock that Stifel is to purchase on each Purchase Day):
 - 50,000 ADR shares of Stock.
 - Insert Other Conditions:
- If Stifel cannot purchase the Daily Purchase Amount on any Purchase Day, then (select one):
 - the amount of such shortfall may be purchased as soon as practicable on as many succeeding Trading Days as needed under ordinary principles of best execution.
 - Stifel's obligation to purchase Stock on such Purchase Day under this Plan shall be deemed to have been satisfied.
 - Stifel shall be in the market every Trading Day to purchase all Plan shares specified above at the limit price(s) set forth above. Daily Purchase Amount on each Purchase Day is the same as the Plan Total minus any purchased shares.
 - N/A (or other comments):

Nevertheless, if any such shortfall exists after the close of trading on the last Trading Day of the Plan Period, Stifel's authority to purchase such shares for the account of Purchaser under this Plan shall terminate.

Include below any additional instructions/examples/clarifications:

EXHIBIT A

ISSUER REPRESENTATION

1. LightInTheBoxHolding Ltd (the “Issuer”) represents that it has approved the Plan dated [24 March 2017] (the “Plan”) between Zall Group Ltd. (“Purchaser”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) relating to the ¹stock of the Issuer (the “Stock”).
2. The purchases to be made by Stifel for the account of Purchaser under the Plan will not violate the Issuer’s insider trading policies, and to the best of the Issuer’s knowledge there are no legal, contractual or regulatory restrictions applicable to Purchaser or Purchaser’s affiliates as of the date of this representation that would prohibit the Purchaser from entering into the Plan or prohibit any purchases under the Plan.
3. The Purchaser has not entered into any other plan for trading with respect to the Securities other than the Plan, and to the best of the Issuer’s knowledge, the Purchaser is not acting in concert with any other person; and to the extent the Issuer purchases shares of the Issuer while the Plan is effective, such purchases by the Issuer will be effected in a manner consistent with the requirements of Rule 10b-18 of the Securities Exchange Act of 1934.
4. If, at any time during the Plan Purchase Period (as defined in the Plan), Issuer becomes aware of a legal, contractual or regulatory restriction that is applicable to Purchaser or Purchaser’s affiliates and that would prohibit any purchase under the Plan (other than any such restriction relating to Purchaser’s possession or alleged possession of material nonpublic information about the Issuer or its securities), the Issuer agrees to give Stifel’s Corporate Executive Services Department notice of such restriction by telephone as soon as practicable. Such notice shall be made to Corporate Executive Services at (973) 549-4225 and shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Purchaser. In any event, the Issuer shall not communicate any material nonpublic information about the Issuer or its securities to the Corporate Executive Services staff, Trading Department, or Financial Advisor.

Dated: [SIGNATURE DATE]

Signature: _____

Print Name: _____

Title of Authorized Officer: _____

¹ Insert Common, Preferred or other designation.