

SHARING ECONOMY INTERNATIONAL INC.

Filed by
HUANG XIMING

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 08/13/26

Address	9205 COUNTRY CLUB DRIVE FARMINGTON HILLS, MI, 48221
Telephone	248-971-9325
CIK	0000819926
Symbol	SEII
SIC Code	7373 - Services-Computer Integrated Systems Design
Industry	Internet Services
Sector	Technology
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934

(Amendment No. 1)

SHARING ECONOMY INTERNATIONAL INC.

(Name of Issuer)

Common Stock, \$0.001 Par Value

(Title of Class of Securities)

819534108

(CUSIP Numbers)

Thomas E. Puzzo, Esq.
Law Offices of Thomas E. Puzzo, PLLC, 3823 44th Ave. NE
Seattle, WA, 98105
206-522-2256

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

08/11/2026

(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. ☐

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).

SCHEDULE 13D/A

CUSIP Number(s):	819534108
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1	Name of reporting person Huang Ximing
	Check the appropriate box if a member of a Group (See Instructions)

2	☐ (a) ☐ (b)								
3	SEC use only								
4	Source of funds (See Instructions) PF, OO								
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐								
6	Citizenship or place of organization UNITED STATES								
Number of Shares Beneficially Owned by Each Reporting Person With:	<table border="1"> <tr> <td>7</td> <td>Sole Voting Power: 4,103,939,641.00</td> </tr> <tr> <td>8</td> <td>Shared Voting Power: 0.00</td> </tr> <tr> <td>9</td> <td>Sole Dispositive Power: 4,103,939,642.00</td> </tr> <tr> <td>10</td> <td>Shared Dispositive Power: 0.00</td> </tr> </table>	7	Sole Voting Power: 4,103,939,641.00	8	Shared Voting Power: 0.00	9	Sole Dispositive Power: 4,103,939,642.00	10	Shared Dispositive Power: 0.00
7	Sole Voting Power: 4,103,939,641.00								
8	Shared Voting Power: 0.00								
9	Sole Dispositive Power: 4,103,939,642.00								
10	Shared Dispositive Power: 0.00								
11	Aggregate amount beneficially owned by each reporting person 4,103,939,642.00								
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐								
13	Percent of class represented by amount in Row (11) 65.6 %								
14	Type of Reporting Person (See Instructions) IN								

Comment for Type of Reporting Person: For Items 7, 9 and 13 - One (1) share of Series B Preferred Stock, which can vote 51% of the Issuer's total common stock.

SCHEDULE 13D/A

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, \$0.001 Par Value

(b) Name of Issuer:

SHARING ECONOMY INTERNATIONAL INC.

(c) Address of Issuer's Principal Executive Offices:

9205 COUNTRY CLUB DRIVE, FARMINGTON HILLS, MICHIGAN , 48221.

Item 2. Identity and Background

(a) This statement relates to shares of the common stock, par value \$0.001 per share, of Sharing Economy International Inc., a Nevada corporation (the "Issuer").

(b) The business address of the Reporting Person is Ximing Huang, Chief Executive Officer, Sharing Economy International, Inc., 9205 Country Club Drive, Farmington Hills, Michigan 48221.

(c) Mr. Huang's present principal occupation or employment is Chief Executive Officer of the Issuer.

(d) During the last five years, Mr. Huang has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) nor has any one of them been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final

order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding violations with respect to such laws.

- (e) During the last five years, Mr. Huang has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) nor has any one of them been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding violations with respect to such laws.
- (f) Mr. Huang is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

Pursuant to the terms and conditions of that certain Share Exchange Agreement, dated August 2, 2026, by and among Sharing Economy International Inc., Light Across, Inc., a Delaware corporation ("Light Across"), and the holders of common stock of Light Across, the Issuer offered and sold an aggregate of 4,103,939,641 shares of common stock to the Mr. Huang.

Pursuant to that certain Non-Employee Director Agreement, dated August 10, 2026, by and between the Issuer and Ximing Huang, the Issuer granted Mr. Huang one (1) share of Series B Preferred Stock as consideration for Mr. Huang agreeing to act as Chairman of the Board of Directors of the Company for a term of three years. The Series B Preferred Stock gives the holder thereof the right to vote 51% of the shareholder vote on any and all shareholder matters.

Item 4. Purpose of Transaction

The Reporting Person acquired the securities of the Issuer, as described in Item 3 herein, for investment purposes.

Depending upon then prevailing market conditions, other investment opportunities available to the Reporting Person, the availability of shares of common stock at prices that would make the purchase of additional shares of common stock desirable and other investment considerations, the Reporting Person may endeavor to increase his position in the Issuer through, among other things, the purchase of shares of common stock on the open market if the Issuer's common stock is traded in the future, or in private transactions or otherwise, on such terms and at such times as the Reporting Person may deem advisable. The Reporting Person reserves the right to dispose of any or all of his respective shares of common stock in the open market, if such market is created in the future, or otherwise, at any time and from time to time and to engage in any hedging or similar transactions.

The Reporting Person intends to review his respective investment in the Issuer on a continuing basis and may engage in communications with one or more stockholders of the Issuer, one or more officers of the Issuer, one or more members of the board of directors of the Issuer and/or one or more other representatives of the Issuer concerning the business, operations and future plans of the Issuer.

The Reporting Person does not have any present plan or proposal which would relate to or result in:

- (a) The acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the issuer;
- (f) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
- (g) changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
- (h) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

The Reporting Person may, at any time and from time to time, review or reconsider his respective position and/or change his respective purpose and/or formulate and adopt plans or proposals with respect thereto subject to compliance with applicable regulatory requirements.

Item 5. Interest in Securities of the Issuer

- (a) On the filing date of this Schedule 13D, the Reporting Person beneficially owned, in the aggregate, 4,103,939,641 shares of common stock, representing approximately 65.6% of the Issuer's outstanding shares of common stock, based on 6,248,548,045 shares of common stock issued and outstanding as of August 2, 2026, as reported on Current Report on Form 8-K of the Issuer, filed with the Securities and Exchange Commission on August 2, 2026.

Mr. Huang beneficially owns an aggregate of one (1) share of Series B Preferred Stock shares (100% of the outstanding Series B Preferred Stock), which can vote 51% of the Company's total common stock.
- (b) The Reporting Person directly owns and has sole voting power and sole dispositive power with respect to all of the shares of common stock and Series B Preferred Stock reported in this Schedule 13D as being beneficially owned by him.
- (c) Except as set forth in this Schedule 13D, the Reporting Person has not effected any transaction in the shares of common stock during the past sixty (60) days.
- (d) Except for the Reporting Person himself, no person is known by the Reporting Person to have the right to receive, or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of common stock or Series B Preferred Stock beneficially owned by the Reporting Person.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

To the knowledge of Mr. Huang, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between himself and any other person with respect to the securities of the Issuer, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies or any pledge or contingency, the occurrence of which would give another person voting or investment power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Number Description

3.1 Certificate of Designation for Series B Preferred Stock, dated August 11, 2026.

10.1 Non-Employee Director Agreement, dated August 10, 2026, by and between the Issuer and Ximing Huang.

SIGNATURE

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.

Huang Ximing

Signature: /s/ Ximing Huang

Name/Title: Ximing Huang

Date: 08/13/2026



FRANCISCO V. AGUILAR
Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

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	Number of Pages 7

Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

☒ **Certificate of Designation**

☐ **Certificate of Amendment to Designation - Before Issuance of Class or Series**

☐ **Certificate of Amendment to Designation - After Issuance of Class or Series**

☐ **Certificate of Withdrawal of Certificate of Designation**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: Sharing Economy International Inc. Entity or Nevada Business Identification Number (NVID): E0390892012 4	
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: Time: (must not be later than 90 days after the certificate is filed)	
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: Series B Preferred Stock	
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing: 	
5. Amendment of class or series of stock:	☐ Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.	
	☐ Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.	
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* See attached pages.	
7. Withdrawal:	Designation being Withdrawn: Date of Designation: No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * 	
8. Signature: (Required)	☒ Signature of Officer Date: 8/10/2026	

CERTIFICATE OF DESIGNATION
OF
SHARING ECONOMY INTERNATIONAL, INC.

Pursuant to Section 78.1955 of the
Nevada Revised Statutes

SERIES B PREFERRED STOCK

On behalf of Sharing Economy International, Inc., a Nevada corporation (the "Corporation"), the undersigned hereby certifies that the following resolution has been duly adopted by the board of directors of the Corporation (the "Board"):

RESOLVED, that, pursuant to the authority granted to and vested in the Board by the provisions of the articles of incorporation of the Corporation (the "Articles of Incorporation"), there hereby is created, out of the fifty million (50,000,000) shares of preferred stock, par value \$0.001 per share, of the Corporation authorized by Article III of the Articles of Incorporation ("Preferred Stock"), a series of Series B Preferred Stock, consisting of one (1) share, which series shall have the following powers, designations, preferences and relative participating, optional and other special rights, and the following qualifications, limitations and restrictions:

The specific powers, preferences, rights and limitations of the Series B Preferred Stock are as follows:

1. Designation; Rank. This series of Preferred Stock shall be designated and known as "Series B Preferred Stock." The number of shares constituting the Series B Preferred Stock shall be one (1) share. The Series B Preferred Stock shall be subordinate to and rank junior to all indebtedness of the Corporation now or hereafter outstanding.

2. Dividends. The holders of shares of Series B Preferred Stock have no dividend rights except as may be declared by the Board in its sole and absolute discretion, out of funds legally available for that purpose.

3. Liquidation Preference.

(a) In the event of any dissolution, liquidation or winding up of the Corporation (a "Liquidation"), whether voluntary or involuntary, the holders of Series B Preferred Stock shall be entitled to participate in any distribution out of the assets of the Corporation on an equal basis per share with the holders of the Common Stock.

(b) A sale of all or substantially all of the Corporation's assets or an acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, a reorganization, consolidated or merger) that

results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation (a "Change in Control Event"), shall not be deemed to be a Liquidation for purposes of this Certificate of Designation.

4. Voting. The holders of Series B Preferred Stock shall have the rights as described in this Section 4 or as required by law. For so long as any shares of the Series B Preferred Stock remain issued and outstanding, the holders thereof, voting separately as a class, shall have the right to vote on all shareholder matters equal to fifty-one (51%) percent of the total vote. By way of illustration, if there are 10,000 shares of the Corporation's common stock issued and outstanding at the time of a shareholder vote, the holders of the Series B Preferred Stock, voting separately as a class, will have the right to vote an aggregate of 10,410 shares, out of a total number of 20,410 shares voting. For the sake of clarity and in an abundance of caution, the total voting shares outstanding at the time of any and all shareholder votes (i.e., the total shares eligible to vote on any and all shareholder matters) shall be deemed to include (a) the total common shares outstanding, (b) the voting rights applicable to any outstanding shares of preferred stock, other than the Series B Preferred Stock, if any, (d) the voting rights attributable to the Series B Preferred Stock, as described herein, whether such Series B Preferred Stock shares are voted or not, and (c) any other securities and instruments of the Corporation.

5. Optional Conversion of Series B Preferred Stock. The holders of Series B Preferred Stock shall have conversion rights as follows:

(a) Conversion Right. Each share of Series B Preferred Stock shall be convertible at the option of the holder thereof and without the payment of additional consideration by the holder thereof, at any time, into shares of Common Stock on the Optional Conversion Date (as hereinafter defined) at a conversion rate of one (1) share of Common Stock (the "Conversion Rate") for every one (1) share of Series B Preferred Stock, subject to adjustment as provided in Section 5 of this Designation.

(b) Mechanics of Optional Conversion. To effect the optional conversion of shares of Series B Preferred Stock in accordance with Section 5(a) of this Designation, any holder of record shall make a written demand for such conversion (for purposes of this Designation, a "Conversion Demand") upon the Corporation at its principal executive offices setting forth therein (i) the certificate or certificates representing such shares, and (ii) the proposed date of such conversion, which shall be a business day not less than fifteen (15) nor more than thirty (30) days after the date of such Conversion Demand (for purposes of this Designation, the "Optional Conversion Date"). Within five days of receipt of the Conversion Demand, the Corporation shall give written notice (for purposes of this Designation, a "Conversion Notice") to the holder setting forth therein (i) the address of the place or places at which the certificate or certificates representing any shares not yet tendered are to be converted are to be surrendered; and (ii) whether the certificate or certificates to be surrendered are required to be endorsed for transfer or accompanied by a duly executed stock power or other appropriate instrument of assignment and, if so, the form of such endorsement or power or other instrument of assignment. The Conversion Notice shall be sent by first class mail, postage prepaid, to such holder at such holder's address as may be set forth in the Conversion Demand or, if not set forth therein, as it appears on the records of the stock transfer agent for the Series B Preferred Stock, if any, or, if none, of the Corporation. On or before

the Optional Conversion Date, each holder of the Series B Preferred Stock so to be converted shall surrender the certificate or certificates representing such shares, duly endorsed for transfer or accompanied by a duly executed stock power or other instrument of assignment, if the Conversion Notice so provides, to the Corporation at any place set forth in such notice or, if no such place is so set forth, at the principal executive offices of the Corporation. As soon as practicable after the Optional Conversion Date and the surrender of the certificate or certificates representing such shares, the Corporation shall issue and deliver to such holder, or its nominee, at such holder's address as it appears on the records of the stock transfer agent for the Series B Preferred Stock, if any, or, if none, of the Corporation, a certificate or certificates for the number of whole shares of Common Stock issuable upon such conversion in accordance with the provisions hereof.

(c) No Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series B Preferred Stock. In lieu of any fractional share to which the holder would be entitled but for the provisions of this Section 5(c) based on the number of shares of Series B Preferred Stock held by such holder, the Corporation shall issue a number of shares to such holder rounded up to the nearest whole number of shares of Common Stock. No cash shall be paid to any holder of Series B Preferred Stock by the Corporation upon conversion of Series C Preferred Convertible Stock by such holder.

(d) Reservation of Stock. The Corporation shall at all times when any shares of Series B Preferred Convertible Stock shall be outstanding, reserve and keep available out of its authorized but unissued Common Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding shares of the Series B Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(e) Stock Dividends, Splits, Combinations and Reclassifications. If the Corporation at any time on or after the date of this Certificate of Designation subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the applicable Conversion Rate and other share based metrics in effect immediately prior to such subdivision will be proportionately reduced and the number of shares of Common Stock issuable will be proportionately increased. If the Corporation at any time on or after the date of this Certificate of Designation combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the applicable Conversion Rate and other share based metrics in effect immediately prior to such combination will be proportionately increased and the number of shares of Common Stock will be proportionately decreased. Any adjustment under this Section will become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant to Section 5 of this Designation, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms

hereof and cause its principal financial officer to verify such computation and prepare and furnish to each holder of Series B Preferred Stock a certificate setting forth such adjustment or readjustment and setting forth in reasonable detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustments and readjustments; (ii) the Conversion Rate in effect at such time for the Series B Preferred Stock; and (iii) the number of shares of Common Stock and the amount, if any, of other property that at such time would be received upon the conversion of the Series B Preferred Stock.

(g) Issue Taxes. The converting holder shall pay any and all issue and other non-income taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series B Preferred Stock.

6. No Preemptive Rights. No holder of the Series B Preferred Stock shall be entitled to rights to subscribe for, purchase or receive any part of any new or additional shares of any class, whether now or hereinafter authorized, or of bonds or debentures, or other evidences of indebtedness convertible into or exchangeable for shares of any class, but all such new or additional shares of any class, or any bond, debentures or other evidences of indebtedness convertible into or exchangeable for shares, may be issued and disposed of by the Board of Directors on such terms and for such consideration (to the extent permitted by law), and to such person or persons as the Board of Directors in their absolute discretion may deem advisable.

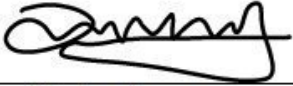
7. Vote to Change the Terms of or Issue Preferred Stock. The affirmative vote at a meeting duly called for such purpose or the written consent without a meeting, of the majority holders (in addition to any other corporate approvals then required to effect such action), shall be required for any change to this Certificate of Designation or the Company's Articles of Incorporation which would amend, alter, change or repeal any of the powers, designations, preferences and rights of the Series B Preferred Stock.

8. Lost or Stolen Certificates. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any Preferred Stock Certificates representing the shares of Series B Preferred Stock, and, in the case of loss, theft or destruction, of any indemnification undertaking by the holder to the Company and, in the case of mutilation, upon surrender and cancellation of the Preferred Stock Certificate(s), the Company shall execute and deliver new preferred stock certificate(s) of like tenor and date; provided, however, that the Company shall not be obligated to re-issue Preferred Stock Certificates if the holder contemporaneously requests the Company to convert such shares of Series B Preferred Stock into Common Stock.

9. Failure or Indulgence Not Waiver. No failure or delay on the part of a holder of Series B Preferred Stock in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

IN WITNESS WHEREOF the undersigned has signed this Designation this 10th day of August, 2026

SHARING ECONOMY INTERNATIONAL INC.

By: 
Name: Ximing Huang
Title: Chief Executive Officer

NON-EMPLOYEE DIRECTOR AGREEMENT

This Non-Employee Director Agreement (the “Agreement”) is made and entered into as of August 10, 2026 (the “Effective Date”), by and between Sharing Economy International Inc., a Nevada corporation (the “Company”), with its principal place of business at 39205 Country Club Drive, Suite C20, Farmington Hills, Michigan 48221, and Ximing Huang (the “Independent Contractor”), an individual residing in the State of Michigan.

1. Engagement of Services. The Independent Contractor agrees to serve as the Company’s Chairman of the Board of Directors, and perform the duties of a Chairman of the Board of Directors and member of the board of directors under the Nevada Revised Statutes (collectively, the “Services”). The Independent Contractor will perform Services faithfully, diligently, and to the best of the Independent Contractor’s skill and ability.

2. Compensation; Reimbursement of Costs and Expenses.

(a) In consideration of the Independent Contractor’s agreement to enter into this Agreement, the Company shall issue to the Independent Contractor one (1) share (the “Share”) of Series B Preferred Stock of the Company, which shall be fully-paid and non-assessable, with full consideration having been paid, upon issuance.

(b) If the Independent Contractor does not complete the term of his appointment under this Agreement, Independent Contractor shall forfeit, return and transfer the Share to the Company. Independent Contractor appoints the Company as attorney-in-fact to effect such transfer of the Share being transferred to the Company in the event that the Independent Contractor does not complete the term of his appointment under this Agreement.

(c) The Company will also reimburse the Independent Contractor for reasonable travel and other incidental expenses incurred by Independent Contractor in performing the Services, provided the Company has agreed in advance to reimburse such costs, and the Independent Contractor has provided the Company with such receipts or other relevant documentation as the Company may require for such reimbursement.

3. Independent Contractor. The Independent Contractor is an independent contractor and not an employee of the Company. The Independent Contractor is not eligible for any employee benefits. The Company will not make tax deductions from any amounts payable to Independent Contractor; taxes on such payments shall be the sole responsibility of Independent Contractor.

4. Nonsolicitation.

(a) During the term of this Agreement and for two (2) years after its termination, the Independent Contractor will not personally or through others (i) recruit, solicit, or attempt to induce any employee or contractor of the Company to terminate his or her employment or contractual relationship with the Company, or (ii) solicit in direct competition with the Company the business of any client or customer of the Company.

(b) During the term of this Agreement and for one (1) year after its termination, Independent Contractor will not, without the prior consent of the Company, engage in any business activity which directly competes with any business then being conducted or planned by the Company of which the Independent Contractor has become aware in the course of providing Services; the foregoing shall not have the effect of preventing Independent Contractor from engaging in any academic research, teaching or related activity.

(c) If any restriction set forth in Sections 4(a) and 4(b) above is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities, and geographic area as to which it is enforceable.

5. Company's Proprietary Rights and Nondisclosure. In providing Services, the Independent Contractor will be exposed to, have access to, and be engaged in the development of information (including all tangible and intangible manifestations) relating to inventions, patents, copyrights, trademarks, trade secrets, technology, strategic sales/marketing plans, and business of the Company, and accordingly agrees as follows:

(a) The term "Proprietary Information" shall mean all inventions, works of authorship, trade secrets, business plans, confidential knowledge, data, or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes, without limitation, (a) inventions, ideas, samples, designs, applications, drawings, methods or processes, formulas, trade secrets, data, source and object codes, know-how, improvements, discoveries, developments, designs, and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products and service offerings, marketing and selling, forecasts, business plans, budgets and unpublished financial statements, licenses, sales, pricing, profits and costs, distribution arrangements, suppliers and customers, marketing, customer and partner strategies, business development plans, customer and partner lists; and information regarding the skills and compensation of employees of the Company and the Company's internal organization.

(b) The Independent Contractor agrees promptly to disclose in writing and hereby assigns to the Company the Independent Contractor's entire right, title and interest in and to any and all inventions and proprietary information (and all proprietary rights with respect thereto) or any other copyrightable or patentable work, made, conceived, or reduced to practice by Independent Contractor, either alone or jointly with others, in the course of performing Services, without any obligation of the Company to pay royalty or any other consideration. The Independent Contractor agrees that all such inventions and proprietary information are the sole property of the Company and will, at the Company's request, promptly execute a written assignment to the Company of title to any such inventions and proprietary information relating to it and will preserve any such information as part of the proprietary Information of the Company. The Independent Contractor will keep in confidence and trust all Proprietary Information and shall not reproduce, use, or disclose any Proprietary Information or anything related to such information without the prior written consent of the Company, except as required in performing Services. All Proprietary Information, whether presently existing or developed in the future, shall be the sole property of the Company and its assigns. In addition, the Company and its assigns shall be the sole owner of all intellectual property and other rights in connection with such Proprietary Information.

(c) The provisions of this Agreement are subject to the understanding that the Independent Contractor is affiliated with, employed by, and/or consulting with other institution(s) or entity(ies) and must fulfill certain obligations to the Institutions pursuant to the Institutions' guidelines or policies. If the Independent Contractor is required to disclose Proprietary Information to the Institution pursuant to applicable guidelines or policies, and such information falls within the Company's direct focus or interest, then the Independent Contractor shall promptly notify the Company in writing.

(d) The Independent Contractor will submit to the Company any proposed publication which contains any discussion relating to the Company, the Services, or Proprietary Information. Independent Contractor agrees not to publish or otherwise disclose any such proposed publication without the prior written consent of the Company, which consent shall not be unreasonably withheld. Any such consent shall be given within thirty (30) days of receipt of the proposed publication. The Independent Contractor is free to publish any information that does not relate to the Company or the Services and that does not disclose Proprietary Information.

(e) In the event the Company is unable, after reasonable effort, to secure Independent Contractor's signature on any document needed to apply for or prosecute any patent, copyright, or other right or protection relating to an invention subject to assignment to the Company, the Independent Contractor hereby designates and appoints the Company and its duly authorized officers and agents as Independent Contractor's agent and attorney-in-fact, to act for and on the Independent Contractor's behalf to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, and other rights and protections thereon with the same legal force and effect as if executed by the Independent Contractor. Such appointment shall be irrevocable and coupled with an interest.

6. Nondisclosure of Third-Party Information. The Independent Contractor understands that the Company has received and will receive from third parties information that is confidential or proprietary and subject to restrictions on the Company's use and disclosure ("Third-Party Information"). The Independent Contractor will hold Third-Party Information in the strictest confidence and will not disclose or use Third-Party Information, except as permitted by agreement between the Company and the relevant third party, unless expressly authorized in writing to act otherwise by an officer of the Company.

7. Obligation To Keep Company Informed. The Independent Contractor shall promptly disclose to the Company, or any persons designated by it, any and all proprietary information, whether or not patentable, of which the Independent Contractor becomes aware that relates to Proprietary Information of the Company; however, Independent Contractor shall not be obligated to disclose information received by Independent Contractor from others under a contractual obligation of confidentiality.

8. Prior Inventions. Inventions that the Independent Contractor made prior to the Effective Date are excluded from the scope of this Agreement. For the avoidance of doubt, the Independent Contractor should be prepared to demonstrate, if asked, that such inventions have been documented prior to the Independent Contractor signing this agreement.

9. No Conflicting Obligation. The Independent Contractor represents that the Independent Contractor's performance of the Services does not and will not breach or conflict with any agreement to which the Independent Contractor is or later becomes a party. The Independent Contractor has not entered into, and agrees not to enter into during the term of this Agreement any agreement, written or oral, in conflict with this Agreement.

10. No Improper Use of Materials. The Independent Contractor agrees not to bring to the Company or to use in the performance of Services any materials or documents obtained from a present or former employer of the Independent Contractor, the Independent Contractor's employees, or any other person with whom the Independent Contractor has entered into a confidentiality agreement, unless such materials or documents are generally available to the public or the Independent Contractor has authorization for the possession and unrestricted use of such materials. In providing the Services, the Independent Contractor agrees not to breach any obligation of confidentiality that the Independent Contractor has undertaken with the Company or with a third party.

11. Term and Termination. Unless previously terminated or extended, this Agreement will terminate three (3) years from the Effective Date. The Company or Independent Contractor may also terminate this Agreement upon thirty (30) days written notice to the other. The Company may terminate this Agreement immediately upon written notice by the Company to the Independent Contractor in the event of Independent Contractor's material breach of this agreement or any misconduct by Independent Contractor that could have an adverse effect on the business of the Company. Any determination of such breach or misconduct as used herein shall be made in the Company's sole discretion. The obligations set forth in Sections 4, 5, and 6 survive any termination of this Agreement. Upon termination of this Agreement, the Independent Contractor will promptly deliver to the Company all documents and other materials of any nature pertaining to the Services, together with all documents and other items containing or pertaining to any Proprietary Information. The Independent Contractor shall not retain copies of any such documents or other materials after termination of this Agreement.

12. Legal and Equitable Remedies. Because the Independent Contractor's services are personal and unique and because the Independent Contractor may have access to and become acquainted with Proprietary Information, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement, without bond.

13. General Terms. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators, and permitted assigns. Because the nature of the Services is personal, any attempted assignment of Independent Contractor's rights or delegation of Independent Contractor's obligations will be void without the prior written consent of the Company. This Agreement is governed by the laws of the State of Nevada, excluding conflicts of laws principles. If any provision of this Agreement is found by a proper authority to be unenforceable, then that provision shall be severed, and the remainder of this Agreement will continue in full force and effect. This Agreement and its Exhibits constitute the parties' final, exclusive, and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties to this Agreement. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by regular mail, postage prepaid, three (3) days after the date of mailing. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

The parties hereto have executed this Non-Employee Director Agreement as of the Effective Date.

SHARING ECONOMY INTERNATIONAL INC.

By: /s/ Johnny Chen
Name: Johnny Chen
Title: Chief Financial Officer

By: /s/ Ximing Huang
Ximing Huang