

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

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
852-3153-5810**

(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
No. 1 Guang Hua Road
Beijing 100020
People's Republic of China
86-10-5876-3586**

March 23, 2017

(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="radio"/>
	(b) <input checked="" type="radio"/>
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="radio"/>

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 2,999,540	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 2,999,540	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 2,999,540		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="radio"/>		
13	Percent of Class Represented by Amount in Row (11) 2.1%*		
14	Type of Reporting Person CO		

* See Item 5 for Information on calculating this percentage.

CUSIP No. 53225G102

13D/A

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="radio"/>	
	(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="radio"/>		
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="radio"/>
13	Percent of Class Represented by Amount in Row (11) 34.4%*
14	Type of Reporting Person CO

* See Item 5 for Information on calculating this percentage.

3

CUSIP No. 53225G102

13D/A

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="radio"/>	
	(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="radio"/>	
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 52,958,740
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 52,958,740
11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,958,740	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 36.4%*	
14	Type of Reporting Person CO	

* See Item 5 for Information on calculating this percentage.

4

CUSIP No. 53225G102

13D/A

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="radio"/>
	(b) <input checked="" type="radio"/>
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="radio"/>
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 52,958,740
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 52,958,740
11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,958,740
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="radio"/>
13	Percent of Class Represented by Amount in Row (11) 36.4%†
14	Type of Reporting Person HC

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

† See Item 5 for Information on calculating this percentage.

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="radio"/>
	(b) <input checked="" type="radio"/>
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="radio"/>	
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 52,958,740
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 52,958,740
11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,958,740	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares* <input type="radio"/>	
13	Percent of Class Represented by Amount in Row (11) 36.4%*	
14	Type of Reporting Person CO	

* See Item 5 for Information on calculating this percentage.

CUSIP No. 53225G102

13D/A

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="radio"/>
	(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="radio"/>	
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 52,958,740
	9	Sole Dispositive Power 0

	10	Shared Dispositive Power 52,958,740
11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,958,740	
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) 36.4%*	
14	Type of Reporting Person IN	

* See Item 5 for Information on calculating this percentage.

CUSIP No. 53225G102

13D/A

Item 1. Security and Issuer.

This Amendment No. 2 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 11, 2016 and amendment No. 1 filed thereto on October 21, 2016 (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.

This Amendment:

- Amends and supplements disclosures under Items 2, 3, 4, 6 and Attachment A of the Initial Statement, and
- Amends and restates disclosures in the cover pages and under Items 5 and 7 of 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 2. Identity and Background.

Item 2 of the Initial Statement is hereby amended and supplemented to include Zall Development (HK) Holding Company Limited (“**Purchaser**”) as a Reporting Person. Purchaser is a direct wholly-owned subsidiary of Development.

Item 3. Source or Amount of Funds or Other Consideration.

Item 3 of the Initial Statement is hereby amended and supplemented by adding the following to the end thereof:

“Pursuant to the Trading Plans (as defined below), Stifel executed open market purchases of the ADSs. Using cash on hand in the amount of approximately \$2,260,528 from working capital (excluding commissions), a total of 774,249 ADSs (which are equivalent to 1,548,498 Ordinary Shares) were purchased since October 21, 2016, which includes certain purchases made outside of, and pursuant to, the Trading Plans.

The Reporting Persons undertake to provide upon request by the staff of the Commission full information regarding the number of shares purchased at each separate price.”

Item 4. Purpose of Transaction.

Item 4 of the Initial Statement is hereby amended and supplemented by deleting the first paragraph under the heading “**Further Matters**” and adding the following in its place:

“On September 9, 2016, the Purchaser and Stifel entered into the Trading Plan. The Trading Plan expired pursuant to its terms on March 10, 2017. On March 24, 2017, Parent and Stifel entered into a Rule 10b5-1 trading plan (the “**Second Trading Plan**” and, together with the Trading Plan, the “**Trading Plans**”). Pursuant to the Second Trading Plan, Stifel may execute open market purchases of the ADSs on behalf of Parent subject to the satisfaction of certain conditions including, among others, the trading price until the Second Trading Plan terminates.”

Item 5. Interest in Securities of the Issuer.

Item 5 of the Initial Statement is hereby amended and restated by the following:

“(a) and (b)

Per the Issuer’s Registration Statement on Form F-3/A (File No. 333-212007) filed on September 2, 2016 with the Commission, the Issuer has 137,878,465 Ordinary Shares outstanding as of September 2, 2016.

8

CUSIP No. 53225G102

13D/A

When the Ordinary Shares that may be purchased under the Warrant are included, the Reporting Persons may be deemed to have beneficial ownership of an additional 7,455,000 Ordinary Shares that are deemed outstanding for purposes of disclosing the total number and percentage of Ordinary Shares under Items 1 and 5.

Purchaser may be deemed to beneficially own 2,999,540 Ordinary Shares and 2.06% of the Ordinary Shares assuming 145,333,465 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

E-commerce may be deemed to beneficially own 49,955,000 Ordinary Shares and 34.37% of the Ordinary Shares assuming 145,333,465 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

Each of Development, Parent, Investment and Yan may be deemed to beneficially own 52,958,740 Ordinary Shares and 36.44% of the Ordinary Shares assuming 145,333,465 Ordinary Shares outstanding which includes 7,455,000 Ordinary Shares purchasable under the Warrant.

No Reporting Person has the sole power to vote, or direct the vote, or sole power to dispose, or direct the disposition of, the securities of the Issuer. Each Reporting Person has the shared power to vote, or to direct the vote, or shared power to dispose, or direct the disposition of, such securities subject to the terms of the Subscription Agreement and the IR Agreement and any other applicable agreements.

Yan is the sole beneficial owner of Investment which beneficially owns approximately 75% of Parent which indirectly controls all of the beneficial interests in Development which is the sole beneficial owner of each of E-commerce and the Purchaser. Pursuant to Rule 13d-3, Yan may be deemed to share beneficial ownership over the securities beneficially held by E-commerce and the Purchaser.

Other than for purposes of Rule 13d-3, the foregoing statements will not be deemed to constitute an admission by each Reporting Person that the Reporting Person is the beneficial owner of any securities disclosed herein, and such beneficial ownership is expressly disclaimed. To each Reporting Person’s knowledge, no Ordinary Shares are beneficially owned by any person listed on Attachment A of the Initial Statement.

(c)

Pursuant to the Trading Plans, Stifel may execute open market purchases of the ADSs. Using cash on hand in the amount of approximately \$479,392 from working capital (excluding commissions), a total of 160,550 ADSs (which are equivalent to 321,100 Ordinary Shares) were purchased since January 27, 2017, which includes certain purchases made outside of, and pursuant to, the Trading Plans. Below is a table of the purchases.

Date	No. of ADSs	Average Unit Price	Price Range for Purchased ADS
1/27/2017	5,900	\$3.08	\$3.08 - \$3.10
1/30/2017	4,300	\$2.95	\$2.94 - \$3.01
1/31/2017	2,162	\$2.98	\$2.97 - \$3.02
2/1/2017	4,300	\$3.05	\$2.97 - \$3.10
2/2/2017	4,300	\$3.11	\$3.09 - \$3.11
2/3/2017	1,294	\$3.11	\$3.11 - \$3.11
2/6/2017	3,300	\$3.09	\$3.08 - \$3.10

9

CUSIP No. 53225G102

13D/A

Date	No. of ADSs	Average Unit Price	Price Range for Purchased ADS
2/7/2017	3,300	\$3.07	\$3.02 - \$3.09
2/8/2017	3,300	\$3.01	\$3.00 - \$3.03
2/9/2017	2,390	\$3.07	\$3.03 - \$3.10
2/10/2017	2,328	\$3.01	\$2.98 - \$3.02
2/13/2017	2,300	\$3.00	\$3.00 - \$3.00
2/14/2017	2,300	\$2.98	\$2.95 - \$2.99
2/15/2017	2,300	\$2.92	\$2.89 - \$2.96
2/16/2017	2,300	\$2.97	\$2.95 - \$3.13
2/21/2017	2,300	\$2.99	\$2.99 - \$3.13
2/21/2017	1,900	\$3.00	\$2.99 - \$3.00
2/22/2017	1,900	\$2.96	\$2.91 - \$2.97
2/23/2017	1,900	\$2.97	\$2.96 - \$2.97
2/24/2017	200	\$2.85	\$2.85 - \$2.85
2/27/2017	1,600	\$2.96	\$2.95 - \$2.96
2/28/2017	1,600	\$3.00	\$3.00 - \$3.00
3/1/2017	1,600	\$2.89	\$2.89 - \$2.92
3/2/2017	1,600	\$2.96	\$2.95 - \$2.96

3/3/2017	1,600	\$2.92	\$2.90 - \$2.95
3/6/2017	1,400	\$2.92	\$2.92 - \$2.92
3/7/2017	500	\$2.87	\$2.85 - \$2.87
3/8/2017	1,400	\$2.85	\$2.84 - \$2.86
3/9/2017	1,400	\$2.86	\$2.85 - \$2.88
3/10/2017	1,400	\$2.83	\$2.83 - \$2.83
3/21/2017	9,693	\$2.91	\$2.86 - \$2.90
3/22/2017	29,383	\$2.97	\$2.88 - \$3.00
3/23/2017	51,000	\$3.00	\$2.88 - \$3.01
3/27/2017	2,100	\$2.81	\$2.79 - \$2.82

The Reporting Persons undertake to provide upon request by the staff of the Commission full information regarding the number of shares purchased at each separate price within the ranges set forth above. Except as set forth above or incorporated by reference herein, none of the Reporting Persons and, to the Reporting Persons' knowledge, none of the persons named in Attachment A of the Initial Statement have effected any transitions in the Ordinary Shares or ADSs within the past 60 days.

(d)

None.

(e)

Not Applicable.”

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

Item 6 of the Initial Statement is hereby amended and supplemented by adding the following paragraph to the end thereof:

“On March 24, 2017, Parent and Stifel entered into the Second Trading Plan. Pursuant to the Second Trading Plan, Stifel may execute open market purchases of the ADSs subject to the satisfaction of certain conditions including, among others, the trading price. A copy of the Second Trading Plan is filed as Exhibit 5 hereto and the foregoing description of the Second Trading Plan is qualified in its entirety to such exhibit.”

10

CUSIP No. 53225G102

13D/A

Item 7. Material to Be Filed as Exhibits.

Item 7 of the Initial Statement is hereby amended and restated by the following:

“Exhibit Number	Description
1	Subscription Agreement, dated as of March 17, 2016, between Zall Cross-border E-commerce Investment Company Limited and LightInTheBox Holding Co., Ltd. (incorporated by reference to Exhibit 99.2 to the Issuer's Form 6-K filed on March 17, 2016) that contains the Form of Warrant as Exhibit A and the Form of Investor Rights Agreement among the Issuer, E-commerce, Guo, and Wincore as Exhibit C.
2	Margin Loan Confirmation, dated as of March 23, 2016, between CCB International Securities Limited and E-commerce (incorporated by reference to Exhibit 2 to the Initial Statement filed on April 11, 2016 by the Reporting Persons).*
3	Trading Plan, dated as of September 9, 2016, between the Purchaser and Stifel.*
4	Joint Filing Agreement, dated as of March 30, 2017, among each of the signatories listed therein.
5	Rule 10b5-1 Individual Purchase Plan, dated as of March 24, 2017, between Parent and Stifel.*

* Certain portions have been redacted, confidential treatment has been, or will be, requested, and redacted portions have separately been, or will be, filed with the SEC.”

11

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: March 30, 2017

Zall Development (HK) Holding 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

Attachment A

Attachment A of the Initial Statement is hereby amended and supplemented by adding the following to the end of Attachment A:

“Zall Development (HK) Holding Company Limited, a company incorporated in Hong Kong

Listed below are the names, citizenship and present principal occupation or employment of the directors of Purchaser. The principal address of Purchaser disclosed in Item 2 above is incorporated into this Attachment A with respect to such director and executive officer.

Directors

<u>Name</u>	<u>Citizenship</u>	<u>Present Principal Occupation or Employment</u>
Mr. Yan Zhi	PRC	Director, and see information provided above.

<u>Name</u>	<u>Citizenship</u>	<u>Present Principal Occupation or Employment</u>
Cui Jinfeng	PRC	Director, and see information provided above.”

**AGREEMENT OF JOINT FILING
(LIGHTINTHEBOX HOLDING CO., LTD.)**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby confirm the agreement by and among them to the joint filing on behalf of them of the Statement on Schedule 13D and any and all further amendments thereto, with respect to the securities of the above referenced issuer, and that this Agreement be included as an Exhibit to such filing. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of March 30, 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

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	[***]
PLAN TERMINATION	[***]
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.

*** Certain portions of this exhibit have been omitted, confidential treatment will be requested and will separately be filed with the SEC.

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 [***] 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:
 - x [***] at the close of the Principal Market;
 - o 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.

*** Certain portions of this exhibit have been omitted, confidential treatment will be requested and will separately be filed with the SEC.

- 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.

3

(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.

4

- 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,

*** Certain portions of this exhibit have been omitted, confidential treatment will be requested and will separately be filed with the SEC.

- (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.

6

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

7

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):
 - x Stifel shall not purchase any shares of Stock under this Plan at a price of more than [***].share (before adding commissions and other expenses of purchase) (the "Maximum Purchase Price").
 - o (insert any other restrictions)
- A "**Purchase Day**" is (Select One):
 - x each Trading Day during the Plan Period that the Principal Market is open for business.
 - o 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 .
 - o 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.
 - o 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):

x [***] shares of Stock.

o Insert Other Conditions:

- If Stifel cannot purchase the Daily Purchase Amount on any Purchase Day, then (select one):

x 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.

o Stifel’s obligation to purchase Stock on such Purchase Day under this Plan shall be deemed to have been satisfied.

o 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.

o 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:

*** Certain portions of this exhibit have been omitted, confidential treatment will be requested and will separately be filed with the SEC.

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.