

engaged or interested (whether as principal, servant, agent, consultant or otherwise) in any trade or business carried on by the Company and which you shall have been prior connected directly or otherwise.

v. You acknowledge and agrees :

- a. That each of the foregoing clauses constitutes an entirely separate and independent restriction on you;
 - b. that the duration, extent and application of each of the restrictions are reasonable and are no greater than is necessary for the protection of the interests of the Company and that irreparable damage will be caused to the Company in the event of any violation of any of the provisions of this Clause by you; and
 - c. that, if any such restriction shall be adjudged by any court of competent jurisdiction to be void or unenforceable as going beyond what is reasonable in the circumstances for the protection of the Company but would be valid if part of the wording thereof was deleted and/or the period thereof was reduced and/or the area with thereby was reduced the said restriction shall apply within the jurisdiction of court with such modification as may be necessary to make it valid and effective.
- vi. You shall not, at any time after termination of the employment for whatever reason, represent himself as being in any way connected with the business of the Company.

e. Company Invention

- i. If at any time during employment you make any invention, create any new design or programme software or make any improvements, modifications or adaptations to technology used by the Company ("Company Invention") or contribute to the making or creation of the Company Invention in the course of normal duties or in the course of duties falling outside your normal duties but specifically assigned to you and the circumstances in either case were such that the Company Invention might reasonably be expected to result from the carrying out of such duties or the Company Invention was made in the course of employment and at the time of making the invention because of the nature of duties and the particular responsibilities arising from the nature of your duties you had an obligation to further the interest of the Company's undertaking or a gained knowledge of an invention or part thereto from other directors of the Company such Company Invention shall become the sole property of the Company. You shall hold such Company Invention in trust for the Company and at the request of the Company do all things necessary and desirable, at the option and cost of the Company to enable the Company or its nominee to obtain for itself the full benefit of and secure patent or other appropriate forms of protection for the Company Invention throughout the world. You, shall not either by himself or through a third party, use, modify, enhance, copy or otherwise deal with the Company Invention or any part or parts thereof except with the express written consent of the Company.
- ii. You shall disclose to the Company all copyright works and design originated, conceived, written or made by you or with others (except for works originated, conceived, written or made by Director or with others which are wholly unconnected with Employment) and shall hold them in trust for the Company until such rights shall be fully and absolutely vested in the Company. You shall assign to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) in respect of all copyright works and design originated, conceived, written or made by you or with others (except for works originated, conceived, written or made by you or with others which are wholly unconnected with Employment) during the period of employment in the Company.

f. Remedy

- i. You acknowledge the competitive value and confidential nature of the Confidential Information and agrees that an authorised disclosure by you of Confidential Information may harm or result in losses, financial or otherwise, to the Company's business and agrees that

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