

concerning or relating in any way whatsoever to its arrangements with principals, any of the trade secrets or confidential operations, processes or inventions carried on or used by the Company, any information concerning the organisation, business, finances, transactions or affairs of the Company, dealings of the Company, secret or confidential information which relates to the business or affairs of the Company or any of its principals', clients' or customers' transactions or affairs, the Company's technology, designs, documentation, manuals, budgets, financial statements or information, accounts, dealers' lists, customer lists, marketing studies, drawings, notes, memoranda and the information contained therein.

- ii. Confidential Information does not include information (i) publicly known at the time of disclosure; (ii) subsequently publicly known through no act or omission by you; or (iii) where disclosure is required by any competent court pursuant to a valid court order.

b. Non-Disclosure of Confidential Information

- i. You agree that the Confidential Information received shall be for the purpose of director's work during the employment with the Company.
- ii. You agree to take all reasonable precautions to prevent any unauthorised use, disclosure or publication of the Confidential Information. You shall not disclose or communicate such information or knowledge to any person or permit or suffer any act or thing whereby the same may be disclosed or communicated to or ascertained by others without the express written consent of the Company or unless such information has been made generally available to the public through publication.

c. Ownership

- i. You acknowledge that the Confidential Information and all copies thereof shall remain the Company's absolute property.
- ii. Upon the termination of your employment in the Company for any reason whatsoever, you will return the Confidential Information and all copies thereof to the Company and delete or remove any Confidential Information from any database or document retrieval or storage system into which the Confidential Information has been placed. All analysis, compilations, studies or other documents prepared by you on the basis of or derived from the Confidential Information, and all copies thereof shall be returned to the Company or destroyed immediately upon such termination of employment.
- iii. You agree not to use or derive benefit from the use of the Confidential Information after the employment with the Company has been terminated.

d. Restraint on Activities

- i. During the period of the employment, you shall not (without the Company's prior written consent) directly or indirectly be engaged or interested in any capacity, in any other business, trade or occupation whatsoever, whether inside or outside the normal hours of work.
- ii. You shall not at any time after termination of the employment for any reason whatsoever endeavour (whether on his own account or for any other person, firm or company) to entice away, offer employment to or offer any contract for service or contract of service with any director from the Company, or any person who was employed by the Company in skilled or managerial work at any time before three (3) years have elapsed since that person ceased to be employed by the Company.
- iii. For a period of three (3) years after termination of your employment, you shall not (without the prior written consent of the Company and whether on his own account or for any other person, firm or company) for any reason whatsoever, solicit or endeavour to entice away from the Company any person, firm or company who is or which in the three (3) years preceding such solicitation or enticements or an attempt of the same shall have been a customer of or in the habit of dealing with the Company.
- iv. For a period of one (1) years after termination of the employment for any reason whatsoever, you shall not directly or indirectly without the previous written consent of the Company, be

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