

Confidentiality/Intellectual Property Undertaking and Employment Related Restraints

1. I understand that this Undertaking contains important terms and conditions and I accept them as part of the contract of the employment between me and my employer (the "Company") which is to be commenced, varied or continued (as the case may be).
2. **Duty of Fidelity**
At all times during my employment I undertake to use my best endeavours to promote and protect the interests of the Company and the PCCW Group and faithfully and diligently to perform such duties and exercise such powers as may from time to time be assigned to or vested in me and I shall not do or permit to be done anything that is harmful to the Company or any other company in the PCCW Group.
3. **Confidential Information**
I hereby covenant and undertake that I will not disclose, make use of, divulge or communicate to any person (save in the proper performance of my duties under the contract of employment) any trade secrets or other confidential or privileged information of or relating to the Company and the PCCW Group which I receive, obtain, develop or create while in the employment of the Company or any company in the PCCW Group except where such information is generally available in the public domain not due to any breach of this Undertaking ("Confidential Information"). This restriction shall continue to apply after the termination of my employment without limit in point of time. For the purposes of this Undertaking Confidential Information shall include without limitation the following information:
 - (a) the customer lists of the Company and the PCCW Group;
 - (b) the cost and pricing policies of the Company and the PCCW Group;
 - (c) the supplier lists of the Company and the PCCW Group;
 - (d) information relating to mergers and acquisition, restructuring or financing activity by or relating to the Company and the PCCW Group;
 - (e) information relating to business, regulatory, public policy or litigation strategies (including but not limited to business, regulatory, public policy and litigation positions, arguments, strategies, tactics, approaches, etc) of the Company and the PCCW Group;
 - (f) information relating to the financial position and planning of the Company and the PCCW Group;
 - (g) information relating to manpower planning of the Company and the PCCW Group;
 - (h) marketing, sales and promotion plans and programmes of the Company and the PCCW Group;
 - (i) information relating to the business and operating support systems and procedures (including but not limited to the billing system, the finance and accounting system, the customer relationship management system, the workforce management system, the human resources management system) of the Company and the PCCW Group;
 - (j) information relating to licences issued by the Communications Authority of Hong Kong SAR ("CA") or other local government or regulatory authorities both within and outside Hong Kong SAR, to any company within the PCCW Group, or their dealings with CA or other local government or regulatory authorities both within and outside Hong Kong SAR;
 - (k) the PCCW Group's dealings with any government or quasi-government department, stock exchange, enquiry bureau or any governing body or any association; and
 - (l) information relating to any products (tangible or otherwise), services, television programmes and/or programmes of the Company and the PCCW Group made available on any media and the system, developments and designs in relation thereto.
4. I acknowledge that during my employment I will have access to information on or relating to customers and suppliers of the Company and the PCCW Group. In particular, I will have access to personal data of individuals within the meaning of the Personal Data (Privacy) Ordinance. I undertake to keep all such information and personal data confidential and not to make use of such information and personal data other than in the interest of the Company or the PCCW Group both during and after my employment indefinitely.
5. I agree that all documents, papers, records and notes, howsoever created and in any form (including electronic form) relating to or containing information relating to the business of the Company and/or the PCCW Group are the property of the Company and/or the PCCW Group and that I will use them only in the proper performance of my duties or as otherwise directed by the Company and/or the PCCW Group. I hereby undertake to return any such documents, papers, records and notes and all copies or reproductions thereof to the Company and/or the PCCW Group on demand at any time and without demand immediately upon termination of the contract of employment.

6. **Intellectual Property Rights**

I agree that all Intellectual Property Rights, Developments and IP Materials created, made, discovered or developed by me in the course of my employment, either on my own or jointly with others, shall be the property of the Company, and I hereby assign to the Company (or to any other person nominated by the Company for such purpose) free of charge, my entire right, title and interest in any such Intellectual Property Rights, Developments and IP Materials and agree to indemnify, keep indemnified and hold harmless the Company and its directors, officers, employees, shareholders, partners, agents, and other companies within the PCCW Group, against all claims, proceedings, liability, costs and expenses (including without limitation legal fees) arising from or in connection with the infringement or alleged infringement of any rights in relation to such Intellectual Property Rights, Developments and IP Materials. This undertaking to indemnify and to hold the Company and the said persons harmless shall remain valid after the termination of my employment.

7. I also agree that I shall do everything necessary at any time to enable the Company and/or the PCCW Group to use and/or protect the Intellectual Property Rights, IP Materials and Developments, and I undertake to execute, whether during or after my employment, any and all necessary documents required by the Company to assist in the vesting of any Intellectual Property Rights, IP Materials and Developments in the Company and/or the PCCW Group in accordance with Clause 6.

8. The Company and its licensees (direct and indirect) are not required to identify me as the author of Intellectual Property Rights, IP Materials or Developments assigned by me under Clause 6 when the same are distributed publicly or otherwise. I waive and release, to the fullest extent permitted by law, all my rights to such Intellectual Property Rights, IP Materials and Developments including but not limited to moral rights and rights to claim for any award, compensation or payment of a similar nature to which I may be entitled under the Trade Marks Ordinance and/or Copyright Ordinance and/or Patents Ordinance and/or other laws and regulations or otherwise in common law.

9. **Restrictive Covenant**

(a) I hereby covenant and undertake that, except with the express written permission of the Company, for a period of three (3) months after the last day of my service with the Company I will refrain from rendering services, with or without remuneration and either as an employee or in other capacity, which are similar to my job duties with the Company or PCCW Group to any person, firm, company or organisation engaged directly or indirectly in any business which is a Competitor of the Company or the PCCW Group.

(b) Competitor in this context means any person, firm, company or organisation not within the PCCW Group which provides products or services similar to those provided by the relevant entities in the PCCW Group and covering clients in the same geographical areas. The said products and services include but are not limited to:

- (1) local fixed or mobile telephony services, local data services and international telecommunications services;
- (2) solutions in respect of systems integration, application development, network integration, outsourcing and application management services and enterprise applications to support customer requirements;
- (3) internet data centre services including but not limited to hosting, security, network and facilities management and monitoring services;
- (4) retail or wholesale broadband and narrowband internet access and associated value-added services;
- (5) infrastructure and property planning, building, development and consultancy services, property agency services and facilities management services;
- (6) TV, amusement or entertainment services;
- (7) music sound recording and tracking, drama, film, motion picture, video and any type of content production or any audio and visual services;
- (8) management of artists, KOLs (Key Opinion Leaders) and all types of performers;
- (9) multi-media marketing and advertising services;
- (10) retail or wholesale content provider services;
- (11) provision of directories/catalogues services;
- (12) retail e-commerce platform;
- (13) contact centre services;
- (14) cloud computing and storage system;

- (15) customer premises equipment and related services;
- (16) WIoT (Wireless Internet of Things) services;
- (17) cybersecurity services including but not limited to cyber threat intelligence, monitoring and management services;
- (18) insurance products;
- (19) travel agency businesses;
- (20) loyalty programmes;
- (21) provision and installation of equipment for automobile charging service;
- (22) stored value facility; and
- (23) financial services and banking services.

(c) For the avoidance of doubt, the Company will not impose any unreasonable restraints on employees unless it is necessary to do so to protect the PCCW Group from being exposed to unfair competition.

10. Garden Leave

The Company shall not be obligated to use my services or any of the results and proceeds thereof or to permit me to enter or remain in any premises controlled by the Company or the PCCW Group, and the Company shall have the unilateral right, at any time and from time to time, without notice, in its sole and absolute discretion, to suspend that use and that permission and to require me to remain otherwise exclusively available to provide my services to the Company (the "Garden Leave Option"). If the Company elects to exercise the Garden Leave Option, the Company shall have no obligation or liability to me pursuant to the relevant contract of employment or otherwise, except to pay to me my remuneration (if applicable), in each case on the same dates as if the Company had not exercised the Garden Leave Option. No exercise by the Company of the Garden Leave Option shall, under any circumstances, be deemed to constitute a breach by the Company of any term of the employment relationship with me whether express or implied, or a wrongful deprivation by the Company of my rights, entitlements, authority, opportunities or other benefits relating to my employment. No exercise by the Company of the Garden Leave Option shall prevent the Company from exercising its contractual or statutory rights to terminate my employment.

11. Non-Solicitation: Employees

I hereby covenant and undertake that for a period of twelve (12) months after termination of the employment contract for whatever reason I will refrain whether on my own account or on the account of any future employer, partner or associate from directly or indirectly:

- (a) inducing, soliciting, employing, approaching or otherwise engaging as an employee, agent, consultant, independent contractor or otherwise any person who is an employee of the Company or the PCCW Group at the time of termination of my employment with the Company; and/or
- (b) inducing or persuading any such person to terminate his or her employment with the Company or the PCCW Group whether or not such termination constitutes a breach of that person's employment contract or other contract, covenant or undertaking.

12. Non-Solicitation: Customers

I hereby covenant and undertake that for a period of twelve (12) months after termination of the employment contract for whatever reason I will refrain whether on my own account or on the account of any future employer, partner or associate from directly or indirectly soliciting, inducing, engaging with or otherwise approaching any party who is or has been during the twelve (12) months preceding the date of termination of my employment with the Company a client or customer of the Company or the PCCW Group.

13. Non-Dealing: Customers

I hereby covenant and undertake that for a period of six (6) months after termination of the employment contract for whatever reason I will refrain whether on my own account or on the account of any future employer, partner or associate from dealing with or otherwise having any business dealings with any party who is or has been during the twelve (12) months preceding the date of termination of my employment with the Company a client or customer of the Company or the PCCW Group.

14. Severability

If any provision of this Undertaking is held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of this Undertaking shall continue in full force and effect.

15. **Restrictions Reasonable**

I have read and understand the contents of this Undertaking. I acknowledge that all the restrictions contained herein are reasonable and agree to be bound by them.

I also understand that the Company or the PCCW Group is exploring new business opportunities from time to time and I may be asked to participate in any new businesses of the Company or any other entities of the PCCW Group which have not been articulated in this Undertaking. I acknowledge and agree that the Company and/or the PCCW Group may notify me by way of notices, circulars or other manner, of revisions or supplements to this Undertaking as the Company or the PCCW Group deems necessary, including but not limited to changes or additions to the definition of Confidential Information in Clause 3 above and/or the definition of Competitor in Clause 9(b) above. I hereby agree that I shall observe and be bound by the revised or supplemented Undertaking(s) during my employment with the Company/the PCCW Group and after the termination of my employment.

Signed : _____ Staff number : _____

Name : _____ Date : _____

Definitions:

“Development” means any development, improvement, modification or adaptation of any Intellectual Property Rights.

“Intellectual Property Rights” means all copyright, rights in designs (whether registered or unregistered), trade secrets, patents, trade marks, applications for registration and the right to apply for registration of the same and all other such rights existing in any part of the world.

“IP Materials” means all documents, software, photographic or graphic works of any type, inventions, computer programs and other materials in any medium or form created by me in the course of my employment with the Company and/or any member of the PCCW Group and which are protected by or relate to the Intellectual Property Rights.

“PCCW Group” means PCCW Limited, its holding companies, its subsidiaries and its associated entities including any company controlled by Mr. Richard Li, Tzar Kai (“PCG Private Company”), any subsidiary of PCG Private Company, and any company in which the Company or PCG Private Company or any holding companies of the Company or of PCG Private Company holds or controls directly or indirectly not less than 20% of the issued share capital. For avoidance of doubt, for the purpose of this Undertaking, HK Television Entertainment Company Limited shall be considered a member of the PCCW Group. Unless otherwise defined in this Undertaking, terms used in this Undertaking shall have the same meanings as defined in the Companies Ordinance.