



LAM CONSTRUCTION GROUP

華益（林氏）集團

To : _____ (“the Company”)

UNDERTAKING

I, (Name of Employee) _____, HEREBY unreservedly and unconditionally undertake to you that:

- (1) I will keep secret and will not at any time (whether during or after my employment term with the Company “the Employment”) use for my own or another’s advantage, or disclose to any person, firm or company, any of the trade secrets, business methods, or other information of a confidential nature relating to the Company, so far as they shall have come to my knowledge during the Employment. Nevertheless, the restrictions contained in this clause shall not apply :-
 - i) to any disclosure or use authorized by the Board or required by law or used in the proper course of the Employment; or
 - ii) so as to prevent me from using my own personal skill in any business in which I may be lawfully engaged after the Employment has ended.
- (2) I will not at any time remove from the Company’s premises, without proper advance authorization, any client list, client information, database of any description whether on hard copy, computer disc, computer tape or otherwise, or any tangible items belonging to the Company or which contain any confidential information, other than that which may be reasonably required by me during the Employment for the normal conduct of the business of the Company.
- (3) I fully understand and agree that any invention, or improvement that I may conceive, make, invent or suggest at any time during the Employment, whether during or outside business hours which relates to or is capable of being used in any business of the Company or with knowledge or information acquired during the Employment regardless of whether such invention or improvement is patentable or copyrightable, shall fully, freely and immediately be communicated by me to the Company and shall belong to, and be the Company’s absolute property.

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- (4) On termination of the Employment, I will forthwith return and deliver to the Company all books, documents, papers, materials and any other property of the Company which are in my possession or under my control.
- (5) During the Employment whether within or outside my hours of work for the Company, I will not be engaged, with or without reward, in any business or activity of another employment which would constitute a conflict of interest with the business of the Company unless prior written approval is obtained from the Company.
- (6) I will not at any time during the continuance of the Employment or for a period of 6 months thereafter either on my own account or in conjunction with or on behalf of any other person, firm or company in competition with the Company, directly or indirectly solicit or entice away from the Company any person, firm or company who at any time during or at the date of termination of the Employment may have become a customer or prospective customer of the Company and with whom I have had personal contacts or dealings during the Employment.
- (7) I will not directly or indirectly ask for or receive for my personal benefit any advantage, in money or in kind, from any customer, broker, client, contractor, dealer or any person having business relations with the Company including prospective customer, client or supplier of the Company, without the prior and specific approval of the President. Any presents etc., received must be listed and notified via the HR & Admin Manager to the President for the decision on the matter. 'Advantage' is defined as in Chapter 4 clause 5 of the Employee Handbook (Hong Kong version).

I fully understand and agree to be bound by all the undertakings herein. I also understand that a breach of any of the undertakings herein may render me liable to dismissal for cause as well as a claim for liquidated damages from the Company (including but not limited to secret profits arising from a breach of clause 5 or loss of profit suffered by the Company resulting from a breach of clause 1 or 6). Furthermore, I understand that a breach of clause 7 may also constitute an offence under Section 9 of the Prevention of Bribery Ordinance and render me criminally liable.

Signature _____ Date _____

Position _____ BU/Dept _____