

7 February 2011

Mr Chan Wen Yueh (Dennis)  
Present

Dear Dennis,

We refer to the terms of your employment with the Bank pursuant to your employment letter dated 11 January 2011 (HR0031/2011) ("Employment Letter"). We now confirm your employment commencement date being 14 February 2011.

Otherwise as amended herein, the terms of your Employment Letter continue to remain in full force and effect.

Please signify your acceptance by signing below on the duplicate of this letter.

Yours faithfully,  
For and on behalf of  
Fubon Bank (Hong Kong) Limited



Pauline Tseng  
Vice President  
Deputy of Human Resources Division

Accepted by :



Chan Wen Yueh (Dennis)

Date : 11 FEB 2011

HR0031/2011  
11 January 2011

**PRIVATE & CONFIDENTIAL**

Mr Chan Wen Yueh (Dennis)

By Hand

Dear Dennis,

We take pleasure in offering you employment with our Bank on the following terms and conditions:

**Title**

You will hold the following :-

Functional Title : **Executive Director**  
Corporate Title : **Senior Manager (SM19)**

**Engagement**

Your appointment will commence on **7 February 2011** (subject to valid work visa).

Your standard probationary period of **three months** is not required. Termination of employment will be subject to **three month's** written notice or payment in lieu of notice.

**Duties**

You shall perform duties and functions as assigned to you from time to time by the supervisor and / or his / her delegate and / or senior management.

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### Emoluments

Your monthly base salary will be **HK\$150,000.-** for a period of twelve months.

### Staff Benefits

You will enjoy the Bank's staff benefits program applicable to your Corporate Title which includes group medical/hospitalisation, life and accident insurance, low interest staff loans, vacation/leave plans and retirement scheme. Details of these benefits together with the Bank's staff policies and regulations are stated in the Staff Handbook, a copy of which will be issued to you.

### Special Conditions

Please refer to Appendix I attached.

### General Conditions

This offer is subject to the following conditions :-

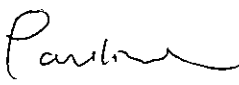
- (1) sufficient proof of academic record and professional qualifications;
- (2) satisfactory credit and reference checks; and
- (3) any required Government and / or regulatory consents / approvals / checks / employment visa.

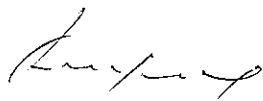
Acceptance

Please signify your acceptance of this employment offer by signing and returning the enclosed duplicate copy of this letter.

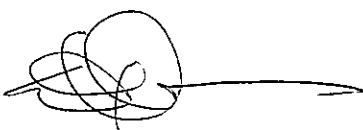
We look forward to your joining us and wish you success in your career with Fubon Bank (Hong Kong) Limited.

Yours faithfully  
For and on behalf of  
Fubon Bank (Hong Kong) Limited

  
Pauline Tseng  
Vice President  
Deputy Head of Human Resources

  
Vivian Young  
Senior Vice President  
Head of Human Resources

Signed & agreed by:

  
Chan Wen Yueh (Dennis)  
Date: - 7 FEB 2011

VY/pt/tl

## **APPENDIX I - SPECIAL CONDITIONS**

### **1. Non-solicitation**

You covenant and undertake that you will not, whether by yourself or through any other party, directly or indirectly, for a period of 6 months after ceasing employment with the Bank, for any reason whatsoever,

- (a) solicit or attempt to solicit from or do business which is in competition with the business of the bank with any customer who has, at any time during the 12 months immediately preceding your ceasing employment with the Bank, done or negotiated business with the Bank or any of its subsidiaries, or affiliates or related entities; or
- (b) entice away or endeavour to entice away from the Bank any person who has, or is, at any time during the 12 months immediately preceding your ceasing employment with the Bank, been or being employed or engaged by the Bank or any of its subsidiaries, affiliates or related entities, in a managerial capacity.

### **2. Non-competition**

You covenant and undertake that during the course of your employment with the Bank, you will not within the territory of Hong Kong either alone or jointly with or as principal, manager, agent, consultant or employee of any person, firm, company, entity, or authorised institution, directly or indirectly, in any capacity, for money or otherwise, carry on or be engaged in any activity or business which shall be in competition, directly or indirectly, with the banking, financial, investment or any other business of the Bank and/or any of its subsidiaries, affiliates or related entities.

### **3. Garden Leave**

In the event of termination by notice given by either party, you may, at the Bank's option, be required to cease to render all or some of your duties, and/or to remain away from the Bank's premises and not work for anyone else, during all or part of the notice period. Salary and contractual benefits will of course continue to be payable until the end of employment. During any such period you will remain bound by all of the express and implied obligations arising out of your employment with the Bank, including the obligations of good faith.

#### **4. Confidentiality and Non-Disclosure**

- 4.1 During the course of your employment with the Bank, you will have knowledge of, access to, acquire and/or be entrusted with confidential, proprietary and/or trade information in respect of the customers, businesses, finances and operations of the Bank, its subsidiaries, affiliates or related entities, including but not limited to its dealings, accounts, transactions and affairs with its subsidiaries, affiliates or related entities and their respective customers, agents and service providers (“Confidential Information”).
- 4.2 You shall keep at all times secret and confidential all Confidential Information and shall not at any time (except in the proper course of your duties or with the Bank’s prior written consent) during your employment and/or after ceasing employment with the Bank, disclose in any form (including copying) to any third party or otherwise make use of such Confidential Information in any way whether for financial gain, personal interest or for any other reason whatsoever (directly or indirectly). After ceasing employment with the Bank for any reason whatsoever (including summary termination) you are prohibited for a period of six (6) months thereafter from contacting customers of the Bank for the purpose of procuring them to move their banking, financial or investment business to another bank, or any other institution.
- 4.3 All Confidential Information (in whatever format held) acquired, received or copied by you during the term of your employment with the Bank shall be the absolute property of the Bank and shall be surrendered by you to the Bank immediately at the time you leave the employment of the Bank or at the request of the Bank at any time during the course of your employment, and you undertake not to keep away copies thereof in any form.
- 4.4 The contractual obligations set out in these conditions shall survive termination or cessation of your employment with the Bank.

#### **5. Tracking of Telecommunications and Electronic Records**

You acknowledge that the Bank may (without notice to you) maintain records, and have access to, any of your telephone, facsimile and other electronic or telecommunication (including but not limited to e-mails) that are made through telephone and other communication device or facilities made available to you in the course of your employment with the Bank. Such records may be kept (and access

may be made thereto) even after the termination of your employment with the Bank.

## **6. Intellectual Property**

If at any time during the course of your employment with the Bank you make or discover or conceive or participate in the discovery of any intellectual property relating to or is capable of being used in the business carried on by the Bank, its subsidiaries, affiliates or related entities, full details of the intellectual property shall be forthwith reported by you to the Bank and they shall constitute the absolute property of the Bank. At the request and expense of the Bank you shall give and supply all such information data drawings and assistance as may be required to enable the Bank to exploit such intellectual property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the intellectual property in such parts of the world as may be specified by the Bank and for vesting full legal ownership of the same in the Bank or as it may direct and you shall surrender forthwith whatever right you may have thereunder or in connection therewith at no cost to the Bank.

## **7. Restrictions during Employment**

During the course of your employment with the Bank you shall, unless prevented by incapacity or sickness, devote your whole time and attention to your duties with the Bank and shall not without the prior written consent of the Managing Director:

- (a) engage in any other part time/secondary employment or position, business or activity; or
- (b) be concerned or interested in any other business of a similar nature to or in competition with that carried on by the Bank, its subsidiaries, affiliates or related entities.

## **8. Personal Data**

- 8.1 You acknowledge that any personal information which you provide to the Bank relating to this employment letter and during the course of employment with the Bank will constitute "Personal Data" as defined in the Personal Data (Privacy) Ordinance ("Ordinance"). Your signature accepting this employment letter will

constitute your consent to the Bank collecting, using, holding and disclosing your Personal Data as permitted under the Ordinance.

8.2 With respect to the applicability of the Ordinance to your employment with the Bank, enclosed is a Circular to Employee which you should read and be familiar with it.

## **9. Staff Banking Facilities**

9.1 Upon your retirement, resignation or dismissal from the Bank (whichever occurs first) the Bank, with your agreement herein, shall be entitled to receive the following:-

- (a) your provident fund and retirement benefit payments under the Fubon Bank (Hong Kong) Limited Retirement Scheme (“Retirement Scheme”); and
- (b) your final salary payment,

and for such money (payment under the Retirement Scheme being subject to the Bank’s receipt from the Trustee) to be applied by the Bank towards reduction of all outstandings due by you under the staff banking facilities extended. The foregoing paragraph 9.1(a) shall not apply if you in due course select not to be a member of the Retirement Scheme.

9.2 The reduction of outstandings under the staff banking facilities referred to in paragraph 9.1 above shall,

- (a) firstly, be towards any staff housing loan but shall be limited to application of such money to the extent of reducing the outstanding due under the staff housing loan to an advance ratio of 70% of the current market valuation (internally assessed) of the mortgaged property which has been provided by you as security for the staff housing loan;
- (b) secondly, any surplus shall then be applied to other staff banking facilities; and
- (c) thirdly, any net surplus shall be refunded to you.



- 9.3 Your signature as acceptance to this employment letter herein will constitute where necessary, your agreement, consent or authorisation (as the case may be) to effect the requirements under paragraph 9.1 above and for the avoidance of doubt constitutes your authority (if applicable) to the Trustee of the Retirement Scheme to pay your provident fund and retirement payments to the Bank and for the Bank's receipt thereof to be a sufficient discharge to the Trustee.
- 9.4 For the purpose of this paragraph 9, staff banking facilities shall include but not be limited to; a staff housing loan, a staff personal loan, a staff car loan or a staff credit card.