

**HU YI GLOBAL INFORMATION RESOURCES (HOLDING) COMPANY.HONGKONG LTD:  
THIS IS GOING TO BE A FIGHT TO THE CORPORATE DEATH**

A fight to the corporate death has broken out between Hu Yi Global Information Resources (Holding) Company.Hongkong Ltd ([]) and its competitor in the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) namely, China Network Registration (Hongkong) Ltd ([]).

Hu Yi Global Information Resources (Holding) Company.Hongkong Ltd, the Plaintiff in Action Number 1429, lodged in the HKSAR High Court, is seeking Injunctive Relief and Damages from both Ms Hai Wai Ying (), the First Defendant, and China Network Registration (Hongkong) Ltd, the Second Defendant.

The Statement of Claim, attached to Writ of Summons, Number 1429, alleges that the First Defendant was, formerly, employed by the Plaintiff, but resigned her position as Manager on December 30, 2006, having been in the employ of the Plaintiff since June 13, 2003.

It is alleged, at Paragraph 3 of the Statement of Claim, that there exists a purported Employment Contract, dated June 11, 2003, signed between the Plaintiff and the First Defendant, as well as a purported Confidentiality Agreement, dated June 12, 2003.

The business of the Plaintiff is said to include, inter alia, the sale of services for and in relation to applications for and renewals of registration of Internet domain names.

It is alleged that, during the time that the First Defendant was employed by the Plaintiff, she had access to confidential information about the Plaintiff and its businesses, which included the names of customers and customers' contact details.

Under Clause 8 of the Employment Contract, it is alleged that the First Defendant undertook, during and after her employment with Hu Yi Global Information Resources (Holding) Company.Hongkong Ltd, that she would *'keep confidential all information of the Plaintiff and its subsidiaries.'*

With regard to the Confidentiality Agreement, it is alleged that Ms Hai Wai Ying undertook with the Plaintiff *'that within 2 years after termination of employment, she would duly observe the same obligations of confidentiality as those during her employment, and the 1st Defendant should also not use any of the confidential information and trade secrets within the said 2 years after termination of employment.'*

Also, at Clause 6 of the Confidentiality Agreement, it is purported to state that *'within 2 years after termination of employment, the 1st Defendant would not undertake any duties or positions (such as shareholder, partner, director, manager, employee, attorney, consultant and so forth) in any enterprises, organizations and other bodies which engage in the production, operation or provision of products and services which are the same as or similar to those of the Plaintiff.'*

At Paragraph 10 of the Statement of Claim, it is alleged that the First Defendant incorporated the Second Defendant, namely, China Network Registration (Hongkong) Ltd.

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