

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5051210

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MU CHEN	04/22/2011
RECEIVING PARTY DATA		
Name:	SHANGHAI UNITED IMAGING HEALTHCARE CO., LTD.	
Street Address:	NO. 2258 CHENGBEI ROAD, JIADING DISTRICT	
City:	SHANGHAI	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15225901
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	19175283802	
Email:	docketing@metis-ip.com	
Correspondent Name:	XIAOBING ZHANG	
Address Line 1:	PO BOX 423	
Address Line 4:	MCLEAN, VIRGINIA 22101	
ATTORNEY DOCKET NUMBER:	20618-0034US00	
NAME OF SUBMITTER:	XIAOBING ZHANG	
SIGNATURE:	/XIAOBING ZHANG/	
DATE SIGNED:	07/16/2018	
Total Attachments: 41		
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Non-Disclosure and Non-Competition Agreement

Party A: Shanghai United Imaging Healthcare Co., Ltd.

Address: Building 8, 1180 Xingxian Road, Jiading Industrial Zone/ Building 3, 99 Haike Road, Pudong District.

Party B: Mu CHEN

Address: No. 179, 668 Fanglin Road, Nanxiang Town, Jiading District, Shanghai

ID No.: 620102740730531

Whereas Party B has been (or will) be aware of Party A's trade secrets, and has the opportunity to enhance knowledge, experience and skills during the employment period. At the same time Party A has paid wages or remuneration to Party B. In order to clarify Party B's confidentiality obligations, on the basis of the principles of equality, voluntariness, fairness, and honesty, the two parties have formulated this non-disclosure and non-competition agreement according to the Labor Law of the People's Republic of China, the Labor Contract Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China, and other relevant local and administrative regulations.

I. Definitions

1.1 "Trade secrets" in this Agreement refers to technology information or business information which is disclosed by Party A, unknown to the public, can bring about economic benefits to Party A, is of practical use, and with regard to which Party A has adopted secret-keeping measures, including but not limited to technology information or business information which is tangible or intangible, whether stored, compiled, stored in actual storage, electronic storage, graphics storage, written storage, or in a way that is now known or later invented:

- (a) Technology information including engineering design, circuit design, design requirements, service content, implementation method, operation flow, technical index, computer software, database, research and development record, operating environment, operating platform, test results, test data, drawings, samples, model, mold, manual, technical documentation, business correspondence involving technical secrets, and so on.
- (b) Business information including customer name, customer address and contact information, demand information, marketing plan, procurement information, pricing policy, purchase channels, production and marketing strategies, cost budget, profit, non-public financial information, various rules and regulations of the company, legal affairs information, human resources information and so on.
- (c) Information which Party B shall keep confidential in accordance with the provisions of the law and agreements between Party A and Party B.

1.2 The above confidential information does not include the following information:

- (a) Information known to the public without breaching this Agreement;
 - (b) Information legally obtained by Party B from a third party before entering into this Agreement;
 - (c) Information independently developed by Party B before entering into this Agreement.
- 1.3 The term "employment period" in this Agreement refers to a period from the date on which Party B and Party A establish labor relations under a labor contract to the date of Party B's departure.
- 1.4 The term "departure" in this Agreement refers to the rescission or termination of labor relations between the two parties.
- 1.5 The term "competitive business" in this Agreement means
- (a) The business engaged or planned by Party A or its affiliates;
 - (b) Other business that is similar to or competing with the business carried on by Party A or its affiliates.
- 1.6 The term "competitor" in this Agreement means any person, company, partnership, joint venture, sole proprietorship, or other economic entity that is engaged in a competitive business with Party A or its affiliates.
- 1.7 The term "affiliates" in this Agreement means any other person that controls Party A, or is controlled by Party A, or is under common control with Party A.

II. Ownership of intellectual property

- 2.1 Party B and Party A confirm that, during the employment period, all the intellectual properties (technical achievements, inventions or works) acquired or completed by Party B with the assistance of Party A's material and technical support, or Party A's trade secrets, shall be owned by Party A. The Party A shall be free to use these trade secrets, inventions, or works within its business scope, and shall be free to produce, operate, apply for a patent, become a patentee, or transfer to a third party. Party B shall, at the request of Party A, provide all necessary information and take all necessary efforts, including application, registration and recordation, to assist Party A in obtaining and exercising relevant intellectual property rights. Party B confirms that Party A has paid remuneration for Party B's work in full payment during the employment period. Party B's work includes but not limited to presenting concepts, creation, development, improvement, or simplification.
- 2.2 Party B shall confirm that, within one year from Party B's departure from the company, all the intellectual property rights related to the work or tasks assigned by Part A, such as technological achievements, inventions, or works, that are proposed, developed, invented or by Party B, shall be owned by Party A. Party B shall disclose and transfer to Party A the intellectual property rights, together with all designs, drawings, working papers, electronic documents or electronic works, and other materials that are relevant to the ownership and/or the use of such intellectual property rights.
- 2.3 Party B and Party A confirm that, in addition to the circumstances stipulated in Articles 1 and 2 of this section, all the intellectual properties, such as technical achievements, inventions or works, that are acquired

or completed by Party B with the assistance of Party A's material and technical support, or Party A's trade secrets, shall be owned by Party A. Upon the request of Party A, Party B shall provide all necessary information and take all necessary efforts, including application, registration, recordation, to assist Party A in obtaining and exercising relevant intellectual property rights.

2.4 At any time, Party B shall cooperate with Party A or the person designated by Party A to register a patent, trademark, copyright or design application, or take other similar measures to protect such intellectual property rights. Party B further confirms that Party B shall sign all documents and complete all the necessary actions for Party A or the person designated by Party A to obtain the patent, trademark, copyright, design or other intellectual property rights. The cost shall be borne by Party A. After obtaining such ownership, Party A or the designated person of Party A shall be the absolute and sole owner of the right.

2.5 Before Party B establishes a labor contractual relationship with Party A, all the technical achievements, inventions, or works, either owned by Party B or allowed to be used by Party B within the scope of an agreement between Party B and a third party, shall be known as "prior inventions." Party B shall list all the prior inventions in the form of an annex to this Agreement, including independent inventions and joint inventions with others. It shall be deemed that Party B has no prior inventions if the annex does not disclose such matters. If, during the term of the employment, Party B uses one or more of the prior inventions on Party A's products, services, procedures, or equipment, Party A will naturally obtain a non-exclusive, free, irrevocable and worldwide license (including the right to sub-license any other party) to make, modify, use, and sell such prior inventions. In view of the foregoing, Party B agrees that Party B shall not use or authorize the use of the prior invention already used on Party A's products or services without Party A's prior written consent.

2.6 Party B shall, in violation of the provisions of Section 2 of this Agreement, compensate all losses caused to Party A, including but not limited to loss of profits, loss of goodwill, or loss of business opportunity, and compensate Party A's reasonable expenses caused by stopping or investigating acts of violation, such as reasonable attorney fees.

III. Confidentiality

3.1 With respect to Party A's trade secrets, Party B agrees to:

- (a) Take measures to protect the trade secrets, do not pry into the trade secrets, or take other improper measures to obtain (including the use of computers to retrieve, browse, copy, etc.) the trade secrets which has nothing to do with Party B's work or business;
- (b) Do not disclose any confidential information to any third party (whether the disclosure is paid or unpaid, intentional or unintentional) other than for the purpose of fulfilling Party B's duties;

(c) Do not use or allow others to use the trade secret at any time other than for the purpose of fulfilling Party B's duties.

(d) Do not copy, keep, or carry confidential information outside the office other than for the purpose of fulfilling Party B's duties.

3.2 For the benefit of Party A, Party B shall promptly report to Party A in writing about the trade secrets related to Party B's work during the term of Party B's employment. At the same time, Party B shall assist Party A in obtaining the rights to the trade secrets. The trade secrets shall be owned by Party A. Party B ensures that Party B shall fully disclose all the ideas related Party A's business activities during the employment period.

3.3 Transfer of Documents: Party B shall, at the time of departure from the company or at the request of Party A, provide all documents, records, materials and information stored on any storage devices relating to trade secrets or Party A's business activities, to Party A. Such information includes original copies of documents, records, materials, notes, abstracts, excerpts, compilation, translation, and photocopies. If the above information is in the form of non-return, or has been copied or transcribed to other information or carrier, it should be removed or destroyed under the witness of Party A.

3.4 Party B promises not to use any technical secrets or trade secrets belonging to others, or infringe upon the intellectual property rights of others when carrying out his duties for Party A. If Party B violates the above commitments and causes Party A to be charged by a third party for infringement, Party B shall bear all expenses paid by Party A for defense. Party A shall have the right to claim compensation for infringement. The above costs and tort damages shall be borne by Party B.

3.5 Party B shall be obliged to prevent or stop Party A's trade secrets from being leaked out during the employment period. When detecting any disclosure or possibility of disclosure of Party A's trade secrets, Party B shall take effective measures to prevent any further disclosure and timely report to Party A. Party A requires strict compliance with the confidentiality system, and encourages the initiative to prevent and stop leaks. Party A shall protect and reward the employees who protects confidential information of the company and reports secret leak.

3.6 Party B agrees that the duty of confidentiality shall not end with the termination of Party B's employment, regardless of the reason why Party B leaves office. Party B shall continue to protect all the technical secrets and other trade secrets of Party A, or those of any other third party for which Party A bears confidentiality responsibilities.

IV. Part-time job

4.1 Party B undertakes that during the employment period, Party B shall not serve in any other business, public institution, or social organization (including but not limited to serve as shareholder, partner, director, supervisor, manager, agent, consultant, etc.), and may not organize companies, factories or other entities on their own.

4.2 Party B agrees that the duty of confidentiality shall not end with the termination of Party B's employment, regardless of the reason why Party B leaves office. Party B shall continue to protect all the technical secrets and other trade secrets of Party A, or those of any other third party for which Party A bears confidentiality responsibilities.

V. Confidentiality period and confidentiality fee

5.1 Party A and Party B agree that regardless of whether Party B is still serving the Party A, Party B shall assume the non-disclosure obligation after signing this agreement until the confidential information becomes available in public domain.

5.2 Employees who strictly abide by the provisions of this Agreement to keep Party A's trade secrets may enjoy the secrecy fee prescribed by Party A. The secrecy fee is part of the monthly remuneration package and is included in when the remuneration package is determined based on working skills. The secrecy fee will be paid until the end of the final labor contract.

VI. Non-Competition

6.1 Party B undertakes not to, directly or indirectly, in his own name, or in the name of the company's owner, licensor, licensee, agent, employee, independent contractor, proprietor, partner, lessor, shareholder, director, or manager, or in any other name:

- (a) Invest or engage in competitive business;
- (b) Establish an organization engaging in competitive business;
- (c) Provide any services to competitors, because providing services for competitors will inevitably disclose or use trade secrets of Party A.

6.2 Party B promises not to, directly or indirectly, persuade, seduce, encourage or otherwise promote:

- (a) any manager or employee of Party A or of its affiliates to terminate the employment relationship with Party A or its affiliates;
- (b) any customer, supplier, licensee, licensor, other person or entity (including any potential customers, suppliers or licensees, etc.) who have actual or potential business relationship with Party A or its affiliates, terminate or otherwise change the business relationship with Party A or its affiliates.

6.3 The period and compensation of non-competition

- (a) The period of non-competition is 2 years from the second day of Party B's departure.
- (b) Party A shall, in accordance with the period of non-competition, pay economic compensation to Party B in a certain proportion with Party B's average salary in the previous 12 months (not less than the compensation standard for non-competition provisions stipulated in the local laws and regulations applicable to this Agreement). The wages referred to in this paragraph are basic wages, excluding bonuses, benefits and incentives. Party A and Party B acknowledge and agree that the amount of such economic compensation is reasonable for the non-competition

obligation that Party B has fulfilled.

(c) Economic compensation will be paid monthly to Party B's bank accounts which is also used to receive salary before departure of Party B; If Party B's bank accounts is changed, Party B need to notify Party A in writing, otherwise Party B shall bear the adverse consequences, and Party B shall still fulfill the obligations of non-competition as stipulated in this Agreement.

(d) Party A may choose to waive Party B's obligation of non-competition prior to the termination of the labor relationship with Party B, in which circumstance, Party A will not assume the duty of economic compensation. And Party A may modify the content regarding Party B's non-competition obligation and revise the standard of economic compensation accordingly. If Party B is to be exempted from non-competition obligation after Party B has departed, Party A shall inform Party B one month in advance and pay the economic compensation that Party B shall receive in time for the non-competition obligation. If Party B has received the economic compensation before receiving notice from Party A, and its amount exceeds the amount due during the performance of the non-competition obligation, Party B shall promptly refund the excess part of the economic compensation received.

6.4 Party A shall have the right to supervise and inspect Party B's compliance with this agreement after Party B's departure from Party A. Party B shall cooperate with Party A's supervision and inspection by providing the supporting documents issued by personnel archives organization to prove Party B's labor relations, or by providing proof of social insurance documents and/or personal income tax documents.

6.5 Party B undertakes that, unless Party B has explained to Party A in writing, the competition Party B engages directly or indirectly with the former employer or other person during the period of Party A's employment does not violate the non-competition agreement between Party B and the former employer or other persons.

6.6 If Party A and Party B does not agree on Party B's long-term work in Shanghai, the non-competition of this agreement will not be enforced.

VII. Liability for breach of this agreement

7.1 Party A shall have the right to immediately stop paying the confidentiality fee if Party B violates the confidentiality obligations stipulated in this Agreement. Proceeds earned by Party B due to the breach of contract should be returned to Party A, and the loss thus caused to Party A shall be compensated by Party B. If Party A fails to prove that Party A has suffered loss or Party A cannot determine the amount of loss, Party A shall have the right to request Party B to pay the liquidated damages equivalent to the amount of the basic salary of 12 months. In addition, Party A has the right to terminate the labor contract.

7.2 Party A shall have the right to immediately cease the payment of economic compensation for non-competition, and shall require Party B to pay the liquidated damages equivalent to the amount of the basic salary of the previous 24 months before departure from Part A, if Party B violates the non-competition obligation in this

Agreement. At the same time, proceeds earned by Party B due to Party B's breach of contract should be returned to Party A.

7.3 If the liquidated damage paid by Party B cannot adequately compensate the loss or damages suffered by Party A, Party A may seek other remedial measures in accordance with relevant Chinese laws and regulations, and shall require Party B to bear the relevant losses and expenses (including but not limited to loss of profits, loss of goodwill, loss of business opportunities, and reasonable expenses incurred to stop and investigate defaults, such as reasonable attorneys' fees, etc.).

7.4 If Party B's conduct violates the relevant provisions of the Criminal Law, Party B shall bear the corresponding criminal responsibility.

VIII. Termination of contractual rights and obligations

8.1 Party A and Party B agree that if one of the following situations occurs, the rights and obligations of the confidentiality clause in this Agreement shall terminate on their own:

- (a) Important trade secrets of Party A known by Party B become available in public domain.
- (b) Party B died.
- (c) Party A (or other organization) is terminated, and there is no successor to bear rights and obligations of Party A.

8.2 Party A and Party B agree that if one of the following situations occurs, the rights and obligations of the non-competition clause in this Agreement shall terminate on their own:

- (a) The period of non-competition in this Agreement ends.
- (b) Party B died.
- (c) Party A (or other organization) is terminated, and there is no successor to bear rights and obligations of Party A.

IX. Dispute Resolution

9.1 Disputes arising from the performance of this Agreement may be settled by negotiation of both parties.

9.2 If the negotiation fails, either party shall have the right to bring a lawsuit to the people's court where Party A is located.

X. Others

10.1 This Agreement is an annex of the Labor Contract signed by both parties on April 22, 2011, and shall be an integral part of the Labor contract with equal legal effect. Regarding the matters relating to confidentiality non-competition, this Agreement shall prevail.

10.2 Any modification of this Agreement shall be agreed by both parties in writing.

10.3 The message sent by Party A to the address or E-mail address of Party B shall be deemed as received and known by Party B three days after the message is sent. The E-mail address designated by Party B is :
mch2004@gmail.com.

10.4 This agreement is signed in Shanghai, China, and is governed by and interpreted in accordance with Chinese law.

10.5 This Agreement shall enter into force as of the date on which the agreement is signed by both parties and sealed by Party A.

10.6 This Agreement shall be conducted in duplicate and shall have the same legal effect.

(No text below)

Party A: (stamp)

Party B: (Signature)

Mu CHEN

Authorized representative (Signature) :

Date this (date) of (month) (year)

Signature Date: December 30, 2012

Annex 1

TO: Shanghai United Imaging Healthcare Co., Ltd.

From: 【employee name】 Mu CHEN

Date: December 30, 2012

Subject: Prior Invention

1. In addition to the invention(s), or improvement of technology or product(s) listed in Article 2 below, the following are invention(s), improved technology or product(s) related to my service in Shanghai United Imaging Healthcare Co., Ltd. (referred to as "company"), which were created, conceived and practically used by myself, or co-created, co-conceived, and co-used by me and third parties before I was hired by the company:



No invention or improvement of technology or product



See below:



Additional information is provided in annex

2. Subject to the confidentiality agreement previously signed, I cannot disclose detailed information of the invention(s), or improvement of technology or product(s) listed below. I have a duty of confidentiality with respect to the following persons or organizations:

	Invention or improvement of technology or product	party of agreement	relationship
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>



Additional information is provided in annex

(No text below)

Non-Disclosure and Non-Competition Agreement

Party A: Shanghai United Imaging Healthcare Co., Ltd.

Address: No. 2258 Chengbei Road, Jiading District, Shanghai, 201807

Party B: Mu CHEN

Address: No. 77 Meiyuan Road, Zhabei District, Shanghai

ID No.: 620102740730531

- (a) Party B was employed by Party A as Vice President of the Research Institute of Shanghai United Imaging Healthcare Co., Ltd. on April 22, 2018.
- (b) Whereas Party B has been aware of Party A's trade secrets, and has the opportunity to enhance knowledge, experience and skills during the employment period. At the same time Party A has paid wages or remuneration to Party B. In order to clarify Party B's confidentiality obligations, on the basis of the principles of equality, voluntariness, fairness, and honesty, the two parties have formulated this non-disclosure and non-competition agreement according to the Labor Law of the People's Republic of China, the Labor Contract Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China, and other relevant local and administrative regulations.

I Definitions

- 1.1 "Trade secrets" in this Agreement refers to technology information or business information which is disclosed by Party A, unknown to the public, can bring about economic benefits to Party A, is of practical use, and with regard to which Party A has adopted secret-keeping measures, including but not limited to technology information or business information which is tangible or intangible, whether stored, compiled, stored in actual storage, electronic storage, graphics storage, written storage, or in a way that is now known or later invented:
- (a) Technology information including engineering design, circuit design, design requirements, service content, implementation method, operation flow, technical index, computer software, database, research and development record, operating environment, operating platform, test results, test data, drawings, samples, model, mold, manual, technical documentation, business correspondence involving technical secrets, and so on.
- (b) Business information including customer name, customer address and contact information, demand information, marketing plan, procurement information, pricing policy, purchase channels, production and marketing strategies, cost budget, profit, non-public financial information, various rules and regulations of the company, legal affairs information, human resources information and so on.

(c) Information which Party B shall keep confidential in accordance with the provisions of the law and agreements between Party A and Party B.

1.2 The above confidential information does not include the following information:

- (a) Information known to the public without breaching this Agreement;
- (b) Information legally obtained by Party B from a third party before entering into this Agreement;
- (c) Information independently developed by Party B before entering into this Agreement.

1.3 The term "employment period" in this Agreement refers to a period from the date on which Party B and Party A establish labor relations under a labor contract to the date of Party B's departure.

1.4 The term "departure" in this Agreement refers to the rescission or termination of labor relations between the two parties.

1.5 The term "competitive business" in this Agreement means

- (a) The business engaged or planned by Party A or its affiliates;
- (b) Other business that is similar to or competing with the business carried on by Party A or its affiliates.

1.6 The term "affiliates" in this Agreement means the companies that have correlation with each other. "Correlation" means the relations between controlling shareholders, actual controller, director, supervisor, advanced manager and companies under direct or indirect control or the relations that may cause the corporate interest transfer.

1.7 The term "competitor" in this Agreement means any person, company, partnership, joint venture, sole proprietorship, or other economic entity that is engaged in a competitive business with Party A or its affiliates, in particular, the following companies and their affiliates, including Siemens Shenzhen Magnetic Resonance Co. Ltd., General Electric Medical (China) Co., Ltd., Philips Medical (Suzhou) Co., Ltd., Toshiba Medical Systems (China) Co., Ltd., Neusoft Medical Systems Co., Ltd., Shenyang Neusoft Medical Systems Co., Ltd., Mingfeng Medical Systems Co., Ltd., SinoUnion Healthcare Inc., Beijing Arrays Medical Imaging Corporation, Beijing Daiji Kangming Medical Equipment Co., Ltd., Raysolution Tech. Co., Ltd., RAYCAN Technology Co., Ltd., Hong Kong Xin'geng Investment Co., Ltd., Beijing Novel Medical Equipment Co., Ltd., Prescient Imaging LLC. Except Prescient Imaging LLC, all competitors are located in China.

II Ownership of intellectual property

2.1 Party B and Party A confirm that, during the employment period, all the intellectual properties (technical achievements, inventions or works) acquired or completed by Party B with the assistance of Party A's material and technical support, or Party A's trade secrets, shall be owned by Party A. The Party A shall be free to use these trade secrets, inventions, or works within its business scope, and shall be free to produce, operate, apply for a patent, become a patentee, or transfer to a third party. Party B shall, at the request of Party A, provide all necessary information and take all necessary efforts, including application, registration

and recordation, to assist Party A in obtaining and exercising relevant intellectual property rights. Party B confirms that Party A has paid remuneration for Party B's work in full payment during the employment period. Party B's work includes but not limited to presenting concepts, creation, development, improvement, or simplification.

- 2.2 Party B shall confirm that, within one year from Party B's departure from the company, all the intellectual property rights related to the work or tasks assigned by Part A, such as technological achievements, inventions, or works, that are proposed, developed, invented or by Party B, shall be owned by Party A. Party B shall disclose and transfer to Party A the intellectual property rights, together with all designs, drawings, working papers, electronic documents or electronic works, and other materials that are relevant to the ownership and/or the use of such intellectual property rights.
- 2.3 Party B and Party A confirm that, in addition to the circumstances stipulated in Articles 1 and 2 of this section, all the intellectual properties, such as technical achievements, inventions or works, that are acquired or completed by Party B with the assistance of Party A's material and technical support, or Party A's trade secrets, shall be owned by Party A. Upon the request of Party A, Party B shall provide all necessary information and take all necessary efforts, including application, registration, recordation, to assist Party A in obtaining and exercising relevant intellectual property rights.
- 2.4 At any time, Party B shall cooperate with Party A or the person designated by Party A to register a patent, trademark, copyright or design application, or take other similar measures to protect such intellectual property rights. Party B further confirms that Party B shall sign all documents and complete all the necessary actions for Party A or the person designated by Party A to obtain the patent, trademark, copyright, design or other intellectual property rights. The cost shall be borne by Party A. After obtaining such ownership, Party A or the designated person of Party A shall be the absolute and sole owner of the right.
- 2.5 Before Party B establishes a labor contractual relationship with Party A, all the technical achievements, inventions, or works, either owned by Party B or allowed to be used by Party B within the scope of an agreement between Party B and a third party, shall be known as "prior inventions." Party B shall list all the prior inventions in the form of an annex to this Agreement, including independent inventions and joint inventions with others. It shall be deemed that Party B has no prior inventions if the annex does not disclose such matters. If, during the term of the employment, Party B uses one or more of the prior inventions on Party A's products, services, procedures, or equipment, Party A will naturally obtain a non-exclusive, free, irrevocable and worldwide license (including the right to sub-license any other party) to make, modify, use, and sell such prior inventions. In view of the foregoing, Party B agrees that Party B shall not use or authorize the use of the prior invention already used on Party A's products or services without Party A's prior written consent.

2.6 Party B shall, in violation of the provisions of Section 2 of this Agreement, compensate all losses caused to Party A, including but not limited to loss of profits, loss of goodwill, or loss of business opportunity, and compensate Party A's reasonable expenses caused by stopping or investigating acts of violation, such as reasonable attorney fees.

III Confidentiality

3.1 With respect to Party A's trade secrets, Party B agrees to:

- (a) Take measures to protect the trade secrets, do not pry into the trade secrets, or take other improper measures to obtain (including the use of computers to retrieve, browse, copy, etc.) the trade secrets;
- (b) Do not disclose any confidential information to any third party (whether the disclosure is paid or unpaid, intentional or unintentional);
- (c) Do not use or allow others to use the trade secret at any time;
- (d) Do not copy, keep, or carry confidential information.

3.2 For the benefit of Party A, Party B shall promptly report to Party A in writing about the trade secrets related to Party B's work during the term of Party B's employment. At the same time, Party B shall assist Party A in obtaining the rights to the trade secrets. The trade secrets shall be owned by Party A. Party B ensures that Party B shall fully disclose all the ideas related Party A's business activities during the employment period.

3.3 Transfer of Documents: Party B shall, at the time of departure from the company or at the request of Party A, provide all documents, records, materials and information stored on any storage devices relating to trade secrets or Party A's business activities, to Party A. Such information includes original copies of documents, records, materials, notes, abstracts, excerpts, compilation, translation, and photocopies. If the above information is in the form of non-return, or has been copied or transcribed to other information or carrier, it should be removed or destroyed under the witness of Party A.

3.4 Party B promises that he/she has never used any technical secrets or trade secrets belonging to others, or infringed upon the intellectual property rights of others when carrying out his duties for Party A. If Party B violates the above commitments and causes Party A to be charged by a third party for infringement, Party B shall bear all expenses paid by Party A for defense. Party A shall have the right to claim compensation for infringement. The above costs and tort damages shall be borne by Party B.

3.5 Party B shall be obliged to prevent or stop Party A's trade secrets from being leaked out. When detecting any disclosure or possibility of disclosure of Party A's trade secrets, Party B shall take effective measures to prevent any further disclosure and timely report to Party A. Party A requires strict compliance with the confidentiality system, and encourages the initiative to prevent and stop leaks. Party A shall protect and reward the employees who protects confidential information of the company and reports secret leak.

3.6 Party B agrees that the duty of confidentiality shall not end with the termination of Party B's employment, regardless of the reason why Party B leaves office. Party B shall continue to protect all the technical secrets and other trade secrets of Party A, or those of any other third party for which Party A bears confidentiality responsibilities.

IV Confidentiality Period and Confidentiality Fee

- 4.1 Party A and Party B agree that regardless of whether Party B is still serving the Party A, Party B shall assume the non-disclosure obligation after signing this agreement until the confidential information becomes available in public domain.
- 4.2 Employees who strictly abide by the provisions of this Agreement to keep Party A's trade secrets may enjoy the secrecy fee prescribed by Party A. The secrecy fee is part of the monthly remuneration package and is included in when the remuneration package is determined based on working skills. The secrecy fee will be paid until the end of the final labor contract.

V Non-Competition

- 5.1 Party B undertakes not to, directly or indirectly, in his own name, or in the name of the company's owner, licensor, licensee, agent, employee, independent contractor, proprietor, partner, lessor, shareholder, director, or manager, or in any other name:
- (a) Establish an organization engaging in competitive business;
 - (b) Provide any investment or services to competitors.
- during the Non-competition Term agreed in the Contract.
- 5.2 Without written agreement from Party A, Party B undertakes not to:
- (a) Employ, solicit or introduce any person who is employed by Party A (or affiliates of Party A) to work in another company;
 - (b) Directly or indirectly engage in any business (no matter in the name of the employee, employer, agent, consultant, or others) related to Party A's competitors, or establish any interest relationship with its competitors;
 - (c) Contact, solicit, take away any client or cause Party A lose the clients who have contacted with Party B or known by Party B during the Non-competition Term agreed in the Contract.
- 5.3 Term and compensation of non-competition
- (a) The term of non-competition is 1 year from the second day of Party B's departure, namely, from July 2, 2016 to July 1, 2017 (Non-competition Term).
 - (b) Party A shall, in accordance with the Non-competition Term, pay an economic compensation of 41,666.67 RMB (before tax) to Party B (not less than the compensation standard of non-competition provisions stipulated in the local laws and regulations applicable to this Agreement). Party A shall withhold Party B's individual income tax in

accordance with the laws or regulations of PRC. Party A and Party B acknowledge and agree that the amount of such economic compensation is reasonable for the non-competition obligation that Party B has fulfilled.

(c) Economic compensation will be paid monthly to Party B's bank accounts which is also used to receive salary before departure of Party B; If Party B's bank accounts is changed, Party B need to notify Party A in writing, otherwise Party B shall bear the adverse consequences, and Party B shall still fulfill the obligations of non-competition as stipulated in this Agreement.

(d) Party A may choose to waive Party B's obligation of non-competition prior to the termination of the labor relationship with Party B. If Party B is to be exempted from non-competition obligation after Party B has departed, Party A shall inform Party B one month in advance and pay the economic compensation that Party B shall receive in time for the non-competition obligation. If Party B has received the economic compensation before receiving notice from Party A, and its amount exceeds the amount due during the performance of the non-competition obligation, Party B shall promptly refund the excess part of the economic compensation received.

5.4 Party A shall have the right to supervise and inspect Party B's compliance with this agreement after Party B's departure from Party A. Party B shall cooperate with Party A's supervision and inspection by providing the supporting documents issued by personnel archives organization to prove Party B's labor relations, or by providing proof of social insurance documents and/or personal income tax documents.

5.5 Party B undertakes that, unless Party B has explained to Party A in writing, the competition Party B engages directly or indirectly with the former employer or other person during the period of Party A's employment does not violate the non-competition agreement between Party B and the former employer or other persons.

VI Liability for breach of the agreement

6.1 Party A shall have the right to immediately stop paying the confidentiality fee if Party B violates the confidentiality obligations stipulated in this Agreement. Proceeds earned by Party B due to the breach of contract should be returned to Party A, and the loss thus caused to Party A shall be compensated by Party B. In addition, Party A has the right to terminate the labor contract.

6.2 Party A shall have the right to immediately cease the payment of economic compensation for non-competition, and shall require Party B to pay the liquidated damages equivalent to the amount of the basic salary of the previous 24 months before departure from Part A, if Party B violates the non-competition obligation in this Agreement. At the same time, Party B shall pay for Party A all the reasonable expenses incurred to stop and investigate defaults, including but not limited to attorneys' fees. Moreover, proceeds earned by Party B due to Party B's breach of contract should be returned to Party A.

6.3 If the liquidated damage paid by Party B cannot adequately compensate the loss or damages suffered by Party A, Party A may seek other remedial measures in accordance with relevant Chinese laws and regulations, and shall require Party B to bear the relevant losses and expenses (including but not limited to loss of profits,

loss of goodwill, loss of business opportunities, reasonable expenses incurred to stop and investigate defaults, such as reasonable attorneys' fees, etc.).

6.4 If Party B's conduct violates the relevant provisions of the Criminal Law, Party B shall bear the corresponding criminal responsibility.

VII Termination of contractual rights and obligations

7.1 Party A and Party B agree that if one of the following situations occurs, the rights and obligations of the confidentiality clause in this Agreement shall terminate on their own:

- (a) Important trade secrets of Party A known by Party B become available in public domain.
- (b) Party B died.
- (c) Party A (or other organization) is terminated, and there is no successor to bear rights and obligations of Party A.

7.2 Party A and Party B agree that if one of the following situations occurs, the rights and obligations of the non-competition clause in this Agreement shall terminate on their own:

- (a) The period of non-competition in this Agreement ends.
- (b) Party B died.
- (c) Party A (or other organization) is terminated, and there is no successor to bear rights and obligations of Party A.

VIII Dispute Resolution

8.1 Disputes arising from the performance of this Agreement may be settled by negotiation of both parties.

8.2 If the negotiation fails, either party shall have the right to bring a lawsuit to the people's court where Party A is located.

IX Others

9.1 This Agreement is an annex of the Labor Contract signed by both parties on April 22, 2011, and shall be an integral part of the Labor contract with equal legal effect. Regarding the matters relating to confidentiality non-competition, this Agreement shall prevail.

9.2 Any modification of this Agreement shall be agreed by both parties in writing.

9.3 The message sent by Party A to the address or E-mail address of Party B shall be deemed as received and known by Party B three days after the message is sent. The E-mail address designated by Party B is: mch2004@gmail.com.

9.4 This agreement is signed in Shanghai, China, and is governed by and interpreted in accordance with Chinese law.

9.5 This Agreement shall enter into force as of the date on which the agreement is signed by both parties and sealed by Party A.

Internal use only

UNITED
IMAGING

9.6 This Agreement shall be conducted in duplicate and shall have the same legal effect.

(No text below)

Party A: (stamp)

Party B: (Signature)

Mu CHEN

Authorized representative (Signature) :

Date this (date) of (month) (year)

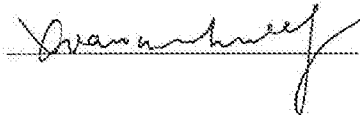
Signature Date: July 12, 2016

CERTIFICATION

This is to certify that the attached English translation is, to my best knowledge, a true and accurate translation of the Non-Disclosure and Non-Competition Agreement.

Respectfully submitted,

Date: 9/19/2017

By: 

工号 Personnel Number: 0000121

劳 动 合 同

LABOR CONTRACT

甲 方：上海联影医疗科技有限公司
Party A : Shanghai United Imaging Healthcare Co. Ltd.

法定代表人：俞咏海
Legal Representative: Yu Yexun

法 定 地 址：

Registered Address:

乙 方：陈敏

Party B :

身份证号码：G20156731

ID Number :

户 口 性 质：

Domicile Nature:

家 庭 地 址：

Home Address:

PATENT

REEL: 046548 FRAME: 0288

根据《中华人民共和国劳动合同法》、《中华人民共和国劳动法》及有关法律和法规的规定，甲乙双方在平等自愿、协商一致的基础上签订本合同。

According to the Labor Contract Law of RPC, the Labor Law of PRC and relevant laws and regulations, Party A and Party B sign this contract on the basis of equality, free will and mutual consultation.

一、 工作内容

Article One Working Contents

1.1 甲方因生产需要，同意聘用乙方为本公司员工，职位为 PET/CT Sales，乙方同意接受该安排，遵守劳动纪律和职业道德，执行劳动安全规程，提高职业技能，完成生产（工作）任务。
To meet the production demand, Party A agrees to employ Party B as Vice President of PET/CT. Party B agrees to accept the arrangement, observe the labor discipline and professional ethics, carry out rules of safe operation, improve professional skills and accomplishes production tasks.

1.2 甲方可根据生产经营需要调整乙方的工作岗位或职位。

Party A may legitimately adjust Party B's post according to business requirements.

1.3 工作地点。

Work place.

员工的工作地点为 上海。公司向员工发出合理性通知，公司可以要求员工在公司指定的其它地点履行其工作职责。

The place of work of the Employee is defined as Shanghai. The Company may, on giving the Employee reasonable notice, require him/her to carry out his/her duties at such other places as the Company shall specify.

员工履行工作职责期间，公司还可以要求员工在中国境内和境外出差。

In the performance of the Employee's duties, he/she may also be required to travel throughout and outside of China.

如果员工工作职位调整，其工作地点也将相应调整。

Should there be any change of the Employee's job position, the place of work may be adjusted accordingly.

二、 合同期限

Article Two Term of Contract

本合同自 2011 年 4 月 22 日至 年 月 日，其中试用期为 0 个月（自 年 月 日至 年 月 日）。劳动合同的期限届满或约定的终止条件出现，劳动合同即终止执行。经双方协商一致，可以解除或续订劳动合同。

This contract will be effect from 22nd, April, 2011 (date, month, year) to (date, month, year), during which the probation period is 0 months (from (date, month, year) to (date, month, year)). The contract will be terminated when the contract is at its expiry or agreed termination conditions occur. Both parties may rescind or renew the contract via mutual consultation.

三、 工作时间

Article Three Working Hours

3.1 甲方实行每周工作 40 小时和 2 天休息日（可能是星期六、日）的标准工时制度。

Party A carries out standard Working Hours System of 40 hours per week and two rest days (maybe they

- are not Saturday, Sunday).
- 3.2 甲方因工作需要，可依法安排乙方在工作日或公休日加班。
Party A may legitimate arrange Party B to work overtime on working days or on general holidays due to business requirements.
- 3.3 甲方由于工作需要更改工时制度，经政府有关部门批准后，乙方应密切配合执行。
Party A may change Working Hours System for business requirement after getting approval from relevant government authorities and Party B shall execute it strictly.

四、 薪酬

Article Four Remuneration

- 4.1 甲方支付乙方的每月基本工资为税前人民币 [REDACTED] 其中含保密费 100 元。公司有权对员工所获得上述薪水的个人所得税予以代扣代缴。上述薪酬不包括甲方按公司补贴规定按月向乙方支付的所有补贴或绩效奖金给予的绩效工资。
Party A pays RMB [REDACTED] y B as basic wage before tax per month, including confidential fee RMB 100. The Company will withhold individual income tax from the remuneration as required by PRC laws and regulations. The aforesaid remuneration excludes all subsidies or bonus paid to Party B pursuant to Party A's stipulation.
- 4.2 甲方严格执行国家有关最低工资的规定和标准。
Party A shall strictly implement relevant regulations and standard per the lowest wage.
- 4.3 甲方的发薪日期为每月最后一个工作日。
Party A shall pay the wage on the last day of every month.

五、 劳动保护与劳动条件

Article Five Labor Protection and Labor Conditions

- 5.1 甲方将对乙方进行劳动安全、业务技术及劳动纪律等方面的教育和培训，并提供国家对劳动保护、安全生产的要求，为乙方提供必要的生产（工作）条件，保障乙方的安全健康。
Party A shall give Party B education and training programs relating to labor safety, professional skills and labor disciplines etc. According to the requirements of state labor protection and safe-production, Party A shall provide necessary working condition to ensure Party B's safety and health.

六、 社会保险和福利

Article Six Social Insurance and Welfare

- 6.1 甲方依法替乙方办理各项社会保险和住房公积金，并缴纳社会保险费用和住房公积金。但依法规定之分摊比例，属于乙方须自行负担之各项社会保险金和住房公积金，由甲方于每月发薪时，从乙方薪金中代扣代缴。
Party A shall transact social insurance, housing fund and pay them for Party B. Party A shall withhold the social security contribution legally underlock by Party B when paying the remuneration every month.
- 6.2 乙方享有国家规定的所有法定假期。
Party B will take all statutory holidays stipulated by the State.
- 6.3 甲方实行带薪年假制度，乙方申请的具体天数和程序按甲方制定的带薪年假规定执行。
Party A carries out the paid annual leave system, Party B has the right to take paid annual leave, and the applying procedure for annual vocation shall be executed pursuant to Party A's stipulation.

七、 乙方责任

Article Seven Party B's Responsibility

7.1 乙方必须认真工作和劳动，保质保量地完成自己的生产任务。

Party B must work earnestly and accomplish his/her own tasks with quality and quantity.

7.2 乙方必须如实汇报工作，积极配合和协助上级的工作。

Party B must report his/her job according to the facts and shall cooperate with its uppers and assist their jobs.

7.3 乙方应严格执行甲方依法制定的规章制度和《员工手册》。

Party B shall strictly implement the rules and regulations and Handbook legally stipulated by Party A.

7.4 乙方应爱护甲方的财物，对由于本人责任造成的直接经济损失，必须予以赔偿并接受甲方的处罚。

Party B shall take good care of Party A's property and he/she must indemnify direct damage due to his/her liability and accepts Party A's punishment.

7.5 乙方在劳动合同有效期内未经甲方事先书面同意，不得为另一家雇主工作或自己经营企业。

Party B shall not work for another employer or run his/her own business without Party A's written consent in the duration of the Contract.

7.6 乙方应严格保守甲方的商业秘密，不得向任何第三方泄露。

Party B shall strictly keep Party A's trade secret and can not divulge to any third party.

7.7 如实陈述履历和学历。

Party B shall state his/her curriculum vitae and educational background according to the facts.

7.8 如甲方委派乙方培训（包括海外培训），乙方必须遵守甲方的培训条规和承诺。

Party B shall observe Party A's training rules and undertaking when Party A assigns Party B to be trained (including overseas training).

八、 甲方无偿解除劳动合同

Article Eight Cancellation of the Contract without Compensation by Party A

若符合下列情况之一的，甲方可以随时解除劳动合同，而不必给予乙方任何经济补偿：

Party A may cancel the Contract at any time without compensation to Party B under the following circumstances:

8.1 当乙方在试用期内不符合甲方的职工录用条件。

When Party B is proven to be unqualified for Party A's employment conditions during probation period.

8.2 乙方严重违反甲方依法制定的规章制度和劳动纪律。

Party B seriously violates rules and regulations, labor discipline legally stipulated by Party A.

8.3 乙方严重失职，营私舞弊，给甲方利益造成重大损失。

Party B seriously neglects his/her duty and grafts resulting in Party A's great loss.

8.4 乙方违反中国法律，受到司法处罚或追究刑事责任。

Party B violates the laws of PRC and gains judicial punishment or is found guilty.

8.5 其它法律、法规规定甲方可以单方解除劳动合同的情形。

Other circumstances permitted by law and regulation that Party can terminate the Contract.

九、 甲方有偿解除劳动合同

Article Ninth Cancellation of the Contract with Compensation by Party A

有下列情形之一的，甲方可以解除本合同，但是应当提前 30 天以书面形式通知乙方或支付一个月基本工费代替，并依法支付乙方经济补偿金。

Under the following circumstances, Party A may cancel the Contract with 30 days prior written notice to Party B or paying one month basic wage instead and legally pay economic compensation or subsidy to Party B.

- 9.1 乙方患病或非因工受伤，医疗期满后仍不能从事原工作或由甲方另行安排的工作的。

Party B is ill or non-work-related injured, and unable to do the former job or other job assigned by Party A after medical treatment.

- 9.2 乙方不能胜任工作，经过培训或调整工作岗位，仍不能胜任的。

Party B is not competent for the job and still remains so after training or adjustment of the post.

- 9.3 本合同订立时所依据的客观情况发生重大变化，致使本合同无法履行，甲乙双方不能就变更本合同达成协议。

The basis for the conclusion of the contract has materially changed so that the contract can no longer be carried out, while both parties can not reach an agreement on modifying the Contract by mutual negotiation.

- 9.4 甲方濒临破产，进入法定整顿期间或者生产经营状况发生严重困难，达到当地人民政府规定的严重困难企业标准，必须裁减人员，并依法定程序解除劳动合同的。

Party A is close to bankruptcy and enters into legal rectification period or it is in a severe difficulty to meet the standard of severe difficult enterprise stipulated by the local government and the retrenchment is needed, and then Party A cancels the contract according to legal procedure.

- 9.5 其它法律、法规规定甲方可以支付相应补偿金单方解除劳动合同的情形。

Other circumstance permitted by law and regulation that Party A can terminate the Contract with due compensation to the employees.

十、 乙方要求解除劳动合同

Article Ten Cancellation of the Contract at Party B's request

- 10.1 乙方要求解除本合同的，应当提前三十天以书面形式通知甲方。

Party B shall give 30days prior written notice to Party A when requesting to cancel the Contract.

- 10.2 乙方在下列情况下，可随时通知甲方解除劳动合同。

Under the following circumstances, Party B may inform Party A to terminate the Contract at any time.

- a. 在试用期内。

Be in probation period.

- b. 甲方不按照劳动合同支付劳动报酬或者提供劳动条件的。

Party A didn't pay the remuneration or provide working conditions according to the Contract.

- c. 甲方以暴力威胁或者非法限制人身自由的方法强迫乙方工作的。

Party A requests Party B to work by force, threat or illegal restriction of personal freedom.

十一、 违约责任

Article Eleven Liability for Breach of Contract

- 11.1 甲方依据9条提前解除本合同，应依法赔偿乙方支付经济补偿金。

Party A shall legally pay economic compensation to Party B when cancelling the Contract pursuant to Article Nine.

- 11.2 乙方在承诺服务期限届满之前解除本合同，应依法赔偿及《培训合同》约定退还培训费并赔偿甲方的经济损失。

Party B shall return the training expenses and indemnify Party A for its economic loss according to the law and regulations and Training Agreement when he/she terminates the Contract before the expiration

of unexpired term.

十二、 合同附件

Article Twelve Annexes of the Contract

12.1 本合同的附件为本合同不可分割的组成部分，与本合同具有同等的法律效力。

The Annexes are indivisible parts of the Contract and they have the equal effect with the Contract.

12.2 甲方依法制定的《员工手册》及各项规章制度是本合同的附件。

Handbook and other rules and regulations legally stipulated by Party A are annexes of this Contract.

十三、 劳动争议

Article Thirteen Labor Dispute

甲乙双方若发生劳动争议，应通过友好协商解决；若不能解决，可以向当地有管辖权的劳动争议仲裁委员会申请仲裁；对仲裁不服的，可向人民法院起诉。提出仲裁的一方应当在劳动争议发生之日起法定期限内向劳动争议仲裁委员会提出书面申请；当事人对仲裁裁决不服的，可以在收到仲裁裁决书之日起 15 天内向人民法院起诉。

If labor dispute occurs, both parties shall resolve it through consultation. In case of failing to reach an agreement, each party may submit the dispute to Labor Dispute Arbitration Committee having jurisdiction. If rejecting the award, each party can take a proceeding. The party applying for arbitration shall submit the arbitration application to Labor Dispute Arbitration Committee within days as specified in relevant laws and regulations when the labor dispute arises. If rejecting the award, the party can sue to the court within 15 days after receipt of the award.

十四、 合同生效

Article Fourteen Effectiveness of the Contract

本合同自甲、乙双方盖章、签字后生效。

The Contract comes into effect by signatures of both parties and shall be submitted to the surveyor.

十五、 其它

Article Fifteen Miscellaneous

15.1 本合同未尽事宜，可由甲、乙双方另行订立补充条款，补充条款与本合同具有相同的法律效力。

If there is something unclear, both parties may conclude a supplement clause and the clause shall have the same effect as this contract.

15.2 在合同履行中，发生其他事项而本合同未明确的，按国家和地方有关法规执行。有关条款如国家和地方有新的法规规定，按新的规定执行。

If there is something undefined in this contract when implementing this contract, IT SHALL BE EXECUTED ACCORDING TO RELEVANT LAWS AND REGULATIONS OF THE STATE AND REGION. If there is a new stipulation per relevant clauses, they shall be carried out pursuant to aforesaid stipulation.

15.3 本合同的变更须经甲、乙双方协商同意，并办理合同变更手续，合同变更的内容，可由双方商定。

The modification of this contract shall be mutually agreed by both parties and shall be facilitated with the relevant procedure. The modified content can be agreed by both parties.

15.4 本合同中英文版本一式二份，甲、乙双方各执一份，如两种版本有冲突以中文版本为准。

This contract is made in duplicate in both Chinese and English, and each party holds one counterpart. In case the English version is conflicting with Chinese version, then Chinese version will prevail.

甲方 (盖章):
Party A (stamp):

法定代表人 (盖章):
Legal Representative (stamp):

201 年 月 日

Dated this (date) of (month) (year)

乙方 (签名):

Party B (signature):

2011 年 4 月 22 日

Dated this (date) of (month) (year)

附: 员工手册及相关制度已阅已收记录表;

附: 劳动合同变更记录;

Annex: Modification record of Labor Contract

变更原因 Alteration reason	变更内容 Alteration content	乙方 (签名) Party B (signature)	甲方 (盖章) Party A (stamp)	鉴证单位 (盖章) Surveyor (stamp)
		年 月 日 (date ,month ,year)	年 月 日 (date ,month ,year)	年 月 日 (date ,month ,year)
		年 月 日 (date ,month ,year)	年 月 日 (date ,month ,year)	年 月 日 (date ,month ,year)
		年 月 日 (date ,month ,year)	年 月 日 (date ,month ,year)	年 月 日 (date ,month ,year)

12/

保 密 和 竞 业 禁 止 协 议

甲方：上海联影医疗科技有限公司

地址：嘉定工业区兴贤路 1180 号 8 栋/浦东新区海科路 99 号 3 号楼

乙方：陈叔

送达地址：华林路 608 弄 179 号 嘉善南翔镇

身份证号码：620102740730531

鉴于：

乙方在甲方处任职期间已经（或将要）知悉甲方的商业秘密并获得增进知识、经验、技能的机会，同时甲方对乙方的劳动支付了工资或报酬，为了明确乙方的保密义务，甲乙双方本着平等、自愿、公平和诚实信用的原则，依据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》、《中华人民共和国反不正当竞争法》及其它相关地方和行政法规订立本保密和竞业禁止协议。

第一节 定义

第一条 本协议所指称的商业秘密，是指不为公众所知悉、能为甲方带来经济利益、具有实用性并经甲方采取保密措施的信息，包括但不限于甲方披露的技术信息和经营信息，无论该等信息是有形的还是无形的，无论是否储存、编译、是实际存储、电子存储、图形存储、书面存储还是以现在已知或日后发明的方式存储：

1. 技术信息：包括技术方案、工程设计、电路设计、设计要求、服务内容、实现方法、运作流程、技术指标、计算机软件、数据库、研究开发记录、运行环境、作业平台、测试结果、试验数据、图纸、样本、模型、模具、使用手册、技术文档、涉及技术秘密的业务函电等等。
2. 经营信息：包括客户名称、客户地址及联系方式、需求信息、营销计划、采购资料、定价政策、进货渠道、产销策略、费用预算、利润情况及不公开的财务资料、公司各类规章制度、法律事务信息、人力资源信息等等。
3. 甲方依照法律规定和有关协议的约定要求乙方承担保密义务的其他事项。

第二条 上述保密信息不适用于下述资料或信息：

1. 在未违反本协议的情况下属于或成为公知领域的资料或信息；
2. 在入职甲方之前，乙方已合法地从第三方获得的资料或信息；
3. 在入职甲方之前，乙方独立开发的资料或信息。

第三条 本协议所称的任职期间，从乙方与甲方订立劳动合同确立劳动关系时起算至乙方离职时止的履行劳动合同期间。

第四条 本协议中所称的离职，是指甲乙双方劳动关系的解除或终止。

第五条 本协议所称的竞争业务，指的是：

1. 甲方或其关联公司从事或计划从事的业务；
2. 与甲方或其关联公司所经营的业务相同、相近或相竞争的其他业务；

第六条 本协议所称的竞争对手，是指与甲方或其关联公司从事竞争业务的任何个人、公司、合伙、合资企业、独资企业或其他经济实体。

第七条 本协议所称的关联企业，是指控制甲方的、由甲方控制的或与甲方受到共同控制的任何其他人。

第二节 知识产权的归属

第一条 双方确认，乙方在甲方任职期间，执行甲方的工作或任务或者主要是利用甲方的物质技术条件、商业秘密信息等而掌握的或完成的技术成果、发明创造或作品等所有知识产权归甲方所有。甲方可以在其业务范围内充分自由地使用这些商业秘密或其他发明创造或作品，并进行生产、经营，申请专利，成为专利权人或向第三方转让。乙方应当依甲方的要求，提供一切必要的信息和采取一切必要的协助，包括申请、注册、登记等，协助甲方取得和行使有关的知识产权。乙方确认，在任职期间甲方给乙方的报酬中已足额支付了为发明实施所付出的所有劳动的报酬，前述劳动包括但不限于：提出概念，创作，发展，改进或简化等。

第二条 双方确认，乙方在离职之后 1 年内，乙方提出的、研制的、发现或完成的与甲方交予的工作或任务有关的技术成果、发明创造或作品等所有知识产权归甲方所有，乙方应当将此等知识产权，连同与拥有和/或使用该等知识产权有关的，必须或有用的所有的设计、图纸、工作文件、电子文件或电子作品和其他材料无偿披露和移交甲方。

第三条 双方确认，除本节第一条和第二条约定的情形外，乙方利用甲方的物质技术条件、商业秘密信息等而掌握的或完成的技术成果、发明创造或作品等所有知识产权归甲方所有，乙方应当依甲方的要求，提供一切必要的信息和采取一切必要的协助，包括申请、注册、登记等，协助甲方取得和行使有关的知识产权。



第四条 任何时候，只要有必要，乙方应配合以甲方或甲方指定人为权利人将专利、商标、版权或设计申请注册或采取其他类似的保护此类知识产权的措施。并且签署所有文件及完成甲方或甲方指定人取得该专利、商标、版权、设计或其他知识产权的所有权所必须的一切事情，费用由甲方承担。在取得这些所有权后，甲方或其指定人为该权利的绝对的和唯一的所有权人。

第五条 在乙方与甲方建立劳动合同关系之前所完成的所有权归乙方或虽所有权归第三方，但乙方可在协议范围内进行使用的技术成果、发明创造或作品等通称为“在先发明”。乙方以本协议附件的形式完整列出其所拥有的全部在先发明，包括单独发明及与其他人的共同发明。如果附件中没有披露该等事项，视为乙方没有在先发明。如果，在乙方与甲方劳动合同关系存续期间，乙方将一项在先发明在甲方的产品、服务、程序或机器设备上运用，甲方自然获得非独占的、免费的、不可撤销的、永久的、全球范围内的许可（包括通过不同级别的转授权形式转授权给他人使用）去制作、修改、使用和出售此等在先发明。鉴于前述，乙方同意：未经甲方事先书面同意，乙方不得将已用于甲方产品或服务的在先发明进行使用或授权他人使用。

第六条 乙方如违反本协议第二节条款中的约定，应当赔偿由此给甲方造成的全部损失，包括但不限于利润损失、商誉损失、业务机会损失，以及为制止、调查违约行为所支付的合理开支，如合理的律师费等。

第三节 保密

第一条 对于甲方的商业秘密，乙方在此同意：

1. 采取保密措施保护该商业秘密，不利用或者以其他不正当手段获得（包括利用计算机进行检索、浏览、复制等）与本职工作或本身业务无关的商业秘密；
2. 除为了履行乙方工作职责，不泄露任何保密信息给任何第三方（无论这种披露是有偿的还是无偿的，亦无论是故意或过失）；
3. 除为了履行乙方工作职责，任何时候均不得自己或允许他人使用该商业秘密；
4. 除为了履行乙方工作职责，不复制、保留、携带保密信息于甲方公司以外的场所。

第二条 乙方在受聘于甲方期间，为了甲方的利益，应将其职务创造中有关的商业秘密迅速向甲方汇报，并以书面的形式作出报告，同时协助甲方获得和增加上述权利，该等商业秘密应归属于甲方所有。乙方保证在聘用期内向甲方完整透露其对甲方业务活动的一切构想。

第三条 文件的移交处理：乙方应当于离职时，或于甲方提出请求时，将所有与商业秘密或甲方经营活动有关的文件、记录、材料和以其他载体方式保存的资料（包括该等文件、记录、材料和资料的原

件、笔记、摘要、摘录、汇编、翻译和复印资料)交给甲方。如果以上信息属于不能归还的形式,或应复制或转录到其他资料或载体中,则应在甲方的见证下予以删除、销毁。

第四条 乙方承诺,在为甲方履行职务时,不得擅自使用任何属于他人的技术秘密或其他商业秘密,亦不得擅自实施可能侵犯他人知识产权的行为。若乙方违反上述承诺而导致甲方遭受第三方的侵权指控时,乙方应当承担甲方为应诉而支付的一切费用;甲方因此而承担侵权赔偿责任的,有权向乙方追偿。上述应诉费用和侵权赔偿应由乙方承担。

第五条 乙方在甲方任职期间有义务制止一切泄露甲方商业秘密的行为,发现任何泄露或可能泄露商业秘密的情形,应当采取有效措施防止泄密进一步扩大,并及时向甲方报告。甲方鼓励严格遵守保密制度,鼓励主动防止和制止泄密、窃密行为,鼓励举报泄密、窃密行为对因保守企业秘密而行使职权的员工进行保护,对有功者实行奖励。

第六条 双方同意,乙方离职之后仍对其在甲方任职期间接触、知悉的属于甲方或者虽属于第三方,但甲方承诺有保密义务的技术秘密和其他商业秘密信息,承担如同任职期间一样的保密义务和不擅自使用有关秘密信息的义务,而无论乙方因何种原因离职。

第四节 兼职

第一条 乙方承诺,其在甲方任职期间,非经甲方事先同意,不在其他企业、事业单位、社会团体内任职、兼职(包括但不限于股东、合伙人、董事、监事、经理、代理人、顾问等等),亦不得自行组织公司、工厂或其它实体。

第二条 双方同意,乙方离职之后仍对其在甲方任职期间接触、知悉的属于甲方或者虽属于第三方,但甲方承诺有保密义务的技术秘密和其他商业秘密信息,承担如同任职期间一样的保密义务和不擅自使用有关秘密信息的义务,而无论乙方因何种原因离职。

第五节 保密期限与保密费

第一条 甲、乙双方确认,乙方的保密义务自本协议签订时开始,到该商业秘密公开时止。乙方是否在职,不影响保密义务的承担。

第二条 凡严格遵守本协议规定保守甲方商业秘密的职工均可享受甲方规定的保密费。保密费为月度劳动报酬中的一部分，在确定岗位技能报酬时一并列入。支付期限至双方最后劳动合同终止为止。

第六节 竞业禁止

第一条 乙方承诺，在期限内不直接或间接地以个人名义或以一个企业的所有者、许可人、被许可人、本人、代理人、雇员、独立承包商、业主、合伙人、出租人、股东、董事或管理人员的身份或以其他任何名义：

1. 投资或从事竞争业务；
2. 成立从事竞争业务的组织；
3. 向竞争对手提供任何服务，因为为竞争对手服务不可避免地会披露或使用甲方商业秘密。

第二条 乙方承诺，在期限内不直接或间接地劝说、引诱、鼓励或以其他方式促使甲方或其关联公司的：

1. 任何管理人员或雇员终止该等管理人员或雇员与甲方或其关联公司的聘用关系；
2. 任何客户、供应商、被许可人、许可人、与甲方或其关联公司有实际或潜在业务关系的其他人或实体（包括任何潜在的客户、供应商或被许可人等）终止或以其他方式改变与甲方或其关联公司的业务关系。

第三条 竞业禁止的期限、补偿

1. 乙方竞业禁止的期限为【2】年，从乙方离职后第二日开始计算。
2. 甲方按照竞业禁止的期限，每月按乙方离职前十二个月的平均月工资的一定比例（不低于本协议应当适用的地方法规规定的竞业禁止的补偿标准）的金额向乙方支付经济补偿。前款所称工资为基本工资，不包括奖金、福利待遇及激励待遇。甲乙双方承认并同意对于乙方已履行的竞业禁止义务，上述经济补偿的数额是合理的。
3. 经济补偿将每月支付至乙方离职前领取工资所用银行账号；如该账号有变动，乙方承诺及时书面通知甲方，否则由乙方承担不利后果，且乙方仍应承担本协议约定的竞业禁止义务。
4. 在与乙方的劳动关系解除或终止之前，甲方有权单方免除乙方在本协议项下的竞业禁止义务并且不承担补偿义务，或是修改乙方在本协议项下履行的竞业禁止义务的内容以及经济补偿标准。在乙方离职后并已经承担本协议项下的竞业禁止义务期间，若甲方要免除乙方的竞业禁止义务，甲方应当提前一（1）个月通知乙方并按比例将乙方在离职后履行竞业禁止义务期间应得到的经济补偿及时支付给乙方。若乙方在获得甲方通知前已经领取了经济补偿，并且其数额超过了乙方履行竞业禁止义务期间应得的数额，乙方应及时退还收到的经济补偿中超出应得数额的部分。

第四条 甲方有权对乙方离职后履行竞业禁止义务的情况进行监督与检查，乙方应当配合甲方的监督与检查，包括提供其人事档案存档机关出具的证明其劳动关系的证明文件；或提供证明其任职单位为其缴纳社会保险的证明文件及（或）交纳个人所得税的证明文件。

第五条 乙方保证，除非乙方已经书面向甲方说明，乙方在受甲方聘用期间直接或间接与前任雇主或其他人进行行业竞争的行为，并不违反乙方与前任雇主或者他人签订的竞业禁止协议。

第七节 违约责任

第一条 乙方违反本协议约定的保密义务的，甲方有权立即停止支付保密费。乙方因违约行为所获得的收益应当归还甲方，因此给甲方造成损失的，乙方应当予以赔偿。若甲方未能举证公司因此产生损失或者损失数额的，甲方有权视情况要求乙方支付相当于其此前 12 个月基本工资金额的违约金。除此之外，甲方有权解除劳动合同。

第二条 乙方违反本协议约定的竞业禁止义务的，甲方有权立即停止支付竞业禁止的经济补偿金，并要求乙方支付相当于其离职前 24 个月基本工资金额的违约金。同时，乙方因违约行为所获得的收益应当归还甲方。

第三条 若上述违约金不足以补偿甲方因此遭受的损失和损害的，甲方可依据中国相关的法律法规寻求其它救济措施，并要求乙方承担相关损失和费用（包括并不限于利润损失、商誉损失、业务机会损失，以及为制止、调查违约行为所支付的合理开支，如合理的律师费等）。

第四条 如果乙方的行为触犯刑法相关条文的，应当承担相应的刑事责任。

第八节 合同权利义务的终止

第一条 双方商定，出现下列情况之一的，本协议中保密条款的权利义务自行终止：

1. 乙方所掌握的甲方重要商业秘密已经公开。
2. 乙方死亡的。
3. 甲方法人（或者其他组织）终止，又没有承受其权利义务的人。

第二条 双方商定，出现下列情况之一的，本协议中竞业禁止条款的权利义务自行终止：

1. 本协议约定的竞业禁止期限已满的。
2. 乙方死亡的。
3. 甲方法人（或者其他组织）终止，又没有承受其权利义务的人。

第九节 争议的解决办法

第一条 因履行本协议而发生的纠纷，可以由双方协商解决。

第二条 协商不成的，任何一方都有权向甲方所在地人民法院提起诉讼。

第十节 其它

第一条 本协议为甲乙双方于 2011 年 11 月 22 日签订《劳动合同》的附件，是其不可分割的一部分，与其具有同等法律效力，关于乙方的保密与竞业禁止相关事宜，以本协议的约定为准。

第二条 对本协议的任何修改需得到双方的同意，并以书面形式达成。

第三条 甲方需要通知的信息发送至乙方的送达地址或者乙方指定的电子邮箱之日起经过 3 日，即视为乙方已经收到并知悉邮件内容，送达完成。乙方指定的电子邮箱地址：rich2004@gmail.com

第四条 本协议的签订地为中国上海。本协议受中国法律管辖和解释。

第五条 本协议自甲乙双方签字并加盖甲方公章之日起生效。

第六条 本协议一式贰份，具有同等法律效力，双方各执一份。

(以下无正文)

甲方：(盖章)

乙方：(签名)

授权代表 (签字):

年 月 日

2012 年 12 月 30 日

附件一

致：上海联影医疗科技有限公司

由：[受聘员工姓名] 张江

日期：2012.12.30

关于：在先发明

1. 除下属第 2 条所列的发明或改进技术或产品之外，以下是与本人受聘于上海联影医疗科技有限公司（简称“公司”）有关的本人的，在本人受聘于公司之前，由本人或由本人和第三方共同创造、构思和实际应用的所有发明、改进技术或产品：

☒

无发明或改进技术或产品

☐

见下文：

.....
.....
.....

☐

额外资料见附件

2. 受制于先前签订的保密协议，本人不能于上述第 1 条披露有关以下简要列出的发明或改进技术或产品，本人对下列人士或机构有相关保密义务：

发明或改进技术或产品

协议方

关系

1.
2.
3.

☐

额外资料见附件

(以下无正文)

保 密 和 竞 业 禁 止 协 议

甲方：上海联影医疗科技有限公司

地址：上海市嘉定工业区城北路 2258 号

乙方：陈牧

送达地址：上海市闸北区梅园路 77 号

有效身份证件及号码：620102197407305312

鉴于：

1. 乙方于 2011 年 04 月 22 日进入甲方工作，职位为联影研究院副总裁。
2. 乙方在甲方处任职期间已经知悉甲方的商业秘密并获得增进知识、经验、技能的机会，同时甲方对乙方的劳动支付了工资或报酬，为了明确乙方的保密义务，甲乙双方本着平等、自愿、公平和诚实信用的原则，依据《中华人民共和国劳动法》、《中华人民共和国合同法》、《中华人民共和国反不正当竞争法》及其它相关地方和行政法规订立本保密和竞业禁止协议。

第一节 定义

第一条 本协议所指的商业秘密，是指不为公众所知悉，能为甲方带来经济利益，具有实用性并经甲方采取保密措施的信息，包括但不限于甲方披露的技术信息和经营信息，无论该等信息是有形的还是无形的，无论是否储存、翻译、是实际存储、电子存储、图形存储、书面存储还是以现在已知或日后发明的方式存储；

1. 技术信息：包括技术方案、工程设计、电路设计、设计要求、服务内容、实现方法、运作流程、技术指标、计算机软件、数据库、研究开发记录、运行环境、作业平台、测试结果、试验数据、图纸、样本、模型、模具、使用手册、技术文档、涉及技术秘密的业务邮电等等。

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2. 经营信息：包括客户名称、客户地址及联系方式、需求信息、营销计划、采购资料、定价政策、进货渠道、产销策略、费用预算、利润情况及不公开的财务资料、公司各类规章制度、法律事务信息、人力资源信息等等。
3. 甲方依照法律规定和有关协议的约定要求乙方承担保密义务的其他事项。

第二条 上述保密信息不适用于下述资料或信息：

1. 在未违反本协议的情况下属于或成为公知领域的资料或信息；
2. 在入职甲方之前，乙方已合法地从第三方获得的资料或信息；
3. 在入职甲方之前，乙方独立开发的资料或信息。

第三条 本协议所称的任职期间，从乙方与甲方订立劳动合同确立劳动关系时起算至乙方离职时止的履行劳动合同期间。

第四条 本协议中所称的离职，是指甲乙双方劳动关系的解除或终止。

第五条 本协议所称的竞争业务，指的是：

1. 甲方或其关联公司从事或计划从事的业务；
2. 与甲方或其关联公司所经营的业务相同、相近或相竞争的其他业务。

第六条 本协议所称的关联公司，是指相互之间存在关联关系的公司。关联关系是指公司控股股东、实际控制人、董事、监事、高级管理人员与其直接或者间接控制的企业之间的关系，以及可能导致公司利益转移的其他关系。

第七条 本协议所称的竞争对手，是指与甲方或其关联公司从事竞争业务的任何个人、公司、合伙、合资企业、独资企业或其他经济实体，特别是以下公司以及与以下公司存在关联关系的公司：西门子（深圳）磁共振有限公司、通用电气医疗（中国）有限公司、飞利浦医疗（苏州）有限公司、东芝医疗系统（中国）有限公司、东软医疗系统设备有限公司、沈阳东软医疗系统有限公司、明峰医疗系统股份有限公司、赛诺联合医疗科技（北京）有限公司、北京锐视康科技发展有限公司、北京大基康明医疗设备有限公司、湖北锐世数字医学影像科技有限公司、苏州瑞派宁科技有限公司、香港辛耕投资有限公司、北京永新医疗设备有限公司及美国 Prescient Imaging LLC。除美国 Prescient Imaging LLC 以外，竞争对手的所在地域限于中国境内。

第二节 知识产权的归属

第一条 双方确认，乙方在甲方任职期间，执行甲方的工作或任务或者主要是利用甲方的物质技术条件、商业秘密信息等而掌握的或完成的技术成果、发明创造或作品等所有知识产权归甲方所有。甲方可以在其业务范围内充分自由地使用这些商业秘密或其他发明创造或作品，并进行生产、经营，申请专利，成为专利权人或向第三方转让。乙方应当依甲方的要求，提供一切必要的信息和采取一切必要的协助，包括申请、注册、登记等，协助甲方取得和行使有关的知识产权。乙方确认，在任职期间甲方给乙方的报酬中已足额支付了为发明实施所付出的所有劳动的报酬，前述劳动包括但不限于：提出概念，创作，发展，改进或简化等。

第二条 双方确认，乙方在离职之后壹年内，乙方提出的、研制的、发现或完成的与甲方授予的工作或任务有关的技术成果、发明创造或作品等所有知识产权归甲方所有，乙方应当将此等知识产权，连同与拥有和/或使用该等知识产权有关的，必须或有用的所有的设计、图纸、工作文件、电子文件或电子作品和其他材料无偿披露和移交甲方。

第三条 双方确认，除本节第一条和第二条约定的情形外，乙方利用甲方的物质技术条件、商业秘密信息等而掌握的或完成的技术成果、发明创造或作品等所有知识产权归甲方所有，乙方应当依甲方的要求，提供一切必要的信息和采取一切必要的协助，包括申请、注册、登记等，协助甲方取得和行使有关的知识产权。

第四条 任何时候，只要有必要，乙方应配合以甲方或甲方指定人为权利人将专利、商标、版权或设计申请注册或采取其他类似的保护此类知识产权的措施，并且签署所有文件及完成甲方或甲方指定人取得该专利、商标、版权、设计或其他知识产权的所有权所必须的一切事情，费用由甲方承担。在取得这些所有权后，甲方或其指定人为该权利的绝对的和唯一的所有权人。

第五条 在乙方与甲方建立劳动合同关系之前所完成的所有权归乙方或虽所有权归第三方、但乙方可在协议范围内进行使用的技术成果、发明创造或作品等通称为“在先发明”。乙方以本协议附件的形式完整列出其所拥有的全部在先发明，包括单独发明及与其他人的共同发明。如果附件中没有披

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露该等事项，视为乙方没有在先发明。如果，在乙方与甲方劳动合同关系存续期间，乙方将一项在先发明在甲方的产品、服务、程序或机器设备上进行运用，甲方自然获得非独占的、免费的、不可撤销的、永久的、全球范围内的许可（包括通过不同级别的转授权形式转授权给他人使用）去制作、修改、使用和出售此等在先发明。鉴于前述，乙方同意：未经甲方事先书面同意，乙方不得将已用于甲方产品或服务的在先发明进行使用或授权他人使用。

第六条 乙方如违反本协议第二节条款中的约定，应当赔偿由此给甲方造成的全部损失，包括但不限于利润损失、商誉损失、业务机会损失，以及为制止、调查违约行为所支付的合理开支，如合理的律师费等。

第三节 保密

第一条 对于甲方的商业秘密，乙方在此同意：

1. 采取保密措施保护该商业秘密，不利用或者以其他不正当手段获得（包括利用计算机进行检索、浏览、复制等）甲方的商业秘密；
2. 不泄露任何保密信息给任何第三方（无论这种披露是有偿的还是无偿的，亦无论是故意或过失）；
3. 任何时候均不得自己或允许他人使用该商业秘密；
4. 不复制、保留、携带甲方的保密信息。

第二条 乙方在受聘于甲方期间，为了甲方的利益，应将其职务创造中有关的商业秘密迅速向甲方汇报，并以书面的形式作出报告，同时协助甲方获得和增加上述权利，该等商业秘密应归属于甲方所有。乙方保证在聘用期内向甲方完整透露其对甲方业务活动的一切构想。

第三条 文件的移交处理：乙方应当于离职时，或于甲方提出要求时，将所有与商业秘密或甲方经营活动有关的文件、记录、材料和以其他载体方式保存的资料（包括该等文件、记录、材料和资料的原件、笔记、摘要、摘录、汇编、翻译和复印资料）交给甲方。如果以上信息属于不能归还的形式，或已复制或转录到其他资料或载体中，则应在甲方的见证下予以删除、销毁。

第四条 乙方承诺，在为甲方履行职务时，未擅自使用任何属于他人的技术秘密或其他商业秘密，亦未擅自实施可能侵犯他人知识产权的行为。若乙方违反上述承诺而导致甲方遭受第三方的侵权指控时，乙方应当承担甲方为应诉而支付的一切费用；甲方因此而承担侵权赔偿责任的，有权向乙方追偿。上述应诉费用和侵权赔偿应由乙方承担。

第五条 乙方有义务制止一切泄露甲方商业秘密的行为，发现任何泄露或可能泄露商业秘密的情形，应当采取有效措施防止泄密进一步扩大，并及时向甲方报告。甲方鼓励严格遵守保密制度，鼓励主动防止和制止泄密、窃密行为，鼓励举报泄密、窃密行为对因保守企业秘密而行使职权的员工进行保护，对有功者实行奖励。

第六条 双方同意，乙方离职之后仍对其在甲方任职期间接触、知悉的属于甲方或者虽属于第三方，但甲方承诺有保密义务的技术秘密和其他商业秘密信息，承担如同任职期间一样的保密义务和不擅自使用有关秘密信息的义务，而无论乙方因何种原因离职。

第四节 保密期限与保密费

第一条 甲、乙双方确认，乙方的保密义务自本协议签订时开始，到该商业秘密公开时止。乙方是否在职，不影响保密义务的承担。

第二条 凡严格遵守本协议规定保守甲方商业秘密的职工均可享受甲方规定的保密费。保密费为月度劳动报酬中的一部分，在确定岗位技能报酬时一并列入，支付期限至双方最后劳动合同终止为止。

第五节 竞业禁止

第一条 乙方承诺，在本协议约定的竞业禁止期限内不直接或间接地以个人名义或以一个企业的所有者、许可人、被许可人、本人、代理人、雇员、独立承包商、业主、合伙人、出租人、股东、董事或管理人员的身份或以其他任何名义：

1. 成立从事竞争业务的组织；
2. 向竞争对手提供投资或任何服务。

第二条 乙方承诺，在本协议约定的竞业禁止期限内，未经甲方书面同意，将拒绝以下行为：

1. 雇佣、招揽或介绍已被甲方（或甲方的关联公司）雇佣的人员到其他公司工作；

2. 直接或者间接从事（无论是作为雇主、雇员、代理人、顾问或其他）与甲方的竞争对手有关的业务，或与甲方的竞争对手产生利益关系；
3. 联络、招揽、带走或导致甲方失去乙方在职期间与乙方有联系的或乙方所知晓的客户。

第三章 竞业禁止的期限、补偿

1. 乙方竞业禁止的期限为壹年，从乙方离职后第二日开始计算，即自 2016 年 07 月 02 日起至 2017 年 07 月 01 日止。
2. 甲方按照竞业禁止的期限，每月向乙方支付经济补偿税前人民币 41666.67 元（大写：肆万壹仟陆佰陆拾陆元陆角柒分）（不低于本协议应当适用的地方法规规定的竞业禁止的补偿标准）。个人所得税按照国家规定由甲方进行代扣代缴。
甲乙双方承认并同意对于乙方已履行的竞业禁止义务，上述经济补偿的数额是合理的。
3. 经济补偿将每月支付至乙方离职前领取工资所用银行账号；如该账号有变动，乙方承诺及时书面通知甲方，否则由乙方承担不利后果，且乙方仍应承担本协议约定的竞业禁止义务。
4. 在与乙方的劳动关系解除或终止之前，甲方可以选择免除乙方在本协议项下的竞业禁止义务。在乙方离职后并已经承担本协议项下的竞业禁止义务期间，若甲方要免除乙方的竞业禁止义务，甲方应当提前一（1）个月通知乙方并按比例将乙方在离职后履行竞业禁止义务期间应得到的经济补偿及时支付给乙方。若乙方在获得甲方通知前已经领取了经济补偿，并且其数额超过了乙方履行竞业禁止义务期间应得的数额，乙方应及时退还收到的经济补偿中超出应得数额的部分。

第四条 甲方有权对乙方离职后履行竞业禁止义务的情况进行监督与检查，乙方应当配合甲方的监督与检查，包括提供其人事档案存档机关出具的证明其劳动关系的证明文件；或提供证明其任职单位为某缴纳社会保险的证明文件及（或）交纳个人所得税的证明文件。

第五条 乙方保证，除非乙方已经书面向甲方说明，乙方在受甲方聘用期间直接或间接与前任雇主或其他人进行行业竞争的行为，并不违反乙方与前任雇主或者其他人签订的竞业禁止协议。

第六节 违约责任

第一条 乙方违反本协议约定的保密义务的，甲方有权立即停止支付保密费。乙方因违约行为所获得的收益应归甲方，因此给甲方造成损失的，乙方应当予以赔偿。同时，甲方有权解除劳动合同。

第二条 乙方违反本协议约定的竞业禁止义务的，甲方有权立即停止支付竞业禁止的经济补偿金，并要求乙方支付相当于其离职前 24 个月基本工资金额的违约金。同时，乙方应向甲方支付甲方所有为制止、调查违约行为所支付的合理开支包括但不限于律师费等，乙方因违约行为所获得的收益应归甲方所有。

第三条 若上述违约金不足以补偿甲方因此遭受的损失和损害的，甲方可依据中国相关的法律法规寻求其它救济措施，并要求乙方承担相关损失和费用（包括但不限于利润损失、商誉损失、业务机会损失）。

第四条 如果乙方的行为触犯刑法相关条文的，应当承担相应的刑事责任。

第七节 合同权利义务的终止

第一条 双方商定，出现下列情况之一的，本协议中保密条款的权利义务自行终止：

1. 乙方所掌握的甲方重要商业秘密已经公开。
2. 乙方死亡的。
3. 甲方法人（或者其他组织）终止，又没有承受其权利义务的人。

第二条 双方商定，出现下列情况之一的，本协议中竞业禁止条款的权利义务自行终止：

1. 本协议约定的竞业禁止期限已届满。
2. 乙方死亡的。
3. 甲方法人（或者其他组织）终止，又没有承受其权利义务的人。

第八节 争议的解决办法

第一条 因履行本协议而发生的纠纷，可以由双方协商解决。

第二条 协商不成的，任何一方都有权向甲方所在地人民法院提起诉讼。

第九节 其它

第一条 本协议为甲乙双方于 2011 年 4 月 22 日签订《劳动合同》的附件，是其不可分割的一部分，与其具有同等法律效力，关于乙方的保密与竞业禁止相关事宜，以本协议的约定为准。

第二条 对本协议的任何修改需得到双方的同意，并以书面形式达成。

第三条 甲方需要通知的信息发送至乙方的送达地址或者乙方指定的电子邮箱之日起经过 3 日，即视为乙方已经收到并知悉邮件内容，送达完成。乙方指定的电子邮箱地址：mch2004@gmail.com。

第四条 本协议的签订地为中国上海。本协议受中国法律管辖和解释。

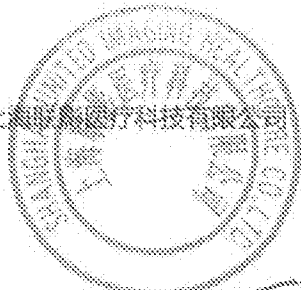
第五条 本协议自甲乙双方签字并加盖甲方公章之日起生效。

第六条 本协议一式贰份，具有同等法律效力，双方各执一份。

(以下无正文)

甲方：上海联影医疗科技有限公司

(盖章)



授权代表(签字)：

乙方：(签名)

签署日期： 年 月 日

签署日期：2016 年 7 月 13 日