**保密协议**

本协议由以下各方于2016年\_\_\_\_\_\_\_(日期) 签订：

（1）**M & P Investments Pte Ltd**，一家在新加坡成立的公司，注册地址位于111 Somerset Road #15-01 TripleOne Somerset，新加坡，邮编：238164（“PARKWAY”）；

（2）上海阔海投资有限公司**,**一家依据中华人民共和国法律成立并存在的公司，注册地址位于中华人民共和国上海浦东新区杨园南路116号3幢311室，邮编：201208（“上海阔海”）；

PARKWAY与上海阔海统称“披露方”；

# 与

（3）\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_【X 公司】，一家在\_\_\_\_\_\_\_\_\_\_\_\_\_\_【X国家】成立的公司，注册办事处位于\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_【地址】（“投标人”）。

**鉴于：**

1. 披露方邀请投标人参与成都医院开发项目（以下简称《医院》）的投标，以开展《医院》IT系统实施项目的招标（以下简称《招标》）。
2. 披露方已就在中国设立新的合资企业实体事宜进行协商，目前（本协议签订之日）其合资企业实体正在筹建中。（合资企业实体名称为：ParkwayHealth Chengdu Hospital Company Limited或披露方自行决定的其他名称）（以下简称《PCH实体》）。
3. 为便于《招标》的顺利实施，披露方将向投标人披露或提供有关医院业务和运营、计划和详情的保密信息（无论书面或口头形式），包括但不限于与医院或披露方研究、专有技术、产品计划、产品、服务、客户、市场、软件、开发、发明、新型知识产权、工艺、设计、图纸、工程、硬件配置信息、市场营销或财务状况等方面的信息（以下简称“保密信息”）。

鉴于披露方同意向投标人披露保密信息，本协议各方特此达成以下协议：

1. 投标人特此向披露方承诺对保密信息严格保密，除用于对《医院》的投标外，不以任何方式使用保密信息。未经披露方事先同意，投标人不得向任何其他人员（包括未参与《医院》投标的投标人内部员工）直接或间接披露保密信息。如根据法律要求必须披露保密信息，投标人必须在立即向披露方发出事先书面通知之后方可披露，且披露范围应为法律要求的最小披露范围。如投标人获悉任何误用或滥用保密信息的行为，投标人应立即以书面形式通知披露方。

1. 如果投标人（无论投标人或其员工）违反本协议的规定，对于因该等违约引起的任何性质的损失、成本、损害、费用、索赔、诉求、手续费、诉讼、程序或责任，投标人应负责赔偿披露方并使其免受损害。本协议规定不得解释为禁止披露方针对投标人采取任何进一步行动或寻求因该等违约其根据普通法或衡平法享有的任何其他救济，包括强制履行或追回损害赔偿。
2. 投标人仅允许其“需要了解”保密信息的员工获知并为投标目的使用保密信息。投标人应告知可访问保密信息的该等员工本协议所规定的义务，且在允许其访问保密信息前，该等员工须同意受本协议条款的约束。投标人应对其员工违反本协议条款的行为负责。
3. 经要求，投标人应立即向披露方交还保密信息（包括保密信息的副本）并销毁包含保密信息的所有其他副本（包括但不限于机读形式的资料）并向披露方提交销毁的证明。
4. 保密义务不适用于以下信息：（a）在披露方披露之时已进入公共领域的信息；（b）在向投标人披露之后，并非因投标人或任何其员工、代理或服务人员违约原因而进入公共领域的信息；（c）由不对披露方负有不向他人披露该等信息或数据的第三方向投标人披露的，且无保密或不使用义务的信息，或（d）投标人独立开发的信息。
5. 保密信息的所有权及保密信息的知识产权仅归披露方所有。除享有根据本协议使用保密信息的有限权利外，投标人不得根据本协议或通过本协议项下任何保密信息的披露获取任何所有权或知识产权。
6. 对于保密信息的关联性、完整性、准确性或充分性或保密信息的任何使用，披露方不做任何形式的陈述或保证。投标人应自行评估保密信息并确认投标申请书使用的准确性、完整性和适当性。
7. 本协议各方同意，金钱赔偿不足以补偿因违反本协议造成的损失。因此，如果发生违约或似将发生违约的行为，披露方（以及属于本协议利益相关方的披露方关联公司和附属公司）应享有衡平法上的救济，包括享有禁令救济或强制履行救济或同时享有禁令救济和强制履行救济。
8. 本协议各方为独立承包商，各方之间的关系不包括合伙企业、合资企业或代理关系。未经其他方事先同意，任何一方均无权作出任何形式的声明、陈述或承诺或采取将对其他方产生约束的任何措施。
9. 投标人同意，在《PCH实体》成立后，投标人将与《PCH实体》签署保密协议。
10. 本协议应受中华人民共和国法律管辖。
11. 如果本协议任何条款被具有管辖权的法院或其他法庭裁定为不可执行，本协议剩余部分仍应完全有效。

代表签字 )

M & P Investment Pte Ltd )

【输入姓名】

代表签字 )

上海阔海投资有限公司 )

【输入姓名】

代表签字 )

【X 公司 】 )

【输入姓名】

**Confidentiality Agreement**

The agreement is signed by the following parties in 2016 \_\_\_\_\_\_\_ (date):

(1) M & P Investments Pte Ltd, a company incorporated in Singapore with registered address: 111 Somerset Road # 15-01 TripleOne Somerset, Singapore, post code: 238164 ( "PARKWAY");

(2) Shanghai Kuo Hai Investment Co, Ltd, a company organized in accordance with the law of People's Republic of China, with its registered address at Room 311, Building 3, No. 116, Yangyuan Nan Road, Pudong New District, Shanghai, China, Post Code: 201208 ( "Shanghai Kuo Hai") ;

PARKWAY together with Shanghai Kuo Hai collectively called "Disclosing Party";

with

(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company X], a company in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Country X] established its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [address] ("Bidder").

Whereas:

(1) Disclosing Party invite the bidder to participate in the tender for Chengdu Hospital Development Project (hereinafter referred to as "Hospital") to carry out the "hospital" IT system implementation project bidding (hereinafter referred to as "Bidding").

(2) Disclosing Party has started negotiation of setting up new joint venture entity in China, the joint venture is under construction at present (the date when this contract is signed). (name of the joint venture: ParkwayHealth Chengdu Hospital Company Limited or other name decided by Disclosing Party) (hereinafter referred to as "PCH entity").

(3) In order to facilitate "Bidding", Disclosing Party will disclose or provide confidential information regarding hospital business and operations, plans and details to the Bidder (whether written or oral form), including but not limited to hospital or Disclosing Party research, proprietary technology, product plans, products, services, customers, markets, software, development, inventions, new intellectual property, technology, designs, drawings, engineering, hardware configuration information, marketing or financial status and so on (hereinafter referred to as "Confidential information").

In view of Disclosing Party agree to disclose confidential information to the Bidder, the parties of this Agreement hereby agree as follows:

1. The Bidder hereby promise to Disclosing Party to keep the confidential information strictly confidential, and won’t use the confidential information in any way, except for the tender to the “hospital”. The Bidder can’t disclose the confidential information to anyone else directly or indirectly without the prior consent of the Disclosing Party (including Bidder internal staff who are not involved in the "hospital" tender). If confidential information has to be disclosed according to legal requirements, Bidder must disclose only after immediately send prior written notice to Disclosing Party, and

the scope of disclosure should be the minimum required by law. If Bidder is informed of any misuse or abuse of confidential information, Bidder should immediately notify Disclosing Party in written form.

2. If Bidder (whether Bidder or its employee) violate the provisions of this Agreement, then for any losses, costs, damages, expenses, claims, demands, charges, litigation, procedures or liability caused by this breach of the agreement, Bidder should take the liability to compensate the Disclosing Party and make them against any damage. This Agreement shall not be construed as prohibiting Disclosing Party to take any further action against Bidder or seek any other relief due to the default in accordance with the Common Law or Equity Law, including specific performance or recovery of damages.

3. Bidder should only allow its staff who "need to know" confidential information to learn and use confidential information for the purpose of bidding. Bidder shall inform those staff who has access to read confidential information the obligations under this agreement, and those staff must agree to be bound by the terms of this agreement before they are allowed to access confidential information. Bidder shall be responsible for its staff in violation of the terms of this Agreement.

4. Upon request, Bidder should return the confidential information to Disclosing party immediately (including duplicate of the confidential information) and destroy all the other copies that contain confidential information (including but not limited to machine-readable data) with submitting proof of destruction.

5. The confidentiality obligation does not apply to the following information: (a) the information which has come into the public domain when Disclosing Party disclose it ; (b) the information which has come into the public domain not due to default by the Bidder or any of its staff, agency or attendant after Disclosing Party disclose to the Bidder (c) the information which is disclosed by the third-party-bidder who isn’t obligated not to disclose these information or data to other people, and without confidentiality or non-use liability ,or (d) the information independently developed by Bidder.

1. The ownership and intellectual property of the confidential information is only owned by Disclosing Party. In addition to enjoy a limited right to use confidential information in accordance with this Agreement, the Bidder shall not acquire any ownership or intellectual property rights by disclosure of any confidential information under this Agreement or pursuant to this Agreement.
2. Disclosing Party won’t make any kind of statement or warranty for the relevance, completeness, accuracy or adequacy or any use of the confidential information. Bidder should make their own assessment of confidential information and ensure the accuracy, completeness and appropriateness of the use of tender application.
3. The parties agree that money is not sufficient to compensate for the damages caused by the breach of this Agreement. Therefore, if the default occurs or seems going to occur, Disclosing Party (and the Disclosing Party affiliates and subsidiaries that are stakeholders of this agreement) should have equitable relief, including injunctive relief or specific performance remedies, or both injunctive relief and specific performance remedies.
4. The parties under this Agreement are independent contractor, the relationship between the parties are not partnership, joint venture or agency. Without the prior consent of other party, none of the parties has the right to make any kind of statement, representation or promise or to take any other measures that will cause constraints to other party.
5. Bidder agrees that after the establishment of the "PCH entity", the Bidder will sign confidentiality agreement with the "PCH entity".
6. This Agreement shall be governed by the laws of People's Republic of China.
7. If any provision of this Agreement is adjudicated to be unenforceable by the court of competent jurisdiction or other tribunal, the remainder of this Agreement shall remain in full force and effect.

Signature)

M & P Investment Pte Ltd)

[Enter your name]

Signature)

Shanghai Kuo Hai Investment Co., Ltd.)

[Enter your name]

Signature)

[Company X])

[Enter your name]