**NONE DISCLOSURE NONE COMPETE AGREEMENT**

**THIS AGREEMENT,** made this 7th\_ day of *June\_ 2022*  between Alero Ayanru and Vay Business Solutionshereinafter referred to as ***Independent Sales and Marketing Agent***  (ISMA) and ***HealthCare800, AdvanceQT, Stallion Technologies Ltd,***  and its Partners [hereinafter referred to as ***“Corporation or Company”***] a Provider of Innovative IT Health Care and Technology Development Products.

**WHEREAS** The Corporation intends to engage Agents under this Agreement in the use of technology information products of Healthcare800, AdvanceQT some in development, others fully formed, and notes as follows:

1. Engagement: Corporation is interested in engaging Agents to perform services relating to our online products, along with other existing products in the field of business or clients leads, online professional searches, which the Company has disclosed or may disclose now and in the future.
2. **Definition of Confidential Information.**  “Confidential Information” means any oral, written, graphic, text or machine-readable information which appears to a reasonable person to be confidential or proprietary information.

**3.** **Nondisclosure of Confidential Information**

1. ISMA agrees not to use any Confidential Information disclosed by the Company for its own use. ISMA shall not disclose or permit disclosure of any Confidential Information of the Company to any of its own Company use or other related or none related third parties’ entities or individuals, other than directors, officers, employees, consultants, and agents who are approved by the Company.

 **No Duplication; Return of Materials and Non Compete Clause.**  ISMA agrees, except as otherwise expressly authorized by our Company, not to make any copies or duplicates of any Confidential Information and not to use any information obtained or learned in association or collaborative efforts with Corporation for his own business organization, or a third-party organization, while contracted with Corporation and upon termination of a contract with Corporation for a period of 12 months. The corporations would seek to obtain all monetary gains, and good will obtain by ISMA for such unauthorized disclosure.

**No Rights Granted.**  Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed in the

names by the undersigned officers, the same being duly authorized to do so.

By: Alero Deborah Ayanru                                                           Date: 8/06/2022

By:\_\_\_Dan E. Austin MD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_6/9/2022\_\_\_\_\_\_\_\_\_

**HealthCare800, AdvanceQT, Stallion Technologies Ltd or** Authorized Representative of the Corporation

Electronically signed as dated