


names by the undersigned officers, the same being duly authorized

Date 26th May 2021

By: Imenso Software Solutions Pvt Ltd



 Date: 5/27/21

By: Stallion Technologies Ltd or Authorized Representative of the Corporation

**THIS AGREEMENT**, made this 26th day of *May 2021* between Imenso Software Solutions Pvt Ltd [hereinafter referred to as *IT Programming Partner (IPP)*] and *Stallion Technologies Ltd*, [hereinafter referred to as “*Corporation or Company*”] a Provider of Innovative IT Health Care Services and Technology Development Products.

**WHEREAS**, The Corporation intends to partner with one or more businesses, and the parties agree that the primary items of information which is subject to confidentiality under this Agreement are technology development concepts, medical technology information relating to intellectual properties of Healthcare800, AdvanceQT, TTimes World, QuestCts, Medicrus, Quest Jobs, Iprops Store and other products in development, as well as patients and clients information which may be shared, so as also to protect the patient's medical record and our clients information as required by medical ethics and civil laws.

1. Corporation is interested in engaging partners to perform certain creative services relating to our new products, along with other existing products in the field of health care electronic records, IT Programming, IT Network, IT in areas of health, entertainment, Professional and Business online search, connection with clients and patients for services, information and other business sectors (illustration, Design graphics or textual materials), business or professional online electronic clients leads, online business clients professional searches, appointments, professional and business clients transactions and office, mobile and facility operational tools and platforms, Clients and Patients online Accounts for multiple purpose uses to include medical records, business transactions documentations and records, as well as other related IT innovative products with which the Company has disclosed or may disclose now and in the future its Confidential Information (as defined below) to Partners and signing parties of this agreement.

2. Definition of Confidential Information. “Confidential Information” means any oral, written, graphic, text or machine readable information including, but not limited to, that which relates to trademarks, copyrights, research, technology, product plans, products, developments, inventions, processes, designs, drawings, concepts, themes, services, customers, business plans, marketing or finances of the Company, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 12 months for none other contracted engagement of both parties) after the disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

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

- a. IPP agrees not to use any Confidential Information disclosed by the Company for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of this collaborative meetings only. IPP 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, which may be affiliates of Recipient, other than directors, officers, employees, consultants and agents who are approved and need such information in order to enhance or make a determination related to our two companies collaborative efforts in this negotiations..

#### **No Duplication; Return of Materials and Non Compete Clause.**

IPP here by covenant with Corporation 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, or obtain consultancy to another organization in competitive or noncompetitive line of business. IPP 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, which may be affiliates, other than directors, officers, employees, consultants and agents who are approved and need such information in order to enhance or make a determination related to our two companies' collaborative efforts in this engagement process. Once any engagement working relationship is entered, IPP may not provide any existing developed programs/IT materials and or a new developed IT programs/ material for its own use or other clients, however IPP may only use their assigned or developed materials for show or in presentation to their prospective customers to display their previously completed work. In such cases IPP must clarify that such materials are the intellectual and physical property of owners or Corporation and not property of IPP.

**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, nor shall this Agreement grant Recipient any rights in or to the Company's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Recipient understands that nothing in this Agreement (a) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at the Company's option, or (b) requires the Company to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.