

## IT EMPLOYMENT CONTRACT AND NONE DISCLOSURE AGREEMENT

**THIS AGREEMENT**, made this 19th day of November, 2017 effective on the 21st day of November, 2017 between Wesley McKee [hereinafter referred to as "**IT HealthCare Sales and Marketing Specialist**"] as a worker/ Employee (ITP or ITSMS) ], and **Health Care Service Solutions Llc** and its Partners [hereinafter referred to as "**Corporation or Company**"] a Provider of Innovative IT Health Care Technology Services.

This contract is for a period commencing November 21st, \_\_\_\_\_, 2017, for a period of 12 months, after which will automatically renew every 12month thereafter, except as otherwise renegotiated, extended, amended to update terms of contract or termination on or before end of term.

### **WITNESSETH:**

**WHEREAS**, The Corporation contracts with one or more employees or Independent Contractors to provide work, sales, Marketing and technology related duties for the Corporation.

**WHEREAS**, The Employee is willing to deliver and or arrange for the delivery of such services on the terms specified herein.

### **I. DELIVERY OF SERVICES**

**1.1 Provision of Services.** Employee shall provide top quality IT Sales and Marketing development work for the Corporation and shall at all times conduct themselves with the highest professional standard and shall not perform any procedure or render any work that is not permitted by law, statute or regulation applicable to highest professional standards.

**1.2 Hours of Service Delivery.** Corporation shall set all administrative office operations which is herein set as agreed.

### **II. COMPENSATION AND RELATED TERMS**

#### **1. Compensation.**

A. For services rendered by Employee during the Term, Corporation shall pay a starting rate of Forty Thousand annual salary \$40K plus 15% commission on all sales generated to the company. All such commission shall exclude sales designated as part of base pay and will only include sales made in excess of required base pay sales. Salary will commence for a full time work after successfully completing a 6 weeks training period in sales and marketing. During training period candidate will work for approved hours of work as set by the corporation and an hourly rate with

commission which would be provided to candidate in an offer letter. Upon completion of 6 weeks training, candidate may be accepted to proceed to full time duty in Sales and Marketing or as otherwise designated.

## 111. TERMS OF CONTRACT

**1. Use of Names for Marketing/Proprietary Health Technology Concepts.** The ITPA/ITSMS Employee agrees to permit the Corporation to utilize the name of ITPA/ITSMS in forms of advertising and identification of products designed when deemed necessary by Corporation. Many marketing concepts, affiliate marketing partners, General IT concepts, IT health care technology, advertising IT concept in health care, Patient care IT and other none IT technology development concepts of the Corporation are hereby declared as proprietary business privilege that during the course of the services of this contract, ITPA/ITSMS may come to have knowledge of such concept/s. ITPA/ITSMS shall not disclose such information to a competing organization/s, other Health Care Provider/s or use such information for ITPA's own business development without prior notice and written authorization of the Corporation. ITPA/ITSMS agrees that while employed or contracted to consult with Corporation under this contract all technological, health development concepts, IT, advertising concept developments used or provided during the course of their duties are corporate proprietary information. ITPA/ITSMS would not attempt to use or solicit staffs, patients or attempt to transfer or move to another Competitor group or medical organization or provider services where ITPA/ITSMS is presently or previously or intends to be affiliated while this contract is in effect or upon termination of this contract. ITPA/ITSMS agrees that any violation of this section the corporation reserve the right to seek repayment and or monetary damages that would include all salaries paid for the term of this employment, future percentage of monies that could be obtained by the Corporation for the breach of such privilege information and monies obtained directly or indirectly by ITPA/ITSMS from such services or use of such proprietary information.

**2. Other Confidential Information.** Generally, the parties agree that the primary items of information subject to confidentiality under this Agreement are: medical information relating to individual patients, so as to protect the patient's medical record as required by medical ethics and law.

### 3. Non-disclosure, Non Compete and IT Product Ownership Agreement

1. Corporation is interested in engaging ITPA/ITSMS to perform certain creative services relating to a new product, along with other existing products in the field of electronic, IT Programming, IT Network, IT Print entertainment (illustration, Design), with which

the Company has disclosed or may disclose now and in the future its Confidential Information (as defined below) to ITPA/ITSMS.

2. **Definition of Confidential Information.** “Confidential Information” means any oral, written, graphic or machinereadable 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 thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

3. **Nondisclosure of Confidential Information**

(a) ITPA/ITSMS 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, the work assigned. ITPA/ITSMS shall not disclose or permit disclosure of any Confidential Information of the Company to any third parties or, if ITPA/ITSMS is an entity, to affiliates of Recipient, other than directors, officers, employees, consultants and agents who are approved and authorized by the company required to have the information in order to carry out the duties authorized by the Company.

**No Duplication; Return of Materials and None Compete Clause.**

Recipient agrees, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by the Company to Recipient in connection with the Relationship shall be promptly returned by ITPA/ITSMS, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of the Company;. **ITPA/ITSMS agrees that numerous vital client Company business concepts, secrets and know how would hereby be exposed to ITPA/ITSMS during the course of the contract work and subsequent improvements, hence ITPA/ITSMS agrees to a none compete clause, and would not attempt to commence or support a competitor business, or provide consultation to another company to commence business or an existing business in related product or service line of Client Company.**

4. **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.
5. **Independent Contractors, Employees and Product ownership.** The Company and Recipient are independent contractors or Employees, and nothing contained in this Agreement shall be construed to constitute the Company and Recipient as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. **The Product here to be produced by the Employee/contractor work is understood as a design and property of Health Care Services Llc and its Affiliates. The concept provided to ITPA/ITSMS to design, develop marketing, sales concept and once designed and construction of the product is complete along with prospective updates, product/s will remain the property of Client Company.**

**IV. TERM AND TERMINATION.** Agreement shall commence on the Effective Date and shall be in force and effect for (12) months after the effective date. Upon initial renewal for all such specified renewal period and every renewal afterwards.

**4.1 Negotiation of Contract Renewal or Continued Services.** Not later than Thirty (30) days prior to the termination date, any party wishing to terminate this Agreement shall serve notice in writing of such intention and the new terms offered. Both parties shall agree on such terms within 30 days or the original terms shall apply. All other interim negotiations by the corporation with ITPA/ITSMS shall occur upon a 30 days' notice as specified, all such terms shall become effective after the 30 days of that notice.

**4.2 Termination for Cause.** In the event that the ITPA/ITSMS fails to keep, observe or Perform the duties, any covenant, term or provision set by the Corporation the ITPA/ITSMS hereby acknowledges that the Corporation maintains the right to terminate the employment at anytime under the terms deemed best for the Corporation. The Corporation hereby acknowledges that such termination will be consistent with the terms of this contract and not in violation of Federal Labor laws.

**4.3 Voluntary Termination.** A request to terminate this Contract with cause may be sent by ITPA/ITSMS upon a Thirty days (30) days written notice to the Corporation, specifying portion of Contract that applies to such termination. Upon review of such request employer may grant such request or decline. The ITPA/ITSMS cannot terminate this Agreement prior to the period specified in the Agreement except as otherwise negotiated

with employer. Employer may request part or whole remuneration for all payment/s made to ITPA/ITSMS during the term of this contract.

**4.4 None Compete Clause.**

As part of the necessary elements of Corporation to Protect sensitive Technology development concept exposed in this Agreement with ITPA/ITSMS and as required by the terms of this contract, ITPA/ITSMS agrees that he/she shall not work with another Corporation or competitor Company involved in the same product or service line, while this contract is in effect and for a period of 2years from termination of this contract. ITPA/ITSMS agrees to refrain (would not work) with a competitor Company involved with same or similar products, and that any violation of this section the corporation reserve the right to seek monetary damage that would include salaries paid for the term of the contract, all future monies obtain by ITPA/ITSMS from such work and direct or collateral monies that could have been obtained by Corporation from such work and product breech resulting from such work .

**4.6** ITPA/ITSMS further agrees that during the Term and upon termination or discontinuing work with Company following the expiration of the Term or earlier termination of this Agreement for any reason whatsoever, ITPA will not, directly or indirectly: (1) induce, or attempt to induce, any employee to quit employment or contract with Company; (2) interfere with or disrupt Company's relationship with other employees, Clients of Corporation, other providers, hospitals and hospital employees; or solicit, entice, take away or employ or contract any person away from the Company.

**V. CONTRACT TERMS**

**5.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the State of Virginia.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

By:   
Wesley McKee (IT Sales/Marketing)

Date: November 21, 2017

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Health Care Service Solution Llc or** Authorized Representative of the Corporation