

## NONE DISCLOSURE NONE COMPETE AGREEMENT

**THIS AGREEMENT**, made this 31st day of July 2023

between **Nelson Umezurike**, hereinafter referred to as *Employed Staff Agent* and *AdvanceQT, Stallion Technologies Ltd*, and its Partners [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 some in development, others fully formed, 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 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 and 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.

**0. 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**

CPC 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. CPC 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.** Recipient agrees, except as otherwise expressly authorized by our Company, not to make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by the Company to CPC or potential Partner Company in connection with the Relationship shall be promptly returned, 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;

CPC 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 none competitive line of business while engaged in training, or work in Agency contract with Corporation and also upon termination of a contract with Corporation for a period of 5 years. However if such relationship of CPC and Corporation result from training without a successful contract, CPC would not use such information derived in the training process for 12 months after the training period. The corporations would seek to obtain all monetary gains, and good will obtain by CPC in addition to all other legal means available to the Corporation.

**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.

**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: \_\_\_\_\_

Date: 14<sup>th</sup> August, 2023

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