

**CONFIDENTIALITY AND PROFESSIONAL CONDUCT AGREEMENT
For Contract Employees**

Creare desires to disclose certain proprietary and confidential information (“Proprietary and Confidential Information”) to Contract Employee (as defined herein) during engagement with Creare. This Agreement is intended to formalize in writing certain understandings and procedures with respect to my engagement or continued engagement by Creare. I, Jacob S. Lefler, 2721 Woodedge Road, Silver Springs, MD 20906 (“Contract Employee”), acknowledge and agree that:

A PROPRIETARY AND CONFIDENTIAL INFORMATION COMMITMENTS

1. Definition. During my engagement by Creare, I will have access to and/or may become familiar with various proprietary and confidential information (“Proprietary and Confidential Information”) of Creare, Creare's clients, and other third parties, including but not limited to trade secrets; customer lists; customer preferences; prospect lists; sales and marketing strategies; product lists; price information; financial information; pending projects and proposals; system, component, and program designs; system, component, and program documentation and diagrams; program source and object code; database designs; database documentation and diagrams; technical architecture design and documentation; engineering designs, blueprints, and documentation; system development techniques, processes, and documentation; software design and development standards; employee training, salary, and benefit information. I shall not make any duplication or other copy of the Proprietary and Confidential Information, except as is essential to my obligations under this Agreement.

2. Disclosure of Proprietary Information During Engagement. During my engagement, I shall disclose Proprietary Information only to: (1) Creare employees who are bound by a confidentiality agreement relating to this Proprietary Information; (2) authorized employees of a client that owns the specific Proprietary Information; or (3) other third parties following receipt of written authorization from a duly authorized representative of Creare. I shall notify Creare immediately of any person, company, or entity to whom unauthorized disclosure has been made of the Proprietary Information.

3. Disclosure of Confidential Information During Engagement. During my engagement, I shall disclose Confidential Information only to: (1) Creare employees who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a confidentiality agreement relating to this Confidential Information; (2) authorized employees of a client that owns the specific Confidential Information; or (3) other third parties following receipt of written authorization from a duly authorized representative of Creare. I shall notify Creare immediately of any person, company, or entity to whom unauthorized disclosure has been made of the Confidential Information.

4. Ownership, Uses, and Protection. Proprietary and Confidential Information is owned by or given to Creare for its sole use and shall continue to be owned or controlled by Creare. During my engagement, I agree not to use such information for any purpose other than to



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further the interests of Creare and to keep the information confidential. I agree to adopt and comply with Creare's procedures and policies covering protection of Proprietary and Confidential Information. I also will not remove any proprietary, copyright, trade secret, or other legend from any form of Proprietary and Confidential Information.

5. Disclosure and Use After Engagement Ends. After my engagement ends, I agree to: (1) not divulge the Proprietary and Confidential Information and (2) not use, directly or indirectly, the Proprietary and Confidential Information in any manner. However, I shall not be prohibited from using information which is a matter of public knowledge or from another source that is under no obligation of confidentiality to Creare.

6. Former and Current Employer Proprietary and Confidential Information. During my engagement by Creare I will not improperly use or disclose any proprietary or confidential information of any former or current employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of Creare any unpublished documents or any property belonging to any former or current employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former or current employer or person. I represent and warrant that my relationship with Creare will not cause or require me to breach any obligation to, or confidence related to confidential, trade secret or proprietary information with any other person, company or entity.

7. Return of Documents. When I end my engagement with Creare, I will deliver to Creare any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all paper and electronic copies thereof, and any other material containing or disclosing any Proprietary or Confidential Information of Creare or Creare's clients and other third parties whose Proprietary or Confidential Information Creare is obligated to protect. Prior to leaving, I will cooperate with Creare in completing and signing Creare's termination statement (Exhibit A).

8. Export Control. Proprietary and Confidential Information supplied under this Agreement is subject to the export control laws and regulations of the United States of America. I agree not to disclose, export or re-export any such information obtained hereunder or the direct product thereof to any person where such disclosure would violate the export control laws and regulations of the United States of America.

B GENERAL

1. The obligations contained in this Agreement that by their nature survive beyond termination of my engagement (regardless of the reason for the termination) shall remain in effect until fulfilled.

2. Nothing in this Agreement shall guarantee my continued engagement with Creare.

3. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of New York.

4. This document contains the entire Agreement between the parties and supersedes any previous oral or written understandings, commitments or agreements pertaining to the



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subject matter hereof. This Agreement shall not be modified or changed in any manner except in a writing signed by both parties. If a court of competent jurisdiction finds any of the provisions hereto so overbroad as to be unenforceable, such provisions may be reduced in scope by the court to the extent it deems necessary to render the provision reasonable and enforceable.

5. This Agreement shall inure to the benefit of Creare and its successors and assigns. I agree that I may not assign this Agreement or any of my rights or obligations under this Agreement.

6. I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

AGREED TO AND ACCEPTED:

CREARE LLC

Jacob S. Lefler

By_____

By_____

Name Robert Kline-Schoder
(please print or type)

Name_____
(please print or type)

Date_____

Date_____



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EXHIBIT A

CONFIDENTIALITY AND PROFESSIONAL CONDUCT AGREEMENT TERMINATION STATEMENT For Contract Employees

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Creare.

I further certify that I have complied with all the terms of Creare's Confidentiality and Professional Conduct Agreement signed by me, including the reporting of any inventions or original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that Agreement, if applicable.

I further agree that, in compliance with the Confidentiality and Professional Conduct Agreement, I will preserve as confidential all trade secrets; customer lists; customer preferences; prospect lists; sales and marketing strategies; product lists; price information; financial information; pending projects and proposals; system, component, and program designs; system, component, and program documentation and diagrams; program source and object code; database designs; database documentation and diagrams; technical architecture design and documentation; engineering designs, blueprints, and documentation; system development techniques, processes, and documentation; software design and development standards; employee training, salary, and benefit information (within the limits of applicable state and federal laws); and any other Confidential or Proprietary Information pertaining to any actual or demonstrably anticipated business or research and development of Creare or any of its clients, consultants, or licensees.

Date _____

(Contract Employee's Signature)

Jacob S. Lefler