

AGREEMENT

AGREEMENT, dated as of November 10, 2016, between C [REDACTED] STEMS INC., a New York corporation ("Galaxy"), and [REDACTED]nth [REDACTED]asu ("Consultant Employee").

WITNESSETH:

WHEREAS, Galaxy and [REDACTED] Inc., a corporation with offices at 3030 Gettysburg Rd., Camp Hill, PA 17011, (the "Consultant") entered into an agreement, dated April 12, 2016 (the "Master Agreement"), pursuant to which Consultant is to provide Galaxy with qualified technical personnel to perform programming and other computer-related services to Galaxy and/or clients of Galaxy (each a "Client"). A copy of the Master Agreement is attached hereto;

WHEREAS, Galaxy and Consultant have identified Consultant Employee as an appropriate individual to perform services to Galaxy and/or Client in furtherance of Consultant's obligations under the Master Agreement. For the purposes of this Agreement, the Client is GalaxE.Healthcare Solutions, Inc. / Johnson & Johnson Services, Inc.;

WHEREAS, Galaxy and each Client, in furtherance of their respective businesses, create and utilize secret and confidential information, the nature of which is more fully described below;

WHEREAS, Consultant Employee, in providing services for or on behalf of Galaxy and/or any Client, will have access to secret and confidential information owned by Galaxy and/or Client, which shall not be disclosed to any third party;

WHEREAS, it is an essential and continuing condition of Galaxy's and each Client's businesses that certain nondisclosure terms and conditions (as specified below) be agreed to by all who have access to such secret and confidential information;

WHEREAS, Consultant Employee, in providing services for or on behalf of Galaxy and/or Client, acknowledges that it will invent, create, develop and/or modify, under the direction and control of Galaxy or Client, certain Work Product (as defined in Paragraph 1.1(a) below), which shall be owned, in whole and in part, by Galaxy or Client, as the case may be;

WHEREAS, Consultant Employee acknowledges that Galaxy or Client, as the case may be, is the sole and exclusive owner of all right, title and interest in the Work Product, has the right to use the Work Product in whole or in part, and may further add to it, modify it, or combine it with any other programs for any reason as Galaxy or Client sees fit (including without limitation, for multiple purposes and projects, to create derivative works, and to distribute various versions and derivatives of the Work Product to third parties) without further compensation to Consultant Employee;

WHEREAS, to protect Galaxy's and Clients' Work Product, as well as Galaxy's business, and as a condition to being hired by Galaxy, Consultant Employee agrees to abide by certain non-compete obligations as set forth in this Agreement; and