

## TO MASTER TEMPORARY HELP COMPANY AGREEMENT

### PROTECTION OF CONFIDENTIAL INFORMATION

While providing services to Avanade in connection with Avanade's provision of information technology and related services to Client pursuant to the Prime Contract, Avanade and/or Client may disclose to you certain proprietary, copyrighted, and trade secret information in oral, written, or electronic form relating to Avanade's or Client's past, present and future research, development, business activities, products, and services, which is confidential to Avanade and/or Client ("Confidential Information"). In consideration of such disclosure, you agree as follows:

- 1 You will not disclose the Confidential Information in any manner to any third party.
- 2 You will not copy any Confidential Information for any purpose without Avanade's express prior written consent.
- 3 Nothing in this Agreement shall prohibit or limit you from using information you can demonstrate is (i) previously known to you, (ii) independently developed by you, (iii) acquired by you from a third party not under nondisclosure obligations to Avanade, or (iv) which is or becomes part of the public domain without your breach.
- 4 Avanade grants no license under any trade secrets, copyrights, or other rights by this Agreement or any disclosure of Confidential Information hereunder.
- 5 You acknowledge that any information regarding the rate(s) or other terms of remuneration agreed upon between Avanade and Company and between Company and you is Confidential Information for the purposes of this Agreement and you shall not disclose, directly or through another party, any such rate information and other terms of remuneration to any third party, including Avanade's Client.
- 6 You acknowledge that the Confidential Information disclosed to you hereunder is owned solely by Avanade and/or Client and that the threatened or actual breach of this Agreement would cause Avanade and/or Client irreparable injury for which monetary damages would be inadequate. You agree that Avanade shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of this Agreement. You shall be responsible for all costs incurred enforcing the terms of this Agreement.
- 7 The Agreement shall become effective as of the date any Confidential Information is first made available to you and shall survive return of the Confidential Information to Avanade.
- 8 Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Contractor hereby represents and agrees that it has read and will act in a manner consistent with the ethical and professional standards of Avanade set forth in the Avanade Code of Business Ethics. The standards of the Avanade Code of Business Ethics also include promptly reporting unlawful, fraudulent or unethical conduct. Avanade has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct.

A copy of the Avanade Code of Business Ethics can be found at the following address:

<http://www.avanade.com/pdf/Avanade%20Code%20of%20Business%20Ethics%20-%20October%202009.pdf>

I hereby further understand, represent and agree that I am not an employee on Avanade's regular employee payroll, therefore by reading and complying with the Avanade's Code of Business Ethics this does not change my employment or independent contractor status with Company or render me an Avanade employee, nor does it provide me any rights or privileges of employment with Avanade, or confer upon me or otherwise make me eligible for Avanade employee compensation or benefits.

Agreed and Accepted:

Emil Ravinov

Date: August \_\_\_\_, 2011 22nd Century  
Technologies, Inc.

**TO  
MASTER TEMPORARY HELP COMPANY AGREEMENT**

**USE AND RETURN OF AVANADE EQUIPMENT**

I hereby acknowledge that I shall have access to Avanade ("Avanade") or Avanade's Client's ("Client") equipment and/or systems. This equipment may include, but is not limited to, laptop/s, computer/s, cell phone/s or fax machine/s ("Equipment") for use on an Avanade project to which I have been assigned by my employer or where I'm an independent contractor by the entity that has contracted with me, 22nd Century Technologies, Inc. ("Company").

I understand that this Equipment remains the property of Avanade or its Client and that it has been provided to me only for use related to my work for Avanade. I understand and agree that I am responsible for the Equipment and must return it to Avanade immediately upon Avanade's request or upon the termination, for any reason, of my assignment at Avanade.

**I understand that my use of the any Equipment is governed by the policies and procedures which have been communicated to me by Avanade and/or Company from time to time. I further understand that Avanade has the right to monitor any and all aspects of my use of all Equipment, including any computer, and I agree that I do not have an expectation of privacy in my use of the any Equipment or any computer, including anything I create, send, or receive on such Equipment or computer.**

I agree to indemnify and hold harmless Avanade and/or Client against all losses and expenses of Avanade or Client arising out of or resulting from the misappropriation or loss by me of, or any damage to, the Equipment from this date through the date and time when I return the Equipment to Avanade. I understand that I will not be required to indemnify Avanade or Client for any loss or damage to the Equipment resulting from a manufacturing defect.

I authorize Company to deduct an amount equal to the value of the Equipment and any necessary expenses from any payments due to me in the event I fail to return the Equipment as required by this agreement, or if the Equipment is lost or damaged prior to my returning it to Avanade or Company. If I leave the assignment with Avanade, for any reason, and the total of such deductions is less than the total amount owed to Avanade, I agree to

pay the balance owed to Avanade within thirty (30) days of the end of my assignment. I further agree that in the event I do not reimburse Avanade the full amount I owe within that thirty (30)-day period, I will also be required to pay Company's, Avanade's or Client's reasonable costs of collecting the amount, including reasonable attorneys' fees.

Agreed and Accepted:

Emil Ravinov

Date: August \_\_\_\_, 2011  
2nd Century  
Technologies, Inc.