

Employment Agreement

**THIS Employment Agreement dated this 1st day of July 2018  
BETWEEN:**

New Gen Admin Services  
(the Employer of Company)  
OF THE FIRST PART

- AND -

Jason Ty Nguyen

(the "Employee")  
OF THE SECOND PART

**Whereas:**

- A. The Employer is duly incorporated, organized and existing under the laws of the State of Wyoming,
- B. The Employer currently employs the Employee and this agreement will supersede any prior agreements.
- C. The Employer desires to employ the Employee, and the Employee desires to continue being employed by the Employer.
- D. The Employer and Employee desire to enter into an Employment Agreement ("Agreement") dated the 1<sup>st</sup> day of July 2018

**IN CONSIDERATION OF** the premises and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Commencement Date and Term**

- 1. This Agreement and the Employee's employment by the Employer hereunder, shall commence effective **July 1<sup>st</sup>, 2018** (the 'Commencement Date'). The Employee releases any and all claims, warrants, or covenants related to any prior period employment by the Employer,. The Employee and Employer agree to waive any contemplated probationary period (the 'Probationary Period') from the Commencement Date during which time either the Employer or the Employee may immediately terminate this Agreement without cause and without notice.
- 2. Subject to termination as provided in this Agreement, the term of this Agreement will be for an initial period of **three years** commencing on the Commencement date. At the expiration date of this Agreement, this Agreement will be considered to be renewed for regular terms of one year each, under fulltime employment, provided neither party submits a notice of termination in accordance with this Agreement and that the position and terms of employment have been agreed to, by an agreement that shall supersede this Agreement At the expiration date of this Agreement

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Employer                  Employee

and at the end of each one year term going forward, Employee has the opportunity to request a salary, bonus, and option review. The parties acknowledge that various provisions of this Agreement will survive past termination of employment.

3. **At-Will Employment.** The parties agree that the Employee's employment with Employer will be "at-will" employment and may be terminated at any time by either party with or without cause or notice, and without any liability or obligation except as may be expressly provided herein. The Employee understands and agrees that neither his job performance nor promotions, commendations, bonuses or the like from Employer give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of his employment with Employer.
4. If the Employer terminates employment of the Employee at any time during this Agreement, for any reason except for those acts by Employee to be considered "Cause" (as defined below), the Employer agrees to provide Employee with **24 month's** Base Compensation and **24 month's** Employee Benefits value.
5. If the Employee terminates employment of the Employer at any time during this Agreement, for reasons defined below as "Good Reason" or "Change of Control", the Employer agrees to provide Employee with **24 month's** Base Compensation and **24 month's** Employee Benefits value.

#### Position and Duties

6. The Employer agrees to employ the Employee as **Chief Executive Officer** to perform the duties and responsibilities normal to this position and as outlined in the attached job description and the Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of, and act pursuant to the orders, advice and direction of the Employer. Employee will report directly to the Board.
7. The Employee will perform any and all duties now and later assigned to the Employee by the Employer. The Employee will also perform such other duties as are customarily performed by one holding such a position.
8. The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

#### Employee Compensation

9. For the services rendered by the Employee as required by this Agreement, the Employer will pay to the Employee Base Compensation as follows on an annualized basis:
  - **Full Time Year One: \$US 390,000**
  - **Full Time Year Two: \$US 430,000**
  - **Full Time Year Three: \$US 470,000**
10. In addition to the Employee's Base Compensation, an additional bonus of a maximum of **100%** of this base wage will be payable upon meeting certain parameters (performance goals to be set jointly) and participation in any commission or sales bonus structure approved by the board for executive management from time to time.
11. The Employee will be awarded a bonus of **\$250,000** upon the assignment to the Company of any patents pending that are awarded to the Employee during his employment and a **5% royalty** on proceeds related to licensing the patent for the period of the patent.

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Employer                      Employee

12. The Employee will be awarded a total of at least 10% options on the date of establishment of the Stock Option Award Program at a FMV exercise price. The options will vest starting with 50% to be vested on grant date, followed by 25% of grant to be vested every year until all options are fully vested.
13. The Employee understands and agrees that any additional compensation to the Employee (whether a bonus or other form of additional compensation) will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to additional compensation by reason of the Employee's employment.
14. All Employee compensation will be subject to deductions for income taxes, Employee Insurance and other deductions may be permitted or required.

**Employee Benefits**

15. The Employee will have access to a group benefits plan providing services of health care benefits and basic dental care. The cost of these benefits will be shared between the Employee and the Employer, which shall be per Company policy. The Company will reimburse the cost of short term and long term disability if not covered in the standard Company benefits.
16. The Employee will be entitled to a car allowance of \$1,500 or a Company leased or owned vehicle during employment.
17. All benefits provided by the Employer are in the Employer's sole discretion and are subject to change, without compensation, upon the Employer providing the Employee with 30 days written notice of such change to the benefits.
18. The Employee will be entitled to **40** business days per year paid time off plus all United States Federal Holidays. All unused paid time off will be carried over and payable upon termination.

**Confidential Information**

19. The Employee acknowledges that in any position the Employee may hold in and as a result of the Employee's employment by the Employer the Employee will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Employer and which information is the exclusive property of the Employer, including, without limitation, processes, formulae, business practices and customers lists.
20. In this Agreement 'Confidential Information' means all data and information relating to the business and management of the Employer, including proprietary and trade secret technology and accounting records, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customers.
21. Confidential Information will also include any information that has been disclosed by a third party to the Employer and governed by a non-disclosure agreement or confidentiality obligations entered into between the third party and the Employer.
22. Confidential Information will not include information that: is generally known in the industry of the Employer; is now or subsequently becomes generally available to the public through no wrongful act of the Employee; the Employee rightfully had in their possession prior to the disclosure to Employee by the Employer; is independently created by the Employee without direct


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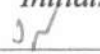
or indirect use of the Confidential Information or other resources of the Employer; or the Employee rightfully obtains from a third party who has the right to transfer or disclose it.

23. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development, but specifically excluded herein;
24. 'Computer Software' which means computer software resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development including, but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;
25. 'Other Proprietary Data' means information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
26. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer's business;
27. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being discussed; and
28. 'Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Employer.

#### **Confidentiality Obligations**

29. The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information confidential and prevent its release to the public. The Employee agrees that except in the course of performing their duties to the Employer they will not divulge, reveal, report or use, for any purpose, any of the Confidential Information. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of Confidential Information that may be covered by this Agreement.
30. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination of this Agreement and will continue for a period of two (2) years from the date of such expiration or termination.
31. The Employee may disclose any of the Confidential Information: to a third party where Employer has consented in writing to such disclosure; and to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, however, the Employee will first have given prompt notice to the Employer of any possible or prospective order

  
Employer

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Employee

(or proceeding pursuant to which any order may result), and the Employer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

32. If Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

**Ownership and Title**

33. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer, except where excluded herein. Accordingly, the Employee specifically agrees and acknowledges that he will have no interest in the Confidential Information, including, without limitation, the know-how, copyright, trade-marks or trade names, notwithstanding the fact that he may have created or contributed to the creation of the same.
34. The Employee does hereby waive any moral rights that he may have with respect to the Confidential Information, including any Confidential Information created by the Employee in the course of their Employment by the Employer.
35. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trade-marks or copyrights for which no equipment, supplies, facility or Confidential Information of the Employer was used, and was developed entirely on the Employee's own time and does not relate to the business of the Employer or relate to the Employee's actual or demonstrably anticipated processes, research or development or result from any work performed by the Employee for the Employer.
36. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the term of the Employee's employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer (both during and after the Employee's employment with the Employer) in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

**Return of Confidential Information**

37. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of their employment, the Employee will turn over to the Employer all documents, disks or other computer media, or other material in the possession or control of the Employee that may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or connected with or derived from the Employee's services to the Employer.

**Non-Solicitation**

38. The Employee acknowledges that any attempt on the part of the Employee to induce others to leave the Employer's employ, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the term of his employment with the Employer and for a period of one (1) year after the end of that term, the Employee will not in any way, directly or indirectly, induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer, otherwise interfere with or disrupt the Employer's relationship with its employees and contractors, discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors, or

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Employer                  *JN*  
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Employee





44. The Employee may terminate this Agreement at any time.
45. Should the Employee terminate their employment pursuant to this Agreement, and there is no constructive dismissal, or the Employer lays off the Employee, the Employee agrees to be reasonably available as a consultant for the purposes of maintaining any projects or developments created while employed by the Employer. The Employee agrees to negotiate the terms of the consulting work in good faith.
46. Upon termination of employment the Employee will immediately return and surrender to the Employer all of the Employer's property including, but not limited to, any cell phone and computer equipment provided by the Employer.

**Change of Control**

47. Where there has been a "Change of Control" at the executive or board level of the Employer, the Employee may terminate this Agreement immediately and at any time after the "Change of Control".
  - a. "Change of Control" is defined as follows:
    - A change in the composition of the board of directors, as a result of which fewer than one-half of the incumbent directors at the time of this Agreement remain directors who had been directors of the Company. For purposes of this section of the Agreement, both the Employer and Employee acknowledge that there is currently 1 member of the board of directors;
    - the acquisition or aggregation of securities by any Person pursuant to which such Person is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding Common Shares, except that any change in the relative beneficial ownership of the Company's securities by any person resulting solely from a reduction in the aggregate number of outstanding Common Shares, and any decrease thereafter in such Person's ownership of securities shall be disregarded until such Person increases in any manner, directly or indirectly, his, her or its beneficial ownership of any securities of the Company; and
  - b. If a Change of Control occurs during the Term of this Agreement, then the Employee shall become fully vested in all awards heretofore or hereafter granted to the Employee under any and all Company Share Award Plans and Bonus Programs, subject to the provisions of the Company Share Award Plan or any other applicable regulatory restriction on such vesting.
  - c. If within twelve (12) months after the occurrence of a Change of Control, either (i) the Employee voluntarily resigns his employment or (ii) the Company terminates the Employee's employment for any reason other than Cause or Disability then the Employee shall be entitled to the following payments and benefits. It is agreed that upon the occurrence of a Change of Control, if the Employee desires to voluntarily resign his employment under the terms of this agreement, such resignation will not be effective for one full fiscal quarter after the Change of Control occurs (as an example and assuming a December 31, 20xx fiscal year-end, if the Change of Control occurred April 15, 20xx, the Employee's resignation would not be effective until September 30, 20xx):

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Employer	JN Employee

- An amount equal to 24 months of the Employee's then Base Compensation, payable in one lump sum, subject to customary payroll deductions, within five (5) business days from the termination of the Employee's employment unless the Company and the Employee agree otherwise in writing;
- An amount equal to any bonus earned under any Employee Bonus Programs in the year in which the Change of Control occurred, payable in one lump sum, subject to customary payroll deductions, within five (5) business days from the termination of the Employee's employment unless the Company and the Employee agree otherwise in writing. For greater certainty, should the Employee's employment terminate through a Change of Control or Termination without Cause the Employee shall be entitled to a pro-rata share of his bonus for the time period that he was actively employed during the fiscal year of termination, but not for any subsequent continuation period, or notice period, howsoever such term is defined or determined (note that in this Agreement, the continuation period, or notice period is contemplated to be for 24 month's);
- An amount equal to 24 months of Employee Benefits;
- During the continuation period, the Employee (and, where applicable, the Employee's dependents) shall be entitled to continue participation in all Employee Benefit Plans maintained by the Company, including without limitation life, disability and health insurance programs, as if the Employee were still an Employee of the Company. To the extent that the Company finds it impossible to cover the Employee under its Employee Benefit Plans during the continuation period, the Company shall provide the Employee with individual policies which offer at least the same level of coverage and which impose not more than the same costs on the Employee. The foregoing notwithstanding, in the event the Employee becomes eligible for comparable coverage to that set out in the Employee Benefit Plans in connection with new employment during the continuation period, the coverage provided by the Company shall be terminated.

**Remedies**

48. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement may not be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.
49. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, to a permanent injunction in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.
50. The Employee agrees to co-operate with the Employer following termination by providing documentation and other information to permit the Employer to evaluate whether the Employee is honoring his post-employment obligations set out in this Agreement.

**Severability**

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Employer

  
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Employee



51. Employer and Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the Employee's intention to give the Employer the broadest possible protection against disclosure of the Confidential Information, against the Employee soliciting the Employer's employees and contractors and against the Employee using such Confidential Information in competing with the Employer.
52. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

**Notices**

53. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally or sent by facsimile or e-mail. The address for any notice to be delivered to any of the parties to this Agreement is as follows:

If to the Employer:  
New Gen Admin Services  
777 E Missouri Ave #200  
Phoenix, AZ 85014

Email: Bob@herbalwellnesscenter.com

If to the Employee:

Thai Nguyen  
8022 W Morten  
Glendale AZ 85303

Email: Thai@desrpointrealty.com  
Phone: 602-463-1013

or to such other address as to which any Party may from time to time notify the other.

**Modification of Agreement**

54. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Governing Law**

55. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Arizona, without regard to the jurisdiction in which any action or special proceeding may be instituted.

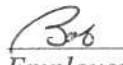
*Bob*                      *Initials*  
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Employee

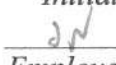
**Additional Provisions**

56. The Employer shall reimburse the Employee for all out-of-pocket expenses actually and reasonably incurred by him in connection with project, promotional and administrative activities and which have been authorized by the Employer; provided that the Employee provides to the Employer an itemized written account and receipts of such expenses acceptable to the Employer on a weekly basis for expenses incurred by the Employee. Such expenses shall be paid by the Employer to the Employee within fifteen days following the end of the month in which such expenses have been incurred by the Employee.
57. The Employee will be entitled to participate in any standard company incentive or option plan as, and when, developed by the Employer at the Employer's unfettered discretion.

**General Provisions**

58. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
59. The Employee is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Employer in enforcing this Agreement as a result of any default of this Agreement by the Employee.
60. The Employer is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Employer in enforcing this Agreement as a result of any default of this Agreement by the Employer.
61. No failure or delay by the Employee in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
62. No failure or delay by the Employer in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
63. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Employer and the Employee.
64. This Agreement may be executed in counterpart.
65. Time will be of the essence of this Agreement.
66. If there is a previous employment agreement between the parties to this Agreement, the parties agree that this Agreement will replace that previous employment agreement and the Employee acknowledges that this Agreement was entered into in consideration of a change in employment terms commencing the start of this Agreement. The Employee acknowledges that it was agreed at that time that a new employment agreement would be entered into in consideration of the change in employment terms.
67. This Agreement constitutes the entire agreement between the parties respecting the employments of the Employee and there are no further items or provisions, either oral or written respecting such employment. As of the effective date of this Agreement, this Agreement supersedes all other agreements between the parties respecting the subject matters of this Agreement. The parties to

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this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement. Each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date and year first above written.

  
Jason Ty Nguyen – Employee

  
Robert J Brilon  
CFO  
New Gen Admin Services LLC - Employer

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<u>Employer</u>	<u>Employee</u>

### *Job Description*

**Title:** Chief Executive Officer

**Reporting To:** New Gen Holdings, Inc. Board

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***Summary:***

Responsible for all administrative, financial and fiscal management aspects of company operations, including certain tasks related to investor relations. Provide leadership and coordination in the administrative, business planning, fund raising, financial market development, accounting and budgeting efforts of the company.

***Essential Functions:***

- Execute directives for the delivery of shareholder value.
- Executes the overall strategic and tactical plans of the Company.
- Confers with rest of executive team and division leaders to coordinate and prioritize planning.
- Serve on planning and policy-making committees.
- Represent the company externally to media, investors, government agencies, funding agencies, and the general public.
- Identify and evaluate strategic partnerships and potential acquisitions.

*Bob*  
Employer

*JN*  
Employee