

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 **President and Chief Financial 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 250,000**
 - **Full Time Year Two: \$US 280,000**
 - **Full Time Year Three: \$US 310,000**
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 **\$15,000** upon the completion of a merger and public listing of the Company.

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Employee

12. The Employee will be awarded a total of at least 5% 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 \$1,050 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 30 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 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.

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Employer Employee

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 (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.

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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 solicit, entice, or hire away any employee or contractor of the Employer. This obligation will be limited to those persons that were employees or contractors of the Employer when the Employee was employed by the Employer.

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Non-Diversion

- 39. For a period of one (1) year from the date of termination or expiration, as the case may be, of the Employee's employment with the Employer, the Employee will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employee's employment with the Employer.

Termination of Employment

- 40. Where the Employee has breached any of the terms of this Agreement or where there is just cause for termination, the Employer may terminate the Employee's employment without notice and without severance.
 - a. For purposes of this Agreement, the term "Cause" shall mean (i) willful misconduct in the scope of Employee's employment which substantially interferes with the contracts or operations of Employer or any affiliate thereof; (ii) Employee's conviction of a felony which substantially interferes with the contracts or operations of Employer or any affiliate thereof
- 41. Where the Employer has breached any of the terms of this Agreement, or where there is good reason for resignation, the Employee may terminate this Agreement without notice and receive 24 month's Base Compensation and 24 month's Employee Benefits value
 - a. For purposes of this Agreement, the term "Good Reason" shall mean the occurrence of any one or more of the following events without the Employee's prior written consent: (i) Employer's material breach of a material term of the this Agreement (including, without limitation, a failure to pay to Employee any portion of the compensation or benefits to which Employee is entitled in accordance with the terms of this Agreement) after written notice is delivered to Employer which specifically identifies the manner in which the Employee believes Employer has breached a material term of this Agreement and Employer is given 5 business days to cure any such breach; (ii) a material diminution in the Employee's position, duties or responsibilities with Employer, (iii) a material reduction by Employer in Employee's aggregate annualized compensation and benefits opportunities, except for across-the-board reductions or modifications of benefit plans similarly affecting all similarly situated executive officers of Employer; and/or (iv) any required relocation of the Employee's residence by Employer or the relocation of Employer's offices at which the Employee is principally employed beyond a radius of thirty (30) miles from such location.
- 42. The Employer may terminate this Agreement due to Disability, wherein this Agreement shall be deemed frustrated, and such termination is to be effective ninety (90) days after written notice to the Employee, provided that in the event the Employee resumes performance of substantially all duties prior to the expiration of the ninety (90) day notice period, the notice of termination shall automatically be deemed to have been revoked.
- 43. The Employer may terminate this Agreement at any time by providing the Employee with 24 month's Base Compensation, prorated Bonus and 24 month's Employee Benefits value in lieu of notice.
- 44. The Employee may terminate this Agreement at any time.

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Employee

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):
 - 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;

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Employer Employee

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 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.

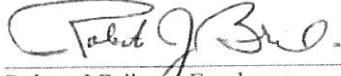


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IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date and year first above written.




Robert J Brilon Employee



Thai Nguyen
Chief Executive Officer
New Gen Admin Services LLC - Employer



Employer

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Employee

Job Description

Title: **President and Chief Financial Officer**

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

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 CEO and 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.

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