



## EMPLOYMENT AGREEMENT

This Agreement ("Agreement") is entered into this 25<sup>th</sup> day of February, 2008 between Artech Information Systems LLC ("Employer"); and \_\_\_ Chuan Wang \_\_\_ ("Employee"). The parties agree as follows:

1. **POSITION.** The Employee is hired in the position of a \_\_\_ **Systems Management Specialist General** \_\_\_, contingent on the successful completion of a criminal background check, education, employment, drug test or other such checks as required by the Employer's Client ("Client"). Employee shall perform specialized work as he/she is directed to perform by Employer for Employer's Clients ("Client") using his/her own discretion and independent judgment.
2. **TERM.** Employee's employment will start on or about \_\_\_ 3/10/08 \_\_\_ and will continue until terminated by Employer or Employee. Employee may resign with or without a reason but as a professional courtesy provide at least two weeks advance written notice of Employee's intention to resign. This position is based on Client requirements and the Client may extend or cancel this position at any time and for any reason. Employee's start date is contingent on the final approval and needs of the Client, which are beyond the control of Employer, and therefore can be revoked at any time, for any reason..
3. **COMPENSATION, TIME RECORDS, DEDUCTIONS.** Employer agrees to pay Employee according to the wage plan that is made a part of this Agreement and attached as Exhibit A. For each assignment, Employee will record the hours he/she worked on each day in accordance with Employer's rules. For each time record submitted to Employer, Employee shall obtain Client's signature confirming and approving the hours worked by Employee, which shall be conclusive proof of the time worked each day by Employee. Employee agrees that he/she is responsible for ensuring that the time record approved by the Client is received by Employer's accounting office no later than 5 business days following the end of the preceding week.

If for any valid reason, Employee submits unverified timesheets to Employer for a particular payroll, the Employee is responsible for ensuring that the timesheet submitted to Employer exactly match the timesheets submitted to Client. If the Client rejects or modifies the Employee's timesheet after submittal or approval, such modified Client timesheet or other record would be considered the final record of time worked and Artech would accordingly adjust the Employee's payroll. In the event, Artech has overpaid the employee and cannot deduct such amount from a future payroll, Employee is responsible for reimbursing Artech the excess amount paid.

All employees working in the State of California must ensure that their final approved timesheets are received by Artech Payroll at the below fax/ email, on the last day of work, to ensure a timely processing of the final payroll. E-mail to [urgentpayroll@artechinfo.com](mailto:urgentpayroll@artechinfo.com) or Fax: 973 993 9366 Attention: UrgentPayroll.

Employee recognizes that Employer may modify or supplement these procedures, orally or in writing, and Employee agrees to comply with future modifications or additions. Employer will deduct amounts from Employee's compensation as required by applicable law, including deductions for income tax withholding, the Federal Insurance Corporation Act (FICA) tax, and Medicare withholding.

4. **BENEFITS.** Employer will pay all taxes for Employee's required coverage under federal and state unemployment and worker's compensation insurance laws. Employee is entitled to no other benefits of any kind unless expressly stated in Exhibit B, attached to and made a part of this Agreement. Employee however has the option of purchasing some benefits like Health and Dental Insurance by paying the full cost of coverage. If employee chooses to purchase this insurance, coverage under this policy will become effective the first day of the month following 30 days of employment. Employee acknowledges and agrees that he/she is not an employee of any Client and is not entitled to any Client benefits, guarantees or other rights of Client's employees (whether expressly granted or arising by operation of law), including, but not limited to, group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, stock options or other ownership or bonus plans, health plans, or premium overtime pay. Employee expressly waives any claim or entitlement to Client benefits.
5. **HOURS.** Subject to the provisions of Exhibit A, Employee shall typically work the same hours as Client's employees while performing work at client's site, unless otherwise directed by Employer (who shall set and enforce Employee's schedule and number of hours worked).
6. **PERSONAL SERVICES OF EMPLOYEE.** Employee must personally perform all work as directed by Client or Employer and may not delegate any of his/her responsibilities. Employee shall not hire, supervise or compensate assistants, except as Employer may specifically direct in writing.
7. **EXCLUSIVITY.** During the term of this Agreement, Employee will devote his/her full-time to providing services exclusively as directed by Employer and shall not perform services for others.
8. **NON-PERFORMANCE OF SERVICES AND NON-RECRUITMENT.** During the term of this Agreement and for 18 months after the end of the employment relationship (whether Employer or Employee initiated the termination), Employee agrees that he/she shall not in any individual or representative capacity (e.g. as a principal, employer, stockholder, partner, agent, consultant, independent contractor, or employee): (a) directly or indirectly provide, solicit or advise another of the opportunity to provide, any services to a client where Employee previously provided services to the client on behalf of Employer or was otherwise introduced through Employer; or (b) directly or indirectly, retain or solicit for Employee or for another party, the services of any of the Employer's employees or others introduced through Employer. For purposes of this paragraph, "introduced through Employer" means where a client, employee, contractor, other individual came to the attention of Employee in any manner through Employer. "Client" includes any affiliates, customers or clients of the Client.
9. **REIMBURSEMENT OF EXPENSES.** Employer shall reimburse Employee for ordinary and necessary expenses incurred in the course of performing work under this Agreement, provided that Employee has obtained Advance Written Approval. Employee will be deemed to have received Advance Written Approval when Employee has submitted a prior written request for reimbursement of specific expenditures and Employee has received from Employer prior written notification of approval for each of the requested expenditures. In order to

receive payment for any expenditures for which Advance Written Approval has been obtained, Employee must submit to the satisfaction of Employer, an itemized accounting of expenditures along with supporting receipts and other documentation and requested information.

10. **PROBATIONARY PERIOD:** Employee agrees and acknowledges that employee will be employed on a probationary trial basis for the first 30 days of the assignment. Accordingly, Employee shall only earn \$10.00 per hour during the probationary trial period while the remaining hour compensation will be payable to Employee as a draw but shall not be deemed earned by Employee until and if Employee has successfully completed the probationary trial period. If employee is terminated by the client for cause or employee departs this assignment for any reason prior to the expiration of the probationary trial period or end of the project, Employee shall reimburse Artech for the amounts paid to employee as a draw during the probationary trial period. In that connection, employee acknowledges and understands that Artech will receive no payment for services performed hereunder by Employee from the proposed client if the proposed client terminates Employee during the probationary trial period. Any rate cut, discount or rebate that the client mandates during the time of this agreement will be shared on a proportional basis to the initial rate agreement.
11. **DIRECTION, SUPERVISION AND COOPERATION.** In performing the work assigned by Employer, Employee will adhere to all applicable policies, procedures and rules of both Employer and Client. Employee acknowledges Employer has the right to direct Employee as to when, where and how Employee is to perform work. In working on Client's project, Employee will ordinarily work as required by Employer in accordance with the directions of the Client. Employee will provide his/her immediate supervisor at Employer with progress and status reports of his/her work efforts as requested. Employee's performance is subject to review by both Employer and Client.
12. **EMPLOYMENT AT WILL.** The parties acknowledge and agree that the employment relationship created by this Agreement is at-will. Nothing in this Agreement shall be deemed to restrict Employer's right to terminate Employee at any time, with or without cause and with or without prior notice
13. **CONFIDENTIALITY AND NON-DISCLOSURE.** Employee agrees not to disclose to any third party, confidential information or materials of Employer, the Client, or anyone with a business or employment relationship with Employer or Client. Employee further agrees that he/she will not use, remove, transfer, transmit, reproduce or otherwise deal with confidential information or other tangible or intangible property of another party, except for the sole purpose of performing his/her services as an employee of Employer on Client's project. As used in this Agreement, the phrase "confidential information or materials" includes, but is not limited to, all information belonging to Employer or Clients related to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including names, educational background, prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character and all other information that might reasonably be deemed confidential. Employee further agrees that he/she will not directly or indirectly disclose to any person, including to the Client or to any coworkers either during or after his/her period of employment, Employee's wage rates and terms; provided, however, that Employee may disclose such information to Employee's spouse, accountant, financial institution (provided they agree to keep the information confidential) and to the extent required by law.

14. **RETURN OF PROPERTY:** Employee agrees that upon termination of his/her employment with Employer for any reason, Employee will deliver to Employer all keys, pass cards, identification cards or any equipment or materials of any nature in Employee's possession or control that were provided to Employee by Employer or its Client and that relate to Employee's employment with Employer. In the event Employee fails to return any property of Employer or Client within three (3) days of termination of employment, Employee acknowledges and agrees that the reasonable value of such unreturned property shall be deducted from any form of compensation Employer owes to Employee.
15. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Employee will immediately disclose to Employer and Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "Creations") made, in whole or in part, by Employee in the course of or related to providing services to the Client. Employee further agrees that all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "Materials") created in whole or in part by Employee, in the course of or related to providing services to the Client shall be the property of the Client. All ownership of any Creations or Materials shall vest exclusively with the Client, including, but not limited to, any copyright rights, patent rights or any other intellectual property rights. Employee hereby assigns to Client all right, title and interest that Employee may have in such Materials and Creations without entitlement to any additional compensation and free of all liens and encumbrances of any type. Employee agrees upon request (whether during or after term of this Agreement) to execute any documents and assist Client in any way deemed necessary (which may include assisting Client's attorneys in filing papers or prosecuting litigation) to register or perfect Client's intellectual property rights. Any rights conferred upon Client under this paragraph may only be waived or assigned in writing signed by an authorized representative of Client. Where Employee is performing work for Employer and there is no identifiable Client, the term "Client" in this paragraph shall mean "Employer".
16. **COMPLIANCE WITH IBM CORPORATION'S SAFETY, SECURITY AND SEARCH GUIDELINES**
- a. **General Business Activity Restrictions:** I (i) shall not conduct any non-IBM related business activities (such as interviews, hiring's, dismissals or personal solicitations) on those premises; (ii) shall not conduct training on those premises, except for on-the-job training; (iii) shall not attempt to participate in IBM's benefit plans or activities; (iv) shall not send or receive non-IBM related mail through IBM's mail systems; and (v) will not sell, advertise or market any products or distribute printed, written or graphic materials on IBM's premises without IBM's written permission.
- b. **Safety and Security:** I (i) shall not bring weapons of any kind onto the premises of IBM or IBM's customer; (ii) shall not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for nonmedical reasons) or alcoholic beverages while on such premises; (iii) shall not have in my possession hazardous materials of any kind on such premises without IBM's authorization; (iv) acknowledge that all persons, property, and vehicles entering or leaving such premises are subject to search; (v) shall remain in authorized areas only (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency, IBM's medical facilities); and (vi) shall follow any other On Premises Guidelines established by IBM from time to time.

- c. **Asset Control:** In the event I have access to information, information assets, supplies or other property, including property owned by third parties but provided to me by IBM ("IBM Assets"), I: (i) shall not remove IBM or IBM's Customer's Assets from IBM's or IBM's Customer's premises without IBM's authorization; (ii) shall use such Assets only for purposes of this Agreement and reimburse IBM for any unauthorized use; (iii) shall only connect with, interact with or use programs, tools or routines that IBM agrees are needed to provide Services; (iv) shall not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers; and (v) in the event the IBM Assets are confidential, shall not copy, disclose or leave such assets unsecured or unattended.

17. **REPRESENTATIONS.** Employee warrants to the best of his/her knowledge, information, and belief: (a) all information provided to Employer and Client related to Employee's qualifications is accurate; (b) Employee has no conflict-of-interest in working for Employer or performing services for Client; and (c) Employee is not subject to any contractual limitations on his/her ability to perform services under this Agreement. Employee shall immediately notify Employer should any of the facts relating to these representations change at any time.

18. **BREACH.** In the event of Employee's breach of paragraphs 7, 8, 13, 14 or 15, Employee acknowledges and agrees that Employer will suffer irreparable harm and money damages would be an inadequate remedy, entitling Employer to seek injunctive relief. Employer's right to seek injunctive relief is without waiver or limitation to any other remedies Employer has at law or in equity.

19. **ARBITRATION.** Except for monetary claims of \$5,000.00 or less, Employee explicitly agrees that any dispute in any matter related to Employee's employment with ARTECH, which the parties are unable to resolve through direct discussion, regardless of the kind or type of dispute (excluding claims for unemployment insurance, worker's compensation, or any matter within the jurisdiction of the Labor Commissioner), shall be exclusively subject to final and binding arbitration pursuant to the provisions of New Jersey Permanent Statutes section 2A:24-1, et seq. Employee agrees to submit all such disputes in writing, specifically requesting arbitration, to ARTECH within one year of termination of Employee's employment with ARTECH. Any failure to so request arbitration in a timely manner shall constitute a waiver of all rights to raise any claims, in any forum, arising out of any dispute that was subject to arbitration. The limitation period set forth in this paragraph shall not be subject to tolling, equitable or otherwise. Such arbitration shall be held in Morristown, New Jersey.

EMPLOYEE AGREES AND UNDERSTAND THAT BY AGREEING TO THIS BINDING ARBITRATION PROVISION, EMPLOYEE VOLUNTARILY SURRENDER THEIR RIGHTS TO CIVIL LITIGATION, A TRIAL BY JURY AND ANY ASSOCIATED RIGHTS OF APPEAL.


20. **OTHER PROVISIONS.** This Agreement and any attached exhibits, represent the entire agreement of the parties and supersedes and terminates all prior agreements. Any modification of this Agreement must be in writing and signed by both parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the waiving party; a waiver on any one occasion shall not be effective as a waiver on future occasions. This Agreement shall inure to the benefit of and shall be binding on the parties, the successors and assigns of Employer and the heirs and personal representatives of Employee. Employee may not assign his rights or obligations under this Agreement. Paragraphs 8, 13, and 15 shall survive termination. If any provision of this Agreement is determined to be unenforceable in whole or in part, all remaining provisions shall be given full

effect to the extent possible without the unenforceable provision. This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles.

Employee represents that he/she has read, understands and agrees to the terms of this Agreement, has had an opportunity to ask any questions and to seek the assistance of an attorney regarding their legal effect, and is not relying upon any advice from Employer.

\_\_\_\_\_  
[ARTECH INFORMATION SYSTEMS]

By: \_\_\_\_\_  
Employee

By:   
\_\_\_\_\_  
[Dale Menist]

S.S.N. \_\_\_\_\_

**Wage Plan**

Employee shall be paid \$\_\_65\_\_ per hour for each hour worked by Employee. This would be paid on a bi-weekly basis, less applicable taxes and withholding.

**Benefits**

**No Benefits**