

Brook Consultants Inc 		BCI - Confidential Employment Agreement		1 (12)	
Prepared (also subject responsible if other) Gerry Wyse (BCIGWE)		Document No. BCI/OPS/03:0007			
Approved Maurice Byrne (BCIMJB)	Checked 07/28/2009	Date 07/28/2009	Rev R1E	Reference Template	

Employment Agreement

-BETWEEN-

Brosna Communications International Inc.,
Of
17440 N. Dallas Pkwy, Suite 210 Dallas, TX 75287. USA
(The "Employer")

Of The First Part

-AND-

Brandon Smith
(The "Employee")

Of The Second Part

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Initials Employee: *BNS* Date: *03/14/12*

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1 Background

- 1.1 The Employer is duly incorporated, organized and existing under the laws of the State of Texas.
- 1.2 The Employee is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- 1.3 The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in the Agreement.

In Consideration Of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

2 Commencement Date and Term

- 2.1 The Employee will commence employment as and from the date stipulated under Schedule A (the 'Commencement Date')
- 2.2 If applicable the Employee must successfully complete a probationary period stipulated under Schedule A (the 'Probationary Period') from the Commencement Date. At any time during the Probationary Period, the Employer will have the right to terminate the employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.
- 2.3 Subject to the Probationary Period and subject to termination as provided in this Agreement, the Employee is employed for the period stipulated under Schedule A after the commencement date. The parties acknowledge that various provisions of this Agreement survive past termination of employment.

3 Position and Duties

- 3.1 The Employer agrees to employ the Employee, 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.
- 3.2 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 in other, same or similar businesses or enterprises as that engaged in by the Employer.
- 3.3 The Employee agrees to abide by the Employer's Policies and Procedures.

4 Employee Compensation

- 4.1 For the services rendered by the Employee as required by this Agreement, the Employer will pay to the Employee as outlined in Schedule A of this agreement. This compensation will be paid on a monthly basis commencing on the 26th of the month following the first month of employment,

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continuing every 26th of the month thereafter while this agreement is in force. The Employer is entitled to deduct from the Employee's compensation any applicable deductions and remittances as required by law. The Rate provided under Schedule A is based on the current rate card contractually agreed with our client and is subject to change.

- 4.2 The Employee understands that the Employee's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Employee and for the performance of all the Employee's promises and obligations in this Agreement.
 - 4.3 The Employer will reimburse the Employee for expenses incurred by the Employee pursuant to the Employer's directions, subject to the terms outlined in Schedule A.
 - 4.4 Timesheets shall be submitted by 5pm each Monday through the employers online time and expense reporting system, **BETS**©
 - 4.5 Expenses, if applicable, shall be submitted at the end of each month for approval by the Employer through our online time and expense reporting system, **BETS**©. Receipts should be sent to the employers office C/O BCI Administrator, 17740 N. Dallas Pkwy, Suite 210, Dallas, TX 75287, USA. Simultaneously a fax copy of these receipts may be sent to +1 972 692 5489 in order to expedite processing.
 - 4.6 Where the employer has paid or advanced an expense payment or allowance to the Employee which is greater than the actual amount subsequently substantiated in respect of that expense, the Employee hereby undertakes to refund any amount overpaid by the employer. The employer is hereby authorized to deduct any such amount which has not been refunded from present / future wage, expenses or other payments due to the Employee.
- 5 Duty to Devote Full Time**
- 5.1 The Employee agrees to devote full-time efforts to his/her duties as a Employee of the Employer.
- 6 Inability to Contract for Employer**
- 6.1 In spite of anything contained in this Agreement to the contrary, the Employee will not have the right to make any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.
- 7 Avoiding Conflict of Opportunities**
- 7.1 It is understood and agreed that any business opportunity relating to the Employers Client coming to the attention of the Employee during the Employee's employment is an opportunity belonging to the Employer. Accordingly, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.
 - 7.2 Without the written consent of Employer, Employee further agrees not to:
 - 7.2.1 Solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current business activities of Employer; and

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- 7.2.2 Directly or indirectly, engage or participate in any other business activities that Employer, in its reasonable discretion, determines to be in conflict with the best interests of Employer.

8 Confidential Information

- 8.1 The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer or the employers Client, as a result of the Employee's employment by the Employer. 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 the Employer's information that may be covered by this Agreement.
- 8.1.1 'Confidential Information' means all data and information relating to the business and management of Employer or Employers Client, including proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, marketing and Development Operations, and Customers. 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 entered into between the third party and the Employer. Confidential Information will not include information that:
- 8.1.2 Now or hereafter enters the public domain through no fault of the Employee or third party;
- 8.1.3 Can be proved to have been in the possession of the Employee or third party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto, or
- 8.1.4 Otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality
- 8.2 The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in the Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this agreement.

9 Ownership and Title

- 9.1 The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that he/she will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that he/she may have created or contributed to the creation of the same.
- 9.2 The Employee does hereby waive any moral rights that he/she may have with respect to the Confidential Information.

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9.3 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:

9.3.1 No equipment, supplies, facility or Confidential Information of the Employer was used,

9.3.2 Was developed entirely on the Employee's own time, and

9.3.3 Does not relate to the business of the employer.

10 Return of Confidential Information

10.1 The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of 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:

10.1.1 may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or

10.1.2 connected with or derived from the Employee's services to the Employer.

11 Non-Solicitation

11.1 The Employee agrees that during the term of his/her 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:

11.1.1 induce or attempt to induce any Employee or contractor of the Employer to quit employment or retainer with the Employer;

11.1.2 otherwise interfere with or disrupt the Employer's relationship with its Employees and contractors;

11.1.3 discuss employment opportunities or provide information about competitive employment to any of the Employer's Employees or contractors.

11.1.4 This obligation will be limited to those that were Employees or contractors of the Employer when the Employee was employed by the Employer.

12 Non-Competition

12.1 Notwithstanding the right of the Employee to accept assignments from other clients, the Employee will not allow such assignments during the period of this Agreement to take priority over or prejudice the priority given to performing the Services;

12.2 The Employee recognises its commercially privileged position in respect of BCI's Client and warrants that for the duration of this Agreement and for the period of twelve (12) months thereafter the Employee will not solicit, or seek to solicit business from, or provide services directly or indirectly to the Client.

12.3 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

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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.

13 Termination Due to Discontinuance of Business

13.1 spite of anything contained in this Agreement to the contrary, in the event that the Employer will discontinue operating its business at the location where the Employee is employed, then, at the Employer's sole option, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date of this agreement.

14 Termination of Employment

- 14.1 Without prejudice to any other remedies either party may terminate this Agreement forthwith in the case of the other party committing a breach of it's obligations hereunder or failing to remedy that breach within seven (7) days of receiving written notice so to do. In the case of a serious breach which is not capable of being remedied, then the Agreement may be terminated by either party without the need for such notice;
- 14.2 The Employer may terminate this Agreement forthwith after the Employee shall have been unable by reason of sickness or for any other reason (excluding agreed absence) to perform the service;
- 14.3 The Employer may terminate this Agreement at any time upon one (1) month's notice or such shorter notice period as the Employer's Client may impose if (during the initial or extended period of the Agreement) the Employer's Client terminates the contract for work for which the service is required;
- 14.4 Except as otherwise provided in this Clause, this Agreement shall continue for the duration specified in the Schedule hereto and shall terminate at the end of that period unless renewed or extended by the express written agreement between the parties;
- 14.5 Should the Employee cease to perform the Service without giving the agreed notice, the Employer shall have the right to withhold payment to the Employee to the value of the notice period based on a standard working week as outlined in the Schedule. Where no standard week is specified, a basic thirty seven and a half (37.5) hour week shall be used.
- 14.6 Should the Employee terminate his/her employment pursuant to this Agreement, and there is no constructive dismissal, the Employee agrees to be reasonably available as a Employee for the purpose 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. In his/her capacity as a Employee for the Employer pursuant to this paragraph, the Employee agrees to provide his/her present residential address and telephone number as well as his/her business address and telephone number.

15 Remedies

- 15.1 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 cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and

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successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.

- 15.2 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.
- 15.3 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 in honoring his/her post-employment obligations set out in this Agreement.

16 Severability

- 16.1 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 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.
- 16.2 In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in sole 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.

17 Notices

- 17.1 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.
- 17.2 The Employee hereby undertakes to immediately inform the employer of any change in location of his permanent residence or of any action or circumstance which may affect the determination of the Employees home for tax purposes. In particular the Employee shall inform the employer if he has made any application to the U.S. Immigration and Naturalization Service for a green card or authorization to reside in the United States of America.
- 17.3 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:
- 17.3.1 BCI, Inc. 17440 N. Dallas Pkwy, Suite 210, Dallas, TX 75287; Fax +1 972-692-5489; E-mail: HR@brosna.com
- 17.3.2 Name of Employee, Job Location: E-mail; Employee Name@Brosna.com
- 17.3.3 or to such other address as to which any Party may from time to time notify the other.

18 Modification of Agreement

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18.1 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.

19 Governing Law

19.1 This agreement shall be governed by and construed in accordance with the laws of Texas.

20 General Provisions

20.1 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.

20.2 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.

20.3 This Agreement will insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

20.4 This Agreement may be executed in counterpart.

20.5 Time will be of the essence of this Agreement.

20.6 This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. As of the effective date of this Agreement, this Agreement supersedes all other agreements between the parties. 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.

21 Signatures

BCI signing Authority

Signature



Name

GERRY WYSE

Title

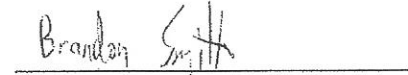
V.P.

Date

3-21-12

Employee

Signature



Name

Brandon Smith

Title

Handset Tester

Date

03/19/2012

Initials Employee: BHS Date: 03/19/12

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Schedule A

1.	BCI's Client:	ZTE Inc. USA
2.	Name of person supplied:	Brandon Smith
3.	Title role of position:	Handset Tester
4.	Commencement Date:	TBD
5.	Effective Date of Agreement:	March 19 th 2012
6.	Probationary Period:	N/A
7.	Termination Notice Period:	2 weeks notice
8.	Extension notice period:	N/A
9.	Invoice period:	Monthly
10.	Standard Rate:	USD 7.50 per hour
11.	Standard working week:	As per ZTE Policy
12.	Duration:	On a month to month basis
13.	Non take up of service liability:	N/A
14.	Work Location:	USA.
15.	Special Terms and Conditions:	As set out below

Special terms and conditions:

1. Employee has read and understands the BCI Employee Manual R4
2. Employee has read and signed the EUS code of conduct.
3. All employees are automatically enrolled in the BCI 401k Plan at 2% of salary. If an employee wishes to opt out of this service they must complete the waiver portion of the 401k application

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For what period? _____

Location of personal belongings (Automobiles, furniture, clothing/jewelry):

Current residence (parents' house)

Give location(s) of where the individual conducts his / her personal banking:

Premier Bank ~~at~~ (soon-to-be ANB Bank) on 135th St Quivira Rd.

Give details of drivers licenses held and where issued:

Issued: 03/16/2011 Expires: 01/05/2017
ID #: K02-51-1467 Issued by: State of Kansas Department of Revenue

Location(s) of where individual votes:

N/A

Country of residence designated on official forms / documents:

United States of America

If Employee is NOT a citizen of U.S.A. please give details of visa held:

N/A

Give details of any application made to U.S. Immigration and Naturalization Services other than for the above visa. (e.g. Green Card)

N/A

TAX RETURNS

Is the Employee required to file a tax return in any country other than the U.S.A.

N/A

DOCUMENTS

Please attach copies of the following documents:

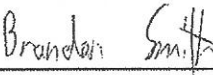
- a) Passport
- b) Drivers License
- c) ~~U.S. visa (if applicable)~~ N/A

EMPLOYEE DECLARATION

Initials Employee: BWS Date: 03/19/12

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I confirm that the information supplied above is correct and I undertake to notify BCI Inc immediately in the event of any material change in the status of my permanent home, the location of my family/dependents and in respect of any application I may make to the U.S. Immigration and Naturalization Service.


 Signed

Date: 03/19/2012

FOR BCI USE ONLY

Based on the above information I determine the location of the Employee's permanent home for U.S. tax purposes is:

SIGNED: _____

POSITION: _____

DATE: ____/____/____

BCI should carry out a review of this determination at the end of each calendar quarter. The review should include a follow up interview with the Employee.

	Review Date	Change in Status	Remarks	Reviewer Name	Initials
1st Review	____/____/____	YES / NO	_____	_____	_____
2nd Review	____/____/____	YES / NO	_____	_____	_____
3rd Review	____/____/____	YES / NO	_____	_____	_____
4th Review	____/____/____	YES / NO	_____	_____	_____

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