

AGREEMENT FOR TEMPORARY EMPLOYMENT

This agreement for temporary employment is entered into by and between **21TECH** (hereafter "Employer") and Josh Neal SSN 615-09-9177 (hereafter "Employee"), and is based upon the following facts and representations:

A Overview

- 1) Employer is in the business of locating clients who have short-term computer related special projects and then locating an individual who has specialized skills and expertise suitable to satisfy the needs of such project.
- 2) Employer has located a client who requires an individual with specialized skills and expertise consistent with those possessed by Employee, as represented to Employer by Employee.
- 3) The Client identified in this contract is [Port of San Francisco and the City and County of San Francisco] (hereafter "Client")
- 4) Employer and Employee are desirous of entering into this agreement to create an employment relationship through which Employee can perform consulting services for client, as identified below

B Terms of Employment

- 1) Employer hereby employs Employee to perform services for client, and Employee hereby accepts employment with Employer pursuant to the terms and conditions herein.
- 2) Employee has met with a Client representative and they have discussed and agreed upon the specifications of the project and details of the working relationship so that Employee believes he/she may timely and satisfactorily complete Client's project.
- 3) Employee, Employer and Client mutually agree that the duties of the Employee is to provide software support for the the [Oracle Financials Upgrade Project as Linux (Redhat Enterprise 4) System Administrator]. **Additional responsibility on this project will be to install Oracle RDBMS and Applications working with DBA and configuring VMware software. Client Staff training on Linux system administration tasks is also required.**
- 4) While discussing such details with Client representative, Employee has maintained, and hereby represents, that Employee shall perform his/her work as autonomously as possible in order to preserve Employee's desire to be creative and to use primarily Employee's own discretion and independent judgment to formulate the final work product.
- 5) Employee shall have no authority to represent himself/herself to third parties as an officer or any for of authorized representative of Employer or Client.

C Tenure of Employment

The term of the employment relationship between Employer and Employee shall commence on [09/11/2007] and shall **terminate** on [12/31/2007] or the occurrence of one of the following:

- 1) Total hours worked is **150**.
- 2) The completion of the project for Client referenced in Section B.3, and Client does not opt to extend the project and Employer is not able to obtain new work for Employee for same or different Client. Employee and Employer understand that the Client can and may terminate the project before the projected completion date.
- 3) Written notice given by Employee with or without cause (i.e. at will) designating a date of termination, effective no less than two weeks after receipt of notice to Employer.
- 4) Written notice given by Employer with or without cause (i.e. at will) designating a date of termination, effective upon receipt of notice to Employee.
- 5) At any other time that it becomes apparent that the Employee shall be unable to continue rendering services to Client at same quality and quantity as at commencement, in the discretion of the Employer.

The continuation of this agreement shall not prevent Employer and Employee from entering into an agreement similar to this agreement respecting another client.

D Compensation

- 1) Employee will be paid at the rate of [**\$65 per hour on approved timesheet (Approx 10 hours per week)**] Employee will be paid twice a month during employee engagement for the project identified in this contract. Employer will withhold taxes for the employee. If employment is terminated before the end of a month then that month's compensation shall be paid on number of hours worked during that time period. **Overtime** payment is out of scope for this project.
- 2) Employer agrees to [**Not Pay**] for Employee's **medical and dental benefits** during the Employee's tenure with 21tech, into the **Kaiser Plan 15-N**. The employee may choose additional Spouse or Child coverage at their own cost.
- 3) Salary will be paid twice per month, on the 10th and 25th of each month. **Payment will be net 10 days**. The employer will take out all required taxes from the gross income before payment is made to the employee.
- 4) Employee is entitled to unpaid [**City and National Holidays**].
- 5) For all work related out of town travel from Primary Work Location, employee shall be compensated for best rate Air fares, Hotel Costs, Cab costs, Bus fares, Rental Cars, Food and Non-Alcoholic beverages costs. Employee shall only show the number of actual working hours in meetings or working on documentation on the Timesheets. Travel times are not considered work hours and thus cannot be showed or charged as work hours.

E Confidentiality, Trade Secrets and Proprietary Rights

By the nature of the services to be performed for the client, Employee will come in contact with Client's trade secrets and confidential information which should remain confidential and shall not be disclosed or disseminated by Employee to any third party including Employer for any purpose other than as specified by Client.

While performing services for Client, Employee may develop certain procedures, processes, systems, or other similar items, which may be properly the subject of certain intellectual property rights including trade secrets, copyright, or patent. Employee agrees that all right, title and interest in such right shall belong to Client or Employer as the exclusive property of the Client or Employer, unless otherwise agreed in writing.

Employee hereby represents, warrants, and agrees that Employee will not, at any time, either directly or indirectly, disclose or disseminate to any person, firm corporation or other entity, in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the products, services, marketing, management, or business of Employer and/or Client; including without limitation, the names of any of its Clients, the prices it obtains or has obtained, or at which it sells or has sold its products and services, or any other information concerning the business of Employer and/or Client, its manner of operation without regard to whether any or all of its foregoing matters would be deemed confidential, material, or important.

This Agreement shall be construed and governed by California law. The recitals on page 1 of this agreement are incorporated herein and are deemed warranties and representations. This Agreement contains all of the understandings, terms and Agreements pertaining to Employees employment to Employer; there has been no other representation, promise or agreement, orally or otherwise, by either party, and no other agreement or statement shall be valid or binding. Any modifications of this agreement must be in writing and signed by both parties. If any clause, sentence, paragraph or other provision herein is for any reason deemed void, unlawful, or otherwise unenforceable, then such shall be severed Hereford and the balance of this Agreement construed as if such were not a part hereof.

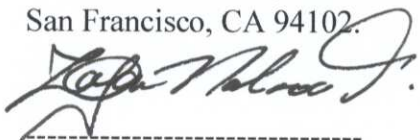
F Signatures

This Agreement is signed this 12th day of September 2007 in the County of San Francisco, State of California.

Employer:

21TECH, LLC

1390 Market Street, Suite 1202
San Francisco, CA 94102.



Signature

Employee:

[Josh Neal]

Signature