

TEAM MEMBER AGREEMENT

OVERVIEW

The purpose of this Team Member Service Agreement is to clarify the roles, responsibilities, and compensation agreed to by both 4NTENT and the new team member.

This document includes the following sections:

- Job Expectations: A summary of the expected work to be performed, work hours, and expectation for change.
- Compensation: The compensation offer, including wage, and time off.
- Agreement Terms: Traditional employment terms to keep both parties happy and protected.
- 3 Month Satisfaction Guarantee: A commitment to reassess the agreement in 90 days

DESIGN, DEVELOPMENT, & BRANDING CONSULTANT DESCRIPTION

4NTENT believes in community, accountability, empowerment, and giving back. We don't really do job titles but your area of responsibility would be Design, Development, & Branding *Consultant*. In practicing our belief in being a well rounded, for benefit company, we have removed the traditional hierarchy and organizational management imposed by traditional jobs. Instead, you would play a variety of roles based on your strengths, areas of interest, and priorities of the company regarding Design, Development, Branding, and Curation.

PRIMARY ROLE:

- -Develop new user-facing features
- -Design and develop 4NTENT brand alongside company's purpose
- -Build reusable code and libraries for future use
- -Ensure the technical feasibility of UI/UX designs
- -Optimize application for maximum speed and scalability
- -Assure that all user input is validated before submitting to back-end
- -Be on standby during test groups for any glitches
- -Collaborate and advise new team members
- -Future advisement on platform development for 4NTENT! Really we hope to empower you to be a leader in the area of design & development so that our users have the best experience possible.

TIME COMMITMENT:

Consultant and 4NTENT to have open dialogue on needs and hour increases/decreases based on consultant availability and project necessity.

WORK LOCATION:

We support your lifestyle by believing in a ROWE (Results Only Work Environment) where you can work where you want and when you want as long as the work gets done in an efficient manner. It is expected that you are reachable during business hours M-F 8-5pm. If you plan to take a vacation or leave of absence please communicate your time away.

BE INVALUABLE:

Due to the nature of being a start up, the job demands, roles, and expectations may change from time to time. Due to this culture, we want to continue to make sure that the changes align with your passions and abilities. If things do not seem to be in alignment with you, please speak up. We believe all team members are invaluable. If we notice a team member's position is replaceable, we will shift you to a better aligned role.

COMPENSATION

FINANCIAL AGREEMENT:

The financial terms of the agreement will be reviewed over time. After each 3 month period has passed, a discussion regarding rate of service and/or additional opportunities in the company will follow. This is not a duplicate of the back end financial agreement. This is a combination of both front end and back end team agreements. The current financial arrangement as of 4.18.2019 for both the front end and back end is:

- -PAID-\$300 to get started on 4NTENT
- -PAID-\$300/10hrs to finalize Home, About, Programs, Blog page of Website
- -\$300/10hrs to finalize Dashboard initial features
- -\$200 bonus for innovative ideas and implementation on user experience, content, design, communication with us, and your timelines.

BENEFITS:

Your name attached to 4NTENT as an early founding team member Use of creativity to redesign current sites and interactives

Oversee future projects

Autonomous, flexible schedule

INDEPENDENT LEARNING & GROWTH:

As a health driven company, we want to encourage you to also engage in our NTENTIONAL offerings and products. Please use any and or all of the products that you feel would benefit you at no charge.

AGREEMENT TERMS

This Team Member Service Agreement ("Agreement") is made by and between: **4NTENT**

with an address of 531 Encintas Blvd Ste 200 Encinitas, CA 92024 ("Company")

&

Joanna Wheeler
an individual, with an address of
("Team Member")
This agreement is effective this day of, (the "Effective Date")
for the purpose of setting forth the terms and conditions under which Team Member
will perform services for Company. Company and Team Member may be referred to
herein individually as a "Party," or collectively as the "Parties." In consideration of the
mutual obligations specified in this Agreement, and any compensation paid to Team

Member, the Parties agree to the following:

AGREEMENT TERMS

Work & Payment

The sections in this document titled "Job Expectations" and "Compensation & Benefits" describe the work to be performed, expected work conditions, and the payment terms for such work.

Non-Disclosure

- 1. Definition of Confidential Information As used in this Agreement, "Confidential Information" means any nonpublic information of a party, in oral, written, graphic or machine-readable form, including without limitation that which relates to patents, patent applications, research, product plans, products, inventions, processes, designs, algorithms, source code, programs, business plans, agreements with third parties, services, customers, marketing, finances or information gained by a party as a result of its discussions with the other party's personnel or business relationships, which is designated as confidential or proprietary by the disclosing party at the time of disclosure, or which considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential.
- 2. Acknowledgment of Confidentiality Recipient acknowledges that they may be exposed to confidential and proprietary information of 4NTENT. a. Confidential Information does not include (i) information already known by Recipient, (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third party who was free to disclose it. 3. Covenant Not to Disclose Recipient agrees not to use, commercialize, or disclose any Confidential Information to any person or entity except as 4NTENT approves in writing. Recipient agrees to use at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding their own confidential information.
- 4. Term of Obligations This Agreement will continue for a period terminating on the date which is 3 years from the date of the last disclosure of Confidential Information pursuant to this Agreement.

AGREEMENT TERMS

Ownership of Work Product

Team Member agrees that any and all ideas, developments, discoveries, improvements, inventions, works of authorship, or other work product of any type conceived, written, created or first reduced to practice in the performance of work under this Agreement, together with all intellectual property rights relating thereto ("Work Product") shall be the sole and exclusive property of 4NTENT. Team Member hereby assigns to 4NTENT all its right, title and interest in and to any and all such Work Product. Team Member further agrees that 4NTENT possesses and shall retain all right, title and interest in all of Team Members Work Product under this Agreement.

Employment Classification

For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding and any and all other federal, state and local laws, rules and regulations, Team Member shall be treated as an independent contractor and acknowledges responsibility for filing appropriate tax returns with respect to any and all compensation earned under this Agreement. Company will not withhold employment taxes from any compensation it pays Team Member.

Term

The term of this Agreement is for one year and automatically renews unless either party provides written notice to end the agreement. 4NTENT and Team Member may terminate this agreement for any reason and at any time by written notice.

SIGNATURE

The parties have executed this agreement on in the month of and year	
CO-FOUNDER	
CO-FOUNDER	
TEAM MEMBER	

3 MONTH SATISFACTION GUARANTEE

3 MONTH SATISFACTION GUARANTEE

Many of our favorite organizations like GameChangers and Mindvalley start new team members on a 3 month low-risk offer. The NTENTION is to give both the company and the new team member the opportunity to lean into the relationship and then reassess what's working and what needs adjusted to ensure success. It's challenging for the company to predict how well the team member will perform in their role and if they fit the company culture. Further, until the team member jumps in, it's challenging for them to really know if the company offers a work environment they desire.

This "3 Month Satisfaction Guarantee" is a commitment on both the company and team members part to explore a working relationship for 3 months while openly and honestly expressing what is working and what isn't. Our commitment is to arrive at an arrangement that is satisfying to both you and the company or to respectfully part ways with no hard feelings. This practice is in contrast to a traditional onboarding process whereby a significant amount of resources and time are spent. Our NTENTION is to work alongside you in creating an arrangement where you are thriving and moving towards your own career goals and to create space for an open and honest dialog if it just isn't working.

What we are look for during this 3 Month period are the following:

Strong Communication Skills

Deadlines are Being Met

Strong Understanding of 4TNENT's Culture, Services, & Consumer Profile

Supporting blog posts and curating unique content in 1 blog post (min.)

Content Creation and Management

Access to the consultants knowledge, experience, and expertise

WELCOME TO OUR TEAM NTENTION SETTER!

