

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "agreement") is made effective as of May 20, 2020, by and between Navien, Inc (the "Recipient"), of 20 Goodyear, Irvine, California 92618, and Keeyou Kim (the "Contractor"), of 912 S Berendo St. #205, Los Angeles, California 90006. In this Agreement, the contractor to receive the service shall be referred to as "Recipient", and the party who will be providing services shall be referred to as "Contractor."

1. **DESCRIPTION OF SERVICES.** Beginning on May 20, 2020, the Contractor will provide the New product Commission Raw data Program and its ownership will belong to the recipient. If there is needs of any flaws or improvement to the program, the Contractor is obliged to continue to provide services.

Furthermore, the Contractor has the right of control over how the Contractor will perform the services. The Recipient does not have this right of control over how the Contractor will perform services.

2. **PAYMENT FOR SERVICES.** The Recipient will pay compensation to the Contractor for the Services in the amounts of \$990.00. This compensation shall be payable in a lump sum upon completion of the Services.

No other fees and/or expenses will be paid to the Contractor, unless the appropriate executive on behalf of the Recipient in writing has approved such fees and/or expenses in advance. In this case, the Contractor will be paid \$20/hour only if/when major change is necessary. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Contractor has the right of control over the method of payment for services.

3. **TERM/TERMINATION.** This Agreement may be terminated by either party upon 30 days' written notices to the other party. A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. **RECIPIENT'S CONTROL.** The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

5. **CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.
6. **SIGNATORIES.** This Agreement shall be signed by Ryan Shin, CFO on behalf of Navien, Inc. and by Keeyou Kim. This Agreement is effective as of the date first above written

RECIPIENT:

Navien, Inc
Ryan Shin
CFO

By: _____



CONTRACTOR:

Keeyou Kim

By: _____

