



NaXum Online Marketing Services, LLC  
4625 West Nevso Dr. Suit 2, Las Vegas, NV 89103  
713-867-7999 / Fax: 832-645-1196

**September 12th, 2018**

RE: Offer and Terms of Independent Contractor Agreement Especially Prepared For Victor Santos Jr

Dear Victor,

Congratulations! We are thrilled to share that you have been selected for the role of Intermediate Commissions Developer at NaXum!

This offer has a 30-day full-time trial training period. The position we are offering you is part of our Commission team as an Intermediate (INT) developer with a full-time salary of \$200.00 USA per week during your 30-day trial training period.

Weekly PayPal Salary payments of \$200.00 USA will be paid each Tuesday.

1st Raise: After your 30-day trial training period is complete and upon successful review by your Commission Vice President and CEO, you will receive an immediate \$25USA per week raise.

2nd Raise: You will also have a second opportunity to receive another \$25USA per week raise! If after your 60-Day review you have advanced to a Senior Level Developer, you will receive an additional \$25USA per week raise for a total new weekly salary of \$250USA per week.

Terms of Independent Contractor Agreement

**Victor Santos Jr** - Developer

**Requirements:**

- Minimum of 3 years professional programming experience.
- Excellent Coding skills in a Programming language (PHP is a plus).
- Proficient in Database
- Experience with third-party libraries and API's.
- Ability to trace codes and do bug fixings.
- Fit for our team, match our core values, be a FAST learner and willing to go the EXTRA MILE
- Understands and is 10x committed to our WHY!

**Responsibilities:**

- Codes volume formula and ranks
- Codes commission types
- Codes commission reports
- Codes commission admin tools
- Codes data migration scripts
- Codes payout integrations
- Codes virtual ledgers
- Codes and Document our own Commission Naxum API
- Assist Junior Commission Developers on their responsibilities.
- Personal Kaizen. Complete 1 of the following each month.
  - (1) new audiobook each month
  - (1) new book from the Gemba Library
  - (1) approved online higher education course

**NaXum Core Values:**

Remember, all promotions and corrective actions on our team are based on how well you live out the Core Values of NaXum. They are the standard that everything is measured by. This creates an amazing culture of individuals I am sure you will enjoy to collaborate with who come to contribute everyday in an amazing way.

**Be Passionate** – Know that the work we do makes a difference for thousands of families around the globe.

**Kaizen** - Always improving our process, learning, being open minded, intentionally growing...

**Deliver WOW!** - How our clients and team members feel when we interact and deliver.

**Clear Candid Communication** - Our process of clarity with clients, vendors, and team members

**Promote From Within** – Always look inside our team for resources first

**Be Adventurous & Open Minded** – Share your thoughts with us and be willing to “Poke The Box”

**Be Humble** – Have a helpful and supportive attitude

**B Generous** – Share your energy and be willing to train and support others

**Be Accountable & Take Ownership** - Leaders are owners, bringing intentional innovation to the table and taking pride in doing great work

***Accountability & Corrective Action:***

Your Supervisor: Reports to COO Jenilyn Montebon

***3 Strike Policy:***

At NaXum we have a 3-strike policy for all team members. If you have 3 incidents where you display that you are not aligned with the core values in your work, you are automatically resigned from your position. Each time you receive a strike, your direct report will meet with you, outline what you did to receive the strike and mark it in your record.

Our goal is to create a team of passionate people that “get it, want it, and have the capacity to do” their role. People that love what they do and contribute together congruent with our core values, this policy promotes people who live out the core values and naturally filters away the ones that are not meant to be on the team. The FIRST time you have an incident you will receive a REMINDER. The SECOND time you have an incident you will receive a WARNING. The THIRD time you have an incident you will receive a STRIKE.

Strikes are tracked yearly and reset at the end of the calendar year.

Please understand, to be fair, we will always operate with a REMINDER, then a WARNING and then a STRIKE. So this is plenty of time for you to learn and never make the same mistakes more than 2 times.

If you receive a STRIKE, you will meet with your team leader and either Ben or Rodd. We will discuss how we can improve and become better so you never make the same mistake again.

If you receive a SECOND STRIKE, we will have another meeting with your team leader and either Ben or Rodd and again, work on how you can become better and never make the same mistake again,

If you receive a THIRD STRIKE, you will be asked to leave our company.

**Full-Time Team Hours:**

You are responsible to be online from 5pm-2am Philippines time. Starting each week at 5pm Monday afternoon and ending each week at 2am Saturday morning Philippines time.

**Daily Meeting & Skype Rules:**

When coming online for your shift comment in the team skype notifying the team you are “online”. When you go offline for lunch comment example “offline for lunch” in team skype, when you return comment “online”, and lastly when you go offline at the end of shift comment example “offline, good night team”

**Paid Time Off(PTO):**

During the First Year, after 30 days trial is complete = 5 paid days

During 2nd Year = 10 paid days

During 3rd Year = 15 paid days

3 years and up = 20 paid days

Many times team members will request to work at home without proper paid leave approval. We are ALL about building a Gemba office team and community, so we must clarify that we are NOT a work from home company. If you do NOT come to GEMBA and fulfill your entire shift, you will be marked ABSENT and this ABSENCE will be part of your PAID LEAVE counter.

When this happens, you will be marked as ABSENT on the DAILY stand up review notes and this will be counted towards your PAID DAYS OFF counter.

NOW, if you have used up all of your PAID TIME OFF and do not have any PAID LEAVE remaining, here is what the process will be when you have this type of UNAPPROVED ABSENCE/TIME OFF not working in GEMBA.

1. The FIRST time you will receive a REMINDER and still receive your full salary.
2. The SECOND time you will receive a WARNING and still receive your full salary.
3. The THIRD time you have this type of unapproved ABSENCE, you will receive a STRIKE and a 1 day salary deduction.

**13<sup>th</sup> Month Bonus:**

At NaXum we pay team members who have been with us for a full year a 13<sup>th</sup> month bonus on December 20<sup>th</sup> each year. This bonus is equal to one months salary and is able to be received if

- A) You have been on the NaXum team for over 12 months
- B) You have no strikes on your record.

Welcome Aboard! We would like you to begin work on **September 17th, 2018**. Please sign below, and return a signed copy to us as acceptance of this offer. We are confident you will make significant contributions towards the continued success of the NaXum Marketing, Management and Commission platforms, and look forward to working with you.

Sincerely,



Ben Dixon, CEO  
NaXum Online Marketing Services, LLC.

Accepted:

DocuSigned by:  
  
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Victor Santos Jr

9/13/2018 7:09:15 AM PDT

## CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

This Confidentiality and Non-Circumvent Agreement (hereafter "Confidentiality Agreement") is dated this 12th day of September 2018, by and between Naxum Online Marketing Services LLC, ("Disclosing Party") and Victor Santos Jr, ("Receiving Party").

### Recital

The disclosing party wishes to preserve the confidentiality of any Information disclosed to the Receiving Party in connection with any discussion, transaction, or agreement into which the parties may enter.

**NOW THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiving Party agrees as follows:

1. As a condition to receiving the Information which either party or any of its employees, representatives or agents ("the Disclosing Party") may furnish to the other ("Receiving Party") or to which the Receiving Party is afforded access, directly or indirectly, the Receiving Party covenants to hold and treat the Information in strictest confidence and shall not, without the prior written consent of the Disclosing Party, use or disclose the Information or any part thereof except as necessary for the purpose of evaluating a possible transaction between the parties or except as permitted herein.
2. As used herein, the term Information shall mean all technical, proprietary, sales and financial data and information, whether written or oral, including but not limited to financial papers and statements, customer lists, research and development activities, vendors, computer hardware and software, code, products, product formulas, drawings, trade secrets and information regarding operating procedures, pricing methods, marketing strategies, customer relations, future plans and other information deemed proprietary or confidential by the Disclosing Party, which has been verbally communicated or expressly and physically delivered to the Receiving Party by the Disclosing Party. All information disclosed to the Receiving Party by the Disclosing Party hereunder shall be deemed to be Confidential and Proprietary Information. Where practical, the disclosing party agrees to specifically identify the confidential information with labels or clear communications that indicate certain information is confidential and subject to the confidentiality agreement.
3. The term Information does not include information which:
  - (a) has been or becomes published or is now, or in the future, in the public domain through (i) no fault of the parties; (ii) by other than unauthorized disclosure by Receiving Party; or (iii) disclosure to third parties by the Disclosing Party without similar restriction;
  - (b) prior to disclosure hereunder, is property within the legitimate possession of the Receiving Party;
  - (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of third party's or the Receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure;
  - (d) is independently developed by the Receiving Party through persons who have not had, either directly or indirectly access to or knowledge of such Information which can be verified by independent evidence;
  - (e) is disclosed with the written approval of the Disclosing Party;
  - (f) is obligated to be produced under order of a court of competent jurisdiction or a valid administrative or congressional subpoena or otherwise required by law; or
  - (g) is or becomes publicly available free of any obligation to keep it confidential.
4. Information shall not, without the prior written consent of the Disclosing Party, be disclosed to any person or entity other than employees or agents of Receiving Party who need to know the Information and in those instances only to the extent justifiable by that need.
5. In further consideration of the disclosure to be made by the Disclosing Party, Receiving Party agrees to promptly redeliver to the Disclosing Party upon the request and without relieving Receiving Party of any obligation of confidentiality all written material containing or reflecting any Information (including all copies, extracts or other reproductions) and further agrees that the Disclosing Party shall have no liability to Receiving Party resulting from use of the Information.

6. Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.
7. Unless executed by mutual written consent of both parties hereto this Agreement shall expire five (5) years from the date hereof.
8. In no event shall either party be liable to the other or to any third party for any special, indirect, incidental or consequential damages resulting from any breach of this Agreement.
9. Because money damages would not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief as remedy for any such breach in addition to all monetary remedies available at law or in equity.
10. The Receiving Party hereto shall not in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Confidentiality Agreement or the discussions or negotiations covered by this Confidentiality Agreement without the prior written consent of the Disclosing Party.
12. The Receiving Party agrees to not circumvent the Disclosing Party by working with or soliciting business associates, prospective distributors, clients, and other third party vendors introduced by Disclosing Party as a result of the discussions between the parties.
13. This Confidentiality Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.
14. This Confidentiality Agreement shall inure to the benefit of the respective parties, their legal representatives, successors, and assigns.
15. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
16. If any provision of this Confidentiality Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of this Confidentiality Agreement that can be given effect without the invalid provision. If any provision of this Confidentiality Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement on the date first above written.

Disclosing Party

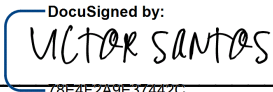
By: 

Title: CEO

Print Name: Ben Dixon

Date: September 12th, 2018

Receiving Party

By:  78E4F2A9E37442C...

Print Name: Victor Santos Jr

Date: 9/13/2018 7:09:15 AM PDT

Date: \_\_\_\_\_