

Novasol Judicare Inc.

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Flat-fee Agreement regarding engagement of Mogens Eliasen for teaching/coaching/speaking

This agreement, entered into this day of,, confirms the terms on which Novasol® accepts commitment to the following client (="The Client"):									
Name:									
Addı	ress: _								
teac	hing/c	oaching/s	th this assigr peaking service	s with M	logen	s Eliase	en as	the instructo	r/speaker:
Date	e(s): _								
Loca	ition(s):							
Assi	gnmen	it(s):							
(If	the	above	assignments	refer	to	any	of	Novasol's	standard

(If the above assignments refer to any of Novasol's standard seminars/workshops/courses as described on Novasol's web site, those descriptions will make up part of this agreement. An outline of those activities and their objectives much be attached to this agreement, for instance in the form of printed copies of the relevant web pages. The list above must be a complete list of such attachments.)

The terms for this service are as follows:

- 1. Novasol will be responsible for bringing Mogens Eliasen to the location of the assignment(s), and The Client will be responsible for all practical arrangements connected to the assignment(s), including bringing the participants to join and pay, as outlined in detail below.
- 2. The Client is responsible for provision of adequate facilities for the assignment, including classrooms, training areas etc. A complete overview of the details of what is required is available on Novasol's web site at http://freedomfromtaxes.com/feeschedule.php. A printed copy of this web page is attached to this agreement. The Client covenants that these requirements are understood and will be honored. If this turns out to *not* be case, Novasol is released from all obligations in regards to payment of affiliate commissions (see point 10 below).
- 3. The Client is solely responsible for marketing and promotion of the event, and for accepting payments from the participants. The client may charge whatever fees he/she sees reasonable. Those fees are not necessarily related to what Novasol charges The Client.
- 4. For each of the individual activities covered by this agreement, Novasol will provide a copy master for student materials and handouts, typically as an electronic file. The JV-Partner will take care of printing of those materials for handout in a binder to all individual participants, in accordance with Novasol's instructions.
- 5. Novasol may, at its own discretion, announce the event on its web site, referring to The Client for more information and sign-up. Novasol will *not* accept sign-ups itself.
- - b) A remaining FLAT FEE, covering the balance of all monies owed to Novasol in accordance with this agreement (="The Flat Fee"), regardless the number of participants; The Flat Fee is agreed to be

in the amount of US\$ _	
payable no later than	

- 7. Novasol and Mogens Eliasen will be committed to scheduling and preparing the activities and the necessary travel covered by this agreement when Novasol has received all of the following:
 - A signed original of this agreement.
 - ➤ A signed original of the <u>Payment Schedule</u> for this agreement, outlining the current banking information and the acceptable ways for The Client to pay (see further details in point 9 below).
 - > The agreed Deposit.

This agreement is valid from the date the last of the above events happens, and till then, Novasol assumes no responsibility for delivering the services.

8. The Deposit is fully refundable if and only if Novasol or Mogens Eliasen cancels the assignment for reasons not related to the client. This will only happen in case of extreme emergencies over which neither Novasol nor Mogens Eliasen has any control.

If Novasol receives The Deposit later than agreed, Novasol reserves the right to not accept the assignment on those conditions by returning the funds to The Client within 5 business days.

- 9. Payments are accepted
 - by cash,
 - by certified bank draft or International money order
 - > by registered mail/courier to Novasol, or
 - by wire transfer,

at this time. Payment can be handed out to Mogens Eliasen or to another authorized Novasol representative. The relevant banking information is provided in the <u>Payment Schedule</u> for this agreement, and the agreement is only valid when both The Client and Novasol have signed that Payment Schedule. Novasol retains the right to change this banking information any time and will notify The Client when this happens.

10. The Client is welcome to sign up as Novasol affiliate, prior to the assignment. This will make it possible for The Client to receive affiliate commissions on all sales of Novasol products during the assignment.

For this, The Client must provide to all participants an order form that enables the participants to order Novasol products at the event, as well as products/services held in commission by Novasol and subject to Novasol's affiliate program. Novasol will provide its own catalog as a master/base for such an order form. If the order form is anything but a plain copy of Novasol's catalog, it must be submitted for Novasol's approval no later than 14 days before the assignment.

The Client is welcome to also include with the order form a brief introduction or reference to his/her own business/organization, as long as this is done I a way that does not refer to Novasol or indicates any endorsement of The Client's business/organization from Novasol's side.

- 11. In case The Client does not provide such an order form or did not submit it for approval, or did not follow Novasol's requests for editing, Novasol retains the right to provide its own order form or catalog as handout in which case The Client not be entitled to commissions on the sales obtained at the event.
- 12. Novasol retains the right to video-tape all events and to use the recordings under reference to its own exclusive copyrights. Novasol will request permission from the audience to do so, and will expect The JV-Partner to facilitate that participants who do not want to be included on those video recordings are placed and identified so Novasol can easily avoid including them.
- 13. This agreement can be cancelled with written notice. E-mail that is acknowledged received will constitute such notice.
- 14. If Novasol cancels the agreement, any payments received will be paid back. Novasol will further hold The Client harmless for any documented non-refundable costs incurred by The Client for room reservation and paid advertising during the time the agreement was in force.
- 15. If The Client cancels the agreement, Novasol is instantly released from all obligations included in this agreement. The Deposit is non-refundable and will cover Novasol's non-specified preparation costs, such as travel cancellation fees and lost revenue.
 - If the client's cancellation is received *after* Mogens Eliasen has commenced travel or committed payment for travel, the client is liable for payment in full as agreed. In case of the client's cancellation, Mogens Eliasen is free to use his time as he sees fit, including commencing travel home instantly upon arrival.
- 16. The Client covenants that the fees payable in accordance with the <u>Payment Schedule</u> of this agreement are part of this agreement, and that any attempt from The Client's side to revoke a payment that was paid to Novasol and received by Novasol in good faith, shall be considered a fraudulent breach of this agreement that entitles Novasol to the maximum possible compensation for damages permissible by law. It shall further be considered aggravating circumstances if The Client attempts to do so without first negotiating with Novasol a solution to the underlying problem that might be considered a reason for such action.

Novasol Judicare Inc. – Flat-Fee Assignment Agreement

17. This agreement is subject to the laws of the State of Idaho, in case of legal disputes beyond what the parties can resolve on their own.

The parties signing below covenant that they are duly authorized to bind the party they represent, and that they are not aware of this agreement in any way infringing on any third parties' rights:

Date:	
Client Signature:	
The above assignment is accepted by Novasol:	
Date:	
Novasol Signature:	