

NOVIUS GROUP CONSULTANT AGREEMENT

Novius Group and Consultant, [REDACTED] recognizing that the Consultant's position with Novius is one in which he will receive or contribute Confidential Information, agree as follows:

A. DEFINITIONS

In this Agreement, the following definitions shall apply:

- (1) "Novius" means MTM Business Solutions LLC d.b.a. Novius Group and any of its subsidiaries and affiliates on behalf of whom this agreement is executed.
- (2) "CONSULTANT" means the individual or company that signs this Agreement as a Consultant.
- (3) "CONFIDENTIAL INFORMATION" means Novius' or Clients processes, customer's lists and requirements, education materials, resource lists, i.e. consultant/employee, and information not generally known relating to research, development and sale of Novius' or Clients services.

B. AGREEMENT

This consulting agreement ("Agreement") is effective for all purposes in all respects as of the 13th Day of December, 2018, by and between MTM Business Solutions LLC d.b.a. Novius Group ("Novius"), a New York limited liability corporation, and Consultant having a principal place of business at, [REDACTED]
[REDACTED]

WHEREAS, the Consultant has considerable knowledge and experience relating to the business of Novius;

WHEREAS, the Consultant desires to aid and assist Novius as a Consultant by providing certain services;

WHEREAS, Novius desires to recognize the valuable services performed by Consultant, and further desires to engage the Consultant as a Consultant to render services to Novius or on behalf of Novius;

WHEREAS, Novius and the Consultant desire to set forth herein their understandings and agreements:

NOW THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Retainer-Term

This Agreement is made with consultant as an independent contractor and not as an employee of Novius. Consultant agrees to be liable for all applicable federal, state, local income taxes, social security taxes, disability, health, liability, workman's compensation payments and/or insurance required by law. Novius hereby retains Consultant and Consultant agrees to perform services for Novius commencing the date set forth above and concluding in accordance with paragraphs 4, 5, and 6 of the Agreement.

2. Client Assignment

Novius shall introduce Consultant in client situations to which Consultant may be assigned upon mutual acceptance by Consultant and the client. If such initial client assignment is acceptable between Consultant and client, Novius and Consultant will execute a work order which terms and conditions shall become incorporated into this Agreement. Acceptance of the terms and conditions of the initial client assignment will be evidenced by the signature of the Consultant and an Authorized representative of Novius.

For the purposes of this Agreement, the initial client assignment is to be the first assignment under each and every work order. Thus, every new work order will be implemented by an initial client assignment.

Upon the execution of each and every work order between Consultant and Novius, Consultant hereby agrees and shall commit to performing services under said work order for a period of at least the initial client assignment, and if requested by client, one extension thereof. It is further acknowledged between the respective parties hereto, that the aforesaid first extension shall be for a period of time not to exceed three (3) months.

3. Duration of Client Assignments

Work orders may be extended by Novius beyond the first extension with concurrence of the Consultant upon receipt of notice from the client that the work effort is to be extended. Each and every extension period shall be entered onto the work order and a copy of said revised work order shall be forwarded by Novius to Consultant who shall signify acceptance by his initials.

Consultant agrees to be bound by the terms and conditions of all work orders, initial client assignments, extensions and terminations thereof, as set forth herein.

4. Termination of Agreement or Work Order by Consultant

Consultant may terminate this Agreement upon two (2) weeks written notice to Novius if Novius is in default of any term or condition set forth in said Agreement or if Consultant is not actively assigned on any work order.

5. Termination of Agreement by Novius

- (a) Novius may terminate this Agreement and any work order, initial client assignment or extension thereof, without notice, when requested by the client.
- (b) Novius may terminate this Agreement upon two (2) weeks written notice to Consultant if Consultant is in default of any term or condition set forth in this Agreement or if consultant is not actively assigned work orders.

6. In the event that Consultant's initial client assignments or any extension thereof, shall be terminated, or by reason of his death, Novius shall from the date of such termination have no obligation to make any payments under this Agreement other than payments then due and not paid by such termination date.

7. Consultant Compensation

Novius agrees to pay and Consultant agrees to accept the per diem compensation rate set forth as a term and condition of the aforesaid work order for each day worked under said work order, such rate shall be fixed for the period extending twelve (12) months from the execution date of the initial work order, except if said work order is earlier terminated.

Payment to Consultant by Novius shall be made within 30 days, following the receipt at Novius office of timesheets properly signed by the client's representative, provided the timesheet is received within ten business days after month's end. Compensation based on timesheet received beyond 10 business days after month's end will be paid upon receipt of funds from the client. Per diem compensation is based upon a normal workday of eight (8) hours unless specified otherwise on the work order. Work in excess of the normal work day when approved as billable overtime by the client shall be compensated at a rate in accordance with the client's overtime policy.

When a professional day is specified in the work order, it will be understood to mean that reasonable short periods of overtime (less than one hour per day) will be worked without additional compensation when required from time to time.

8. Covenant Prohibiting Consultant from Disclosing Confidential Information

It is agreed that Consultant will not, directly or indirectly, furnish or divulge the names of any customers of Novius, or of any prospective customers of Novius, or of any persons who have heretofore traded and dealt with Novius, nor will he, during the life of this Contract, or at any time in the future, disclose or furnish to any other person, firm or corporation a description of any of the methods of obtaining business, or of advertising the same, or of obtaining customers therefore, or the manner or process of services provided by Novius, or disclose to any person, firm or corporation any client confidential information obtained by the Consultant during the course of said work assignments.

Consultant agrees that their personnel assigned to Novius projects will not divulge any information with regards to their compensation or employment status to any end clients personnel.

9. Covenant Prohibiting Consultant from Working For Competition

Consultant agrees that he will not, for a period of six (6) months from the termination of any work order, or during any term thereof, enter the employ of any competitor, or of any person, firm or corporation for the purpose of providing or offering the same line of services to the same clients Consultant serviced on behalf of Novius during the preceding twelve (12) month period, in the New York Metropolitan Area, nor will the Consultant contract on his own behalf or in any manner with said clients of Novius whom the Consultant has serviced within six (6) months after the termination of any work order.

10. Covenant Prohibiting Consultant from Soliciting Clients or Employees

Consultant acknowledges that his services and the rights and privileges granted to Novius there under are unique and extraordinary in the field of computer programming, programmer analyst, systems analyst and/or related disciplines. The Consultant further acknowledges that Novius invested substantial time, money, business effort and advertising in developing customer and consultant relationships which are unique in the business, and thus, Consultant agrees that for the period of six (6) months subsequent to the termination of any work order or extension thereof, said Consultant will not solicit a customer of Novius, or an employee of the Client or Novius, with which Consultant was assigned, or worked with or whom Consultant became acquainted with during any part of a twelve (12) month period preceding his work order termination. It is further agreed that throughout the term of his initial client assignment or any renewals or extensions thereof, Consultant will give to Novius his best and most conscientious efforts and the benefits of all his skill and talent.

Consultant further agrees that he will perform services on behalf of Novius in the manner and dress that is conducive to the customer's satisfaction, and at all times will conduct himself as a professional in the data processing field.

Consultant agrees that if during the term of the work order, the consultants assigned personnel and the end Client wish to enter into a mutually agreed to employer/employee relationship the consultant will in no way act to block this arrangement or expect monetary compensation from any of the involved parties

11. Agreement of Consultant to Disclose to Novius All Inventions Devised During Term of Employment

That the Consultant will immediately disclose to Novius any and all improvements and inventions that he may make solely, or that he may make jointly or commonly with others, during the term of his employment with Novius, in respect to either of:

- (a) Methods, processes or apparatus concerned with the production of any character of systems or materials sold or used by Novius; and/or
- (b) Any character of systems or materials sold or used by Novius.

12. Copyrights

Consultant agrees that all writings produced by Consultant under an associated work order shall be the sole property of Novius or the Client of Novius as per the terms and conditions of the Novius-Client contract, and Novius or the Client of Novius shall have exclusive right to copyright such writings in any country or countries; however, Novius will make its best efforts to grant a non-exclusive right to Consultant to publish such writings when circumstances, including Client security regulations, will permit.

13. Use of Name

Consultant shall not use any personal promotion, advertising or sales literature in connection with his activities under this Agreement for his own personal gain or profit.

14. Non- Disparagement

Consultant shall not make any statement, whether verbal or written that defames, disparages or demeans or will have or may have the effect of defaming, disparaging or demeaning Novius, or which has or may have an adverse effect on the character, reputation, or business of Novius

15. Consultant assumes all risk of personal injury and all risk of damage to or loss of personal property furnished by him in the performance of his duties and the terms of this agreement.

16. All communications and notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally to an officer of Novius, or if sent by United States registered mail or certified, postage prepaid, addressed as follows:

From: Novius Group

To:

With Copy to: _____

From: _____ (Consultant)

or to such other address as either party hereto may have designated to the other by written notice.

17. This Agreement contains the entire Agreement between the parties and may not be changed in any way except in writing, duly executed by Novius and Consultant.

18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

19. No waiver shall be deemed to be made by any party hereto of any rights hereunder, unless the same shall be in writing and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the waiving party or the obligations of the other party in any other respect at any other time. The provisions of paragraph 8, 9, 10, 11, 12, 13 and 17 shall survive termination of this agreement.

20. The provisions of the Agreement shall be binding upon and inure to the benefit of the respective heirs, legatees, personal representatives and successors and assigns of the parties hereto.

21. If the Consultant defaults in the terms and conditions of this Agreement or any work order incorporated herein, he shall be responsible for all damages, both compensatory and punitive as the case may be, which result from said breach.

22. This Agreement is not assignable by either party without written permission of the other party; any attempt to assign any rights, duties or obligations which arise under this agreement without such permission will be void.

23. If the Consultant breaches any term or condition of Paragraph 8, 9, or 10 of this Agreement, he shall be subject to an action to enjoin him from further violating such term or condition of said Paragraph.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 14 day of December, 2018.

For Novius Group

For CONSULTANT:

Signature: _____ Signature: _____

Name: _____
SSN or Fed. I. D.: _____