



AGREEMENT FOR SPONSORSHIP
(EXISTING EMPLOYEE – PERMANENT RESIDENCE)

Associate: Callum Dickson

129 Warren Ave #3, Boston, MA, USA, 02116

Employing Company ("Company"): Novartis Institutes for BioMedical Research Inc

The "Company" and the "Associate" execute this Agreement for Sponsorship ("Agreement") effective upon the execution and delivery hereof by the Parties hereto (the "Effective Date").

The Company and Associate (the "Parties") agree as follows:

At-Will Employment

Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that:

- The employment relationship between Company and Associate is at-will.
- The period governed by this Agreement does not constitute a "term" of employment.
- Each party retains the right to terminate employment at any time and for any reason, in accordance with applicable Company policies.

The Company's Obligations

In consideration for Associate's promises contained in this Agreement, Company will act as Associate's sponsor for permanent residency. While Company shall use reasonable efforts with respect to sponsorship of Associate, Associate understands that Company does not guarantee, warrant, or otherwise promise that Associate will become a permanent resident.

Associate's Obligations

In consideration for Company's promises contained in this Agreement, Associate agrees to continue employment with Company for a period of two (2) years from the date Associate becomes a permanent resident, if the Associate becomes a permanent resident.

Remedies in Case of Default

- If Company fails to fulfill sponsorship requirements or terminates Associate without cause, then Company releases Associate of his/her obligations outlined above.
- If Associate resigns or Company terminates the Associate for committing a violation of Company policy, for neglect of duties, or for misconduct within 24 MONTHS of becoming a permanent resident, Company is entitled to liquidated damages from Associate relating to all losses incurred to date in performance of this Agreement excluding, under DOL Regulation, the legal fees and costs associated with the preparation and filing of the PERM Labor Certification, not to exceed Ten Thousand Dollars (\$10,000.00) for the performance of this Agreement, to be calculated in the following manner:
 - If Associate leaves Company within 24 months from the issuance date of permanent residence, then Associate must pay liquidated damages in the amount of 1/24 of the losses associated with the permanent resident application process for each month short of two years' service after Associate becomes a permanent resident, not to exceed \$10,000.00.
 - If Associate leaves Company prior to the issuance of permanent residence, then Associate must pay liquidated damages in the total amount of the losses associated with the permanent resident application process, not to exceed \$10,000.00.
- The Parties agree that the liquidated damage sums herein approximate the losses incurred by Company as a result of Associate's end of employment.
- Company may take legal action to recover any liquidated damages from Associate. The prevailing party shall be entitled to attorney's fees and costs from the defaulting party.

General Provisions

- The Parties may modify or waive a provision under this Agreement in a writing signed by both Parties or their authorized agents.
- This Agreement shall bind Company assigns. The assigns shall assume the benefits and liabilities of this Agreement.
- The Parties intend that any invalid or unenforceable provisions of this Agreement are severable from the remainder, and a court shall read this Agreement as if it did not contain the redacted provision(s).
- The Parties stipulate that this writing is a final expression of the entire sponsorship agreement, extinguishing and terminating all preexisting agreements regarding sponsorship.
- The laws of New Jersey shall govern this Agreement's validity and the rights and obligations of the

Parties.

By signing below, the Parties hereby acknowledge, understand, and agree to the above terms and conditions.

Callum Dickson

8 / 4 / 2020

Callum Dickson

Sally Johnson

8 / 4 / 2020

Sally Johnson
Executive Director, People & Organization
Novartis Institutes for BioMedical Research Inc (NIBRI)