



# Novasol Judicare Inc.

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## Agreement regarding engagement of Mogens Eliassen 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: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

In accordance with this assignment, Novasol® will provide the following teaching/coaching/speaking services with Mogens Eliassen as the instructor/speaker:

Date(s): \_\_\_\_\_

Location(s): \_\_\_\_\_

Assignment(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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.)

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The terms for this service are as follows:

1. Novasol will be responsible for bringing Mogens Eliassen 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://freedomfromtaxesl.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 14 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. The Client is responsible for submitting to Novasol a complete list of participants, including their first and last names, e-mail addresses, and phone numbers, for each assignment. This list must be in Novasol's hands no later than 2 weeks before the assignment so Novasol can prepare student materials and handouts in a timely manner. If this list is not submitted on time, The Client is solely responsible for provision of all handout materials, and Novasol will not pay any affiliate commissions on any sales obtained during the assignment(s), as outlined further in point 14.
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.
6. The Client provides to Novasol the following payments:
  - a) **A non-refundable DEPOSIT** (=“The Deposit”);
  - b) **A remaining FIXED FEE**, covering the tuition for the minimum number of students (=“The Fixed Fee”);
  - c) **A cash advance for major travel expenses, such as airline tickets**, as agreed, if travel by air is involved;
  - d) **An additional RATE FEE that is a fixed rate per student** in excess of the minimum number that is covered by The Deposit and The Fixed Fee (=“The Rate Fee”);

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- e) **Reimbursement of travel expenses not covered by the cash advance above**, such as accommodation, taxi, car rental, meals, etc..

The sizes and the terms of payment of those fees are outlined in Schedule A of this agreement.

7. Novasol and Mogens Eliassen 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 Schedule A of this agreement.
  - A signed original of the [Payment Schedule](#) for this agreement, outlining the current banking information and the acceptable ways for The Client to pay (see further details in point 13 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 Eliassen 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 Eliassen 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. If/when requested by Novasol, The Client must provide Novasol with a cash advance to cover the travel costs, particularly including airfares and all related airport fees and taxes, but also accommodation and meals and other expenses that must be paid up-front prior to the assignment. If those expenses are not paid as requested/invoiced, Novasol retains the right to cancel the agreement, without refunding The Deposit.
10. The Client pays Novasol The Fixed Fee as outlined in Schedule A, regardless the number of students signed up for the event. If this fee is not paid on time, Novasol retains the right to cancel the agreement, without refunding The Deposit or any paid travel expenses.
11. The Client pays Novasol The Rate Fee as outlined in Schedule A. This fee is payable before the start of the assignment; Mogens Eliassen has no obligation to commence teaching until this amount is paid to him.

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12. No later than at the beginning of the assignment, The Client will also reimburse Mogens Eliassen's travel and possible accommodation expenses in accordance with the following terms:
- **Accommodation (one room, non-smoking) and Meals** at face value, unless provided, for Mogens Eliassen, his assistant, and his dog;
  - **Various fares, taxi, taxes, airport fees, etc.** as necessary, at face value;
  - **Mileage** for use of own vehicle (at \$0.32 per mile, or \$0.20/km);
  - **Overhead projector** and screen, if not provided by client: \$75 (only applicable for road travel);
  - **Whiteboard/blackboard** + markers/chalk, if not provided by The Client: \$50;
  - **Travel time** (air or road), including all time from start of travel from Creston, BC till end of travel, will be charged at \$10 per hour, regardless any possible use of this time for other purposes, such as rest or reading, as long as this does not interfere with the assignment or delays the travel.

Expenses relating to the return trip will be prorated (extrapolated/estimated) as needed, using known values if receipts cannot be produced.

13. 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 Eliassen or to another authorized Novasol representative. The relevant banking information is provided in the [Payment Schedule](#) 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.

14. 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

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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 in a way that does not refer to Novasol or indicates any endorsement of The Client's business/organization from Novasol's side.

15. 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 will not be entitled to commissions on the sales obtained at the event.
16. 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.
17. This agreement can be cancelled with written notice. E-mail that is acknowledged received will constitute such notice. The client's lack of payment of a scheduled fee payment at the agreed time will also constitute sufficient reason for Novasol to instant cancellation of the agreement.
18. 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.
19. 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. The Deposit will not be used towards paying for any other direct out-of-pocket expenses incurred by Novasol, such as travel cancellation fees and lost revenue.

The Client is further liable for reimbursing Novasol all documented and invoiced expenses.

When invoicing, Novasol will deduct any fees paid in excess of the deposit from the total amount owed by the client. If those additionally paid fees are insufficient for covering Novasol's documented expenses, The Client will pay the difference directly to Novasol, as invoiced, holding Novasol harmless for that difference.

If the client's cancellation is received *after* Mogens Eliassen has commenced travel, the client is liable for payment in full as agreed for the minimum number of students, regardless of the assignments being cancelled. In case of

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the client's cancellation, Mogens Eliassen is free to use his time as he sees fit, including commencing travel home instantly upon arrival.

20. The Client covenants that the fees payable in accordance with Schedule A and the [Payment Schedule](#) 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.
21. 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:** \_\_\_\_\_

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**SCHEDULE A to Assignment Agreement of Date: \_\_\_\_\_**

Client name: \_\_\_\_\_

The client agrees to pay Novasol the agreed fees and reimbursements at the times specified below:

- **A non-refundable DEPOSIT, in the amount of US\$ \_\_\_\_\_, payable upon acceptance of this agreement, yet no later than \_\_\_\_\_;**
  
- **A remaining FIXED FEE, in the amount of US\$ \_\_\_\_\_, payable on or before \_\_\_\_\_;**
  
- **Cash Advance for airline tickets and other travel expenses, as requested by Novasol;**
  
- **A RATE FEE of \$ \_\_\_\_\_ per student in excess of \_\_\_\_\_, payable upon submission of the full student list, no later than \_\_\_\_\_.**
  
- **Reimbursement of travel expenses, as they are incurred and not paid in advance, yet no later than at the beginning of the assignment on \_\_\_\_\_.** Expenses for return travel are prorated (extrapolated) based on known costs from the travel out.

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

**Client Signature:** \_\_\_\_\_

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

**Novasol Signature:** \_\_\_\_\_