



**From:** Michael Cohen [mailto:mdcohen212@gmail.com]

**Sent:** Monday, February 13, 2017 3:55 PM

**To:** Jimenez, Joe

**Subject:** Novartis Consulting Agreement

Joe,

Please see attached my pro forma consulting agreement. Let me know if there are any changes, additions or deletions you might require.

Sent from my iPhone

Michael D. Cohen, Esq.  
Personal Counsel to  
President Donald J. Trump  
Cellular: [REDACTED]  
[mdcohen212@gmail.com](mailto:mdcohen212@gmail.com)

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (this "Agreement") is entered into this 13th day of February, 2017 by and between Novartis, with an address at Novartis Campus, Fabrikstrasse 18, 4056 Basel, Switzerland (the "Company"), and Essential Consultants LLC with an address at \_\_\_\_\_, New York, New York 10022 (the "Consultant"). The Company and the Consultant are each sometimes referred to herein as a "Party", and collectively as the "Parties".

**WHEREAS**, the Company recognizes the specialized knowledge and expertise of the Consultant and the Company wishes to enter into a consulting relationship with the Consultant in order to utilize that knowledge and expertise; and

**WHEREAS**, the Consultant is desirous of being engaged by the Company, and the Company and the Consultant desire to enter into such a consulting relationship upon the terms and conditions hereinafter contained.

**NOW, THEREFORE**, in consideration of the covenants and terms contained in this Agreement as set forth herein and of the mutual benefits accruing to the Company and to the Consultant from the consulting relationship to be established between the Parties by the terms of this Agreement, the Company and the Consultant agree as follows:

1. Consulting Relationship. The Company hereby retains the Consultant, and the Consultant hereby agrees to be retained by the Company, as an independent contractor, and not as an employee (the "Consulting Relationship").

2. Consulting Services. During the Consulting Period (as hereinafter defined), the Consultant and the Company agree that Consultant shall render consulting and advisory services to the Company, (the "Services"), and in such capacity, Consultant shall perform such assignments and have such duties and responsibilities consistent with such position as are assigned to him by the Board of Directors of the Company, to whom the Consultant shall directly report. Unless otherwise agreed to by the Company and the Consultant, the Consultant shall provide the Services at the Company's principal place of business at \_\_\_\_\_.

3. Consideration.

The Company agrees to pay the Consultant for his services performed under this Agreement and for his commitments and agreements as contained herein a consulting fee of One Million Two Hundred Thousand (\$1,200,000.00) US Dollars (the "Fee"). The Fee shall be paid to the Consultant monthly, by wire (instructions attached as Exhibit A) in the amount of One Hundred Thousand (\$100,000.00) USD.

(a) The Consultant shall be paid or reimbursed for all business and travel related expenses incurred or paid by him during the Consulting Period in the performance of his services to the Company upon the presentation of detailed expense statements and expense reports, receipts, vouchers or other supporting information as the Company customarily may require. The Company agrees that the Consultant shall be authorized to utilize "first class" travel and hotel arrangements.

4. Benefits. The Consultant shall not be entitled to any benefits which employees of the Company are entitled to receive and shall not be entitled to worker's compensation, FICA contributions, unemployment compensation, paid vacations, paid holidays, pension, profit sharing or any other benefits of the Company.

5. Term and Termination. The term of this Agreement shall commence upon the date first written above and shall continue for a period of one (1) year, and shall renew automatically thereafter for successive one (1) year periods, unless terminated by "Consultant" on not less than sixty (60) days prior written notice.

6. Independent Contractor. The parties hereto agree and acknowledge that the relationship between the Company and the Consultant shall be that of an independent contractor and not that of employer-employee, master-servant or principal-agent. Nothing in this Agreement, or its implementation, shall be construed to be to the contrary. The Company shall not withhold FICA or taxes of any kind from any payments which it owes the Consultant. The Consultant is responsible for all of his payroll taxes and insurance. The Consultant shall perform the work at his own risk. The Consultant assumes all responsibility for his taxes relating to the consulting payments hereunder.

7. Entire Agreement. This Agreement, and any attachments or exhibits appended hereto, shall represent the complete agreement and understanding between the Company and the Consultant concerning the subject matter hereof and supersedes all prior agreements and understandings of the Parties, written or oral. No attempted modification or waiver of any of the provisions hereof shall be binding on either Party unless made in writing and signed by both the Consultant and the Company.

8. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if: (a) personally delivered, (b) sent by certified mail, return receipt requested, (c) sent by facsimile (with transmission confirmation), or (d) sent by reliable overnight courier (i.e. Federal Express) to the Party it is addressed to at his/its address set forth on the Page 1 of this Agreement (or such other addresses that shall be given in writing by either Party to the other Party in accordance with this Section 8).

9. Waiver. The waiver by any Party of the breach or violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision thereof.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Consultant and his heirs, legal representatives and assigns and the Company and its successors and permitted assigns.

11. Applicable Law. It is the intention of the Parties hereto that all questions and interpretations with respect to the construction and performance of this Agreement and the rights and liabilities of the Parties hereto shall be determined in accordance with the laws of the State of New York, without reference to choice of law principles thereof.

12. Consent to Jurisdiction. In the event of any conflict or dispute hereunder, each of the Parties hereby consents to the sole and exclusive jurisdiction of the State and Federal Courts of the State of New York and waives any defense to the jurisdiction of such courts, including without limitation, based on lack of jurisdiction, improper venue, *forum non conveniens* or otherwise.

13. Counterparts. This Agreement may be executed simultaneously by facsimile and in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Consulting Agreement as of the day and year first above written.

**COMPANY:**

By: \_\_\_\_\_

Name:

Title:

**CONSULTANT:**

\_\_\_\_\_  
**Michael D. Cohen, Esq.**  
**Essential Consultants LLC.**