

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report: July 23, 2021

Date of earliest event reported: July 19, 2021

Maximus, Inc.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

1-12997
(Commission
File Number)

54-1000588
(I.R.S. Employer
Identification No.)

1891 Metro Center Drive,
Reston, Virginia
(Address of principal executive offices)

20190-5207
(Zip Code)

Registrant's telephone number, including area code: (703) 251-8500

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	MMS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Retirement of Mr. Richard J. Nadeau

Maximus, Inc. (“Maximus”) previously disclosed the planned retirement of its Chief Financial Officer, Richard J. Nadeau, effective November 30, 2021. In anticipation of his retirement, on July 20, 2021, Maximus entered into a Separation, Confidentiality and Non-Competition Agreement (the “Nadeau Separation Agreement”) with Mr. Nadeau pursuant to which Maximus agreed (a) all restricted stock units and performance stock units previously awarded to Mr. Nadeau will continue to vest in accordance with their stated terms notwithstanding the termination of Mr. Nadeau’s employment and in accordance with the Maximus policy pertaining to treatment of equity at retirement for key executives and (b) for so long as Mr. Nadeau is providing consulting services to Maximus under the Consulting Services Agreement (defined below), to pay the full amount of COBRA coverage for Mr. Nadeau and his spouse at the benefit level existing at November 30, 2021. Mr. Nadeau agreed to a release of all claims in favor of Maximus and its affiliates and is obligated to comply with certain confidentiality provisions and, until 24 months following the last vesting date of his outstanding equity awards, certain non-competition and non-solicitation provisions contained in the Nadeau Separation Agreement.

On July 20, 2021, Maximus also entered into a Consulting Services Agreement with Mr. Nadeau (the “Consulting Services Agreement”) pursuant to which Mr. Nadeau will provide consulting services related to the transition of the Chief Financial Officer position, transition of the principal accounting officer role and continued support for investor relations and communications, effective December 1, 2021 and ending May 31, 2022 (unless extended), and Maximus agreed (a) to pay Mr. Nadeau a retainer of \$11,000 per month and reasonable and necessary expenses incurred in connection with the services rendered and (b) to indemnify Mr. Nadeau on the same terms as applicable to Maximus’ officers and directors.

Retirement of Mr. Thomas Romeo

Maximus previously disclosed the retirement of Thomas Romeo from his role as U.S. Federal Services Segment General Manager effective July 31, 2021. In anticipation of his retirement, on July 19, 2021, Maximus entered into a Separation, Confidentiality and Non-Competition Agreement (the “Romeo Separation Agreement”) with Mr. Romeo pursuant to which Maximus agreed (a) that Mr. Romeo will act in an advisory capacity to the General Manager of the U.S. Federal Services Segment from August 1, 2021 until March 31, 2022, with a base salary of \$25,000 per month, (b) all restricted stock units and performance stock units previously awarded to Mr. Romeo will continue to vest in accordance with their stated terms notwithstanding the termination of Mr. Romeo’s employment and in accordance with the Maximus policy pertaining to treatment of equity at retirement for key executives, (c) to pay Mr. Romeo a cash bonus of \$511,500 for fiscal year 2021 and \$350,000 in lieu of equity awards that would have been granted to Mr. Romeo after the conclusion of fiscal year 2021, and (d) to pay Mr. Romeo the cost of COBRA coverage from March 31, 2022 until August 31, 2022. Mr. Romeo agreed to a release of all claims in favor of Maximus and its affiliates and is obligated to comply with certain confidentiality provisions and, until 24 months following the last vesting date of his outstanding equity awards, certain non-competition and non-solicitation provisions contained in the Romeo Separation Agreement.

A copy of the Nadeau Separation Agreement, the Consulting Services Agreement and the Romeo Separation Agreement are attached hereto as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, and are incorporated herein by reference. The summary set forth above is qualified in its entirety by reference to Exhibits 10.1, 10.2 and 10.3.

(d) Exhibits.

Exhibit No.

Description

[10.1](#)

Nadeau Separation Agreement

[10.2](#)

Consulting Services Agreement

[10.3](#)

Romeo Separation Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Maximus, Inc.

Date: July 23, 2021

By: /s/ David R. Francis
David R. Francis
General Counsel and Secretary

SEPARATION, CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Separation, Confidentiality and Non-Competition Agreement (“Agreement”) is made between Maximus, Inc., including all wholly- and partially-owned subsidiaries (“Maximus”) and Richard J. Nadeau (“Employee”).

WHEREAS, Employee has been employed by Maximus since June 23, 2014, at all times on an at-will basis; and

WHEREAS, Employee has announced his intention to retire from employment with Maximus effective November 30, 2021 (“Termination Date”); and

WHEREAS, the execution of this Agreement by Employee is a condition for the continued vesting of Employee’s equity awards pursuant to the Maximus policy pertaining to Treatment of Equity at Retirement for Key Executives (“Retirement Policy”); and

WHEREAS, Employee and Maximus desire to enter into this Agreement regarding the Employee’s termination of employment.

NOW THEREFORE, Employee and Maximus hereby enter into this Agreement and each voluntarily agrees to the following terms and conditions in consideration of the promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Termination of Employment. (a) Employee’s employment with Maximus will terminate on the Termination Date.

(b) Employee’s participation, if any, in all Maximus benefit plans, including but not limited to health, life and disability insurance, shall cease as of the Termination Date, except that it is expressly recognized that Employee shall retain all vested rights, if any, under such plans and any amounts payable to Employee under such plans shall be paid pursuant to the respective terms of such plans. There shall be no other benefits paid out unless set forth in this Agreement.

(c) Employee agrees to return all Maximus property including all documents and records belonging to Maximus; provided, however, that Employee may retain his laptop computer, iPad and such other property and documents as are necessary for Employee to render consulting services to Maximus until November 30, 2022. Maximus property shall include but not be limited to laptops, keys, telephone cards, credit cards and any and all other property provided by Maximus during the Employee’s employment. Employee shall submit final expense reports, if any, by the Termination Date.

2. Consideration. Contingent on Employee (i) executing this Agreement on or before the Termination Date, and (ii) complying with the terms hereof, Maximus shall provide Employee with the following consideration:

(a) All restricted stock units (“RSUs”) and performance stock units (“PSUs”) previously awarded to the Employee will continue to vest in accordance with their stated terms

notwithstanding the termination of Employee's employment and in accordance with the Retirement Policy.

(b) For so long as Employee is providing consulting/transition services to Maximus under a separate Consulting Services Agreement effective as of December 1, 2021, Maximus shall pay the full amount for COBRA coverage for Employee and his spouse at the benefit level existing as of November 30, 2021.

3. No Further Compensation or Benefits. Employee acknowledges that the payments and arrangements described in paragraph 2 above shall constitute full and complete satisfaction of any and all compensation and benefit amounts properly due and owing to Employee as a result of employee's employment with Maximus and the termination of that employment, and that the amount described under paragraph 2 above represents consideration greater than that to which Employee would be entitled upon termination of employment in the absence of this Agreement. The parties expressly acknowledge and agree that the payments and arrangements made pursuant to this Agreement shall not be construed or interpreted as an admission of any fault or liability on the part of either party.

4. General Release and Waivers.

(a) In consideration of the payments and arrangements set forth above, Employee releases Maximus and its affiliated entities and their officers, directors, partners, owners, employees, agents, representatives, predecessors, successors and assigns (the "Releasees") from any and all claims, actions, rights, demands, debts or damages of whatever nature, whether known or unknown, currently existing or arising in the future, relating in any way to Employee's employment with Maximus or the termination thereof, including, without limitation, claims under the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act, and all other federal, state or local laws or any other statute, rule, regulation or executive order pertaining to discrimination or retaliation in employment, claims for breach of contract, wrongful discharge, personal injuries or torts, and all claims whether known or unknown, from the beginning of time to the date hereof excepting only those matters set forth in this Agreement.

(b) This Agreement shall serve as a bar to any claim, action, suit, grievance or proceedings relating to the matters generally and specifically released above, except charges filed with the Equal Employment Opportunity Commission ("EEOC"). With regard to any charges, claims or suits filed by Employee or on behalf of Employee with any court or agency, Employee shall take whatever actions are necessary to effect the dismissal with prejudice of any and all Claims employee has against Maximus, including but not limited to the execution of additional documents to cause the expeditious dismissal of such charge or suit with prejudice. If any charges are filed or have been filed with the EEOC, Employee shall take whatever actions are necessary to effect the dismissal with prejudice of any and all EEOC charges employee has against Maximus, including but not limited to the execution of additional documents to cause the expeditious dismissal of such charge with prejudice; and, should the EEOC pursue a claim on Employee's behalf, Employee hereby waives and releases any right or claim to recovery thereunder.

(c) Employee represents and warrants that he is not aware of any circumstances which might entitle, or might have entitled, Employee to a leave of absence under the Family and Medical Leave Act or any fact which might justify a claim against Maximus for violation of the Family Medical Leave Act, state or local leave law. Employee further represents and warrants that he has received all wages and bonuses for work performed, all pay for paid time off under Company policies, and all compensation and leave pursuant to

federal, state and local leave laws to which Employee may have been entitled, and that he is not currently aware of any facts or circumstances constituting a violation by Maximus of the FMLA, FLSA, state or local law. Employee specifically warrants that he had the opportunity to discuss this issue and all underlying facts with his attorney and makes these representations in consultation with his attorney or with opportunity to consult an attorney.

5. Older Worker Benefit Protection Act. In compliance with the Older Worker Benefit Protection Act ("OWBPA") and in providing a release of all claims under the Age Discrimination in Employment Act ("ADEA"), Employee agrees and acknowledges as follows:

(a) Employee has read the terms of this Agreement, understands its contents, and agrees to the terms and conditions set forth therein of Employee's own free will.

(b) Employee has been advised orally and, by this document, in writing of Employee's right to consult with legal counsel prior to executing this Agreement.

(c) Employee does not rely on any statement or representation of Maximus in entering into this Agreement.

(d) Notwithstanding any provision to the contrary herein, Employee does not release rights or claims under the ADEA that arise after the date this Agreement is executed.

(e) Employee understands that this Agreement includes a general release and that Employee can make no claims against any of the Releasees except as provided herein.

(f) Employee shall have 21 days from July 8, 2021 within which to consider the terms and execute this Agreement. (Employee may consider, execute and provide this Agreement to Maximus sooner if Employee chooses, but may take all 21 days if Employee desires.)

(g) Employee acknowledges and understands that Employee may rescind this Agreement within seven (7) calendar days of the date on which Employee executes this document ("Revocation Period"). Should Employee wish to exercise the right to rescind this Agreement, the rescission must be in writing and must be delivered by hand or mail to the Maximus General Counsel within the Revocation Period. If Employee wishes to deliver the rescission by mail, the rescission must be postmarked within the Revocation Period; must be sent by certified mail, return receipt requested; and must be properly addressed as follows:

David R. Francis
General Counsel
Maximus, Inc.
1891 Metro Center Drive
Reston, Virginia 20190

If Employee wishes to deliver the rescission by hand, the rescission shall be delivered to the person and address stated above.

6. Restrictions on Disclosure and Use of Confidential Information.

(a) "Confidential Information" means information, to the extent it is not a Trade Secret, that is nevertheless highly sensitive and proprietary to Maximus which is possessed by or developed for Maximus and which relates to Maximus' existing or potential business or business methods, which information is generally not known to the public and which information Maximus seeks to protect from disclosure to its existing or potential competitors or others, including, without limitation, sensitive business information, business plans, market strategies, existing or proposed bids, pricing information, data compilations, financial or business projections, marketing plans, training information and materials, sensitive information provided by clients about their businesses, client work files, client and prospective client lists containing information about clients, client contracts and contract information, information regarding key employees, and company databases. Confidential Information also includes information received by Maximus from others which Maximus has an obligation to treat as confidential, including all non-public information obtained in connection with client engagements.

(b) Employee agrees that all Confidential Information, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in any Maximus records, are the sole and exclusive property of Maximus. Employee shall do whatever is reasonably necessary to prevent unauthorized disclosure or use of Maximus' Confidential Information in his possession or under his control. Except as required in the conduct of Maximus' business or as expressly authorized in writing on behalf of Maximus, Employee shall not use or disclose, directly or indirectly, any Confidential Information. Following the termination of Employee's services, Employee shall not use or disclose, directly or indirectly, any Confidential Information. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which Maximus conducts its business, unless it became generally known through unauthorized use or disclosure by Employee or those acting in concert with Employee. This prohibition also does not prohibit Employee's use of general skills and know-how acquired during and prior to employment by Maximus, as long as such use does not involve the use or disclosure of Confidential Information.

7. Protection of Trade Secrets. "Trade Secret" means information developed or obtained by Maximus that is protected as such under applicable law. Employee agrees that all Trade Secrets, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in any Maximus records, are the sole and exclusive property of Maximus. Employee shall do whatever is reasonably necessary to prevent unauthorized misappropriation or disclosure and threatened misappropriation or disclosure of Maximus' Trade Secrets in his possession or under his control. Following the termination of Employee's services, Employee shall not use or disclose Maximus' Trade Secrets.

8. Protection and Return of Materials. Employee will not physically remove or electronically export from any Maximus location or media any copies, electronic images or originals of Confidential Information or Trade Secrets or corporate policy books, client reports, client data, contracts, sales invoices, purchase orders, leases, pricing information, bid forms, government filings, plans, processes, technical information, training materials, valuation models, work papers, hardware, databases or disks, or other documents, electronic data or materials pertaining to Maximus' business or clients, unless required in the course of conducting the business of Maximus or unless expressly authorized in writing by Maximus. Upon termination of Employee's services, Employee will return all Maximus papers, documents, things, hardware and software, including information stored for use in or with computers and software applicable to Maximus' business (and all copies thereof).

9. Restrictions on Competition and Solicitation of Customers and Employees

(a) "Restriction Period" shall mean the time period from the date hereof until twenty-four (24) months following the last vesting date of the RSUs and PSUs referenced in Section 2 above. "Territory" means the United States and those countries in which MAXIMUS has conducted business during Employee's most recent twelve (12) months of service. "Customers" means those parties (i) with which Maximus had a contract, (ii) to which Maximus provided services or (iii) to which Maximus submitted a proposal, in each case during Employee's most recent twelve (12) months of service.

(b) Until the expiration of the Restriction Period, the Employee shall not, without the prior written approval of Maximus, directly or indirectly (i) own, manage, control, participate in, consult with, accept employment with, render services for, or in any manner engage in any business in the Territory (except for ownership of 1% or less of a class of securities of a publicly held company) that competes or has competed with Maximus at any time during the preceding twelve (12) months; (ii) solicit to provide, or provide, services to a Customer that are the same as or similar to services that Maximus proposed or provided to such Customer during the preceding twelve (12) months; (iii) induce or attempt to induce any Customer of Maximus to cease doing business with or reduce its business relationship with Maximus; or (iv) in any way intentionally interfere with the relationship between any such Customer, or any supplier, licensee or business relation of Maximus, and Maximus. Employee acknowledges that the nature, duration and geographic scope of these restrictions on competition are fair and reasonable, based on the scope of Maximus' business operations and the nature of Employee's position with Maximus.

(c) Until the expiration of the Restriction Period, Employee will not directly or indirectly solicit, recruit, hire or employ or assist another person or entity to solicit, recruit, hire or employ (i) any current employee of Maximus or (ii) any individual who has been employed by MAXIMUS within the previous six (6) months.

10. Mutual Non-Disparagement. Employee shall not make any public statement that disparages or is injurious to the reputation, business or goodwill of Maximus or any of its affiliates, directors, officers, shareholders, the principals of any of its shareholders, or the respective predecessors of the foregoing, or otherwise intentionally interfere with the business of Maximus or its affiliates, its shareholders, the principals of any of its shareholders, or the respective predecessors of the foregoing, for the purpose of causing injury to any of them. Maximus agrees to use reasonable efforts to cause its executives, officers and directors not to intentionally make, or intentionally cause any other person to make, any statement that disparages or is injurious to the reputation of the Employee.

11. Disclosure to Future Employer. Until the expiration of the Restriction Period, Employee shall disclose the existence and contents of this Agreement to any potential employer prior to accepting employment with that employer. Maximus shall also have the right to make any future or potential employers of Employee aware of this Agreement.

12. Remedies and Equitable Relief.

(a) Employee's material breach of a material term of this Agreement which remains uncured, if capable of cure, following notice describing the alleged breach in reasonable detail and a reasonable opportunity to cure, as finally determined by a court, shall result in (i) the forfeiture of any unvested RSU and PSU awards as of the date of such breach and (ii) the rescission of any RSU and PSU award that vested within the one (1) year period

before such breach. Within ten (10) days after such court decision, Employee shall pay to Maximus the amount of any gain realized or value received by Employee as a result of the rescinded RSUs and PSUs. Notwithstanding the foregoing, Employee shall remain bound by the terms of the Agreement including but not limited to the release contained in Section 4, above.

(b) Employee acknowledges that any breach of this Agreement may cause substantial and irreparable harm to Maximus for which money damages may be an inadequate remedy. Accordingly, in the event that Employee breaches, or Maximus reasonably believes that Employee is about to breach, any of the covenants of this Agreement, Employee agrees that Maximus shall be entitled to obtain injunctive and other forms of equitable relief to prevent such breach without posting any bond or security.

(c) Nothing herein shall limit or prevent Maximus from seeking monetary or other damages for a breach hereof by Employee.

13. Cooperation. Employee agrees to reasonably cooperate with Maximus in any subsequent litigation or business matters. Employee agrees that if Employee is subpoenaed relating to any matters involving Maximus that Employee will notify Maximus' General Counsel, or his designee within forty-eight (48) hours.

14. Miscellaneous.

(a) This Agreement sets forth the parties' entire agreement and supersedes any and all prior agreements or understandings between them pertaining to the subject matter of this Agreement.

(b) Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining terms shall not be affected thereby, and the illegal or invalid term shall be deemed not to be part of this Agreement.

(c) This Agreement shall be construed in accordance with Virginia law. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

(d) This Agreement shall inure to the benefit of and be binding on the successors, heirs and assigns of the parties hereto.

(e) This Agreement may only be amended by a written document signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

EMPLOYEE

MAXIMUS, INC.

/s/ Richard J. Nadeau

By: /s/ David R. Francis

Richard J. Nadeau

David R. Francis

Chief Financial Officer

General Counsel and Secretary

Date: July 20, 2021

Date: July 20, 2021

MAXIMUS

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made between Maximus, Inc., a Virginia corporation ("Maximus"), and Richard J. Nadeau ("Consultant"), with reference to the following:

WHEREAS, Maximus seeks consulting services related to the transition of the Chief Financial Officer position, transition of the principal accounting officer role and continued support for investor relations and communications; and

WHEREAS, Consultant is willing and able to perform the services described herein in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Consultant's Services. Consultant agrees to render services to Maximus in accordance with the Statement of Work (SOW) attached hereto as Exhibit 1 and incorporated by reference. Consultant shall work under the direction of Bruce Caswell or his designee. Additional services not specifically described in the SOW will be performed by Consultant pursuant to a Task Order executed by authorized representatives of the parties in advance of the commencement of those additional services and subject to the terms and conditions of this Agreement.

2. Payment.

a. Compensation. In consideration of those services, Maximus shall pay Consultant a retainer of \$11,000 per month.

b. Reimbursable Expenses. In addition to the fee specified in subparagraph (a), Maximus shall reimburse Consultant for reasonable, necessary and substantiated expenses incurred by Consultant for out-of-town travel, lodging, meals, automobile rental and administrative expenses in connection with the services rendered hereunder; provided, however, that any such expenses must comply with the Maximus travel and expense reimbursement policies. Consultant will continue to have use of his Maximus-issued company cellular phone for the term of the Agreement.

c. Manner of Payment. Once each month, Consultant shall prepare and submit to Maximus an invoice, by the tenth (10th) day of each month, referencing services rendered in accordance with this Agreement and expenses incurred during the preceding month, together with such supporting documentation as may be required by Maximus. Maximus shall pay Consultant within thirty (30) days after receipt and approval of the invoice and any required supporting documentation.

3 . Status as Independent Contractors. This Agreement shall not constitute or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Consultant assumes sole responsibility for determining the manner and means of performance hereunder. Consultant shall not be eligible for any

benefit available to employees of Maximus, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to Consultant hereunder, and to defend, indemnify and hold MAXIMUS harmless from and against any and all liability resulting from any failure to do so.

4 . Term. This Agreement shall be effective as of December 1, 2021 (“Effective Date”) and shall continue in effect until May 31, 2022 unless terminated sooner as provided in Section 5 below. Upon mutual agreement of the parties, the Agreement may be extended an additional six (6) months to November 30, 2022 at the monthly retainer specified in Section 2 above. If the parties agree to not extend the Agreement for such additional term, Maximus will pay Consultant a one-time fee of \$33,000 representing 50% of the monthly retainer for the unexercised six-month extension period.

5 . Termination. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the non-defaulting party specifying such default. This Agreement may also be terminated by Maximus immediately and without prior notice if (a) Consultant has violated any state or federal law, (b) Consultant has made a material misrepresentation or (c) Consultant breaches a confidentiality obligation. Maximus shall compensate Consultant for work satisfactorily performed up to the effective date of the termination less any amounts that are the subject of a good faith dispute.

6 . Termination of Services and Return of Maximus Property. Upon the expiration or earlier termination of this Agreement, Consultant shall immediately terminate the services hereunder, and shall deliver promptly to Maximus all property relating to the business, work and investigations of Maximus, and to any Work Product (as defined below), patents or copyrights covered by this Agreement. Such property shall include but not be limited to all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7 . Changes. Maximus may, at any time by written order, make changes in the Consultant’s work within the general scope of the Statement of Work. If any change under this section causes an increase or decrease in the Consultant’s cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly. Should Consultant be required to devote more than ten (10) hours per week to the services described herein, the parties will negotiate an equitable adjustment to the compensation provided in Section 2.

8 . Standard of Performance. Consultant warrants and represents that he possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Consultant agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

9 . Conflicts of Interest. Consultant warrants and represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work he might perform, (ii) Consultant is not presently subject to any agreement with a competitor or potential competitor of

Maximus or with any other party that will prevent Consultant from performing in full accord with this Agreement and (iii) Consultant is not subject to any statute, regulation, ordinance or rule that will limit his ability to perform the obligations under this Agreement. The parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder, and further provided that, without the prior consent of Maximus, Consultant shall not accept other work with any competitor of Maximus that creates a conflict of interest with Maximus. The parties acknowledge that Consultant has entered into a Separation Agreement with Maximus that governs Consultant's post-employment activities. In the event of any inconsistency between this Agreement and the Separation Agreement, the terms of the Separation Agreement shall control.

10. Confidential Information. Consultant acknowledges that he may have access to and become acquainted with (i) confidential and other information proprietary to Maximus including, but not limited to, information concerning MAXIMUS, its operations, customers, business and financial condition, proprietary software and materials and, (ii) information with respect to which MAXIMUS has an obligation to maintain confidentiality including, but not limited to, Protected Health Information (PHI) protected pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act (Division A, Title XIII and Division B, Title IV of Public L. 111-5) (collectively referred to herein as "Confidential Information"). Consultant agrees not to disclose, directly or indirectly, to anyone, or to use or let others use, for any purpose whatsoever, any Confidential Information, of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement and to comply with all state and federal laws related to the safeguarding of personally identifiable information. The Consultant also agrees not to use or disclose any Confidential Information in violation of securities or insider trading laws.

11. Work Product. Consultant agrees that all work product, inventions, discoveries, ideas, concepts, designs, specifications, reports, data, software, information systems, processes, methods, formulas and techniques, as well as improvements thereof or know-how related thereto (collectively "Work Product"), which are created by Consultant in the performance of this Agreement shall be the sole property of Maximus. Consultant agrees that all such Work Product shall from inception be considered "works made for hire" and shall be the exclusive property of Maximus or its designee, and Consultant hereby expressly waives any right or interest he may have therein. Consultant agrees to provide, without additional compensation, such assistance as may reasonably be required by Maximus in obtaining patents and copyrights for such Work Product in any and all countries, and in enforcing any Maximus rights and interests relating to such Work Product or to any patents or copyrights resulting therefrom, including without limitation the execution by Consultant of all applications, assignments and other instruments as Maximus may request. Consultant's pre-existing intellectual property shall remain the property of Consultant; provided, however, that to the extent the Consultant incorporates such intellectual property into any materials delivered to Maximus hereunder, Consultant hereby grants to MAXIMUS a royalty-free, non-exclusive license to use such intellectual property to carry out the purposes of this Agreement and any obligations Maximus has to its clients.

Consultant warrants and represents that all of the Work Product, findings and recommendations disclosed to Maximus during the course of this Agreement may lawfully be disclosed by Consultant and are not subject to any patent, license agreement, confidentiality agreement, trade secret law or any other restriction on use by or disclosure to Maximus.

12. Indemnification. Consultant agrees to defend, indemnify and hold Maximus harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of (i) the gross negligence or willful misconduct of the Consultant, his employees or agents, (ii) a breach by the Consultant of his obligations under this Agreement, or (iii) a claim that any Work Product or other item furnished by Consultant hereunder infringes any third party's patent, copyright or other intellectual property rights. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage. Consultant represents and warrants that he is the owner of any goods or services provided under this Agreement or otherwise has the right to provide such goods or services for the purposes of this Agreement. Consultant shall be covered by the Maximus directors and officers insurance policies for periods prior to December 1, 2021. During the term of this Agreement, Maximus shall indemnify the Consultant on the same terms as applicable to Maximus' officers and directors.

13. Insurance. Consultant shall be solely responsible for obtaining workers compensation insurance for his employees, if any, and such other insurance as may be required by applicable laws.

14. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF EITHER PARTY HEREUNDER FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED FEES PAYABLE TO CONSULTANT DURING THE TERM HEREOF. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT EVEN IF THE PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ANY CLAIM BY ONE PARTY AGAINST THE OTHER RELATING TO THIS AGREEMENT MUST BE MADE IN WRITING AND PRESENTED WITHIN SIX (6) MONTHS AFTER THE DATE ON WHICH CONSULTANT COMPLETES PERFORMANCE OF THE SERVICES SPECIFIED IN THIS AGREEMENT.

15. Compliance. Consultant represents that he is not presently suspended or debarred or proposed for suspension or debarment by any government agency. Consultant agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all Maximus policies and procedures relating, directly or indirectly, to Consultant's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity, insider trading, and procurement integrity. In the event this Agreement provides for any contingency fees or other such payments to Consultant, Consultant represents and warrants that he is not subject to any statute, regulation, ordinance or rule that would limit or prohibit such payment. In the event such contingency payment is restricted, the parties agree to renegotiate the terms of this Agreement to cause it to be compliant with all applicable laws or, failing to agree on mutually acceptable terms, to terminate this Agreement. Consultant is aware of, and agrees to abide by the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1 and 78dd-2. Consultant hereby warrants and represents to the Company that he shall not, directly or indirectly, offer or provide any money or other thing of value to a government official for the purpose of obtaining or retaining business for or directing business to Maximus. For these purposes, "government official" includes any officer or employee of any government or any

government-controlled department, agency, instrumentality or corporation, any political party, political officer or candidate for political office, or any person acting on behalf of any of the foregoing.

16. Miscellaneous.

a. Survival. The provisions of this Agreement shall survive the expiration or earlier termination of this Agreement, to the extent necessary to give effect to such provisions. Such provisions include, but are not limited to Sections 10, 11, 12, 14, 16.d, and 16.g.

b. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

c. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

d. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to choice of law principles. The parties agree that the sole venue for legal actions related to this Agreement shall be the state and U.S. Federal courts for Fairfax County, Virginia.

e. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Consultant without the prior written approval of Maximus, which approval may be withheld in the sole and absolute discretion of Maximus.

f. Notices. All notices under this Agreement will be in writing and will be delivered by personal service, e-mail or certified mail, postage prepaid, or overnight courier to the addresses below.

For Maximus:

David R. Francis
General Counsel
1891 Metro Center Drive
Reston, VA 20190
phone: (703) 251-8602

For Consultant:

Richard J. Nadeau

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

g. Records: Inspection. Consultant shall maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All books, records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by Maximus and/or its client and their designees, during Consultant's usual business hours and upon prior notice. Consultant shall retain all financial and other records pertaining to its work under this Agreement for five (5) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

h. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

i. Publicity. Neither party shall make any public announcement concerning this Agreement without the advance written approval of the other party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

j. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus, Inc.

Richard J. Nadeau

/s/ David R. Francis

/s/ Richard J. Nadeau

David R. Francis

Richard J. Nadeau

General Counsel and Secretary

Chief Financial Officer

Date: July 20, 2021

Date: July 20, 2021

Exhibit 1

Statement of Work

Consultant will assist Maximus in the following areas:

1. Transition of the Chief Financial Officer role to David Mutryn
2. Transition of the Principal Accounting Officer role to Theresa Golinvaux
3. Advice on FY22 BOQ2 and BOQ3, as requested
4. Advice on Board and Audit Committee presentations
5. Participation in and advice on accounting closing meeting for FY22 Q1 and Q2
6. Be available for accounting advice to Dominic Corley and Theresa Golinvaux
7. Advice on FY22 Q1 and Q2 Form 10-Q filings
8. Advice on scripts and press releases for FY22 Q1 and Q2
9. General advice on earnings call themes and issues
10. Advice on investor relations and related communications, as requested
11. Advice on financial analyst relations and communications, as requested
12. Advice on ESG matters
13. Assistance regarding real estate matters

All services will be provided in strict conformance with any pre-existing confidentiality and non-disclosure obligations.

SEPARATION, CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Separation, Confidentiality and Non-Competition Agreement ("Agreement") is made between Maximus, Inc., including all wholly- and partially-owned subsidiaries ("Maximus") and Thomas D. Romeo ("Employee").

WHEREAS, Employee has been employed by Maximus since August 8, 2011, at all times on an at-will basis; and

WHEREAS, Employee has announced his intention to retire from employment with Maximus effective March 31, 2022 ("Termination Date"); and

WHEREAS, the execution of this Agreement by Employee is a condition for the continued vesting of Employee's equity awards pursuant to the Maximus policy pertaining to Treatment of Equity at Retirement for Key Executives ("Retirement Policy"); and

WHEREAS, Employee and Maximus desire to enter into this Agreement regarding the Employee's termination of employment.

NOW THEREFORE, Employee and Maximus hereby enter into this Agreement and each voluntarily agrees to the following terms and conditions in consideration of the promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Termination of Employment. (a) Employee's employment with Maximus will terminate on the Termination Date.

(b) Employee's participation, if any, in all Maximus benefit plans, including but not limited to health, life and disability insurance, shall cease as of the Termination Date, except that it is expressly recognized that Employee shall retain all vested rights, if any, under such plans and any amounts payable to Employee under such plans shall be paid pursuant to the respective terms of such plans. There shall be no other benefits paid out unless set forth in this Agreement.

(c) Employee agrees to return all Maximus property including all documents and records belonging to Maximus on or before the Termination Date. Maximus property shall include but not be limited to laptops, keys, telephone cards, credit cards and any and all other property provided by Maximus during the Employee's employment. Employee shall submit final expense reports, if any, by the Termination Date.

2. Consideration. Contingent on Employee executing this Agreement and complying with the terms hereof, Maximus shall provide Employee with the following consideration:

(a) Effective August 1, 2021, Employee's base salary shall be \$25,000 per month. From August 1, 2021 until the Termination Date Employee shall act in advisory capacity to the General Manager of the U.S. Federal Segment with emphasis on transition services and assistance with certain re-bid opportunities as requested.

(b) All restricted stock units ("RSUs") and performance stock units ("PSUs") previously awarded to the Employee will continue to vest in accordance with their stated terms notwithstanding the termination of Employee's employment and in accordance with the Retirement Policy.

(c) On or about September 3, 2021, Maximus shall pay Employee the gross amount of \$861,500 which amount is comprised of \$511,500 representing Employee's bonus for fiscal year 2021 and \$350,000 representing a cash payment in lieu of equity awards that would have been made after the conclusion of fiscal year 2021. All payments under this Agreement shall be subject to tax and other withholding consistent with Employee's existing elections. Except as otherwise provided herein, Employee shall be solely responsible for any and all taxes due from the payments and other benefits provided hereunder.

(d) On or about the Termination Date, Maximus shall pay Employee \$7,407.45 representing the cost of COBRA coverage from the Termination Date until August 31, 2022.

3. No Further Compensation or Benefits. Employee acknowledges that the payments and arrangements described in paragraph 2 above shall constitute full and complete satisfaction of any and all compensation and benefit amounts properly due and owing to Employee as a result of employee's employment with Maximus and the termination of that employment, and that the amount described under paragraph 2 above represents consideration greater than that to which Employee would be entitled upon termination of employment in the absence of this Agreement. The parties expressly acknowledge and agree that the payments and arrangements made pursuant to this Agreement shall not be construed or interpreted as an admission of any fault or liability on the part of either party.

4. General Release and Waivers.

(a) In consideration of the payments and arrangements set forth above, Employee releases Maximus and its affiliated entities and their officers, directors, partners, owners, employees, agents, representatives, predecessors, successors and assigns (the "Releasees") from any and all claims, actions, rights, demands, debts or damages of whatever nature, whether known or unknown, currently existing or arising in the future, relating in any way to Employee's employment with Maximus or the termination thereof, including, without limitation, claims under the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act, and all other federal, state or local laws or any other statute, rule, regulation or executive order pertaining to discrimination or retaliation in employment, claims for breach of contract, wrongful discharge, personal injuries or torts, and all claims whether known or unknown, from the beginning of time to the date hereof excepting only those matters set forth in this Agreement.

(b) This Agreement shall serve as a bar to any claim, action, suit, grievance or proceedings relating to the matters generally and specifically released above, except charges filed with the Equal Employment Opportunity Commission ("EEOC"). With regard to any charges, claims or suits filed by Employee or on behalf of Employee with any court or agency, Employee shall take whatever actions are necessary to effect the dismissal with prejudice of any and all Claims employee has against Maximus, including but not limited to the execution of additional documents to cause the expeditious dismissal of such charge or suit with prejudice. If any charges are filed or have been filed with the EEOC, Employee shall take whatever actions are necessary to effect the dismissal with prejudice of any and all EEOC charges employee has against Maximus, including but not limited to the execution of additional documents to cause the expeditious dismissal of such charge with prejudice; and, should the EEOC pursue a claim on

Employee's behalf, Employee hereby waives and releases any right or claim to recovery thereunder.

(c) Employee represents and warrants that he is not aware of any circumstances which might entitle, or might have entitled, Employee to a leave of absence under the Family and Medical Leave Act or any fact which might justify a claim against Maximus for violation of the Family Medical Leave Act, state or local leave law. Employee further represents and warrants that he has received all wages and bonuses for work performed, all pay for paid time off under Company policies, and all compensation and leave pursuant to federal, state and local leave laws to which Employee may have been entitled, and that he is not currently aware of any facts or circumstances constituting a violation by Maximus of the FMLA, FLSA, state or local law. Employee specifically warrants that he had the opportunity to discuss this issue and all underlying facts with his attorney and makes these representations in consultation with his attorney or with opportunity to consult an attorney.

5. Older Worker Benefit Protection Act. In compliance with the Older Worker Benefit Protection Act ("OWBPA") and in providing a release of all claims under the Age Discrimination in Employment Act ("ADEA"), Employee agrees and acknowledges as follows:

(a) Employee has read the terms of this Agreement, understands its contents, and agrees to the terms and conditions set forth therein of Employee's own free will.

(b) Employee has been advised orally and, by this document, in writing of Employee's right to consult with legal counsel prior to executing this Agreement.

(c) Employee does not rely on any statement or representation of Maximus in entering into this Agreement.

(d) Notwithstanding any provision to the contrary herein, Employee does not release rights or claims under the ADEA that arise after the date this Agreement is executed.

(e) Employee understands that this Agreement includes a general release and that Employee can make no claims against any of the Releasees except as provided herein.

(f) Employee shall have 21 days from July 19, 2021 within which to consider the terms and execute this Agreement. (Employee may consider, execute and provide this Agreement to Maximus sooner if Employee chooses, but may take all 21 days if Employee desires.)

(g) Employee acknowledges and understands that Employee may rescind this Agreement within seven (7) calendar days of the date on which Employee executes this document ("Revocation Period"). Should Employee wish to exercise the right to rescind this Agreement, the rescission must be in writing and must be delivered by hand or mail to the Maximus General Counsel within the Revocation Period. If Employee wishes to deliver the rescission by mail, the rescission must be postmarked within the Revocation Period; must be sent by certified mail, return receipt requested; and must be properly addressed as follows:

David R. Francis
General Counsel
Maximus, Inc.
1891 Metro Center Drive
Reston, Virginia 20190

If Employee wishes to deliver the rescission by hand, the rescission shall be delivered to the person and address stated above.

6. Restrictions on Disclosure and Use of Confidential Information.

(a) "Confidential Information" means information, to the extent it is not a Trade Secret, that is nevertheless highly sensitive and proprietary to Maximus which is possessed by or developed for Maximus and which relates to Maximus' existing or potential business or business methods, which information is generally not known to the public and which information Maximus seeks to protect from disclosure to its existing or potential competitors or others, including, without limitation, sensitive business information, business plans, market strategies, existing or proposed bids, pricing information, data compilations, financial or business projections, marketing plans, training information and materials, sensitive information provided by clients about their businesses, client work files, client and prospective client lists containing information about clients, client contracts and contract information, information regarding key employees, and company databases. Confidential Information also includes information received by Maximus from others which Maximus has an obligation to treat as confidential, including all non-public information obtained in connection with client engagements.

(b) Employee agrees that all Confidential Information, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in any Maximus records, are the sole and exclusive property of Maximus. Employee shall do whatever is reasonably necessary to prevent unauthorized disclosure or use of Maximus' Confidential Information in his possession or under his control. Except as required in the conduct of Maximus' business or as expressly authorized in writing on behalf of Maximus, Employee shall not use or disclose, directly or indirectly, any Confidential Information. Following the termination of Employee's services, Employee shall not use or disclose, directly or indirectly, any Confidential Information. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which Maximus conducts its business, unless it became generally known through unauthorized use or disclosure by Employee or those acting in concert with Employee. This prohibition also does not prohibit Employee's use of general skills and know-how acquired during and prior to employment by Maximus, as long as such use does not involve the use or disclosure of Confidential Information.

7. Protection of Trade Secrets. "Trade Secret" means information developed or obtained by Maximus that is protected as such under applicable law. Employee agrees that all Trade Secrets, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in any Maximus records, are the sole and exclusive property of Maximus. Employee shall do whatever is reasonably necessary to prevent unauthorized misappropriation or disclosure and threatened misappropriation or disclosure of Maximus' Trade Secrets in his possession or under his control. Following the termination of Employee's services, Employee shall not use or disclose Maximus' Trade Secrets.

8. Protection and Return of Materials. Employee will not physically remove or electronically export from any Maximus location or media any copies, electronic images or originals of Confidential Information or Trade Secrets or corporate policy books, client reports,

client data, contracts, sales invoices, purchase orders, leases, pricing information, bid forms, government filings, plans, processes, technical information, training materials, valuation models, work papers, hardware, databases or disks, or other documents, electronic data or materials pertaining to Maximus' business or clients, unless required in the course of conducting the business of Maximus or unless expressly authorized in writing by Maximus. Upon termination of Employee's services, Employee will return all Maximus papers, documents, things, hardware and software, including information stored for use in or with computers and software applicable to Maximus' business (and all copies thereof).

9. Restrictions on Competition and Solicitation of Customers and Employees

(a) "Restriction Period" shall mean the time period from the date hereof until twenty-four (24) months following the last vesting date of the RSUs and PSUs referenced in Section 2 above. "Territory" means the United States and those countries in which MAXIMUS has conducted business during Employee's most recent twelve (12) months of service. "Customers" means those parties (i) with which Maximus had a contract, (ii) to which Maximus provided services or (iii) to which Maximus submitted a proposal, in each case during Employee's most recent twelve (12) months of service.

(b) Until the expiration of the Restriction Period, the Employee shall not, without the prior written approval of Maximus, directly or indirectly (i) own, manage, control, participate in, consult with, accept employment with, render services for, or in any manner engage in any business in the Territory (except for ownership of 1% or less of a class of securities of a publicly held company) that competes or has competed with Maximus at any time during the preceding twelve (12) months; (ii) solicit to provide, or provide, services to a Customer that are the same as or similar to services that Maximus proposed or provided to such Customer during the preceding twelve (12) months; (iii) induce or attempt to induce any Customer of Maximus to cease doing business with or reduce its business relationship with Maximus; or (iv) in any way intentionally interfere with the relationship between any such Customer, or any supplier, licensee or business relation of Maximus, and Maximus. Employee acknowledges that the nature, duration and geographic scope of these restrictions on competition are fair and reasonable, based on the scope of Maximus' business operations and the nature of Employee's position with Maximus.

(c) Until the expiration of the Restriction Period, Employee will not directly or indirectly solicit, recruit, hire or employ or assist another person or entity to solicit, recruit, hire or employ (i) any current employee of Maximus or (ii) any individual who has been employed by MAXIMUS within the previous six (6) months.

10. Mutual Non-Disparagement. Employee shall not make any public statement that disparages or is injurious to the reputation, business or goodwill of Maximus or any of its affiliates, directors, officers, shareholders, the principals of any of its shareholders, or the respective predecessors of the foregoing, or otherwise intentionally interfere with the business of Maximus or its affiliates, its shareholders, the principals of any of its shareholders, or the respective predecessors of the foregoing, for the purpose of causing injury to any of them. Maximus agrees to use reasonable efforts to cause its executives, officers and directors not to intentionally make, or intentionally cause any other person to make, any statement that disparages or is injurious to the reputation of the Employee.

11. Disclosure to Future Employer. Until the expiration of the Restriction Period, Employee shall disclose the existence and contents of this Agreement to any potential employer

prior to accepting employment with that employer. Maximus shall also have the right to make any future or potential employers of Employee aware of this Agreement.

12. Remedies and Equitable Relief.

(a) Employee's material breach of a material term of this Agreement which remains uncured, if capable of cure, following notice describing the alleged breach in reasonable detail and a reasonable opportunity to cure, as finally determined by a court, shall result in (i) the forfeiture of any unvested RSU and PSU awards as of the date of such breach and (ii) the rescission of any RSU and PSU award that vested within the one (1) year period before such breach. Within ten (10) days after such court decision, Employee shall pay to Maximus the amount of any gain realized or value received by Employee as a result of the rescinded RSUs and PSUs. Notwithstanding the foregoing, Employee shall remain bound by the terms of the Agreement including but not limited to the release contained in Section 4, above.

(b) Employee acknowledges that any breach of this Agreement may cause substantial and irreparable harm to Maximus for which money damages may be an inadequate remedy. Accordingly, in the event that Employee breaches, or Maximus reasonably believes that Employee is about to breach, any of the covenants of this Agreement, Employee agrees that Maximus shall be entitled to obtain injunctive and other forms of equitable relief to prevent such breach without posting any bond or security.

(c) Nothing herein shall limit or prevent Maximus from seeking monetary or other damages for a breach hereof by Employee.

13. Cooperation. Employee agrees to reasonably cooperate with Maximus in any subsequent litigation or business matters. Employee agrees that if Employee is subpoenaed relating to any matters involving Maximus that Employee will notify Maximus' General Counsel, or his designee within forty-eight (48) hours.

14. Miscellaneous.

(a) This Agreement sets forth the parties' entire agreement and supersedes any and all prior agreements or understandings between them pertaining to the subject matter of this Agreement.

(b) Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining terms shall not be affected thereby, and the illegal or invalid term shall be deemed not to be part of this Agreement.

(c) This Agreement shall be construed in accordance with Virginia law. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

(d) This Agreement shall inure to the benefit of and be binding on the successors, heirs and assigns of the parties hereto.

(e) This Agreement may only be amended by a written document signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

EMPLOYEE

MAXIMUS, INC.

/s/ Thomas D. Romeo

By: /s/ David R. Francis

Thomas D. Romeo

David R. Francis

General Manager

General Counsel and Secretary

Date: July 19, 2021

Date: July 19, 2021