



This Agreement is entered into this day of 12/17/2019 between **MATERION CORPORATION**, (hereinafter the "Client") and **Labor Consulting Group, LLC**. The following provisions represent the complete understanding of the parties hereto but may be modified by agreement between the parties in writing.

1. Client hereby engages the services of Labor Consulting Group to perform labor relation services (hereinafter the "Project"), which include, but are not limited to, conducting persuasive employee meetings, counseling Client, and performing other activities relevant to union prevention.
2. Labor Consulting Group shall, through its staff and principals, make itself available to consult with officers and administrative staff of Client at reasonable times concerning matters pertaining to the Project or any other matters of importance concerning the business affairs of the Client.
3. Labor Consulting Group shall develop, administer and institute methods and procedures deemed advisable to bring the Project to a successful conclusion. Labor Consulting Group shall keep the Client informed of all work in progress at all times during the term of this Agreement.
4. Client agrees to cooperate fully with Labor Consulting Group by providing all services, information, or documentation necessary to complete the Project. Client also understands that the initial steps of the engagement require sufficient time for development in order to demonstrate results.
5. Labor Consulting Group will assign as many labor specialists as is mutually agreed upon by the parties hereto. Client agrees to pay an hourly rate of \$250.00 per hour per consultant.
6. Client understands and agrees that all time expended by Labor Consulting Group shall be included in the hourly rate, including, but not limited to, on site activities, employee meetings, management conferences, one on one employee contact, and project preparation.
7. Client will reimburse any out of pocket expenses with a cap of 18%, unless Materion approves an exception in advance.

8. In the event of an NLRB Certified election loss to the Union, Labor Consulting Group, LLC will refund 25% of consultant billing hours cost.

9. Client agrees to pay all outstanding fees and costs within seven (7) days after receipt of invoice. Failure to pay any invoices within thirty days (30) of receipt shall result in a finance charge being added to the balance at the rate of one and one-half percent (1-1/2%) per month.

10. Client may terminate the services of Labor Consulting Group at any time by declaration of such intent to an officer or employee of Labor Consulting Group.

Dated: 12/17/2019

By:

  
For: Labor Consulting Group, LLC

Examined, Accepted and  
Approved

Dated: 12/17/19

By:  (ROBERT W. ROSEN)

Title: SPO DIRECTOR GLOBAL PROC

For: MATHEWSON CORP.