

II. Parties

National Labor Relations Advocates ("NLRA")

360 Sheet Metal Products ("Client")

III. Representation Terms

Client shall notify NLRA the number of Onsite Campaign campaign days as discussed prior to this proposal. **Fees do not include expenses. Expenses shall be billed weekly and are due upon receipt.** The fee for onsite campaign management shall be \$2,000.00 per day per advocate. The fee for offsite work shall be \$250.00/hour with a maximum per day amount not to exceed the onsite daily rate of \$2,000.00 per day.

All options below include: Seamless coordination with company's legal counsel; Supervisor Training - Campaign rules and guidelines; 24/7 Availability of advocate; Campaign materials necessary to persuade Client's employees.

Client will be invoiced weekly on the same day of the week on which work commenced for expenses and any offsite work. The weekly invoice is due upon receipt and shall be deducted from any available funds on deposit. Expenses shall entail all related travel costs to and from the case location, lodging, local transportation, per diem for onsite personnel (calculated at the current published GSA rate for the locality), and any incidental costs related to NLRA's representation of Client.

IV. Payment Options and Terms

Client shall pay a case deposit of \$7,500.00 prior to work commencing. Once exhausted, additional charges shall be due no later than 15 days from the invoice date.

A late fee of \$25.00 or 2.5%, whichever is greater, shall be assessed on any invoice not paid more than thirty (30) days past its due date.

V. Limitation of Liability

In no event shall NLRA be liable to Client or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not NLRA has or had been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall NLRA's aggregate liability arising out of or related to this agreement, whether arising out of breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to NLRA by Client in the twelve (12) month period preceding the event giving rise to the claim.

VI. Non-Disclosure

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"). For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

- 1. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

A handwritten signature in blue ink, appearing to be "Jm", enclosed in a large, stylized blue bracket.

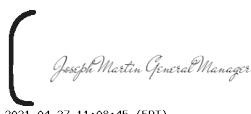
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2. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
3. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

VIII. Governing Law

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Ohio, including its statutes of limitations.

The parties agree that personal jurisdiction shall exist in the State of Ohio and that the State of Ohio shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of this Agreement. Any lawsuits arising out of this Agreement shall be brought in Hamilton County, Ohio.


Joseph Martin General Manager

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James Allen

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