

BURDZINSKI & PARTNERS INCORPORATED

A FEDERAL LABOR PRACTICE

LABOR RELATIONS SPECIALISTS, NON-LAWYERS, AGENTS & ADVOCATES FOR EMPLOYERS

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[SEND ALL WRITTEN REPLY CORRESPONDENCE TO DAYTON, OHIO]

WRITER'S ELECTRONIC ADDRESS [EMAIL] BBURDZINSKI@BURDZINSKI.COM

WRITER'S CELL PHONE NUMBER 650-255-4438

Friday July 17th, 2020

Sent by electronic mail [email] from bburdzinski@burdzinski.com to
David.Meyer@TitanMachinery.Com to:

Mr. David J. Meyer
Chief Executive Officer
Titan Machinery Inc.
644 East Beaton Drive
West Fargo, North Dakota 58078

Dear David,

During the course our previous discussions, wherein we discussed representation fees charged to you and Titan Machinery Inc., by Burdzinski & Partners, you mentioned that you would be interested in having a fixed price option, rather than paying by the hour, regarding your representation costs.

This letter, explaining consultant fees, expenses charged to clients, billing policies and payment terms, is prepared regarding our agreement to provide consulting services to you, Titan Machinery Inc., its successors, assigns, affiliates, subsidiaries, parent company, brother/sister Companies and any other Company that you or your Company or Companies may now or in the future may become an owner of, with respect to employee relations matters.

Fees charged to our clients, generally are based on the time requirements of the assignment.

Billing rates are based upon one hundred and twenty-five dollars and no cents [\$125.00] per man and/or woman hour, if the client selects a fixed price option.

Billing rates are two hundred and fifty dollars [\$250.00] per man and/or woman hour, if the client chooses to pay by the hour, instead of selecting a fixed price option.

If a client chooses to pay by the hour, they will additionally receive detailed billing, an exclusive feature provided for those who do not select a fixed price option.

Hourly rate changes occur from time to time, but this happens only on an infrequent basis.

If an hourly rate change occurs, you will be notified in writing and in advance by a representative of Burdzinski & Partners Incorporated.

Although there is no obligation to do so, continued use of Burdzinski & Partners Incorporated services subsequent to written notification of an hourly rate change will be considered as acceptance of the new terms.

In special situations, other arrangements as to the method of calculating fees may be made by mutual written agreement, which would serve as a written addendum or alternatively be incorporated into this engagement letter and retainer agreement.

Regardless of whether a client selects the ala' carte option of paying two hundred and fifty dollars [\$250.00] per man and/or woman hour or a fixed price option or a blend, our firm's goal is: to receive the agreed upon fixed rate, in return for our investment of time and effort for those clients who select a fixed price option or two hundred and fifty dollars [\$250.00] per man and/or woman hour, in return for our investment of time and effort for those clients who choose the "a la' carte" option.

If a client selects a fixed price option and the Burdzinski Group spends substantially less time than was previously contemplated, our firm will initiate a reduction in the fixed price option previously agreed upon, for the purpose of rebalancing the rate of compensation, to enable the continuation of an outstanding high quality value for you, Titan Machinery Inc., and a survivable return on investment for our firm.

Alternatively, if a client selects a fixed price option and the Burdzinski Group spends substantially more time than was previously contemplated, our firm will initiate an increase in the fixed price option previously agreed upon, for the purpose of rebalancing the rate of compensation, to enable the continuation of an outstanding

high quality value for you and Titan Machinery Inc., and a survivable return on investment for our firm.

The scope of work to be performed by Burdzinski & Partners, as previously discussed, include contract negotiations; unfair labor practice charge [ulpc] defense; strike contingency planning; union avoidance and the directing, managing and coordinating of election campaigns waged or fought in anticipation of a National Labor Relations Board [NLRB] conducted election. The parties have agreed on the “fixed rate” of six thousand five hundred dollars and no cents [\$6,500.00] per month, but such fee does not include expenses nor litigation related work.

Union avoidance work includes but is not limited to: one [1] information gathering; two [2] strategy development; three [3] management coaching; four [4] representation of the employer before the National Labor Relations Board [NLRB]; five [5] persuader activities; six [6] problem elimination; seven [7] safeguarding the employer’s interest throughout the entire process and eight [8] the aftermath.

~~If the Employer wins the election Burdzinski & Partners would provide representation having to do with union avoidance and the defense of National Labor Relations Board [NLRB] unfair labor practice charges [ulpc] for the “fixed rate” of six thousand five hundred dollars and no cents [\$6,500.00] per month but such does not include expenses nor litigation related work.~~

~~If the Employer loses the election Burdzinski & Partners would provide representation having to do with the negotiation of a first [1st] time contract and the defense of National Labor Relations Board [NLRB] unfair labor practice charges [ulpc] for the “fixed rate” of six thousand five hundred dollars and no cents [\$6,500.00] per month but such does not include expenses nor litigation related work.~~

The above mentioned calculations are based upon total “hours” worked per month or week, rather than whether or not a personal appearance occurred on a particular day and/or week and/or month.

If a holiday were to occur in a particular month or week or alternatively if the Burdzinski & Partners start date occurred after the first day of the month or week, our firm would not normally reduce the fee charged for that month or week, unless the total amount of hours work dropped below forty [40] hours.

Our firm cannot provide “unlimited” services for a “fixed rate,” however

we “almost never” propose an increase in the fixed rate arrangement, unless the Burdzinski Group spends substantially more time than was anticipated.

In determining exact charges, whether greater or less than standard billing rates, our cardinal principle is, that they must be fair, taking into account such factors as the time required, the experience and ability of the labor relations specialist performing the services, the nature of the services, the responsibility involved, results obtained and other relevant circumstances.

Certain costs incurred on the client's behalf in rendering consultant services, such as communication expense if applicable, copying charges, delivery charges, travel expenses, and the like are payable by the client.

Whenever practicable our firm uses the United States [US] Internal Revenue Service [IRS] and/or General Services Administration [GSA] guidelines in calculating mileage charges and other travel expenses.

Invoices for such items will either be sent directly to the client for payment, or, if advanced by the firm, will be billed directly to the client by Burdzinski & Partners Incorporated.

In some instances, such as the negotiation of labor contracts on behalf of our unionized clients, when and where required by a State, such as Ohio, we work in cooperation with counsel.

In those instances our firm is happy to work with counsel that is chosen by the Employer.

In those instances, the law firm would always forward their invoice directly to the Employer.

Statements for services rendered and costs advanced by the firm are rendered to clients at regular intervals, usually either monthly or weekly.

During periods of intense activity, your company will be billed weekly.

During periods of moderate activity, your company will be billed monthly.

In addition, the firm sends its clients a statement of account, itemizing amounts outstanding as of the date the statement is prepared.

All statements for services rendered are payable upon receipt, unless other arrangements have been made with the firm in advance and in writing.

A late payment charge of one and one-half percent [1 1/2 %] per month is made on balances not paid within fifteen [15] days of the statement date.

To avoid interest charges full payment must be received by Burdzinski & Partners Incorporated within fifteen [15] days of the statement date.

Full payment is expected within fifteen [15] days of the statement date, however, when clients make partial payments, a substantial portion of the outstanding balance is expected on or before the fifteenth [15th] day following the statement date.

A deposit in the amount of three thousand two hundred and fifty dollars and no cents [\$3,250.00], is requested and once received by Burdzinski & Partners Incorporated in advance of work being performed will serve as a credit to the employer's account.

Our goal is to provide services to you and Titan Machinery Inc., on the most cost effective basis possible.

It is the policy of Burdzinski & Partners Incorporated to perform no work for any client who is substantially in arrears on any outstanding bill.

Clients are encouraged to discuss any questions they have, about statements rendered to them, with any member of the firm, familiar with their account.

An invoice is not considered to be in dispute unless a written statement of protest from the client is received by Burdzinski & Partners Incorporated within fifteen [15] days of the statement date.

Clients agree to pay reasonable attorney's fees, court costs and other related costs of collection, if incurred, in the collection of unpaid invoices.

Termination of this agreement will be effective upon written notice by either party. Titan Machinery may elect to switch to an hourly fee arrangement, after discussions with Burdzinski & Partners, based on the level of anticipated work which shall then be implemented in the next month.

Failure by either party, at any time, to require performance by the other party, or to claim a breach of any provision of this agreement, will not be constituted as a waiver

of any subsequent breach, nor alter the effectiveness of this agreement, nor any part thereof, nor prejudice either party regarding any subsequent action.

Please indicate your agreement to these arrangements by signing below on behalf of Titan Machinery Inc., its successors, assigns, affiliates, subsidiaries, parent company, brother/sister companies and any other company that you or your company and the above mentioned companies may now or in the future become an owner of.

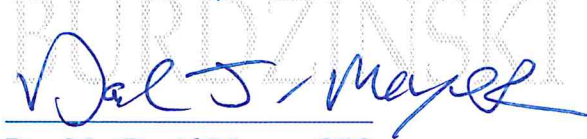
We appreciate the opportunity to be of service to you and Titan Machinery Inc., now and in the future.

Respectfully,

Bud.

Bernard Florian Burdzinski II

Titan Machinery Inc.

A handwritten signature in blue ink, appearing to read "David J. Meyer", is written over a horizontal line. In the background, there is a large, faint, grey watermark that reads "BURDZINSKI & PARTNERS".

By: Mr. David Meyer, CEO

July 17, 2020