

# KULTURE CONSULTING, LLC

Improving the culture of American business.

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## RETAINER AGREEMENT

Gulfport Energy ("Client"), and Kulture Consulting, LLC ("Firm"), hereby agree as follows:

1. Gulfport Energy has retained the services of Kulture Consulting, LLC, and Kulture Consulting, LLC agrees to provide labor relations advice and services to Gulfport Energy.

2. (a) In consideration of services to be performed and costs to be advanced, Gulfport Energy shall pay Kulture Consulting, LLC a retainer in the sum of ~~\$35,000~~. This retainer is an advance payment for consulting fees and expenses. Kulture Consulting, LLC has the right to request further amounts from Gulfport Energy as retainer balances are depleted. Should Kulture Consulting, LLC's total billings be less than the amount of the retainer, Gulfport Energy will be refunded the balance of the retainer fee at the conclusion of services rendered to Gulfport Energy. Gulfport Energy acknowledges that Kulture Consulting, LLC has not stated to Gulfport Energy the total amount of Gulfport Energy's obligation for fees and expenses.

(b) Gulfport Energy shall pay Kulture Consulting, LLC's customary hourly charges as fees for services performed for Gulfport Energy. Kulture Consulting, LLC's rates for consultants are \$375 per hour, per consultant, to include one-way travel, plus actual and reasonable expenses. Mr. Kirk Cummings will be Gulfport Energy's primary consultant on this matter.

(c) Kulture Consulting, LLC's minimum fee for any service performed on behalf of the Client is one-half (1/2) of an hour. Services for which there is a charge may include preparation of materials, presentations, and other documents and also substantive telephone conferences, as well as any potential hearings or meetings with counsel.

(h) Kulture Consulting, LLC will normally send monthly statements to Gulfport Energy. If the balance of the retainer has been depleted, payment is due and payable upon receipt of the statement. Should a statement remain unpaid after 45 days from the date of the statement; Kulture Consulting, LLC reserves the right to withdraw services in Gulfport Energy's matter. A late charge on all unpaid statements at the rate of twelve percent (12%) per annum (1% per month) shall be charged from the 31st day following the statement date.

3. (a) As part of Kulture Consulting, LLC's *Client Commitment*, efforts will continually be made, in concert with labor counsel, to avert sustained ULP charges and/or election objections. However, given the nature of union organizing campaigns, Gulfport Energy should be expected that ULPs and/or election objections may be filed and potentially sustained, even on the

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basis of well-established and/or legally-approved written material and/or visual and verbal presentations by persons *internal* (e.g., *supervision/management*) or *external* (e.g., *consultants*) to Gulfport Energy.

(b) Although efforts will continually be made and precautions taken to avert the filing of ULP charges and/or objections, it should be understood that individuals within and/or external to Gulfport Energy cannot and shall not be held liable, nor accountable, for that which occurs with regard to potential union-filed ULPs and/or election objections.

4. Kulture Consulting, LLC cannot and does not warrant or predict developments or final results in any matter, including this matter, with Gulfport Energy. Kulture Consulting, LLC assures Gulfport Energy that it will do its utmost to achieve economic and personal results that are just and reasonable.

DATED THIS the 5th day of August, 2020.

BY:

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Gulfport Energy

  
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Kulture Consulting, LLC