



Action Resources

Labor & Employee Relations Specialists

November 08, 2021

Ms. Nicole Druckrey
General Counsel
EMCO Chemical Distributors Inc.
8601 95th Street Pleasant Prairie, WI 53158

Re: Letter of Engagement/Agreement for Professional Consulting Services

Dear Ms. Druckrey,

Upon execution, this three-page letter will confirm that hereinafter, EMCO Chemical Distributors Inc. "the client", has retained and engaged the services of ER Experts, Inc., d/b/a Action Resources hereinafter, "Action Resources or the consulting firm", for the purposes of providing employee relations consulting services under the following terms and conditions:

1. The consulting firm shall be paid a *daily rate* of **\$3,500.00 (Three Thousand Five Hundred Dollars)**, per consultant as-signed to the case for on-site services rendered on behalf of the client. A normal work day shall be considered to be 10 (ten) on-site hours (hours spent at the client's facility). *Off-site office time* shall be billed at the rate of **\$350.00 (Three Hundred Fifty Dollars)** per hour. There shall be no pyramiding of rates on any particular day. To further clarify, on days where on-site as well as off-site work is performed, only the daily rate will apply.
2. The consulting firm shall be paid for all reasonable expenses incurred on the client's behalf including but not limited to airfare, lodging, and car rental expense as well as a meal allowance of \$75.00 per consultant, per day including travel days. Expenses will be billed at the actual cost incurred (*i.e.*, there shall be no mark-up). Travel time shall only be billed when the consultant must travel from their home base to the client's facility on a weekday. In such a case, the client shall be billed at one-half (1/2) the hourly rate for the travel time but in no event shall such total fee exceed ½ (One-Half) of the daily rate . Please note that weekend travel time IS NOT billed to the client. Any third-party expenses incurred by the consulting firm outside of travel expenses require client's written, pre-approval.
3. Invoices shall be submitted every Monday covering charges and expenses incurred for the previous week. Payment shall be due within twenty-one (21) days of the date the client receives the invoice at ndruckrey@emchochem.com.
4. The client agrees to pay the full invoice balance within twenty-one (21) days from receipt of invoice. A past due late charge of 1 ½ % per month (18% Annually) shall be applied on any unpaid, undisputed balance.

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5. The parties reserve the right upon written notice to the other, to withdraw from this agreement at any time.
6. In the event that any dispute arises with respect to any of the terms of this agreement, said dispute shall be submitted to final and binding arbitration, pursuant to the rules of the San Diego County Bar Association. Client, its agents, and representatives shall be entitled to appear at any such arbitration via videoconference.

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7. ACH/Direct Deposit is the preferred method of payment for all invoices submitted by the consulting firm. Action Resources' bank information is as follows:

Bank Name: JPMorgan Chase Bank National Association
705 S Green Valley Pkwy
Henderson, NV 89052

Account Name: ER Experts, Inc., d/b/a Action Resources

Account Number: 675356700

Routing Number: 322271627

Recipient's Address: 1000 N Green Valley Pkwy Ste 440-247

Henderson, NV 89074-6172

8. All payments due by the client shall be made payable only to ER Experts, Inc., d/b/a Action Resources in the event of a check payment; the check(s) should be mailed to the following address:

Action Resources
18653 Ventura Blvd. Suite # 168
Tarzana, CA 91356

9. Client agrees that no representations written or otherwise have been made as to the outcome of the project.

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10. Client understands and agrees that the Action Resources' consultants are not qualified to give legal advice and as such cannot be relied upon, or be held responsible for any legal opinion given to the client. In all instances, the client agrees to consult professional legal counsel before acting upon any legal opinion expressed by any Action Resources consultant.


11. If the above terms and conditions of this agreement are satisfactory to you, please evidence your consent by signing and e-mailing this agreement to Mr. Alex Casillas at admin@voteno.com

We appreciate the opportunity to work with you in the above project and look forward to a satisfactory outcome.

This agreement is entered into this 11th day of November 2021.

By: 
Nicole Druckrey

Title: General Counsel

By: 
Alex Casillas - President
ER experts, Inc. d/b/a Action Resources

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