



**PROPOSAL FOR PROFESSIONAL
LABOR CONSULTING SERVICES**

March 4, 2020

Ms. Jan P. Abbs, General Counsel
Element Materials Technology
9301 Innovation Drive, Suite 175
Daleville, IN 47334-0569

DESCRIPTION: Conduct educational campaign in response to union organizing effort by International Association of Machinists ("IAM"). Services provided by American Labor Relations Group, Inc. ("ALG") will include the following:

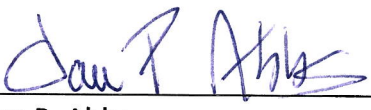
- Conduct employee educational meetings on the NLRA, rights of employees, the union and management during a union campaign, and collective bargaining – meetings in small groups and one-on-one settings.
- Draft campaign materials, literature, assist management, daily updates to executive management, compose captive audience speeches to employees.
- Draft, handout and engage employees in conversation on campaign literature regarding various issues related to the campaign theme(s) and IAM District 26 specifically.

Base Daily Rates (Campaign to be Staffed According to Specific Needs):

| | | |
|----------------|----------------|--------------|
| Shareholder | \$3,000.00/day | OR \$350/hr. |
| Sr. Consultant | \$2,500.00/day | OR \$275/hr. |
| Jr. Consultant | \$2,250.00/day | OR \$250/hr. |

Agreed to:

Jim Monica, President
American Labor Relations Group, Inc.



Jan P. Abbs
Element Materials Technology

Dated: March ____, 2020

March 16th, 2020

* Rates are exclusive of reasonable travel expenses, which may include, but are not limited to airfare, hotel, meals, parking, etc. Expenses shall be discussed with Element and pre-approved.



RETAINER AGREEMENT

This Agreement ("Agreement") is made effective as of March 4, 2020, between and among American Labor Relations Group, Inc. ("ALG"), and Element Materials Technology, all its locations, subsidiaries, and any other entity or location as directed by Employer and/or the directors, officers, agents, directors, or representatives of Element Materials Technology ("Element").

1. The Fee: In compensation for ALG's services, Element agrees to pay ALG for each consultant at the daily flat or hourly rates set forth in the attached Proposal. These fees are exclusive of reasonable travel expenses, that may include airfare, hotel, labor research, meals (capped at \$55.00 per consultant, per day), office supplies and such other reasonable expenses that shall be approved by Element.
2. Payment Terms: Upon execution of this Agreement, Element shall pay to ALG a Retainer Fee of Ten Thousand Dollars (\$10,000.00). ALG will invoice Element every seven (7) days, and Element shall make payment to ALG within seven (7) days receipt of an itemized invoice from ALG.
3. No Guaranteed Outcome: Union organizing drives by nature are volatile and unpredictable. While ALG will make every effort to achieve a positive outcome in this matter for Element, ALG makes no guarantees or representations as to same. Likewise, ALG will not be held responsible for a negative outcome or election lost in any way.
4. Termination Right: Element may terminate this Agreement at any time with ten (10) days' written notice to ALG. If that occurs, Element will pay ALG for services rendered in the amount of fees prorated to the date of termination.
5. Independent Contractor: ALG is engaged as an independent contractor and therefore none of its employees, agents or independent contractors are or shall be deemed employees of Element, and therefore, they are not entitled to participate in any employee benefits that Element offers to its employees.
6. Confidentiality: ALG acknowledges that it will not divulge any of Element's trade secrets or other confidential information to any unauthorized persons and agrees to exercise care and prudence to prevent any conflict of interest between Element and other entities. Any intellectual property developed during the term of this Agreement by ALG will be assigned to Element, and Element has and shall continue to have sole proprietary interest in any and all confidential data or information that it shares with ALG or that ALG learns independently about Element, which Element deems important, in its sole discretion, competitively sensitive, and not generally known by the public, which has been developed



by Element or its employees or agents, including but not limited to any and all commercial, financial, or technical information, ideas, know-how, trade secrets, policies, reports, business plans, business methods, systems, manuals, agreements, performance statistics, supplier data, operational or administrative plans, personnel information, client and/or customer lists, prospective client lists, any information provided by a client, prospective client, or a party to an agreement with the client, or any other object or document developed for the client's business. All such information shall be confidential.

7. Non-Solicitation: ALG agrees not to solicit or employ Element's employees for employment at ALG, or any of ALG's related/affiliated companies during the term of this Agreement and for two (2) years following termination of this Agreement. Likewise, Element agrees not to solicit or employ ALG's employees or consultants for employment at Element, or any of Element's related/affiliated/parent companies during the term of this Agreement and for two (2) years following termination of this Agreement.
8. Non-Disclosure: ALG shall not, without the express written consent of an executive officer of Element during the term of the Agreement and for two (2) years following the termination/expiration of the Agreement, disclose to any unauthorized third party or use any confidential information of the type set forth in the above section. ALG agrees he/she/it shall not, reproduce or photocopy any such documents or objects that contain, or are derived from, any such confidential information, nor take away any such information.
9. Assignment: Neither this Agreement nor any rights or obligations hereunder are assignable by one party without the express prior written consent of the other; provided, however, that (i) either party may assign this Agreement upon written notice to the other party to any of its affiliates without the consent of the other party if the assigning party requires such affiliate to agree in writing to assume this Agreement and the assigning party remains liable for its obligations hereunder; and (ii) a change of control of either party will not be deemed to be an assignment of this Agreement, provided that if the relevant party is no longer directly bound as a party to this Agreement (e.g. because the change of control is a sale or transfer of ALG or is the result of a transaction pursuant to which the successor, surviving or acquiring entity does not automatically succeed to the obligations of such party by operation of law), the successor, surviving or acquiring entity is required to agree in writing to assume this Agreement.
10. Non-Exclusivity: The parties shall have a non-exclusive business relationship.
11. Whole Agreement: This Agreement represents the parties' complete and final agreement and supersedes all informal understandings and oral agreements relating to the subject matter of the Agreement.



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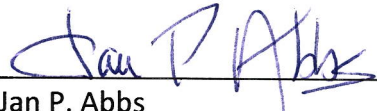
13. Written Notice: Where the term written notice is used in this Agreement it shall mean:

- a. For ALG - Written notice shall be sent to James M. Monica, President, American Labor Relations Group, Inc., PO Box 4096, Warren, New Jersey 07059.
- b. For Element – Written notice shall be sent to Jan P. Abbs, Element Materials Technology, 9301 Innovation Drive, Suite 175, Daleville, Indiana 47334-0569.

14. Governing Law/Venue: The substantive and procedural law of the State of Connecticut governs this Agreement and the parties agree to submit to the exclusive jurisdiction of and venue in, the courts in the State of Connecticut in any dispute arising out of or relating to this Agreement.

AGREED:

Jim Monica, President
American Labor Relations Group, Inc.


Jan P. Abbs
Element Materials Technology

Dated: March ____, 2020

March 6th, 2020