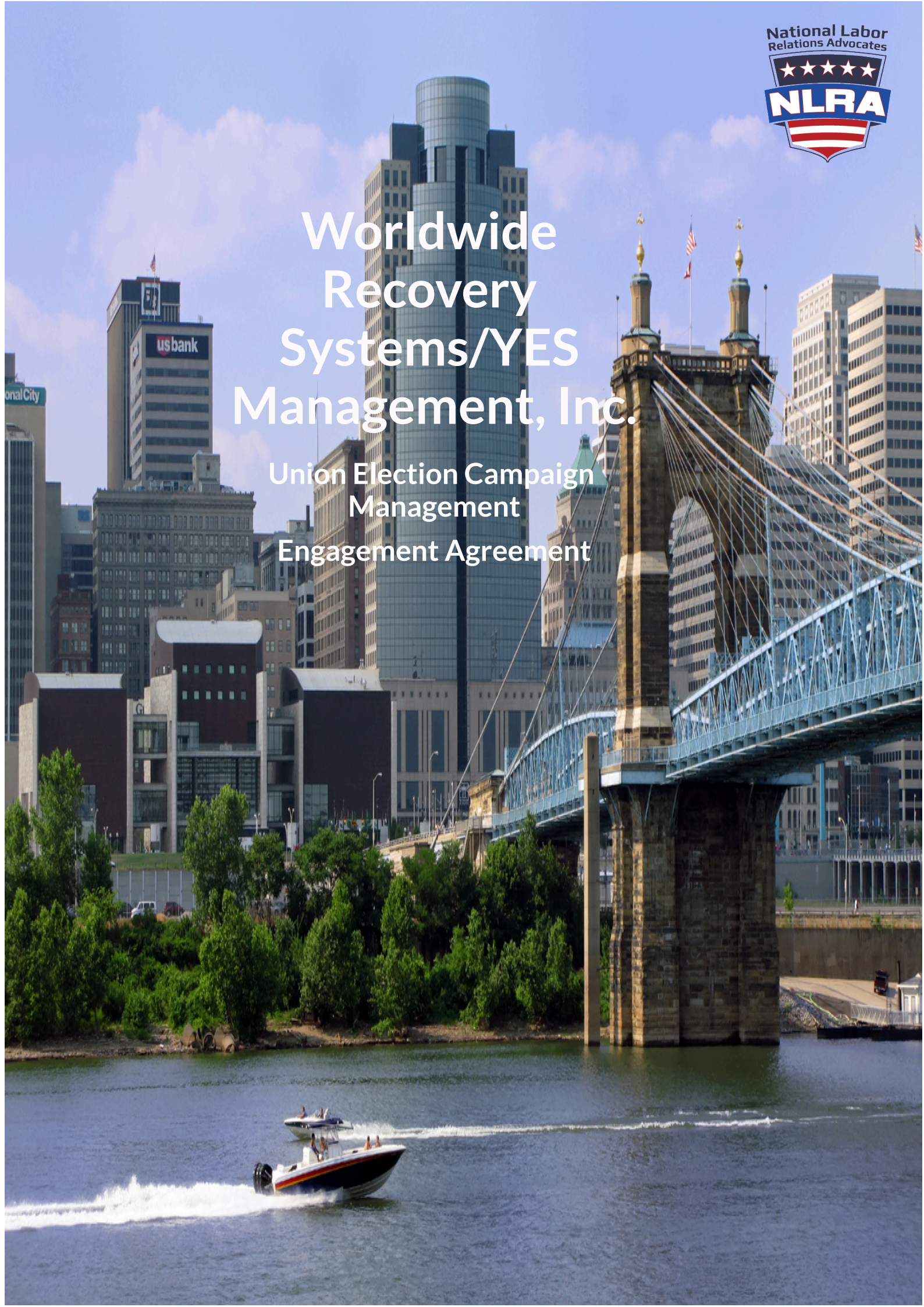




Worldwide Recovery Systems/YES Management, Inc.

Union Election Campaign
Management
Engagement Agreement



I. Scope of Proposed Work

NLRA agrees to provide campaign management and labor consulting services to Worldwide Recovery Systems/YES Management, Inc. in conjunction with NLRB case [21-RC-278671](#). The nature of campaign management is dynamic and as such the scope of work outlined here is subject to change as needs arise to best address Worldwide Recovery Systems' needs.

Purpose of Project

Worldwide Recovery Systems/YES Management, Inc. has retained NLRA to manage the NLRB election campaign.

Work to be Performed

NLRA will utilize every available means of communication to reach the employees for the stated goal. Methods shall include, but not be limited to, small group meetings of employees, individual meetings with employees, written communication, text messages, email, websites, signage, and handouts.

Manner of Performance

NLRA recommends the presence of a minimum one (1) advocate(s) on-site. NLRA additionally recommends the advocate(s) be present as many working days as possible between the time of engagement and the election. The client will choose the number of days per campaign week as indicated below.

Timeline for Performance

NLRA recommends work begin immediately and onsite presence begin as soon as possible. If the election is conducted by a traditional manual vote, NLRA's campaign will end with the completion of the casting of ballots. If the election is conducted by mail the final day of NLRA's campaign work will be no later than the day before ballots are due at the NLRB Regional Office.

Promises

NLRA makes no promises, direct or implied, as to the results of campaign management services provided. NLRA guarantees its advocates will work individually and with Worldwide Recovery Systems/YES Management, Inc.'s leadership diligently and tirelessly to achieve an election victory.

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II. Parties

National Labor Relations Advocates ("NLRA")

Worldwide Recovery Systems/YES Management, Inc. ("Client")

III. Representation Terms

Client shall select an Onsite Campaign option from the options below 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. Onsite days shall be scheduled at a minimum of three consecutive days at a time. The fee for offsite work shall be \$300.00/hour.

Please Choose an option below.

Selected Onsite Campaign Option*

☒ Option 3 - Five Days Per Campaign Week

* Client may choose additional a la carte onsite days as needed to customize the above.

Additional a la carte Onsite Days

☐ a la carte days desired (indicate by email the #of days desired)

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. 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 have the option of three payment terms detailed below, please select one:

Select Payment Option Below

☒ Total Fee PrePay - Payment in full prior to any work being performed by NLRA - **10% Discount ****

☐ 50/50 Payment - 50% down and 50% paid 48 hours prior to the election date.

☐ 50 Down + 2 Payments - 50% down, the remaining balance paid in 2 equal installments at 30 and 60 days - **15% Premium**

**Prepay amount shall be for onsite time selected only. Client shall receive the 10% discount on offsite work if they choose the prepay option which shall be billed weekly as described above.

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A late fee of 2.5% shall be assessed on any invoice not paid more than thirty (30) days past its due date.

Once Client makes the selections above and submits this Agreement, an initial invoice shall be prepared. Representation shall not begin until the initial invoice has been paid.

V. Conversion of Agreement to Union Avoidance

Should the number of agreed-upon, onsite, campaign management days be reduced for any reason, including but not limited to withdrawal of the petition, disclaimer of interest by the union, or by decision of client, the full agreed upon amount of this Agreement shall remain due to NLRA. **If additional days remain unused under the agreement, those days shall be converted to labor consulting services to assist Client as it shall desire.** The use of the remaining days shall be subject to a mutually agreed upon plan of the parties separate from this Agreement.

VI. 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.

VII. 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.
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.

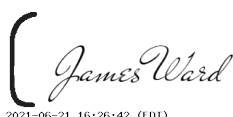
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VIII. Governing Law

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.

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A stylized signature of James Allen in cursive script, enclosed in a large, thin, black bracket on the left side.

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