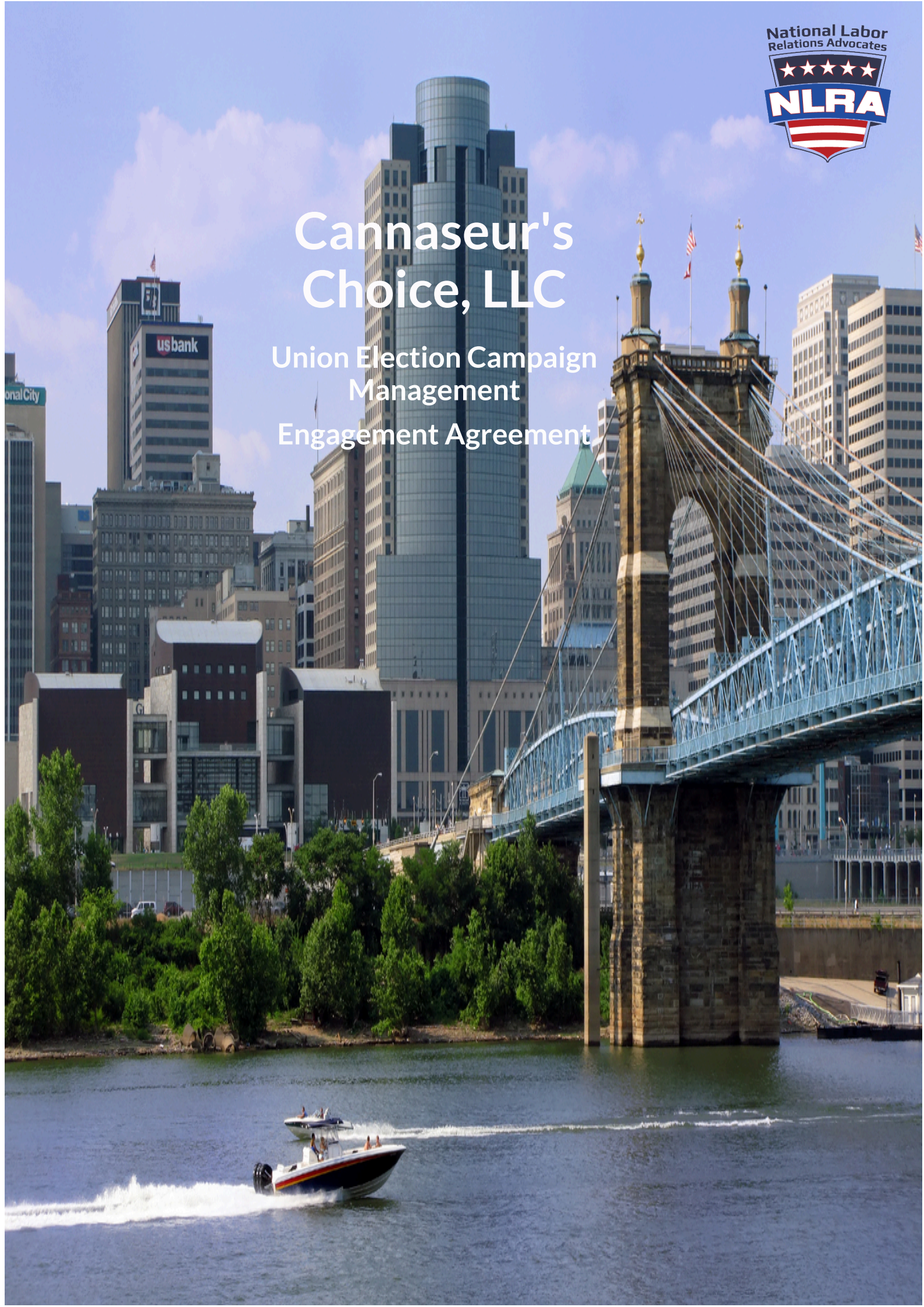


Cannaseur's Choice, LLC

Union Election Campaign
Management
Engagement Agreement



I. Scope of Proposed Work

NLRA agrees to provide campaign management and labor consulting services to Cannaseur's Choice, LLC in conjunction with NLRB case [19-RC-282922](#). 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 Cannaseur's Choice, LLC's needs.

Purpose of Project

Cannaseur's Choice, LLC 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.

Timeline for Performance

NLRA recommends work begin immediately. Offsite and onsite activities should 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 Cannaseur's Choice, LLC's leadership diligently and tirelessly to achieve an election victory.

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II. Parties

National Labor Relations Advocates ("NLRA")

Cannaseur's Choice, LLC ("Client")

III. Representation Terms

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. The fee for offsite work shall be **\$300.00/hour**. National Labor Relations Advocates shall be entitled to a **victory bonus of \$5,000.00** in the event of a company victory in the election. A victory shall be defined as a winning vote tally or a withdrawal by the union of the petition prior to the election date. The bonus shall be remitted by the Client with the initial fee payment prior to work beginning. The amount of the victory bonus shall be refunded to Client should a victory not be secured.

Requested Campaign Option	Subtotal
Three Consecutive Campaign Days.	\$6,000
Optional Three Consecutive Days TBD	\$6,000

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 remit an amount equal to the initial three (3) days of fees plus the \$5,000.00 victory bonus for a total of \$11,000.00 upon execution of this agreement. Client shall be invoiced weekly for expenses and such invoice shall be due upon receipt. Should Client exercise the optional three (3) days it shall remit an amount equal to the additional days (\$6,000.00) prior to NLRA providing the optional service. At the conclusion of representation, Client shall be invoiced and any balance due shall be due upon receipt and any excess funds after the final invoice has been satisfied shall be refunded accordingly. In the event a victory has not been achieved, the final invoice shall be satisfied from the victory bonus and the balance refunded to client within ten (10) days. Additional a la carte days may be added at any time and are payable prior to the days being provided by NLRA.

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 to facilitate receipt of initial payment. Representation shall not begin until the initial invoice has been paid.

V. Conversion of Agreement to Union Avoidance

Should the number of 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 agreed upon number of campaign days and any prepaid or unpaid amounts remain due to NLRA. **Any unused 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.

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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.

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.

A stylized signature of Patrick Wlazniak in black ink, enclosed within a large, thin, curved bracket on the left side.

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A stylized signature of James Allen in black ink, enclosed within a large, thin, curved bracket on the left side.

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