November 20, 2022

Brenda Snell Deep Roots Harvest Dispensary 195 Willis Carrier Canyon Mesquite, NV 89027

Dear Ms. Snell

Situation Assessment

Deep Roots Harvest Dispensary (DRH) has received a petition from the United Food and Commercial Workers Local 711 **(UFCW).** The union is seeking to become the exclusive bargaining representative for your frontline employees in one or more of your Nevada region dispensaries.

Objective

To educate your staff of their rights under the National Labor Relations Act and inform them of the consequences of third party interference. To help your management team navigate the pitfalls of an organizing campaign.

Intervention(s)

RWP Labor will provide consultant(s) to communicate with the employees and management team on multiple impact points including management training and analysis.

Payment Terms

We have agreed to the terms of a flat daily rate of \$3,500 per day per consultant on the ground in the Nevada market plus reasonable expenses. Reasonable expenses are defined as actual costs of transportation air and ground with the exception of the consultants meal allowance. The meal allowance will be a \$70 per diem. Invoices will be payable upon receipt. Invoices not paid within 30 days of receipt will be subject to a 3.5% service charge to be assessed per month until payment is received.

Independent Contractor

The relationship of RWP to **DRH** is that of an independent contractor and nothing herein shall be construed as creating an employment, joint employment or agency relationship with Consultant or any of Consultant's employees or subcontractors.

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Neither RWP Labor nor its consultants shall be entitled to any benefits afforded to **DRH** employees including, without limitation, health insurance, worker's compensation, disability insurance, vacation or sick pay.

Consultant shall not be considered an agent **DRH** purpose whatsoever, nor shall Consultant have the right to, and shall not, commit **DRH** to any agreement, contract or undertaking. Consultant shall not use **DRH** name in its promotional material or for any advertising or publicity purposes.

Confidentiality

RWP Labor acknowledges that it and/or its consultants may receive confidential and proprietary information from **DRH** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **DRH**, RWP Labor and/or its consultants must only use confidential information to perform its obligations under this Agreement.

All confidential information remains the exclusive intellectual property of **DRH**. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give **DRH** all confidential information back to **DRH**.

Security and Safety

RWP Labor recognizes that **DRH** has additional security requirements and will comply with all regulations and certifications.

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Russ Brown	Brenda Snell
CEO, RWP Labor	Title: