



THE CROSSROADS GROUP
Labor Relations Consultants

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Personal & Confidential

October 20, 2022

Ms. Kristine Moore, Vice President, Human Resources
Paradigm Precision
3651 SE Commerce Avenue
Stuart, FL 34997

Re: Agreement for Professional Services

Ms. Moore:

In accordance with our conversations and mutual agreements, this letter will confirm that Turbocombustor Technology, Inc. d/b/a Paradigm Precision (the "Client") has retained The Crossroads Group Labor Relations Consultants (the "Consultant") regarding general personnel and labor relations activities at its operations in Stuart, Florida (the "Stuart Site") commencing on or about October 23, 2022. This Agreement shall remain in effect until terminated at any time by either Client or Consultant upon written notice (which may be by email) to the other party.

Our fees will be charged on an hourly basis in minimum units of a quarter of an hour at the discounted rate of \$425.00 per hour (the "Billing Rate"). Clients are billed at the Billing Rate for all time spent by a Consultant employee engaged in the Services (a "Service Provider") for the Stuart Site, plus reasonable and customary out-of-pocket expenses as set forth below. While at Client's site or facility, there shall be an eight hour per day minimum for services performed by Service Provider. However, if Service Provider performs services on a travel day, only actual hours worked for that day will be billed in addition to the travel time. Expenses are billed to the Client at cost, on a direct, pass-through basis with no increase by Consultant. Expenses may include, but are not limited to airline travel, lodging, meals, car rental, and all other out-of-pocket expenses. Consultant shall purchase coach-class airfare when available and shall reserve reasonably priced business-class hotel accommodations and rental cars. It is understood that the Client will reimburse Consultant for non-refundable airline tickets and/or change fees necessarily incurred as a result of Client cancellation, postponement, or rescheduling of an assignment. Time needed to travel to and from the Client's location(s) is billed at one-half the Billing Rate during the time needed to travel portal-to-portal up to 10 hours per day.



We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. The Client agrees to pay the statement within thirty (30) days of the statement date.

Notwithstanding anything to the contrary herein or elsewhere, each of the following must be approved by Client in advance: (i) each individual assigned as a Service Provider, (ii) the number of Service Providers at the Stuart Site and schedule of visits, and (iii) activities of Service Providers including how Client employees will be contacted and general content of messaging to be used.

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable, provided that requirements of this letter have been complied with by Consultant. All communication between Consultant and Client in connection with this letter will be with Client personnel Kristine Moore, Client VP of Human Resources, John Furnare, General Manager of the Stuart Site, or any other person designated by either of them..

Each party agrees to comply with all laws applicable to its performance under this letter. If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. If Consultant does so participate in any manner, the Client shall pay to Consultant the Billing Rate for Service Providers' time spent plus reasonable legal fees for time spent in preparation for the hearing and during the hearing, as well as reasonable expenses related to travel and lodging for the hearing, if any. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney reasonably acceptable to each party who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing and administrative fees and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.



During our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the project, logistics, etc.

Consultant acknowledges that it is, and shall remain for all purposes, an independent contractor, and Consultant shall have no power, nor shall it represent that it has any power, to bind Client or to assume or create any obligation, expressed or implied, on behalf of Client, unless specifically authorized by Client in writing. The contractual relationship between Consultant and Client created hereby shall not be construed as creating a joint venture, partnership, agency, or employment relationship between Consultant and Client.

Consultant and Client agree that all personnel provided under this letter are under the direct and exclusive supervision and control of Consultant. As such, Consultant and not Client shall be deemed to be the employer of any such personnel for any and all purposes whatsoever, it being acknowledged that the relationship between Consultant and Client is only that of independent contractors and not of joint employers.

Consultant shall be responsible for and shall maintain adequate records of expenses it shall incur in the course of performing Services hereunder and shall be solely responsible for and shall file, on a timely basis, tax returns and payments required to be filed with or made to each income tax authority having jurisdiction with respect to its performance of Services hereunder. No income tax of any kind shall be withheld or paid by Client on behalf of Consultant. Consultant personnel shall not be treated as Client employees with respect to the Services performed hereunder for federal, state or local tax purposes.

Consultant agrees that all Consultant personnel performing Services hereunder at the Stuart Site shall, at Client's request, agree to be subject to Client's standard procedures and compliance requirements. Consultant warrants that all Consultant personnel performing Services at the Stuart Site are either United States citizens or permanent residents of the United States (i.e., holders of Green Cards).

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by electronic mail.

This is a final agreement and this agreement supersedes any other oral or written representations by either Client or Consultant.



We very much appreciate the opportunity to work with you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

Michael Dana Penn

Michael Dana Penn
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 20st day of October, 2022.

Turbocombustor Technology, Inc. d/b/a Paradigm Precision

By: *Kristine E. Moore*
Title: Vice President, Human Resources

Date: October 21, 2022