

April 12, 2024

SBE
Nolan Lambertsen
3850 Las Vegas Blvd. S.
Las Vegas, NV 89119

Dear Mr. Lambertsen,

SBE seeks assistance with consulting services related to workforce strategy in its Mandalay Bay location.

Objective

To provide consulting services related to positive employee relations in **SBE's** facilities.

RoadWarrior Productions, LLC dba RWP Labor ("RWP Labor") will provide consultant(s) to communicate with the 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 **\$3,800** per day per consultant plus reasonable expenses. Invoices will be submitted weekly and payable within 30 days of 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. Reasonable expenses are defined as reasonable hotel and transportation costs (air and ground) plus \$70 per diem.

Independent Contractor

The relationship of RWP Labor to SBE 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.

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

Consultant shall not be considered an agent for **SBE** for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit **SBE** to any agreement, contract or undertaking. Consultant shall not use **SBE** 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 **SBE** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **SBE**, RWP Labor and/or its consultants agree to protect such confidential information with the same care

they use with respect to their own confidential information, but in no event less than reasonable care. RWP Labor and its consultants must restrict access to **SBE's** confidential information to individuals assigned to this matter and only use confidential information to perform its obligations under this Agreement. RWP Labor agrees any consultant assigned to **SBE** is bound by confidentiality provisions in favor of RWP Labor and its clients at least as restrictive as those set forth in this agreement.

RWP Labor, to the extent not precluded by law and as consistent with law, will promptly notify THX in the event that RWP Labor becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of **SBE's** confidential information so that **SBE**, at **SBE's** expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement.

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

Security and Safety

RWP Labor recognizes that **SBE** may have additional security requirements and will comply with all regulations and certifications. Furthermore, RWP Labor certifies that:

- information furnished by RWP Labor to SBE in connection with SBE's due diligence and compliance review process (if any) is complete and accurate;
- in connection with services performed for SBE, it will (a) maintain complete and accurate books and records, and (b) comply with all applicable laws, rules and regulations; and
- it has not offered or paid, and will not offer or pay, any commission or finder's or referral fee to any person or entity (other than employees or consultants of RWP Labor) in connection with this letter of agreement or any activities on behalf of SBE.



Russ Brown

CEO, RWP Labor

Nolan Lambertsen

Vice President, Operations