

June 21, 2022

Robert Nasuti
Summerwood Corportation
14 Balligomingo Rd
Conshohocken, PA 19428

Dear Ms. Nasuti,

Situation Assessment

Summerwood Corportation (SWC) has received a petition from the **United Fast Food Workers (FFW)**. Who are seeking to become the exclusive bargaining representative for your frontline staff at your York location(s).

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 plus reasonable expenses. The balance will be invoiced weekly until completion of the campaign. 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 **SWC** 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 **SWC** employees including, without limitation, health insurance, worker's compensation, disability insurance, vacation or sick pay.

Consultant shall not be considered an agent **SWC** purpose whatsoever, nor shall Consultant have the right to, and shall not, commit **SWC** to any agreement, contract or undertaking. Consultant shall not use **SWC** 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 **SWC** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **SWC**, 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 **SWC**. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give **SWC** all confidential information back to **SWC**.

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. 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.

Security and Safety

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

RWP consultants will comply with all laws including the filing of DOL LM-21 reports for persuader reporting.



Russ Brown

CEO, RWP Labor

Robert Nasuti

General Counsel, Summerwood Corporation



RWP
Labor