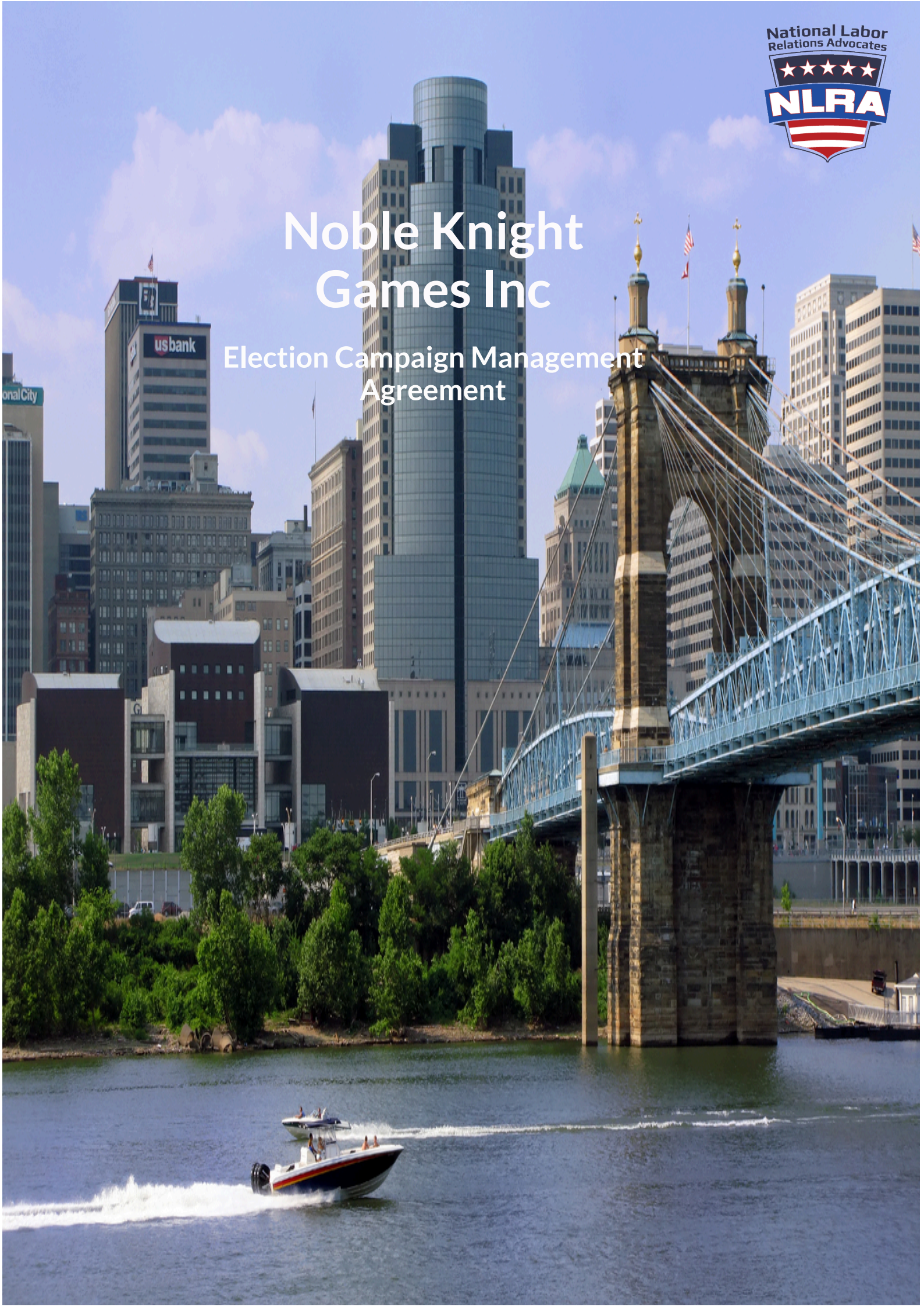


Noble Knight Games Inc

Election Campaign Management Agreement



I. Scope of Proposed Work

NLRA agrees to provide campaign management to Noble Knight Games Inc in conjunction with NLRB case 18-RC-306203 . 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 Noble Knight Games Inc's needs. Any changes to the scope of work will only be implemented with the full approval of Noble Knight Games Inc.

Purpose of Project

Noble Knight Games Inc has retained NLRA to manage the NLRB election campaign and persuade its employees to vote against unionization.

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 in-person or via teleconference, individual meetings with employees in-person or via teleconference, written communication, text messages, video presentations, email, websites, signage, and any other available communication method through which the Client's message may be conveyed. NLRA consultants will comply with all laws including the filing of DOL LM-21 reports for persuader purposes.

Timeline for Performance

NLRA recommends onsite presence begin as soon as possible. If the election is conducted by mail NLRA recommends the final day of campaign work be no sooner than seven days after the date of the mailing of the ballots. If the election is conducted by a traditional manual vote, NLRA's campaign will end with the completion of the casting of ballots.

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 legal counsel for Noble Knight Games Inc and leadership diligently and tirelessly to achieve an election victory.

A stylized signature, likely of a representative of NLRA, is located in the bottom right area of the page. The signature is written in a cursive, handwritten style.

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II. Parties

National Labor Relations Advocates ("NLRA")

Noble Knight Games Inc ("Client")

III. Representation Terms

Client shall select a fee option from the options below as discussed prior to this proposal.

All options include the following:

- **Travel expenses are not included in the fees indicated below and shall be billed separately each week.**
- Seamless campaign coordination with company's counsel.
- Supervisor Training - Campaign rules and guidelines.
- 24/7 Availability for strategy discussion and consultation when not on-site
- All campaign materials necessary to persuade Client's employees - produced throughout the campaign not just when advocate is on-site.

PLEASE REVIEW THE OPTIONS BELOW

Select from the Following Options		Daily Rate	Price
1	Flat-Rate - Entire Campaign Offsite work included.	N/A	\$35,000.00
2	Discounted On-Site Daily Rate (Minimum 10-day on-site commitment) with Offsite work included. (add'l days may be added at the discounted rate if desired/necessary)	\$2,500/Day	\$25,000.00
3	A la Carte On-site Daily Rate w/Off-site Hourly Rate \$375/hour.	\$3,000/Day	



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IV. Petition Withdrawal & Conversion of Agreement to Union Avoidance

Withdrawal of a petition by the union is in effect a complete victory for the Client. Withdrawals occur when the campaign momentum of the Client demonstrates to the union that victory is unlikely. Because such momentum is directly attributable to campaign activities, the full agreed upon amount of the agreement shall remain due to NLRA. Upon any withdrawal, if additional days remain under the agreement, those days shall be converted to union avoidance or other work to assist Client in avoiding any future labor relations needs. Conversion of remaining balance shall be calculated at the a la carte on-site daily rate.

V. "Plan B" Discount

In the event of an election loss or decision by client to cease campaign activities, Client shall be entitled to a **10% discount off National Labor Relations Advocates collective bargaining services rate of \$5,000.00/month, flat-rate for the duration of the bargaining process for any initial contract.** Should the Client choose to cease campaign activities, the full agreed upon amount of this agreement shall remain due to NLRA. Any remaining balance under the agreement will be converted to assist client in any future labor relations needs including but not limited to collective bargaining services. Conversion of remaining balance shall be calculated at the a la carte on-site daily rate (\$3,000.00/day). Any collective bargaining services shall be subject to a separate agreement and such agreement shall reflect the 10% discount. **The flat-rate quoted herein does not include expenses and expenses shall not be discounted.**

VI. Payment Options and Terms

Payment in full of the agreed upon amount is due prior to NLRA providing services under this agreement. Client shall be invoiced weekly for travel expenses and off-site work and the terms shall be Net 15. A late fee of 2.5% shall be assessed on any invoice not paid more than thirty (30) days past its due date. Client agrees to pay reasonable attorney's fees, court costs and other related costs incurred in the collection of unpaid invoices, returned checks, or credit card chargebacks.

VII. Limitation of Liability

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.

VIII. 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; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) is disclosed by the Receiving Party in response to a subpoena or as necessary to defend in a legal proceeding.


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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.

IX. 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.

Please Indicate the Option You Chose from Above

- ☐ **OPTION 1 - Flat-Rate - Entire Campaign Offsite work included.**
- ☐ **OPTION 2 - Discounted On-Site Daily Rate (Minimum 10-day on-site commitment) with Offsite work included.**
- ☒ **OPTION 3 - A la Carte On-site Daily Rate w/Off-site Hourly Rate \$375/hour.**


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