

LOGIC LABOR RELATIONS, LLC

This agreement is made on February 27, 2023 between Logic Labor Relations, LLC and ~~TOP DESIGN/TOPIX~~ and sets forth the terms and conditions for engagement of the services of Logic Labor Relations, LLC.

Background & The Current Climate

For many years, dependent on the political party in the White House, the National Labor Relations Board (NLRB) has swung back and forth on the applications and enforcement of the National Labor Relations Act.

In light of this, it is incumbent on both parties to this agreement to understand that the legal interpretation and enforcement of the National Labor Relations Act is, in fact, changing and can change with any ruling that is heard before the NLRB.

As a result of this, what may be construed as lawful speech and approaches today, may be deemed to be unlawful tomorrow.

While Logic Labor Relations, LLC and its individual consultants will continually strive to ensure that all services including, but not limited to written materials, speeches, the coaching of managers and supervisors, conversations, discussions, as well as informational meetings for employees will be conducted with the utmost respect and adherence to the law, as applied at the time of engagement of services, the following must be understood and agreed to prior to the performance of services by Logic Labor Relations, LLC or any of its individual consultants:

1. It should be recognized and acknowledged that, given the aggressiveness of today's union leaders, in conjunction with the NLRB on a national and regional level, Unfair Labor Practices (ULPs) and election objections are to be expected in union organizing campaigns.
2. As part of Logic Labor Relations' *Client Commitment*, efforts will continually be made, in concert with labor counsel, to avert sustained ULP charges and/or election objections.

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3. Given the expected increase in pro-union rulings, it should be expected that Unfair Labor Practices and/or election objections, may be filed and potentially sustained, even on the basis of well-established and/or legally-sanctioned written material, and/or presentations made by persons *internal (e.g., supervision/ management) or external (e.g., consultants)*
4. Although efforts will continually be made and precautions taken to avert the filing of ULP charges and/or objections, it should be understood that individuals within and/or external to TOPIX/TOPIDEM have no control to what a union alleges or takes action on through the National Labor Relations Board.
5. Therefore, Logic Labor Relations, LLC and any or all of its shareholders, employees, contractors, and/or individual consultants cannot and shall not be held liable, nor accountable, for that which occurs with regard to potential union-filed ULPs and/or election objections.
 - a. It is understood that this agreement shall indemnify Logic Labor Relations, LLC and any or all of its shareholders, employees, contractors, and individual consultants from any and all claims arising out of Logic Labor Relations, LLC's services to and on behalf of TOPIX/TOPIDEM.
 - b. It is further understood and agreed that the above paragraphs shall apply to the parties as/if the so-called "PRO Act" (or any variant) is legislated or otherwise enacted through regulatory fiat to include monetary fines/penalties.

(continued)


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Invoice & Payment Policy

- Logic Labor Relations's services are based on a rate of \$3500 per day, per consultant basis, which includes one-way travel, plus actual and reasonable expenses.
 - Invoices will be provided to TOPIDERM/TOPIX on an ongoing basis, with the retainer being held against the final invoice. All invoices shall be paid by TOPIDERM/TOPIX upon receipt.
- 1) Payment for our services is due as our invoices are rendered. Our invoices become delinquent if not paid within 30 days of the invoice date. If our invoices are not paid within 30 days, we reserve the right to assess late charges at the rate of 2½ percent per month for all balances not paid in full. Further, we reserve the right to discontinue services until your account is brought current, or we may withdraw from this engagement. If you have any questions related to this, please bring them to our attention immediately.
- This agreement may be terminated, at any time, by either party involved, with payment for work hours expended since the last billing through dates/times of termination, plus actual and reasonable expenses incurred, to be paid in full.

Upon engagement of our services, please acknowledge receipt and approval of the above stipulations regarding representation/consulting services, invoicing, and payment.

On behalf of Logic Labor Relations, LLC:



Date: February 27, 2023

On behalf of TOPIDERM/TOPIX:



Date: 2.27.23