



This Agreement (hereinafter called "Agreement") is made July 15, 2022, between and among Eternity Souls LLC dba Labor Advisors, a company duly organized and existing under the laws of the State of Florida and located at 373 West Mallory Circle, Delray Beach, Florida 33483 (hereinafter called "L.A.") and Jalux Americas, Inc., a company duly organized and existing under the laws of the State of California and located at 390 N. Pacific Coast Hwy. Ste. 2000, El Segundo, California 90245 (hereinafter called "J.A.").

The Services: J.A. agrees to engage L.A. to provide J.A. with such services from Appendix A in such amounts and at such times as J.A. may direct.

The Fee: The rate will be \$350 per hour plus reasonable expenses which include car rental if necessary, hotel, coach airfare, meal per diem at \$60 per day, gas, tolls and anything else that will be discussed between J.A. & L.A.. L.A. shall provide J.A. with an invoice each week for services rendered during the previous week. Invoices shall be paid within 14 days of receipt.

Independent Contractor: L.A. is engaged as an independent contractor and therefore none of its employees, agents or independent contractors are or shall be deemed employees of J.A. and therefore, they are not entitled to participate in any employee benefits that J.A. offer to its employees. While L.A. cannot stop the union from filing ULP's, L.A. will guarantee that if we are ever found to be in violation of the NLRA due to its actions, L.A. will incur the costs of legal fees.

Confidentiality: L.A. acknowledges that it will not divulge any of J.A.'s trade secrets or other confidential information to any unauthorized persons and agrees to exercise care and prudence to prevent any conflict of interest between J.A. and other entities. J.A. also acknowledges that L.A. also has trade secrets and will not divulge any of their confidential information as well.

Governing Law/Venue: This agreement is governed by the substantive and procedural law of the State of California and the parties agree to submit to the exclusive jurisdiction of and venue in, the courts in the State of California and in any dispute arising out of or relating to this agreement. The prevailing party in any action or proceeding to interpret or enforce any provision of this Agreement or any agreement or instrument executed in connection herewith will be awarded all costs and expenses including reasonable attorneys' fees incurred in the preparation, prosecution and appeal of any such judgement or award.

AGREED:

Labor Advisors

A handwritten signature in black ink, appearing to read "K. Peraino", written over a horizontal line.

Name: Keith Peraino

Title:

Dated: 7/15/22

Jalux Americas, Inc.

A handwritten signature in black ink, appearing to read "Y. Suganuma", written over a horizontal line.

Name: Yuta Suganuma

Title: Secretary & Treasurer

Dated: 7/15/2022

Appendix A

- Daily communications with management and employees with themes including the collective bargaining, management rights, dues, section 7 rights, internal union organizing manual, strikes, union finances, union failures and shortcomings, strikes, union rules, and providing employees with the knowledge that other union shops do not have anything more than these employees already have. Other examples we will utilize include places which are caught up in litigation post election.
- Daily updates to management
- Ensuring that management knows what to say and what not to say during this campaign. While management tends to focus on the "what not to say" we want to focus on what to say so there is constant and consistent dialogue.
- Other services mutually agreed by both parties.