



Mercedes-Benz

April 26, 2024

VIA EMAIL ONLY  
Russ Brown, CEO  
Road Warrior Productions, LLC d/b/a RWP Labor  
rbrown@rwplabor.com

**Subject: Intent to Purchase Labor and Employment Education Services**

Dear Russ:

Mercedes-Benz U.S. International, Inc. ("MBUSI") and Road Warrior Productions, LLC d/b/a RWP Labor ("Supplier") are presently negotiating a Purchase Contract ("Contract") for the provision of labor activities and services, including providing educators, answering questions from management and employees, and providing factual information to MBUSI's employees (the "Project"). The Project is time-sensitive and on short-notice. Accordingly, MBUSI and Supplier have agreed that Supplier will commence with certain approved services ("Pre-Contract Services") prior to issuing a definitive agreement (the "Contract") that governs the full scope of the Project. This letter ("LOI") will serve as notice of MBUSI's intent to purchase the Pre-Contract Services from Supplier subject to the terms and conditions set forth herein. No other terms shall bind MBUSI and Supplier until and unless they enter into a Contract.

1. Prior approval and maximum amount. All fees, costs, expenses and financial commitments incurred pursuant to this LOI, including but not limited to non-refundable cancellation fees for long-lead time items and travel, require MBUSI's written approval. **In no event shall the sum total of all fees, costs, expenses and financial commitments authorized pursuant to this LOI exceed USD \$111,780.00. In the event that a Contract is not executed, MBUSI will not be liable to Supplier for any payment above this amount, for any reason.**
2. Supplier's compensation. If the parties execute the Contract, this LOI shall automatically be deemed terminated, at which point all obligations, costs, and expenses incurred by Supplier, and any payments made by MBUSI to Supplier, under this LOI will be deemed to have been incurred and paid under the terms of the Contract and governed in accordance with the terms of the signed Contract. If the parties fail to execute the Contract, then MBUSI will reimburse Supplier for all non-refundable costs and expenses actually incurred by Supplier under this LOI, without markup for overhead and profit.
3. Minimize costs. Supplier will use its best efforts to minimize the amount of non-refundable costs that will be incurred if an order or reservation must be subsequently cancelled, and Supplier will confer with MBUSI and obtain MBUSI's written approval, on a case-by-case basis, prior to placing each order or reservation for which a non-refundable cancellation fee will be imposed.

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4. Records. All requests by Supplier to MBUSI for payment under this LOI shall be based on accurate records (including receipts) maintained by Supplier in accordance with generally accepted accounting principles consistently applied, with MBUSI having the right to inspect such records upon request.
5. Contract. Supplier has provided MBUSI with proposed contract documents for the Project, which the parties are currently reviewing in light of the Project. Once a final Contract is executed, all work performed directly for MBUSI, including any work performed prior to the date hereof, shall be deemed to be governed by the final Contract terms.
6. Termination. This LOI may be terminated by the parties as follows:
  - (a) By MBUSI. MBUSI may terminate this LOI without cause and without notice. Upon receipt of a notice of termination from MBUSI, Supplier will immediately cease further Pre-Contract Services and, unless requested otherwise by MBUSI, immediately cancel equipment orders and seek a refund of any deposits to the fullest extent available.
  - (b) Deliverables and assignments. Upon termination of this LOI by MBUSI or Supplier, Supplier will provide MBUSI with all work product produced or obtained by Supplier under this LOI and, upon request by MBUSI, assign to MBUSI all contracts and rights obtained by Supplier under equipment and material reservations and orders.
  - (c) Other. This LOI shall automatically terminate if the parties have not executed a Contract on or before May 17, 2024.
7. Relationship between the parties. Supplier acknowledges that MBUSI, by entering into this LOI prior to execution of the Contract, is relying on a relationship of trust and confidence with Supplier and is relying on Supplier to exercise its best skill and judgment to act in the most expeditious and commercially reasonable manner consistent with MBUSI's budget limitations and Project schedule requirements.
8. No obligation to Contract. The parties have entered into this LOI in contemplation of executing the Contract; however, this LOI does not impose any obligation or create any right of reliance by either party regarding execution of the Contract. If the parties do not successfully negotiate and execute the Contract for any reason, this LOI will be terminated and Supplier paid as set forth above, and Supplier will not be entitled to any other compensation, claims, damages, loss of profits or payments of any other kind. MBUSI SHALL IN NO WAY BE RESPONSIBLE OR LIABLE TO SUPPLIER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. There are no oral or written agreements, promises, or understandings between the parties other than those stated in this LOI.
9. Dispute Resolution. Any disputes arising under this LOI shall be governed pursuant to Alabama law, without regard to its conflicts of laws principles. Supplier agrees to litigate all claims and actions arising under or otherwise concerning the Agreement exclusively in a court of competent jurisdiction located in Tuscaloosa County, Alabama. SUPPLIER HEREBY WAIVES ANY RIGHT SUPPLIER MAY HAVE TO A JURY TRIAL ARISING FROM ANY

DISPUTES RELATED IN ANY WAY TO THE AGREEMENT. SUPPLIER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS LOCATED IN TUSCALOOSA COUNTY, ALABAMA AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION IN ANY COURT SITTING IN TUSCALOOSA COUNTY, ALABAMA.

10. Confidentiality/No Publication. Supplier agrees that a confidential relationship exists between Supplier and MBUSI, and Supplier will honor any previously executed Non-Disclosure and Confidentiality Agreement with MBUSI. Further, Supplier agrees to use the information furnished pursuant to this LOI only for the Pre-Contract Services specified herein, and to keep MBUSI's information strictly confidential unless given prior written authorization by MBUSI.
11. Effective date and execution in counterparts. This LOI will be effective upon MBUSI's receipt of Supplier's signature where indicated below. This LOI can be executed in counterparts by the parties and, when taken together, the signed counterparts shall constitute one complete and fully executed and binding document. Any party may rely on a copy of the signed original received from the other party by electronic transmission and may consider the copy as a legal, binding, and enforceable document.

If you agree with the above terms, please execute this letter where indicated below and return to me via email by April 29, 2024. We look forward to working with you and having a mutually beneficial relationship.

Sincerely,

Mercedes-Benz U.S. International, Inc.

By: W. Steven Nichols

Name: Steven Nichols

Its: General Counsel and Secretary

Date: April 26, 2024

By: Chip Fuqua

Name: Chip Fuqua

Its: Senior Manager, Chief of Staff

Date: April 26, 2024

**AGREED TO AND ACCEPTED:**

Road Warrior Productions, LLC

By: Russ Brown

Name: Russ Brown

Its: CEO

Date: April 26, 2024