

## SERVICES AGREEMENT

THIS AGREEMENT is entered into effective as of 1/25/24 ("Effective Date"), between the CLIENT, Premier Health Partners and LABOR EDUCATORS LLC ("Contractor").

### 1. SERVICES

1.1 Subject to the provisions of this Agreement, Contractor shall serve as a Labor Relations Consultant and or a Persuader and in such capacity shall provide informational services about the National Labor Relations Act and perform work as requested including but not limited to:

- Providing information to its employees/leadership about Labor Unions, The NLRA, and other pertinent and relevant subjects as required by the CLIENT
- Meet and engage with employees/managers as agreed.

1.2 James Misercola will provide the above services on behalf of Contractor unless otherwise agreed.

2. **FEES:** In exchange for the services performed by Contractor, The CLIENT shall pay to Contractor fees as follows:

2.1 The Contractor will be paid at an hourly rate of \$ 350.00 per hour for all work performed on behalf of the CLIENT including phone calls, emails, meetings, report writing and any other work of a similar nature. The Contractor shall invoice on a weekly basis, and any fees and expenses that are owed shall be paid within 30 days of receipt of each invoice.

3. **REIMBURSED EXPENSES:** The CLIENT shall reimburse Contractor for expenses incurred by Contractor that are directly related to the performance of the Services including reasonable travel related expenses such as airfare, meals, lodging, rental car etc.

3.1 Upon demand Contractor shall provide to The CLIENT any receipts for the reimbursed expenses claimed by Contractor.

3.2 All reimbursed expenses claimed, and which satisfy the conditions hereof shall be reimbursed by The CLIENT to Contractor not later than ten (30) business days after The CLIENT receives the related expense documentation.

### 4. CONFIDENTIALITY

4.1 The parties mutually agree that all aspects of this agreement and that any subsequent communications shall be kept between the parties. Furthermore, Contractor states that it shall not release, share, or disseminate any information in regard to this business agreement or any other information on the operations, trade secrets, business dealings or any other information deemed confidential by The CLIENT.

4.2 Contractor shall not release any of the Services, the Works, or the Work Products into the public domain without notice and the prior written consent of The CLIENT in each particular instance.

### 5. COOPERATION WITH OUTSIDE COUNSEL

5.1 Contractor is not a law firm, nor does it provide legal advice.

5.2 Contractor shall cooperate with such counsel as required and as consistent with the terms of this agreement.

## 6. TERMINATION BEFORE THE END OF TERM

6.1 By Agreement. This Agreement may be terminated at any time pursuant to the written agreement of The CLIENT and Contractor.

6.2 By Notice. Either The CLIENT or Contractor shall have sole discretion to terminate this Agreement by giving each other a written notice of termination ("Termination Notice") not less than thirty (30) days prior to the intended date of termination, in which case this Agreement shall automatically terminate on the date that is thirty (30) days after the Termination Notice is given.

To Contractor: Labor Educators LLC c/o  
James Misercola  
325 Walnut St. Bridgewater, Ma. 02324

6.3 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or invalid, then this Agreement shall continue in full force and effect without said provision. If this Agreement continues in full force and effect as provided above, the parties shall replace the invalid provision with a valid provision which corresponds as far as possible to the spirit and purpose of the invalid provision.

6.4 Entire Agreement. This Agreement and the documents and agreements contemplated herein constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior oral or written agreements, representations or warranties between the parties other than those set forth herein or herein provided for.

6.5 Modification; Waiver. No modification or waiver of any provision of this Agreement shall be binding upon the party against whom it is sought to be enforced, unless specifically set forth in a document signed by an authorized representative of that party. A waiver by any party of any of the provisions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such provisions for the future, or of any subsequent breach thereof. The failure by any party at any time to enforce any of the provisions of this Agreement, or to require at any time the performance of any of the provisions hereof, shall not in any way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or the right of any party to thereafter enforce each and every provision of this Agreement.

IN WITNESS WHEREOF, THE CLIENT and Contractor have executed this Agreement as of the Effective Date.

The CLIENT

Premier Health Partners

*Jenna M. Dewney*  
JVP + Deputy Chief Legal  
Officer

CONTRACTOR

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