

ARBITRATION AGREEMENT

This Mutual Arbitration Agreement (“Arbitration Agreement”) is entered into and by and between _____ (“Employer”), and the undersigned Employee (“Employee”) as of the date of Employee’s signature below.

As a condition of employment, or continued employment, with Employer or its subsidiaries or affiliates, and in order to avoid the burdens and delays associated with court actions, the undersigned Employee and Employer voluntarily and knowingly enter into this Mutual Arbitration Agreement (“Arbitration Agreement”):

- (a) Except as provided herein, Employee and Employer, on behalf of their successors, affiliates, heirs, and assigns, both mutually agree that any and all disputes and claims between them, including those concerning the Employee’s employment with Employer and any separation therefrom, and extending to including claims by Employee against Employer’s subsidiaries, affiliates, directors, agents, or employees shall be exclusively determined by final and binding arbitration before a neutral arbitrator as described herein, and that judgment upon the arbitrator’s award may be entered in any court of competent jurisdiction. Claims subject to arbitration under this Arbitration Agreement include, without limitation, any claims for discrimination, retaliation, harassment; overtime, wages, benefits, or other compensation; any breach of express or implied contract; violation of personal injury; public policy; and other tort claims including fraud, defamation, and emotional distress. Except as otherwise expressly provided herein, Employer and Employee voluntarily waive any and all of their rights to trial in a court of law before a judge or before a jury on all claims between them.
- (b) The only actions and disputes excluded from this Arbitration Agreement are:
 - (i) claims by Employee for workers’ compensation or unemployment benefits;
 - (ii) claims by Employee for benefits under an Employer program or plan or that provides its own process for dispute resolution;
 - (iii) claims by Employer or Employee for injunctive or declaratory relief concerning confidentiality, non-solicitation, non-competition, or similar obligation (any such proceedings will be without prejudice to the parties’ rights under this Arbitration Agreement to obtain additional relief in arbitration with respect to such matters);

(iv) any other claim which by law cannot be subject to an arbitration agreement; and
(v) actions to enforce this Arbitration Agreement, compel arbitration, or enforce or vacate an arbitrator's award under this Arbitration Agreement. Such actions are to be governed by the Federal Arbitration Act, and the law of the state of _____, both of which the parties agree shall apply to and govern this Arbitration Agreement and its enforceability. To the extent, there is any conflict between federal and _____ law, _____ law shall control. By agreeing to submit claims to binding arbitration, the aforementioned Employee does not waive his or her right to file an administrative complaint with the appropriate agency (e.g., the Equal Employment Opportunity Commission or state agencies of a similar nature), but does knowingly and voluntarily waive his or her right to file, or seek or obtain relief in, a civil action of any nature seeking recovery of money damages or injunctive relief against Employer, except as described above.

(c) A party wishing to initiate arbitration must provide sufficient notice to the other party in writing by hand delivery or certified mail. The notice must identify the party requesting arbitration by name, home, and work address, and telephone number. The notice must describe the facts upon which the claim is raised, the persons involved, and the date and location of any instances giving rise to the claim, and describe the remedy requested. Notice to Employer must be sent to _____ (Company Representative or Registered Agent) at _____. Notice to Employee must be sent to Employee's most recent residence address reflected in Employer's personnel records.

(d) Within thirty (30) days of receipt of a notice of arbitration, the parties will select a mutually agreeable arbitrator. The arbitration will be held in or near the city in which Employee is or was last employed by Employer. The arbitrator selected by the parties will administer the arbitration according to the National Rules for the Resolution of Employment Disputes (or successor rules) of the American Arbitration Association ("AAA") except where such rules are inconsistent with this Arbitration Agreement, in which case the terms of this Arbitration Agreement will govern. If the parties are unable to agree on an arbitrator, the party requesting arbitration can submit the matter to AAA, and an arbitrator will be selected pursuant to AAA's processes. AAA's rules and procedures can be found at www.adr.org or can be requested from Employer.

(e) The arbitrator's authority and jurisdiction will be limited to determining the matter in dispute consistent with controlling law and this Arbitration Agreement. Except as otherwise provided herein, the arbitrator shall apply the substantive law of the state in which the claim(s) arose and/or federal law, as applicable. The arbitrator will have the same authority to decide dispositive motions and order remedies (e.g., compensatory, emotional distress, punitive damages, equitable relief, etc.) as would the court or agency that would have had jurisdiction to adjudicate the claim(s) in the absence of this Arbitration Agreement. The arbitrator shall not have the authority to hear disputes not legally recognized and shall dismiss any such claims upon motion by either party in accordance with accepted summary judgment standards of the applicable jurisdiction.

(f) Arbitration allows Employers and Employees to work with each other to resolve any disputes as quickly and efficiently as possible. In this spirit, the parties agree that this Arbitration Agreement prohibits the arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means that an arbitrator will hear only individual claims and does not have the authority to fashion a proceeding as a class or collective action or to award relief to a group of employees in one proceeding, to the maximum extent permitted by law. Employee will not be discharged, disciplined, or otherwise retaliated against for exercising his or her rights found under Section 7 of the National Labor Relations Act. The Employer may use this Arbitration Agreement to defeat any attempt by Employee to file or join other employees in a class, collective, or joint action lawsuit or arbitration, but Employer shall not retaliate against Employee for any such attempt.

(g) The arbitrator will not have the authority to order any remedy that a court or agency would not be authorized to order. The arbitrator will render a written award setting forth the arbitrator's findings of fact and conclusions of law. If Employer and Employee disagree over issues concerning the formation or meaning of this Arbitration Agreement, the arbitrator will hear and resolve these arbitrability issues.

(h) Employer will pay all costs unique to arbitration (in comparison to the costs of adjudicating the same claims before a court or relevant agency), including the customary and regular arbitration fees and expenses. However, if Employee is the party initiating the claim, Employee will be responsible for contributing an amount equal to the filing fee to initiate the claim in the court of general jurisdiction in the state in which Employee is or was last employed by Employer. Each party will be responsible for paying its own attorneys' fees and any costs that are not

specifically unique to the arbitration (costs that each party would incur if the claim(s) were litigated in a court or relevant agency such as costs to issue subpoenas and/or documents; take depositions and purchase transcripts; copy documents; etc.). Any dispute as to where a cost is special to the arbitration, it shall be resolved by the arbitrator. The arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party to the same extent a court or agency would be entitled to do so, in accordance with applicable law.

(i) This is the complete agreement between the parties on the subject of arbitration and supersedes any other understandings on the subject. No representations, oral or written, are being relied upon by either party in executing this Arbitration Agreement, other than those contained herein. This Arbitration Agreement will remain in effect even after the termination of Employee's employment with Employer. Should any provision of this Arbitration Agreement be deemed invalid or unenforceable, such provision shall be modified and reformed to the minimum extent necessary to render the Arbitration Agreement valid and enforceable. If a provision cannot be modified, it will be deemed ineffective to the minimum extent necessary to allow the remaining provisions to be valid and enforceable. This Arbitration Agreement shall be construed as a whole, according to its fair meaning, and not for or against any party.

(j) Employee may opt-out of this Arbitration Agreement by delivering, within fifteen (15) days of the date, this Arbitration Agreement is provided to Employee, a completed and signed Opt-Out notice to Employer. If Employee does not deliver the notice within fifteen (15) days, and if Employee continues or accepts employment with Employer after that date, Employee will be deemed to have accepted the terms of this Arbitration Agreement.

(k) This Arbitration Agreement may be modified or terminated only by a writing accepted by Employee and signed by a senior officer of Employer, or by Employer after thirty (30) days' written notice to Employee. Any modification or termination of this Arbitration Agreement shall be prospective only and shall not apply to any claims or disputes that are pending in arbitration or that have been initiated by either party pursuant to this Arbitration Agreement prior to the expiration of the thirty (30) day period.

(l) Employee warrants and agrees that he or she has read and understands this Arbitration Agreement and has been afforded the opportunity to consult with an attorney of Employee's own

choosing regarding the effect of this Arbitration Agreement to the extent Employee deems necessary.

(m) By signing this Arbitration Agreement, Employee acknowledges that he or she is knowingly and voluntarily waiving the right to file a lawsuit or other civil proceeding relating to Employee's employment with Employer as well as the right to resolve disputes in a proceeding before a judge or jury, except as described above. Employee further acknowledges and agrees that this Arbitration Agreement, while mutually binding upon the parties, does not constitute a guarantee of continued employment for any fixed period or under any particular terms except those contained herein, and does not alter in any way the at-will nature of Employee's employment relationship.

Date: _____

Date: _____

Employer Representative's Signature

Employee's Signature

Employer Representative's Name

Employee's Printed Name