

EMPLOYEE ARBITRATION AGREEMENT

This Employee Arbitration Agreement ("Agreement") is entered into between _____, ("Company") and the employee named below on the signature line ("Employee") (collectively, the "parties"). In consideration of Employee's employment or continued employment, the parties agree as follows:

1. Mutual Agreement to Arbitrate Certain Claims and Disputes. Company and Employee mutually agree to arbitrate before a neutral arbitrator (the "Arbitrator") any and all disputes or claims by and between Employee, on the one hand, and Company, its parent, subsidiary, and affiliated corporations and entities, and each of their present and former officers, directors, agents, and employees (the "Company Parties"), on the other hand, including but not limited to any and all claims arising from or relating to Employee's recruitment, hiring, and employment, the termination of that employment, and any claims arising post-employment, including claims by or against the Company Parties, whether such disputes or claims arise in tort, in contract, or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized, or on any other basis, including but not limited to the following claims:

- a. Claims for fraud, promissory estoppel, fraudulent inducement of contract, or breach of contract or contractual obligation, whether such alleged contract or obligation be oral, written, or express or implied by fact or law;
- b. Claims for wrongful termination of employment, violation of public policy, constructive discharge, infliction of emotional distress, misrepresentation, interference with contract or prospective economic advantage, defamation, unfair business practices, and any other tort or tort-like causes of action relating to or arising from the employment relationship or the formation or termination thereof, including any claims under state, federal, or local law or regulations;
- c. Claims for discrimination, harassment, or retaliation, and failure to prevent the same, under any and all federal, state, or local laws, regulations, or ordinances that prohibit discrimination, harassment, or retaliation in employment, as well as claims for violations of any other federal, state, or local law, regulation, or ordinance, except as set forth herein;
- d. Claims for nonpayment or incorrect payment of compensation and benefits, including, but not limited to, claims for salary, wages, overtime, premium pay, commissions, bonuses, severance, meal and rest periods, penalties, employee fringe benefits, stock options, and the like, whether such claims derive from alleged express or implied contract or obligation, equity, the State Labor Code, the Fair Labor Standards Act, the Employee Retirement Income Security Act (ERISA), or any other federal, state, municipal, or other laws or rules or orders concerning wages, compensation, or employee benefits;
- e. Claims relating to the misappropriation of trade secrets or confidential information, breach of duty, unfair competition, or other similar claims;
- f. Claims arising out of or relating to the grant, exercise, vesting, or issuance of equity in Company or options to purchase equity in Company; and
- g. All other claims arising by and between Employee and the Company Parties or any of them.

Employee and Company understand and agree that arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive method of resolving any and all existing and future disputes or claims arising by and between the parties.

Employee and Company further understand and agree that (i) claims for workers' compensation benefits, unemployment insurance, or state or federal disability insurance, (ii) claims or disputes expressly excluded from arbitration by a federal statute or otherwise validly excluded by arbitration as a matter of law, and (iii) claims expressly required to be arbitrated under a different procedure in accordance with the terms of an employee benefit plan are not covered by this Agreement and shall therefore be resolved in another appropriate forum.

Employee and Company also understand and agree that nothing in this Agreement should be interpreted as restricting or prohibiting Employee from filing a charge or complaint with a federal administrative agency charged with investigating or prosecuting complaints under any applicable law or regulation, including, but not limited to, the Equal Employment Opportunity Commission or National Labor Relations Board. However, any dispute or claim that is not resolved through the federal agency shall be submitted to arbitration in accordance with this Agreement.

2. Final and Binding Arbitration. Employee and Company understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a court or jury. Employee and Company further understand that Employee and Company are expressly waiving any and all rights to a trial before a court or jury regarding any and all disputes and claims that they now have or may in the future have that are subject to arbitration under this Agreement, provided, however, that nothing in this Agreement prohibits either party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions, and other provisional remedies.

3. Arbitration Procedures. A demand for arbitration by either Employee or Company shall be filed and served on the opposing party within the statute of limitation that is applicable to the claim(s) on which arbitration is sought or required. Any failure to demand arbitration within this time frame and according to this Agreement shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration to the same extent such claims would be barred if the matter proceeded in court (along with the same defenses to such claims).

Except as provided in this Agreement, any arbitration shall be conducted in accordance with the most current rules of arbitration provided by JAMS (<https://www.jamsadr.com>). (A copy of the rules of arbitration may be obtained at the JAMS website (<https://www.jamsadr.com>), or by requesting a copy from the Company's human resource department).

Employee and Company shall select a mutually agreeable Arbitrator from a list of arbitrators provided by JAMS. If, after proceeding in accordance with JAMS rules for selection of an arbitrator, the parties cannot agree to an arbitrator, an arbitrator may be selected by JAMS.

In any arbitration under this Agreement, the Arbitrator shall allow reasonable discovery to prepare for arbitration of any claims. At a minimum, the Arbitrator shall allow at least that discovery that is authorized or permitted by the JAMS rules and such other discovery required by law in arbitration proceedings. Employee and Company also agree that nothing in this Agreement relieves either party from any obligation. They may have to exhaust applicable administrative remedies before arbitrating any claims or disputes under this Agreement.

The Arbitrator shall allow the parties to file dispositive motions, including but not limited to motions for summary judgment, partial summary judgment, and summary adjudication of issues.

CLASS ACTION WAIVER: Both the Company and Employee agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis. There will be no right or authority in arbitration for any dispute to be brought, heard, or arbitrated as a class, collective, or representative, or for either party to be a participant in any purported class, collective, or representative, including without limitation pending but not certified class actions. (Hereafter, this agreement will be referred to as the Class Action Waiver.) Disputes regarding the validity and enforceability of this Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action, and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Although an Employee will not be retaliated against, disciplined, or threatened with discipline as a result of his or her exercising rights under §7 of the National Labor Relations Act by the filing of or participation in a class, collective, or representative action in any forum, the Company may seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective, or representative actions or claims.

CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (PAGA) CLAIMS: Private attorneys general representative actions brought on behalf of the State under the California Labor Code are not arbitrable, are not within the scope of this Agreement, and may be maintained in a court of law, but any claim on your own behalf as an aggrieved employee for recovery of underpaid wages (as opposed to representative claims for civil penalties) shall be arbitrable.

The Arbitrator shall issue a written reasoned award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have the authority to award any and all relief authorized by applicable law in connection with the asserted claims or disputes. The Arbitrator's award shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards.

4. Place of Arbitration. The arbitration shall take place in _____(insert State), or, at Employee's option, the county in which Employee is or was last employed by Company at the time the arbitrable dispute or claim arose.

5. Governing Law. This Agreement and its validity, construction, and performance shall be governed by the Federal Arbitration Act (the "FAA") and cases decided thereunder and, to the extent relevant, the laws of the State of _____. Further, the terms and procedures governing the enforcement of this Agreement shall be governed by and construed and enforced in accordance with the FAA, and not individual state laws regarding enforcement of arbitration agreements.

6. Costs of Arbitration and Recovery of Attorney Fees. The costs of arbitration, including the Arbitrator's fees, shall be allocated and paid in accordance with then-applicable law. If required by applicable law, Company shall pay all of the Arbitrator's fees and the arbitration-related costs. If, however, under applicable law, Company is not required to pay all of the Arbitrator's fees and the arbitration-related costs, such fees and costs shall be apportioned between the parties by the Arbitrator in accordance with applicable law, and, if applicable law is silent on this issue, such arbitration fees and costs shall be allocated between and paid equally by Company and Employee.

Except as otherwise required under applicable law, Company and Employee shall each pay their own attorney fees and costs incurred in connection with the arbitration. However, the Arbitrator shall not have authority to award attorney fees and costs to the prevailing party unless a statute or contract at issue in the dispute authorizes the award of attorney fees and costs to the prevailing party, in which case the Arbitrator shall have the authority to make an award of attorney fees and costs to the same extent available under

applicable law. If there is a dispute regarding whether Company or Employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

7. Severability. If any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

8. Complete Agreement. This Agreement contains the complete agreement between Company and Employee regarding the subjects covered in it. It supersedes any and all prior representations and agreements between Company and Employee, if any, and may be modified only in a writing expressly referencing this Agreement and issued by the Company's Chief Executive Officer or President. If any modification has not been signed by Employee but Employee continues to accept employment or other benefits from Company after having notice of the modification, the modification shall become effective after a reasonable period.

9. No Alteration of At-Will Employment. Employee's employment with Company is and shall be at all times on an at-will basis, and Company or Employee may terminate Employee's employment at any time, for any reason, with or without cause or advance notice. Nothing in this Agreement creates or is intended to create an express or implied contract for employment or continuing employment, nor does this Agreement otherwise modify, negate, or affect the at-will nature of Employee's employment with Company.

10. Knowing Acceptance of Agreement. This Agreement is binding on Employee and Company regardless of whether Employee signs below and without the need for Company to sign it. However, by signing below, Employee acknowledges that Employee has read this Agreement or had the opportunity to do so (including, as the case may be, having someone read this Agreement to Employee in a translated form). Employee understands that Employee and Company are waiving all rights to a trial or hearing before a court or jury of any and all disputes and claims subject to arbitration under this Agreement. It is intended that this Agreement shall at all times apply to Company and shall immediately apply to Employee on signing, or, if Employee refuses to sign this Agreement, this Agreement shall apply to Employee within 30 days after Employee has been provided with a copy of this Agreement and Employee continues with his or her employment with Company.

EMPLOYEE

Date: _____

Name: _____

Date: _____

COMPANY

By: _____

Name: _____

Its: _____