

AGREEMENT TO ARBITRATE

Any controversy, dispute or claim between any employee and the Company, or its officers, agents or other employees, shall be settled by binding arbitration, at the request of either party. The arbitrability of any controversy, dispute or claim under this policy shall be determined by application of the substantive provisions of the Federal Arbitration Act (9 U.S.C. Sections 1 and 2) and by application of the procedural provisions of the California Arbitration Act. Arbitration shall be the exclusive method for resolving any dispute; provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided in California Code of Civil Procedure Section 1281.8.

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 California Labor Code, the California Business and Professions 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.

The employee and the Company will select an arbitrator by mutual agreement. If the employee and the Company are unable to agree on a neutral arbitrator, either party may elect to obtain a list of arbitrators from the Judicial Arbitration and Mediation Service ("JAMS"), Alternative Dispute Resolution ("ADR"), or any other reputable dispute resolution organization. The rules for both JAMS and ADR may be obtained from the Corporate Office or can be found online at <http://www.jamsadr.com> and <http://www.adrservices.org>. The demand for arbitration must be in writing and must be made by the aggrieved party within the statute of limitations period provided under applicable California and/or federal law for the particular claim. Failure to make a written demand within the applicable statutory period constitutes a waiver to raise that claim in any forum. Arbitration proceedings will be held in the county in which the employee works.

The arbitrator shall apply applicable California and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated, and shall apply the California Evidence Code to the proceeding. The parties shall be entitled to conduct all discovery to which they would have been entitled to had the parties' controversy been filed in a California Superior Court and the arbitrator shall have the power to limit such discovery pursuant to motions and protective orders under the same rules and limitations as if he/she were a California Superior Court judge. The arbitrator shall hear motions for summary disposition as provided in the California Code of Civil Procedure.

Unless otherwise specified in this arbitration policy, the arbitrator shall rely on the Federal Arbitration Act (9 USC §§1–307) to conduct the arbitration and any pre-arbitration activities.

Within thirty (30) days following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator's award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall prepare in writing and provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity requested by the parties and allowed by law.

The decision of the arbitrator shall be binding and conclusive on the parties. Employee and Company understand and agree that the arbitration of disputes and claims under this Agreement shall be decided by an arbitrator 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. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. 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.

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by the Company. 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.

Both the Company and employees understand that by using arbitration to resolve disputes, they are giving up any right to a judge or jury trial with regard to all issues concerning employment.

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.

PRIVATE ATTORNEYS GENERAL ACT (PAGA) WAIVER: In addition, there will be no right or authority for any dispute to be brought, heard, or arbitrated as a PAGA representative action. (Hereafter, this agreement will be referred to as the PAGA Waiver.) The PAGA Waiver does not apply to any claim Employee brings in arbitration as a private attorney general solely on his or her own behalf and not on behalf of or regarding others to the extent permitted by law. This PAGA Waiver shall be severable from this Agreement in any case in which (1) the dispute is filed as a representative or PAGA action and (2) a civil court of competent jurisdiction finds this PAGA Waiver is unenforceable, unconscionable, void, or voidable. In such instances, the representative or PAGA action must be litigated in a civil court of competent jurisdiction.

OPT OUT OF PAGA WAIVER: If Employee does not wish to waive any right to bring or assert PAGA representative action claims, Employee may opt out of this PAGA Waiver by sending a written communication to the Company's President stating that Employee opts out of the PAGA Waiver. To effectively opt out of the PAGA Waiver, Employee must send his or her opt-out communication within 30 days of Employee's receipt of this Agreement.

If either party to this arbitration agreement files a lawsuit against the other in a court or administrative agency instead of requesting arbitration of the dispute, the party seeking to enforce this arbitration agreement can serve the suit-filing party with written notice of this arbitration agreement. If the party seeking to enforce the arbitration agreement provides this written notice, the party filing suit has five (5) days from the date of service (not extended for any time period, regardless of the manner of service) to personally serve a writing on the party seeking to enforce the arbitration agreement, agreeing to arbitrate the dispute. If the suit filing party does not timely serve his/her/their agreement to arbitrate and the party seeking to enforce the arbitration agreement successfully compels the suit-filing party to arbitration, the party seeking to enforce this arbitration agreement shall be entitled to the reasonable attorneys' fees it incurred in enforcing this arbitration 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 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.

If any term, provision, covenant or condition of this policy is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this policy will remain in full force and effect and shall in no way be affected, impaired or invalidated.

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 Signature

Date: