

MUTUAL AGREEMENT TO ARBITRATE

This Mutual Agreement to Arbitrate is a contract and covers important issues relating to Your rights. It is Your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of Your choice outside the Company or to refrain from doing so if that is Your choice.

Este Acuerdo de Arbitraje Mutuo es un contrato y cubre aspectos importantes de tus derechos. Es tu absoluta responsabilidad leerlo y entenderlo. Tienes la libertad de buscar asistencia de asesores independientes de tu elección fuera de la Empresa o de abstenerse de buscar asistencia si esa es tu elección.

The Mutual Agreement to Arbitrate (“Agreement”) is between You (referred to in this Agreement as “You”, “Your”, “I”, or “Employee”) and Staff Force, Inc. (hereafter “Company”). All disputes covered by this Agreement will be decided by a single arbitrator through final and binding arbitration **and not by way of court or jury trial.**

1) **CLAIMS COVERED BY THE AGREEMENT:** This Agreement is intended to be as broad as legally permissible, and, except as it otherwise provides, applies to all claims or controversies, past, present, or future, that otherwise would be resolved in a court of law or before a forum other than arbitration, including without limitation, claims arising out of or related to Your application and selection for employment, employment, and/or termination of Your employment, that the Company may have against You or that You (on Your behalf and on behalf of Your spouse, children, parents, or estate) may have against the Company, and/or any of its:

- officers, directors, employees, or agents,
- subsidiaries, affiliates, and d/b/a's,
- franchisors and franchisees
- **Client(s)** and their affiliates (including without limitation the entity to which You are assigned and/or perform work services),
- benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates or agents,
- successors or assigns,

each and all of which individuals and/or entities may enforce this Agreement.

Except as it otherwise provides, this Agreement applies, without limitation, to claims based upon or related to discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation or any monies claimed to be owed, meal breaks and rest periods, termination, tort claims, common law claims, equitable claims, and claims arising under the Defend Trade Secrets Act, Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment

and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, any and all claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. However, as stated in the “Class and Collective Action Waivers” below, the preceding sentence does not apply to the Class Action Waiver.

TEXAS EMPLOYEES ONLY: This Agreement also covers nonsubscriber claims (including without limitation, any personal injury suffered by You while in the Course and Scope of Your employment with Company (and/or Client, as applicable), including but not limited to, claims for negligence, gross negligence, physical impairment, disfigurement, pain and suffering, mental anguish, wrongful death, survival actions, loss of consortium and/or services, medical and hospital expenses, expenses of transportation for medical treatment, expenses of drugs and medical appliances, emotional distress, exemplary or punitive damages arising out of or related to any personal injury). For purposes of this paragraph, the term “Course and Scope” means an activity of any kind or character that has to do with or originates in the work, business, trade, or profession of Company (and/or Client, as applicable) and that is performed by You, to the extent Your employment with the Company is principally located within Texas.

2) **LIMITATION ON HOW THIS AGREEMENT APPLIES AND CLAIMS NOT COVERED BY THIS AGREEMENT:** The following claims are not covered under this Agreement: (i) claims for workers compensation benefits, state disability insurance and unemployment insurance benefits; however, it applies to discrimination or retaliation claims based upon seeking such benefits; (ii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974 (“ERISA”); however, this Agreement does apply to any claims for breach of fiduciary duty, for penalties, or alleging any other violation of ERISA, even if such claim is combined with a claim for benefits; and (iii) disputes that an applicable federal statute

expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement.

Nothing in this Agreement prevents Employee from making a report to or filing a claim or charge with a governmental agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, Office of Federal Contract Compliance Programs, or law enforcement agencies, and nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this paragraph, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration. The Company will not retaliate against You for filing a claim with an administrative agency or for exercising rights under the National Labor Relations Act. This Agreement also does not prevent or prohibit You in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, in accordance with applicable law, and any such application shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

3) **ARBITRATION PROCEDURES:** The arbitration will be administered by the American Arbitration Association (“AAA”), and except as provided in this Agreement, will be under the then current Employment Arbitration Rules of the AAA (“AAA Rules”) (the AAA Rules are available via the internet at www.adr.org/employment or by using a service such as Google to search for “AAA Employment Arbitration Rules”); provided, however, that if there is a conflict between the AAA Rules and this Agreement, this Agreement shall govern. Unless the parties jointly agree otherwise, the Arbitrator must be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction. Unless the parties jointly agree otherwise, the arbitration will take place within 25 miles of and in the state where I am currently employed or was last employed by the Company (or worked for Client, as applicable).

The Arbitrator will be selected as follows: The AAA will give each

party a list of nine (9) arbitrators (who are subject to the qualifications listed in the preceding paragraph) drawn from its panel of arbitrators from which the parties will strike alternately by telephone conference administered by AAA, with the party to strike first to be determined by a coin toss conducted by AAA, until only one name remains. That person will be designated as the Arbitrator. If the individual selected cannot serve, AAA will issue another list of nine (9) arbitrators and repeat the alternate striking selection process. If the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator.

The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Either party may file dispositive motions, including without limitation a motion to dismiss and/or a motion for summary judgment and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure.

The Arbitrator will issue an award by written opinion within thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later. The opinion will be in writing and include the factual and legal basis for the award. Judgment on the award issued by the Arbitrator may be entered in any court of competent jurisdiction.

4) **CLASS AND COLLECTIVE ACTION WAIVERS:** The Company and I agree to bring any claim on an individual basis only. Accordingly,

THE COMPANY AND I WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A CLASS AND/OR COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM (“Class Action Waiver”). In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction—not in arbitration.

Notwithstanding any other clause or language in this Agreement and/or any rules or procedures that might otherwise apply by virtue of this Agreement (including without limitation the AAA Rules discussed above) or any amendments and/or modifications to those rules, any claim that the Class Action Waiver or any portion of the Class Action Waiver is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator.

5) **NOTICE:** The Company and I agree that the party initiating the claim must make a written demand for arbitration of the claim to

the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration and apply the statute of limitations that would have applied if the claim(s) been brought in court.

6) **DISCOVERY AND SUBPOENAS:** Each party may take the deposition of two individual fact witnesses and any expert witness designated by another party. Each party also may propound requests for production of documents and ten (10) interrogatory requests to the other party. And, each party shall also have the right to subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties. Additional discovery may be conducted by mutual stipulation, and the Arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the arbitrator's determination whether additional discovery is warranted by the circumstances of a particular case.

7) **FEES AND COSTS:** You and the Company (and/or Client, as applicable) shall follow the AAA Rules applicable to initial filing fees, but in no event will You be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company (and/or Client, as applicable) shall pay any remaining portion of the initial fee and also will pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees. Each party will pay for its own costs and attorneys' fees, if any, except that the arbitrator may award reasonable fees to the prevailing party as provided by law. The

Arbitrator will resolve any disputes regarding costs/fees associated with

8) **CONSIDERATION:** The mutual obligations to arbitrate disputes provide adequate consideration for this Agreement. Employee's acceptance of or continued employment with the Company also constitutes consideration for this Agreement.

9) **GOVERNING LAW.** The Federal Arbitration Act (9 U.S.C. § 1 et seq.) applies to this Agreement. If for any reason the Federal Arbitration Act does not apply, the parties agree the Texas Arbitration Act will apply.

10) **ENTIRE AGREEMENT AND CONSTRUCTION:** This is the complete agreement of the parties about arbitration of covered disputes. Any contractual disclaimers the Company has in any handbooks, other agreements, or policies do not apply to this Agreement. This Agreement will survive the termination of Your employment and the expiration of any benefit, and it will also continue to apply notwithstanding any change in Your duties, responsibilities, position, or title, or if You are transferred/placed with any different Client of the Company and/or if You are separated and rehired by the Company. If any provision of this Agreement is adjudged to be invalid, unenforceable, unconscionable, void or voidable, in whole or in part, such adjudication will not affect the validity of the remainder of the Agreement. All remaining provisions will remain in full force and effect. This Agreement does not alter the "at-will" status of Your employment.

AGREED BY EMPLOYEE AND COMPANY

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO THIS MUTUAL AGREEMENT TO ARBITRATE, AND UNDERSTAND AND AGREE THAT THE COMPANY AND I ARE GIVING UP OUR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO ARBITRATE CLAIMS COVERED BY THIS AGREEMENT. I ALSO AGREE AND AUTHORIZE THE USE OF AN ELECTRONIC MEANS OF ACCEPTANCE AS MY AGREEMENT AND ACCEPTANCE TO THIS AGREEMENT, AND UNDERSTAND AND ACKNOWLEDGE THAT MY ELECTRONIC ACCEPTANCE IS INTENDED TO SHOW MY ACCEPTANCE AND IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME PRINTED

SIGNATURE OF AUTHORIZED COMPANY REP.

TITLE OF REPRESENTATIVE