

## MUTUAL ARBITRATION AGREEMENT

**This Arbitration Agreement 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 abstenerte de buscar asistencia si esa es tu elección.**

1. **INTRODUCTION:** This Mutual Arbitration Agreement (“Agreement”) is between me (sometimes referred to as “me”, “I”, “You”, or “Your”) and the Company. For purposes of this Agreement, any reference to the Company is intended to be broadly defined to include the entity or entities that You have applied for employment with, and/or that actually employs You or has employed You, including without limitation, People 2.0 Global, LLC, People 2.0 North America, LLC, Global HR Partners, LLC, People 2.0 Industrial, LLC, IC Compliance, LLC dba Talentwave, and its or their, past, present or future, affiliates, parents, subsidiaries, and d/b/a’s (the “Company”). The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this Agreement, which evidences a transaction involving commerce. The Company and I agree that the mutual obligations by the Company and me to arbitrate disputes provide adequate consideration for this Agreement. **All disputes covered by this Agreement will be decided by an arbitrator through final and binding arbitration and not by way of court or jury trial. This Agreement does not modify the “at will” employment relationship between the Company and You.**

2. **DISPUTES COVERED BY THE AGREEMENT:** The Company and I mutually agree to resolve by arbitration all disputes, claims or controversies, past, present or future, including without limitation, claims arising out of or related to my application for employment, employment, assignment, and/or the termination of my employment that the Company may have against me or that I may have against the Company, or its

- officers, directors, employees, members, or agents in their capacity as such or otherwise,
- benefit plans or the plans’ sponsors, fiduciaries, administrators, affiliates and agents,
- customers and clients, including the customers and clients to which I am assigned to work (and/or their clients and customers to which I am assigned),
- successors and assigns,

each and all of which may enforce this Agreement as direct or third-party beneficiaries.

Except as it otherwise provides, this Agreement applies to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration under applicable state, federal or other law. 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, personal injury, privacy, seating, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation claimed to be owed, breaks and rest periods, termination, tort claims, equitable claims, and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, 42 U.S.C. § 1981, Americans With Disabilities Act, Age Discrimination in Employment Act, Worker Adjustment and Retraining Notification Act, Fair Credit

Reporting Act, Family Medical Leave Act, Fair Labor Standards Act, Uniformed Services Employment and Reemployment Rights Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), 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, each as amended, and state statutes or regulations addressing the same or similar subject matters, and all other any and all claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance. This Agreement also covers any legal claims arising out of or relating to Your performance and/or termination of work services for the Company's customers and clients, including the customers and clients to which You are assigned to work, including without limitation any type of claim arising out of any alleged employment relationship or joint employment relationship or allegation of joint liability.

The Arbitrator—and not any federal, state, or local court or agency—will have exclusive authority to resolve any dispute relating to arbitrability, including without limitation, the interpretation, applicability, enforceability or waiver of this Agreement. However, the preceding sentence does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and it does not apply to the Class Action Waiver, Collective Action Waiver, or PAGA Individual Action Requirement below. 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 American Arbitration Association Rules discussed below) or any amendments and/or modifications to those rules, any claim that the Class Action Waiver, Collective Action Waiver, or PAGA Individual Action Requirement or any portion of the Class Action Waiver, Collective Action Waiver, or PAGA Individual Action Requirement is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator.

### **3. LIMITATIONS ON HOW THIS AGREEMENT APPLIES AND CLAIMS NOT COVERED BY THE AGREEMENT:**

The following claims are not covered by this Agreement: (i) Workers' Compensation benefit claims, state unemployment, or disability insurance compensation claims; however, it applies to discrimination or retaliation claims based upon seeking such benefits; (ii) claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by Section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), Section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal

Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims; (iii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; (iv) disputes that may not be subject to pre-dispute arbitration agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at the Employee's election); and (v) claims that the Dodd-Frank Wall Street Reform and Consumer Protection Act expressly bar from the coverage of mandatory pre-dispute arbitration agreements. If any claim(s) not covered by this Agreement above are combined with claims that are covered under this Agreement, to the maximum extent permitted under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

The Company or I 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, including without limitation any controversy under any applicable Confidentiality, Non-Solicitation and Non-Compete Agreement between me and the Company. 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 will be decided in arbitration, and pursuing the temporary or preliminary injunctive relief will not constitute a waiver of rights under this Agreement.

Nothing in this Agreement prevents You from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, Office of Federal Contract Compliance Programs, or law enforcement agencies. 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 those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against me for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) 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.

- 4. INFORMAL RESOLUTION AND OPEN DOOR POLICY:** This Agreement does not prevent me or the Company from using informal avenues to raise or resolve concerns, including disputes that are covered under this Agreement, and the Company encourages the use of such informal avenues. However, use of informal resolution and open-door policy is not a mandatory step before initiating arbitration of a covered claim. If I feel uncomfortable raising concerns with my immediate manager, or my manager does not respond to my concerns, I may raise the concerns with my manager's supervisor. I am also encouraged to bring

concerns to the attention of the Company's Human Resources Department by emailing HR@people20.com.

5. **MEDIATION:** Mediation is a voluntary, non-binding process where a neutral third-party (a mediator) works with me and the Company to reach a mutually agreeable settlement of the dispute. If a settlement is not reached, the mediator has no authority to impose one. I may request mediation by making a written request for mediation of a dispute to the Company's Legal Department, currently at: 2520 Renaissance Blvd., Suite 130, King of Prussia, PA 19406. If the Company requests mediation, it will make a written request at the last home address I provided in writing to the Company. Both parties must mutually agree to mediation before any mediation occurs and neither party has any obligation under this Agreement to mediate a dispute. Mediation is completely voluntary and is not a prerequisite to arbitration of a dispute. The Company will pay all of the fees and costs of the mediator. If the dispute is resolved in mediation, the parties will document the resolution.

6. **INITIATING ARBITRATION DEMAND:** The Company and I agree that the aggrieved party must make a written request for arbitration of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the applicable state or federal law prescribes for the claim. The request for arbitration shall identify and describe the nature of all claims asserted and the facts upon which such claims are based and the relief or remedy sought. Any written request for arbitration to the Company, or its officers, directors, employees or agents will be sent to the Company's Legal Department, currently at: 2520 Renaissance Blvd., Suite 130, King of Prussia, PA 19406. I will be given any written request for arbitration at the last home address I provided in writing to the Company. The request for arbitration must be signed by the party making the demand for arbitration (by You personally or authorized representative of the Company). The Arbitrator will resolve all disputes regarding whether the demand for arbitration was proper and on time.

7. **CLASS AND COLLECTIVE ACTION WAIVERS:**

a. BOTH THE COMPANY AND I AGREE TO BRING ANY DISPUTE IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS BASIS ON BEHALF OF OTHERS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A CLASS ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM ("Class Action Waiver").

b. BOTH THE COMPANY AND I AGREE TO BRING ANY DISPUTE IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A COLLECTIVE ACTION BASIS ON BEHALF OF OTHERS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM

("Collective Action Waiver").

In the event a final judicial determination is made that the Class Action Waiver and/or Collective Action Waiver is unenforceable and that a class and/or collective action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class and/or collective action and any class or collective action must be brought in a court of competent jurisdiction—not in arbitration—but the portion of the Class or Collective Action Waiver that is enforceable will be enforced in arbitration.

8. **PRIVATE ATTORNEYS GENERAL ACT ("PAGA") INDIVIDUAL ACTION Requirement:** YOU AND THE COMPANY AGREE TO ARBITRATE PAGA CLAIMS ON AN INDIVIDUAL BASIS ONLY. THEREFORE, ANY CLAIM BY YOU UNDER PAGA TO RECOVER YOUR UNPAID WAGES, CIVIL PENALTIES, OR OTHER INDIVIDUAL RELIEF MUST BE ARBITRATED UNDER THIS AGREEMENT. THE ARBITRATOR IS WITHOUT AUTHORITY TO

PRESIDE OVER ANY PAGA CLAIM BY YOU ON BEHALF OF ANY OTHER PERSON OR JOINED OR CONSOLIDATED WITH ANOTHER PERSON'S ENTITY'S PAGA CLAIM. This PAGA Individual Action Requirement clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

9. **PROCEDURES AND RULES:** Unless otherwise agreed to by the parties, the arbitration will be held under the auspices of the American Arbitration Association ("AAA"), and except as provided in this Agreement or otherwise agreed to, will be under the then current Employment Arbitration Rules of the AAA ("AAA Rules") (the AAA Rules are available through the Company's Human Resources Department or via the internet at [www.adr.org/employment](http://www.adr.org/employment)). Unless the parties jointly agree otherwise, the Arbitrator will 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 (the "Arbitrator"). Unless the parties jointly agree otherwise, the arbitration will take place in or near the city and in the state in which I am or was last employed by the Company.

The Arbitrator will be selected as follows: The AAA will give each party a list of nine (9) arbitrators (subject to the qualifications listed in the preceding paragraph) drawn from its panel of arbitrators. Each party will have ten (10) calendar days to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual will be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties will strike names alternately from the list of common names until only one remains, with the party to strike first to be determined by a coin toss. If no common name remains on the lists of all parties, AAA will furnish an additional list of nine (9) arbitrators from which the parties will strike alternately, with the party striking first to be determined by a coin toss, until only one name remains. That person will be designated as the Arbitrator. If the individual selected cannot serve, AAA will issue

another panel of nine (9) arbitrators and repeat the alternate selection process. If AAA will not administer the arbitration or will not administer the arbitration consistent with this Agreement, 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 to me or the Company any remedy to which that party is entitled under applicable law (including, but not limited to, legal, equitable and injunctive relief), but such remedies are limited to those that would be available to a party in its/his or her individual capacity in a court of law for the disputes presented to and decided by the Arbitrator. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted.

Either party may file 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. A party may also make an offer of judgment in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure. The Arbitrator will set a briefing schedule for such motions upon the request of either party. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration.

The Arbitrator shall render an award by written opinion that will include the factual and legal basis for the decision no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later, unless the parties agree otherwise. The decision of the Arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

10. **DISCOVERY AND SUBPOENAS:** Each party will have the right to take the deposition of two individual fact witnesses and any expert witness designated by another party. Each party also will have the right to propound requests for production of documents to any party and the right to subpoena witnesses and documents for the arbitration, and documents relevant to the case from third parties, in accordance with any applicable state or federal law. Additional discovery may be had by mutual agreement of the parties or where the Arbitrator orders it pursuant to a request by either party.

11. **ARBITRATION FEES AND COSTS:** You and the Company shall follow the AAA Rules (or arbitrator's rules if the parties mutually select a non-AAA arbitrator) 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 will pay the Arbitrator's and arbitration fees and costs either directly to the arbitrator or to AAA. Each party will pay for its own costs and attorneys' fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this Agreement to be enforceable, then such law will be followed.

12. **CONSTRUCTION:** Subject to the clauses entitled “Class and Collective Action Waivers” and “PAGA Individual Action Requirement” above, if any provision of this Agreement is adjudged to be void, voidable or otherwise unenforceable, in whole or in part, such provision will, without affecting the validity of the remainder of the Agreement, be: (i) modified to the extent necessary to render such term or provision enforceable preserving to the fullest extent possible the intent and agreements herein, or (ii) to the extent such modification is not permissible, severed from this Agreement. All remaining provisions will remain in full force and effect. However, under no circumstances may the Arbitrator hear or preside over any class, collective, or other claim joined by or consolidated with another person’s or entity’s claim, unless all parties agree in writing. If a court determines the Federal Arbitration Act does not apply to this Agreement or to a party under this Agreement, the parties agree and stipulate the arbitration law of the state in which you work or last worked will apply.

13. **SOLE AND ENTIRE AGREEMENT:** I agree this is the complete agreement of the parties on the subject of arbitration or formal resolution of disputes. This Agreement will survive the termination of my employment and the expiration of any benefit, and it will apply upon re-employment by the Company if my employment is ended but later renewed. This Agreement will also continue to apply if there is any change in my duties, responsibilities, position, or title, or if I transfer to any affiliate, subsidiary, or parent of the Company or transfer/perform services for any or different customer or client of the Company. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement. Notwithstanding any contrary language, if any, in any Employee Handbook and addendums or any other Company policy or practice, this Agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both parties.

**BY SIGNING THIS MUTUAL ARBITRATION AGREEMENT, I ACKNOWLEDGE THAT I AM THE PERSON NAMED BELOW AND AGREE AND ATTEST THAT: (1) I AGREE AND AUTHORIZE THE USE OF AN ELECTRONIC FORM OF ACCEPTANCE BY SIGNING BELOW (“ELECTRONIC SIGNATURE”) AND UNDERSTAND THIS IS LEGALLY BINDING AND HAS THE SAME EFFECT AS AN INK SIGNATURE, AND (2) I HAVE CAREFULLY READ THIS ARBITRATION AGREEMENT AND UNDERSTAND THAT BY SIGNING BELOW, THE COMPANY AND I ARE GIVING UP OUR RIGHTS TO A COURT OR JURY TRIAL AND WE ARE AGREEING TO ARBITRATE CLAIMS COVERED BY THIS AGREEMENT.**

**AGREED: *BRETTAHUER-RAMIREZ STAFFING***

**AGREED: \_\_\_\_\_**