



GiGo Clean

Independent Contractors Agreement

INDEPENDENT CONTRACTOR PROFILE

First Name _____

Middle: _____

Last Name: _____

Home Address: _____

Email: _____

Cell: (_____) _____ Home: (_____) _____

Date of Birth: _____ Social Security Number: _____

ID Number: _____ State Issued: _____

Emergency Contact: _____

Relationship: _____

Phone: () _____

Vehicle Year and Model _____

License Plate Number _____

DBA Name: _____

DBA Address: _____

Coverage Cities: _____

Special Note:

GIGO Clean Technology Inc.
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made effective as of the date set forth below ("Effective Date") between _____ ("Contractor/Cleaner"), _____ (the "Service Provider") and GIGO Clean Technology ("Company") with reference to the following:

WHEREAS, Contractor employs the Service Provider and seeks to provide the Services through the Service Provider to the Company on an independent contractor basis;

WHEREAS, Service Provider is employed by Contractor and wishes to provide the Services to Company through Contractor;

WHEREAS, Company desires to obtain the Services of Service Provider through Contractor, and Contractor has agreed to provide such Services to Company in accordance with the terms and subject to the conditions hereof;

NOW THEREFORE, in consideration of the promises and the mutual covenants of the parties hereto, the parties hereby agree as follows:

1. **Services:** The "Services" rendered hereunder shall be performed exclusively by the Service Provider and shall include the service of Cleaning and Maid services. Contractor and Service Provider shall perform the Services to the best of his or its efforts, skills and abilities, and shall select the manner and means by which the Services are performed. Contractor and Service Provider shall be responsible for his or its own expense all tools, Supplies, and instrumentalities necessary to perform the Services, and shall also bear responsibility for obtaining and maintaining all appropriate licenses that may be necessary in conjunction with the Services including insurance.
2. **Term/Non-Exclusivity:** The Term of this Agreement shall be for one (1) year from the Effective Date but may be terminated by the Company for any reason at any time. The Services shall be rendered on a non-exclusive basis, and Contractor shall have the right to engage in any other activities and businesses, which are not competitive with the Services Provided hereunder.
3. **Compensation:** Company shall pay Contractor pursuant to the agreed rate schedule of 65% of the total charges for the Services. Contractor shall pay Service Provider in accordance with its standard practices. Payments shall be made to Contractor monthly on the first business day of each month. **Contractor shall receive an IRS Form 1099 on an annual basis for tax reporting purposes. Contractor and Service Provider shall indemnify Provider in conjunction with rendering Services for the Company. Contractor may adjust the amount of time require to complete the job.**
4. **Independent Contractor Status.** Contractor and Service Provider are providing Services solely as an independent contractor and Service Provider **shall not** be considered an employee of, or be entitled to employee benefits of, Company. Contractor and Service Provider shall be responsible for the payment of all city, state, and federal taxes and assessments, including, without limitation, income, social security and other self-employment taxes related to payments under this Agreement. Nothing contained in this Agreement shall be construed to render Contractor or Service Provider an agent or employee of Company for any purpose. Nothing contained in this Agreement shall be construed to authorize Contractor or Service Provider to have, nor shall Contractor or Service Provider hold himself or itself out as having, any right or authority to assume or create an obligation or responsibility, expressed or implied, on behalf of or in the name of Company, or bind Company in any manner.
5. **Indemnification.** Contractor or Service Provider shall indemnify and hold harmless Company, its officers, directors, affiliates, owners, employees, agents, successors and assigns from and against any and all losses, liabilities, damages, claims, demands, and cause of action (including without limitation, attorneys' fees and other costs) arising from (i) any act or omission by Contractor or Service Provider in connection with his or its provision of services and/or (ii) any breach of Contractor or Service Provider of any term or condition of this Agreement.

Contractor or Service Provider shall be responsible for his or its own commercial general liability insurance, workers' compensation insurance, professional liability insurance, as well as any excess liability insurance that Contractor or Service Provider deems appropriate to insure, indemnify and defend himself or itself with respect to any and all claims or losses arising out of Contractor's or Service Provider's acts, transactions or conduct.

6. Contractor and Service Provider's Representations.

- a. Contractor and Service Provider represent and warrant to Company that Contractor and Service Provider are under no contractual or other restriction or obligation which would prevent the performance of duties hereunder, or interfere with the rights of Company hereunder.
- b. Contractor and Service Provider shall execute and abide by the Company's Contractor Confidentiality Agreement (Attachment "B").
- c. Contractor and Service Provider shall abide by the Company's anti-discrimination and harassment policies.

7. Miscellaneous.

- a. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, county of Orange.
- b. If one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, then this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.
- c. Any claim or controversy arising out of or relating to this Agreement or the services rendered by Contractor and Service Provider hereunder shall be resolved through binding arbitration as set forth in the Company's Mutual Agreement to Arbitrate Disputes, which Contractor and Service Provider agree to execute as a condition of performing Services for the Company.
- d. This Agreement constitutes the entire agreement between Company, Contractor and Service Provider regarding the subject matter hereof and supersedes all prior agreements, written or oral, between Company, Contractor and Service Provider relating to the subject matter of this Agreement. This Agreement may not be modified, amended, or discharged, in whole or in part, except by an agreement in writing signed by Company, Contractor and Service Provider.

IN WITNESS HEREOF, this Agreement is entered into and executed by the parties as of the effective date set forth in the first paragraph.

COMPANY

By: _____

Name: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Company: _____

Title: _____

Code of Professional & Ethical Conduct

Every employee, member, affiliate, vendor, and contractor of GIGO Clean Technology Inc. shall subscribe and circumscribe any and all activities according to the principles set forth in these codes of professional & ethical conducts in dealing with clients, the public, and those of associates in business as follows:

1. **Professional Standards** - - A Vendor/ Contractor shall know and observe all standards that govern professional cleaning standards by CDC and Osha.
2. **Education and Training** - It is the responsibility a Vendor/ Contractor of a obtain sufficient education and training in cleaning services so as to be knowledgeable of the services that she/he performs.
3. **Timely Performance of Assignment** - Once having accepted or undertaken an assignment from a client, the A Vendor/ Contractor shall strive to be prompt in the execution of the assignment consistent with the requirements of the client. When an unforeseen or unavoidable event prevents fulfillment of such obligation, the cleaner shall promptly report his or her inability to complete the assignment to the appropriate person.
4. **Ethical Conduct** - A Vendor/ Contractor shall not engage in any unethical conduct.
5. **Impropriety and Conflict of Interest** - A Vendor/ Contractor shall avoid the appearance of impropriety and conflicts of interest, and shall not render services in any matter in which he or she is a party to the underlying action.
6. **Protection of Rights and Confidentiality** - A Vendor/ Contractor shall do all things possible to protect the rights and confidentiality of a client, and of any person to whom Cleaning services is related to.
7. **Misrepresentation** - A Vendor/ Contractor shall not misrepresent himself or herself in any form.
8. **Violators** – This Company nor any of its Vendors shall knowingly employ a person who has been determined to have violated these codes, or who does not meet the requirements set forth herein. Vendors have an obligation to immediately report any known violators to the Company.
9. **Duties to the Clients** - The best interest of a client may be served by maintaining a high standard of work and reporting to a client the full facts ascertained as a result of the work and effort expended, whether they be advantageous or detrimental to the interest of the client; and that nothing be withheld from the client pursuant to the dictates of law.
10. **Duty to General Public and to the Profession** - Above all, employee member, affiliate and contractors should at all time maintain a high standard of conduct personally and professionally, respect the integrity and in no way impugn the position or name of this company and its officers, and should do nothing which would reflect negatively on GIGO Clean Technology Inc in the eyes of the court, and the general public.
11. **Personal Appearance and Behavior** – Vendors/ Contractor are expected to maintain a neat and clean appearance at all times and are responsible for the appearance of their agents.
 - They must be courteous and polite in all their dealings.
 - Never use profanity or vulgarity in your contact with others. Rudeness is inexcusable.
 - Handle all furniture, clothing's, personal belongings of clients with care. Any damage to clients belongings must be reported to GIGO Clean Technology Customer Service info@gigoclean.com or to call 844-870-7070.no later than 2 hours.
 - Respect Clients Confidentiality.

- Inform GIGO Clean Technology Inc customer service about any misconducts of coworkers by contacting GIGO Clean technology at info@gigoclean.com or to call 844-870-7070.
- Abide by the Company's non-discrimination and sexual harassment policies.

12. Authorization to Work Permit – Vendor and each employee, member or affiliate of Vendor is required to have a valid certificate of authorization to work on file at all times.

13. Compliance with Local, State and Government Laws - It is the responsibility of the Vendor to ensure its employees, member, affiliate and contractor to comply with all city, state and federal laws in regards to their Cleaning Service activities.

14. Drug Free policy, GIGO Clean Technology Inc is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and/or alcohol is inconsistent with the behavior expected of contractors. The use of illegal drugs and alcohol and misuse of prescribed and over the counter drugs subjects' contractors and visitors to unacceptable safety risks that undermine the Company's ability to operate safely, effectively and efficiently.

15. This contract informs contractors/Cleaners that theft from the company or Clients will not be tolerated.

Signature: _____

Print Name: _____

Company: _____

Date: _____

GIGO Clean Technology Inc.,

CONTRACTOR CONFIDENTIALITY AGREEMENT

Attachment B

This Confidentiality Agreement (the "Agreement") governing confidential and proprietary information is entered into by and between GIGO Clean Technology Inc. (the "Company") and you as the Contractor/Cleaner, -----
----- (the "Vender") effective as of the date of this document, as outlined below.

WHEREAS, the Company, has invested considerable time and money in developing the technology and marketing products and services, and in connection therewith, has developed certain data and information which has commercial value and is not generally and publicly known which the Company wishes to safeguard and keep confidential. The Company has disclosed, or will be required to disclose, certain information, including, without limitation, Trade Secrets and Confidential information (as defined below), to Vendor in order for Vendor to perform, or continue to perform, his/her job duties;

WHEREAS, the Company, has relationships with its clients and business partners, and is using various marketing efforts to continue to develop valuable relationships with these clients and business partners and others, which have been developed through the expenditure of extensive time, effort and resources; and

WHEREAS, the Company, has hired, trained and developed an unusual and extraordinary workforce through the expenditure of extensive time, effort and resources.

NOW, THEREFORE, in consideration of continued business offerings to Vendor by the Company, Vendor agrees, as follows:

1. Confidentiality of Information:

(a) Definitions: "Confidential Information" shall mean all information related to the Company's business (or that of its affiliates) and other activities that are not generally known to the public. Examples of Confidential Information include, but are not limited to: (i) any information related to finances, business plans, operations, services, purchasing, marketing, potential services, products, potential products, technical information, intellectual property, know-how, formulas, specifications, sales, personnel (including information regarding special skills and compensation), suppliers, customers, customer lists, customer preferences, vendors, vendor lists, pricing, pricing strategies, budgets, costs, product costs and any other non-public matter concerning the business of the Company or its affiliates, customers or business partners; (ii) personal information regarding clients, including client identities, finances, projects, or negotiations; (iii) information regarding the identities, contact information, negotiations, prices, contract terms or other non-public information related to vendors, banks, agents and others with whom the Company or its clients conduct business; (iv) technical information, intellectual property, know-how, formulas or specifications; (v) information related to Company finances, business plans, operations, purchasing, marketing, sales, personnel (including information regarding special skills and compensation), budgets, costs, research, client lists, potential clients, and any other nonpublic matter concerning the business of the Company or its affiliates, clients or business partners; (vi) non-public papers, data, records, memoranda, methods, works of authorship, compilations, or documents of the Company; (vii) information disclosed at meetings of the Company or at Company sponsored events; and (viii) any other information, written, oral or electronic, whether existing now or at some time in the future, which pertains to the Company's affairs or interests or with whom or how the Company does business. The Company acknowledges and agrees that Confidential Information shall not include information which is or becomes publicly available, other than as a result of an unauthorized disclosure. "Trade Secrets" shall mean the "trade secrets" of the Company or those of its affiliates as defined by applicable law. Trade Secrets are also Confidential Information protected by this Agreement.

(b) Confidentiality Obligations: Vendor agrees that both during and after Contractor's provision of services the Company, vendor will keep all Confidential Information and Trade Secrets in the strictest confidence and

shall not disclose, use, repeat, publish, remove, duplicate, copy, summarize or reproduce any Confidential Information or Trade Secrets, nor shall Vendor aid, abet or assist in any manner in any such activities, unless expressly requested by the Company to do so or unless Vendor is required to do so under applicable laws. Rather, Vendor shall only use the Company's Trade Secrets and Confidential Information for the purpose of carrying out those services requested of Vendor the Company and not for any other purpose. In the event Vendor is compelled to disclose any Trade Secrets or Confidential Information pursuant to a subpoena or order of a court or other body having jurisdiction over such matter, Vendor agrees to promptly provide the Company with written notice of such subpoena or order so that the Company may timely object, if appropriate.

Vendor further agrees that Vendor will use all reasonable measures to prevent the unauthorized use of Confidential Information or Trade Secrets by others, and will notify the Company of any disclosure in violation of this Confidentiality Agreement.

2. Notification and Return of Company Property:

All Trade Secrets and Confidential Information are

and shall remain the exclusive and confidential property of the Company. Physical items containing Trade Secrets or Confidential Information, and other information or materials belonging to the Company, shall also remain property of the Company at all times. Vendor shall promptly notify the Company if Vendor has reason to believe that the unauthorized use, possession, or disclosure of any Trade Secrets or Confidential Information has occurred or may occur. All materials containing Trade Secrets or Confidential Information shall be returned, along with any copies, compilations or notes made thereof or therefrom, to the Company upon the conclusion of Vendor's engagement as an independent contractor, or earlier upon request.

3. Unfair Competition, Non-Solicitation and Non-Interference:

(a) **Non-Solicitation of Customers:** By signing below, Vendor acknowledges and agrees that the identities of Company's customers, the status and content of contractual and business relations with such customers, pricing offered to customers and other matters negotiated between Company and each of its customers: (i) are not publicly known; (ii) have independent economic value; and (iii) are the subject of reasonable efforts by Company to be maintained as strictly confidential. As such, Vendor promises and agrees that during and after Vendor's engagement with the Company, Vendor will not utilize Trade Secrets to or Confidential Information of the Company or its subsidiaries, parents, divisions or affiliates either directly or indirectly to engage in unfair competition or to solicit any sales, business or contracts for services or products of the type provided by the Company from any such customer or prospective customer of the Company, or otherwise use such Trade Secrets or Confidential Information to interfere with the Company's relationship with any such customer or prospective customer. Vendor also agrees that Vendor will not disparage the Company, its products or services, or any of its officers, directors or consultants.

(b) **Non-Solicitation of Employees:** By signing below, Vendor acknowledges and agrees that Confidential Information protected under this Confidentiality Agreement includes information regarding pay, bonuses, benefits and perquisites offered to or received by employees of Company, as well as nonpublic information regarding the unique and special skills of specific employees, vendors and contractors and how such skills are valuable and integral to the Company's operations. Vendor therefore agrees that during Vendor's engagement with the Company and for a period of one (1) year following Vendor's engagement, Vendor will not either directly or indirectly use any such Confidential Information to solicit any employee vendor or contractor of the Company or any of its subsidiaries, parents, divisions, or affiliated companies to work for, contract with, become a partner with or otherwise be retained as a Vendor or any other person or entity to leave the employ of the Company.

(c) **Non-Solicitation of Suppliers and Service Providers:** Vendor acknowledges and agrees that Vendor has received and shall continue to receive valuable Confidential Information and Trade Secrets with respect to relationships with suppliers and service providers of the Company, and its subsidiaries, parents, divisions or affiliated companies, and that the ability to acquire services from such suppliers and service providers is limited. Accordingly, such relationships constitute valuable assets of the Company. The Vendor therefore agrees that, during Vendor's relationship and for a period of (1) year after the date of termination of his/her Vendor relationship with the Company, for any reason, the Vendor shall not, directly or indirectly, solicit any suppliers or service providers with whom the Vendor had contact with our about whom behalf of himself/herself or any other person or entity or directly or indirectly interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between the Company, or any of its subsidiaries, parents, divisions or affiliated companies, or any of their officers and directors or products or services to such suppliers or service providers.

4. Work Product:

(d) Ownership: Vendor agrees that, throughout the performance of Vendor's services for the Company, all inventions, designs, discoveries and improvements, whether patentable or unpatentable, and all works of authorship, whether copyrightable or uncopyrightable, made, developed, conceived, modified, acquired, devised, discovered or created by Vendor, whether solely or jointly with others, whether by using the Company's or its subsidiaries', divisions', affiliates' or parent's, equipment, supplies, facilities, Trade Secrets, Confidential Information or otherwise, and which relate to or pertain in any way at the time of conception or reduction to practice of the invention or of creation of the work of authorship to the business of the Company, or its subsidiaries, divisions, affiliates or parent or the actual, or demonstrably anticipated research or development of the Company, or its subsidiaries, divisions, affiliates, or parent, or which result from any work performed by Vendor for the Company, or its subsidiaries, divisions,

affiliates or parent (hereinafter "Work Product"), shall be promptly disclosed in writing by Vendor to the Company, and shall be the exclusive property of the Company or its assignee.

(e) Assignment: To the extent an assignment is necessary to perfect the Company's ownership of any Work Product described in this Section 4, Vendor hereby irrevocably assigns to the Company or its assignee, all of Vendor's right, title and interest therein, and agree that neither the Company, nor its subsidiaries, divisions, affiliates or parent, are under further obligation, monetary or otherwise, to Vendor for such assignment. Vendor agrees to execute, acknowledge and deliver to the Company, its successors and assigns, all documentation, including, but not limited to, applications for patents and/or copyrights, as the Company may deem necessary or desirable to obtain and perfect the interests of the Company, its successors and assigns, in any and all countries, in such Work Product and to vest title thereto in the Company.

5. Miscellaneous:

(f) Third Party Information: It is the Company's policy to respect the confidentiality of other entities' trade secrets and confidential information. Accordingly, Vendor agrees that Vendor will not disclose to the Company, or use, or induce the Company to use, any confidential or proprietary information or trade secrets of others, including such information from any prior employer. By Vendor's signature, Vendor represents and warrants that Vendor has returned all trade secret, confidential and proprietary information belonging to all prior employers. Vendor further agrees to indemnify and hold the Company harmless against any and all costs, attorney's fees, losses, liabilities and expenses resulting from claims, demands, suits, actions or judgments arising out of or in any way related to Vendor's representations in this provision.

(g) Remedies: Vendor acknowledges that money damages may be both incalculable and an insufficient remedy for any breach of this Agreement. Accordingly, Vendor agrees that in the event of any breach or threatened breach, in addition to any other remedies which may be available, the Company may seek and obtain injunctive relief without proof of actual damages and without the posting of a bond or other security. Such relief shall be sought in arbitration if there is an agreement between the parties requiring that all disputes be submitted to binding arbitration. Otherwise, such relief may be sought in court. All entities associated with the Company shall be deemed third party beneficiaries of this Agreement, and shall have the right to enforce it. Vendor also agrees that any breach of this agreement may result in immediate termination of Vendor's engagement. In the event of any dispute alleging a breach of this Agreement; the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees according to proof.

(h) Non-Waiver: All waivers hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision of this Agreement by the other party shall be deemed a waiver of any other contemporaneous, preceding, or succeeding breach or anticipated breach, whether or not similar.

(i) Governing Law: This Agreement shall remain binding in the event of the separation of Vendor's employment for any reason, and shall be governed by the laws of the State of California or the state in which Vendor provides services to the Company.

(j) Severability: The Company and Vendor agree that if any term, provision, covenant or condition of this Agreement is held invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

(k) Exceptions: 18 U.S.C. § 1833(b) states: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose

of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b), to restrict communications with government agencies, or to prohibit disclosures that may be required pursuant to law.

Entire Agreement: This Agreement constitutes the entire agreement between Vendor and the Company with respect to the subject matters hereof, and supersedes any prior agreement or understanding(s) as to such matters. This Agreement may only be modified in an express writing signed by both Vendor and the Company.

(m) Counterparts. This Agreement may be executed in counterparts which may be exchanged by electronic means. Each such counterpart shall be deemed to be an original, and all of them taken together shall constitute one and the same document. As part of Vendor’s employment or continued employment with Nationwide Legal, LLC (“the Company”), Vendor has had access to and will continue to have access to the Company’s Trade Secrets and Confidential Information (as defined below) which are valuable to the Company and which the Company wishes to protect from disclosure.

COMPANY

VENDOR:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

GIGO Clean Technology Inc.
MUTUAL AGREEMENT TO ARBITRATE DISPUTES

GIGO clean Technology INC (referred to below as “the Company”), encourages open communication, but we recognize that disputes or disagreements may arise in any business relationship that may not be capable of informal resolution. Accordingly, both the Company and the undersign voluntarily agree that any claim, dispute, or controversy arising out of or relating to the provision of your services to the Company, the separation of these services shall be submitted to final and binding arbitration in accordance with the terms of this Mutual Agreement to Arbitrate Disputes.

Examples of claims, disputes or controversies that must be resolved through the process set forth in this agreement rather than in court include, but are not limited to, claims for alleged embezzlement, conversion, disclosure of trade secrets, or breach of confidentiality agreement; payment for services, wage and benefit claims; contract claims including but not limited to breach of contract; personal injury claims; claims for equitable relief; tort claims such as claims (to the extent applicable) for wrongful termination and defamation; discrimination and harassment claims, including, without limitation, those brought under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the American with Disabilities Act, the California Family Rights Act, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the Family Medical Leave Act; and any other business or employment-related claims of any type unless otherwise specifically excluded below. This agreement applies to all claims that the Company may have against you, as well as all claims that you may have against the Company, including any of the Company’s partners, affiliated companies, successors, assigns, owners, directors, officers, shareholders, employees, managers, members, actual and potential clients, and agents.

You and the Company agree that this agreement to arbitrate and any arbitration under this agreement shall be governed by the Federal Arbitration Act (“FAA”) and California Code of Civil Procedure sections 1280, et seq. (including without limitation section 1283.05 and its mandatory and permissive rights to discovery). The arbitration process shall be administered by JAMS pursuant to its Commercial Rules of Arbitration. To the extent you are deemed an employee; JAMS Employment Arbitration Rules & Procedures in effect at the time the dispute is submitted will govern. The JAMS Rules may be obtained online free of charge at <http://www.jamsadr.com/rules-employment-arbitration/>. The arbitration proceedings will be held before a single, neutral arbitrator in the State and County in which you provide or provided services to the Company. The fees of the arbitrator and all other costs that are unique to the arbitration process shall be paid by the Company to the extent required by law. Otherwise, each party shall be solely responsible for paying his/her/its own costs for the arbitration, including but not limited to attorneys’ fees. However, if either party prevails on a claim which affords the prevailing party attorneys’ fees pursuant to law, statute, or contract, the arbitrator may award reasonable attorneys’ fees to the prevailing party.

The arbitrator shall have the authority to award any individual damages or relief authorized by law. The arbitrator shall apply the laws of the jurisdiction in which the arbitration is conducted. The award of the arbitrator shall be in writing and shall contain the arbitrator’s factual findings, legal conclusions and reasons for the award. The award may be entered as a judgment in any court with jurisdiction over either you or the Company. The arbitrator’s award is final and binding.

Claims must be submitted to JAMS for arbitration in accordance with the JAMS Rules for commencing an arbitration, and within the applicable statute of limitations. Except as may be required by law, no party or arbitrator may disclose the existence, content or result of any arbitration hereunder without the prior written consent of both parties.

The following actions shall not be subject to mandatory arbitration pursuant to this Mutual Agreement to Arbitrate Disputes: (i) claims within the jurisdictional limitation of small claims courts of the state where the claim is submitted for resolution; (ii) claims for workers’ compensation benefits; (iii) claims for unemployment insurance compensation benefits; and (iv) to the extent required by law, administrative claims or charges before applicable federal and state administrative agencies (such as the Equal Employment Opportunity Commission or comparable state agency, and any unfair labor charge which is to be brought under the National Labor Relations Act). You and the Company further agree that claims must be brought in each party’s individual capacity, and not as a plaintiff or class

member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's/entity's claims, and may not otherwise preside over any form of a representative or class proceeding.

Should any provision of this Mutual Agreement to Arbitrate Disputes be deemed unenforceable or invalid, such provision shall be severed and the remainder of this agreement shall be enforceable to the fullest extent of the law.

I have read the foregoing Mutual Agreement to Arbitrate Disputes, understand it and agree to abide by its terms.

COMPANY

VENDOR:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Company _____

Date: _____

Date: _____