



Mutual Arbitration Agreement

Both Cleveland Integrity Services, Inc. (“Company”) and you (“Employee”) agree to the terms and conditions of this Mutual Arbitration Agreement (“Agreement”) as an efficient, impartial and cost-effective dispute resolution procedure.

1. Mutual Agreement

This Agreement covers all claims by the Employee against the Company or by Company against the Employee. All references to “Employee” include his or her estate or other representatives; all references to “Company” include its affiliates or agents.

The Employee and the Company each knowingly and voluntarily waive any and all rights to a trial before a judge or jury in a court of law and instead agree to proceed exclusively in arbitration on claims covered by this Agreement.

2. Claims Covered

The Employee and the Company agree to arbitrate all claims that have arisen or will arise out of Employee’s employment with or termination from the Company regardless of whether those are claims under common law or under statutory law. The only exceptions are (a) claims for which arbitration is unavailable as a matter of law, such as workers’ compensation benefits, unemployment compensation benefits, or charges under the National Labor Relations Act; (b) claims under any ERISA plan that contains its own internal appeal process; and (c) claims for injunctive relief pending the outcome of arbitration by either the Employee or the Company.

The Employee and the Company also agree that there shall be no class actions, collective actions, or multiple-employee claims of any kind. Rather, each arbitration will be limited to a single employee; the arbitrator may not consolidate more than one person's claims for any purpose.

3. Governing Law

The Employee and the Company agree that the Federal Arbitration Act (“FAA”) applies and that arbitrations shall be decided in accordance with the substantive state or federal law applicable to each claim. The arbitrator will have the authority to award relief on the same basis as in court: *i.e.*, damages permitted by the applicable statutory or common law that is the subject of the claim. The Federal Rules of Evidence will apply.

The arbitrator shall have no power to vary or ignore the terms of this Agreement. Further, this Agreement does not, and shall not be construed to create, any contract of employment; thus, the arbitrator shall have no authority to alter or circumvent the Employee’s at-will status.

4. Arbitration Procedures

Arbitration shall be conducted in accordance with the American Arbitration Association Employment Arbitration Rules (“AAA Rules”). The parties shall use one arbitrator for each case, who will be selected under the AAA Rules.

If the Company files an arbitration claim, it shall pay all arbitration fees. If the Employee files an arbitration claim, the Employee shall pay the AAA a filing fee of \$200 when the claim is

filed; the Company shall pay for the remainder of any AAA filing fees and all other arbitration costs. Claims may be submitted electronically through AAA's website (www.adr.org) and shall use its claim form.

Each party may be represented by an attorney at any arbitration covered by this Agreement. Each party will pay its own attorneys' fees, although the arbitrator may permit the prevailing party to recover attorneys' fees and costs to the extent permitted by applicable law.

The arbitrator will have the authority to consider and grant motions resolving all or part of any claim, using the standards under the Federal Rules of Civil Procedure; this includes motions to dismiss and/or motions for summary judgment. The arbitrator will also have the authority to allow discovery in accordance with the AAA Rules.

The arbitrator will require the parties to identify their witnesses and exhibits in advance of any evidentiary hearing; will permit cross-examination of each witness presented; and will allow for post-hearing briefs if requested by either the Employee or the Company. The arbitrator will render an award in writing, setting forth the reasons supporting his/her decision. That decision will be final and binding, except for any appeal permitted by the FAA.

5. Agreement Terms

This Agreement will survive the employer-employee relationship between the Company and the Employee and will apply to any covered claim regardless of whether it arises or is asserted during or after employment.

Any amendment to this Agreement must be in writing and signed by the Employee and the Company. All amendments will be prospective only; no amendment will apply to a dispute which is initiated prior to the date of the amendment.

The Employee fully understands and intends to be bound by the Agreement. Further, if any provision or the application of any provision in a particular context is unenforceable, the Employee and the Company agree that the rest of this Agreement will remain enforceable.

Employee

Cleveland Integrity Services, Inc.

Date

Date