



## EMPLOYMENT AGREEMENT

Congratulations on your decision to partner with Selectemp Employment Services! Standard office hours are 8 a.m. to 5:00 p.m. Monday through Friday. If you need to reach us, please contact your specific branch on their direct line or visit our website at [www.selectemp.jobs](http://www.selectemp.jobs).

The FIRST day of your FIRST assignment that you complete will be considered your formal date of hire. Selectemp is an "at-will employer." This means that either you or Selectemp may terminate the employment relationship at any time for any reason with the understanding that neither Selectemp nor you have any obligation to base that decision on anything but the intent not to continue the employment relationship.

**EMPLOYMENT AND BENEFITS:** Selectemp is your sole employer and you agree that you are not co-employed by our customers whose site you will be working at. You acknowledge and agree that you are not entitled to and will not seek any of our customer's employee benefits programs.

**HEALTH COVERAGE NOTICE:** Selectemp has chosen to operate in compliance with the Affordable Care Act (ACA) and therefore offers all new employees MEC coverage that meets the requirements of the ACA. All new employees will be able to enroll in our new basic preventative care medical program (MEC Plan) with critical illness and accident insurance. We also have an offering for dental and vision insurance. Each employee will have 30 days from their start date to enroll in this coverage. The MEC plan is paid for by direct payment from the employee monthly. Once enrolled, you will receive your instructions for going online to set up your credit, debit, or pay card draft. Please note, to setup your direct payment, the card you utilize must be MasterCard, Visa, or Discover. Your MEC plan will become effective the first of the month following your direct payment.

We also offer an Indemnity Plan which can include dental, vision, short-term disability, term life insurance and medical prescription coverage. If you enroll in the Indemnity Plan, you will have a payroll deduction weekly.

For more information, please visit the benefits enrollment website at <http://essentialstaffcare.com/alliance-solutions/> or call 866-798-0803 Monday – Friday, between 8:00 a.m. and 8:30 p.m. EST.

Current information is always available on the Selectemp website at <http://www.selec-temp.com/employees/healthcare-enrollment>.

**I have read and fully understand the Selectemp Health Coverage Notice:**

**TIMESHEET:** If the assignment you are placed on requires a Selectemp time card, you must submit a complete and signed time card into the Selectemp Office no later than 9:00 a.m. the Monday following the week you worked. The time card must be signed by your supervisor at the job site unless you are instructed to use the company group time card. Some assignments with certain customers will require you to report your time electronically. Timelines for electronic submissions are exactly the same as a paper time card. Falsification of any submitted time will be grounds for immediate dismissal and subject to prosecution.

**FORM OF PAY:** Selectemp currently offers the use of direct deposit to receive your pay at no cost. If you do not choose this form of payment you will be issued a debit Pay Card. A full list of fees associated with the Pay Card is listed on the Pay Options Form. Prior to your Pay Card activation you may receive a check. If that check is lost in the mail or lost by any other means you will be responsible for a \$20.00 fee to stop payment on the original check and re-issuance of a replacement check. You may be converted to either direct deposit or a Pay Card at any time during your employment. It is your responsibility to ensure Selectemp always has your correct bank information for paying you and a current address on file for you.

**GARNISHMENT FEES:** Selectemp is mandated by law to process and perform all garnishments legally presented to us. In accordance with Oregon law, there will be a \$1.00 per week fee per garnishment, deducted from the employee's weekly pay not exceeding \$5.00 per month per garnishment.



**PAYSTUB/PAY HISTORY:** Employee elects to receive their paystub and pay history electronically via our website. You will be required to provide us with a valid e-mail address to register to have access to your pay stub and pay history. If you do not have electronic access, you will always be able to obtain this information from Selectemp via the use of our computers or requesting it in writing at any time. I agree to this form of receiving my paystub and pay history.

**DRUG TESTING & BACKGROUND CHECKS:** As a condition of employment with Selectemp, you may be required to undergo substance screening to obtain and/or maintain an assignment. Selectemp or its customers may also require background checks in order to obtain and/or maintain an assignment. You authorize Selectemp or our customers to perform drug screening and background checks at any time during your employment with us and the results of these tests and investigations can be shared with our customer and they can be used to terminate your employment. If the test results of a drug test are positive, you will not be considered further by Selectemp for employment.

**COMMUNICATION:** Selectemp and its employees utilize text messaging and email at times as a form of notification. By signing off on these forms, you give Selectemp your permission to do so and understand that text messaging fees and rates may apply as determined by your cellular provider. Selectemp and its employees are in no way responsible for any fees charged to you by your cellular provider. If at any time you wish to discontinue receiving text messages from Selectemp, you must notify your recruiter and complete the required form to withdrawal from the text program. Employee authorizes the receiving of any email from Selectemp.

**PERSONNEL FILES:** During your employment, Selectemp may be asked to provide some or all of your personnel records to its customers for review. You hereby authorize Selectemp to provide any requested personnel records to its customers and release Selectemp, its customers, and any person(s) affiliated therewith from liability therefore.

**PROCEDURE FOR CALLING IN AVAILABLE:** For employees who are not currently on assignment, Monday is our designated day to call in available. Selectemp only requires you to check in once per week; however, should you choose to call in more frequently, we certainly will not discourage you. Any employee who has had their job assignment ended is required to call within 24 hours to advise of your availability to work and then check in at least once per week to update your available status. If you do not call in as required you will be considered as having voluntarily terminated your employment with Selectemp. This could impact your future employment with us and your ability to claim unemployment benefits. When you call in weekly, identify yourself and Selectemp will locate your information in our database & update your availability status for that week.

**PROPRIETARY RELATIONSHIP WITH SELECTEMP:** By signing off on our terms, you are then agreeing to be represented by Selectemp for employment to its clients. This employment may be temporary, temporary to hire or direct hire in nature. Selectemp has entered into proprietary business relationships with you as an employee, and therefore you are prohibited from contacting clients that you are introduced to through Selectemp to obtain employment outside of our agreement. You may be subject to legal action for interfering with Selectemp's relationship and contract with its client if you accept any offer of employment (either as an employee or independent contractor) with any client who Selectemp presented or introduced you to, regardless of whether you were presented, interviewed or worked for the client. Further, you may be subject to legal action for interfering with Selectemp's contract with client if you accept any offer of employment (either as employee or independent contractor) with any client that you learn of through Selectemp during the term of this agreement and for 180 days after you learn of this client or are introduced. Also, if your contract with our client ends for any reason, you are not permitted to contact the client in any way.

**ARBITRATION AGREEMENT:** I agree that in exchange for being considered for employment and/or receiving an offer of employment from Selectemp, I will resolve any claims, disputes, or controversies about my application or candidacy for employment exclusively through final and binding arbitration in accordance with Selectemp Arbitration Program & Agreement (the "Arbitration Agreement"). I understand that I am required to go to my Selectemp Employee Portal (<https://app.employstream.com/portal/#!/st/>) to receive a copy of the Arbitration Agreement; as such, a copy of the Arbitration Agreement was provided to me in electronic form. A copy of this Arbitration Agreement is also attached to this employment agreement

In any arbitration, the then prevailing employment dispute resolution rules of National Arbitration and Mediation, Inc. will apply. A copy of such rules may be obtained by going here: ([http://www.namadr.com/documents/Emp-Rules\\_and\\_Proced.pdf](http://www.namadr.com/documents/Emp-Rules_and_Proced.pdf)). I understand that in accordance with the Arbitration Agreement, Selectemp will pay the



arbitrator's fees and will reimburse me the filing fee to initiate arbitration. Any decision of the arbitrator shall be final and binding as to both me and Selectemp, and enforceable by any court of competent jurisdiction. Nothing contained herein shall prohibit me from filing any claim or charges with any appropriate government agency. I understand that I am knowingly and voluntarily waiving my right to a jury trial and do so free from duress or coercion. I understand that I have the right to consult with a person of my choosing, including an attorney, before completing, submitting, and/or signing this document.

**I acknowledge that I have received and read or have had the opportunity to read the arbitration agreement. I understand that the arbitration agreement requires that disputes that involve the matters subject to the agreement be submitted to mediation or arbitration pursuant to the arbitration agreement rather than to a judge and jury in court. I acknowledge and understand that this arbitration agreement can also always be obtained from my Selectemp Employee Portal: (<https://app.employstream.com/portal/#!/st/>).**

**I acknowledge that I have read, understand and agree to the Arbitration Program and Agreement.**

**LABOR LAW NOTICE:** As part of our compliance with informing you of the labor laws of the state or municipality that you work in, we are providing you with the following link so that you will always have access to the update laws. [www.elaborposters.com/browse/asg](http://www.elaborposters.com/browse/asg). Additionally, labor law posters can be found in your local office.

**ATTENDANCE: Read this section carefully.** Selectemp is committed to maintaining successful relationships with its customers. In order to accomplish this mission, Selectemp must provide its customers only with employees who are hard-working, trustworthy, professional and reliable. Your unexcused failure to attend your job assignments harm Selectemp's ability to do business and jeopardizes the relationship between Selectemp and the customer to which you have been assigned.

Accordingly, the following attendance rules must specifically be agreed to before you begin your employment with Selectemp. These attendance rules are an important part of your employment. If you have any questions regarding these rules, you must address them to the interviewer before signing this agreement. Once you sign this agreement, you will be required to follow these attendance rules:

- 1) If you must be absent from your job assignment for any reason, you must contact the Selectemp office from which you were assigned, as well as your on-site supervisor, with as much notice as possible before your scheduled start time. In the case of an emergency in which you are unable to contact the appropriate Selectemp office, a family member may do so on your behalf. Regardless, when you must be absent, contact must ALWAYS be made directly with the Selectemp office, and if possible, the work location to which to you are assigned.
- 2) If your absence is covered under the Oregon Sick Leave law, you MUST state that when calling in. Selectemp's clear expectations surrounding the Oregon Sick Leave law are listed below:
  - a) **Eligible Employees:** To be eligible for a leave under this policy, Employees must primarily work in Oregon and have been employed by Selectemp for at least 90 days before the Employee uses OSL. For the purpose of complying with the 90 days of hire mandate, an Employee's date of hire will be considered his/her FIRST day on his/her FIRST assignment.
  - b) **OSL Accrual:** Eligible Employees will accrue OSL at the rate of one (1) hour for every 30 hours of work. OSL accrual will begin on January 1, 2016, or on Employee's commencement of employment, whichever occurs later. Employees may accrue a maximum of 40 hours in a calendar year, and up to 80 hours in total. Selectemp will provide eligible Employees with weekly accumulations on each paycheck, reflecting accrued and unused OSL available for use by the Employee.
  - c) **Reasons For Leave:** OSL may be taken based on:
    - i) the diagnosis, care, or treatment of the Employee's, or the Employee's Family Member's, mental or physical illness, injury or health condition including, but not limited to, pregnancy, childbirth, post-partum care and preventive medical care;
    - ii) to care for the Employee's newborn, newly adopted or newly placed foster child;
    - iii) to deal with the death of Family Member by attending the funeral of a Family Member, making arrangements necessitated by the death of the Family Member, and grieving the death of a Family Member;
    - iv) to seek legal, medical, mental health, victim services, or law enforcement assistance or remedies related to domestic violence, harassment, sexual assault or stalking;

# SELECTEMP

EMPLOYMENT SERVICES

- v) the closure of the Company's place of business, or the school or place of care of the Employee's child, by order of a public official due to a public health emergency;
  - vi) to care for a Family Member when it has been determined by a lawful public health authority or by a Health Care Provider that the Family Member's presence in the community would jeopardize the health of others; or
  - vii) any absence caused by any law or regulation that requires the Company to exclude the Employee from the workplace for health reasons.
  - viii) As used in this policy, "Family Member" means the Employee's spouse, parent, parent-in-law, grandparent, grandchild, biological, adopted or foster child and same sex domestic partner (including a same-sex domestic partner's parent or child).
- 3) **Length of Leave:** Qualifying Employees are entitled to use a maximum of 40 hours of OSL per year. Intermittent OSL leave is permitted for qualifying reasons and may be taken in minimum increments of one hour.
  - 4) **Leave Usage:** OSL will be considered an excused leave of absence and will not count for purposes of considering Employee's attendance under the Company's absence control policies.
  - 5) **Notice of OSL Leave:** All Employees requesting OSL leave must notify their Selectemp representative when the need to use OSL is foreseeable, the Employee shall provide notice as soon as practicable, and shall make a reasonable effort to schedule OSL in a manner that does not unduly disrupt the Customer's operations. If an Employee's need for OSL is not foreseeable, Employee shall notify their Selectemp representative, via the MAIN office line (Texting or Emailing will not be allowed as the main line allows for everyone to have needed information for tracking and notification to customers) of the need to use OSL, a minimum of 30 minutes before the start of the Employee's scheduled work shift or as soon thereafter as practicable in the event of an unforeseen emergency. Failure to provide reasonable notice may result in denial of leave and/or may result in the loss of job protection.
  - 6) **Paid Leave:** OSL is paid at the Employee's rate of pay the Employee would have earned during the time which OSL is used, not considering overtime rates. Salaried Employees are paid one-fifth of their regular weekly salary for each full day of OSL. OSL for commissioned Employees is paid at the Employee's regular rate of pay, or the applicable minimum wage, whichever is higher. OSL runs concurrently with any applicable unpaid leaves of absence arising under OFLA, FMLA, or other applicable state or federal law. Sick time will NOT accrue when using OSL.
  - 7) **Other Restrictions and Conditions:** The Company will not condition the use of OSL on Employees searching for or finding a replacement worker. Employees on OSL will not be required to work an alternate shift to make up for the use of OSL.
  - 8) **Carry-Over and No Cash Out:** Employees may carry over up to 40 hours of accrued OSL from year to year. Unused OSL will not be paid at termination of employment, however Employees re-hired within six months of termination will be entitled to use previously accrued OSL immediately upon re-employment.

**I have read and fully understand the above Attendance requirements:**

**SEXUAL NON-HARASSMENT POLICY:** Selectemp does not and will not tolerate sexual harassment. Conduct which constitutes sexual harassment has absolutely no place at Selectemp. At Selectemp, we are dedicated to providing each employee with a work atmosphere and environment free from sexual harassment. No employee or third party, no matter his or her title or position has the authority, express, actual, apparent, or implied to commit sexual harassment. Sexual harassment may be presented verbally, physically or visually; none of these presentations will be tolerated.

Every employee is absolutely prohibited from either using his/her job position or authority to solicit or impliedly solicit sexual favors from anyone from making the terms/conditions of any other Employee's job status dependent on the granting of sexual favors. Sexual harassment is any attempt to control, influence, or affect a co-Employee, his/her career, wages or job by either conditioning employment on sexual favors or creating a sexually charged working environment.

You are not required to directly confront the person who is the source of your report, question, or complaint before notifying your branch representative. Selectemp will not retaliate against any Employee who makes a complaint of sexual harassment or who aides in a sexual harassment investigation. Any and all reports of any sexual harassment will be investigated. Once all findings have been reviewed, a plan of action for immediate resolution will be implemented. For further information regarding this policy, please contact the Branch Manager in your market.

**I have read and fully understand the Selectemp Sexual Harassment Policy:**



**COMPANY DISCIPLINARY POLICY:** A violation of Company and/or Customer-site rules will result in disciplinary action. The violation of some rules is considered more serious than the violation of others and discipline may include verbal warnings and/or written warnings maintained in your employee file or immediate termination.

Selectemp reserves the right to terminate any Employee for any violations of company rules at any time. Examples of the types of occurrences in which an employee may be disciplined for are below. These are examples only and there may be more situations which an employee can and will be disciplined for.

1. Violation of the attendance policy as described in this employment agreement or our customers specific attendance policy.
2. Entering any job-site when there is a reasonable doubt of your ability to work safely.
3. Interference with the work of other Employees or creating a disturbance in the work area.
4. Careless waste of materials or abuse of tools or equipment.
5. Violation of the company safety policy as described in this employment agreement and neglecting or ignoring safety training by Selectemp or our customer.
6. Damage to Company property or records or to the property of others that is deliberate or the result of gross carelessness.
7. Unauthorized removal or attempted removal of any Company property or records or the property of others in the building.
8. Bringing weapons or explosives onto company property, not including Company owned parking lots. Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include firearms, knives, explosive materials or any other objects that could be used to harass, intimidate or injure another individual, employee, manager or supervisor.
9. Threats of physical violence, fighting or provocation that leads to fighting in the building, office on Company property or on property normally or temporarily used by the Company or its employees.
10. The unlawful possession, manufacturing, use or distribution of controlled substances, illicit drugs or alcohol on company occupied property.
11. The use or consumption of alcohol or illegal/illicit drugs on company property.
12. Falsification of an application for employment or other employment record, including medical statements, a time card, making an entry on a time card, or other record without authorization or punching in or out on another employee's card.
13. Falsifying information on any expense account sheet or other company document.
14. Embezzlement or stealing of company funds, or customer funds, including but not limited to, stealing money from an employee, the company, or a company account.
15. Sleeping during work hours and on the job.

**I have read and understand Selectemp Company Disciplinary Policies:**

**SAFETY POLICY:** Selectemp strives to provide its employees with a safe and healthy workplace environment. To accomplish this goal, both management and employees must make efforts to promote safety. Employees shall devote their skill and attention to the performance of their job responsibilities while using the highest standard of care and good judgment. Safety rules and regulations will be issued or modified from time to time and shall be effective immediately.

To meet our commitment, Selectemp will:

1. Make certain that all employees understand that working safely is a condition of employment and that they are each responsible for their own safety and, to the best of their ability, the safety of those around them.
2. Inform the employees of the work environment that they will be working at.
3. Provide employees with tools necessary to protect their own health and safety and that of others by following safety rules.
4. Work with our clients and customers to develop regulations and standards that improve the safety and health of all employees.
5. Provide relevant safety and health information to our employees and require all clients and customers to provide proper first day orientations and training for the safe performance of their work.



6. We are committed to return injured workers to productive work as soon as possible. All employees must demonstrate a commitment to health and safety.

**GENERAL SAFETY RULES AND REGULATIONS:** Selectemp has developed these rules in accordance with the Federal OSHA requirements. Read and become familiar with these rules and other safety rules that apply to your assignment:

1. Follow all safety rules and guidelines of our client.
2. Report any observed unsafe condition to both our client supervisor and to Selectemp.
3. Horseplay is prohibited at all times.
4. The use of illegal drugs or alcohol is not permitted on the job.
5. Do not carry anything that is bigger or heavier than you can manage. Ask for help if needed. Utilize team lifting in order to lift safely.
6. Appropriate clothing and footwear is to be worn at all times.
7. Do not perform any task unless you are trained to do so and are aware of all risks associated with that task.
8. If assigned any personal protective safety equipment (PPE), this equipment **MUST BE WORN** and maintained in good condition.
9. When in doubt about performing a task safely, contact your supervisor for instruction and training.
10. Never remove or bypass safety devices.
11. Do not approach operating machinery if the operator cannot see you.
12. Become aware of the locations of fire extinguishers and first aid kits.
13. Maintain a clean work area at all times.
14. Be alert to hazards that could affect you and your co-workers.
15. Always perform your assigned task in a safe and proper manner; do not take shortcuts. **\*\*\*Taking shortcuts and ignoring safety rules is a leading cause of injury!\*\*\***

**REPORTING INCIDENTS:** It is the employee's responsibility to report each and every incident, no matter how small, as soon as possible to your client supervisor AND to Selectemp.

**MEDICAL TREATMENT:** Be assured that in the event of a legitimate injury requiring medical care, Selectemp will ensure that you receive prompt and immediate medical attention as soon as the accident/injury is reported. We care about your well-being and your full recovery from any accidents or injuries. If medical care is needed, please contact Selectemp prior to seeking medical attention, unless it is an emergency requiring immediate attention.

**POST-ACCIDENT TESTING:** If at any time you are involved in an accident or suffer a work-related injury, Selectemp will require you to submit to post-accident drug and alcohol testing. This testing is to be completed immediately following the event. Most post-accident drug testing will be done in the Selectemp office while all paperwork associated with the filing of a workers' compensation claim is completed.

**EMERGENCY FIRST AID:** For minor injuries not requiring medical attention, first aid kits are available. Contact your immediate supervisor for a first aid kit. Should a serious injury, that is considered a medical emergency, occur that requires immediate medical attention, contact 911.

**I have read and fully understand the Selectemp Safety Policy and agree that I will not perform any work if I do not believe I have received the proper safety training for this assignment and at this assignment worksite:**

**SELECTEMP RETURN TO WORK POLICY:** Selectemp recognizes that there is no factor more important to the success of our company than our employees. Keeping our employees safe and their work environment safe is extremely important to us and something we address with all of our customers. The purpose of our program is to promote and support the return of any injured employee.

Since all of our employees work at different locations we recognize that from time to time an injury may occur. We recognize that early involvement seeking proper medical treatment is essential to restoring an injured employee to their full activity. If an employee is injured we require them to:

1. Report any injury, regardless of the level, to their immediate supervisor and their Selectemp representative.



2. Depending on the severity and the employee's determination on whether or not medical attention is required, your Selectemp representative will assist you coordinating your medical attention.

After medical treatment has been received, the employee must:

1. Report, as soon as possible, to the Selectemp office with all medical paperwork.
2. Follow all of their physician's orders including going to required doctor appointments, taking medication and going to recommended therapy.
3. Provide Selectemp with updated medical information following every follow-up visit to their treating physician.
4. While off work it is the employee's responsibility to supply Selectemp with a current telephone number that they can be reached at.
5. The employee must notify Selectemp within 24 hours of all changes in medical/physical conditions.

The employee is the person with the injury and, ultimately, he or she is responsible for his or her recovery and return to work. He or she must actively participate in the recovery process and the return to work process. The employee agrees to allow Selectemp to assign them transitional or modified duty work at various facilities as part of the process of getting the employee back to full time work capacity. Selectemp will obtain approval from the medical experts treating the employee's recovery that the transitional or modified duty work can be performed and is within the employees' restrictions and physical capabilities. The employee agrees to accept this transitional or modified duty work and when performing it not to exceed the restrictions placed on them by their medical experts that are guiding their medical care and recovery from their injury.

**I have read and fully understand the Selectemp Return to Work Policy:**

**DRUG AND ALCOHOL-FREE WORKPLACE POLICY:** Selectemp is committed to achieving a safe work environment free from drug abuse and the influence of alcohol through education, intervention and, if appropriate, disciplinary measures. Selectemp prohibits the use, possession, or sale of illicit drugs in the workplace or when conducting Selectemp or customer business. In this regard, all employees are expected to be in suitable mental and physical condition to be at work, as required, performing their jobs satisfactorily and safely in accordance with Selectemp and customer policy and operating procedures. This is a necessary requirement in order to assure the safety of its operations, employees and communities in which it operates and to protect the customer's assets. Failure to meet these basic requirements will result in disciplinary action up to and including termination of employment. This policy applies to all Selectemp employees while performing a work assignment at a customer site.

Employees will not be permitted to work while under the influence of alcohol or with detectable levels of prohibited drugs in their systems. Prohibited drugs are defined as illegal substances and prescription controlled substances which have not been specifically prescribed by a registered physician for specific treatment purposes of the employee.

**PROHIBITIONS:** Employees are prohibited and will be subject to discipline up to and including termination for:

1. The use, sale, attempted sale, possession, manufacture, or distribution of illegal drugs or drug paraphernalia on Selectemp or customer premises or while on customer business, in customer-supplied vehicles or equipment, or during customer business hours;
2. The unauthorized use, sale, attempted sale, possession, manufacture, or distribution of any controlled substance on Selectemp or customer premises or while on customer business, in customer-supplied vehicles or equipment, or during customer business hours;
3. The unauthorized use, sale, attempted sale, possession, manufacture, or distribution of alcohol on Selectemp or customer premises or while on customer business, in customer-supplied vehicles or equipment, or during customer business hours;
4. Storing in a locker, desk, or other repository on Selectemp customer premises any illegal drug, drug paraphernalia, any controlled substance for which use has not been prescribed or otherwise authorized, or any open container of alcohol;
5. Testing positive for the use of an illegal drug or an unauthorized controlled substance, or being under the influence of an illegal drug, an unauthorized controlled substance, or alcohol while on Selectemp or customer premises or while on customer business, in customer-supplied vehicles or equipment, or during customer business hours;



6. The use of illegal drugs, alcohol, or controlled substances for which use has not been prescribed or otherwise authorized, off Selectemp or customer premises that may adversely affect the employee's work performance or the employee's or others' safety at work;
7. Switching or adulterating any sample submitted for testing or attempting to manipulate the drug or alcohol testing process in any other manner;
8. Refusing to consent to testing or to submit an appropriate sample for testing when requested to submit to testing by management; and
9. Being convicted of a felony for off-the-job drug activity.

**TESTING BASED ON REASONABLE SUSPICION:** Individuals who appear to be unfit for work will not be permitted to work and may be subject to a fitness-for-duty examination at a designated medical facility. An employee may be required to be tested for drug and alcohol abuse whenever Selectemp or their customer has reasonable suspicion to believe that an employee's work performance or on-the-job behavior may have been affected in any way by the use of drugs or alcohol. Reasonable suspicion is drawn from specific and articulate facts and reasonable inferences drawn from those facts in light of experience, leading to a belief that an employee is using or has used drugs or alcohol in violation of this policy. Such facts and inferences may be drawn from, but are not limited to, the following:

1. Observable behavior while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of drugs or alcohol, abnormal conduct or erratic behavior while at work, or a significant deterioration at work; or
2. Reports by any co-workers that there is a belief that an employee is working under the influence of controlled substances; or
3. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working, while on Selectemp customer premises, or while operating customer machines or equipment.

Either a member of management or a Selectemp representative will accompany the employee to the test site, or Selectemp will provide the employee with an alternative means of transportation to the test site. An employee who tests positive for drugs or alcohol as a result of a reasonable suspicion test will be subject to discipline, up to and including immediate discharge. If the employee tests negative, the employee will be permitted to return to work.

**POST-ACCIDENT TESTING:** Whenever an employee is involved in an accident on Selectemp property or our customers property, during the conduct of Selectemp business, or during working hours, and (1) the accident results in physical injury to the employee or other employees, or (2) the accident results in lost work time or damage to Selectemp or customer property (in accordance with the customer's policies), or (3) where alcohol or drug use may have been a factor, Selectemp will require the employee to submit to drug and alcohol testing. An employee who tests positive for drugs or alcohol as a result of a post-accident test will be subject to discipline, up to and including immediate discharge.

**PRE-EMPLOYMENT TESTING:** Consistent with this Policy, drug and alcohol testing may be administered to all final candidates for hire regardless of the position being filled, and each offer of employment shall be conditioned upon the passing of a test for drugs and alcohol. Selectemp will not hire any applicant who fails to pass the pre-employment drug or alcohol test.

**TESTING PRACTICES:** Selectemp is licensed as a certified collection laboratory for testing. The test to be performed on the specimen shall be the most reliable method of testing available at that time and shall be verified prior to the taking of any disciplinary action. Should the specimen render an Other-than-negative result, that same specimen will be sent to a qualified certification laboratory for independent verification. The employee will be present through the chain of command processing of the specimen.

**REHABILITATION:** Employees who suffer from alcohol or drug problems are encouraged to seek assistance from an appropriate professional before the problem leads to disciplinary action. An employee's decision to seek appropriate professional assistance will not be used against the employee in any disciplinary action. Any professional assistance, however, will not exempt an employee from this Policy, disciplinary action or Selectemp or customer policy requirements.

**CONFIDENTIALITY:** The confidentiality of any information received by Selectemp through testing for drug and alcohol use will be maintained, except as otherwise provided by law.



**SEARCHES:** Selectemp shall not authorize (except when requested by a law enforcement agency) indiscriminate searches of lockers, desks or personal effects on customer property, but the customer reserves the right to conduct such searches based on reasonable suspicion.

**DRUGS FOUND ON COMPANY PROPERTY:** Illegal drugs or controlled substances found on Selectemp customer property must be turned over and cooperation given to the appropriate law enforcement agency.

**EMPLOYEES' RIGHTS WHEN THERE'S A POSITIVE TEST RESULT:** Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If the MRO makes contact, he or she will inform the employee of the positive finding. The MRO will give the employee an opportunity to rebut or explain the findings. The MRO can request information on recent medical history. He or she can also ask for medications taken within the last 30 days by the employee. If the MRO finds support in the employee's explanation, he or she may ask the employee to provide documentary evidence to support his or her position. Evidence can include treating physicians and pharmacies, which filled prescriptions, etc. Failure on the part of the employee to provide documentary evidence will result in the MRO issuing a positive report with no attendant medical explanation. If the employee fails to contact the MRO as instructed, the MRO will issue a report of a positive test result.

**POSITIVE TEST RESULTS:** Selectemp will immediately take employees found to have a confirmed positive drug or alcohol test off safety-sensitive duties. The Company will subject these employees to discipline up to and including termination.

**TERMINATION NOTICES:** In those cases, where substance testing results in termination of employment, termination notices will list misconduct as the reason and we will deem termination for cause.

**I have read and fully understand the Selectemp Drug Free Workplace Policy:**

**FAIR EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY:** Selectemp is fully committed to the principles of equal opportunity and affirmative action in all of its personnel practices and policies. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Selectemp will be based on merit, qualifications, and abilities. Selectemp does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, reproductive status, sexual orientation, marital status or any other characteristic protected by law. Selectemp will also make reasonable accommodations for qualified individuals with disabilities in accordance with applicable law.

Selectemp strives to create an environment that attracts and retains the most qualified people of all racial, ethnic, and other diverse backgrounds and to provide them with challenging opportunities to help them achieve their highest potential.

Any employee with questions or concerns about any type of discrimination in the workplace should bring the issue to the attention of Selectemp representative, a supervisor or other member of management. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination may be subject to disciplinary action, up to and including termination of employment.

**I have read and fully understand the Selectemp Affirmative Action & EEOC Policy:**

**ELECTRONIC FORM W-2 DISCLOSURE NOTICE:** Selectemp is required by the IRS to provide each employee with a Form W-2 ("W-2") that states the employee's compensation and tax withholding amounts for the calendar year on or before January 31st of the following year. In the past, Selectemp provided paper copies of the W-2. Selectemp is now pleased to offer an electronic version of the W-2 for viewing and printing from our Selectemp Web Portal in lieu of a paper mailing.

The benefits of receiving an electronic W-2 statement are:

- Earlier access to the W-2
- Easier access to the W-2 (available anytime, day or night, on Selectemp's website once processed by Payroll)
- Elimination of the possibility that the W-2 may be lost, stolen, delayed or misplaced
- Continuity—the electronic version displays in the same format as the printed copy AND you can print multiple copies at your convenience
- Environmental friendliness & cost reduction (printing, postage, etc.)



**YOUR CONSENT IS REQUIRED:** Selectemp must receive your consent before it can deliver your W-2 electronically. You may indicate your consent by signing to accept the terms and conditions at the end of this employee agreement. **If you click to accept the terms and conditions at the end of this employee application, but do NOT consent to receive your W-2 electronically, YOU MUST NOTIFY YOUR SELECTEMP REPRESENTATIVE, VIA EMAIL, TO CONVEY YOU DO NOT CONSENT TO AN ELECTRONIC W-2. Your notification must include your full name, address, social security number and e-mail address.**

If you do not consent to electronic-only delivery of your W-2 and send an email notifying your Selectemp representative as outlined in the preceding paragraph, Selectemp will send you a paper W-2 via U.S. mail no later than January 31. Conversely, **if you do consent to electronic-only delivery of your W-2 by clicking to accept the terms and conditions at the end of this employee application, Selectemp will NOT mail you a paper W-2.**

**HOW LONG IS MY CONSENT VALID?** Your consent for electronic delivery will remain valid from year to year unless and until you withdraw consent by sending **written notification** to Selectemp Employment Services, ATTN: Payroll, PO Box 71250, Springfield OR 97475 on or before **January 10** for the prior tax year. Your written notice must be titled **"Notice of Withdrawal of Consent to Receive W-2 Electronically"** and must include your full name, current address, social security number and current e-mail address. Withdrawal of consent will be effective on the date it is received by Selectemp, which shall be confirmed by Selectemp in writing or by email. *Note: If consent is withdrawn, the withdrawal will only be effective for W-2s not yet issued.*

Should your employment with Selectemp end, you will still be able to get your W-2's via Selectemp's web portal with your username and password.

**CAN I STILL REQUEST A PAPER COPY OF MY W-2 IF I CONSENT?** Yes. If, after giving consent, you desire a paper copy of your W-2, you may send a written request to Selectemp Employment Services, ATTN: Payroll, PO Box 71250, Springfield OR 97475. Your written request must be titled **"Request for Paper Copy of W-2 for Tax Year \_\_\_\_"** and must include your full name, current address, social security number and current e-mail address. Requesting a paper copy in accordance with this paragraph does **NOT** automatically withdraw your consent for electronic-only delivery. Rather, withdrawal of consent must be sent in accordance with the preceding section.

**UPDATED CONTACT INFORMATION REQUIRED:** Should your contact information change, you are responsible for promptly entering these changes (such as a change in mailing address) within Selectemp's Employee Portal. Selectemp will likewise notify all employees should there be any changes in the company contact information provided above.

If you have any questions regarding your W-2's please contact us your local branch representative.

**ACKNOWLEDGEMENT OF CONSENT:** I understand that by choosing to accept the terms and conditions at the end of my application for employment, I am affirmatively indicating my CONSENT to receive my W-2's electronically through the Selectemp Employee Portal. I further understand that my consent means I will not receive a paper copy of my Form W-2.

**I have read and fully understand the Selectemp Electronic Form W-2 Disclosure Notice:**

---

**SUMMARY OF POLICIES:** I certify that all answers given are true, accurate and complete. I understand that the falsification, omission, or misrepresentation of fact on this application, or any other accompanying or required documents, will be cause for denial of employment or immediate dismissal of employment, regardless of how or when discovered. I authorize the investigation of all statements and information contained in this application. I release from liability anyone supplying such information and I release the employer from all liability that might result from making an investigation. I understand that, as a condition of consideration of employment with Selectemp, its customer, or continued employment, that Selectemp may obtain a consumer report that includes, but is not limited to employment and education verifications, social security verification, criminal and civil history, DMV records, credit report and any other public records. As an employee of Selectemp I am to abide by the company policies and those of the assignment. I agree that should an employment opportunity arise with a customer with whom I have been assigned, I must comply with the contractual obligations set forth in the agreement with Selectemp and the customer. Upon completion of an assignment, I understand and agree that I must contact/inquire for work with Selectemp for available work upon the conclusion of each assignment as a condition of



my employment. If I decline suitable work assignments which are available with Selectemp, upon conclusion of a work assignment, I may not be eligible for unemployment benefits (ORC §4141.29(A)(5)).

I certify that I have been notified of where I can find this electronic-document on the website. I recognize and agree that I will be held responsible for ALL covered areas documented in this Employment Agreement whether or not I go to the website and review it in its entirety as I have been encouraged to do. I will hold all parties concerned harmless, meaning I will not sue if my failure to abide by these terms prevents me from obtaining a job or continuing employment. The policies have been explained to me in a language that I understand. I further understand that said rules, regulations, instructions and policies can be modified or discontinued by Company at any time, without advance notice.

**EMPLOYEE ACKNOWLEDGEMENT:** I agree to all highlighted areas in this Employment Agreement as they were discussed with me at time of interview. I commit to reviewing the ENTIRE document on the Selectemp website [www.selectemp.jobs](http://www.selectemp.jobs) and understand that I will be held accountable for all areas covered in this agreement whether or not I follow through on my commitment to review in its entirety:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date



### **Alliance Solutions Group, LLC Arbitration Program & Agreement**

Alliance Solutions Group, LLC d/b/a TalentLaunch and all related companies, including all current and former employees, officers, directors, and agents thereof (collectively, "Alliance") and Alliance's respective parent corporations (if any), and all future new additional companies created or added, affiliates, subsidiaries, divisions, successors, assigns and their current and former employees, officers, directors, and agents (together with Alliance, the "Company") seeks to work with its employees to resolve differences as soon as possible after they arise. Often times, differences can be eliminated through internal discussions between an employee and his/her supervisor. Other times, it may be helpful for Human Resources or other Company employees to become involved to help resolve a dispute. To facilitate dispute resolution, the Company has developed this binding arbitration agreement ("Agreement") to resolve disputes that are not disposed of through more informal means.

As a condition of hire and/or continued employment, each employee of Company, including the employee's heirs, executors, administrators, successors and assigns (collectively referred to as "you" or "your") (you and the "Company" may be collectively referred to as the "Parties") agrees to enter into this Agreement and be bound by its terms.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and the Company agree as follows:

#### **1. The Mutual Agreement to Arbitrate: Overview**

Except for the claims set forth in the paragraph below, you are required to arbitrate any and all disputes, claims, or controversies ("claim") against the Company including, but not limited to, all claims arising out of your employment and the cessation of your employment that could have been presented to or could have been brought before any court. This Agreement to arbitrate includes, but is not limited to, claims under the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; Title VII of the Civil Rights Act of 1964; the Fair Labor Standards Act; the Family and Medical Leave Act; the Americans with Disabilities Act of 1990; Section 1981 through 1988 of Title 42 of the United States Code; the Equal Pay Act; the Uniformed Services Employment and Reemployment Rights Act; the Workers Adjustment and Retraining and Notice Act and any other federal, state or local employment or anti-discrimination laws; or any other federal, state, or local law, ordinance or regulation based on any public policy, contract, tort, or common law or any claim for costs, fees, or other expenses or relief, including attorney's fees. Accordingly, all claims which could be pursued in court instead must be pursued in arbitration, and the arbitrator shall apply the applicable law accordingly.

Likewise, the Company has a reciprocal obligation to arbitrate any covered claim against you and also agrees to be bound by the terms of this Agreement regarding any matter covered herein.

#### **2. Claims Not Covered by This Agreement**

Claims not covered by this Agreement include: (i) claims for workers' compensation benefits (**not including claims for workers' compensation retaliation**); (ii) claims for unemployment compensation benefits; (iii) claims based upon the Company's current (successor or future) stock option plans, employee pension and/or welfare benefit plans if those plans contain some form of a grievance or other express procedure for the resolution of disputes under the plan; (iv) claims filed with a federal, state, or local administrative agency (e.g., the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), etc.); (v) claims covered by a written employment contract signed by both parties which expressly provides for resolution of disputes in accordance with that contract's terms; (vi) claims by law which are not subject to mandatory binding pre-dispute arbitration pursuant to the Federal Arbitration Act, such as claims under the Dodd-Frank Wall Street Reform Act; (vii) claims that are not causes of action in court, e.g., disputes over performance reviews, disciplinary actions, compensation and other employment actions which when standing alone do not constitute a violation of any applicable law; and (viii) any claims arising under a restrictive covenant agreement (including but not limited to, non-solicitation, non-competition, confidentiality, etc.) between the Company and you as such restrictive covenant agreements will be adjudicated in a court of competent jurisdiction in accordance with its terms.

This Agreement does not prohibit the filing of an administrative charge with a federal, state, or local administrative agency such as the EEOC, NLRB or the Department of Labor (DOL). Similarly, this Agreement shall not have any effect



on any third parties non-signatories to this Agreement, including governmental agencies such as the EEOC, the DOL and the NLRB which by operation of law may file lawsuits in their own name notwithstanding this Agreement.

3. **Class/Collective Action Waiver**

This Agreement requires all claims to be pursued on an individual basis only. You and the Company hereby waive all rights to (i) commence, or be a party to, any class, representative or collective claims or (ii) jointly bring any claim against each other with any other person or entity. You and the Company must pursue any claim on an individual basis only, including claims alleging a pattern and practice of unlawful conduct. In addition, the inability to join others in a claim for pattern and practice violations shall not by itself constitute a bar to the pursuit of such a claim.

Lastly, nothing herein limits your right and the rights of others to collectively challenge the enforceability of this Agreement, including the class/collective action waiver. Notwithstanding, the Company will assert that the parties have agreed to pursue all claims individually in the arbitral forum and may ask a court to compel arbitration of each individual's claims. To the extent that the filing of such an action is concerted activity protected under the National Labor Relations Act, such filing will not result in threats, discipline or discharge.

4. **Severability and Related Issues**

The Arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. However, any determination as to the enforceability of the class/collective action waiver shall be made solely by a court. If a court deems the class/collective action waiver unlawful, then such action shall proceed forward in court as a collective, representative or class action.

With the exception of the class/collective action waiver as stated above, the arbitrator shall modify or amend this Agreement to cure any provision which the arbitrator has deemed unenforceable. This Agreement shall be self-amending; meaning if by applicable law a provision is deemed unlawful or unenforceable that provision and the Agreement shall automatically and immediately be amended, modified, and/or altered to be enforceable. If this Agreement is determined to be unenforceable and cannot be amended to be enforceable or if a claim is found not to be subject to this Agreement, such matters shall be subject to a non-jury trial in the federal or state court that has jurisdiction over the matter.

5. **Consideration**

In addition to the consideration being a mutual Agreement to arbitrate, the Company agrees to reimburse you for any administrative filing fees the arbitration firm may impose on you to initiate arbitration. As further consideration, the Company will pay 100% of the arbitration firm's fees as well as the arbitrator's fees and expenses. **To the extent permitted by applicable law, your continued employment and/or your accepting employment with the Company subsequent to this Agreement's implementation also shall constitute consideration and acceptance by you of the terms and conditions set forth in this Agreement.** The Parties agree that the consideration set forth in this paragraph is wholly adequate to support this Agreement.

6. **Arbitration Process**

a. **Arbitration Firm**

The Company has selected National Arbitration and Mediation, Inc. ("NAM") to arbitrate all disputes under this Agreement. However, the Company reserves the right to change the arbitration firm from time to time provided that it gives advance written notice to you of such change and that the arbitration firm selected by the Company is a nationally recognized and experienced neutral arbitration organization (NAM and any designated successor to NAM is hereinafter referred to as the "Arbitration Firm").

b. **Payment of Arbitration Fees and Costs**

The Company will pay 100% of the Arbitration Firm's fees as well as the arbitrator's fees and expenses. The Company also will pay (or reimburse you) for 100% of any filing fees that the Arbitration Firm may charge to initiate



arbitration. Each party shall otherwise bear its own costs and fees associated with the arbitration including, but not limited to, attorneys' fees and the costs and fees of responding to discovery requests.

**c. Filing to Commence Arbitration**

The party seeking arbitration shall follow the then-current procedures required by the Arbitration Firm to file for arbitration. The filing and subsequent arbitration procedures shall be in accordance with the then-current version of the Arbitration Firm's rules for the resolution of employment disputes except as otherwise provided herein. Except as otherwise provided herein, the rules in effect at the time of arbitration will govern, and you should review an updated copy of the rules. Updated copies of the rules are available for review at the Human Resource Department or you may contact NAM to request a copy at 990 Stewart Avenue, Garden City, NY 11530, telephone no. (800) 358-2550, fax no. (516) 794-8518, email: [customerservice@namadr.com](mailto:customerservice@namadr.com) or you may obtain them from NAM's website ([http://www.namadr.com/documents/Emp-Rules\\_and\\_Proced.pdf](http://www.namadr.com/documents/Emp-Rules_and_Proced.pdf)). If an Arbitration Firm other than NAM is selected by the Company, the Company will provide you with information on how to obtain such firm's rules.

**d. Selection of Arbitrator and Structure of the Arbitration**

NAM will send you and the Company a list of seven arbitrators who are attorneys or former judges who are experienced and knowledgeable about employment-related claims from NAM's employment arbitrator roster. You and the Company will then strike any potential arbitrators whom you find unacceptable and NAM will select an arbitrator according to NAM's Employment Rules and Procedures. The parties also may mutually agree to select an arbitrator from other sources or another arbitration agency in the event that NAM is unable or unwilling to serve as the neutral dispute resolution service for any reason.

If a summary judgment motion is made, the arbitrator must render a written and detailed opinion on that motion within sixty (60) calendar days of the submission of all supporting and opposition papers. If summary judgment is in any part denied, the case shall proceed to final hearing.

**e. Time and Place of Arbitration**

The arbitration will be held at a mutually convenient time and place within 50 miles of the Company location at which you are or most recently were working. Notwithstanding, by mutual agreement of the Parties, an alternate location outside the aforementioned 50 mile restriction is permitted.

**f. Rules of Arbitration**

Except as provided in herein, the arbitration shall be conducted in accordance with the Arbitration Firm's then-current rules for the resolution of employment disputes. **To the extent that any of the provisions herein conflict with any rules of the Arbitration Firm, the express provisions of this Agreement shall prevail.**

**g. Authority of Arbitrator**

The arbitrator shall be authorized to make awards including any remedy or relief provided by statute or common law under which the claim or dispute arises. However, the arbitrator shall have no authority to make awards beyond said remedy or relief. The arbitrator may award reasonable attorneys' fees and expenses only if expressly permitted by the applicable statute or law. In the absence of such an express requirement, the arbitrator shall not have the authority to award attorneys' fees and expenses to either party. The arbitrator shall not consider any claim that is barred by any applicable statute of limitations or otherwise raised in an untimely fashion as provided by applicable law. In reaching a decision, the arbitrator shall be bound by the law and applicable legal precedent and shall have no power to vary from said law and precedent. The arbitrator shall have no authority to consolidate claims and/or to arbitrate a collective, representative or class claim/action. Similarly, the arbitrator shall have no authority to make any determination as to the enforceability of this Agreement's class/collective action waiver.

**h. Discovery**

The arbitrator shall apply the Federal Rules of Civil Procedure (except for Rules 23 and 26) and the Federal Rules of Evidence. The rules of discovery shall be modified to allow each party 10 interrogatories, including sub-parts, 10 requests for production, including sub-parts, and two (2) depositions. Electronic discovery is limited to searches of the Company's email accounts of no more than five (5) addresses for a twelve-month period and a maximum



of five (5) search terms or phrases are permissible. For good cause shown, the arbitrator may modify these limitations on discovery.

**i. Representation**

Either party may proceed in arbitration with or without an attorney; however, each party is responsible to bear the costs and fees for their respective attorney(s).

**j. Timeliness of Claims and Other Defenses**

Any claim for arbitration which would be barred from court as untimely based on any applicable statute of limitations or other legal application, shall be equally barred from arbitration. All rights, remedies, exhaustion requirements, statutes of limitations and defenses applicable to claims asserted in a court of law will have equal application at arbitration.

**k. Arbitration Awards / Decisions**

Any decision or award rendered by the arbitrator shall be written and set forth all facts and conclusions of law which the arbitrator relied upon in reaching his/her decision or award. The decision or award of the arbitrator shall be final and binding on both you and the Company. A decision or award may be entered as a final order/judgment in any court of competent jurisdiction in accordance with the statutes and rules governing confirmation of arbitration awards / decisions. However, any decision by the arbitrator may be subject to review pursuant to the grounds set forth in the Federal Arbitration Act.

**7. Other Issues**

**a. Jury Waiver**

You and the Company expressly waive your right to a trial by jury for all claims covered by this Agreement.

**b. Amendments**

The Company may amend or terminate this Agreement upon 30 days written notice; provided, however, that this Agreement will remain binding on all parties as to any claims arising prior to the issuance of the notice of the Agreement's change or termination.

**c. Choice of Law**

This Agreement shall be deemed to be made and entered into in the State of Ohio, and shall in all respects be interpreted, enforced and governed under the laws of Ohio, without giving effect to any choice or conflict of laws principles.

**d. Federal Arbitration Act**

This Agreement is governed by the Federal Arbitration Act ("FAA") and involves a transaction in interstate law.

**e. No Employment Agreement / Employment At Will**

The terms and conditions described in this Agreement are not intended to, and shall not, create a contract of employment for a specific duration of time. Employment with the Company is at-will and voluntarily entered into and both you and the Company are free to end that relationship at any time, for any reason and with or without prior notice.

**f. Condition of Employment**

It is a condition of your employment by the Company that you agree to be bound by the terms of this Agreement.

**g. Survival**

This Agreement, including all subparts, survives the termination of your employment with the Company.

**h. Excused Leave to Attend Arbitration**

If you are employed by the Company at the time of the arbitration, then you shall be permitted excused, but unpaid, absence(s) to attend the arbitration.



**8. Receipt and Acknowledgement**

Further, to the extent permitted by applicable law, your continued employment and/or your accepting employment with the Company subsequent to this Agreement's implementation also shall constitute acceptance by you of the terms and conditions set forth in this Agreement.

**BY SIGNING MY NAME BELOW, I INDICATE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT. MY SIGNATURE ALSO INDICATES THAT I WAS GIVEN A REASONABLE PERIOD OF TIME TO CONSIDER WHETHER TO SIGN THIS AGREEMENT, I WAS GIVEN THE OPPORTUNITY TO ASK QUESTIONS ABOUT THE AGREEMENT WITH THE COMPANY, AND THAT I WAS GIVEN A REASONABLE OPPORTUNITY TO CONTACT AND DISCUSS THIS AGREEMENT WITH MY OWN PRIVATE ATTORNEY BEFORE SIGNING. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR CONTINUED EMPLOYMENT AND/OR YOUR ACCEPTING EMPLOYMENT WITH THE COMPANY SUBSEQUENT TO THIS AGREEMENT'S IMPLEMENTATION ALSO SHALL CONSTITUTE ACCEPTANCE BY YOU OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

**I UNDERSTAND THAT ABSENT THIS AGREEMENT, I WOULD HAVE THE RIGHT TO THE COMPANY IN COURT, TO INITIATE OR BE A PARTY TO A COLLECTIVE OR CLASS ACTION CLAIM, AND THE RIGHT TO A JURY TRIAL, BUT, BY SIGNING THIS AGREEMENT, BOTH PARTIES GIVE UP THOSE RIGHTS AND AGREE TO HAVE ALL DISPUTES BETWEEN THEM RESOLVED BY MANDATORY, FINAL, BINDING ARBITRATION.**

**Employee:**

\_\_\_\_\_  
Employee - Printed Name

\_\_\_\_\_  
Employee - Signature

\_\_\_\_\_  
Date

**The Company:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date