

# Arbitration Agreement

This Arbitration Agreement (the "Agreement") is by and between Snagajob LLC, a Delaware limited liability company with a principal place of business at 4851 Lake Brook Drive, Glen Allen, VA 23060 ("Snagajob" or the "Company") and the person whose electronic signature appears below ("You") (collectively, the "Parties") and is effective as the date you become an employee of Snagajob (the "Effective Date"). Snagajob desires your services, and You are willing to provide those services. Therefore, the Parties agree as follows:

1. If a wage or employment classification dispute of any kind ("Dispute") arises related to the services you provide to Snagajob or to clients of Snagajob, any terms, conditions or other matters related in any way to your relationship with Snagajob (or its successors) or its clients to which you provide services (or their successors), or the termination of your relationship with Snagajob, both You and Snagajob (and its successors, predecessors, benefit plans, directors, officers, employees, supervisors and agents) agree to submit the Dispute exclusively to binding arbitration, including, but not limited to, Disputes arising under statutory law (including, but not limited to any laws related to employment misclassification, wage payment, wage statements, minimum wage, overtime, meal and rest breaks, or any other wage and hour laws), and any other local, state or federal laws, excepting only claims which may not, by law, be arbitrated (collectively, "Claims"). This agreement to arbitrate shall apply to any and all Claims, whether asserted by You against the Company and/or any other entity, including but not limited to any Company client.
2. Both You and the Company acknowledge that **both parties are relinquishing their right to a jury trial in civil court**. By signing this Agreement, the parties agree that arbitration is the exclusive remedy for all disputes related to the matters discussed in Paragraph 1 of this Agreement.
3. The arbitration shall be held before a single arbitrator licensed to practice law and experienced in employment law, and administered by [JAMS \(or any successor\)](#) pursuant to its [Employment Arbitration Rules & Procedures](#) and subject to [JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness](#), except as provided otherwise in this Agreement. Such arbitration shall take place in the county in which You primarily provide(d) services to the Company or its clients. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Discovery (e.g., depositions, interrogatories, document requests, etc.) shall be available to the Company and You as though the dispute were pending in the state or local court where You primarily provide(d) services to the Company or its clients. The arbitrator shall have the ability to rule on pre-hearing motions, as though the matter were pending in the state court where You primarily provide(d) services to the Company or its clients, including the ability to rule on a motion for summary judgment or other dispositive motion. The arbitrator's authority shall extend to determinations regarding the scope or applicability of this agreement to arbitrate. Any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited by state law and the Federal Arbitration Act.
4. This Agreement shall not apply to claims for unemployment insurance, workers' compensation, claims under an employee benefit plan, the terms of which contain its own arbitration or claims review procedure, or claims which parties are legally prohibited from submitting to arbitration, to the extent You are entitled to bring any such claims.
5. Nothing in this Agreement restricts You from exercising statutory rights to seek assistance through resort to federal or state enforcement agencies. However, if an agency issues a right to sue notice, binding arbitration will be the sole remedy to the extent permitted by law. Should either party institute any legal action or administrative proceeding with respect to any claim waived by this Agreement or pursue any dispute or matter covered by this Agreement by any method other than the arbitration described herein, the responding party shall be entitled to recover from the other party all damages, costs, expenses and attorneys' fees incurred as a result of such action, including any appeal.
6. Claims must be brought by either You or the Company in Your or its individual capacity, not as plaintiffs or class members

in any purported class, collective or representative proceeding or as a private attorney general, and the arbitrator shall not have the power to hear the arbitration as a class, collective or representative action. To the extent permitted by law, both You and the Company waive the right to bring, maintain, participate in, or receive money from any class, collective or representative proceeding. In the event that an arbitrator or court determines a claim must be permitted to be brought as a class or in a collective action, then this agreement to arbitrate is null and void with respect to the claim(s) permitted to be brought as a class or collection action, except for the waiver of jury trial found in this Agreement, and such class or collective action must be brought in the appropriate court system and not in arbitration.

7. The fees of the arbitrator and any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law shall be paid by the Company. However, You shall be required to pay the amount of those fees equal to that which You would have been required to pay to file a lawsuit in the state court of your residence. The arbitrator must provide a written decision, which is subject to limited judicial review consistent with applicable law.
8. Except as otherwise prohibited by law, and except as necessary to seek entry of judgment (which is required to be done under seal, unless prohibited by the court) upon an award as required by law, all arbitration proceedings pursuant to or in connection with this Agreement (including, but not limited to, any and all filings, discovery, hearings, reports, disclosures, exhibit lists, witness lists, exhibits, transcripts, decisions, opinions and awards, and their contents) shall be kept strictly confidential and not disclosed to third parties. In addition, all confidential or sensitive information, to the extent necessary to be disclosed to the arbitrator or exchanged between the Parties in connection with the prosecution or defense of a claim or counter-claim or cross-claim, shall be disclosed only to the most limited extent necessary and if disclosed, shall be disclosed only after the Parties and the arbitrator have entered into an agreement further protecting such information from disclosure to the public or third parties and taken any additional measures to guard and preserve the confidential nature of the information. Further, any disputes concerning confidentiality that cannot be resolved will be submitted to the arbitrator prior to making any disclosures. This provision shall not exempt from discovery in any other or future action any evidence otherwise discoverable merely because it is presented in, referred to, discussed in the course of, or in connection with proceedings pursuant to this Agreement. Nothing in this Agreement waives or limits either Party's right to provide truthful information to or communicate in good faith with a federal, state or local regulatory or law enforcement agency, or to prevent either Party from taking reasonable steps to investigate or obtain discovery related to any Dispute or Claim.
9. This Agreement is not and shall not be construed to create any contract of employment, express or implied, or otherwise alter the terms of your engagement with Snagajob.
10. This Agreement is governed by the Federal Arbitration Act ("FAA") to the maximum extent permitted by applicable law. Either Party may bring an action in any court of competent jurisdiction pursuant to the FAA to compel arbitration under this Agreement and to confirm, correct, vacate or otherwise enforce an arbitration award. For purposes not addressed by the FAA, this Agreement shall be governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law principles.
11. In addition to any other consideration to which You are not otherwise entitled, including Your engagement with the Company and receipt of the compensation and other benefits paid to You by Snagajob, each Party's mutual promise to resolve disputes by arbitration in accordance with the provisions of this Agreement, rather than through the courts or other bodies, is consideration for the other Party's like promise. The Parties agree that the consideration set forth in this Paragraph is wholly adequate to support this Agreement.
12. This Agreement reflects the complete agreement between You and Snagajob on the subject matter of this Agreement. Neither You nor Snagajob should rely or are relying on anything outside of this Agreement regarding its effect, enforceability, or its meaning, except as specifically set forth in this Agreement. If any provision of this Agreement, or a portion thereof, is determined to be void or otherwise unenforceable, in whole or in part, the provision or portion thereof shall be severed and all other provisions not determined to be unenforceable will still remain in full force and effect. The agreement to arbitrate any Claim under this Agreement will survive the termination of your relationship with Snagajob. This Agreement cannot be modified or revoked except by an express writing signed by You and an authorized officer of

Snagajob.

EACH PARTY ACKNOWLEDGES HE, SHE, OR IT HAS CAREFULLY READ THIS AGREEMENT, HAS ASKED ANY QUESTIONS NEEDED IN ORDER TO UNDERSTAND ITS TERMS, CONSEQUENCES AND BINDING EFFECT, UNDERSTANDS ITS TERMS, AND ENTERS INTO IT VOLUNTARILY, WITHOUT ANY DURESS OR COERCION, AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

EACH PARTY ACKNOWLEDGES HAVING THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH HIS, HER, OR ITS OWN LEGAL COUNSEL, AND HAVING USED THAT OPPORTUNITY TO THE EXTENT DESIRED.

EACH PARTY UNDERSTANDS THAT BY VOLUNTARILY ENTERING INTO THIS BINDING ARBITRATION AGREEMENT, BOTH PARTIES WAIVE ALL RIGHTS TO TRIAL BY A COURT OR A JURY AND ALL RIGHTS TO PURSUE CLAIMS ON A CLASS OR COLLECTIVE BASIS.