

## Arbitration Agreement

This Agreement shall be governed by the laws of the State of Tennessee, without regard to that state's conflict-of-laws rules. Any dispute that arises out of or relates to the Employee's employment by TradesExchange, and cannot be resolved independently by TradesExchange and Employee, shall be resolved through binding individual arbitration conducted by Judicial Arbitration & Mediation Services (JAMS) or the American Arbitration Association (AAA) with such employment arbitration rules or other rules to ensure that the arbitration proceeds subject to the following requirements: (a) before a single, neutral arbitrator; (b) with discovery to the same extent as is allowed under Tennessee's Rules of Civil Procedure; (c) with a final decision in the form of a detailed, reasoned opinion sufficient to enable judicial review; (d) with no limitations on the type of relief available under the laws relating to the claim advanced in arbitration; (e) that TradesExchange be solely responsible for all types of costs associated with arbitration that the Employee would not have to pay if the proceedings were in court, including arbitrator's fees, case-management fees, and other expenses necessary to provide the arbitral forum; and (f) to the greatest extent allowed by applicable Tennessee law, the Employee shall have the same appellate rights as the Employee would if the arbitrated claim had been brought in Tennessee's state or federal courts.

Except as noted elsewhere in this agreement, this arbitration provision applies to all claims whatsoever arising in connection with Employee's employment with TradesExchange, including claims arising under the Age Discrimination in Employment Act; the Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act; Title VII of the Civil Rights Act of 1964; the Tennessee Human Rights Act (T.C.A. § 4-21-101 et seq.); the Tennessee Disability Act (T.C.A. § 8-50-103); or any other state or federal anti-discrimination laws; the Americans with Disabilities Act; the Employee Retirement Income Security Act; the Equal Pay Act of 1963; and/or any other local, city, county, state or federal statutes, laws, regulations or ordinances. This agreement shall not interfere with an Employee's right to file a claim with the Equal Employment Opportunity Commission, the Tennessee Human Rights Commission, or similar state or federal agency.

**DO NOT SIGN OR INITIAL THIS DOCUMENT BEFORE READING AND UNDERSTANDING IT.**

### EMPLOYEE CERTIFICATION

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date