

EFFECTIVE DATE: JANUARY 1, 2010

**CURRENT EMPLOYMENT
ALTERNATIVE DISPUTE RESOLUTION POLICY**

ATTENTION – PLEASE READ THIS CAREFULLY!

In consideration of TAP Worldwide, LLC (“TAP”) continuing to offer you (“Employee”) gainful employment as an at-will employee (sometimes collectively referred to as “The Parties” or individually as “Each Party”), and in consideration of Employee continuing to accept said at-will employment with TAP, TAP hereby offers and adopts the following terms and conditions for Employee’s continued employment, the effective date of which shall be January 1, 2010:

1. **Covered Claims:** Each Party will hereby submit to binding arbitration, and waive any and all rights to civil trial, any dispute, claim or controversy arising out of or in any way connected with any dispute relating to the terms and/or conditions of employment which includes, but it not limited to:

- (a) Any and all claims arising under either federal or state law, including but not limited to claims arising under Title VII of the Civil Rights Act (federal), Equal Pay Act (federal), Americans with Disabilities Act (federal), Age Discrimination in Employment Act (federal), Fair Labor Standards Act (federal), Family and Medical Leave Act (federal), Labor Management Relations Act (federal), Employee Retirement Income Security Act (federal), Fair Employment and Housing Act (state) and the Unfair Business Practices Act (state), as well as any and all claims under federal and/or state law involving wage claims and laws against discrimination, including but not limited to discrimination based on race, sex, sexual orientation, gender, religion, national origin, age, marital status, handicap (actual or perceived), disability (actual or perceived) and/or harassment on any of the foregoing grounds; and
- (b) Any and all claims arising under either contract or tort principals, including but not limited to claims for breach of contract (oral or written), breach of implied covenant of good faith and fair dealing, negligent and/or intentional infliction of emotional distress, wrongful termination in violation of statute (*see* para. (a) above), wrongful termination in violation of common law, wrongful termination in violation of public policy, retaliation (related to provision of workers’ compensation benefits, exercise of a statutory right (*see* para. (a) above) or otherwise) and/or fraud.

Each Party hereby recognizes and acknowledges that the foregoing paragraphs are meant to be only illustrative and not exhaustive as to the nature and type of all employment related disputes which will be subject to binding arbitration upon implementation of this Policy.

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Each Party will also hereby submit to binding arbitration any dispute, claim or controversy arising out of or in any way connected with any dispute relating to the interpretation and/or meaning of any term contained within this Policy or the enforceability and/or scope of this Policy.

2. **Excluded Claims:** Claims for ordinary workers' compensation or unemployment compensation benefits are not covered by this Policy. In addition, requests for temporary restraining orders and/or preliminary injunctions in the California Superior Court by either Employee or TAP, where such temporary equitable relief would otherwise be authorized by law, are not covered by this Policy and are hereby specifically allowed pursuant to Code of Civil Procedure section 1281.8. Either Employee or TAP may also bring an action in any court of competent jurisdiction to compel arbitration of a matter covered by this Policy and to enforce an arbitration award.

3. **Selection of Arbitrator:** Each Party hereby agrees to select mutually a neutral arbitrator who has at least ten (10) years experience with respect to deciding disputes between employers and employees. In the event the parties are unable to agree mutually upon an acceptable, qualified arbitrator, the parties shall select a qualified arbitrator as provided for by the American Arbitration Association rules governing employment disputes. If the latter should occur, the rules of the American Arbitration Association, Resolution of Employment Disputes, shall govern to the extent they are not inconsistent with the provisions set forth in this Policy, including but not limited to rules governing discovery, exchange of expert witness information and trial conduct.

4. **Ambiguity Resolved in Favor of Arbitration:** Each Party hereby recognizes and acknowledges that binding arbitration has become an accepted and favored method of resolving disputes due to the ever-increasing costs and financial burdens caused by initiation and prosecution of civil lawsuits, and as such, hereby agrees that should any question or ambiguity arise as to the arbitrability of any claim brought by either TAP or Employee under this Policy, said question and/or ambiguity shall be resolved in favor of binding arbitration.

5. **Payment of Arbitration Fees and Costs:** Each Party hereby recognizes and acknowledges that if binding arbitration is initiated by either party, regardless of which party is deemed to be the prevailing party, TAP will be responsible for payment of all costs and arbitrator fees which are reasonable and unique to an arbitral forum.

6. **Remedies Available:** Each Party hereby recognizes and acknowledges that by submitting themselves and their employment related claims to binding arbitration, each will still be afforded any and all remedies (monetary, equitable or otherwise) that would otherwise be afforded to them under applicable federal or state law other than the right to a jury trial and a right of appeal.

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7. **Notice of Claim:** Each Party hereby recognizes and acknowledges that an aggrieved party must give written notice to the other of any dispute or claim subject to this Policy no later than the expiration of the time prescribed by the applicable statute of limitations.

8. **No Oral Modification:** Each Party hereby recognizes and acknowledges that this Policy can only be modified by a writing, signed by both parties. No oral modifications shall have any force or effect.

9. **Severability:** If any part of this Policy shall be determined to be illegal, invalid or unenforceable, the remaining part of this Policy shall not be affected thereby, and the illegal, invalid or unenforceable part(s) shall be deemed not to be part of this Policy.

10. **Effective Date of Policy:** If Employee voluntarily continues his/her employment with TAP after the effective date of this Policy, Employee will be deemed to have knowingly and voluntarily consented to and accepted all of the terms and conditions set forth herein without exception. This Policy shall continue in effect indefinitely, except that TAP may modify and/or terminate this Policy as to future disputes or claims to the extent necessary or desired so to comply with any future developments or changes in the law. Thirty (30) days written notice will be provided by TAP prior to the effective date of any such modification and/or termination of this Policy. Any such modification and/or termination of this Policy shall only be effective with respect to any dispute or claim arising after the effective date of the modification and/or termination.

DATED: JANUARY 1, 2010

TAP WORLDWIDE, LLC