

ARBITRATION AGREEMENT

If any disagreement should occur between you and Jonathan Beth Consultants NY LLC and or JBCStyle NY LLC (hereinafter each referred to as "JBC"), whether arising out of your application for permanent or temporary placement, or your actual placement by JBC (hereinafter, "Placement"); or your application for employment, actual employment, or the cessation of employment with JBC (hereinafter, "Employment"), it is important for both of us to be able to address that disagreement fairly and without undue delay. Therefore, this arbitration agreement requires you and JBC to arbitrate any claims arising out of or related to your Placement by or Employment with JBC. This agreement provides both of us with a way to resolve such workplace-related disputes which is less expensive and less time consuming than the court system, yet capable of protecting the rights of all involved.

In consideration for my Placement by, or my Employment with JBC, JBC and I agree that any disputes, controversies or claims of any nature or kind that may arise (or have arisen) between me and JBC (including any of its employees, officers, directors, affiliates, or alleged agents in their official capacity or otherwise) related to my Placement by or Employment with JBC (including my application for such Placement or Employment), will be subject to and resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its National Rules for the Resolution of Employment Disputes, not through litigation in federal, state or local courts. Any judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. While we will each be responsible for our respective attorney's fees and other similar expenses incurred in connection with any such arbitration, JBC will pay the fees and expenses of the AAA and any arbitrator, and all others fees and expenses beyond those I would have been required to pay had my claim been brought in court. At the conclusion of the arbitration, the arbitrator will render a written, signed and dated award which will identify the issues, parties, and decision as well as state a legal and factual basis for the award. The decision may include fees, including attorney's fees, expenses, and other remedies as part of the arbitral award to the extent permitted by applicable law (including any applicable statutory provisions or judicial decisions on the relevant issues).

JBC and I agree that neither JBC nor I can bring any claim or lawsuit of any kind in a federal, state, or local court involving this Agreement, my application, or candidacy for either Placement or Employment, my Employment or Placement, or the cessation of Employment or Placement, including without limitation: claims arising under Title VII of Civil Rights Act of 1964; the Americans with Disabilities Act; the Age Discrimination in Employment Act; 42 U.S.C. § 1981; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act; the Federal Claims Act: any claim based on expressed or implied contract; any claims of promissory estoppel; ; any action arising in tort, including, but in no way limited to, libel, slander, defamation, intentional infliction of emotional distress, or negligence.; any claim for wrongful discharge, any constitutional claims, or any claim under all laws relating to the violation of public policy, retaliation, or wage/hour and other compensation matters; any claims arising under employment or disability discrimination or whistleblower laws; or any claims under other applicable federal, state or local law, regulation ordinance or order, at common law or otherwise, arising out the of the Placement or Employment (including, but not limited to, the application for, decision as to, or cessation of, such Placement or Employment). A dispute, controversy or claim is also considered subject to arbitration if it involves any issue pertaining to this Agreement, the formation of this Agreement, the scope of this Agreement or the parties' performance of the Agreement. **By this mutual agreement to arbitrate, both I and JBC are giving up and waiving our rights to jury trial.** This arbitration agreement is mutually binding upon both me and JBC, as well as our successors in legal interests, and is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-14, or if that Act is held to be inapplicable for any reason, the arbitration law of the state in which the arbitration hearing is, or will be held.

Without limiting the generality of the foregoing, this arbitration agreement does not apply to: 1) statutory claims for workers' compensation; ii) claims for unemployment compensation; iii) claims for benefits covered by an employee benefits plan; iv) claims covered by the Employee Retirement Income Security Act of 1974 (ERISA); or v) claims seeking only injunctive relief.

The terms of this arbitration agreement are severable. The invalidity or unenforceability of any provision shall not affect the application of any other provision. Consistent with the purposes of this arbitration agreement, any otherwise invalid provision of the arbitration agreement may be reformed and, as reformed, enforced by either me or JBC.

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Employee/Applicant's Name (printed)

**JONATHAN BETH CONSULTANTS NY LLC  
JBCSTYLE NY LLC**

\_\_\_\_\_  
Employee/Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date