

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

Andlia Resources, LLC (hereinafter, "Andlia Resources") and I recognize that differences may arise between us during or following my application/assignment/employment including any/or all periods of employment with Andlia Resources. By entering into this Mutual Agreement to Arbitrate Claims ("Agreement"), we anticipate the benefits of an impartial final and binding dispute-resolution procedure.

1. **Arbitration.** Arbitration under this Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). This Agreement applies to any dispute arising out of or related to my employment with Andlia Resources or one of its affiliates, successor, subsidiaries or parent companies (hereinafter, the "Company") or termination of employment. Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration.

The Company and I agree that any dispute or controversy covered by this Agreement, or arising out of, relating to, or concerning the validity, enforceability or breach of this Agreement (except as provided below regarding the Class Action Waiver), shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules") then in effect, and not by court or jury trial, to be held (unless the Company and I agree in writing otherwise) within 20 miles of the physical location at which you last worked. The AAA Rules are available at www.adr.org and from Andlia Resources's internal website.

2. **Claims Covered by this Agreement.** Except as it otherwise provides, this Agreement also applies, without limitation, to disputes arising out of or related to my employment relationship or the termination of that relationship, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to my employment or the termination of employment (including without limitation post-employment defamation or retaliation) and any contract or tort claims of any kind or nature in any way related to employment, terms of conditions of employment or termination of employment (including post-termination retaliation or defamation).

3. **Claims not Covered by this Agreement.**

This Agreement does not apply to claims I bring for workers compensation, state disability insurance or unemployment insurance benefits. Further, nothing in this Agreement prevents or excuses me (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Either the Company or I may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief.

Regardless of any other terms of this Agreement, a claim may be brought before an administrative agency, including the Equal Employment Opportunity Commission, U.S. Department of Labor or National Labor Relations Board, and remedies awarded by that agency if applicable law permits such notwithstanding the existence of an arbitration agreement covering the claim. Nothing in this Agreement shall be deemed to prevent or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

This Agreement shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the DoD Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

4. **Paying for the Arbitration.** The Company and I shall follow the AAA Rules applicable to initial filing fees. The Company otherwise shall pay all costs and expenses relating to arbitration, including without limitation the arbitrator's fees.

5. **Class Action Waiver.** Both the Company and I agree to bring any dispute in arbitration on an individual basis only and not as a class or collective action. Therefore, there is no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective action proceeding ("Class Action Waiver").

Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator.

If the dispute is filed as a class or collective action and a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, any portion of the Class Action Waiver that is held to be enforceable shall be enforced in arbitration.

You will not be retaliated against, disciplined or threatened with discipline as a result of your exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class or collective action in any forum. However, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

6. **Enforcement of this Agreement.** This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement and replaces all prior agreements regarding the arbitration of disputes. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable.

AGREED: Andlia Resources, LLC

AGREED AND RECEIVED:

Print Name

Employee Signature

Date