ClutchGroup
Global Legal Solutions

ARBITRATION AGREEMENT

The parties agree that any legal or equitable claims or disputes arising out of or in connection with employment, the terms and conditions of employment or the termination of employment will be settled by binding arbitration. This Agreement applies to the following allegations, disputes and claims for relief, but expressly is not limited to those listed: wrongful discharge under statutory law and common law; employment discrimination under federal, state or local statute, ordinance or governmental regulations; retaliatory discharge or other action; compensation disputes; tortious conduct; contractual violations (although no contractual relationship, other than at-will employment and this Agreement, is hereby created or intended to be created); ERISA violations; and other statutory and common law claims and disputes, regardless of whether the statute was enacted or whether the common law doctrine was recognized at the time this Agreement was signed.

Arbitration proceedings shall occur in the District of Columbia under the National Rules for the Resolution of Employment Disputes ("National Rules") of the American Arbitration Association ("AAA") in effect at the time of a demand for arbitration. The Employee is entitled to representation by an attorney throughout the proceedings at his or her own expense.

One arbitrator shall be chosen by mutual agreement of the parties. If no arbitrator has been chosen within thirty (30) days after the Employee notifies Clutch of an arbitrable dispute, an arbitrator shall be chosen by the AAA under its National Rules. Taking depositions, except to perpetuate the testimony of unavailable witnesses, shall not be permitted in the arbitration procedure. The arbitrator shall issue a written decision and award, stating the reasons therefor. The decision and award shall be exclusive, final and binding on both parties, their heirs, executors, administrators, successors and assigns. The costs and expenses of the arbitration shall be borne evenly by the parties unless contrary to applicable law or the National Rules.

The parties understand that by signing this Agreement, they are agreeing to substitute one legitimate dispute resolution forum (arbitration) for another (litigation), and thereby are waiving their right to have their disputes resolved in court. This substitution involves no surrender, by either party, of any substantive statutory or common law benefit, protection or defense.

This Agreement shall become effective two weeks from the date on which it is signed below, and it shall survive any termination of employment.

DATE: _____ SIGNATURE: _____

Clutch Group

BY: _____