

**AGREEMENTS**

Between \_\_\_\_\_ “Company”  
and \_\_\_\_\_ “Employee”

**At Will Employment Agreement**

I agree as follows: My employment and compensation are terminable at will, are for no definite period, and my employment and compensation may be terminated by the Company (employer) at any time and for any reason whatsoever, with or without good cause at the option of either the Company or myself. Consequently, all terms and conditions of my employment, with the exception of the at will nature of my employment and arbitration agreements, may be changed or withdrawn at Company’s unrestricted option at any time, with or without good cause. No implied, oral or written agreements contrary to the express language of this agreement are valid, and no changes to the arbitration agreement and/or my at will employment status may be made, unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation). No supervisor or representative of the Company, other than in writing signed by the President of the Company (or major owner or owners if Company is not a corporation), has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the Company and the employee regarding the rights of the Company or employee to terminate employment with or without good cause and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

\_\_\_\_\_  
Signature -

\_\_\_\_\_  
Date

**Binding Arbitration Agreement**

I also acknowledge that the Company utilizes a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, I and the Company both agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Pennsylvania Human Relations Act, the Wage Discrimination law (e.g., Equal Pay and Comparable Worth requirements), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, as amended, as well as all other applicable local, state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on

tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the provisions of the Pennsylvania workers' compensation law before the Pennsylvania Bureau of Workers' Compensation and claims for unemployment compensation pursuant to the Pennsylvania Unemployment Compensation Law brought before the Department of Labor and Industry) shall be submitted to and determined exclusively by binding arbitration. I understand and agree that nothing in this agreement shall be construed so as to preclude me from filing any administrative charge with, or from participating in any investigation of a charge conducted by the Pennsylvania Human Relations Commission and/or the Equal Employment Opportunity Commission; however, after I exhaust such administrative process/investigation, I understand and agree that I must pursue any such claims through this binding arbitration procedure. I acknowledge that the Company's business and the nature of my employment in that business affect interstate commerce. I agree that the arbitration and this Agreement shall be controlled by the Federal Arbitration Act, 9 U.S.C. section 1, et seq., in conformity with the procedures of the Pennsylvania rules of civil procedure (including all mandatory and permissive rights to discovery) provided that said rules do not contradict the Federal Arbitration Act. However in addition to requirements imposed by law, any arbitrator herein shall be a retired trial court judge and shall be subject to disqualification on the same grounds as would apply to a judge of a state court. To the extent applicable in civil actions in Pennsylvania state courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer/motion to strike), all rules of evidence, and all rights to resolution of the dispute by means of motions for summary judgment and/or judgment on the pleadings. The arbitrator shall be vested with authority to determine any and all issues pertaining to the dispute/claims raised, any such determinations shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") for his/her determinations other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged as though in connection with a state court civil litigation proceeding. The arbitrator shall modify the times set by the rules of civil procedure for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. The allocation of costs and arbitrator fees shall be governed by statute or controlling case law. Both the Company and I agree that any arbitration proceeding must move forward under the Federal Arbitration Act (9 U.S.C. §§ 3-4), even though the claims may also involve or relate to parties who are not parties to the arbitration agreement and/or claims that are not subject to arbitration: thus, a court may not refuse to enforce this arbitration agreement and may not stay the arbitration proceeding despite any state law provision to the contrary. I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY.

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Signature -

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Date