

Mutual Agreement to Arbitrate

This Agreement is entered into between WeCuro, Inc. ("WECURO" as additionally defined below) and you ("you", "your", or "I") (collectively the "Parties" and each a "Party"), in consideration of the mutual promises contained herein and, as applicable, one or more of the following:

- (i) your use of WECURO's Website and Services as defined in the Privacy Policy (to which you must also agree) or arising from the Terms of Use or Privacy Policy;
- (ii) your use of WECURO's online marketplace, application, or related tools;
- (iii) your engagement or continuing engagement with WECURO; and
- (iv) your employment or continuing employment with WECURO.

For purposes of this Agreement, the term "WECURO" expressly includes WeCuro, Inc., and their subsidiaries or affiliates and their respective officers, and directors; and for engagements or employment, their clients to or for which you provide services, provided the client has elected to be an Electing Client as described in another agreement between you and WECURO or is a beneficiary of this Agreement, as determined by applicable law. You and WECURO intend for WECURO's clients to be third party beneficiaries of this Agreement.

In any business relationship, disputes sometimes arise that need to be resolved in a formal proceeding. In order to resolve any future disputes that may arise between you and WECURO without the costly expense and lengthy delays typically associated with court actions, you and WECURO agree as follows:

1. Agreement to Arbitrate Claims. Except for Excluded Claims as described in paragraph 5 below, both you and WECURO agree that any claim that you may have against WECURO or that WECURO may have against you shall be submitted to and determined exclusively by a single, neutral arbitrator through to final and binding arbitration, and not to any court, with the American Arbitration Association ("AAA"). The AAA arbitrator shall be chosen by mutual agreement between the parties or if the parties cannot agree, in accordance with the AAA Arbitration Rules. The parties may, by mutual written agreement, agree to use some other arbitrator or arbitration service, such as JAMS.

2. Arbitration Rules.

(a) For commercial disputes, the arbitrator will follow the version of the AAA's "Commercial Arbitration Rules and Mediation Procedures" in effect at the time a demand for arbitration is filed. The most recent Commercial Arbitration Rules and Mediation Procedures are currently available online at <https://www.adr.org/Rules>. Please see the AAA homepage or call AAA for questions regarding which commercial rules are in effect when a demand for arbitration is filed.

(b) For employment disputes, the arbitrator will follow the version of the AAA's "Employment Arbitration Rules and Mediation Procedures" then in effect at the time the demand for arbitration is filed. A copy of the current AAA rules can be obtained at the following website: <https://www.adr.org/Rules> (a copy of which are attached hereto as Exhibit A and incorporated fully as though set forth herein. Note that the web addresses are

subject to change; you can visit the AAA's homepage (<https://www.adr.org>) or call the AAA at 1.800.778.7879 to ask which rules are in effect when a demand for arbitration is filed.

(c) For any other disputes, the arbitrator shall follow the applicable AAA rules as determined by the arbitrator.

3. Claims Covered by This Agreement. The claims that are to be arbitrated under this Agreement are any claims that arise between you and WECURO (the "Covered Claims") except for the Excluded Claims as defined in paragraph 5 below. For illustration, the Covered Claims include but are not limited to any dispute relating to your relationship with WECURO or your use of a WECURO product or services arising out of or related to any claims for/under tort, bad faith, breach of contract, defamation, breach of covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, breach of public policy, violation of a privacy or cybersecurity law or regulation, unfair or deceptive act or practice, misclassification, wrongful discharge, and all claims under federal, state, and local laws, ordinances, regulations or orders, claims of discrimination, retaliation, or harassment under applicable federal, state or local laws, claims under any federal, state, or local leave laws, and all other claims. The Covered Claims further include any dispute arising out of or relating to the interpretation or application of this Agreement including the enforceability, revocability, or validity of this Agreement, and the Parties delegate authority to decide those issues solely to the arbitrator. Both WECURO and you are giving up any right to have a judge or jury decide the Covered Claims.

4. Class Action, Collective Action, and Representative Action Waiver. You and WECURO agree that any proceedings pursuant to this Agreement will be conducted on an individual basis only and that Covered Claims by you or by WECURO may only be brought in the Party's individual capacity, may not be brought on a class action, collective action, class or collective arbitration or representative basis, and may not be consolidated with other persons or entities, and that you and WECURO hereby waive your respective rights to participate in any and all class actions, collective actions, class or collective arbitrations, and/or other representative actions, including participating as a named plaintiff or as a member of a class action, collective action, and/or other representative action (the "Class Action Waiver").

The Class Action Waiver shall be severable from this Agreement for any Covered Claims in which the Class Action Waiver is found to be unenforceable. In such instances, the class action, collective action, or representative action claim shall be litigated in a civil court of competent jurisdiction.

5. Excluded Claims. The following claims are not subject to arbitration (the "Excluded Claims"):

- (a) claims for workers' compensation benefits, but not retaliation claims arising out of or relating to claims for workers' compensation benefits,
- (b) claims for unemployment compensation benefits,
- (c) claims under the National Labor Relations Act, as amended, within the exclusive jurisdiction of the National Labor Relations Board,

- (d) claims brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"),
- (e) any claim that is expressly precluded from arbitration by a federal, state, or local statute or regulation that is not preempted by the Federal Arbitration Act ("FAA").

Further, nothing in this Agreement shall be interpreted to prohibit you from filing a charge, complaint or claim with the Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency to the extent that by law, you may not be prohibited from filing such a charge, complaint, or claim.

6. Arbitration Procedure. The arbitrator alone and not a court shall have jurisdiction to decide his or her jurisdiction, any questions as to the arbitrability of any claims, whether an agreement to arbitrate exists and is valid, and whether the agreement to arbitrate covers the dispute in question. Provided, however, that to the extent any Covered Claims subject to this Agreement are brought as a class action, collective action, or representative action and the arbitrator finds the Class Action Waiver set forth in paragraph 4 is unenforceable, the arbitrator shall not have jurisdiction to hear or arbitrate any such Covered Claims on a class action, collective action, or representative action basis. In such instances, the class action, collective action, or representative action must be litigated in a civil court of a competent jurisdiction. The arbitrator will be permitted to award only those remedies in law or equity that are requested by the parties and allowed by local, state, and/or federal substantive law applicable to the Covered Claim(s).

7. Arbitrator's Decision is Final. You understand and agree that the arbitrator's ruling will state the facts and the law on which the decision is based, will be final and binding on both you and WECURO and any other party in the arbitration proceeding, and cannot be reviewed for error of law or legal reasoning of any kind. A judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction.

8. Interim Measures. The AAA rules govern each Party's ability to seek interim measures. Such rules are adopted here.

9. Administrative Remedies / Statute of Limitations. If you or WECURO fail to make a written request for arbitration within the statute of limitations period applicable to a Covered Claim under applicable law or otherwise fail to comply with the administrative prerequisites to filing certain types of claims, you and/or WECURO will have waived the right to raise that claim in any forum. In the event that you or WECURO should file an action in court in violation of this Agreement, that court shall require the Parties to arbitrate all Covered Claims, unless Excluded Claims under paragraph 5.

10. Witnesses and Evidence. You and WECURO will have the right to conduct discovery in accordance with the AAA rules.

11. Cost of Arbitration and Legal Fees. The cost of arbitration will be paid by WECURO, except that you will be required to pay the initial filing fee to the extent that the filing fee does not exceed the fee to file a complaint in state or federal court. WECURO will pay for

the balance of the arbitrator's fees and all administrative costs related to the arbitration. The Parties will each bear their own costs for legal representation, discovery, deposition, expert witnesses, and other legal costs ordinarily borne by a Party in litigation, provided, however, that the arbitrator shall have the authority to require one Party to pay the costs and fees for the other Party's representation during the arbitration, but only to the extent permitted under relevant federal or state laws, as a part of any remedy that may be ordered.

12. Miscellaneous Agreement Provisions

(i) **Modifications and No Waiver of Covered Claims.** Any change, alteration, revision, or modification to this Agreement and any waiver or cancellation of this Agreement must be in writing, agreed to by both Parties. If either you or WECURO fails to assert a claim under this Agreement, that does not affect either your or WECURO's rights to assert another similar claim under the Agreement. No agreements or representations regarding the subject matter hereof, oral, or otherwise, express, or implied, have been made by either Party which are not set forth expressly in this Agreement.

(ii) **Law Governing this Arbitration Agreement.** The Parties expressly agree and acknowledge that this Agreement, including but not limited to the Class Action Waivers set forth in paragraph 4, shall be governed by and interpreted in accordance with FAA.

(iii) **Severability.** Except as otherwise provided in this Agreement, if any part of this Agreement is found to be not valid or not enforceable, that part shall be stricken, and the remainder of the Agreement shall remain in full force and effect.

(iv) **Survival.** This Agreement shall survive termination of your business relationship with WECURO and shall apply to all Covered Claims other than Excluded Claims as specified in paragraph 5, regardless of whether the asserted are during your business relationship with WECURO, or after your services for WECURO and such relationship has terminated.

(v) **Entire Agreement.** This Agreement is the entire agreement between you and WECURO regarding the adjudication of Covered Claims. It supersedes any previous agreements or understandings between you and WECURO regarding the adjudication of Covered Claims. You agree that you are not executing this Agreement in reliance on any promises or representations other than those contained in the Agreement.

13. You Agree to this Mutual Agreement to Arbitrate.

By affirmatively agreeing to the Mutual Agreement to Arbitrate and/or accessing, registering, using, or continuing to use one or more of WECURO's Websites and Services, you agree that:

- (i) YOU INTEND TO CONDUCT BUSINESS ELECTRONICALLY.
- (ii) YOU HAVE READ THIS AGREEMENT.

(iii) YOU HAVE BEEN PROVIDED SUFFICIENT TIME TO READ THE AGREEMENT AND CONSULT AN ATTORNEY.

(iv) THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.

(v) YOU UNDERSTAND THAT THIS AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THIS AGREEMENT BE SUBMITTED TO ARBITRATION AND NOT TO A JUDGE OR A JURY.

(vi) YOU UNDERSTAND AND AGREE THAT BOTH WECURO AND YOU ARE WAIVING THE RIGHT TO HAVE DISPUTES COVERED BY THIS AGREEMENT HEARD OR TRIED BY A JUDGE OR JURY.

IF YOU DO NOT AGREE TO THIS AGREEMENT, STOP USING THE WEBSITE, PRODUCTS, AND SERVICES IMMEDIATELY.

Printed Name : _____

Signature :

Date : _____