

Arbitration Agreement

PLEASE CAREFULLY READ THIS MUTUAL ARBITRATION AGREEMENT, BY WHICH THE PARTIES WAIVE THE RIGHT TO BRING CERTAIN CLAIMS IN COURT (UNLESS YOU VALIDLY OPT OUT OF ARBITRATION, AS PROVIDED BELOW).

(a) THIS ARBITRATION AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT (“FAA,” 9 U.S.C. § 1 ET SEQ). BARTON AND YOU MUTUALLY AGREE THAT ALL CLAIMS OR DISPUTES, PAST, PRESENT, AND FUTURE, ARISING OUT OF OR RELATED TO: (i) THE CLIENT SERVICES AGREEMENT, (ii) ANY PLACEMENT ORDER OR OTHER AGREEMENT BETWEEN YOU AND BARTON, (iii) YOUR PERFORMANCE OR CESSATION OF ASSIGNMENTS FOR BARTON AND ITS CLIENTS, OR (iv) THE RELATIONSHIP BETWEEN THE PARTIES, WILL BE DECIDED BY A SINGLE ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION AND NOT BY A JUDGE OR JURY (“Arbitration Agreement”). If for any reason the FAA does not apply, the state law governing arbitration agreements in the state where you last performed services under the Client Services Agreement shall apply. The arbitration will be administered by the American Arbitration Association (“AAA”), under its then-current Commercial Arbitration Rules (“AAA Rules”) (the AAA Rules are available via the internet at www.adr.org/commercial or by using a service such as www.google.com to search for “AAA Commercial Arbitration Rules”); provided, however, that if there is a conflict between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall govern. This Arbitration Agreement applies to any covered dispute or claim that Barton may have against you or that you may have against Barton and/or any of its: (1) parents, subsidiaries, or affiliates; (2) officers, directors, members, employees, or agents; (3) “d/b/a’s”; (4) future affiliates; (5) Clients and Clients’ officers, directors, members, employees, agents, or affiliates; and (6) predecessors, successors, or assigns. Each and all of the individuals and/or entities listed in (1)

through (6) of the preceding sentence may enforce this Arbitration Agreement as a direct or third-party beneficiary. You and Barton specifically acknowledge and agree that nothing in this Arbitration Agreement, including without limitation referencing the types of claims covered or mentioned by this Arbitration Agreement, is intended in any way to create an employment relationship or imply that you are an employee of Barton or any of its Clients.

(b) Except as otherwise provided, this Arbitration Agreement covers, among other things, common-law, tort, statutory, and other claims based upon or related to discrimination, harassment, retaliation, defamation, breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, data privacy, unfair competition, worker classification, wages, minimum wage and overtime or other compensation or any monies claimed to be owed, meal breaks and rest periods, termination, tort claims, common-law claims, equitable claims, and any federal, state, or local statutes addressing these subjects or similar subjects. To the extent the parties have both arbitrable and non-arbitrable disputes that are related, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration.

(c) You and Barton waive any right for any dispute to be brought, heard, decided, or arbitrated as a class action, collective action, and/or representative action, including but not limited to actions under the Private Attorney General Act, Cal. Lab. Code § 2699 et seq. ("Class Action Waiver"), and the arbitrator will have no authority to preside over any class, collective, or representative action.

(d) You and Barton agree that any dispute regarding the interpretation, applicability, or enforceability of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable will also be resolved by an arbitrator, and not the court. However, the preceding sentence does not apply to the Class Action Waiver. Any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and

not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. Nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

(e) This Arbitration Agreement does not cover any claims or disputes that may not be subject to arbitration under controlling law. Nothing in this Arbitration Agreement prevents you from filing a claim or complaint with governmental administrative agencies, including without limitation the U.S. Equal Employment Opportunity Commission and National Labor Relations Board, and Barton will not retaliate against you for filing any such claim or complaint. And this Arbitration Agreement does not prevent or prohibit you in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse. Additionally, both you and Barton may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, including without limitation a controversy under the Client Services Agreement, on the ground that without such relief the Arbitration Agreement may be rendered ineffectual; provided, however, that all determinations of final relief shall be decided in arbitration, and the pursuit of the temporary or preliminary injunctive relief shall not constitute a waiver of rights under this Arbitration Agreement.

(f) You and Barton agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and Barton therefore agree that, before either you or Barton demands arbitration, we will personally meet and confer over email (and telephone or videoconference, if requested by the responding party) in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. The party initiating the claim

("claimant") shall initiate the informal dispute resolution process by sending an email to the responding party ("respondent"). If you are the claimant, you must send an email to Provider.Dispute.Resolution@bartonassociates.com and include your name, address, the name of your recruiter, and a brief description of your claim and requested relief. If Barton is the claimant, it will send an email to your email address on record, as well as a brief description of its claim and requested relief. The parties shall attempt to resolve their dispute over email. The claimant shall provide copies of any documents requested by the respondent that are reasonably necessary to evaluate the merit and value of the claim. At the respondent's request, the parties shall also participate in an individualized telephone or videoconference to resolve their dispute. If you are represented by counsel, your counsel may participate in the telephone or videoconference, but you shall fully participate as well. The informal dispute resolution process shall be completed within 60 days of notice of the dispute, unless the parties agree to an extension. Neither party may commence arbitration before the expiration of the 60-day period. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process. Engaging in this informal dispute resolution process is a requirement that must be fulfilled before commencing arbitration.

(g) Unless applicable law provides otherwise, you and Barton shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, but your share of such fees and costs will not exceed the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. Barton shall pay any costs uniquely associated with arbitration, such as payment of the fees of the arbitrator, as well as room rental. Each party will pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to the prevailing party as provided by law and/or in accordance with any written agreement between the parties regarding attorneys' fees. To the extent permitted by law, the arbitrator may also

award fees and costs if it finds that a claim or defense (1) was presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) was not warranted by existing law or is frivolous; or (3) the factual contentions do not have evidentiary support. An arbitrator, and not an arbitration administrator, will resolve any disputes regarding costs/fees associated with arbitration.

(h) The arbitration will take place in Boston, Massachusetts. But if governing law requires that the arbitration take place in a location that is more convenient for you, then the arbitration will take place in the county and state where you last performed services under the Client Services Agreement, unless the parties agree otherwise.

(i) The arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Each party is entitled to adequate discovery consistent with the goal of a streamlined and efficient arbitration process, and the arbitrator will have exclusive authority to decide any issues about discovery based on the arbitrator's determination about what discovery is warranted by the circumstances of the case. The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses. Either party may file a motion to dismiss and/or a motion for summary judgment and the arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator will issue an award by written opinion, which will include the factual and legal basis for the award, within thirty (30) days from the date the arbitration hearing concludes or the post hearing briefs (if requested) are received, whichever is later.

(j) Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration.

(k) The arbitration shall be confidential to the extent permitted by law, and the arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

(l) Arbitration is not a mandatory condition of your contractual relationship with Barton, and therefore you may submit a statement notifying Barton that you wish to opt out and not be subject to this Arbitration Agreement. To opt out, you must notify Barton in writing of your intention to opt out by sending a letter, by First Class Mail, to the Barton Legal Department, 300 Jubilee Drive, Peabody, MA 01960. Any attempt to opt out by email will be ineffective. The letter must state your intention to opt out. To be effective, your opt-out letter must be postmarked within 30 days of the effective date of this Arbitration Agreement, which is the date of the Placement Order on which this Arbitration Agreement is referenced. The letter must be signed by you, and not by any agent or representative. The letter may opt out, at most, only one contractor, and letters that purport to opt out multiple contractors will not be effective as to any. No contractor (or their agent or representative) may effectuate an opt out on behalf of other contractors. If, at the time of your receipt of this Arbitration Agreement, you were bound by an existing arbitration agreement with Barton, that arbitration agreement will continue to apply to any pending litigation, even if you opt out of this Arbitration Agreement. For the sake of clarity, you will not have multiple opportunities to opt out of arbitration with Barton, unless the parties so agree in writing. If you opt out as provided in this paragraph, you will not be subject to any adverse action from Barton as a consequence of that decision and you may pursue available legal remedies without regard to this Arbitration Agreement. If you do not opt out within 30 days of the effective date of this Arbitration Agreement, which is the date of the Placement Order on which this Arbitration Agreement is referenced, you and Barton shall be deemed to have agreed to this Arbitration Agreement.

(m) This Arbitration Agreement cannot be terminated, except in a writing signed by both you and Barton. Barton may modify this Arbitration Agreement by sending you notice of the modified Arbitration Agreement before the date the

modified agreement becomes effective. If you disagree with the modified Arbitration Agreement, you may terminate your relationship with Barton as provided herein. If you do not terminate your relationship with Barton before the date the modified Arbitration Agreement becomes effective, your continued performance of any services or engagements under the Client Services Agreement and this Arbitration Agreement will constitute acceptance of the modified Arbitration Agreement.

(n) Except as specifically provided above, if any part of this Arbitration Agreement is declared unlawful or unenforceable, the remainder of this Arbitration Agreement shall remain in full force and effect.

(o) Notwithstanding anything to the contrary in the Client Services Agreement or any other agreement between you and Barton, in the event of any conflict or inconsistency between or among the terms and conditions of this Arbitration Agreement and the Client Services Agreement (or any other agreement between you and Barton), the terms and conditions of this Arbitration Agreement control and govern in all respects.