

MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement (“Agreement”) is entered into between Ascent Talent, Model, Promotion Ltd. (“Company”) and the undersigned employee (“Employee”). In consideration of the mutual agreements to arbitrate contained herein, and in consideration of the Employee’s employment or continued employment by the Company, the Company and Employee voluntarily agree that any and all disputes, controversies or claims (“Claims”) arising out of or related to the Employee’s application for employment, employment, or termination of employment with the Company, or otherwise, shall be submitted to and resolved through confidential final and binding arbitration under the JAMS Employment Arbitration Rules and Procedures in effect at the time the claim is made, and in accordance with the Federal Arbitration Act. A copy of the current rules and procedures are provided concurrently herewith if the Employee elects (and Employee hereby acknowledges the opportunity to review the rules prior to signing this Agreement), and may also be provided in the future by contacting the Company or visiting <http://www.jamsadr.com/rules-employment-arbitration>.

This Agreement is intended to cover and includes, but is not limited to, any and all Claims for wage and hour violations, discrimination, harassment, retaliation, misrepresentation, sexual harassment or hostile work environment, wrongful termination in violation of public policy, breach of contract, negligence, tortious interference, intentional infliction of emotional distress, defamation, misappropriation of trade secrets, unfair competition or business practices, fraud, and any other violation of any federal, state or local law, statute, regulation or ordinance. This Agreement covers Claims against the Company as well as any past or present affiliates, and against any current and former employees, agents, principals, shareholders, partners, members, officers and directors of the Company or of any affiliates, involving matters occurring in the course or scope of the Company’s business or otherwise. **THE COMPANY AND EMPLOYEE AGREE THAT CLAIMS COVERED UNDER THIS AGREEMENT WILL NOT BE SUBJECT TO TRIAL BY JURY OR BY A COURT OF ANY JURISDICTION. IN ADDITION, EMPLOYEE WAIVES ANY CLAIM TO CLASS OR COLLECTIVE RELIEF, AND AGREES TO PROCEED INDIVIDUALLY FOR ALL CLAIMS IN ARBITRATION. EMPLOYEE WAIVES ANY AND ALL RIGHT TO HAVE A CLAIM BROUGHT, HEARD OR ARBITRATED AS A CLASS OR COLLECTIVE ACTION.**

This Agreement shall not include Claims under the National Labor Relations Act, Private Attorney General Act, Workers’ Compensation claims, Unemployment Insurance and Benefits claims, claims based upon a pension or benefit plan which contains an arbitration or other dispute resolution procedure, and any Claims within the jurisdiction of a small claims court, all of the foregoing if and only to the extent that such Claims cannot be compelled to be submitted to mandatory arbitration under applicable law. Nothing in this Agreement constitutes a waiver of the Employee’s right to file a charge or complaint with the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, or any other federal, state or local administrative agency. However, any litigation arising from such administrative charges or complaints shall be subject to mandatory arbitration under this Agreement. Nothing in this Agreement precludes either Company or the Employee from seeking appropriate interim injunctive relief pursuant to applicable federal or state law before or while arbitration proceedings are pending, or precludes bringing a claim in a court of competent jurisdiction to compel arbitration under this Agreement.

The Company or Employee shall initiate the arbitration process by delivering a written request for arbitration to the other party within the applicable federal or state statute of limitations that would apply to the filing of a civil action with the subject claims. The notice shall be delivered to the other party via registered, return receipt mail. In the case of the Company, the written notice should be sent to Steve Weiner, President, Ascent Talent, Model, Promotion Ltd., 8939 S. Sepulveda Boulevard, Suite 110-776, Los Angeles, CA 90045, or to such other address as the Company shall notify you of in advance in writing.

Employee's signature below constitutes Employee's acceptance of and agreement to be bound by all the terms and provisions of this Agreement. The issuance of this Agreement is deemed the Employer's acceptance of and agreement to be bound by all its terms and provisions.

The Company and Employee each have the right to representation by counsel with respect to arbitration of any Claim under this Agreement. A single neutral arbitrator shall be selected by agreement between the Company and Employee in accordance with the JAMS rules, and from the JAMS panel of specialists. To the extent applicable in civil actions (and unless modified by the JAMS rules), all rules of civil procedure before and during trial shall apply and be observed in the arbitration, including, but not limited to, all rights to conduct discovery, to file motions (including a motion for summary judgment), designate expert witnesses, present evidence, and examine and cross-examine witnesses. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded and the applicable statute of limitations, and the arbitrator may not invoke any basis, including, but not limited to, notions of "just cause," 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. The arbitrator shall conduct a full hearing at which the parties shall be entitled to present evidence, and examine and cross-examine witnesses. The arbitrator shall issue a written decision with the essential factual findings and conclusions of law upon which any award is based within thirty days from the date that the arbitration hearing concludes or the post-hearing briefs (if requested) are filed, whichever is later. The arbitrator shall have authority to award equitable relief, damages, attorneys' fees, costs, and interest to the extent permitted by law, including, but not limited to, any remedy or relief that a governing court could lawfully order.

To the extent otherwise required by law, any arbitration costs and fees that the Employee would not be required to bear if the Employee were free to bring an action in court, shall be paid by the Company. For purposes of clarification, any filing fee or administrative fee required by JAMS shall be paid by the Employee to the extent such fee does not exceed the initial filing fee to commence an action in a state court or United States District Court with jurisdiction over the Claims, whichever is the lesser (the amount of such fee in excess of that amount will be paid by the Company); thereafter, the administrative fees required by JAMS and the fees of the arbitrator for his or her services will be paid by the Company. Nevertheless, neither party shall be responsible for the other party's attorneys' fees and costs absent an award of such fees by the arbitrator. The Company and Employee shall be equally bound by any decision of the arbitrator. Except as otherwise indicated above, the arbitrator shall have sole and exclusive authority to resolve all claims between the parties, including the arbitrability of the claims.

The obligations set forth in this Agreement shall survive the termination of the Employee's employment with Company. Should any term or provision, or portion thereof, of this Agreement be declared void or unenforceable, in whole or in part, it shall be severed to the extent necessary to bring the provision within the applicable requirements of the law and the remainder of this Agreement shall be enforceable. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. This Agreement supersedes any and all prior arbitration agreements entered into between the Company and Employee, and can only be modified or revoked by a written agreement signed by both parties hereto which specifically states that the parties both intend to modify or revoke this Agreement.

Nothing in this Agreement will be construed to create any express or implied contract of employment, or will alter, change or modify the at-will nature of the Employee's employment with Company.

PLEASE READ THESE PROVISIONS CAREFULLY. BY SIGNING BELOW, YOU ARE ATTESTING THAT YOU HAVE READ AND UNDERSTOOD THIS DOCUMENT, AND ARE KNOWINGLY AND VOLUNTARILY AGREEING TO THESE TERMS.

Employee Name

Employee Signature

Date

