

EMPLOYEE MEDIATION AND ARBITRATION AGREEMENT

This Agreement was made this ___ day of _____ 20___, between **FIRSTLANTIC HEALTHCARE INC.**, a Florida corporation (“the Company”) and _____, (“the Employee”), in consideration of employment or continued employment of the employee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged:

PREAMBLE: Although the Company greatly values its relationships with its employees, it realizes that no matter how hard it tries, an occasional difference may occur between it and an employee. The Company desires to avoid the loss of productive time, high expenses and bad emotional feelings which can result from these differences and which are caused by litigation.

DEFINITIONS: The following terms shall have the following meanings:

“Employee” shall mean the person signing this Agreement, including the person’s heirs, personal representative, agents and assigns.

“Company” shall mean **FIRSTLANTIC HEALTHCARE INC.**, a Florida corporation, including all of its subsidiary and affiliated entities under whatever name it conducts business, including all former, current, and future officers, directors and employees of all such entities, in their capacity as such or otherwise; all benefit plans and their sponsors, fiduciaries, administrators, affiliates and agents, in their capacity as such and otherwise; and all successors and assigns of any of them.

1. **AGREEMENT TO MEDIATE:** Mediation is a non-binding dispute resolution process by which the Employee and the Company can attempt to resolve a dispute by mutual agreement. The Employee and the Company agree to first mediate any Designated Claim. The Employee and the Company agree to first resolve any and all disputes involving a Designated Claim by making a written request to mediate, to Bart Delsing, COO, FirstLantic Healthcare, Inc., 2605 W. Atlantic Avenue, Building A202, Delray Beach, FL 33445. The Parties will then agree to a face to face meeting within 30 days in an effort to resolve any dispute concerning a Designated Claim.

2. **AGREEMENT TO ARBITRATE:** Arbitration is a binding dispute resolution process by which the Employee and the Company submit their respective positions to an impartial Arbitrator who resolves a Designated Claim. Except as otherwise provided in this Agreement, the Employee and the Company hereby consent to the resolution by binding arbitration of all Designated Claims. Employee or Company can initiate the arbitration process by filing a written claim with the Company and sending a copy of the claim along with this Agreement to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, phone: 877-495-4185, email: casefiling@adr.org.

3. **ARBITRATION PROCEDURES:** An Arbitration pursuant to this Agreement shall be conducted in accordance with the procedures set forth in the American Arbitration Association’s Rules and Procedures for the resolution of employment disputes.

4. **DESIGNATED CLAIMS:** Designated Claims covered by this Agreement include all claims for which a Federal or State court is empowered to grant relief, whether or not arising out of, relating to, or associated with the Employee’s employment with the Company and

(Employee)

(Company)

specifically includes but are not limited to, claims for wages or other compensation; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination or harassment on bases which include but are not limited to race, sex, gender, sexual orientation, religion, national origin, age, marital status, disability or medical conditions; claims for benefits, (except as excluded in paragraph 7) and claims for violation of any Federal, State or other governmental constitution, statute, ordinance, regulation, or public policy including but not limited to claims, demands, or actions under Title VII of the Civil Rights Act of 1964, The Civil Rights Acts of 1866 and 1991, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Rehabilitation Act of 1973, the American with Disability Act of 1990, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1983, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act of 2002, and all amendments, and their state law equivalents, including the Florida Civil Rights Act. The purpose and effect of this Agreement is to substitute arbitration as the sole forum for resolution of the claims between the Employee and the Company. All responsibilities of the parties under the statute applicable to the claims shall be enforced through arbitration.

5. **CLAIMS NOT COVERED BY THIS AGREEMENT:** This Agreement does not apply to or cover claims for Worker's Compensation or Unemployment Benefits; claims resulting from the default of any obligation of the Company or the Employee under a loan agreement, claims for injunctive and/or other equitable relief for alleged violations of a restrictive covenant, intellectual property violations.

6. **NEUTRAL MEDIATOR OR ARBITRATOR:** Any Arbitration of Designated Claims shall be conducted by a single, neutral mediator/arbitrator selected in accordance with the rules of the American Arbitration Association.

7. **INDIVIDUAL CLAIMS:** The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The Arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

8. **LOCATION OF ARBITRATION;** The parties agree that any arbitration shall be held in the offices of the American Arbitration Association which is closest to the residence of the Employee at the time of employment with the Company.

9. **FEES AND COSTS:** The Company will pay reasonable costs of arbitration including filing fees and Arbitrator expenses. Each party shall pay for each party's attorneys' own fees and costs, if any. Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.

10. **POWERS OF ARBITRATOR:** The award rendered by the Arbitrator shall be in writing and shall be signed by the arbitrator. The Arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The Arbitrator may, at his/her discretion; permit the prevailing party to recover fees and costs to the extent permitted by applicable law. Judgment on the award entered by the arbitrator may be entered by any Court having jurisdiction over the award.

(Employee)

(Company)

11. **GOVERNING LAW:** All arbitrations covered by this Agreement shall be adjudicated in accordance with laws of the State of residence of the Employee at the time of employment with the Company.

12. **EXCLUSIVE REMEDY:** For claims covered by this Agreement, arbitration is the parties' exclusive legal remedy. By signing this Agreement, the Employee and the Company waive any right to have the claims covered by this Agreement litigated in a court or by jury trial.

13. **CONSIDERATION:** In addition to any other consideration of employment or continued employment, each party's promise to resolve claims by arbitration in accordance with the provisions of this Agreement rather than through the courts or other bodies is consideration for the other party's like promise.

14. **NOT AN EMPLOYMENT AGREEMENT:** This Agreement is not and shall not be construed to create any contract of employment, express or implied, nor shall this Agreement be construed in any way to change the status of the Employee from that expressed in the separate Employment Agreement between the Company and the Employee.

15. **TERMS, MODIFICATIONS AND REVOCATION:** This Agreement shall survive the Employer-Employee relationship between the Company and the Employee and shall apply to any covered claim whether it arises or is asserted during or after termination of the Employee's employment with the Company or the expiration of any benefit plan. This Agreement can be modified or revoked only by a writing, signed by the Employee and the Company that references this Agreement and specifically states an intent to modify or revoke this Agreement. This Agreement cannot be orally changed, modified or revoked and cannot be modified by conduct of the parties.

16. **SEVERABILITY:** If any term or provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, it shall be severed from this Agreement and the remainder of this Agreement shall be enforceable.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES CAREFULLY READING THIS AGREEMENT UNDERSTANDING ITS TERMS, AND ENTERING INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

By: _____

FIRSTLANTIC HEALTHCARE INC.

By: _____
Its: _____

Date: _____

Date: _____

(Employee)

(Company)