

ARBITRATION AGREEMENT — EMPLOYEE COPY

Car Wash Enterprises, Inc. (the “Company”) and I hope that our employment relationship will be mutually rewarding. However, we recognize that differences may arise during or following my employment. I understand and agree that this Agreement is a condition of my employment with the Company. I also understand and agree that by entering into this Arbitration Agreement (“Agreement”), the Company and I will gain the benefits of a speedy, impartial, and cost-effective dispute-resolution procedure. Therefore, the Company and I agree as follows:

1. We will resolve by final and binding arbitration all claims or disputes which a court otherwise would be authorized by law to resolve arising out of my employment or its termination. This includes, but is not limited to, claims for wages, commissions, bonuses, or other compensation due; claims for breach of any contract, express or implied; tort and personal injury claims; claims for employment discrimination under any local, state, or federal law, including but not limited to claims based on race, gender, religion, disability, national origin, sexual orientation, age, veteran or marital status, or any other characteristic that is protected under applicable law; claims for benefits (except as excluded in paragraph 2); claims for violation of any public policy, or federal, state or local laws, statutes, ordinances or regulations; wrongful discharge claims; whistle-blower claims; and retaliation claims.
2. However, this Agreement does not cover claims for sexual assault, sexual harassment, or other sexual misconduct unless I expressly agree to arbitrate such claims. Nor does it cover workers’ or unemployment compensation claims or claims arising out of a retirement, pension, group insurance, or other employee benefit plan, the terms of which contain an arbitration or other non-judicial claims, appeal or dispute resolution procedure, in which case the provisions of such plan shall apply. This Agreement does not prohibit me from filing a charge or complaint with the Equal Employment Opportunity Commission, any state or local equal employment opportunity agency, or the National Labor Relations Board. Also not covered are claims by either party for injunctive, declaratory and/or other equitable relief for unfair competition, the violation of a non-compete agreement, and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which we both expressly agree that either party may seek and obtain relief from a court of competent jurisdiction.
3. We are both knowingly and voluntarily waiving our rights to pursue covered claims in court before a judge or jury, and instead will pursue them only through binding arbitration. We agree that final and binding arbitration under this Agreement shall be our sole and exclusive remedy for any covered claims.
4. We agree that the aggrieved party shall give written notice of any claim to the other party and request arbitration within the time limits that would apply to the filing of a civil lawsuit for the type of claim alleged. We agree that a late notice of claim will have the same effect as a late filing of the same claim in a civil lawsuit. I will send my written notice to the attention of the Company’s general counsel. The Company will give me written notice at the last address recorded in my personnel file. The notice shall state the nature of all claims asserted, the underlying facts, and the relief sought.
5. Arbitration shall be held in Seattle, Washington, or another mutually agreed upon location, in accordance with the then-current Employment Dispute Resolution Rules (the “Rules”) of the American Arbitration Association (“AAA”), before an arbitrator who is licensed to practice law in the State of Washington (the “Arbitrator”) and who is either mutually selected or selected by the

parties in accordance with the AAA rules. The AAA Rules can be found at the AAA's website, www.adr.org/aaa. We both have the right to be represented by an attorney at our own expense.

6. The Arbitrator shall conduct the arbitration proceedings in such a manner and pursuant to such rules as the Arbitrator determines are most expeditious and reasonable. The Arbitrator shall be authorized to order both of us to conduct reasonable and adequate discovery to enable each party to adequately arbitrate their claims, including allowing access to documents and witnesses. The Arbitrator also shall have the authority to enter appropriate protective orders to preserve the confidentiality of sensitive information.

7. The party requesting arbitration will pay the filing fee to the AAA (or another mutually agreed upon alternative dispute resolution service). If the filing fee is more than the fee for filing a Superior Court civil claim, the Company will reimburse me for the difference. . In return for my agreement to arbitrate my claims, the Company shall pay all the other costs of the arbitration, including other fees and costs charged by the arbitration service and the Arbitrator, and any other fees and costs that are unique to the arbitration process. If either party prevails on a claim which, under applicable law, entitles the prevailing party to attorneys' fees, or if there is a written agreement that allows the prevailing party to recover its attorneys' fees, the Arbitrator may award reasonable attorneys' fees to the prevailing party.

8. The Arbitrator shall apply applicable state and federal law, regulations, and court rulings when interpreting this Agreement and resolving any facts in dispute, in determining the rights and obligations of the parties (including burdens of proof), and in awarding any relief. The Arbitrator shall have exclusive authority to resolve any dispute relating to this Agreement or its interpretation, or covered claims arising out of, or relating to, my employment. The Arbitrator shall issue a written decision setting forth the essential findings of fact and conclusions of law. The Arbitrator may award the same types of relief that would otherwise be available if the claim had been brought through a civil court action. The decision or award by the Arbitrator shall be final and binding, subject to whatever limited judicial review is available under Washington State or federal laws related to the appeal of an arbitration award.

9. This is our complete agreement on the subject of arbitration of any covered claims. This Agreement shall not be construed against the Company because it drafted and prepared it. If any provision of this Agreement is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of the Agreement. In the event that legislation or court rulings modify the rules for arbitrating employment claims, such requirements may be included by the Arbitrator in this Agreement as if set forth in full herein, if doing so would ensure the validity of this Agreement.

10. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. I agree that I am employed "at-will".

11. This Agreement shall be governed by the laws of the State of Washington without reference to its choice of law principles.

12. I acknowledge that I have carefully read this Agreement, that I understand its terms, and that I sign it voluntarily.

EMPLOYEE

CAR WASH ENTERPRISES, INC.

Signature of Employee

Signature of Authorized Company Representative

Print Name of Employee

Title of Representative

Date _____

Date _____

Team Member COPY

ELECTRONIC SIGNATURE IS THE PREFERRED METHOD FOR ACKNOWLEDGMENT AND WILL BE SAVED DIGITALLY. WHEN PHYSICALLY SIGNING THIS STATEMENT, IT WILL BE RETAINED IN THE TEAM MEMBER'S PERSONNEL FILE AT THE CORPORATE OFFICE.

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EMPLOYEE

CAR WASH ENTERPRISES, INC.

Signature of Employee

Signature of Authorized Company Representative

Print Name of Employee

Title of Representative

Date _____

Date _____

EMPLOYER COPY

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