

## ARBITRATION AGREEMENT

### **READ THIS ARBITRATION AGREEMENT CAREFULLY. IF YOU ACCEPT IT, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE MEANS BY WHICH ANY DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED.**

**SCOPE OF AGREEMENT.** This Consumer Arbitration Agreement (“Agreement”) is entered into by the undersigned consumer/customer (“You” or “Customer”) and the Company, Alpha Omega Consulting Group, Inc. (“We” or “Company”). You and We agree that it applies to any and all claims, disputes, cases, or controversies between You and the Company or the Company’s employees, agents, independent contractors, successors, or assigns, including but not limited to any claims, torts, counterclaims, disputes, cases, or controversies arising from or relating, directly or indirectly, to this agreement and our other agreements, any relationships which result from our agreements or course of dealings, the performance or nonperformance of our agreements, our business relationships, our communications, and our transactions, no matter against whom made, and to claims or controversies about the applicability of this arbitration agreement and the validity of the entire agreement between the parties – all of which are referred to as “Disputes” and are to be construed in the broadest manner possible. You and We agree that this Agreement shall apply to and cover any and all prior and subsequent transactions between You and the Company. You and We agree that this Agreement covers all parties to any lawsuit to which the Company is or may become a party, but only the Company has standing to enforce this agreement to avoid piecemeal litigation.

**AGREEMENT TO ARBITRATE; EXCLUSIONS; PRESERVATION OF BANKRUPTCY RIGHTS AND JUDICIAL REMEDIES RELATED TO COLLATERAL.** You and We agree that all Disputes, as described above, shall be resolved by neutral binding arbitration by arbitrator(s) selected as described below. Any arbitration hearing at which You appear will take place at a location near your residence or at such other locations as You and We may agree on. The arbitration shall be conducted according to the rules of the National Arbitration Forum or the Judicial Arbitration and Mediation Service (“JAMS”).

Excluded from the agreement to arbitrate are any Disputes with an aggregate amount in controversy of less than the amount allowed in small claims court for the customers state, provided that You or We bring such claims individually against the other in small claims court or the court of least jurisdiction in the Customer's state, if any, and litigate them to a conclusion in that court.

Additionally, nothing in this agreement shall be construed to prevent either party’s use of bankruptcy, or the Company’s use of replevin, claim and delivery, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or property interests for contractual debts now or hereafter owed by either party to the other.

**CLASS ACTION WAIVER.** You agree to and do hereby waive any right you may have to litigate in court or to arbitrate any Dispute on a class-action basis, either as a representative or member of a class or as a private attorney general, or to otherwise pursue any Dispute in a class action or class arbitration. This waiver is referred to as a “Class Action Waiver.” Notwithstanding anything to the contrary in this Agreement, the validity and effect of the Class Action Waiver shall be determined exclusively by a court. Neither the arbitration administrator nor any arbitrator shall have the power or authority to waive, modify, or fail or refuse to enforce the Class Action Waiver, and any attempt to do so, whether by rule or policy, arbitration decision or otherwise, shall be invalid and unenforceable.

**NO JOINDER OR CONSOLIDATION.** You and We agree that claims brought by or against one Customer may not be joined or consolidated in one arbitration or litigation with claims brought by or against any other Customer.

**INTERSTATE COMMERCE.** The parties agree that this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act 9 U.S.C. § 1-16. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

**SELECTION OF ARBITRATOR(S) AND APPLICABLE RULES.** The arbitration will be by an arbitrator to be agreed upon between the parties, or, failing agreement, to a panel of three arbitrators, one to be appointed by the Company and one to be appointed by the Customer, and the third to be chosen by the two appointed arbitrators. The arbitration shall be conducted according to the rules of the National Arbitration Forum or JAMS. Information about how to contact the National Arbitration Forum or JAMS is included below.

**COSTS.** You and We agree that, despite any rule providing that any one party must bear the cost of filing and/or the arbitrator’s fees, all costs of the arbitrator(s) and all fees imposed by any arbitrator(s) hearing the dispute, will be shared equally between You and the Company, unless such payment of costs would impose a hardship upon You such that it would preclude you from vindicating your rights under applicable law. The arbitrator(s) will decide whether such a hardship exists. If the arbitrator(s) decide(s) that such a hardship exists, You and We agree that, despite any other rules providing that any one party must bear the cost of filing and/or the arbitrators’ fees, all costs of the arbitration and all fees imposed by any arbitrator(s) hearing the dispute, will be paid by the Company.

Initials \_\_\_\_\_

**APPLICABLE LAW.** The arbitrator(s) will apply the state or federal substantive law that would be applied by a United States District Court sitting where events giving rise to the claim took place. The arbitrator(s) has/have the authority to interpret and apply federal, state and/or local statutes and common law which govern your and the Company's respective claims and defenses. The arbitrator(s) does/do not have the authority to enlarge upon or add to, subtract from or disregard, or otherwise alter your rights or the Company's rights under such laws. If you prevail, you shall be entitled to all rights, remedies, and damages, as may be available to a prevailing party under those applicable laws.

There is and shall be no reduction or shortening of the statute of limitations for a given claim under this arbitration agreement. You are only required to request arbitration within the time period allowed by law covering this type of claim.

You and the Company both have the right to be represented by attorneys in the arbitration. Both you and the Company are allowed to conduct discovery. The same burdens of proof shall apply in the arbitration as in a court of law; and the arbitrator(s) is/are to apply the applicable law and the arbitrator(s) does/do not have the authority to enlarge upon or add to, subtract from or disregard or otherwise alter your or the Company's rights under such laws.

**MODIFICATIONS.** We agree this Consumer Arbitration Agreement may be modified only by a written agreement by you. The parties, by written agreement, may vary the procedures set forth in these rules.

**SIGNATURES.** This Agreement is valid if signed by the customer/consumer, even if not signed by the Company.

**SEVERABILITY; EXCEPTION TO SEVERABILITY.** Except as provided herein, if any part, clause, or condition of this Consumer Arbitration Agreement is held by a court or the arbitrator(s) to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, such shall not affect any other provision or portion hereof, which shall continue to be effective as though such invalid, inoperative, or unenforceable part, clause or condition had not been made, and all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible. If, however, the Class Action Waiver is deemed invalid or unenforceable with respect to any Dispute, then this arbitration agreement shall, upon election of either party, be invalidated and unenforceable in its entirety with respect to that Dispute.

**CONTACTING AN ARBITRATION ADMINISTRATOR.** The arbitration administrators referenced above can be contacted at the following to obtain any information regarding their arbitration procedures: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, (800) 474-2371, [www.arb-forum.org](http://www.arb-forum.org); or JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267, [www.jamsadr.com](http://www.jamsadr.com).

**THE CUSTOMER UNDERSTANDS THAT HE OR SHE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT, TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE LITIGATION, AND TO HAVE A JUDGE OR JURY DECIDE HIS OR HER CASE, BUT BY SIGNING THIS AGREEMENT CUSTOMER WAIVES ALL SUCH RIGHTS AND CHOOSES TO HAVE ANY DISPUTES DECIDED ONLY THROUGH ARBITRATION.**

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Signature of customer

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Date

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINTED Name

\_\_\_\_\_  
PRINTED Name