

AGREEMENT TO ARBITRATE

I realize that differences may arise between C2 Portfolio, Inc. ("C2") and me during or following the course of my employment with C2, and that those differences may or may not be related to my employment. I understand and agree that by entering into this Agreement to Arbitrate (the "Agreement"), I anticipate gaining the benefits of a speedy, impartial dispute resolution procedure.

I understand that the term "C2" in this Agreement is defined to include C2 Portfolio, any other entity that is a signatory to this Agreement including without limitation any client who may be a signatory to this Agreement, any subsidiary and affiliated entities, all benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them (collectively referred to as "C2"). The term "C2" shall not refer to any insurance carrier that provides any benefits with respect to the employment relationship.

Claims Covered by this Agreement: C2 and I agree to the resolution by arbitration of all claims, disputes or controversies ("Claims"), whether or not arising out of my employment, or its termination, that C2 may have against me or that I may have against C2 or against its officers, directors, employees or agents. The claims covered by this Agreement include, but are not limited to, Claims for wages or other compensation due; Claims for breach of any contract or covenant (express or implied); tort Claims; Claims for discrimination of any kind; Claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); and Claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except Claims excluded in the next paragraph.

Except for Claims that I may have for workers' compensation or unemployment compensation, C2 and I both agree that neither of us shall initiate or prosecute any lawsuit or administrative action in any way related to any Claim covered by this Agreement, other than as set out in this Agreement.

Required Notice of All Claims and Statute of Limitations: C2 and I agree that the one bringing a Claim must give written notice of any such Claim to the other party within six (6) months of the date that party first has knowledge of the event giving rise to the Claim. Otherwise, the Claim shall be void and deemed waived even if there is a federal or state statute of limitations that would have given more time to pursue such Claim.

Written notice to C2 Portfolio, or its officers, directors, employees or agents, shall be sent to its president at 14151 Newbrook Dr., Suite 120, Chantilly, VA 20151. I understand that I will be given notice at the last address recorded in my personnel file. It is my responsibility to update the address in my file as necessary.

The written notice shall identify and describe the nature of all Claims asserted and the facts upon which such Claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

Representation: Any party may be represented by an attorney or other representative selected by the party.

Discovery: Each party shall have the right to take the deposition of one individual and any expert witness designated by another party. Each party shall also have the right to make requests for production of documents to the other. The subpoena right specified below shall be applicable to discovery pursuant to this paragraph. Additional discovery may be had only where the arbitrator selected pursuant to this Agreement so orders, upon a showing of substantial need.

Designation of Witnesses: At least thirty days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration.

Subpoenas: Each party shall have the right to subpoena witnesses and documents for the arbitration.

Arbitration Procedures: C2 and I agree that, except as provided in this Agreement, any arbitration shall be in accordance with the then-current Model Employment Arbitration Procedures of the American Arbitration Association (“AAA”) before an arbitrator who is licensed to practice law in the state in which the arbitration is convened. The arbitration shall take place in or near the city in which I am or was last employed by C2.

AAA shall give each party a list of arbitrators drawn from its panel of labor-management dispute arbitrators. Each party shall have ten days to strike names to which they object, number the remaining names in order of preference, and return the list to AAA. If a party does not return the list within the specified time, all names will be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, AAA shall choose an arbitrator.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings. Either party, upon request at the close of the hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the arbitrator. The arbitrator shall render an award and opinion in the form typically rendered in labor arbitrations.

Arbitration Fees and Costs: C2 and I agree to share equally the fees and costs of the arbitrator. Each party will deposit funds for its share of the arbitrator’s fee, in an amount and manner determined by the arbitrator, ten days before the first day of the hearing. Each party shall pay its own costs and attorney’s fees, if any. However, if any party prevails on a statutory claim, which provides for payment of the prevailing party’s attorney’s fees, the arbitrator may award reasonable fees to the prevailing party.

Judicial Review: The decision of the arbitrator shall be final and binding. Both C2 and I acknowledge that in reaching decisions and in making awards, the arbitrator shall be bound by the standards and limitations of applicable law. We agree that the only grounds upon which a party can seek judicial review are fraud or the irrational implementation of applicable legal standards, such as a monetary award which is larger than could be awarded by a court.

Not an Employment Agreement: This Agreement is not, and shall not be interpreted to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the “at-will” status of my employment.

Voluntary Agreement

Voluntary Agreement: I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN C2 AND ME RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THE AGREEMENT ITSELF.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PERSONAL LEGAL COUNSEL AND HAVE AWAILED MYSELF OF THAT OPPORTUNITY TO THE EXTENT THAT I WISH TO DO SO.

C2 Portfolio, Inc.

Employee: _____
Printed Name

By: _____

Signature of Employee

Title of C2 Representative

Date: _____

Date: _____