

DRUG AND ALCOHOL POLICY
ACKNOWLEDGEMENT

I, the undersigned, have read and understand the Drug and Alcohol Policy located on pages 23 through 26 of the Employee Manual and agree to comply with all rules contained therein.

Employee Signature

Print Name

Date Signed

ACKNOWLEDGEMENT OF RECEIPT

I certify that I have received my copy of Aava Dental's Employee Handbook. I understand and agree that it is my responsibility to read, understand and adhere to Company policies and procedures and will familiarize myself with the contents of the handbook. If I have any questions or concerns, it is my responsibility to ask the Human Resources Manager.

I understand that, except for employment at-will status, any and all policies or practices, other than those which are legally mandated (i.e., how overtime is paid, etc.), can be changed at any time by the Company. Aava Dental reserves the right at its sole discretion to change my hours, wages and working conditions at any time, with or without prior notice. I understand and agree, that, other than the Owner of the Company, no manager, supervisor or representative of Aava Dental has authority to enter into any agreement for employment, other than at-will. Only the Owner has the authority to make any such agreement, and, then, only in a written agreement signed by the Owner and the employee.

I understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment, and, that, employment at Aava Dental is employment at-will; employment which may be terminated at the will of either the Company or myself, with or without cause and with or without notice. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Aava Dental and me concerning the duration of my employment and the circumstances under which my employment may be terminated. This supersedes all prior agreements, understandings and representations concerning my employment with Aava Dental and represents a final and binding agreement with respect to the "at-will" nature of the employment relationship.

I further understand and agree that all acts of discrimination, harassment, or illegal behavior must be brought to the attention of the owner and/or a manager immediately.

By using the Company's e-mail and Internet systems, I consent to this policy and the Company's right to monitor and access electronic information, including, but not limited to, e-mail and voice-mail communications.

A COPY OF THIS ACKNOWLEDGMENT SIGNED BY YOU WILL BE KEPT IN YOUR PERSONNEL FILE.

Print Name: _____

Employee's Signature _____

Date _____

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

1. Aava Dental (“the Company”) utilizes a system of alternative dispute resolution to resolve all disputes that arise out of the employment context. This system involves first attempting to resolve disputes by good faith negotiation, and if that is not successful by submitting the matter to binding arbitration. Because of the mutual benefits that this system of alternative dispute resolution can provide to both me and the Company (such as reduced expense, increased efficiency and earlier resolution of disputes) to the maximum extent permitted by law, I, _____, and the Company agree that, except as noted below, any controversy, claim or dispute arising out of or related to my employment with the Company or the termination thereof (“**Claims**”) which I and the Company cannot resolve informally and internally, and is in excess of the jurisdictional limit for small claims court shall be submitted to final and binding arbitration in accordance with the following procedure:
 - (a) Any and all Claims shall be submitted to final and binding arbitration before a single arbitrator who, unless otherwise agreed between me and the Company, shall be a retired judge or justice of the California Superior Court or Court of Appeal. The arbitrator shall be selected in accordance with the Judicial Arbitration and Mediation Service’s (“JAMS”) selection procedures in effect at the time. If the Parties are unable to agree upon an arbitrator within 21 days, then JAMS will attempt to facilitate the selection, but if necessary shall appoint an arbitrator for them. The arbitrator shall be subject to disqualification on the same grounds as would apply to a judge sitting in a California Superior Court. Either party may initiate arbitration proceedings by filing a demand for arbitration with JAMS in Orange County, California.
 - (b) The arbitration shall be administered by JAMS in Orange County, California, pursuant to its then-prevailing Employment Arbitration Rules and Procedures and subject to the JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, which is currently available at <http://www.jamsadr.com/rules-employment-arbitration/>, and should JAMS revise either of these Rules or Policy the version that is current at the time of the dispute will control.
 - (c) The arbitrator shall have the authority to grant any relief authorized by law.
 - (d) The arbitrator shall have exclusive authority to resolve all Claims covered by this arbitration agreement, and any dispute relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, including, without limitation, any Claim that all or any part of this arbitration agreement is void or voidable. All issues involving the arbitrability of a dispute shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

- (e) The parties shall be entitled to conduct discovery in the manner provided in the California Code of Civil Procedure Section 1283.05, as the same may hereinafter be amended.
- (f) The Company will pay all arbitration fees, deposits and administrative costs assessed by JAMS. However, each party shall pay its own attorney's fees. The arbitrator's authority to award attorneys' fees, expert witness fees and costs to the prevailing party shall not be any greater or any less than that which would have been afforded the court had the matter been heard before a court. The Claims covered by the above include, without limitation, Claims for wrongful termination, unpaid wages or compensation, breach of contract, torts, violation of public policy; Claims for harassment or discrimination (including, without limitation, race, sex, religion, national origin, age, marital status, medical condition, disability or sexual orientation); Claims for benefits (except where an employee benefit or pension plan specifies a procedure for resolving Claims different from this one); Claims for physical or mental harm or distress; all other employment related Claims under any federal, state or other governmental law, statute, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1965, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act and any other statute or law relating to an employee's relationship with the employer; and Claims related to the employment letter agreement executed by me on the date of this arbitration agreement and the Proprietary Information and Invention Assignment Agreement executed by me on the date of this arbitration agreement. However, Claims for workers' compensation benefits and unemployment compensation benefits are not covered by this arbitration agreement, and such Claims may be presented to the appropriate court or government agency.
- (g) Notwithstanding this agreement to arbitrate, neither party waives the right to seek through judicial process preliminary injunctive relief to preserve the status quo or prevent irreparable injury before the matter can be heard in arbitration.
- (h) Except as otherwise required under applicable law, (1) Company and I expressly intend and agree that class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (2) Company and I agree that each will not assert class action or representative action claims against the other in arbitration or otherwise; and (3) each of Company and I shall only submit our own, individual claims in arbitration and will not seek to represent the interests of any other person.
- (i) The parties agree and understand that the arbitrator shall not consolidate claims of different employees into one proceeding. Nor shall the arbitrator have the power to hear arbitration as a class or collective action. (A class or collective action involves representative members of a large group, who claim to share a common interest, seeking relief on behalf of the group.)

- (j) The arbitrator shall issue a written arbitration decision stating the arbitrator's essential findings and conclusions on which any award is based. A party's right for review of the decision is limited to grounds provided under applicable law.
 - (k) The parties agree that the arbitration shall be final and binding, and any arbitration award shall be enforceable in any court having jurisdiction to enforce this arbitration agreement.
2. BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH THE COMPANY AND I GIVE UP ALL RIGHTS TO TRIAL BY JURY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.
 3. I agree that this agreement to arbitrate shall survive the termination of my employment with the Company, and shall apply to any claim whether it arises or is asserted during or after my employment with the Company.
 4. If any part of this agreement to arbitrate is found to be void or otherwise unenforceable, the remaining portion of this agreement to arbitrate shall continue in full force and effect.
 5. This is the complete agreement between me and the Company on the subject of arbitration of disputes. This agreement supersedes any prior or contemporaneous oral or written understanding on the subject. This agreement cannot be changed unless in writing, signed by me and the President of the Company.

AGREED TO AND ACCEPTED:

_____ Dated: _____
 (Employee Signature)

 (Please Print Full Employee Name)

_____ Dated: _____

By: _____
 Aava Dental