Arbitration Agreement

This Arbitration Agreement ("Agreement") is a legally binding contract that affects Your rights. You are free to seek legal advice and are advised to take the time needed to make sure You understand this Agreement before You sign it.

In this Agreement "You" and "Your" refer to the person who signs it and "Company" means Arrow Truck Sales, Inc., and any and all subsidiaries or related companies. "Legal Claims or Controversies" means all claims and causes of action of any kind whatsoever that You or the Company have or may in the future have, arising out of or relating to: (i) Your compensation and/or benefit plans with the Company; (ii) Your application or candidacy for employment; (iii) termination of Your employment by You or the Company; (iv) any claims at any time during Your employment with Company; (v) the Company's decisions affecting the conditions of Your employment, including but not limited to Your job requirements, position, and pay; (vi) Your employment by a third party providing services or manpower to the Company; (vii) any occupational disease or injury You suffer during Your employment that is not subject to the exclusivity provisions of a jurisdiction's workers' compensation laws.

"Legal Claims or Controversies" also includes, but is not limited to, any claims arising out of or related to Title VII of the Civil Rights Act of 1964; the Post Civil War Rights Acts (42 U.S.C. §§ 1981-1988); the Age Discrimination in Employment Act (including applicable provisions of the Older Workers' Benefit Protection Act); the Equal Pay Act; the Fair Labor Standards Act; the Americans with Disabilities Act; the Family Medical Leave Act; and all other federal, state, local or other laws, including, but not limited to, all common law, contract, statutory and tort claims; all claims related to wages or compensation; and all claims of wrongful discharge and employment discrimination, harassment and retaliation.

You and the Company mutually agree to settle any and all Legal Claims or Controversies You may have against the Company, its agents, employees, officers, subsidiaries, affiliates, directors, shareholders, benefit plan fiduciaries and any other persons, exclusively by final and binding arbitration; You and the Company mutually agree to settle any and all Legal Claims or Controversies the Company may have against You by final and binding arbitration; provided, however, that either party may pursue a temporary restraining order and/or preliminary injunctive relief in a court of law, with expedited discovery where necessary, to protect trade secrets or confidential information, to prevent unfair competition, and/or to enforce any agreements related to same until such time as an arbitration of all issues and final relief can be conducted. Claims covered by this Agreement must be pursued in an individual claimant proceeding and not as part of a collective or class action.

This Agreement does not prohibit You from filing or cooperating in a charge before a federal administrative agency (including but not limited to the United States Equal Employment Opportunity Commission (EEOC) or the National Labor Relations Board (NLRB)) and/or state and local administrative agencies without

pursuing private litigation. Workers compensation claims and claims for unemployment benefits are excluded from this Agreement.

The Company is engaged in transactions involving interstate commerce and Your employment involves such commerce. This Agreement will be controlled by and enforced pursuant to the Federal Arbitration Act (FAA), except that state law may be applied where necessary to make this Agreement enforceable if the FAA does not apply.

The arbitration will be conducted by the American Arbitration Association (AAA), in accordance with its employment dispute resolution rules unless the parties mutually agree in writing to use another arbitration service. The arbitration will be in front of one arbitrator. The arbitrator shall be duly licensed to practice law in the state where the claim arises. Each party will be allowed at least two (2) depositions, but the arbitrator may permit additional depositions in his or her discretion. Upon request of either party, and at the expense of the requesting party, at the conclusion of the arbitration, the arbitrator shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. No arbitrator will have authority to render a decision that contains an outcome which is contrary to prevailing state or federal law, or to fashion a cause of action or remedy not otherwise provided for under applicable state or federal law. Any dispute over whether the arbitrator failed to comply with the foregoing will be resolved in a court of law. Company will pay the arbitration costs and arbitrator's fees (excluding attorney's fees and costs), subject to a final arbitration award on who if any party, should bear arbitration costs and fees in accordance with applicable law.

In addition to the above-stated terms, You agree to the following provisions that affect Your rights:

- By signing this Agreement, You are not waiving any substantive rights or types of permitted recovery under applicable law. However, this Agreement requires certain procedures and prohibits the use of other procedures typically allowed in the court system.
- Each party will bear its own attorney's fees and costs unless otherwise awarded by the arbitrator when required under applicable substantive law.
- All proceedings shall be conducted in the county and state where You are or were employed by Company.
- **THE PARTIES EXPRESSLY WAIVE A TRIAL BY JURY FOR ALL LEGAL CLAIMS OR CONTROVERSIES COVERED BY THIS AGREEMENT.**
- The parties expressly waive the right to participate in a representative capacity or as a member of any class of claimants pertaining to any Legal Claims or Controversies.
- All other rights, remedies, exhaustion requirements, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration.

You acknowledge that You have executed this Agreement: (a) if You are applying for employment as an inducement to the Company to receive and consider Your application and potentially permit you to perform services or work; (b) as an inducement to the Company to permit you to perform services or work for the Company if You are employed by a third party; and (c) if You are employed by the Company, as a condition of Your continued employment and in exchange for being eligible to receive an annual raise and for receipt of an annual raise.

To indicate Your acceptance, please sign below.

By signing below, I (_____) understand and agree,
please print name clearly
of my own free will, to the terms described above with full knowledge that this is a legally binding document.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

THIS AGREEMENT CONTAINS A WAIVER OF A TRIAL BY JURY.

Agreed: _____ Date: _____

To get a copy of the AAA employment dispute arbitration rules go to http://www.adr.org or contact AAA by phone at 800-778-7879, fax at 212-716-5905, or mail at 335 Madison Avenue, Floor 10, New York, New York 10017-4605.