ARBITRATION POLICY

E Light Electric Services, Inc.

Generally

As a condition of continued employment, E-Light Electric Services (the "Company") is implementing this Arbitration Policy effective August 1, 2018. Except as set forth below, any and all controversies, claims, or disputes between an employee and the Company or any of the Company's agents, officers, directors, members, employees, vendors, contractors, and stockholders, arising out of, relating to, or resulting from the employee's employment with or separation of employment for any reason from the Company, shall be resolved exclusively through final and binding arbitration. Disputes which are subject to mandatory arbitration, and with respect to which there shall be no right to a trial by jury, include without limitation, any dispute associated with employee's employment with or termination of employment for any reason from the Company. This Policy also applies to any claims that the Company may have against an employee.

What This Policy Covers

Except as it otherwise provides, this Policy applies, without limitation and to the fullest extent permitted by law, to claims, controversies or disputes regarding the employment relationship, trade secrets, unfair competition, compensation, pay, benefits, breaks and rest periods, termination, discrimination, harassment, retaliation and claims arising under all state and federal statutes including, but not limited to, the Uniform Trade Secrets Act, the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1974, the Equal Pay Act, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans With Disabilities Act as amended, the Age Discrimination in Employment Act as amended, the Family and Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974 as amended, the Genetic Information Non-Discrimination Act, the laws of the State of Colorado, including the Constitution, Revised Statutes and common law of the State of Colorado, and any and all other state and federal statutes, regulations and common law addressing the same or similar subject matters ("Covered Claims").

This Policy is intended to apply to and cover all such Covered Claims that an employee has against the Company that the employee could otherwise file in court and all such Covered Claims the Company has against an employee that the Company could otherwise file in court. This Policy requires all such Covered Claims to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. The Arbitrator shall not have the authority to determine whether this Policy or any portion of it is enforceable, revocable or valid. This Policy shall continue to apply after an employee is no longer employed by the Company.

This Policy does not alter either Parties' right to terminate any employee's employment at any time without prior notice or cause. Nor is this Policy intended to substitute for, or alter, the Company's existing internal procedures for resolving complaints. It does, however, set forth rules and procedures for arbitration that apply with full force and effect to both employees and

the Company. This Policy is enforceable under the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA"). If the FAA is found not to apply, then this Policy is enforceable under the Colorado Uniform Arbitration Act, §13-22-201 to §13-22-230, Colorado Revised Statutes.

THIS ARBITRATION POLICY PRECLIUDES A TRIAL OVER COVERED CLAIMS IN FRONT OF A JUDGE AND JURY.

What Is Not Covered By This Policy

This Policy does not apply to claims for workers compensation benefits, unemployment insurance benefits, actions for judicial relief under §13-22-205(1), §13-22-206(1), 13-22-208, 13-22-217(1),(2), 13-22-226, 13-22-228, Colorado Revised Statutes, or any claim under Title 8, Article 4 of the Colorado Revised Statutes. This Policy also does not preclude or prohibit employees from filing a claim, complaint, petition or charge with any federal, state or local administrative agency, such as the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, the Colorado Department of Labor or the Colorado Civil Rights Division. Further, nothing in this Policy excuses or prohibits either Party from bringing an administrative claim before a state or federal agency in order to fulfill that Party's obligation to exhaust administrative remedies before making a claim for arbitration.

This Policy also does not apply to claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 as amended or funded by insurance; however, this Policy does apply to any claims for breach of fiduciary duty, for penalties, or alleging any other violation of the Employment Retirement Income Security Act of 1974, as amended, even if such claim is combined with a claim for benefits.

Procedure

Any claim for arbitration must be made on an individual basis. Class action arbitration, *i.e.*, demands for arbitration involving more than one employee on a joint, class, or collective basis, are prohibited under this Policy. This means that disputes or claims involving different employees must be heard by an Arbitrator in separate proceedings.

Any arbitration shall be administered and conducted by the American Arbitration Association ("AAA") pursuant to the then current AAA National Rules for the Resolution of Employment Disputes (the "Rules")(www.adr.org). A neutral arbitrator shall be selected in a manner consistent with the Rules and the arbitration proceeding shall allow for discovery according to the Rules and applicable state law. The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing.

The Company shall pay for: i) any filing fee an employee may incur in filing for or demanding arbitration, ii) the Arbitrator's fees and expenses, and iii) if a transcript of the proceeding is ordered by the Company, it shall provide a copy of said transcript to the employee without charge. Each party shall pay its own attorneys' fees and related expenses, unless otherwise provided by law.

Remedies

Arbitration shall provide the sole, exclusive and final remedy for any controversy, claim or dispute between an employee and the Company. The arbitrator shall have the authority to grant any relief that could be granted by a state or federal court of competent jurisdiction located in the State of Colorado. The Arbitrator's award shall be final and binding on the parties and judicial review shall be limited, as provided by law. Accordingly, neither an employee nor the Company shall be permitted to pursue court action regarding claims that are subject to arbitration (www.adr.org).

Availability of Injunctive Relief

Notwithstanding anything to the contrary in this Policy, either an employee or the Company may petition the courts for injunctive relief where either party alleges or claims a violation of an agreement between the employee and the Company regarding the protection of trade secrets or confidential information. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, where permitted by applicable law.

Survival

This Policy shall survive the termination of employment of any employee for any reason.

Acknowledgment of Receipt

BY MY SIGNATURE BELOW I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS POLICY, WHICH INCLUDES A WAIVER OF THE RIGHT TO A JURY TRIAL OVER COVERED CLAIMS.

MANUAL AND WEBSITE COPY FOR EXISTING EMPLOYEES