

## AGREEMENT TO ARBITRATE

This **AGREEMENT TO ARBITRATE** requires MANDATORY ARBITRATION OF EMPLOYMENT-RELATED LEGAL CLAIMS. Bozzuto & Associates, Inc. and its subsidiaries and affiliates (“Bozzuto”) have adopted procedures for the resolution of all employment-related legal claims. If discussions between you and your supervisor have not resolved any employment-related legal claims you may have, and voluntary mediation was either not pursued, not agreed upon, or did not produce a resolution, then, with the exception of claims for Worker’s Compensation, Unemployment or a request for an injunction, all employment-related legal claims are to be resolved through mandatory arbitration. You are required to sign this Agreement to Arbitrate. Every individual who works for Bozzuto must sign and return this Agreement to Arbitrate in order to be eligible for employment with, and to continue to be employed by, Bozzuto.

1. Our Agreement to Arbitrate. In consideration of your hiring or continued employment, you and Bozzuto agree that any legal claims related to your and Bozzuto’s employment relationship, including the hiring process and the termination of the employment relationship, whether arising before or after the execution of this Agreement to Arbitrate, and including any claims that you could bring in court under any federal, state, or local laws, including all claims for breach of contract, tort, discrimination, retaliation, harassment, claims for wages due, or wrongful termination, including any claims against managers or employees of Bozzuto, will be submitted to and decided by binding arbitration in the state where you are primarily employed. Any claims against you that Bozzuto may have concerning any breach of fiduciary duty or loyalty to Bozzuto, or breach of a non-competition and/or non-solicitation agreement, will be submitted to and decided by binding arbitration in the state where you are primarily employed.

2. All Employment Laws Still Apply. It is important for you to know that neither you nor Bozzuto will be waiving the substance of any legal rights or remedies in this Agreement to Arbitrate. As examples, the federal and state laws prohibiting sexual and other harassment, racial, sex, age or disability discrimination remain applicable to your employment, as well as your right to be represented by counsel of your choice, at your expense. This Agreement to Arbitrate simply provides that any legal rights or remedies that you or Bozzuto have will be resolved on an individual basis, through arbitration rather than in court.

3. Who will Serve as the Arbitrator? You and Bozzuto agree that such arbitration will be administered by JAMS (a company specializing in providing neutral mediators and arbitrators who are often former judges) pursuant to its Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness. Such arbitration will be decided under the laws of the United States or the state where you are primarily employed. A copy of the applicable JAMS rules is available online at [www.jamsadr.com/rules-employment-arbitration/](http://www.jamsadr.com/rules-employment-arbitration/). The arbitration shall be presided over by a single arbitrator, selected according to these rules. A decision and award by the arbitrator made under said rules shall be final and binding on both parties, their heirs, executors, successors and assigns. The arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this Agreement to Arbitrate. This Agreement to Arbitrate shall be specifically enforceable. Either party may apply to any court with jurisdiction to compel arbitration.

4. Fees for Arbitration. The fee to initiate a claim with JAMS shall be borne by the party initiating the claim, however, the maximum cost for you to initiate a claim shall be Three Hundred Dollars (\$300.00). The remainder of the filing fee, and all other fees and costs for the arbitrator, JAMS, and the location (hearing room), shall be the responsibility of Bozzuto.

5. Exclusions from Arbitration. This Agreement to Arbitrate employment-related legal claims does NOT include your right to file for unemployment benefits or worker's compensation benefits, and such benefits and the procedures related to such benefits shall proceed without any reference to this Agreement to Arbitrate. This Agreement to Arbitrate also does not preclude a party's right to seek injunctive relief in court.

6. Waiver of Class and Collective Actions. Notwithstanding your and Bozzuto's Agreement to Arbitrate under the JAMS Employment Arbitration Rules & Procedures, you and Bozzuto agree to arbitrate solely on an individual basis. You and Bozzuto expressly agree that: (a) class, collective, and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement to Arbitrate; and (b) each party shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person. Further, you and Bozzuto expressly intend and agree that any claims by you will not be joined, consolidated or heard together with claims of any other employee of Bozzuto.

7. Severability. If any provision of this Agreement to Arbitrate is found to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Agreement to Arbitrate, except that in the event the prohibition on class arbitration is deemed invalid or unenforceable, then this entire Agreement to Arbitrate will be null and void.

8. Acknowledgement and Agreement. This Agreement to Arbitrate shall survive the termination of your employment. Each party fully understands and agrees that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial. We hereby acknowledge our Agreement to Arbitrate.