

MUTUAL ARBITRATION AGREEMENT (“AGREEMENT”)

As consideration for my offer of employment with Urban Outfitters, the continuation of my employment, the discretionary compensation I receive during my employment, and the mutual promises herein, the Company (as defined below) and I (each a “party” and collectively “the parties”) agree that:

Except (i) as expressly set forth in the section “Claims Not Covered by this Agreement,” all disputes, claims, complaints, or controversies (“Claims”) that I now have or in the future may have against Urban Outfitters and/or any of its parents, subsidiaries, affiliates, current and former officers, directors, employees, and/or agents (collectively and individually the “Company”), or that the Company now has or in the future may have against me, including contract claims, tort claims, discrimination and/or harassment claims, retaliation claims, claims for overtime, wages, compensation, penalties or restitution, and any other claim under any federal, state, or local statute, constitution, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to my application for employment with the Company, and/or my employment with the Company, and/or the terms and conditions of my employment with the Company, and/or termination of my employment with the Company (collectively “Covered Claims”), are subject to arbitration pursuant to the terms of this Agreement and will be resolved by arbitration and NOT by a court or jury. The parties hereby forever waive and give up the right to have a judge or a jury decide any Covered Claims.

(a) To the maximum extent permitted by applicable law, the parties agree that:

- No Covered Claims may be initiated or maintained on a class action, collective action, or representative action basis either in court or arbitration;
- A court of competent jurisdiction, not an arbitrator, must resolve issues concerning the enforceability or validity of the class action, collective action, or representative action waiver set forth above;
- If, for any reason, the class action, collective action, or representative action waiver is held unenforceable or invalid in whole or in part, then a court of competent jurisdiction, not an arbitrator, will decide the claim as to which the waiver was held unenforceable or invalid and all other claims will remain subject to arbitration;
- Nothing in this Agreement shall prohibit Employee from filing a charge, complaint or claim or communicating or cooperating with, providing information to, or participating in an investigation by the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency; and
- Employee also has the right to challenge the validity of the terms and conditions of this Agreement on any grounds that may exist in law and equity, and the Company shall not discipline, discharge, or engage in any retaliatory actions against the Employee in the event the Employee chooses to do so. The Company, however, reserves the right to enforce the terms and conditions of this Agreement in any appropriate forum.

(b) Claims Not Covered by this Agreement. The following claims shall not be covered by this Agreement:

- Workers’ compensation benefits, unemployment compensation benefits, claims for benefits under a plan that is governed by the Employee Retirement Income Security Act

of 1974 (“ERISA”), and claims that are subject to the exclusive jurisdiction of the NLRB; and

- Any claim that is expressly precluded from inclusion in this arbitration Agreement by a governing federal statute.

(c) Arbitration Procedures

- Except as provided below, the parties will use the Judicial Arbitration and Mediation Services (“JAMS”), subject to its then-current employment arbitration rules and procedures (and the then-existing emergency relief procedures contained in the JAMS comprehensive arbitration rules and procedures if either party seeks emergency relief prior to the appointment of an arbitrator), available at www.jamsadr.com, unless those rules and/or procedures conflict with any express term of this Agreement, in which case this Agreement is controlling;
- If, and only if, there is no JAMS Resolution Center within 100 miles of the Employee’s last place of employment with the Company, and there is an office of the American Arbitration Association (AAA) that is within 100 miles, unless both parties agree otherwise, the parties will use AAA, subject to its then-current employment arbitration rules and procedures (and the then-existing emergency relief procedures, if any, contained in the AAA comprehensive arbitration rules and procedures if either party seeks emergency relief prior to the appointment of an arbitrator), available at www.adr.org, unless those rules and/or procedures conflict with any express term of this Agreement, in which case this Agreement is controlling;
- No arbitration under this Agreement shall be subject to the JAMS or AAA Class Action Procedures;
- The arbitration will be heard by a single arbitrator at the closest JAMS Resolution Center or, if applicable, AAA office, to where the Employee worked at the time the claim arose, unless both parties agree otherwise;
- Any Party shall have the right to file a motion to dismiss and/or a motion for summary judgment, which the arbitrator shall have the authority and obligation to decide by application of the Federal Rules of Civil Procedure governing such motions; and
- The arbitrator shall issue a final and binding written award, subject to review on the grounds set forth in the FAA. The award shall have no preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

(d) Arbitration Fees and Costs

- In the event Employee files a claim under this Agreement, Employee will pay any JAMS or AAA filing or administrative fee up to the amount of the initial filing fee to commence an action in a federal district court (“filing fee”), and the Company will pay any amount of the JAMS or AAA fee in excess of the filing fee.
- The Company will pay any other JAMS or AAA administrative fees, the arbitrator’s fees, and any additional fees unique to arbitration.
- Except as provided below, Employee will pay his/her own attorneys’ fees and all other costs and fees that Employee incurs in connection with the arbitration.
- The Company will pay its own attorneys’ fees and all other costs and fees that it incurs in connection with the arbitration.
- The arbitrator shall have the authority to make an award of attorneys’ fees and costs to the extent permitted by applicable law and to the same extent such an award could have been made if the Covered Claim had been filed in court. If there is a dispute as to

whether the Company or Employee is the prevailing party, the arbitrator will decide this issue.

(e) Consideration

- Employee agrees that the Company has offered Employee sufficient consideration for this mutual arbitration agreement, including, but not limited to employment or continued employment, and the Company's mutual agreement to arbitrate disputes.

(f) Time Limitation for Commencing Arbitration

- The same statute of limitations that would have applied if the Claim was made in an administrative or judicial forum will apply to any Covered Claim.
- Arbitration is to be commenced consistent with the then-current JAMS or AAA arbitration rules and procedures, as applicable.

(g) Damages and Other Relief

- Any Covered Claims arbitrated hereunder are subject to the same affirmative rights to individual damages and other relief and the same limitations regarding damages and ability to obtain other relief as would have applied in a judicial forum.

(h) Termination

- This Agreement survives the termination of Employee's employment with the Company. If Employee is later re-employed by the Company, this Agreement remains in full force and effect during Employee's later employment unless this Agreement is superseded in writing by a subsequent agreement, and survives the termination of such later employment. This Agreement supersedes any prior agreement between the parties regarding the subject matter of dispute resolution.

(i) Confidentiality

- To the maximum extent permitted by law, the parties shall maintain the confidential nature of the arbitration proceeding and the award, including all disclosures in discovery, submissions to the arbitrator, the hearing, and the contents of the arbitrator's award, except as may be necessary in connection with a judicial action to vacate or enforce an award, or unless otherwise required or protected by law or allowed by prior written consent of both parties. This provision shall not prevent either party from communicating with witnesses to the extent necessary to assist in arbitrating the proceeding, [nor shall this provision prohibit employees from engaging in protected concerted activity under the National Labor Relations Act \(such as discussions of wages, hours, or other terms and conditions of employment\)](#). In all proceedings to confirm or vacate an award, the parties will cooperate in preserving the confidentiality of the arbitration proceeding and the award to the greatest extent allowed by applicable law.

(j) Construction

- Except as provided below, if any court of competent jurisdiction or arbitrator finds any part or provision of this Agreement void, voidable, or otherwise unenforceable, such a finding will not affect the validity of the remainder of the Agreement, and all other parts and provisions remain in full force and effect. If, however, the class action, collective action, or representative action waiver is found to be void, voidable, or otherwise unenforceable, then the claims found to be able to proceed on a class action, collective action, or representative action basis shall proceed in court and not in arbitration.

(k) Governing Law

- This Agreement is governed by the FAA and, to the extent not inconsistent with or preempted by the FAA, by the laws of the state in which Employee last worked for the

Company without regard to principles of conflicts of law. The Company's business and Employee's employment with the Company affect interstate commerce.

By Signing, Employee Acknowledges that:

- Employee has carefully read this Agreement, understands the terms of this Agreement, and is entering into this Agreement voluntarily;
- Employee is not relying on any promises or representations by the Company except those contained in this Agreement;
- Employee is giving up the right to have Covered Claims decided by a court or jury and to bring or participate in a class action, collective action, or representative action;
- Employee remains employed "at will," and for no definite period of time;
- These obligations are binding both upon Employee, Employee's assigns, executors, administrators and legal representatives;
- Employee was given the opportunity to discuss this Agreement with his/her own attorney if he/she wishes to do so; and
- Employee understands that his/her affirmative signature and/or acknowledgement of this Agreement is not required for the Agreement to be enforced. If Employee begins or continues working for the Company without signing this Agreement, this Agreement will be effective, and Employee will be deemed to have consented to, ratified and accepted this Agreement through Employee's knowledge of it and Employee's acceptance of and continued employment with the Company.

EMPLOYEE

URBAN OUTFITTERS

Print Name

BY _____

Signature

Title

Date

Date