



ARBITRATION AGREEMENT

The undersigned employee ("Employee") and ADT LLC ("ADT" or the "Company") enter into this Mutual Arbitration Agreement ("Agreement") to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to Employee's employment with the Company under the following terms and conditions:

1. Except as provided below, Employee and the Company both agree that all legal disputes and claims between them shall be determined exclusively by final and binding arbitration before a single, neutral arbitrator as described herein. For purposes of this Agreement, the Company shall include all affiliated companies (including parent and subsidiary entities) and all directors, employees, or agents of each of them. Claims subject to arbitration under this Agreement include without limitation any and all claims relating to Employee's employment or the termination of Employee's employment, including claims under federal, state, or local statutes; claims for discrimination, harassment, or retaliation; wages, overtime, benefits, or other compensation; whistleblower claims; worker's compensation retaliation; breach of any express or implied contract; violation of public policy; and negligence or other tort claims including defamation, fraud, and infliction of emotional distress, and claims by ADT against Employee. Except as provided below, Employee and the Company voluntarily waive all rights to trial in court before a judge or jury on all legal claims between them.
2. The only legal disputes and claims excluded from this Agreement are: (a) claims by Employee for workers' compensation benefits, unemployment, or other benefits under a plan or program that provides its own process for dispute resolution; (b) claims by either party for temporary or preliminary injunctive relief relating to the breach or threatened breach of a restrictive covenant; (c) claims by either party arising out of any Sign-On Bonus Repayment Agreement or Relocation Expense Repayment Agreement; (d) claims for which this Agreement would be invalid as a matter of law or which cannot be arbitrated as a matter of law; (e) actions to enforce this Agreement, compel arbitration, or enforce or vacate an arbitrator's award under this Agreement; and (f) a claim or charge filed with a federal, state, or local administrative agency such as the Equal Employment Opportunity Commission, National Labor Relations Board, Department of Labor, or similar agency. As to subpart (e) above, the parties hereby agree and stipulate that such actions and this Agreement are covered and governed by Section 2 of the Federal Arbitration Act and not any state law. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.
3. As referenced above, by agreeing to submit the described claims to binding arbitration, Employee does not waive the right to file an administrative complaint with the appropriate administrative agency but does knowingly and voluntarily waive the right to file, or participate or obtain relief in, a court action of any nature seeking money damages or injunctive relief against the Company, except as described above. Additionally, Employee knowingly and voluntarily waives the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Agreement.
4. Employee agrees that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of Employee or the Company. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, enforceability, scope or enforceability of this Agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. By signing this agreement, Employee is agreeing to waive any substantive or

procedural rights that Employee may have to bring or participate in an action brought on a class or collective basis.

5. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired state or federal trial court judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. The Federal Rules of Civil Procedure and the Federal Rules of Evidence, including all rights to resolution of the dispute by means of motions for dismissal, summary judgment, judgment on the pleadings, and directed verdict, shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with state and/or federal law applying to judicial proceedings. As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.
6. The Company will pay the arbitrator's fees and other costs relating to the arbitration forum, but each party will be responsible for its own costs and attorneys' fees should they choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.
7. This is the complete agreement between the parties on the subject of arbitration and supersedes any other understandings on the subject. No representations, oral or written, are being relied upon by either party in executing this Agreement, other than those contained herein. This Agreement shall remain in effect even after the termination of Employee's employment with the Company. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the Agreement valid and enforceable. If a provision conflicts with a mandatory provision of applicable law, the conflicting provision shall be severed automatically and the remainder of the Agreement construed to incorporate the mandatory provision. In the event of such automatic severance and modification with respect to a particular provision, the remainder of this Agreement shall not be affected. Similarly, should a court or arbitrator determine that arbitration pursuant to this Agreement is unavailable for any reason, the parties hereby waive any right to a jury and instead agree and stipulate that the claim(s) at issue will be heard only by a judge. This Agreement shall be construed as a whole, according to its fair meaning, and not for or against any party.
8. Employee warrants and agrees that he or she has read and understands this Agreement. Employee acknowledges that he or she is knowingly waiving the right to file a lawsuit relating to Employee's employment with the Company as well as the right to resolve disputes in a proceeding before a judge or jury, except as described above. Employee further acknowledges and agrees that this Agreement, while mutually binding upon the parties, does not constitute a guarantee of continued employment for any fixed period or under any particular terms except those contained herein and does not alter in any way the at-will nature of Employee's employment relationship.

MY SIGNATURE BELOW CONFIRMS THE FACT THAT I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES THE COMPANY AND ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT, AND THAT I AND THE COMPANY ARE GIVING UP OUR RIGHTS TO A TRIAL BY JURY.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Date: _____2022-11-14_____

Print Name: ____Matthew Anderson_____

Employee Signature: _____Matthew Anderson_____