

MUTUAL ARBITRATION AND COLLECTIVE/CLASS ACTION WAIVER AGREEMENT

This Arbitration and Collective Action Waiver Agreement (“Agreement”) is made as of the date executed below by and between MortgageprosLLC (which, together with any of its parent companies, subsidiaries, affiliates and its and their employees, officers, agents, benefit plan, benefit plan sponsors, fiduciaries, administrators, predecessors, successors, and insurers and all successors and assigns of any of them shall hereinafter be referred to collectively as the “Company” or “Employer”) and the undersigned Employee (“Employee”). The Employee and the Company may be referred to herein as a “Party” individually and the “Parties” collectively.

1. **Intent of the Agreement.** It is the intent of the Parties to resolve all disputes, claims, and any other matters arising out of or relating to the Employee’s employment with the Employer or termination of employment by binding private arbitration to the fullest extent allowed under applicable federal law in accordance with the provisions of this Agreement. The Parties understand that by entering into this Agreement THE EMPLOYEE AND THE EMPLOYER ARE GIVING UP THE RIGHT TO A JURY TRIAL OR TO FILE A LAWSUIT IN COURT AGAINST THE OTHER, AND THE RIGHT TO BRING A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER IN COURT OR IN ARBITRATION, regarding any claims covered by this Agreement.

2. **Mandatory Arbitration and Class/Collective Action Waiver.** In exchange for the mutual promises contained in this Agreement, and as a condition of Employee’s employment or continued employment with the Company, the Parties agree to the following:

(a) **Consideration.** In addition to employment and/or continued employment, the mutual promises to arbitrate as set forth in this Section serve as adequate consideration for this mandatory arbitration provision. To the extent permitted by applicable law, the Company’s agreement to pay all fees and costs unique to arbitration serves as yet additional consideration.

(b) **Scope and Claims.** ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATED IN ANY WAY TO EMPLOYEE’S EMPLOYMENT BY OR WITH THE COMPANY, OR TERMINATION OF EMPLOYMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEFENSES ARISING UNDER OR RELATED TO OR RELEASED BY THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT, AND ANY ALLEGED VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, REGULATION, COMMON LAW, OR PUBLIC POLICY, (IF NOT ABLE TO BE RESOLVED INTERNALLY) SHALL BE SUBMITTED TO AND DECIDED BY FINAL BINDING ARBITRATION TO THE FULLEST EXTENT ALLOWED AND ENFORCEABLE UNDER APPLICABLE FEDERAL LAW. EMPLOYEE ALSO AGREES THAT EMPLOYEE WILL SUBMIT TO ARBITRATION AS SPECIFIED HEREIN ANY DISPUTES, WHENEVER THEY MAY ARISE, AGAINST THE COMPANY OR ANY OF THE COMPANY’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS THAT ARISE FROM OR IN ANY WAY CONNECTED WITH THOSE INDIVIDUALS’ PERFORMANCE OF DUTIES ON BEHALF OF THE COMPANY OR THAT ARISE FROM OR ARE IN ANY WAY CONNECTED WITH EMPLOYEE’S EMPLOYMENT WITH THE COMPANY. Notwithstanding anything to the contrary, this Agreement does not prevent Employee from filing a complaint or charge with the National Labor Relations Board, the Equal Employment Opportunity Commission, any similar federal or state administrative agency, including claims for workers’ compensation or unemployment insurance benefits, whistleblower claims under the Sarbanes-Oxley Act, as amended by Dodd-Frank Act, to the extent arbitration is prohibited by the applicable law, or pursuing an individual or joint action in court alleging sexual assault or sexual harassment arising on or after March 3, 2022, unless Employee agrees to arbitrate any such claims.

(c) **Class/Collective Action Waiver.** To the fullest extent permitted by law, the Parties may only bring any such arbitration proceeding in an individual capacity, not on a class or collective action basis. No Party may bring a claim on behalf of other individuals, whether in court, in arbitration, or otherwise. No arbitrator has jurisdiction or authority to compel any class or collective claim; consolidate claims or proceed with arbitration on multi-plaintiff, class, collective, or representative basis; or to consolidate different arbitration proceedings with or join any third party to an arbitration between Employee and the Company. Should such a claim be initiated in the arbitral forum, the arbitrator shall summarily reject it as beyond the scope of this Agreement. Any disputes concerning the applicability or validity of the waivers set forth in this Section 1(c) shall be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines that a waiver under this Section 1(c) is unenforceable, said waiver shall not apply to that claim, and that claim brought on a class, collective, or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for such claims. To be clear, if a court of competent jurisdiction determines a waiver under this Section 1(c) unenforceable, and either Party has alleged class, collective, or representative claims, then the agreement to arbitrate (but not the jury waiver clause below) shall be deemed null, void, and unenforceable with regard to that claim.

(d) Arbitration Procedures.

- i. For more information on how to request final and binding arbitration, visit: <https://www.adr.org/employment>. Once a Party makes this request, the other Party is legally bound to participate in arbitration. Once Employee makes a written demand for arbitration and the Company is notified of such demand by Employee and the Arbiter, the Company will participate and pay for arbitration fees and costs that would not be incurred in a court proceeding.
- ii. This arbitration provision and any arbitration under this Agreement shall be governed by the Federal Arbitration Act (“FAA”) to the exclusion of any state law inconsistent with the FAA. The Arbitrator shall apply the substantive state or federal law as applicable to the claim(s) asserted in arbitration. Claims arising under federal law shall be determined in accordance with federal law. Common law claims shall be determined in accordance with Michigan substantive law, without regard to its conflict of law principles.
- iii. The arbitration shall be administered by the American Arbitration Association (“AAA”) and held in the Detroit Metro Area (Michigan), or another location as agreed by the Parties, before a single arbitrator, in accordance with the Employment Arbitration Rules in effect at the time the arbitration is commenced, unless otherwise modified by this Agreement. A copy of the current version of the American Arbitration Association’s rules is attached as **Exhibit A**. The rules are also available online at <https://www.adr.org/sites/default/files/EmploymentRules-Web.pdf>. These rules may be amended from time to time by the AAA.
- iv. If the AAA Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern.
- v. Should the AAA decline or refuse to provide arbitration services or otherwise arbitrate any matter pursuant to this Agreement, the Parties shall mutually select and agree on another arbiter or arbitration agency and arbiter. If the AAA declines or refuses to provide arbitration services or otherwise arbitrate any matter pursuant to this Agreement, this in no way voids the Parties agreement to arbitrate (or in the alternative, the jury waiver clause) nor the collective and class action waiver set forth herein.
- vi. A court of competent jurisdiction, and not an arbitrator, will rule on issues of contract validity and arbitrability.
- vii. Discovery in any arbitration proceeding shall be conducted according to the American Arbitration Association’s rules. *See Exhibit A*. To the extent not provided for in the American Arbitration Association’s rules, the Arbitrator has the power to order discovery on a showing that discovery is necessary for a Party to have a fair opportunity to present a claim or defense.
- viii. The Arbitrator shall have the authority to set deadlines for filing motions for summary adjudication, and to set briefing schedules for any motions. The Arbitrator may allow the filing of a dispositive motion if the Arbitrator determines that the moving party has shown substantial cause that the motion is likely to succeed and dispose of or narrow the issues in the case. The Arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and in deciding the motion, shall apply the substantive law applicable to the cause of action.

(e) Attorney’s Fees, Costs, Remedy and Relief.

- i. The arbitrator shall apply the substantive law relating to all claims and defenses to be arbitrated the same as if the matter had been heard in court, including the award of any remedy or relief on an individual basis and any award of costs and attorneys’ fees to the prevailing Party. Otherwise, the Parties shall each bear their own costs and attorneys’ fees. The Arbitrator shall have no power to award punitive damages to either party, except where an applicable statute allows for punitive damages, and only then, in accordance with such law.

- ii. The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. The Parties agree that any arbitration award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding and that arbitrators are barred from giving prior arbitration awards precedential effect.
 - iii. Attorney Fees. Each of the Parties shall pay their own costs and attorneys' fees. However, if either of the Parties prevail on a statutory claim that affords the prevailing Party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing Party, under the standards for fee shifting provided by such law or agreement.
- (f) Binding. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

3. **Jury Waiver Clause.** The parties understand and fully agree that by entering into this Agreement to arbitrate, they are giving up their constitutional right to have a trial by jury and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings. In addition, in the event the mandatory arbitration clause is deemed unenforceable in whole, or in part, and requires that any claim covered thereunder proceed in state or federal court, Employee waives their right to a trial by jury. By signing below, THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR ANY FUTURE TERMINATION OF EMPLOYMENT, OR THE CLAIMS RELEASED HEREIN. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS INCLUDING THIS JURY WAIVER CLAUSE.

4. **Statute of Limitations Waiver.** In addition, as a condition of Employee's employment or continued employment with the Company, Employee agrees by signing below that any action or suit against the Company arising out of Employee's employment or separation therefrom, including but not limited to claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred, to the extent permissible under applicable law. Employee waives any limitations period to the contrary, to the extent permitted by applicable law.

5. **Continuation of Agreement.** Neither the Company nor Employee may alter, modify, or cancel this Agreement unilaterally. Any changes to this agreement must be in writing and signed by both parties. This Agreement shall survive the termination of Employee's employment with the Company and the expiration of any benefit plan.

6. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement which shall remain in full force and effect or invalidate or render unenforceable such term or provision in any other jurisdiction.

Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7. **Not an Agreement for Employment, Compensation, or Benefits.** This Agreement is not and shall not be construed to create a contract of employment, compensation or benefits. Moreover, this Agreement does not in any way alter Employee's "at-will" status of employment.

Acknowledgment. By entering into this Agreement, the Parties are waiving all rights to have their disputes covered by this Agreement heard or decided by a jury or in a court trial and the right to pursue any collective, class, or

representative claims against each other in court, arbitration, or any other proceeding. By signing below, Employee acknowledges that they have read and agree to the above arbitration provisions, including but not limited to the class and collective action waiver. Also, by signing below, Employee agrees to the modification of the applicable statute of limitations, to the extent permitted by applicable law.

The Employee acknowledges and agrees that the Employee has had an opportunity to and is free to ask questions and consult with an attorney of the Employee's choice before signing this agreement. Further, by executing this Agreement, the Parties represent that they have been given the opportunity to fully review the terms of this Agreement, including the agreement to arbitrate and waivers contained in it. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. 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 OR COURT TRIAL AND THE RIGHT TO BRING ANY CLAIM AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION TO THE FULLEST EXTENT ENFORCEABLE UNDER FEDERAL LAW.

Questions? Please contact the Company at:
248-416-1361

MortgageProsLLC Representative Name (printed)

MortgageProsLLC Representative Signature

Date

Employee Name (printed)

Employee Signature

Date