MUTUAL DISPUTE RESOLUTION AGREEMENT

I. Introduction

Holland Partner Group, LLC, Holland Residential, LLC, Holland Shared Services, LLC, Holland Construction, Inc., and Holland Construction Management, LLC (collectively, "the Company") believes that most work-related concerns can be addressed with an employee's manager or Human Resources. Thus, employees are encouraged, but not required, to speak with their manager or Human Resources to resolve any work-related problem before initiating the procedures set forth in this Mutual Dispute Resolution Agreement ("Agreement"). Where resolution cannot be achieved through the Company's internal resources and procedures, the undersigned employee ("You") (including Your heirs, administrators, executors, successors, and assigns acting in their capacity as such) and the Company agree to use the procedures in this Agreement instead of a trial in court before a judge or jury. This Agreement is a condition of employment.

II. Arbitration Clause, Covered Claims, and Excluded Claims

A. *Arbitration.* Arbitration is the process by which a neutral third party resolves a dispute through a binding decision. You and the Company agree, by executing this Agreement, that "Covered Claims," as defined below, shall be subject to arbitration pursuant to this Agreement and shall be adjudicated exclusively by binding arbitration, rather than by a judge or jury in court.

B. *Covered Claims.* Covered Claims means any past, present, or future controversy, dispute, or claim arising out of or relating in any way to Your employment with a Company entity (including Your application for employment or any termination of Your employment) that could otherwise be raised in court that (i) the Company has against You; or (ii) You have against the Company or any third-party beneficiary of this Agreement. You and the Company agree that the following entities and persons are third-party beneficiaries of this Agreement and may enforce this Agreement as such: the Company's current and former owners, officers, directors, members, employees, agents, parents, subsidiaries, affiliated companies, and any person or entity alleged to be a joint employer with the Company. You and the Company agree that including these third-party beneficiaries is necessary to effectuate Your and the Company's intent that all employment-related claims are arbitrated under this Agreement to the fullest extent permitted by law.

Covered Claims include, but are not limited to, claims for wages and other compensation, breach of contract, misappropriation of trade secrets or unfair competition, violation of public policy, wrongful termination; tort claims; claims for unlawful retaliation, discrimination and/or harassment; workers' compensation interference or retaliation claims; individual claims under state private attorneys general laws (*e.g.*, California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA")); and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, such as, for example, claims under the Age Discrimination in Employment Act, the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Fair Credit Reporting Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Pregnancy Discrimination Act; the Rehabilitation Act; Section 1981 through 1988 of Title 42 of the United States Code; the California Fair Employment and Housing Act; the California Labor Code; and the California Business and Professions Code.

C. *Excluded Claims.* The only claims not subject to arbitration under this Agreement are the following: (i) claims covered by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (9 U.S.C. § 402(a)); (ii) claims for workers' compensation or unemployment benefits; (iii) claims under Earned Retirement Income Security Act ("ERISA") plans or stock option or equity plans governed by ERISA; (iv) violations of the National Labor Relations Act; (v) representative claims for public injunctive relief, but only

to the extent that federal law, after application of the Federal Arbitration Act ("FAA") and FAA preemption principles, prohibits the waiver of such claims; (vi) temporary injunctive relief to preserve the *status quo* pending completion of arbitration if an arbitration award would be rendered ineffective absent such relief; and (vii) claims that, after application of the FAA and FAA preemption principles, are not subject to arbitration or mandatory or pre-dispute arbitration agreements as a matter of law.

D. *Government Agencies.* This Agreement does not limit any federal, state, or local government or administrative agency's jurisdiction and nothing herein shall be construed to constitute a waiver of Your right to file a charge or complaint with any such agency, including but not limited to the National Labor Relations Board and the Equal Employment Opportunity Commission. Moreover, nothing in this Agreement prevents You from reporting good faith allegations of unlawful employment practices to appropriate federal, state or local agencies; reporting any good faith allegation of criminal conduct to any appropriate federal, state, or local official; participating in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; making any truthful statements or disclosures required by law, regulation, or legal process; or requesting or receiving confidential legal advice. Nothing in this Agreement excuses a party from satisfying any conditions precedent or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

III. Waiver of Multi-Plaintiff, Multi-Claimant, Class, Collective, and Non-Individual Actions

A. *Class Waiver.* To the furthest extent permitted by law, Covered Claims must be brought, heard, and adjudicated on an individual basis. You and the Company agree that, to the furthest extent permitted by law, (i) there shall be no right or authority for any Covered Claim to be brought, heard, or adjudicated as a multi-plaintiff, multi-claimant, class, collective, or non-individual action, or with any other person or entity as a member in any purported multi-plaintiff, multi-claimant, class, collective, or non-individual proceeding; (ii) no arbitrator or court has authority to consolidate Covered Claims or to allow Company or Employee to proceed on a multi-plaintiff, multi-claimant, class, collective, or non-individual basis; and (iii) should such a Covered Claim be initiated on a multi-claimant, class, collective, or non-individual basis in arbitration, the arbitrator shall summarily reject it as beyond the scope of this Agreement. To the extent You seek to bring claims or act as a representative under PAGA or other private attorneys general act statute, Your individual PAGA or private attorneys general act claims (and/or any dispute regarding Your standing to bring such claims as an alleged aggrieved employee) shall be arbitrated on an individual basis and any non-individual claims shall be dismissed, stayed, or litigated in court in accordance with applicable law.

B. *Non-Delegation.* Any disputes concerning the applicability or validity of the Class Waiver shall be decided by a court of competent jurisdiction, not by the arbitrator. In the event that the Class Waiver, or any portion of the Class Waiver, is determined to be unenforceable with respect to any claim, any portion of the Class Waiver that is enforceable shall be enforced in arbitration such that any claim subject to an enforceable Class Waiver must only be initiated and proceed in arbitration on an individual basis (subject to applicable claims and defenses) as the sole forum. If, however, the Class Waiver is determined to be unenforceable in its entirety with respect to any claim, the Class Waiver shall not apply to that claim, and that claim may only be initiated and proceed in court (subject to applicable claims and defenses) as the sole forum.

IV. Authority to Determine Arbitrability

Except as provided in Section III.B, as otherwise provided by federal law, and except if a party requests provisional relief from a court of competent jurisdiction to preserve the *status quo* pending arbitration, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability or formation of this Agreement (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration). Enforcement of this Agreement may not be

precluded or delayed on the grounds that (1) a party to this Agreement also is a party to a pending court action or special proceeding with a third party arising out of the same transaction or series of related transactions, or (2) a party to this Agreement asserts arbitrable and non-arbitrable claims.

V. Arbitration Procedures for Covered Claims

A. *Initiating Arbitration.* To initiate arbitration, a party must submit a demand for arbitration. Any demand for arbitration must be in writing, briefly state the facts and claims asserted, be personally signed by the person initiating the claim, and be made within the time period required under the statute of limitations applicable to the claims had the claims been raised in court. To initiate arbitration, You must deliver the demand for arbitration to the Company at humanresources@hollandpartnergroup.com Subject: "Demand for Arbitration". For the Company (or a third-party beneficiary to this Agreement) to initiate arbitration, it must deliver the demand for arbitration to You at the last known address recorded in Your personnel records. The party initiating arbitration also must, within the time period required under the statute of limitations applicable to the claims had the claims been raised in court, submit a demand for arbitration to the arbitration service that will administer the claim (as explained below) pursuant to the arbitration service's rules. The Company shall pay all arbitration fees and costs that would not be incurred in a court proceeding.

B. *Arbitration Process and Rules.* The arbitration shall be before a single neutral arbitrator. Unless the parties otherwise agree, the American Arbitration Association ("AAA") shall administer the arbitration and the hearing shall take place in the county in which the dispute arose. The Employment/Workplace Arbitration Rules and Mediation Procedures ("AAA Rules"), or the employment rules of the arbitration service used, shall govern the arbitration proceedings, but to the extent the rules conflict with this Agreement, the provisions of this Agreement shall apply. You may obtain a copy of the AAA Rules (including instructions on how to initiate arbitration) before signing this Agreement at www.adr.org, by contacting the AAA directly (toll-free 800-778-7879), or by contacting the Company's Human Resources department.

C. *Discovery.* Each party shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. To that end, and subject to the arbitrator's ability to tailor discovery to be consistent with the streamlined nature of arbitration, the arbitrator shall have authority to permit any type of discovery (including third-party subpoenas) available to the parties had the claims been asserted in a court with jurisdiction.

D. *Applicable Law and Motions.* 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 with respect to the award of any remedy, relief, award of costs and attorneys' fees to the prevailing party, and offers of judgment or compromise. Rule 68 of the Federal Rules of Civil Procedure shall apply in all arbitrations, except that any Offer of Judgment/Offer to Compromise and acceptance of an Offer of Judgment/Offer to Compromise shall be filed with the arbitrator and not with a court. The parties shall also have the right to file, and the arbitrator must issue rulings on, dispositive motions pursuant to the Federal Rules of Civil Procedure in the jurisdiction in which the arbitration is conducted (including without limitation motions to dismiss or for summary judgment). The arbitrator may, consistent with applicable law, award monetary and non-monetary sanctions or other relief against a party or a party's attorney(s) for violation of the AAA Employment Rules, an arbitrator's order, the filing of frivolous or bad faith claims, and/or violation of Federal Rule of Civil Procedure 11. Absent applicable law providing otherwise, the parties shall each bear their own costs and attorneys' fees.

E. *Awards.* The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. The arbitration award shall have no preclusive effect as to issues or claims in any other lawsuit, action, or arbitration proceeding involving a party that was not a party in the arbitration award. Any authorized decision or award of the arbitrator shall be final and binding on the parties.

Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award or (ii) vacating, modifying, or correcting the award on any ground permitted by applicable law.

VI. Governing Law, Consideration/Acceptance, Severability, At-Will Employment, Final Agreement

A. *Governing Law.* The FAA (9 U.S.C. §§ 1, *et seq*.) shall govern this Agreement. State arbitration statutes shall apply only to the extent not preempted by the FAA and to the extent consistent with the procedures set forth in this Agreement.

B. *Consideration/Acceptance.* You and the Company agree that Your employment/continued employment and the mutual promises in the Agreement serve as adequate consideration. Once signed, You and the Company will be by this Agreement. By issuance of this Agreement, the Company agrees to be bound with or without signing it.

C. *Severability.* Subject to Section III(B) above, if any part of this Agreement is held to be invalid, void, or unenforceable, the remainder of the Agreement will still be enforceable.

D. *At-Will Employment.* Nothing in this Agreement constitutes an express or implied contract of employment for any defined period of time; nor does it alter any applicable employment at will relationship between You and the Company.

E. *Final Agreement.* This Agreement sets forth the entire and final agreement of the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to arbitration of Covered Claims and waiver of jury trials. This Agreement shall survive any termination of Your employment with the Company; however, in California, this Agreement shall expire once all of the following events have occurred: (1) Your employment with a Company entity terminates; and (2) thereafter, the statutes of limitations (and any tolling periods) for all Covered Claims have all expired.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. THIS CONTRACT ALSO CONTAINS BINDING JURY TRIAL WAIVER AND CLASS ACTION WAIVER PROVISIONS WHICH MAY ENFORCED BY THE PARTIES.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, AND HAVE HAD SUFFICIENT OPPORTUNITY TO CONSIDER THIS AGREEMENT AND I AGREE TO ITS TERMS. I UNDERSTAND THAT THIS AGREEMENT REQUIRES COVERED CLAIMS TO BE SUBMITTED TO BINDING ARBITRATION INSTEAD OF A JUDGE OR JURY TRIAL IN COURT.

_____
Employee Name (print)

_____ _____
Employee Signature Date

[Retain in Employee's Personnel File]