

Mutual Dispute Resolution Agreement

Woodard & Curran, Inc. (the "Company") believes that most work-related concerns can be addressed with the employees' People Leader or Human Resources. However, where resolution cannot be achieved through the Company's internal resources, the undersigned employee, the employee's heirs, executors, administrators, successors, and assigns (the "Employee") and the Company agree to use the arbitration procedures set forth in this Mutual Dispute Resolution Agreement ("Agreement") instead of a trial in court before a judge or jury. Arbitration is the process by which a neutral third party makes a binding decision relating to a dispute. By accepting employment, the Employee agrees to be bound by the terms of this Agreement.

THE PARTIES AGREE THAT THIS AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ. TO THE EXTENT THAT THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTIONS 1, ET SEQ.) IS INAPPLICABLE, THE ARBITRATION LAW OF THE STATE IN WHICH YOU WORK OR LAST WORKED FOR THE COMPANY SHALL APPLY.

Other than as provided in this Agreement, to the maximum extent permissible under federal law, the Employee and the Company agree that any controversy, dispute, or claim that could otherwise be raised in court ("Covered Claim") that the Employee has against the Company, its current or former officers, directors, members, employees, vendors, clients, customers, agents, parents, subsidiaries, affiliated companies, successors, or assigns ("Covered Claim"), shall be settled exclusively by binding arbitration rather than in court. It is the parties' intent that all Covered Claims brought by the Employee against the Company are to be resolved through binding arbitration to the fullest extent permitted by federal law, and not in an administrative proceeding or court.

Covered Claims include, but are not limited to, claims for wages and other compensation, breach of contract, misappropriation of trade secrets or unfair competition (except to the extent they are an Excluded Claim as defined below), violation of public policy, wrongful termination; tort claims; claims for unlawful retaliation, discrimination and/or harassment (unless otherwise excluded under applicable state law, including Washington and New York, to the extent not preempted by the Federal Arbitration Act); 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 Worker Adjustment and Retraining Notification Act; the New Jersey Law Against Discrimination; the New Jersey Conscientious Employee Protection Act; the California Fair Employment and Housing Act; the California Labor Code; the California Business and Professions Code; the Massachusetts Law Against Discrimination, G.L. c. 151B; the Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.; the Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.; and any other applicable federal, state, or local law.

Claims not covered by this Agreement ("Excluded Claims") are (i) claims covered by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (9 USC. § 402(a); (ii) claims for workers' compensation or unemployment benefits; (iii) claims under ERISA plans or stock or equity plans governed by ERISA and under the Stockholder Agreement of Woodard & Curran, Inc. ("Stockholder Agreement"), including but not limited to claims for breach of the restrictive covenants set forth in Section 15 of the Stockholder Agreement (Conduct Detrimental to the Company); (iv) violations of the National Labor Relations Act; (v) petitions or charges that could be brought before the National Labor Relations Board ("NLRB"); (vi) charges filed with the Equal Employment Opportunity Commission ("EEOC") or a similar government agency; (vii) representative claims for public injunctive relief, but only to the extent that federal law, after application of the Federal Arbitration Act ("FAA") and preemption principles, prohibits enforcement of the Class Action Waiver (discussed below); and (viii) claims which, after application of the FAA and preemption principles, are not subject to arbitration or pre-dispute arbitration

agreements. **To the extent any controversy, dispute, or claim is not subject to arbitration under this Agreement (e.g., sexual harassment and sexual assault claims and other Excluded Claims), and to the maximum extent permitted by law, Employee and the Company mutually agree to waive any rights to a jury trial with respect to any such controversy, dispute, or claim relating to Employee's employment or association with the Company (or with related entities) that (i) the Company has against Employee, (ii) Employee has against the Company or related entities, or (iii) Employee has against the past, present, and future shareholders, owners, partners, officers, directors, members, employees, vendors, clients, customers, agents, insurers, or attorneys of the Company or related entities, or against any person or entity alleged to be a joint employer with the Company.** This jury trial waiver of Excluded Claims does not apply (a) in California, (b) in Maryland and Vermont with respect to claims of sexual harassment or retaliation related to sexual harassment, or (c) in Illinois and New Jersey as to claims of discrimination, harassment, or retaliation.

Covered claims must be brought on an individual basis only, and arbitration on an individual basis is the exclusive remedy. No arbitrator has authority to consolidate claims or proceed with arbitration on a multi-plaintiff, class, collective, or non-individual basis. 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 this waiver shall be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines that this waiver is unenforceable with respect to any claim, this waiver shall not apply to that claim, and that claim may only proceed in court as the exclusive forum.

Except as otherwise set forth herein, 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 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 a party to this Agreement asserts arbitrable and non-arbitrable claims.

The demand for arbitration must be in writing and made within the time period required under the applicable statute of limitations. To initiate arbitration, the Employee must deliver the written demand to the Company at Woodard & Curran, Inc., 12 Mountfort Street, Portland, ME 04101, Attn: Legal Department. If elected by the Company to initiate an arbitration, it must deliver the written demand for arbitration to Employee at the last known address recorded in Employee's personnel records. The party initiating arbitration also must, within the time period required under the applicable statute of limitations, submit the written demand to the arbitration service that will administer the claim (as explained below). The Company shall pay all arbitration fees that would not otherwise be incurred in a court proceeding.

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 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. Employee may obtain a copy of the AAA rules 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 at 800.426.4262. 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.

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'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. 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.

The parties agree that this Agreement is supported by adequate consideration; to the extent permitted by applicable law, new or continued employment, and the Company's agreement to pay all filing and arbitrator fees unique to arbitration serve as additional consideration. If any part of this Agreement is held to be invalid, void, or unenforceable, it shall be interpreted in a manner or modified to make it enforceable. If that is not possible, it shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement sets forth the final agreement of the parties with respect to the arbitration of Covered Claims and supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to arbitration of claims covered by the Agreement. By issuance of this Agreement, the Company agrees to the terms of this Agreement. 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 the Employee and the Company.

This Agreement shall survive any termination of Employee's employment with the Company, though in California this Agreement will expire once the statute(s) of limitations on all employment-related claims has 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 BE ENFORCED BY THE PARTIES.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ OR HAVE HAD THE OPPORTUNITY TO READ THIS ARBITRATION AGREEMENT. I UNDERSTAND THAT THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT.

BY SIGNING BELOW, I AGREE TO THE TERMS OF THIS AGREEMENT.

Employee Signature

Date