

MUTUAL ARBITRATION POLICY

POLICY

Prezza, Inc. dba Prezza, Safra Restaurant Group LLC dba The Blue Ox, CMRG, LLC dba Tonno Wakefield, and Tonno, LLC dba Tonno Gloucester (all hereinafter referred to as the "Company") recognizes the importance of working together. Employees may occasionally encounter a situation that, if left unresolved, could negatively affect the relationship between the Company and its employees, ultimately affecting the service the Company provides to its guests. When an employee encounters such a situation, the Company encourages the employee to resolve the dispute informally, by discussing the situation with their Manager.

However, if an employee has not satisfactorily resolved an issue, the employee must utilize the Mutual Arbitration policy to resolve any further disputes to the extent permitted by law. If any law is in conflict with a provision of this agreement, that provision will adhere to the law and the remainder of the agreement will be unaffected. The Mutual Arbitration policy has been established as a condition of employment. Signing a copy of the acknowledgement form or continuing employment shall constitute voluntary acceptance of this policy.

BINDING ARBITRATION OF DISAGREEMENTS AND CLAIMS

The Company and its employees each hereby voluntarily promises and agrees to submit any claim or dispute covered by this Mutual Agreement to Arbitrate ("Agreement") to binding arbitration. We further agree that arbitration pursuant to this Agreement shall be the sole and exclusive remedy for resolving any such claims or disputes. By agreeing to arbitrate, we understand that we are not giving up any substantive rights under either state or federal law. Rather, we are only agreeing to submit any claim or dispute to an arbitrated forum, rather than a judicial (court) one.

CLAIMS AND DISPUTES COVERED BY THIS POLICY

Claims and disputes covered by this Agreement include all claims arising after the effective date of this Agreement, that the Company (as defined in "Miscellaneous Provisions" below) may have against an employee and that the employee may have against the Company, including, without limitation, those arising under:

- Any federal, state, or local laws, regulations, or statutes prohibiting employment discrimination (such as, without limitation, race, color, sex, national origin, age, disability, religion, veteran status, or any other legally protected status), harassment, and retaliation.
- Any alleged or actual agreement, contract, or covenant (oral, written, or implied) between Employee and the Company,
- Retaliation claims for a legally protected activity and/or whistleblowing,
- Any company policy, compensation, or benefit plans,
- Any wage and/or hour claim;
- Any claim relating to the Americans With Disabilities Act, Family Medical Leave Act or any State disability or leave laws,
- Any tort or statutory claims including, but not limited to, negligence, defamation, invasion of privacy, and infliction of emotional distress,
- Any claim of wrongful discharge of any kind,
- Any other claim for personal, emotional, physical, or economic injury.

The only disputes (present and future) between Employees and the Company that are not included (except where prohibited by law) within this Mutual Agreement to Arbitrate are:

- Claims by an employee for workers' compensation or unemployment compensation benefits, except that claims of retaliation or discrimination connected with worker's compensation claims are subject to arbitration.
- Claims by the Company for injunctive relief for an employee's violation of contract, common law, or statute related to trade secrets, fiduciary, confidentiality, non-solicitation, or non-compete agreements.
- Claims for benefits under a company benefits plan covered by ERISA that are covered by special

appeal procedures and/or mandatory and different binding arbitration provisions in the governing plan documents.

- Criminal claims referred to law enforcement agencies.

ARBITRATION PROCEDURE

The arbitration will be conducted in accordance with Model Employment Arbitration Rules of the American Arbitration Association (AAA) that are in effect at the time arbitration is sought. The arbitration will be conducted with JAMS, Inc. The Company and the Employee will each pay fifty percent (50%) of JAMS, Inc.'s filing, administrative and arbitration fees. Any action to enforce arbitration or to enforce or to vacate the arbitrator's award will be governed first by the Federal Arbitration Act, if applicable, and otherwise by applicable state law.

MISCELLANEOUS PROVISIONS

- The term "the Company" means Prezza, Inc. dba Prezza, Safra Restaurant Group LLC dba The Blue Ox, CMRG, LLC dba Tonno Wakefield, and Tonno, LLC dba Tonno Gloucester, and all related entities including, without limitation all officers, directors, agents, shareholders, partners, benefit plans, benefit plan sponsors, fiduciaries, administrators, or affiliates of any of the above; and all successors and assigns of any of the above.
- Nothing in this agreement shall be construed to limit the employee or the Company's right to recover the same damages available if a claim was brought to a traditional court.
- Either the Company or the employee must submit their written request to arbitrate to the other party within 300 calendar days from the date of the act giving rise to the dispute. Written requests sent to the Company must be directed to the Company at the following address: **Prezza Inc. 24 Fleet St. Boston, MA 021143**
- Employees must also submit a check payable to "Prezza Inc" for \$200 to pay the employee portion of the arbitration expenses within the 300 days. The Arbitration process will begin upon receipt of the check from the employee. If the employee fee has been increased since the employee joined the Company, the Company will inform the employee to pay the additional remainder within 30 days, but this action will not delay or terminate the arbitration process if not completed within the 300-day period. If the claim is covered by an applicable statute of limitations, the parties may submit it within that period or the 300-day period, whichever is longer.
- The arbitration hearing shall be a private hearing and the proceedings shall be confidential. The arbitrator(s) shall have the authority to enter any orders necessary to maintain the confidentiality of the proceedings, including but not limited to discovery and the hearing, in accordance with the AAA Rules.
- Neither party shall publish or arrange for publication of an award. An award shall have no legal effect on the claims of employees who are not party to the arbitration. Neither party may cite the arbitrator's decision as precedent in any other arbitration, or in any administrative or court proceeding, with the exception of citations to the decision on appeal of the arbitrator's award and/or to seek dismissal of the same claims.
- Acceptance of this Agreement is a term and condition of employment with the Company. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, nor does this Agreement in any way alter the "at-will" status of an employee's employment.

Class Action Waiver

Any arbitration of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). **THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.** The Parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided, or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**

**MUTUAL AGREEMENT TO ARBITRATE
EMPLOYEE ACKNOWLEDGMENT FORM**

I understand and acknowledge that I have received, read, and understood the Company Mutual Arbitration policy. I also acknowledge and understand that as a condition of continued employment with Prezza, Inc. dba Prezza, Safra Restaurant Group LLC dba The Blue Ox, CMRG, LLC dba Tonno Wakefield, and/or Tonno, LLC dba Tonno Gloucester, I have voluntarily agreed to submit all claims or disputes (as outlined in the policy) between us to binding arbitration. We agree that arbitration pursuant to this Agreement shall be the sole and exclusive remedy for resolving any such claims or disputes. I understand that by agreeing to arbitrate, neither I nor the Company is giving up any substantive rights under either state or federal law. Rather, we are only agreeing to submit any claim or dispute to an arbitral forum, rather than a judicial (court) one.

I understand that my acceptance of arbitration is a term and condition of employment with the Company. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, nor does this Agreement in any way alter the "at-will" status of my employment.

<p>Employee Signature _____</p> <p>Print Name _____ Date ____/____/____</p>
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*This signed Acknowledgement form must be maintained
in the employee's permanent personnel file.*