

Policy Acknowledgment, At Will Employment and Mutual Agreement to Arbitrate Claims

I acknowledge, and I understand I am responsible for being familiar with and adhering to Texas Health's policies, procedures and the Code of Business Ethics. I know how and am able to access Texas Health policies posted on the MyTexas Health intranet site (PolicyConnect), and I understand they are subject to periodic review and modification at any time. If I am unclear about a policy, procedure or regulatory requirement or if I am unable to access a policy for any reason, I know it is my responsibility to seek clarification and/or obtain the policy from my leader, a Human Resources representative, or through the Chain of Command process. I understand that the Texas Health Compliance Hotline (1-800-381-4728) and Human Resources are also available to me to ask questions, communicate concerns, or report suspected misconduct.

I further understand that no provision contained in Texas Health's policies constitutes a contract of employment that would alter the nature of my at-will employment relationship. As a Texas Health employee, I am employed at will, meaning my employment with Texas Health may be ended by me or by Texas Health at any time, with or without notice and with or without cause. I understand that nothing contained in this Acknowledgment or in Texas Health's policies shall be construed to interfere with my right to bring an administrative charge or file a complaint with a local, state, or federal government agency, including the EEOC or similar fair employment practice agency, or the National Labor Relations Board.

MUTUAL AGREEMENT TO ARBITRATE

Texas Health believes the best way to resolve disputes with its employees is by the use of mutually binding arbitration, as allowed by the Federal Arbitration Act (the "FAA") and Texas law. This Mutual Agreement to Arbitrate ("Agreement") is separate from the above-referenced policies, procedures and Code of Business Ethics, and unlike those documents and the above acknowledgment, this Agreement is a binding contract. By signing this Agreement, and as a condition of employment, Texas Health and I agree that both Texas Health and I must submit all legally cognizable, employment-related claims to mutually binding arbitration, rather than to a court or jury. Nothing in this Agreement requires Texas Health to initiate arbitration before disciplining me or terminating my employment. Texas Health and I, however, must use arbitration as the binding means for resolving legal disputes arising out of, or relating to my employment with Texas Health, through the methods outlined in Texas Health's Alternative Dispute Resolution Policy ("ADR Policy"), a copy of which can be obtained via MyTexasHealth intranet site (PolicyConnect). In the event of any conflict between this Agreement and the ADR Policy, this Agreement shall control.

CLAIMS SUBJECT TO ARBITRATION

I agree to submit all legally cognizable claims arising from my employment at Texas Health (including the termination or separation of that employment) to mutually binding arbitration. Claims covered by this Agreement include, but are not limited to, claims involving harassment, discrimination or retaliation of all types, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination In Employment Act, the Genetic Information Non-discrimination Act, and all other federal or state statutes establishing claims for harassment, discrimination or retaliation of any type, including workers' compensation retaliation. This Agreement extends to leave-related claims, including any alleged violation of the Family and Medical Leave Act, Equal Pay Act Claims and any other wage and wage and hour-related claims, meal and rest period-related claims, including violations of the Fair Labor Standards Act, claims related to the timeliness of wage payments, failure to comply with paycheck requirements, claims for incentive compensation, benefits, or the denial thereof, including claims brought pursuant to the Employee Retirement Income Security Act (after exhaustion of plan remedies) or for alleged compensation of any type. This Agreement also covers tort claims, including libel, slander, false imprisonment, negligence or negligent hiring, misrepresentation and claims for breach of contract or policy, breach of the Employee Polygraph Protection Act as well as the violation of any other federal, local, national or statutory law or regulation of any

kind and all common law claims or remedies. This Agreement also encompasses claims I may wish to assert against Texas Health's past, current or future affiliates, parents or subsidiaries, officers, directors or other employees. Any and all claims that may be resolved through mutually binding arbitration shall be subject to resolution through this Agreement, with the following exceptions: (i) claims for state insurance benefits (e.g., workers' compensation benefits, state disability benefits, or unemployment compensation); (ii) claims for which this Agreement would be invalid as a matter of the FAA or any state law not preempted by the FAA; and (iii) actions to enforce this Agreement, compel arbitration, or enforce or vacate an arbitrator's award under this Agreement as to which the parties agree and stipulate that such actions are covered and governed by both Section 2 of the FAA, 9 U.S.C. § 2 and the Texas Arbitration Act, except that if there is a conflict between the two then the law that provides for arbitration of the dispute shall govern. Judgment upon the Arbitrator's award may be entered in any court of competent jurisdiction. Nothing in this Agreement prohibits either party from seeking injunctive relief from a court of competent jurisdiction in aid of arbitration or to preserve the status quo pending arbitration.

Except as noted in the following paragraph, the Arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the formation, enforceability, applicability, or interpretation of this Agreement, including without limitation any claim that it is void or voidable. Thus, except as noted in the following paragraph, the parties voluntarily waive the right to have a court determine the enforceability of this Agreement. The parties have the right to file dispositive motions and post-hearing briefs. The Arbitrator's authority and jurisdiction are limited to determining the claims in dispute consistent with controlling law and this Agreement. Except as otherwise provided herein, the Arbitrator shall apply, and shall not deviate from, the substantive law of the state in which the claim(s) arose and/or federal law, as applicable. The Arbitrator shall not have the authority to hear disputes not recognized by existing law and shall dismiss such claims upon motion by either party in accordance with the summary judgment standards of the applicable jurisdiction. Similarly, the Arbitrator shall not have the authority to order any remedy that a court would not be authorized to order; rather, except as provided in the following paragraph, the Arbitrator shall have the power to award all legal and equitable relief that would be available in court under applicable law. The Arbitrator shall have the authority to issue subpoenas to compel the production of documents during discovery and the attendance of witnesses at the arbitration hearing and shall do so upon the reasonable request of either party. The Arbitrator shall render a written award setting forth findings of fact and conclusions of law.

WAIVER OF RIGHT TO PROCEED AS A CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP ACTION

This Agreement expressly prohibits the Arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means an Arbitrator shall hear only individual claims and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group of claimants or employees in one proceeding, to the maximum extent permitted by law. Any disputes concerning the validity of this paragraph must be decided by a court of competent jurisdiction, not by the Arbitrator. If any portion of this paragraph is determined to be unenforceable as a matter of law, the unenforceable portion shall be automatically severed from the Agreement, and the remaining portion of the waiver shall be enforced to the fullest extent of the law. If either party pursues a civil action in court involving both claims that are not arbitrable and claims that are properly subject to arbitration, the parties agree that the court shall stay litigation of the nonarbitrable claims and require that arbitration proceed with respect to those claims subject to arbitration. The parties further agree that in such a situation, the Arbitrator's decision on the claims subject to arbitration, including any determinations as to disputed factual or legal issues, shall be dispositive and entitled to full force and effect in any separate lawsuit on claims that by law are not subject to arbitration.

MISCELLANEOUS

No other representations are being relied upon by either party. This Agreement cannot be orally modified and shall remain in effect even after the termination of my employment. If any provision of this

Agreement is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render this 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 construed to incorporate the mandatory provision. In the event of such severance or modification, the remainder shall not be affected. Similarly, should a court or arbitrator determine arbitration is unavailable for any reason, the parties waive any right to a jury and instead agree and stipulate that the claim(s) at issue will be heard only by a judge, to the maximum extent permitted by law. This Agreement shall be construed as a whole, according to its fair meaning, and not for or against any party.

VOLUNTARY AGREEMENT / EFFECT OF CONTINUED EMPLOYMENT

I understand I have the opportunity to ask clarifying questions. I certify that my agreement with this Mutual Agreement to Arbitrate is knowing and voluntary and that by so agreeing I expressly waive the right to a jury. Furthermore, I agree that even without my electronic acknowledgement of my agreement with this Mutual Agreement to Arbitrate, my continued employment constitutes my consent to this Mutual Agreement to Arbitrate.