

## **WINDY CITY WIRE**

### **Binding Arbitration Agreement and Policy**

The immediate effective date of this Binding Arbitration Agreement and Policy is \_\_\_\_\_, 2026. The Company understands that employment related disputes may arise between employees and the Company from time to time, and accordingly has adopted this Binding Arbitration Agreement and Policy (the “Agreement”). As consideration for an offer of employment to a prospective employee and/or as consideration of continued employment to a current employee (collectively referred to as an “individual”), the Company, Windy City Wire, Cable and Technology Products, LLC, and its subsidiaries, indirect subsidiaries, agents, representatives, officers, employees, and affiliates (collectively, the “Company”) has immediately implemented and made effective this Agreement as of \_\_\_\_\_, 2026. The individual understands that he/she will not have continued employment with the Company or will not be considered for employment with the Company, unless he/she agrees to and signs this Agreement. As further and separate consideration, the Company has mutually agreed to the terms set forth herein with regard to any “Covered Claims” (described below) that it may have with regard to any individual.

Under this Agreement, “Covered Claims” (defined below) between an individual and the Company that are not resolved informally shall be resolved by mandatory binding arbitration in accordance with the terms set forth below. This agreement is mutual: it applies equally to “Covered Claims” raised by an individual or by the Company.

Accordingly, an individual should read this Agreement carefully, as it provides that Covered Claims related to an Individual’s employment must be resolved only through binding, “one-on-one” arbitration, on an individual basis only. Arbitration replaces the right of both parties to go to court, including the right to have a jury decide the parties’ claims. Also, this Agreement prohibits an Individual from filing, opting into, becoming a class member in, or recovering through a class action, collective actions, representative action or similar proceeding in federal, state, or local courts, administrative adjudication agency proceedings, or in arbitration proceedings. This has been described by the Supreme Court as “one-on-one arbitration.” Any arbitration shall be between ONLY the Company and the individual, proceeding on an individual basis only.

#### **I. “Covered Claims” Within the Scope of This Agreement.**

Except as it otherwise provides, this Agreement applies to the following “Covered Claims” between an individual and the Company: trade secrets, unfair competition, breach of loyalty/fiduciary duty, breach of nondisclosure of confidential information, breach of non-competition/non-solicitation covenants, privacy, hiring, personal injury, product liability, termination, discrimination, harassment, or retaliation (including but not limited to claims of discrimination and/or harassment on the basis of race, sex, religion, color, national origin, sexual

orientation, gender identity, disability, marital status, and/or veteran status), claims for common law wrongful discharge, claims for negligent hiring, and claims for negligent retention, claims arising under the Uniform Trade Secrets Act, Family and Medical Leave Act, Fair Labor Standards Act, Worker Adjustment and Retraining Act, Biometric Information Privacy Act, the Immigration Reform and Control Act, Employment Retirement Income Security Act, Genetic Information Non-Discrimination Act, and any and all other federal, state or local statutes or common law claims relating in any way to employment. This Agreement governs the resolution of any and all Covered Claims an Individual has against Company that could be filed in federal, state, or local courts or an administrative adjudication agency. This Agreement does not alter the at-will nature of an employee's employment relationship with the Company. Nor is it intended to substitute for, or alter, Company's existing internal procedures for informally resolving complaints. It does, however, set forth rules and procedures for arbitration that apply with full force and effect to a current employee or a prospective employee and the Company.

The Individual and the Company agree that this Agreement is enforceable under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). If the FAA is found not to apply by a court of competent jurisdiction, then this Agreement is enforceable under the laws of the state of Illinois and/or the laws of the State in which the employee is employed or where the prospective employee applied for employment. However, all parties agree that there will be no right to bring any dispute covered by this Agreement as a class action, collective action, or in a representative capacity of any form. This agreement provides only for one-on-one arbitration of employment-related disputes between a prospective or current employee and the Company.

## **II. What Is Not Covered by This Agreement.**

This Agreement does not apply to claims for workers compensation, state disability insurance, and unemployment insurance benefits. This Agreement also does not preclude an Individual from filing a claim or charge with a federal, state or local administrative agency such as the Equal Employment Opportunity Commission, the U.S. Department of Labor, the Occupational Safety and Health Commission, the Immigration and Naturalization Service, or the National Labor Relations Board, and any other comparable local, state or federal agency. Further, nothing in this Agreement excuses either party from bringing an administrative claim before a state or federal agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. This Agreement also does not apply to claims for injunctive relief related to enforcement of rights to trade secrets, or for injunctive relief related to agreements not to compete or solicit current customers or employees of Company.

This Agreement also does not apply to claims for employee benefits under any benefit plan sponsored by Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance; however, this Agreement does apply to any claims for breach of fiduciary duty, for penalties, or alleging any other violation of the Employment Retirement Income Security Act, as amended, even if such claim is combined with a claim for benefits. This

Agreement also does not apply to any dispute that is within the jurisdiction of, or amendable to resolution under, any valid collective bargaining agreement with the Company.

In accordance with its strict Non-Retaliation Policy, the Company will not take any retaliatory action whatsoever against any Individual that may make any type of claim or charge that is discussed in this Section. It is understood that a lawsuit brought by either party to enforce this Agreement is not retaliatory.

### **III. Pending Litigation.**

This Agreement does not apply in any way to any employment-related single-plaintiff lawsuit or any employment-related class, collective or representative action on file with any court related to the Company as of \_\_\_\_\_, 2026. This Agreement does apply, however, to all lawsuits that are filed on or after \_\_\_\_\_, 2026.

### **IV. Class Action Waiver, Collective Action Waiver, Representative Action Waiver, And Consolidated Action Waiver.**

The Individual agrees to bring any dispute in arbitration on an individual basis only. Also, this Agreement prohibits the Individual and Company from filing, opting into, becoming a class member in, or recovering through a class action, collective action, representative action or similar proceeding in court or in arbitration.

Separate and apart from the preceding paragraph, there shall be no right to file any sort of consolidated action of any sort for any reason (the “Consolidated Action Waiver”). All and any arbitration shall be brought on an individual basis only, directly between the Individual and the Company alone. No other party shall be joined or included in said arbitration for any reason whatsoever. Only a new agreement specifically as to this paragraph, signed in writing by Company and the Individual, can modify this prohibition on consolidated actions.

There shall be no right or authority for any dispute between the parties to this Agreement related to the Covered Claims to be brought, heard, or arbitrated as a class action (“Class Action Waiver”). The Class Action Waiver shall not be severable from this Agreement in any lawsuit in which (1) the complaint is filed as a class action and (2) the civil court of competent jurisdiction in which the complaint was filed finds the Class Action Waiver is unenforceable (and such finding is confirmed by appellate review if such review is sought). In such instances, the class action must be litigated in a civil court of competent jurisdiction and not as a class arbitration.

There will be no right or authority for any dispute between the parties to this Agreement related to the Covered Claims to be brought, heard or arbitrated as a collective action (“Collective Action Waiver”). The Collective Action Waiver shall not be severable from this Agreement in any lawsuit in which (1) the complaint is filed as a collective action and (2) the civil court of competent jurisdiction in which the complaint was filed finds the Collective Action

Waiver is unenforceable (and such finding is confirmed by appellate review if such review is sought). In such instances, the collective action must be litigated in a civil court of competent jurisdiction and not as a collective arbitration.

To the extent permissible by law, there shall be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general action, commonly known as a *qui tam* action (“Private Attorney General Action Waiver” and/or “Representative Action Waiver”). The Private Attorney General Action Waiver shall not be severable from this Agreement in any lawsuit in which (1) the complaint is filed as a private attorney general action and (2) the civil court of competent jurisdiction in which the complaint was filed finds the Private Attorney General Action Waiver is unenforceable (and such finding is confirmed by appellate review if such review is sought). In such instances, the private attorney general action must be litigated in a civil court of competent jurisdiction and not as a private attorney general arbitration.

Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver, the Collective Action Waiver, the Consolidated Action Waiver, or the Private Attorney General Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver, Collective Action Waiver, Consolidated Action Waiver and Private Attorney General Action Waiver shall be severable when a dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

## **V. Demanding Arbitration.**

Except where expressed otherwise in this Agreement and Policy, any Covered Claim subject to arbitration under this Agreement shall be governed by the American Arbitration Associations’ (“AAA”) Arbitration Rules and Procedures currently in effect at the time of the demand. This Agreement does not provide for mandatory mediation. To start the arbitration, the individual must submit a written demand for arbitration by certified mail to AAA at 150 N. Michigan Ave., Suite 3050, Chicago, IL, 60601, and simultaneously to the Company’s legal representative, Robert C. Aument, Daspin & Aument, LLP, 300 South Wacker, Suite 2200, Chicago, IL 60606. In the case of a Company-initiated demand for arbitration, the Company shall submit a written demand to AAA and notify the Individual of its initiation of the arbitration process by serving a copy of the demand for arbitration upon the Individual by certified and first-class mail, or personal delivery, to the current employee’s or prospective employee’s last known home address or place of employment. Any demand for arbitration by either party shall identify the parties, describe the statutory/legal and factual basis of the dispute, and specifically state the remedy being sought. The demand must be sent or personally served within the time limits or statute of limitations that would apply to the party’s claim if it were being resolved in a court and not by arbitration. The sent date will be determined by the date of postmark on the envelope in which the demand is properly mailed according to this paragraph.

## **VI. Authority of the Arbitrator.**

The arbitrator shall not alter, change, expand or restrict this Agreement, and the Arbitrator's authority is limited to those powers granted to him within the four corners of this Agreement. The arbitrator will not have the authority to determine whether this Agreement or any portion of it is unenforceable, revocable or valid. The arbitration shall be conducted in accordance with the laws and procedures of the State of Illinois and that of the Northern District of Illinois, to the extent that said laws and procedures, and the procedures and rules of the AAA, do not conflict in any way with the terms of this Agreement. The arbitrator shall resolve all disputes regarding the timeliness of the demand for arbitration. However, only a court of competent jurisdiction has the authority to determine whether a demand for arbitration is arbitrable under this Agreement as a Covered Claim. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the arbitration award to which that party may be entitled may be rendered ineffectual without such provisional relief. No such request shall be a waiver of the right to submit any dispute to arbitration.

## **VII. Selecting A Neutral Arbitrator; Payment.**

(a) Selection of the neutral arbitrator by the Parties. Should an Individual or the Company be unable resolve a Covered Claim, either party may demand arbitration. Within 30 days after the demand for arbitration, the Arbitrator shall be selected from a panel of seven (7) arbitrators associated with the Chicago Regional Office of AAA. The arbitrator shall be selected by mutual agreement of Company and the Individual (hereafter, the "employee") by each party alternately striking one arbitrator until only one arbitrator remains, who shall be deemed to have been mutually selected by the parties. The party who shall strike the first name shall be decided by a coin toss. Unless the Individual and Company mutually agree otherwise, the Arbitrator shall be a full-time neutral, licensed to practice law in Illinois, or a retired federal or state judicial officer who presided in Illinois who is associated with the AAA Chicago Regional Office. The location of the arbitration proceeding shall be no more than 45 miles from the location where the employee last worked for the Company, or currently works for Company, unless each party agrees in writing otherwise.

(b) Payment. Any filing fee will be paid by the party initiating arbitration. The filing fee of the individual shall be limited to the current filing fee charged for individuals by AAA, or as otherwise specified by AAA rules. Any postponement or cancellation fee imposed by the arbitration service will be paid by the party requesting the postponement or cancellation. All other expenses of the arbitration shall be paid by the party incurring them, including witness fees. If you are unable to access or print the AAA rules, you may obtain a printout of the Rules from the Human Resources Department.

### **VIII. The Arbitration Hearing and Award.**

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days after the close of the arbitration hearing, any party will have the right to prepare and serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, including an award of reasonable attorney's fees, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator. In determining whether any application or petition for attorney's fees is "reasonable" the Arbitrator shall consider the amount, if any, ultimately awarded and/or any settlement offers made by any party, and the timing thereof; these amounts being exclusive of any consideration of costs and/or attorney fees. Any amounts of attorney fees that are deemed excessive by the Arbitrator in consideration of the amounts, if any, recovered or offered in settlement at an earlier date, shall not be awarded by the Arbitrator as said fees shall be deemed by the Arbitrator as unreasonable. No remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement, merely the construction of "reasonable attorney fees" shall be construed as set forth herein. Each party shall pay the fees of any witnesses testifying at its request and pay the cost of any stenographic record of the arbitration hearing should it request such a record. The requesting party must notify the other party of such arrangements at least two (2) business days before the hearing. Within 30 days after the submission of the briefs or as soon as possible thereafter, the Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the content or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. This Agreement may be enforced by a court of competent jurisdiction through the filing of a petition to compel arbitration, confirm arbitration, or otherwise. The decision and award of the Arbitrator may also be judicially enforced pursuant to applicable law. The Individual and the Company agree that the decision of the Arbitrator shall be final and binding on all parties and shall be the exclusive remedy of the parties.

### **IX. Enforcement of This Agreement.**

This Agreement is the full and complete agreement relating to the formal resolution of Covered Claims. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. The Company and Individual agree that this Agreement prohibits any party from bringing a class, collective, consolidated or private attorney general action in arbitration, and provides for one-on-one arbitration only. This Agreement is subject to, and shall be construed by, the laws of the State of Illinois, without regard to its, or any other jurisdiction's, conflict of laws jurisprudence. The Company and Individual agree that electronic signature of this Agreement shall be binding and enforceable.

**X. Survivability.**

The individual and Company agree that this Agreement cannot be modified except by an amendment in writing signed by both parties. This Agreement shall remain in full force and effect at all times after the individual's separation from or rejection of employment from the Company or any successor, or successor-in-interest, to the Company.

**XII. Severability.**

The parties to this Agreement hereby agree that if any provision of this Agreement is found to be unenforceable to any extent or in violation of any statute, rule, regulation or common law, it will not affect the enforceability of the remaining provisions and the court and/or Arbitrator shall enforce the affected provision and all remaining provisions to the fullest extent permitted by law.

**XIII. Modification and Integration.**

This Agreement cannot be modified in any way whatsoever except by a document executed in handwriting by both the Company and the individual. This Agreement subsumes and is a completely integrated contract that expressly disclaims any oral representations not present in this Agreement. Any representations not contained expressly herein are therefore disclaimed and shall have no force and effect whatsoever.

**XIV. Waiver.**

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

**XV. Jury Trial Waiver.**

The parties to this Agreement hereby irrevocably and expressly waive any right that they might have had to a trial by jury of any Covered Claim(s) that are subject to this Agreement and hereby expressly agree to submit any such disputes to binding and mandatory arbitration as set forth in this Agreement.

Employee and prospective employee and Company understand that, absent this Agreement, they would each have a right to sue each other in court to initiate or be a party to a group or class action claim, and the right to a jury trial. Each party further understands that by executing this Agreement, each party gives up those rights and agree to have all covered claims

resolved by mandatory final and binding arbitration. Any employment relationship between the parties is terminable at-will, and no other inference is to be drawn from this agreement.

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Windy City Wire, Cable and Technology Products, LLC

By: (Printed Name) \_\_\_\_\_  
Its Authorized Agent