

# RESOLVE PROGRAM AND MUTUAL ARBITRATION AGREEMENT

## 1. INTRODUCTION

This RESOLVE Program and Mutual Arbitration Agreement (“RESOLVE Program” or “Agreement”) is between Employee (sometimes referred to as “me”, “I”, “You” or “Your”) and my employer (“Employer”). For purposes of this Agreement, any reference to Employer is intended to refer to the affiliated entity of Energy Transfer LP (“Energy Transfer”) that employs me or with whom I am applying or applied for a position, on behalf of itself and Energy Transfer (“Employer” and “Energy Transfer” shall be collectively referred to herein as the “Partnership”). **All disputes covered by this Agreement shall be decided by an arbitrator through final and binding arbitration and not by way of court or jury trial.**

## 2. DISPUTES COVERED BY THE AGREEMENT

Except as this Agreement otherwise provides, the Partnership and I mutually consent and agree to the resolution by arbitration of all claims or controversies, past, present, or future, including but not limited to, claims arising out of or related to my application for employment, employment, and/or the termination of my employment, that the Partnership may have against me or that I may have against: the Partnership; their parents, subsidiaries and affiliates; its and their predecessors, successors or assigns; the past, present or future officers, directors, general or limited partners, shareholders, members, employees, representatives or agents of any of the previously listed entities, in their capacity as such or otherwise; any benefit plans maintained by any of the previously listed entities; or the past, present, or future sponsors, fiduciaries, administrators, affiliates and agents of such benefit plans (collectively, the “Partnership Parties”); each and all of which can enforce this Agreement as direct or third-party beneficiaries.

The claims subject to arbitration are those that could be brought under applicable local, state or federal law. Except as it otherwise provides, this Agreement applies to claims, including but not limited to, those based upon or related to discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of an express or implied contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, wages or other compensation claimed to be owed, breaks and rest periods, termination, tort claims, equitable claims, and all statutory and common law claims unless specifically excluded below. The Agreement covers claims, including but not limited to, those under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Americans With Disabilities Act, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Credit Reporting Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the False Claims Act, the Employee Retirement Income Security Act (except for claims for employee benefits under any group health plan sponsored by the Partnership Parties and covered by the Employee Retirement Income Security Act), the Affordable Care Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, and state or local statutes or regulations addressing the same or similar subject matters, and, except as this Agreement otherwise provides, all other federal, state, or local legal claims arising out of or relating to Your application for employment, employment or the termination of employment.

The Arbitrator—and not any federal, state, or local court or agency—will have exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, alleged waiver, enforceability or formation of this Agreement. However, as stated in the “Class and Collective Action Waivers” section below, the preceding sentence will not apply to the Class Action Waiver and/or Collective Action Waiver.

## 3. DISPUTES NOT COVERED BY THE AGREEMENT

The Partnership and I agree that the following claims are not covered under this Agreement: (i) Workers’ Compensation benefit claims; (ii) state unemployment or disability insurance compensation claims; (iii) claims that under the Dodd-Frank Wall Street Reform and Consumer Protection Act or other controlling federal statutes are barred from the coverage of arbitration agreements; and (iv) any claims against a federal contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense (“DoD”) Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense (“DoD”) Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), or any successor DoD appropriations act or any similar controlling federal statutes and their implementing regulations.

Nothing in this Agreement prevents You from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, or Office of Federal Contract Compliance Programs. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Partnership will not retaliate against me for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act. This Agreement also does not prevent or prohibit You in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

The Partnership or I 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 award to which that party may be entitled would be ineffectual without such provisional relief. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All issues of final relief shall be decided in arbitration, and pursuing the temporary or preliminary injunctive relief described shall not constitute a waiver of rights under this Agreement.

#### **4. PRE-ARBITRATION PHASES**

Arbitration of disputes, like litigation, requires the presentation of a party's issue in a formal proceeding to an external third party for a final, binding decision. Accordingly, the Partnership has implemented pre-arbitration phases that encourage dialogue intended to amicably resolve disputes before they end up in arbitration. The goal of these pre-arbitration phases is to identify a positive solution that satisfies both parties and preserves relationships. The Partnership believes that these pre-arbitration phases can be a very effective way to resolve disputes without resorting to adversarial proceedings.

This Agreement does not prevent or excuse You or the Partnership from using informal avenues to raise or resolve concerns—including disputes that are covered under this Agreement. Additionally, for any issue regarding benefits under a Partnership benefit plan that is covered under this Agreement You will be asked to use the processes in place within each benefit plan to address Your concerns before starting the phases of this Agreement.

This Agreement has four phases that range from internal, quick ways to resolve issues to external methods that are more formal and take more time. The Open Door and Internal Conference Phases are available for any type of claim. In addition to these Phases, the Mediation and Arbitration Phases, are external processes that are available if the claim asserts a legally protected right. You and the Partnership must proceed consecutively through each phase of the process, except (1) the parties shall agree to waive the Open Door Phase and Internal Conference Phase of this Agreement at the employee's request for any legally protected claim for which an employee has filed an administrative charge with a government agency or completed any administrative processes required by a benefit plan or (2) if the parties mutually agree in writing to waive one or more of the pre-arbitration phases.

##### **a. Open Door Phase**

The Open Door Phase offers you a variety of ways in which you can resolve your problem. The Open Door Phase is a process that allows you to talk to your supervisor or a higher level of management without fear of retaliation. Although you are encouraged to attempt to resolve your problem at the lowest possible level, you may, at any time, elevate your issue to the next level of management. Also, if you feel uncomfortable raising concerns with your immediate supervisor, or if you feel your concern was not resolved with your supervisor, you may raise the concerns with the next level of supervision, or any level of supervision. At this level, a representative of the Human Resources Department will be asked to participate in the resolution process, if not already involved. You are also encouraged, at any time, to contact your Human Resources Department for advice or assistance, and/or to request that it conduct an investigation. Human Resources professionals typically have substantial experience in helping employees deal with a variety of workplace problems. At any time, you may also call the EthicsPoint Confidential Helpline at 1-888-332-3592 or 1-800-228-5687 to report your concern. At any time during the Open Door Phase, the Partnership may need to place discussions on hold while it does an investigation of the issue or concern raised.

If You are not satisfied with the results of the Open Door Phase, You should proceed to the Internal Conference Phase.

##### **b. Internal Conference Phase**

The Internal Conference phase allows you to talk with an administrator of the Partnership's RESOLVE Program under this Agreement ("Program Administrator") about your concern and participate in a process for resolving it. You can contact the RESOLVE Program Administrator by calling 844-458-5446 or emailing [Resolve.Mailbox@energytransfer.com](mailto:Resolve.Mailbox@energytransfer.com) or obtain the Program Administrator's contact information from Your Human Resources Representative. The Internal Conference may be conducted in person or by telephone by the Program Administrator or a representative who is experienced in employee matters. The goal of the Internal Conference Phase is to resolve the issue or help everyone involved agree on a way to resolve it. The resolution process may include one of the following:

- *Continue through the Open Door Phase.* Once at the Conference, You may agree that the best way to resolve Your concern is to loop back to the chain of command or to Human Resources.
- *Seek an Informal Resolution.* The Program Administrator or representative can provide informal assistance by providing a neutral, facilitated meeting with all parties to try to resolve Your issue. The Program Administrator or representative will listen objectively to both sides and try to help resolve the issue. This process may involve further investigation of the matter before the matter can be resolved.

Similar to external mediations, all statements made during the Internal Conference are solely for purposes of resolving the issue. Such statements will not be admissible as evidence in the arbitration. To request an Internal Conference after you have engaged in the Open Door process, you should contact your Human Resources Representative or the Program Administrator and you will be asked to complete a written request.

If You are not satisfied with the results of the Internal Conference Phase, You should proceed to Mediation.

### **c. Mediation**

If the dispute is based on a legally protected right and has not been resolved in the Open Door or Internal Conference Phases described in this Agreement, You and the Partnership must attempt to resolve the dispute in mediation prior to either the Partnership or you initiating arbitration.

Mediation is a non-binding process where a neutral third-party (a mediator) works with the parties to reach a mutually agreeable settlement of the dispute. Mediation only applies to disputes involving legally protected rights. If a settlement is not reached, the mediator has no authority to impose one. You will request Mediation by submitting a written request to Your Human Resources Representative or the Program Administrator. If the Partnership requests mediation, it will send a written request to the last home address You provided to the Partnership for its personnel records.

Unless otherwise agreed to by the parties, the mediation will be administered by the American Arbitration Association (“AAA”) and, except as provided in this Agreement, will be held under the AAA (“AAA”) Employment Mediation Procedures (“AAA Mediation Procedures”). The AAA Mediation Procedures are contained within the AAA Employment Arbitration Rules and Mediation Procedures and are available from the Program Administrator, the Human Resources Department or may be found at [www.adr.org/employment](http://www.adr.org/employment) or by searching for “AAA Employment Mediation Rules” using a service such as [www.Google.com](http://www.Google.com) or [www.Bing.com](http://www.Bing.com). The parties will have the right to review at least two (2) lists of mediators from AAA’s Panel of Mediators before AAA makes the appointment from among other members of its Panel of Mediators. The Partnership will pay all of the fees and costs of Mediation.

If Mediation is successful, the parties will memorialize any resolution in a written agreement signed by both parties. If it is not successful, and if either You or the Partnership wishes to pursue the claim, any covered claim is subject to Arbitration under this Agreement for a final and binding decision.

## **5. ARBITRATION OF COVERED DISPUTES**

If the dispute has not been resolved in the Open Door, Internal Conference or Mediation Phases described in this Agreement and is otherwise subject to arbitration, You and the Partnership must pursue the dispute only in arbitration and not in court. Arbitration of such disputes is mandatory.

The Partnership and You agree that the aggrieved party must make a written Request for Arbitration of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that applicable local, state or federal law prescribes for the claim and that, notwithstanding any other clause in this Agreement, nothing in this Agreement excuses or prevents the aggrieved party from doing so. In addition, unless otherwise prohibited by applicable law as determined by the arbitrator, neither filing nor serving a lawsuit stops the applicable statute of limitations from continuing to run. The arbitrator will resolve all disputes regarding whether the demand for arbitration was proper and on time.

A written Request for Arbitration to the Partnership shall be sent to Your Human Resources Representative or the Program Administrator (requests may be sent to the Program Administrator by email to [Resolve.Mailbox@energytransfer.com](mailto:Resolve.Mailbox@energytransfer.com)). Your Request for Arbitration should include the following information: your name, employer, job classification, department or store number, home address, and telephone number. If the Partnership initiates arbitration against You, it will provide notice to You at the last known address You provided to the Partnership for its personnel records. The Request for Arbitration shall be provided to the other party by hand delivery and/or by certified or registered mail, return receipt requested.

The Request for Arbitration shall, unless otherwise required by law, identify and describe the nature of all claims asserted, the facts upon which such claims are based, and the relief or remedy sought.

## **6. CLASS AND COLLECTIVE ACTION WAIVERS**

THE PARTNERSHIP AND I AGREE TO BRING ANY DISPUTE IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY. Accordingly,

- a. THE PARTNERSHIP AND I WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A CLASS ACTION and the Arbitrator will have no authority to hear or preside over any such claim (“Class Action Waiver”). Notwithstanding any other clause in this Agreement, the Class Action Waiver is severable from (will no longer be a part of) this Agreement in any instance in which (1) the dispute is filed as a class action and (2) there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.
- b. THE PARTNERSHIP AND I WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A COLLECTIVE ACTION and the Arbitrator will have no authority to hear or preside over any such claim (“Collective Action Waiver”). Notwithstanding any other clause in this Agreement, the Collective Action Waiver is severable from (will no longer be a part of) this Agreement in any instance in which (1) the dispute is filed as a collective action and (2) there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction.

Notwithstanding any other clause in this Agreement and/or any rules or procedures, including the current or future rules of any arbitration organization, that might otherwise apply because of this Agreement, any claim that the Class and/or Collective Action Waiver or any portion of the Class and/or

Collective Action Waiver is unenforceable, inapplicable, unconscionable, or void or voidable, shall be determined only by a court of competent jurisdiction and not by an arbitrator.

## **7. REPRESENTATION**

Any party may be represented for a Mediation and/or an Arbitration brought under this Agreement by an attorney selected by the party. In addition, I understand and agree that I have been given the opportunity to discuss this Agreement with my private legal counsel and have availed myself of that opportunity to the extent I wish to do so.

## **8. PROCEDURES AND RULES**

The arbitration will be held under the auspices of the American Arbitration Association (AAA), and except as provided in this Agreement, shall be under the then-current Employment Arbitration Rules of the AAA ("AAA Rules"). The AAA Rules are available from the Program Administrator, the Human Resources Department or may be found at [www.adr.org/employment](http://www.adr.org/employment) or by searching for "AAA Employment Arbitration Rules" using a service such as [www.Google.com](http://www.Google.com) or [www.Bing.com](http://www.Bing.com).

Unless the parties jointly agree otherwise, the Arbitrator shall be either an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction ("Arbitrator"). Unless the parties jointly agree otherwise, the arbitration shall take place in or near the city in which You were last employed by the Partnership.

The Arbitrator shall be selected as follows: AAA will give each party a list of at least nine arbitrators drawn from its panel of arbitrators. The parties will follow AAA Rules for striking unacceptable arbitrators and ranking their preference among the acceptable arbitrators on that first list. From among the persons who have been approved on both parties' lists, and in accordance with the designated order of mutual preference, AAA shall invite an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the first submitted list, AAA will provide an additional list of nine arbitrators from which the parties will strike alternately by telephone conference convened by AAA, with the party striking first to be determined by a coin toss, until only one name remains. That person will be designated as the Arbitrator. If for any reason, the individual selected cannot serve or the foregoing procedures do not result in the selection of an arbitrator, AAA will issue another list of nine arbitrators and repeat the alternate striking selection process. If for any reason AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator.

The Arbitrator may award to You or the Partnership any remedy to which that party is entitled under applicable law (including, but not limited to, legal, equitable, and injunctive relief), but such remedies are limited to those that would be available to a party in his or her individual capacity in a court of law for the disputes presented to and decided by the Arbitrator. The Arbitrator is without jurisdiction to apply any different substantive law.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and may hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. Either party may file a motion to dismiss and/or a motion for summary judgment, and the Arbitrator shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator will set a briefing schedule for such motions, which includes a decision issued at least 45 days before the arbitration hearing, upon the request of either party.

At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration. The Arbitrator shall have the authority to issue appropriate protective orders to ensure the confidentiality of the proceedings or safeguard personal or privacy rights, under applicable law. Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is then before him or her.

Either party upon its request shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. The Arbitrator shall render an award by written opinion no later than 30 days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later, unless the parties agree otherwise. The opinion shall be in writing and include the factual and legal basis for the decision. The decision of the Arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

## **9. DISCOVERY AND SUBPOENAS**

The parties shall be entitled to adequate discovery. Accordingly, each party shall have the right to take the deposition of two individuals and any expert witness designated by another party. Each party also shall have the right to submit requests for production of documents to any party. Each party shall have the right to subpoena witnesses and documents for the arbitration, and documents relevant to the case from third parties. Additional discovery may be had by mutual agreement of the parties or the arbitrator may grant such additional discovery if the party has demonstrated to the Arbitrator that it needs that discovery to adequately arbitrate the claim, taking into account the parties' mutual desire to have a speedy, less-formal, cost-effective dispute resolution mechanism.

## **10. ARBITRATION FEES AND COSTS**

The party that initiates the arbitration will pay a filing fee as required by AAA (but if You initiate arbitration Your portion of the fee will not exceed the lesser of \$300.00 or the court filing fee applicable in the jurisdiction where the arbitration will be conducted). If You are financially unable to pay a filing fee as determined by AAA, You will be relieved of the obligation to pay the filing fee. The Partnership will pay all other fees and costs of the Arbitrator or administrative fees and costs assessed by AAA. Each party will pay for its own costs and attorneys' fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this Agreement to be enforceable, then such law will be followed.

## **11. CONSTRUCTION**

Subject to what is set forth in the "Class and Collective Action Waiver" section above, if any provision of this Agreement is adjudged to be invalid, unenforceable, unconscionable, void, or voidable, in whole or in part, such provision shall, without affecting the validity of the remainder of the Agreement: (i) be modified to the extent necessary to render such term or provision enforceable preserving to the fullest extent possible the intent and agreements herein, or (ii) to the extent such modification is not permissible, be severed from this Agreement. All remaining provisions shall remain in full force and effect. A waiver of one or more provisions of this Agreement by any party shall not be a waiver of the entire Agreement or any other provision.

## **12. CONSIDERATION**

The Partnership and I agree that the mutual obligations by the Partnership and me to arbitrate disputes provide consideration for this Agreement.

## **13. GOVERNING LAW**

The Federal Arbitration Act (9 U.S.C. §1 et seq.) governs this Agreement, which evidences a transaction involving commerce. If the Federal Arbitration Act does not apply, the parties agree that the Texas Arbitration Act would apply.

## **14. AT WILL EMPLOYMENT**

The Partnership and I understand and agree this Agreement does not alter the "at-will" status of my employment, and does not guarantee me an offer of employment or continued employment.

## **15. SOLE AND ENTIRE AGREEMENT AND EFFECTIVE DATE**

The Partnership and I agree this is the complete agreement of the parties on the subject of arbitration of covered disputes. Unless this Agreement in its entirety is deemed void, unenforceable or invalid, this Agreement supersedes any prior or contemporaneous oral or written understandings on the subject of arbitration of covered claims. However, for individuals who previously entered into agreements to arbitrate claims with the Partnership and/or any of its predecessors, subsidiaries, parents or affiliates, this Agreement will be effective, and will apply to "past, present, and future" covered disputes on the thirty-first day after notice is given to You of this Agreement and will not apply to any claims that have already been asserted/initiated under any such previous agreement to arbitrate prior to the effective date of this Agreement, and the previous agreement will continue to apply to such claims.

This Agreement shall survive the termination of my employment and the expiration of any benefit, and it will apply upon re-employment by the Partnership or its affiliates, if my employment is ended but later renewed. This Agreement will also continue to apply if there is any change in my duties, responsibilities, position, or title, or if I transfer to any affiliate of the Partnership. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as set forth in this Agreement. This is a stand-alone contractual agreement to arbitrate claims; therefore, any statements in any Partnership handbooks or policies that otherwise disclaim contracts do not apply to this Agreement.

## ***ACCEPTED AND AGREED TO:***

### ***The Partnership***