

DISPUTE RESOLUTION AGREEMENT

1. How This Agreement Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce. Except as it otherwise provides, this Agreement applies to any legal dispute, past, present or future, arising out of or related to Associate's (sometimes "you" or "your") application for employment, employment with IN-N-OUT Burgers ("Company") or relationship with any of its agents, employees, affiliates, successors, assigns, subsidiaries or parent companies (each of which are third party beneficiaries of this Agreement) or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse Associate from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Except as this Agreement otherwise provides, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, including the scope, formation, enforceability, revocability or validity of the Agreement or any portion of the Agreement.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes with any entity or individual arising out of or related to the application for employment, background checks, privacy, employment relationship or the termination of that relationship (including post-employment defamation or retaliation), contracts, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Rehabilitation Act, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 8 U.S.C. § 1324b (unfair immigration related practices), the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory and legal claims (including without limitation torts) arising out of or relating to your employment or the termination of employment.

2. Limitations on How This Agreement Applies

This Agreement does not apply to litigation between you and the Company pending in a state or federal court or arbitration as of the date of your receipt of this Agreement.

This Agreement does not apply to claims for workers compensation, state disability insurance and unemployment insurance benefits.

This Agreement does not prevent you from filing unfair labor practice charges with the National Labor Relations Board (www.nlrb.gov). The Company will not retaliate against you for filing such a charge. 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, 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

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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 Company will not retaliate against you 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.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or another Act of Congress are also excluded from the coverage of this Agreement.

3. Mediation

Either party may request to engage in mediation for any dispute before proceeding to arbitration. In the event that the parties mutually agree to mediate the dispute, the Company will pay the entirety of the mediator's costs and fees. A neutral mediator will be selected by mutual agreement of the parties.

4. Selecting the Arbitrator

The Arbitrator shall be selected by mutual agreement of the Company and the Associate. Unless the Associate and Company mutually agree otherwise, the Arbitrator shall be an attorney experienced in arbitrating employment law disputes or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45 miles from the place where the Associate last worked for the Company, unless each party to the arbitration agrees in writing otherwise.

5. Starting the Arbitration

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to the Company shall be provided to the Company's Legal Department, 4199 Campus Drive, 9th Floor, Irvine, California 92612. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. 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 determinations of final relief, however, will be decided in arbitration.

6. How Arbitration Proceedings Are Conducted

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. A party, or at a party's request the Arbitrator, may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.

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7. Class, Collective and Private Attorney General Representative Action Waivers

You and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective or private attorney general representative action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall be severable from this Agreement in any case 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) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action ("Collective Action Waiver"). The Collective Action Waiver shall be severable from this Agreement in any case 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.

(c) There will be no right or authority for any dispute to be brought, heard or arbitrated on behalf of others as a private attorney general representative action ("Private Attorney General Representative Action Waiver"). Claims you bring on your own behalf for civil penalties and unpaid wages shall however be arbitrable under this Agreement. The Private Attorney General Representative Action Waiver shall be severable from this Agreement in any case in which (1) the dispute is filed as a private attorney general representative action and (2) there is a final judicial determination that the Private Attorney General Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the private attorney general representative action must be litigated in a civil court of competent jurisdiction.

You will not be retaliated against, disciplined or threatened with discipline as a result of your filing of or participation in a class, collective or private attorney general representative action in any forum. However, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver, Collective Action Waiver and Private Attorney General Representative Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or private attorney general representative actions or claims. Notwithstanding any other clause contained in this Agreement, any claim in court or arbitration that all or part of the Class Action Waiver, Collective Action Waiver or Private Attorney General Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by the court and not by an arbitrator.

The Class Action Waiver, Collective Action Waiver and Private Attorney General Representative Action Waiver, and any other provision of this Agreement, shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

8. Paying for the Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.

9. The Arbitration Hearing and Award

Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that

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party is entitled under applicable law, 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, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. 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 existence, 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.

10. An Associate's Right to Opt Out of this Agreement

An Associate may submit a form stating that the Associate wishes to opt out and not be subject to this Agreement. The Associate must submit a signed and dated statement on a "Dispute Resolution Agreement Opt Out Form" ("Form") that can be obtained from the Company's website, www.in-n-out.com, under the Associate Link tab at the bottom of the home page. In order to be effective, the signed and dated Form must be returned to the Human Resources Department within 30 days of the Associate's receipt of this Agreement. For Associates under 18 years old choosing to opt out, the signed and dated Form must be returned to the Human Resources Department within 30 days of the receipt of the Agreement by the Associate's parent or guardian. An Associate who timely opts out as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. Should an Associate not opt out of this Agreement within 30 days of the Associate's (or minor Associate's parent or guardian's) receipt of this Agreement, continuing the Associate's employment constitutes mutual acceptance of the terms of this Agreement by Associate and the Company. An Associate has the right to consult with counsel of the Associate's choice concerning this Agreement.

11. Non-Retaliation

It is against Company policy for any Associate to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If any Associate believes that he or she has been retaliated against by anyone at the Company, the Associate should immediately report this to the Human Resources Department.

12. Enforcement of this Agreement

This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. I acknowledge receipt of and agree to this Agreement.

AGREED: IN-N-OUT Burgers

AGREED and RECEIVED

Associate Name

Associate No.

Associate Signature

Date of Signature

If Associate is a minor, Parent or Legal Guardian must also sign and date below:

Signature of Parent or Legal Guardian

Date of Signature