

**KAPPA ALPHA ORDER
CLAIM AND DISPUTE RESOLUTION PLAN**

1. Purpose and Construction

The Plan is designed to provide for the quick, fair, accessible, and inexpensive resolution of legal disputes between the Fraternity, and between any parent, affiliate, or successor of the Fraternity, or any of their officers, directors, new members, alumni, or members, and the Fraternity's present and former members, related to or arising out of a membership relationship with the Fraternity or participation in a Fraternity activity, expressly including, but not limited to, any legal disputes in which any present or former Kappa Alpha Order member asserts a claim or dispute against the Fraternity, any parent, affiliate, or successor of the Fraternity, or any of their officers, directors, or members, and the Fraternity's present and former members. The Plan is intended to create an exclusive procedural mechanism for the final resolution of all disputes falling within its terms. It is not intended either to reduce or enlarge substantive rights available under existing law. The Plan should be interpreted in accordance with these purposes.

2. Definitions

- A. "AA" means any federal or state-recognized Arbitration Association or a similar, local group of arbitrators selected by Sponsor to hear the member's claim or dispute in the area of the Chapter's location.
- B. "Sponsor" means Kappa Alpha Order.
- C. The "Act" means the Arbitration Act of the state in which the claim or dispute arises, or the Federal Arbitration Act if applicable.
- D. "Fraternity" means Kappa Alpha Order, house corporations, and every student chapter or alumni organization of Kappa Alpha Order and all of their officers, directors, members, and agents. "Fraternity" also includes every plan of benefits or foundation, whether or not tax-exempt, established or maintained by any such entity, and the fiduciaries, agents and members of all such entities. "Fraternity" also includes the successors and assigns or all such persons and entities.
- E. "Claim" means any legal or equitable claim, demand or controversy for any personal injury, equitable relief or property damage arising out of any tort, statute (local, state or federal) or breach of contract involving the Fraternity. This includes but is not limited to any type of allegation of negligence, intentional acts, defamation, discrimination, contribution or indemnity.
- F. "Dispute" means a claim, demand or controversy to which this Plan applies, between persons bound by the Plan or by an agreement to resolve disputes under the Plan, or between a person bound by the Plan and a person or entity otherwise entitled to its benefits.
- G. "Member" means any new member, pledge, initiate, existing member, alumni, or former member of Kappa Alpha Order.
- H. "Party" means a person bound by this Plan.
- I. "Plan" means this Kappa Alpha Order Claim and Dispute Resolution Plan, as amended from time to time.
- J. "Referee" means a person selected under this Plan to decide or mediate a Claim or Dispute, such as an arbitrator or mediator. "Decision by Referee" means resolution of a Claim or Dispute by arbitration or any other method selected by the Parties under this Plan.
- K. "Rules" means the Kappa Alpha Order Claim and Dispute Resolution Rules, as amended from time to time.

3. Application and Coverage

- A. Until revoked by Sponsor pursuant to this Plan, this Plan applies to and binds the Fraternity and each Member on or after the effective date of this Plan, and the heirs, beneficiaries and assigns of any such person. All such persons shall be deemed Parties to this Plan.
- B. Except as provided for herein, this Plan applies to any legal or equitable Claim, Dispute, demand or controversy, in tort, in contract, under statute (local, state or federal), or alleging violation of any legal obligation, between persons bound by the Plan, or between a person bound by the Plan and any person or entity entitled to its benefits, which relates to, arises from, concerns or involves in any way any Claim or Dispute as defined, herein, arising out of or involving the Fraternity or any Fraternity activity. This includes any direct or indirect claims for contribution or indemnity.
- C. Notwithstanding anything to the contrary in this Plan, the Plan does not apply to claims for workers compensation benefits or unemployment compensation benefits.

4. Resolution of Disputes

All disputes not otherwise settled by the Parties shall be finally and conclusively resolved under this Plan and the Rules.

5. Amendment

- A. This Plan may be amended by Sponsor at any time with thirty (30) days notice. However, no amendment shall apply to a Dispute of which Sponsor had actual notice on the date of amendment.
- B. Sponsor may amend the Rules at any time with thirty (30) days notice. However, no amendment will be effective:
 - 1. until reasonable notice and acceptance of the amendments are made available on the Kappa Alpha Order website to all members, or
 - 2. as to a Claim or Dispute of which Sponsor had actual notice (by notice of intent to arbitrate or otherwise) on the date of amendment.

6. Termination

This Plan may be terminated by Sponsor at any time. However, termination shall not be effective:

- A. until 10 days after reasonable notice and acceptance of termination is given to Members;
or
- B. as to Claims or Disputes which arose prior to the date of termination.

7. Applicable Law

- A. The Act shall apply to this Plan, the Rules, and any proceedings under the Plan or the Rules, including any actions to compel, enforce, vacate or confirm proceedings, awards, orders of a Referee, or settlements under the Plan or the Rules.
- B. Other than as expressly provided herein, or in the Rules, the substantive legal rights, remedies and defenses of all Parties are preserved. In the case of arbitration, the arbitrator shall have the authority to determine and implement the applicable law and to order any and all relief, legal or equitable, including punitive damages, which a Party could obtain from a court of competent jurisdiction on the basis of the claims made in the Dispute.
- C. Other than as expressly provided herein, or in the Rules, the Plan shall not be construed to grant additional substantive legal or contractual rights, remedies or defenses which would not be applied by a court of competent jurisdiction in the absence of the Plan.

8. Administrative Proceeding

- A. This Plan shall apply to a Dispute pending before any local, state or federal administrative body unless prohibited by law.
- B. Participation in any administrative proceeding by the Fraternity shall not affect the applicability of the Plan to any such dispute upon termination of the administrative proceedings. A finding, recommendation or decision by an administrative body on the merits of a dispute subject to this Plan shall have the same legal weight or effect under the Plan as it would in a court of competent jurisdiction.

9. Exclusive Remedy

Proceedings under the Plan shall be the exclusive, final and binding method by which Disputes are resolved. Consequently, the institution of a proceeding under this Plan shall be a condition precedent to the initiation of any legal action (including action before an administrative tribunal with adjudicatory powers) against the Fraternity arising out of the membership or participation in Fraternity activities of a member by the Fraternity and any such legal action shall be limited to those under the Act.

10. Effective Date

The effective date of this Plan is August 1, 2006.

11. Severability

The terms of this Plan and the Rules are severable. The invalidity or unenforceability of any provision therein shall not affect the application of any other provision. Where possible, consistent with the purposes of the Plan, any otherwise invalid provision of the Plan or the Rules may be reformed and, as reformed, enforced.

12. Assent

Accepting membership, becoming a new member or continued membership after the Effective Date of this Plan and any amendments constitutes consent by both the Member and the Fraternity to be bound by this Plan, both during the membership and after termination of membership.