

Vigilant Society Members Arbitration Agreement

NOTICE

KNOW ALL that each individual member of Vigilant Society hereby surrenders, submits and agrees to binding arbitration as herein described, and in the case of a corporation the responsible officer designated with authority to sign or endorse and bind the corporation does acknowledge this agreement and agrees to binding arbitration, and in the case of a minor the parent or legal guardian does acknowledge on behalf of the minor does surrender, submits/submission and agrees/agreement to binding arbitration to wit:

Upon acceptance by Vigilant Society of my application to become a member in good standing, I hereby acknowledge prior receipt of this Notice and agree completely, without reservation of any kind or nature, to binding arbitration regarding any and all disputes arising between Vigilant Society and myself or the corporation for which I represent or the minor child I lawfully represent as Guardian. Furthermore, I submit myself, the Corporation for which I am lawfully designated to sign agreements and bind the corporation, a guardian or lawfully designated person on behalf of a minor child, to an *ad hoc* arbitration process with any and all claims or actions pursuant to my / our membership in Vigilant Society and more fully defined as follows:

Venue of Binding Arbitration shall be:

Georgetown, Grand Cayman, Cayman Islands, B.W.I.

Jurisdiction shall be: Cayman Islands, B.W.I.

Choice of Laws: The choice of laws governing any arbitration shall be governed by *ex aequo et bono* or as *amiable compositeur*, and in the event such provision of equity and conscience be ruled unlawful in the jurisdiction, as alternative the Laws of Alternative Dispute Resolution shall apply and in the alternative the Laws of Contracts as promulgated by the Parliament / Legislature of the Cayman Islands, B.W.I. shall apply.

Pursuant to the Ad Hoc process, all parties to any dispute arising pursuant to membership in Vigilant Society shall, without further appeal in any jurisdiction submit to binding resolution as may be decided by a three (3) party panel hereinafter called the Ad Hoc Panel, consisting of one (1) panel member chosen by the complaining party from the local community, one (1) member chosen by the defending party from the local community and one neutral member from the local community chosen by the two previously nominated panel members.

Authority and Powers of the Ad Hoc Arbitrators. Once validly appointed, the arbitral tribunal has jurisdiction to make and publish a binding award on those matters referred to it by the parties for determination. The Arbitration Law confers on arbitrator's powers, such as, for example, to compel the parties to attend a hearing and to provide the arbitrators with whatever evidence they deem necessary for the resolution of the dispute.

Where a party fails to comply with the arbitrators' directions, they may make an award in default or draw adverse findings from that party's failure to do so, provided that the defaulting party is given a reasonable opportunity to participate in the process. The resulting award may then be enforced against the defaulting party by way of an action on the award in the Cayman court. The claimant is therefore assured of a result, even where the other party does not co-operate in the proceedings. The arbitrator is empowered under Cayman law to come to a view on the merits of the dispute in accordance with the law, which governs the dispute.

Limitation on award. An award 'limited to and not greater than' the individual membership fee may be awarded by the Ad Hoc Panel and Vigilant Society shall not be liable in any amount for any claim greater than the complaining member's individual membership fee. Furthermore, Vigilant Society is not party to any medical or surgical treatment process and is expressly excluded as defendant party in and to any claim of malpractice, which may arise from a member's medical-surgical treatment and Vigilant Society shall hereinafter be held harmless in such event or complaint. .

Attorney's fees and costs: Attorney fees and costs involved in any action pursuant to membership are expressly excluded and may not be awarded in any amount. Each party is responsible for their costs of travel, attorney's fees, if any. All other costs specifically associated with the costs of the three (3) member mediation panel shall be borne by the party losing on the merits or default.

Process. A complaining party must provide written notice, signed by the member stating the specifics of the complaint including return service address. The complaining member must provide such written notice of complaint and relief requested not less than 90 days prior to a demand for Arbitration to: Vigilant Society POB 57483 Oklahoma City, Oklahoma 73157.