

American Contract Bridge League
BINDING ARBITRATION AGREEMENT

Last Updated February 2022

The American Contract Bridge League (“ACBL”) and each of its individual members agree as follows:

1. Any dispute in any way related to membership in the ACBL (including certain disciplinary matters set forth in the ACBL Code of Disciplinary Regulations (“CDR”)), or any action for damages or injunctive relief against ACBL or any action to reverse, modify, amend, or delay enforcement of a disciplinary action or other decision of the ACBL, regardless of the facts or legal theories involved, shall be resolved by the ACBL member or former member with ACBL on an individual and confidential basis through the steps set forth in this arbitration agreement up to and including final binding arbitration before the American Arbitration Association (“AAA”) by a single arbitrator. Notwithstanding the foregoing, certain disciplinary matters may be heard by specialized arbitrators who hear cases regarding disciplinary matters as set forth in the CDR.

2. This arbitration agreement covers any and all disputes that an individual member may have with (a) the ACBL, (b) the ACBL’s current or former officers, directors, employees or agents in their capacity as such or otherwise, or (c) other ACBL members to the extent that dispute arises directly from ACBL membership or participation in any ACBL program or event. Likewise, the arbitration agreement covers any and all disputes that the ACBL may have with an individual member.

3. Each individual member agrees that a dispute covered by this arbitration agreement does not include any dispute or disagreement about the adoption, change, revision, interpretation or discontinuance of any ACBL policy, practice, rule or procedure absent some legally recognized right enjoyed by the individual member related to the matter in dispute. In other words, ACBL retains the right to adopt or change its policies and rules using the normal process for such changes, not subject to arbitration.

4. Each individual ACBL member hereby specifically waives the right to present disputes covered by this arbitration agreement in any court or before a jury and hereby recognizes and accepts arbitration as the exclusive forum for resolution of all disputes described in this arbitration agreement. Individual ACBL members further agree that if they file or anyone else files a claim on their behalf in any state or federal court, the ACBL shall have the right to seek to stay or dismiss such a lawsuit and to compel arbitration. The only exception is that either party may seek an injunction in court if interim and/or immediate relief is necessary to preserve the status quo and such injunctive relief is permissible under applicable state or federal law.

5. Each individual ACBL member hereby waives any right for any dispute to be heard, decided or arbitrated as a class, collective or representative type action and agrees that he/she

will not, in arbitration or otherwise, pursue a representative action and agrees that the assertion of any class, collective or representative action will be subject to immediate dismissal by the court or the arbitrator.

6. Arbitration is a formal dispute resolution process where an arbitrator, like a judge, takes evidence at a hearing and then a final binding decision that may be enforced against either party.

7. Individual ACBL members may commence arbitration under this arbitration agreement by making written demand for arbitration directed to the ACBL at Legal Dept., American Contract Bridge League, 6575 Windchase Blvd., Horn Lake, MS 39637-1523 or by making a written request for arbitration of a dispute with ACBL directed to the AAA at American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, tel. 877-495-4185 or through its website at www.adr.org.

8. A demand for arbitration must be made in writing addressed to the ACBL or to the AAA prior to the end of the statute of limitations period applicable to the claim being asserted by the individual member or the statute of limitations period applicable to the claim being asserted by the ACBL against the individual member. The applicable statute of limitations will be deemed tolled once the written demand is received by the ACBL or the AAA.

9. Each individual member shall have the right to be represented by an attorney of choice prior to the initiation of and throughout the arbitration process; provided, however, that the individual member will be responsible to pay the costs of his or her representation.

10. This arbitration agreement shall be interpreted and its validity and enforceability shall be determined strictly in accordance with the Federal Arbitration Act (9 U.S.C. §1 *et. seq.*).

11. Absent agreement by the parties to a particular arbitrator or process, the arbitrator shall be selected jointly by the parties using the process in effect at that time by the AAA. Except for arbitration of matters as set forth in the CDR, the arbitration shall be conducted in accordance with the Commercial Rules of the AAA in effect at the time the arbitration proceeding is initiated. The AAA Rules are available at www.adr.org.

12. Unless otherwise agreed by the ACBL and the individual member or otherwise ordered by the arbitrator, the arbitration shall be conducted by the AAA at a location to be mutually selected by the parties in Memphis, TN or DeSoto County, MS. If the parties cannot select a mutually agreeable site for the arbitration hearing, the AAA shall resolve that issue by selecting a location for the arbitration hearing.

13. The arbitrator shall:

(a) have the exclusive authority to resolve any dispute relating to the interpretation, construction, applicability, unconscionability, arbitrability, enforceability, or formation of this

arbitration agreement, including but not limited to any claim that all or any part of the arbitration agreement is void or voidable; however, nothing herein shall be interpreted to permit an arbitrator to hear, consider or arbitrate any claim on a class, collective or representative basis;

(b) have the authority to adjust the venue for the hearing in the interest of fairness and to meet the reasonable needs of the parties and witnesses;

(c) have the power to award to the individual member or the ACBL any remedy to which that party could be entitled under the law applicable to the claims;

(d) have the authority to manage and rule on discovery between the parties applying the AAA rules and principles that would apply to a dispute between the parties in court;

(e) have the authority to require any prevailing party to pay all costs associated with the arbitration if the shift of such costs are in the interest of fairness;

(f) have the authority to award attorneys' fees to any prevailing party based on applicable legal principles; and

(g) render an award by written opinion no later than 30 days from the date of the conclusion of the arbitration hearing or the last due date for receipt of any requested post-hearing briefs, unless the parties agree otherwise. The opinion shall be in writing and set forth the factual and legal basis for the decision.

14. Each individual member agrees that the mutual obligation of the ACBL to arbitrate disputes combined with the privileges of ACBL membership represent good and sufficient consideration for this arbitration agreement and agrees not to challenge the sufficiency of such consideration at any time.

15. Absent an award of fees or costs by the arbitrator, the parties shall split the costs of the arbitration and each party shall pay their own attorneys' fees and litigation costs.