

**BY-LAWS OF
HEALTH ADVOCATES ALLIANCE**

**ARTICLE I
PURPOSES**

The general purposes of the Health Advocates Alliance (“Association”) shall be as stated in its Articles of Incorporation and to otherwise engage in (i) the development, creation and distribution of various benefits, services, discounts and privileges for members of the Association by using, among other things, the collective buying power of all members, (ii) the promotion of and contribution to charitable organizations and (iii) all other permitted purposes under the General Not-For-Profit Law of the State of Missouri.

**ARTICLE II
OFFICES**

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

**ARTICLE III
MEMBERS**

3.01 Class of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

- (a) **Individual membership.** The individual is entitled to participate in all benefit programs offered by the Association.
- (b) **Family membership.** The primary member is entitled to participate in all benefit programs offered by the Association. The enrolled spouse of primary member and enrolled children of the primary member are entitled to participate in each applicable benefit program offered by the Association in accordance with the limitations, if any, of each such program.

3.02 Voting Rights. Each primary member shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

3.03 Termination of Membership. Each individual member and all family members who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of membership in

the Association, subject to the sole discretion of the Board of Directors to extend such time period for the payment of dues.

3.04 Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of membership in the Association.

3.05 Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association in the sole discretion of the Board of Directors.

3.06 Membership Not Transferable. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

4.01 Annual Meetings. An annual meeting of the primary members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

4.02 Special Meeting. Special meetings of the primary members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

4.03 Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

4.04 Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association's primary members shall be delivered to each primary member (i) in person, (ii) by mail, (iii) by facsimile, (iv) by e-mail, or (v) by the Association's internet website not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. The notice of meeting shall be deemed delivered when (i) personally handed to the primary member, (ii) deposited in the United States mail addressed to the primary member at the address as it appears on the records of the Association, with postage thereon paid, (iii) faxed to the facsimile phone number of the primary member as it appears on the records of the Association, (iii) sent by e-mail to the e-mail address of the primary member as it appears in the records of the Association, or (iv) posted on the Association's internet website. Notice of meetings may be included in any publication that is distributed to the primary member.

4.05 Cancellation of Meetings – Notice. Meetings called and noticed in accordance with Section 4.04 above, may be cancelled upon twenty four (24) hours notice delivered by e-mail or posting at the Association’s internet website. The notice of cancellation shall be deemed delivered when (i) the e-mail is sent to the e-mail address of the primary member as it appears in the records of the Association, or (ii) the posting on the Association’s internet website occurs.

4.06 Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

4.07 Manner of Acting. The vote majority of the primary members present on any matter of business presented during any regular or special meeting shall constitute the act of the members.

4.08 Written Consent of Primary Members. Upon approval by the Directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

4.09 Parliamentary Procedures. Parliamentary Procedure for all meetings of the primary members shall be conducted in accordance with the latest revised edition of Robert’s Rules of Order, unless otherwise inconsistent with these By-Laws.

4.10 Voting. At all meetings of the primary members, each primary member of record shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A “primary member of record” is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the “record date”). When a quorum is present at any meeting, the vote of the holders of a majority of primary members present shall decide any questions properly brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association’s Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

4.11 Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote “thereon” by the primary members at a meeting called to consider such matter:

- (a) An amendment to the Association’s Articles of Incorporation;
- (b) The election of the Board of Directors; and
- (c) Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V BOARD OF DIRECTORS

5.01 Number of Directors. The number of Directors shall be no fewer than three (3) and no more than twenty-five (25).

5.02 Nominating Committee. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 5.16 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal.

5.03 Directors as Members. Directors must be residents of the United States and members of the Association.

5.04 Time for Acceptance of Office. The Board of Directors may declare the office of Director vacant if the person elected to that office does not accept office within sixty (60) days, either in writing or by attending a meeting of the Board of Directors.

5.05 Compensation of Directors. Directors may receive compensation for their services as Directors by vote of the Board, as well as, (i) Association membership dues shall be waived for each Director during their term of office, (ii) by resolution of the Board, a fixed fee maybe paid to each Director for their attendance at Board and/or Committee meetings, and (iii) by resolution of the Board, reasonable expenses incurred by Directors in the performance of their service to the Association maybe reimbursed.

Nothing contained in this Paragraph will be construed to preclude any Director from serving the association in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore.

5.06 Powers of Directors. All corporate powers of the Association will be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association will be managed under the direction of the Board of Directors, subject to limitations set forth in (i) the Articles of Incorporation, (ii) these Bylaws, and (iii) applicable state law. These powers are also subject to the duties of the Directors as prescribed by these Bylaws. Without limitation or prejudice to their general powers, the Directors have the following specific powers:

- (a) **Appointment and Removal of Officers.** To select, appoint, remove, and supervise all the other officers, agents, and employees of the Association, prescribe powers and duties for them that are not inconsistent with applicable law, the Articles of Incorporation, or the Bylaws, and fix their compensation. The Board of Directors may delegate the power of appointment and removal and the power to fix the compensation of such other officers, agents, and employees to any officer of the association;

- (b) **Management of Association.** To conduct, manage, and control the affairs and business of the Association, or to direct the conduct and management of such affairs and business, and to make any rules and regulations therefore not inconsistent with law, the Articles of Incorporation, or these Bylaws, that they may deem appropriate;
- (c) **Offices.** To change the principal office for the transaction of the business of the Association from one location to another, and to fix and locate from time to time one or more subsidiary offices of the Association;
- (d) **Member Meetings--Books and Records.** To designate any place for the holding of any meeting or meetings, and to cause to be kept open to the inspection of any person entitled thereto and making proper demand therefore, a book of minutes of all meetings of the Directors and members of the Association, adequate and correct books of account of the properties and business transactions of the Association;
- (e) **Borrowing Money.** To borrow money and incur indebtedness for the purposes and use of the Association, including the power and authority to borrow money from any of the members,, Directors, or officers of the Association, and to cause to be executed, issued, and delivered therefore, in the Association's name, promissory notes or other evidences of indebtedness, and to secure the repayment thereof by deeds of trust, mortgages, pledges, hypothecations, or otherwise;
- (f) **Contracts and Obligations.** To assume any obligations, incur liabilities, enter into any contracts, or do any acts incidental to the transaction of the Association's business, and to secure any obligations by mortgage or pledge of all or any of its property, franchises, and income;
- (g) **Business Outside of Missouri.** To qualify the Association to do business in any other state, territory, dependency, or foreign country;
- (h) **Donations and Gifts.** To make donations on behalf of the Association of its property for the public welfare or for charitable, scientific, or educational purposes;
- (i) **Sale and Use of Corporate Property.** To sell, convey, alienate, transfer, lease, assign, exchange, and otherwise dispose of, mortgage, pledge, hypothecate, and otherwise encumber the property, real and personal, and the franchises of the Association, subject to the provisions of applicable law;
- (j) **Amendment of Bylaws.** Unless a bylaw adopted by the primary members of the Association provides otherwise as to all or some portion of the Bylaws, to amend or repeal any of these Bylaws and to adopt new bylaws,

unless the primary members, in amending, repealing, or adopting a particular bylaw, expressly provide that the Board of Directors may not amend or repeal that bylaw; (provided, however, any amendment or repeal of these Bylaws or adoption of new bylaws by the Board of Directors will be effected only by the affirmative vote of at least two thirds of the Directors)

(k) **Executive Committee.** To appoint an Executive Committee and other committees, and to delegate to the Executive Committee any of the powers and authority of the Board in the management of the business and affairs of the Association, except the powers to adopt, amend, or repeal bylaws, or such other powers as are required by law to be exercised by the Board of Directors. The Board of Directors has the power to prescribe the manner in which proceedings of the Executive Committee and other committees will be conducted. The Executive Committee will be composed of two or more Directors. The President shall be an ex-officio member of all Executive Committees of directors. Unless the Board of Directors otherwise provides, the Executive Committee will be governed by the following:

- (1) **Regular Meetings.** Regular meetings of the Executive Committee will be held at those times determined by the Board of Directors, or by the Executive Committee, and may be held without notice;
- (2) **Special Meetings.** Special meetings of the Executive Committee will be held at the principal office of the Association, or at any place that has been designated from time to time by resolution of the Executive Committee or by written consent of all members thereof;
- (3) **Calling and Notice of Special Meetings.** Special meetings may be called by the President, any Vice President who is a member of the Executive Committee, or any two members thereof. Written notice of the special meeting must be given to the members of the Executive Committee, stating the time and place of the special meeting. The notice must be given in the same manner provided for giving notice to Directors of special meetings of the Board of Directors;
- (4) **Minutes at Executive Committee Meetings.** Minutes will not be required for any meeting of the Executive Committee;
- (5) **Vacancies.** Vacancies in the membership of the Executive Committee will be filled by the Board of Directors;

- (6) **Quorum.** A majority of the authorized number of members of the Executive Committee will constitute a quorum for the transaction of business; and
- (7) **Waiver of Notice or Consent to Meeting.** Transactions of any meeting of the Executive Committee, however called and noticed or wherever held, will be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the members not present signs a written waiver of notice or a consent to holding that meeting or an approval of the minutes thereof. All waivers, consents, or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

5.07 Board of Director Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the primary members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of Directors shall be held without other notice than these By-Laws.

5.08 Board of Director Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

5.09 Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered to each Director (i) in person, (ii) by mail, (iii) by facsimile, (iv) by e-mail, or (v) by the Association's internet website. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. The notice of meeting shall be deemed delivered when (i) personally handed to the Director, (ii) deposited in the United States mail addressed to the Director at the address as it appears on the records of the Association, with postage thereon paid, (iii) faxed to the facsimile phone number of the Director as it appears on the records of the Association, (iii) sent by e-mail to the e-mail address of the Director as it appears in the records of the Association, or (iv) posted on the Association's internet website. Notice of meetings may be included in any publication that is distributed to the Director.

5.10 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

5.11 Place of Directors' Meetings. Regular and Special meetings of the Board of Directors will be held at the locations selected by the Board of Directors.

5.12 Meetings by Telephone. Any meeting of the Board of Directors may be held by telephone conference call in which all or some of the Directors are not physically present at the place of the meeting, but all participate in the conduct of the meeting by telephone. For the purpose of determining the presence of a quorum and for all voting purposes at such a meeting, all participating Directors are considered present and acting.

5.13 Rules for Directors' Meetings. Directors' meetings will be presided over by the Chairperson of the Board of Directors or, in his or her absence, by the President or a Vice President of the Association, or, if no such officer is present, by any Director chosen by a majority of the Directors present. The Secretary, or an Assistant Secretary, of the Association will attend and take minutes of those meetings. In the absence of that officer, the presiding officer will designate some person present to take minutes of the meeting. The precedence of, and procedure on, motions and other procedural matters at those meetings will be governed so far as practicable by Robert's Rules of Order insofar as those rules are not inconsistent with law, the Association's Articles of Incorporation, or these Bylaws.

5.14 Rules for Board Committee Meetings. Every meeting of a Board committee will be presided over by the committee chairperson or, in the absence of a chairperson, by any member chosen by a majority of the members present.

5.15 Action of Directors by Written Consent. Any action required or permitted to be taken by the Board of Directors or by any Board committee may be taken without a meeting, if all members of the Board or Board committees individually or collectively consent in writing to that action. Written consent or consents will be filed with the minutes of the proceedings of the, and any action by written consent has the same force and effect as a unanimous vote of the Directors or Board committee members.

5.16 Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

ARTICLE VI OFFICERS

6.01 Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

6.02 Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

6.03 Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

6.05 President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and Board of Directors. He shall countersign all checks together with the Treasurer.

6.06 Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.07 Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

6.08 Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provision of these By-Laws; keep a register of the post office address of each members which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII OTHER COMMITTEES

7.01 Committees of Directors. The Board of Directors may designate one or more committees (other than an Executive Committee), each which shall consist of two (2) or more directors, which committees shall have and exercise the authority delegated and assigned to it by the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all other committees of directors.

7.02 Committees of Non-Directors. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by the Board of Directors or the President. Members of each such committee shall be members of the Association. Any member thereof may be removed by the President.

7.03 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.04 Quorum. A majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.05 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

8.01 Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

8.02 Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association. The Association may authorize a bookkeeper to keep an accurate accounting of the Association's finances and pay normal and customary bills of the Association with oversight by a Board Member.

8.03 Facsimile and Electronic Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these bylaws, facsimile and electronic signatures of any officer or officers of the Association may be used whenever and as authorized by the Board of Directors or a committee thereof. An "electronic signature" is any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed or adopted by a person with the intent to sign such document. "Electronic signature" includes (i) a unique password or unique identification assigned to a person by the Association; (ii) a person's typed name attached to or part of an electronic transmission sent by or from a source authorized by such person such as an e-mail address provided by such person as that person's e-mail address; (iii) a person's facsimile signature; and (iv) any other form of electronic signature approved by the Board.

8.04 Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

8.05 Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or devise for the general purpose or for the special purpose of the Association.

8.06 Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX CERTIFICATES OF MEMBERSHIP FULFILLMENT BROCHURES

9.01 Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.

9.02 Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

9.03 Fulfillment Brochures. The Board of Directors may provide for the issuance of fulfillment brochures or kits to new members outlining the rights, privileges, and benefits of membership in the Association.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete corporate minute of the proceedings of its members and Board of Directors at the registered or principal office of the Association. Records of the Association may be inspected by members pursuant to Missouri Non For Profit Corporation Act.

ARTICLE XI DUES AND INITIATION FEES

11.01 Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

11.02 Payment of Dues. Dues shall be payable in advance.

11.03 Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which dues become payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

11.04 Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end the last day of December.

ARTICLE XIII DISPUTE RESOLUTION PROCEDURES

As used in these By-Laws and Dispute Resolution Procedures, the term “Dispute” shall mean any action, complaint, claim or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable or otherwise, now existing or hereafter occurring

between the Association or any officer, director, agent, employee, representative, heir, assign, beneficiary, successor, or affiliate of the Association on the one hand, and any member or prospective member of the Association, or any agent, representative, heir, assign, beneficiary, or successor of such member or prospective member on the other hand, which in any way arises out of or pertains to, directly or indirectly, (i) the Association (ii) the rights, privileges or benefits of membership in the Association, (iii) governance of the Association, or (iv) any other matter involving the Association membership enrollment process, dues, assessments, any representation, modification, extension, interpretation, violation, renewal, termination of this Association or Association membership, as well as the content of any documents related to (i), (ii), (iii), (iv) including, without limitation, advertising brochures, membership materials, member benefit descriptions, applications, correspondence and similar documents, or any past, present or future incidents, omissions, acts, errors, claims, benefits, claims for benefits, practices or occurrences causing any alleged injury or damage to any party whereby the other parties or their agents, employees or representatives may be liable, in whole or in part.

13.01 Mediation of Disputes. Any and all Disputes arising out of or relating to the Association shall be submitted to the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration procedures provided herein.

13.02 Mediation Procedures. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith, and they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

13.03 Deadline for Resolution of Disputes by Mediation. In the event the parties do not amicably resolve the Dispute at mediation or within forty five (45) days following the date of the mediation, then either party may initiate arbitration in accordance with these By-Laws with respect to the dispute that was submitted to mediation. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

13.04 Mandatory and Binding Arbitration of Disputes. Any Dispute arising out of or relating to the Association, directly or indirectly, including the determination of the scope or applicability of these Dispute Resolution Procedures that is not amicably resolved by the parties under the Mediation provisions above shall be decided by mandatory and binding arbitration conducted in the state in which the Dispute arose. Mandatory and binding arbitration is intended to be the exclusive means by which Disputes not resolved by mediation are finally resolved. In

no event shall any member or other applicable party file a lawsuit or cause legal proceedings to be commenced as a result of any Dispute that is connected to or in any way involves the Association. No Disputes shall be decided in Federal or state courts or before a judge or jury, and the courts shall bar and dismiss any such attempted litigation. Any member or other applicable party who initiates or attempts to initiate any legal action in contravention of these Dispute Resolution Procedures shall be barred by the court from proceeding in such action, and shall pay the attorneys' fees and court costs incurred by the responding parties in defending against such legal action.

13.05 Commencement of Arbitration. In accordance with Section 13.03 above, arbitration shall be commenced by filing a written demand for arbitration served upon all affected parties.

13.06 Selection of Arbitrator. The arbitration shall be decided before one arbitrator, who must be a member of the panel of neutrals maintained by Judicial Arbitrations and Mediation Services, Inc. ("JAMS"), or its successor. The arbitration shall be administered by JAMS, or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall be chosen by the parties from the roster of neutrals maintained by JAMS, and in the event the parties are unable to mutually agree to the selection of the arbitrator, then the arbitrator will be selected in accordance with the JAMS Comprehensive Arbitration Rules and Procedures from the JAMS roster of neutrals. In the event that JAMS is not available in the state in which the Dispute arose, the arbitrator shall be selected by the American Arbitration Association from its list of neutrals who are retired judges.

13.07 Additional Rules. In addition to administration of the arbitration under the JAMS Comprehensive Arbitration Rules and Procedures, the arbitrator shall apply the substantive law of the state in which the dispute arose, including laws governing limitations of actions.

13.08 Arbitration Hearing and Award. The arbitrator shall schedule the hearing as soon as reasonably possible and upon conclusion of the hearing shall make a determination in the context of an "Award" specifying the recovery, if any, and reasons for such determination.

13.09 Enforcement of Award. The arbitration Award may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

13.10 Allocation of Fees and Costs. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

13.11 Severability. Should any provision of these Dispute Resolution Procedures be held or otherwise determined unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of these Dispute Resolution Procedures, and all such remaining parts hereof shall be valid and enforceable and have full force and effect

as if the illegal, invalid or unenforceable part had not been included. It is agreed that any claim that any provision of these Dispute Resolution Procedures is somehow unlawful, invalid, unconscionable, or unenforceable shall be submitted to binding arbitration for resolution, and in any such arbitration proceeding such claim or challenge shall be urged and addressed specifically and separately.

**ARTICLE XIV
SEAL**

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words “Corporate Seal”.

**ARTICLE XV
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XVI
INDEMNIFICATION**

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

**ARTICLE XVII
DISSOLUTION**

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.