



DELTA SIGMA THETA SORORITY, INCORPORATED

A Service Sorority Founded in 1913

2021-2022

NOTICE TO APPLICANT/CANDIDATE/PYRAMID REGARDING PRIVILEGE AND RESPONSIBILITIES

The purpose of this notice is to summarize Delta Sigma Theta Sorority, Incorporated's anti-hazing, nondisclosure, and other binding policies ("Delta"); to emphasize to You, an applicant for membership into Delta ("You", "Your", or "Yourself"), that You are bound to and have a responsibility to follow all of Delta's policies; and to emphasize that if You do not follow Delta's policies, Delta will exercise its right to revoke the privilege extended to You to become and, thereafter, remain a member of Delta. This notice also serves to inform You that upon signing this notice, it becomes an agreement ("Agreement") between You and Delta.

Summary of the Anti-Hazing Policy: Delta has a zero-tolerance hazing policy. The policy is embodied in documents disseminated to You, including this Agreement, which You are required to sign. ***The policy expressly prohibits all acts and forms of hazing, before, during, and after the Membership Intake Process.*** The prohibition covers all hazing activities, ***whether physical, mental, or emotional***, including, but not limited to, pre-initiation and/or underground activities (which is anything in addition or contrary to approved activities); paddling; beating; slapping; blindfolding; pushing; depriving You of sleep; pulling on Your clothes or pulling Your hair; requiring You to consume alcohol or drugs; forcing or requiring You to consume foods that You find disagreeable; conduct such as yelling at You, or humiliating, harassing, belittling, or cursing You; requiring You to perform any morally degrading, illegal, or indecent act, to perform housework or homework for members, or to "run errands."

You are hereby notified that Delta has approved no practices that are inconsistent with the policy summarized above. **Delta has not approved any "chapter traditions" or "chapter practices,"** and no chapter or individual member has authority to supplement, modify, or override Delta's Membership Intake policies and process. To reiterate: ***to become a member of Delta, You are not required to, and should not, participate in any form of hazing.*** More details are included on Delta's website and in the documents You will receive.

Your Responsibilities: You are obligated not to allow Yourself to be subjected to any abuse or any form of hazing, and if anyone tries to haze You or to entice You to participate in hazing, You are obligated to report all such conduct immediately. You should make Your reports in the following order: to the chapter president; the chapter advisors; **and** the Regional Director and Regional Representative; and/or to the National First Vice President and the Executive Director of Delta. If the chapter president and/or chapter advisor is involved, or if You do not receive a positive response, You should immediately escalate the reporting to the next level. You always have the option of contacting the National First Vice President and/or the Executive Director directly, at any time. You have been provided their names and email addresses.

Penalty for Participating in Hazing or Not Reporting Hazing: If You participate in hazing (including allowing Yourself to be hazed) or do not report hazing, You will be barred from membership in Delta.

Resolving Disputes Regarding Allegations of Hazing: You are hereby notified that any and all disputes relating to Your application for membership (including allegations of hazing) shall be resolved by binding arbitration, as stated in this Agreement.

Confidential Information: You hereby acknowledge, understand, and agree to protect the confidential material and information which has and may be disclosed by Delta to You during the membership intake process and thereafter during Your membership. For the purposes of this document, the term "Confidential

Information” means all non-public information or material which is proprietary to Delta, whether or not owned, written, or developed by Delta, which is not generally known other than by Delta or the initiated sorors of Delta Sigma Theta Sorority, Inc, and which the soror/member may obtain through any direct or indirect contact with Delta and/or the initiated sorors of Delta Sigma Theta Sorority, Inc. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Delta concerning the business, operations, financial information, technical information, marketing information, all documents, reports, plans, data, materials, methods, ceremonies, and any other information, however described, which is, or could be, valuable to those external to Delta.

You acknowledge, understand, and agree that neither You, Your agents, representatives, and/or heirs will disclose, divulge, communicate, or confirm to any person or entity, for any purpose or reason whatsoever, any Confidential Information, without the prior written consent of the National President and Chief Executive Officer of Delta Sigma Theta Sorority, Inc. The foregoing parties shall only receive such Confidential Information as reasonably required and shall agree to maintain confidentiality in accordance with terms no less protective than those set forth in herein. Confidential information shall be deemed sensitive, and valuable and shall not at any time, in any manner, be used for any other purpose other than those prescribed by Delta. The covenants and restrictions described herein shall apply to the extent that the Confidential Information (i) is not otherwise made public by Delta or (ii) is not requested in the context of a subpoena or records request in connections with a lawsuit, provided that in the case of such a request, You immediately provide Delta with notice that such Confidential Information has been requested and afford Delta the opportunity to enter into such proceedings for the purpose of protecting against disclosure of such Confidential Information. If a party claims to have known any such Confidential Information prior to disclosure, that party shall have the burden of proof of such prior knowledge. These obligations shall only terminate upon notice from Delta and apply before, during, and after membership.

You further acknowledge, understand, and agree that Delta will suffer irreparable injury in the event of a breach of these terms and that this covenant not to disclose is an inducement to Delta to disclose the information contemplated hereunder and that in the event of a breach, Delta shall be entitled to all remedies and damages available, in law or equity, as well as injunctive relief, as well as the right to impose disciplinary sanctions, which may include probation or suspension for a term from six months to ten years, fines from \$250 to \$5000, plus the payment of restitution and/or expulsion from the Sorority.

Non Disparagement and Acknowledgments: You acknowledge, understand and agree to refrain from making, publishing, or communicating to any person or entity or in any public forum at any time any defamatory or disparaging statements, re-marks, or comments that could be construed by a reasonable person to be slanderous, libelous, or otherwise may harm Delta, its members, employees, officers, directors, and agents, whether oral or in written statements to any individual, company, institution or entity of any type, or otherwise make any public or private statements, which may harm or disparage Delta with respect to its services, reputation, business practices, ethics, integrity, diligence, or any other trait, habit, characteristic, matter, or which may tend to deter third persons from associating or dealing with Delta. This section does not, in any way, restrict or impede You from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

You acknowledge, understand, and agree to adhere to and comply with the terms of the Constitution and Bylaws, Code of Conduct, and other policies implemented by Delta (each as may be amended from time to time), and to be subject to disciplinary action for any infraction thereof. You further acknowledge, understand, and agree that a soror who initiates and finalizes the renouncement process may never reapply for membership in the Sorority.

ACKNOWLEDGMENT AND AGREEMENT

I agree to follow all of Delta's membership intake policies (including its no hazing policy), membership policies, Code of Conduct, Constitution and Bylaws, and all other policies (as applicable and amended from time to time) (collectively the "Policies"), and to the terms of this Agreement. I further agree to report any knowledge, allegations, or suspicions of hazing or violations of the Policies in the following order: to the chapter president, the chapter advisors, and the Regional Director and Regional Representative; and/or to the National First Vice President and the Executive Director of Delta. I acknowledge that Delta is an international organization with chapters located throughout the United States of America and foreign countries. I understand that this Agreement involves interstate commerce and is subject to the Federal Arbitration Act; the Uniform Arbitration Act; or the applicable state arbitration act. On behalf of myself and my heirs and assigns, I agree that any and all disputes, conflicts, claims and/or causes of action of any kind whatsoever – including but not limited to contract claims, personal injury claims, bodily injury claims, injury to character claims, property damage claims, and physical, mental, or emotional claims – arising out of or relating to my application for membership, the membership intake process (or the breach thereof), membership, or my participation in any Delta activity shall be subject to and finally resolved by compulsory and binding arbitration before a single arbitrator under the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and/or the then-existing Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction.

Note: Your signature on the membership application confirms that you have read this document and acknowledges your understanding and acceptance of the above paragraph.