

ALLIED TRANSPORTATION ASSOCIATION

MEMBERSHIP AGREEMENT

This Membership Agreement made as of the last date executed below (the "Effective Date") by and between Allied Transportation Association, a Delaware nonstock nonprofit ("ATA"), and the organization named below ("Member").

1. Definitions.

The following capitalized terms shall have the following meanings when used herein:

(a) "Affiliate" means any entity, directly or indirectly, which controls, is controlled by, or is under common control with a party hereto, where "control" and its variants means more than fifty percent of the voting interest in such entity.

(b) "Bylaws" means the Bylaws of ATA, as they may be amended from time to time, the current version of which is attached hereto as Exhibit A.

(c) "Certificate" means the Certificate of Incorporation of ATA, as it may be amended from time to time.

(d) "Membership Dues" means the amounts payable by Member in respect of its membership in ATA as determined by the Board of Directors, the current schedule of which is attached hereto as Exhibit B.

(e) "Membership Year" means one calendar year from January 1 to December 31; provided that the "Initial Membership Year" for Member shall be the period beginning on the Effective Date and ending on December 31 of the same year.

(f) "Policies" means any official policies of ATA that may be adopted by the Board of Directors from time to time, including, without limitation, the Antitrust Compliance Policy , the current version of which is attached hereto as Exhibit C.

2. Admission as a Member. Upon the execution of this Agreement by Member and an executive officer of ATA, Member shall become a member of ATA in its particular Class of Membership, and, subject to Member's compliance with the terms and conditions of this Agreement and the payment of all amounts due hereunder, shall be entitled to all the benefits and privileges of the particular Class of Membership as described in the Certificate, the Bylaws, and as otherwise specified by ATA from time to time.

3. Membership Dues.

(a) General. Membership in ATA is conditioned upon the payment of annual Membership Dues which shall be determined on an annual basis by the Board of Directors. Membership Dues cover the Member's membership for one Membership Year.

(b) Calculation of Membership Dues. Membership Dues are determined by the Board of Directors for each Class of Membership and Committee participation. The Class of Membership is based in part on the primary business activity of the member organization. Member represents and warrants to ATA that it has truly and accurately indicated on Exhibit B

hereto the information on which its Membership Dues shall be based for the current Membership Year. On the basis of the information provided to ATA by the Member, including the information in Exhibit B, the Membership Class shall be _____, and Membership Dues for Member for the Initial Membership Year (subject to adjustment in accordance with paragraph (c) below) shall be: \$_____, which includes participation in the Committees identified in Exhibit A. ATA reserves the right to adjust such amount in the event that any information provided by Member is found to be inaccurate.

(c) Pro-Rated Membership Dues for Initial Membership Year. Member's initial payment of Membership Dues under this Agreement shall be pro-rated based on the Effective Date of this Agreement as follows:

Effective Date	Portion of standard Membership Dues payable for Initial Membership Year
Jan 1 – Mar 31	100%
Apr 1 – Jun 30	75%
Jul 1 – Sep 30	50%
Oct 1 – Dec 31	125% (covers Initial Membership Year and following Membership Year)

Member shall be entitled to the adjustment described in this Section 3.c only for the Initial Membership Year. Thereafter, it shall pay the full amount of Membership Dues in accordance with this Agreement.

(d) Updated Information. Member shall, at ATA's request, provide an update of the information contained in Exhibit B so as to determine the appropriate level of Membership Dues for subsequent Membership Years.

(e) Payment. The current Membership Dues shall be paid in full concurrently with the execution of this Agreement by check or bank transfer of funds in U.S. dollars. Thereafter, Membership Dues shall be payable as set forth in the Bylaws and the Payment Instructions displayed on the ATA's web site.

(f) Taxes. Member is responsible for, and shall pay when due, any and all taxes, fees and charges levied or imposed in relation to this Agreement (other than taxes on ATA's net income). If Member is required by law to make any deduction or to withhold from any sum payable to ATA hereunder, then the sum payable by Member upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, ATA receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount ATA would have received and retained in the absence of such required deduction or withholding.

(g) Participation in Committees and Other Activities. Member may be invited from time to time to participate in certain Committees or other groups listed from time to time on the ATA web site or otherwise offered by ATA. Some of these activities may require the execution of

a separate agreement, the payment of additional fees, the contribution of intellectual property or the provision of services, and the conferring of additional benefits on Member (collectively "Additional Activities and Benefits"). Participation in such Additional Activities and Benefits shall be voluntary and shall not be required as a condition of membership in ATA. Upon the mutual agreement of Member and ATA, any Additional Activities and Benefits offered to the Member and in which the Member wishes to participate may be described in one or more addenda to this Agreement, which shall be attached hereto as Exhibit E. The terms of this Agreement, including without limitation the Antitrust Compliance Policy, shall apply to Member's participation in any Additional Activities and Benefits.

(h) Compliance. Subject to Section 8(b) below, Member agrees at all times to comply with the provisions of this Agreement, the Certificate, Bylaws and Policies applicable to it (including, without limitation, the Antitrust Compliance Policy), and to all laws, rules, regulations and orders of any governmental body applicable to its membership in ATA and activities hereunder. Member shall indemnify and hold ATA and the other members and its and their directors and officers harmless from and against any liability, damage, claim, action or judgment (including reasonable attorney's fees) arising from any third-party claim to the extent caused by Member's failure to so comply. ATA shall indemnify and hold Member and its directors and officers harmless from and against any liability, damage, claim, action or judgment (including reasonable attorney's fees) arising from any third-party claim to the extent caused by ATA's failure to comply with any of the provisions of this Agreement, the Certificate, Bylaws and Policies applicable to it (including, without limitation, the Antitrust Compliance Policy), and to all laws, rules, regulations and orders of any governmental body applicable to ATA and its activities hereunder, other than any failure caused by Member. ATA agrees to provide Member with notice of each amendment of the Certificate, Bylaws and Policies, which notice will be provided directly to Member's designated representative and made available by ATA on the ATA public web site, in each case at least thirty (30) days prior to the effectiveness of the amendment.

4. Certain Acknowledgements and Agreements.

(a) Openness. Member acknowledges that membership in ATA is open to all organizations who execute a Membership Agreement substantially in the form of this Agreement. There shall be no maximum number of Members, or time beyond which additional Members may no longer be added.

(b) Not for Profit. Member acknowledges that ATA is a not-for-profit corporation and that the Member shall not earn any direct return on, or refund or restoration of, any amounts paid to ATA. The Member acknowledges that the arrangements set forth in this Section do not in any way constitute an attempt to engage in a for-profit activity in connection with ATA, and are not the grounds upon which the Member has agreed to enter into this Agreement. Member acknowledges that the not-for-profit nature of ATA is not represented to have any effect on Member's tax liability or obligations, and Member shall seek independent tax advice regarding its own tax liability and obligations.

(c) NCRPA. Member understands that ATA may elect under the National Cooperative Research and Production Act to file quarterly notices with the Federal Trade Commission and the United States Department of Justice listing new members, which notices are published in the federal register, and the Member hereby authorizes ATA to satisfy all such reporting requirements with respect to the membership of the Member.

5. Availability of ATA Offerings. Subject to Sections 3 and 4 of this Agreement, ATA hereby confirms its policy that any standards, specifications, software and data published or distributed by ATA ("ATA Offerings") shall be made available to its members free of charge (other than reasonable charges for media, copying and handling), and subject to any obligations of ATA to third parties who are not Members or Affiliates of any Member.

6. Termination.

(a) Member acknowledges that any material breach of this Agreement shall constitute grounds for the termination of its membership in ATA, as set forth in the Bylaws. Upon a material breach by a Member, ATA may send a thirty day written notice of termination specifying the material breach. Unless Member cures the material breach within thirty days after notice receipt, this Agreement shall terminate along with Member's membership in ATA.

(b) In the event that ATA amends the Bylaws, Certificate or any Policy in a manner that Member reasonably believes to be materially detrimental to its interests in a manner that affects Member disproportionately to the other members of comparable membership status, Member may withdraw as a member of ATA without penalty and without being subject to such amendment at any time within thirty (30) days following ATA's notification to Member of such amendment (including the posting of the amendment on the ATA web site).

(c) Member retains the right to terminate this Agreement, which termination will be effective upon receipt of ten (10) days advance written notice to ATA's Board of Directors advising of Member's termination of this Agreement. Upon termination of this Agreement, except as provided in Section 8(d), Member's obligations hereunder are null and void.

(d) The provisions of Sections 5, 6(c), 8(c), 10 and 11 of this Agreement, together with licenses granted by ATA and the Member and its Designated Affiliates, shall survive the termination or expiration of this Agreement in accordance with their terms.

(e) Any membership fee paid by Member shall be forfeited upon termination.

7. Name. The Member understands that ATA may, from time to time, use the names of members in literature and other communications distributed publicly, and the Member hereby consents to the use of its name solely to identify Member as a member of ATA in any such literature or communications. The preferred forms of the Member's name are as follows, solely to identify Member as one of the Members of ATA with no call-out or treatment different from that of any other Member:

Formal member company name: _____

Acceptable shortened versions: _____

8. Disclaimers; Liability

(a) Nothing in this Agreement shall require or be deemed to require Member to adopt, implement or support any ATA Work Item nor to use any ATA Work Item in any product or service offering.

(b) ATA AND MEMBER MAKE NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, UNDER THIS AGREEMENT, AS TO THE ACHIEVEMENT OF

ANY GOAL, OR THE DEVELOPMENT, AVAILABILITY OR ADOPTION OF ANY STANDARD, SPECIFICATION OR TECHNOLOGY AND ANY SUCH WARRANTY IS EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. MEMBER AND ATA AGREE THAT ATA AND ALL MEMBERS PROVIDE ALL ATA WORK ITEMS AND LICENSES AND SUBLICENSES AS-IS WITH ALL FAULTS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

(c) In no event shall ATA be liable to Member, or any person claiming through Member, for any indirect, incidental, consequential, special, punitive or exemplary damages or lost profits for damages or losses due to action or inaction of ATA during the term of such Member's membership in ATA or Member's use of any ATA Work Items or rights under a license or sublicense pursuant to any intellectual property sharing agreements entered into between ATA and the Member, even if ATA has been advised of the possibility of such damages, except for ATA's gross negligence or intentional misconduct. In no event shall a Member (First Member) be liable to ATA or any other Member, or any person claiming through ATA or another Member, for any indirect, incidental, consequential, special, punitive or exemplary damages or lost profits for damages or losses due to action or inaction of First Member relating to First Member's membership in ATA or participation in any ATA Activity during the term of such First Member's membership in ATA, or First Member's use of any ATA Work Items or rights under a license or sublicense pursuant to any intellectual property sharing agreements entered into between ATA and the Member, even if First Member has been advised of the possibility of such damages, except for First Member's gross negligence or intentional misconduct. These limitations shall apply even if any remedies fail of their essential purpose.

(d) Under no circumstances will ATA's aggregate liability to Member, or any Member's liability to ATA or another Member, under this Agreement, regardless of the form of any claim or action or theory of liability (including contract, tort, or warranty), exceed the aggregate amount paid or payable by Member hereunder during the preceding 12-month period.

9. Miscellaneous.

(a) Relationship of the Parties. Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member or its Affiliates an employee, agent or representative of ATA or any other Member or their Affiliates, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or their Affiliates or with ATA, or constitute either party the agent of the other.

(b) Notices. Member designates the representative identified below for the purpose of receiving notice under this Agreement. Member may change the designated representative by written notice to ATA. If the Member fails to designate a representative, notice may be sent to the Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile. Notices to ATA shall be delivered to its President at its principal offices, as listed on the ATA web site (<http://www.>_____) from time to time.

(c) Entire Agreement. This Agreement, together with the Certificate, Bylaws, Policies and Exhibits hereto, constitute the parties' entire agreement with respect to the subject matter hereof, and all prior representations, agreements and understandings relating thereto are hereby either superseded and terminated in their entirety or merged herein, and shall have no further force or effect.

(d) Waiver. Any provision of this Agreement may be waived in writing by the party entitled to the benefit thereof. Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an officer of such party and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to waiver of any right or remedy as to a subsequent event.

(e) Amendment. This Agreement may be modified only by a writing signed by both parties. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage.

(f) Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Delaware, without giving effect to its principles of conflicts of laws and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods.

(g) Severability. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision is held to be invalid under applicable law, either in whole or in part, the provision will be ineffective only to the extent of such invalidity, and the remaining provisions of this Agreement shall remain in full force and effect.

(h) Assignment. Member shall not assign this Agreement (whether expressly, by implication, by operation of law including any merger or sale of assets or business), or delegate its performance under this Agreement, to any third party and the rights, powers and privileges of membership in ATA may not be sold, pledged, encumbered, assigned or otherwise transferred by the Member in any manner whatsoever, except to an Affiliate of Member which agrees to be bound by all terms and conditions hereof. Any purported transfer, assignment, or delegation without the appropriate prior written consent shall be null and void when attempted and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of the parties.

(i) Headings. All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer.

(j) Authority. Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED as of the ____ day of _____, 20____

Print or type full legal Member company name

Print or type name and title of person signing on
behalf of Prospective Member Company

Signature

Date: _____

Address: _____

Telephone: _____

Email: _____

ACCEPTED:

By: _____
Authorized ATA Officer

DATE: _____

LISTS OF EXHIBITS

1. Exhibit A - ATA Bylaws
2. Exhibit B - Membership Dues
3. Exhibit C - ATA Antitrust Policy
4. Exhibit D - ATA Conflict of Interest Policy

EXHIBIT A
BYLAWS OF
ALLIED TRANSPORTATION ASSOCIATION
NOVEMBER 30, 2021

ARTICLE 1
NAME AND PURPOSE

1.1 Name. The name of the corporation is Allied Transportation Association ("ATA").

1.2 Purposes. ATA is organized and operated exclusively as a nonstock, nonprofit corporation and a business league within the meaning of section 501(c)(6) of the Internal Revenue Code of 1986, as amended or the corresponding section of any future Federal tax code. ATA shall be operated exclusively for such purposes, and no part of its net earnings shall inure to the benefit of, or be distributable to, any member, director, officer or other private person, except that ATA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of such purposes. Further, ATA pledges all of its assets for use in performing such purposes and all funds and money received from the operation of ATA are hereby pledged and shall be used solely for the furtherance of section 501(c)(6) purposes. The specific purposes for which ATA is formed include, but are not limited to, promoting the fair and effective uses of intellectual property in the evolving transportation industry, including through collaboration and sharing of best practices. Our organization respects intellectual property, regardless of who holds it.

Notwithstanding any other provisions of these bylaws, ATA shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code or corresponding section of any future Federal income tax code.

1.3 Offices. ATA may have, in addition to its registered office, offices at such places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the activities of ATA may require.

ARTICLE 2
MEMBERS

2.1 Powers and Duties. ATA shall have members (as defined below). The Members shall exercise such rights and perform such duties as required or permitted by law, the Certificate of Incorporation of ATA, the membership Agreement or these Bylaws.

2.2 Qualifications.

(a) Membership in ATA is open to operating companies whose revenue from patent licensing do not exceed 50% of total revenue and whose products and/or services are reasonably related to the transportation industry and whose objectives are consistent with ATA's purposes. Each duly qualified entity that signs a Membership Agreement is referred to herein as a "Member". All Members must be legal entities, not natural persons.

2.3 Classes of Members. The Board of Directors may determine the classes of membership at any regular or special meeting of the Board of Directors.

2.4 Dues.

(a) The Board of Directors shall evaluate and determine the amount of dues for all classes of Members at any regular or special meeting before the annual meeting of Members.

(b) Dues shall be equal for all Members of each class, but there may be different dues for different classes of Members.

(c) Dues are paid prospectively for the calendar year ending December 31st.

(d) Dues statements shall be sent to each Member by the Treasurer before the annual meeting of Members.

(e) Dues shall be paid within 60 days of the mailing of dues statements in order to remain in good standing.

2.5 Nontransferability. Membership in ATA shall not be assigned (whether expressly, by implication, by operation of law including any merger or sale of assets or business), or delegate its performance under these bylaws, to any third party and the rights, powers and privileges of membership in ATA may not be sold, pledged, encumbered, assigned or otherwise transferred by the Member in any manner whatsoever, except to an Affiliate of Member (as defined in the Membership Agreement) which agrees to be bound by all terms and conditions hereof. Any purported transfer, assignment, or delegation without the appropriate prior written consent shall be null and void when attempted and of no force and effect. These bylaws shall be binding upon the successors and permitted assigns of the parties.

2.6 Non-Liability of Members. The Members shall not be individually liable for the debts, liabilities, or obligations of ATA.

2.7 Meetings of Members.

(a) Annual Meeting. Members may have an annual meeting of members at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of meeting.

(b) Special Meetings. Special meetings of the Members may be held either within or without the State of Delaware, and may, unless otherwise prescribed by statute, be called by the Chairperson. Special meetings shall be called by the Chairperson, Secretary or Treasurer of ATA upon the written demand of a majority of the Board of Directors or fifty percent

(50%) of the Members. The Secretary of ATA, upon receiving such written demand, shall promptly give notice of such meeting, or if the Secretary of ATA (or designee) fails to give such notice within five (5) business days thereafter, any Full Member signing such demand may give such notice. No business other than that specified in the notice of meeting shall be transacted at such special meeting of the Members without the unanimous consent of all Members present at such meeting.

(c) Member Representation at Meetings. Meeting attendance shall be limited to two (2) representatives per Member.

2.8 Notice of Meetings. Written or printed notice of the date, time and place of every meeting of Members, if any, shall be sent (1) by first class mail, postage prepaid (2) by electronic mail, or (3) by publication, to each Member not less than ten (10) days before and not more than sixty (60) days earlier than the date of meeting the Member's address as it appears on the records of ATA. Notice of a special meeting shall state the purpose for which it is called.

2.9 Waiver of Notice. Notice of a meeting, if any, need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting lack of notice prior to the conclusion of the meeting shall constitute a waiver of notice by said Member.

2.10 Quorum. At every meeting of Members, if any, a majority of the Members, present in person or by proxy, shall be a quorum for all purposes except as may otherwise be provided by law. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by a vote of the majority of the Members present, without notice other than announcement at the meeting and without further notice to any absent Member. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting originally called.

2.11 Voting. At the Annual Meeting or at any Special Meeting, each Member in good standing shall be entitled to one vote on each matter submitted to a vote. All actions to be taken by vote of the Members shall, except as may otherwise be required by law, be authorized by a majority of the votes cast at such meeting. At all such Annual Meeting or Special Meeting, each Member may vote either in person, by means of remote communication, by electronic transmission, or by proxy in writing signed by said Member, but no proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

2.12 Good Standing; Removal. To remain in good standing, a Member must satisfy any requirement to pay dues or other fees imposed by ATA in a timely fashion. Members not in good standing shall not be entitled to vote, hold office, or enjoy other privileges or powers of membership. Good standing may be resumed by satisfying all the requirements of ATA and approval of the Board of Directors. A Member may be removed for misconduct, as determined by a majority vote of the remaining Members at an Annual or Special Meeting.

2.13 Meeting Via Remote Communication. Subject to such guidelines and procedures as the Members may adopt, Members and proxy holders may participate in any meeting of the Members by means of remote communication. ATA may implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member or proxy holder, and to provide such Members and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the membership, including an opportunity to read or hear the proceedings of the meeting substantially

concurrently with such proceedings. A record of any votes and actions taken at any meeting by means of remote communication must be maintained by the Secretary of such meeting. Participation by such means shall constitute presence in person at such meetings.

2.14 Approval of Minutes. The Members may approve the minutes of a prior meeting via remote communications without the need for a meeting. The affirmative vote of a majority of the Members entitled to vote shall be required to approve such minutes. Any minutes not approved under this Section 2.14 may be considered for approval at a regular or special meeting of the Members.

ARTICLE 3

BOARD OF DIRECTORS

3.1 Number. The direction and management of the affairs of ATA and the control and disposition of its assets shall be vested in a board of directors (the "Board of Directors") which shall consist of not less than three (3) persons and no more than eleven (11) persons.

3.2 Nomination.

(a) At the organizational meeting, the first seven (7) Members to join ATA shall have the option to name one of its employees to serve as Director immediately and through the initial term ending February 14, 2024. If a Member declines the option, the option to nominate a director shall go to the next earliest Member until the first seven (7) seats are filled.

(b) Board Composition. In order to achieve its purposes, and to benefit from a variety of constituents within the evolving transportation industry, ATA endeavors to have members from each of the following seven (7) industry categories:

- (1) Automotive OEM
- (2) Automotive supplier
- (3) Rideshare companies
- (4) Autonomous vehicle
- (5) Trucking/freight
- (6) Rail
- (7) Airline

Members from these industries shall have the option to nominate one of its employees to serve as a Director.

(c) At the board meeting before the expiration of the initial term, each Member of ATA may, but is not required to, nominate one of its employees to serve as a Director. In lieu of an Annual Meeting of Members, each Member may, but is not required to, nominate one director by providing such nomination in writing to the Secretary of ATA (or designee) on or before February 1 of the year. Delivery of such notice by a Member shall be via electronic mail. The

Members shall then vote for the new Board of Directors according to the above categories, i.e., one (1) director per industry category.

(d) Once the Board of Directors is chosen, such board will elect the officer positions, as provided in Section 5.2.

3.3 Tenure.

(a) Each Director shall serve for a period of two years from February 15 (or the date the director is nominated under Section 3.2(b) of these bylaws) through February 14 two years hence (a "term") and until his or her successor shall have been duly nominated and qualified unless such director is sooner removed in the manner specified in Section 3.5 of these bylaws or until such director resigns. A director may serve for more than one term.

(b) Each successor to a director whose term has expired shall be nominated in the manner specified in Section 3.2 of these bylaws and each such successor shall hold office for a term commencing upon the date of his or her nomination and ending concurrently with all other director terms upon the date specified in Section 3.3(a).

3.4 Resignation. Each director shall have the right to resign at any time upon written notice thereof to the Chairperson or Secretary of ATA (or designee). Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

3.5 Removal. The Board of Directors may remove at any time any director from office when such removal is determined by the Board of Directors to be in the best interest of ATA. Such determination shall be made by an affirmative vote of a majority of the members of the Board of Directors (other than the director to be removed) at any meeting of the Board of Directors.

3.6 Change of Employer. If a director shall change employers during their term on the Board, then the former employer may nominate a replacement director for the balance of that term, provided they remain a Member in good standing. Furthermore, if the new employer is already a Member without a director or promptly becomes a Member of ATA, then such director may upon approval by majority vote by the Board, retain their role on the Board for the remainder of their current term.

3.7 Successors/Vacancies. If a director does not complete a term, the Member which was represented by that departing director may name a replacement director. If the departing director is also an officer of ATA, then the new Board of Directors shall elect a new officer to fill the vacated role following the procedures in Section 5.2.

3.8 Annual Meeting. The annual meeting of the Board of Directors shall be held at such time and place as determined by the Board of Directors, for the election of officers and the transaction of such other business as may lawfully come before the meeting. It shall be the duty of the Secretary of ATA (or designee) to give ten (10) days' notice of the time, place and date of the annual meeting to each director.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held on such dates and at such times and places as the Board of Directors may from time to time determine, for the transaction of such business as may lawfully come before each meeting. It shall

be the duty of the Secretary of ATA (or designee) to give five (5) days' notice of the time, place and date of each regular meeting to each director.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by or upon the request of the Chairperson of ATA or upon request of any two (2) Directors. It shall be the duty of the Secretary of ATA (or designee) to give sufficient notice of the date, time and place of each special meeting to each director to enable each director to attend the special meeting.

3.11 Quorum for Meetings. The presence of a majority of the number of directors fixed by these bylaws as constituting the Board of Directors shall be a quorum for the transaction of business at all meetings convened according to these bylaws.

3.12 Voting. The affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or these bylaws. A director may vote in person, by means of remote communication, by electronic transmission, or by proxy in writing signed by said director.

3.13 Proxies. A director may vote at a meeting of the Board of Directors by proxy executed in writing by the director and delivered to the Secretary of ATA (or designee) at or prior to such meeting; however, a director present by proxy at any meeting of the Board of Directors may not be counted to determine whether a quorum is present at such meeting. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.14 Action by Written Consent. Any action may be taken without a meeting on written consent (which can be solicited by ATA and returned by the Director in electronic form, such as email) setting forth the action to be taken, signed by such Director as would be required to take the relevant action at a meeting. Such consent may be written or electronic. If consent is electronic, it must be able to be reasonably determined to have been sent by the Director.

3.15 Meeting Via Remote Communication. Subject to such guidelines and procedures as the Board of Directors may adopt, directors and proxy holders may participate in a meeting of the Board of Directors by means of remote communication. ATA may implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a director or proxy holder, and to provide such directors and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Board of Directors, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. A record of any votes and actions taken at any meeting by means of remote communication must be maintained by the Secretary of ATA (or designee) of the meeting. Participation by such means shall constitute presence in person at such meetings.

3.16 Conduct of Meetings. The Chairperson, and in his or her absence the Secretary, shall call meetings of the Board of Directors to order, and shall act as chairman of such meetings, and the Secretary of ATA (or designee) shall act as secretary of all such meetings, but in the absence of the Secretary, the Chairperson may appoint any person present to act as secretary of the meetings.

3.17 Compensation. Directors shall be not be entitled to any compensation for their services, but by resolution of the Board of Directors, there may be compensation for special meetings upon approval by the Board of Directors.

3.18 Advisory Directors. At the discretion of the Board of Directors, the Board may nominate up to two non-voting advisory directors unaffiliated to any of the Members of ATA at any meeting of the Board of Directors, to serve for renewable terms of one (1) to two (2) years each, as may be prescribed by the Board of Directors. An advisory director may be invited to any meeting of the Board of Directors and have such duties as prescribed from time to time by the Board of Directors, but shall not have or exercise the authority or responsibility of a director.

ARTICLE 4

NOTICES

4.1 Forms of Notice. Whenever under the provisions of these bylaws, notice is required to be given to any director or committee member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, facsimile, or by electronic transmission, addressed to such director or committee member at such address as appears on the books of ATA. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same be thus deposited, postage prepaid, in the United States mail as aforesaid.

4.2 Waiver. Whenever any notice is required to be given to any director or committee member under the provisions of these bylaws, 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 equivalent to the giving of such notice.

ARTICLE 5

GENERAL OFFICERS

5.1 Description of Officers. The officers of ATA shall be a Chairperson, a Secretary, and a Treasurer (or co-positions for these offices), and such other officers as may be determined and elected by majority vote of the Board of Directors at the Annual Meeting. If no single candidate receives a majority in an election involving three or more candidates, a run-off election shall be immediately held between the two candidates with the highest number of votes.

5.2 Election and Term.

(a) At the organizational meeting, and thereafter at each annual meeting, the Board of Directors shall elect the officers. Each officer so elected shall take office on the date of his or her election and shall hold such office for a two year term, or the date such officer resigns or is removed. Any officer whose term of office shall have expired may be elected to succeed himself or herself.

(b) Any officer may resign at any time by giving written notice thereof to the Chairperson or Secretary of ATA. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(c) Any officer may be removed at any time by the Board of Directors with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officer.

5.3 Duties. The principal duties of the several officers are as follows:

(a) Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson shall be the chief executive officer of ATA, and subject to the control of the Board of Directors, shall have general charge and supervision of the administration of the activities and affairs of ATA. The Chairperson shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chairperson shall sign and execute all legal documents and instruments in the name of ATA when authorized to do so by the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors. The Chairperson shall also have the power to appoint and remove subordinate employees. The Chairperson shall submit to the Board of Directors plans and suggestions for the activities of ATA, shall direct its general correspondence and shall present recommendations in each case to the Board of Directors for decision. The Chairperson shall also submit a report of the activities and affairs of ATA at each annual meeting of the Board of Directors and at other times when called upon so to do by the Board of Directors.

(b) Secretary. The Secretary shall have charge of the records and correspondence of ATA under the direction of the Chairperson, and shall be the custodian of the seal of ATA, if any. The Secretary shall give notice of and attend all meetings of the Board of Directors. The Secretary shall take and keep true minutes of all meetings of the Board of Directors of which, ex officio, without vote (unless he or she is also a director), the Secretary shall be the secretary. The Secretary shall discharge such other duties as shall be prescribed from time to time by the Chairperson or the Board of Directors. In case of the absence or disability of the Secretary, the Board of Directors may designate an assistant secretary to perform the duties of the Secretary during such absence or disability.

(c) Treasurer. The Treasurer shall keep account of all moneys, credits and property of ATA that shall come into the Treasurer's hands and keep an accurate account of all moneys received and discharged. The Treasurer shall also prepare an annual budget showing expected receipts and expenditures for consideration by the Board of Directors. Except as otherwise ordered by the Board of Directors, the Treasurer shall have the custody of all the funds and securities of ATA and shall deposit the same in such banks and depositories as the Board of Directors shall designate. The Treasurer shall keep proper books of account and other books showing at all times the amount of the funds and other property belonging to ATA, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall also submit a report of the accounts and financial condition of ATA at each annual meeting of the Board of Directors, which report, if necessary, shall be maintained and available for inspection. The Treasurer shall, under the direction of the Board of Directors, disburse all moneys and sign all checks and other instruments drawn on or payable out of the funds of ATA, which checks, however, may also be required by the Board of Directors to be signed by the Chairperson, or in case of their absence or disability, by such member of the Board of Directors as the Board of Directors shall designate. The Treasurer shall also make such transfers and alterations in the securities of ATA as may be ordered by the Board of Directors. In general, the Treasurer shall perform all the duties that are incident to the office of Treasurer, subject to the Board of Directors, and shall perform such additional duties as may be prescribed from time to time by the Board of Directors. The Treasurer shall give bond only if required by the Board of Directors. In case of absence or disability of the Treasurer, and if no assistant treasurer has been elected, the Board

of Directors may appoint an assistant treasurer to perform the duties of the Treasurer during such absence or disability.

5.4 Vacancies. Whenever a vacancy shall occur in any general office of ATA, such vacancy shall be filled by the Board of Directors by the election of a new officer who shall take office on the date of his or her election and shall hold such office until the earlier of the date of the next annual meeting of the Board of Directors following the date of his or her election, and thereafter, until his or her successor shall have been duly elected and qualified, or the date such officer resigns or is removed.

ARTICLE 6

APPOINTIVE OFFICERS AND AGENTS

6.1 Appointive Officers and Agents. The Board of Directors may appoint such other officers and agents (such as, an Executive Director) in addition to those provided for in Article 5 of these bylaws, as the Board of Directors may deem necessary. Such persons shall have such authority and perform such duties as shall from time to time be prescribed by the Board of Directors. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board of Directors, and may be removed from office or discharged at any time with or without cause, provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.

ARTICLE 7

STANDING AND SPECIAL COMMITTEES

7.1 Standing Committees. The Board of Directors may designate one or more standing committees as are necessary and which are not in conflict with other provisions of these bylaws and its exhibits or any other governing documents of ATA, and the duties of any such standing committees shall be prescribed by the Board of Directors upon their designation. Each such standing committee shall consist of two or more persons, who may, but need not be, limited to the directors of ATA. Appointments of persons to such standing committees shall be for terms prescribed by the Board of Directors upon their appointment to such committee.

7.2 Special Committees. The Board of Directors may designate one or more special committees as are necessary and which are not in conflict with other provisions of these bylaws and its exhibits or any other governing documents of ATA, and the duties of any such special committees shall be prescribed by the Board of Directors upon their designation. Each such special committee shall consist of two or more persons, who may, but need not be, limited to directors of ATA. A special committee shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by action of the Board of Directors. Upon the completion of the task for which designated, such special committee shall stand dissolved.

7.3 Committee Leader. The Board shall nominate a leader for each committee (referred to herein as a "Committee Leader"). The Committee Leader shall ensure that the following actions are carried out by the committee: convening meetings, tracking participants, recording minutes and votes, and enforcing that the committee acts in accordance with ATA operating procedure and within is designated authority.

7.4 Quorum and Voting. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee and the act of a majority

of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

7.5 Meetings and Notices. Meetings of a committee may be called by the Chairperson or the Committee Leader of the committee. Each committee shall meet as often as is necessary to perform its duties. Notice may be given at any time and in any manner reasonably designated to inform the members of the time and place of the meeting. Each committee shall keep minutes of its proceedings.

7.6 Resignations and Removals. Any member of a committee may resign at any time by giving notice to the chairman of the committee or the Secretary of ATA. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove at any time with or without cause any member of any committee who was originally appointed thereto by the Board of Directors as provided in these bylaws and its exhibits or any other governing documents of ATA, hereunder but not limited to the Membership agreements.

7.7 Vacancies. A vacancy on a committee shall be filled for the unexpired portion of the term of the former occupant in the same manner in which an original appointment to such committee is made.

ARTICLE 8 AMENDMENTS

8.1 Amendments. These bylaws may be amended by two-thirds vote of the Members entitled to vote at any annual meeting at which a quorum is present; provided, that notice of the proposed amendment shall have been given to each such Member in writing prior to such meeting.

ARTICLE 9 INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 Indemnification. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in, any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so unless prohibited from doing so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding, and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 9.2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article 9 shall be a contract right and, subject to Sections 9.2 and 9.5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding

in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

9.2 Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation under Section 9.1 or advance of expenses under Section 9.5 shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article 9 is required, and the corporation fails to respond within 60 days to a written request for indemnity, the corporation shall be deemed to approve the request. If the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 60 days, the right to indemnification or advances as granted by this Article 9 shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

9.3 Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 9 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, or disinterested directors or otherwise.

9.4 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article 9.

9.5 Expenses. Expenses incurred by any person described in Section 9.1 in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

ARTICLE 10

GENERAL PROVISIONS

10.1 Fiscal Year. The fiscal year of ATA shall begin on the 1st day of January (or with respect to its year of incorporation, the date of incorporation if different) and end on December 31st of each year.

10.2 Books and Records. ATA shall keep correct and complete books and records of account on the cash basis method of accounting and shall keep minutes of the proceedings of the meetings of the Board of Directors, 'and committees, standing or special.

10.3 Seal. The Board of Directors may adopt a corporate seal to be in such form and to be used in such manner as the Board of Directors shall direct.

10.4 Permanent Incapacity. Any member of the Board of Directors who shall be incapable of participating in the management and affairs of ATA for a continuous period of six months shall be deemed to be "permanently incapacitated" within the meaning of that term as used in these bylaws.

10.5 Transaction with Interested Parties. No contract or transaction between ATA and one or more of the directors or officers of ATA, or between ATA and any Member or other corporation, partnership, association, or other organization in which one or more of the directors or officers of ATA are directors or officers, or have a financial interest therein, shall be void or voidable solely for this reason or solely because the director or officer is present at or participates in the meeting of the Board of Directors or a committee of the Board of Directors which authorizes the contract or transaction or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to this relationship or interest and to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested director be less than a quorum;

(b) The material facts as to this relationship or interest and to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members entitled to vote thereon; or

(c) The contract or transaction is fair as to ATA as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the Board of Directors or the Members.

10.6 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

10.7 Grammar. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

CERTIFICATE

I, the undersigned, Secretary of Allied Transportation Association, a Delaware nonprofit corporation, do hereby certify that the foregoing Bylaws were duly adopted as the bylaws of the corporation on November 30, 2021.

By: /s/ Olivia Tsai

Name: Olivia Tsai

Title: Secretary

EXHIBIT B
FEE SCHEDULE

Fees will be collected from each member of the Allied Transportation Association (ATA) on a yearly basis. The fiscal year will end on December 31st. Yearly fees will be \$20,000 per member. ATA reserves the right to change the fees or add tiers at the beginning of a given year if the needs of the organization require it.

EXHIBIT C

ALLIED TRANSPORTATION ASSOCIATION

ANTITRUST COMPLIANCE POLICY AND PRINCIPLES

The activities of the ALLIED TRANSPORTATION ASSOCIATION (the “ATA” or “Association”) are laid out in the Association’s Articles of Incorporation and include the following: to bring together members of the burgeoning transportation industry with similar goals to be collaborative, share best practices and promote fair and effective uses of intellectual property. Our organization respects intellectual property, regardless of who holds it. The Association activities will be undertaken by its members who are often direct competitors. As a result, Association activities may reflect collective action subject to antitrust scrutiny. Accordingly, the Association requires that all Association activities are to be carried out in strict compliance with the letter and spirit of all applicable federal and state antitrust and competition laws.

The antitrust laws prohibit, among other things, agreements among competitors that unreasonably restrain competition. The consequences of an antitrust violation can be onerous — serious criminal sanctions, including fines and imprisonment; private treble damages (a prevailing plaintiff also is entitled to payment of its reasonable attorneys’ fees and costs); and injunctions that may impede the members’ abilities to engage in any joint activities, including dissolution of an association altogether.

Lobbying and advocacy activities to obtain governmental action (even governmental action that would restrain competition), such as testimony before governmental bodies or court appearances as amicus curiae, generally are protected from antitrust liability provided certain proof points are established. That protection is limited, however, and will not apply when the activity is a sham. Any lobbying or advocacy activities on behalf of the Association will take place in compliance with the Articles of Incorporation and with the advice of counsel.

Accordingly, each Association member should be familiar with this Policy and abide by the following Principles:

1. **Conduct of Meetings** — All Association meetings will follow a prepared agenda and will not involve any discussion of competitively sensitive topics such as prices, fees, markets, costs, customers, rates, or confidential strategic plans. During any social occasion in connection with a meeting, these Antitrust Compliance Policies and Principles shall apply, and there shall not otherwise be “rump” sessions or informal meetings. At the request of the Board of Directors, antitrust counsel shall attend all meetings either in person or by means of remote communication and review draft meeting minutes prior to distribution.

The following language should be read at the beginning of each meeting, prior to discussion of any substantive agenda items: “Before we begin, we would like to make clear that ATA is committed to compliance with the antitrust laws in all of its activities, and that it expects all participants to similarly comply with the antitrust laws. We will not engage in--and members must refrain from--any discussion of, or understandings regarding competitively sensitive topics. If you have any doubts regarding whether a matter is appropriate for discussion, please consult with your antitrust counsel.

2. **Membership** — Association membership will be based upon objective criteria reasonably related to the Association's lawful purposes, and membership will not be denied or terminated with the effect of unreasonably restraining competition.

3. **Information Sharing** — Members should not share with each other directly, or through the Association, confidential information related to their individual company, such as prices, fees, markets, costs, customers, rates, terms of employment (including wages, salaries or benefits to employees or contractors) or confidential strategic plans. Should the Association become involved in the collection and reporting of information from members, the Association will institute procedures, defined in a Board-approved Privacy Policy, to protect the confidentiality of individual members' information and ensure that any information dissemination will be in a form that protects its anonymity.

4. **Independent Decision-Making by Association Members** — The Association's members' decisions concerning competitive practices must be independent. The Association will not sponsor, approve, facilitate, or knowingly be part of any agreements, whether express or implied, that inhibit any member's freedom to make independent competitive decisions.

Members who have questions about the application of the antitrust laws to any Association activity should seek the advice of the Association's legal counsel. Members are also encouraged to consult with their own counsel concerning any Association activity.

EXHIBIT D

CONFLICT OF INTEREST POLICY

ARTICLE 1

Purpose

The purpose of the conflict of interest policy is to protect the interest of Allied Transportation Association, a Delaware nonstock nonprofit corporation (the "Association"), when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Association or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE 2

Definitions

2.1 Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the Association has a transaction or arrangement,

(b) A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE 3

Procedures

3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest

(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE 4

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

4.1 The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

4.2 The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE 5

Compensation

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.

5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.

5.3 No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE 6

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement that affirms such person:

6.1 Has received a copy of the conflicts of interest policy,

6.2 Has read and understands the policy,

6.3 Has agreed to comply with the policy, and

6.4 Understands the Association is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE 7

Periodic Reviews

To ensure the Association operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. At a minimum, the periodic reviews shall include the following subjects:

7.1 Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

7.2 Whether partnerships, joint ventures, and arrangements with management organizations conform to the Association's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE 8
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Association may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.