

**BYLAWS**

**OF**

**StateRAMP, Inc. dba GovRAMP (GovRAMP)**

**ARTICLE I**

**Purpose**

**Section 1.1** The Corporation's purpose is (1) lessen the burdens of Government; (2) the education of the state government community and parties who serve that group in the area of cybersecurity; (3) the promotion of best practices in and protection of cybersecurity among the of the state government community; and (4) advocacy in the area of cybersecurity requirements of state and local government.

**Section 1.2** This Corporation is an Indiana nonprofit corporation and is not organized for the private gain of any person. The specific purposes for which this corporation is formed are exclusively within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, or the corresponding section of any future tax code.

**ARTICLE II**

**Delegates and Subscribers**

**Section 2.1** Qualification. Participation in the Corporation is open to:

- (a) **NASCIO Delegates** who are selected by and serve as representatives of NASCIO;
- (b) **NASPO Delegates** who are selected by and serve as representatives of NASPO;
- (c) **Government Members** consisting of individuals working within a state or local government, or within the Federal Government, as applicable, with the responsibility for monitoring privacy laws and regulations as well as developing processes that encourage compliance with responsible information standards and purchasing and procurement. Government Members shall include, but not limited to, chief procurement officers, procurement officers, chief privacy officers, compliance officers, privacy managers, chief information officers, chief information security officers, and other internal privacy support positions at the state or local government, or within the Federal Government, as applicable, or within publicly funded educational institutions; and
- (d) **Private Education Members** consisting of individuals working within a private educational institution, whether higher education or K-12, with the responsibility for monitoring privacy laws and regulations as well as developing processes that encourage compliance with responsible information standards and purchasing and

procurement. Private Education Members shall include, but shall not be limited to, chief procurement officers, procurement officers, chief privacy officers, compliance officers, privacy managers, chief information officers, chief information security officers, and other internal privacy support positions within the private educational institution; and

- (e) **Private Utility Members** consisting of individuals working within a private utility, that serves state and local government, with the responsibility for monitoring privacy laws and regulations as well as developing processes that encourage compliance with responsible information standards and purchasing and procurement. Private Utility Members shall include, but shall not be limited to, chief procurement officers, procurement officers, chief privacy officers, compliance officers, privacy managers, chief information officers, chief information security officers, and other internal privacy support positions within the Private Utility.

**Section 2.2** Application of Participation. The Board of Directors shall designate the process by which prospective Members and Subscribers are admitted to the Corporation, including, without limitation, any form(s) or application(s) required to be completed by the prospective members.

**Section 2.3** Classes. The Corporation shall have two categories of participation, Members defined in Section 2.1 and Subscribers defined in this Section 2.3. The Corporation shall not have members and nothing in these Bylaws shall be interpreted as creating members under the Indiana Nonprofit Act of 1991, as amended, including, without limitation, Indiana Code Section 23-17-7-3.

- (a) Members of the Corporation described in Section 2.1 shall have the rights and responsibilities as designated by the Board of Directors, but, at a minimum, each representative Delegate class should be represented on the Board of Directors. The Members described in Section 2.1 shall comprise the majority of the Board of Directors.
- (b) Subscribers of the Corporation shall have the rights and responsibilities as designated by the Board of Directors.
- (c) Subscribers shall be associated with one of the following groups, all of whom the Board of Directors shall determine promote the mission and purposes of the Corporation:
  - (i) Professional Subscribers consisting of individuals working within a business or organization with the responsibility for monitoring privacy laws and regulations as well as developing processes that encourage or manage compliance with responsible information standards. Professional Subscribers shall include, but not be limited to, chief privacy officers,

compliance officers, privacy managers, chief information security officers, and other internal privacy support positions.

- (ii) Business and NGO Subscribers consisting of individuals consulting with other organizations on issues such as developing or managing an organization's compliance with responsible information standards. Business Subscribers shall include, but are not limited to, lawyers, consultants, and third-party assessment organizations.
- (iii) Associate Subscribers consisting of service providers offering and/or using IaaS, PaaS, and/or SaaS solutions to state and local governments that process, transmit, and/or store government data including PII, PCI, and PHI. Associate Subscribers must pay a Registration Fee to be listed as Active on the GovRAMP Marketplace. Additional fees including a Ready Review Fee and Authorization Review Fee are due upon completion of specific validation milestones in the GovRAMP process. An annual Continuous Monitoring Fee is also due upon obtaining a GovRAMP Provisional or Authorized status and can be paid in full on a quarterly basis.
- (iv) Such other Subscriber groups or persons who advance the purposes and mission of the Corporation as determined by the Board of Directors.

**Section 2.4** Dues. Members outlined above in section 2.1(a) – (c) shall not be required to pay any dues. Prior to being admitted as a Member of the Corporation, as described under Section 2.1 (d) or (e), or a Subscriber of the Corporation, the prospective Member or Subscriber shall be responsible to pay dues in the amount determined by the Board of Directors. Notwithstanding the foregoing, the Board of Directors has the authority to amend the amount of dues required to be paid by a prospective Members or Subscribers prior to their admittance to the Corporation.

**Section 2.5** Expenses of the Corporation. In addition to payment of the initial dues described in Section 2.4, the Subscribers shall be responsible for paying all expenses of the Corporation. Such payment will be made by an assessment that is levied upon each Subscriber upon a majority vote of the Board of Directors.

**Section 2.6** Voluntary Termination of Membership. A Delegate or Subscriber may voluntarily terminate its membership in the Corporation upon thirty (30) days written notice to the President of the Corporation. However, a Subscriber shall be responsible for the payment of any assessment imposed upon the Subscriber, as described in Section 2.5, prior to providing its written notice of termination. Additionally, no Delegate or Subscriber shall be entitled to any share or part of the assets or property of the Corporation or have any portion of their dues or assessment rebated. No Delegate or Subscriber can transfer their Participation rights to another person.

**Section 2.7** Involuntary Termination of a Participation. A Delegate or Subscriber may have their Participation terminated upon the recommendation of the Executive Committee and after approval of three-fourths (3/4) majority of the Board of Directors. Notwithstanding the

foregoing, the Delegate or Subscriber shall be given the opportunity to present a defense prior to both (a) the Executive Committee voting to determine whether to recommend termination, and (b) prior to the Board of Directors voting whether to terminate their Participation.

**Section 2.8** Affiliates. The Board of Directors may approve classes of affiliates with rights, privileges, and obligations established by the Board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the Corporation. The Board, a designated committee of the Board, or any duly elected officer in accordance with Board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates. The Board shall have the authority to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the Affiliate's consent. At the discretion of the Board of Directors, affiliates may be given endorsement, recognition, and media coverage at fundraising activities, clinics, or other events or at the Corporation's website.

## ARTICLE III

### **Board of Directors**

**Section 3.1** Duties and Qualifications. The business and affairs (including dissolution or liquidation) of the Corporation shall be managed by the Board of Directors. Each director shall be a representative employee or officer of a Delegate or a Subscriber described in Section 2. The Board of Directors shall strive to include at least one (1) of the Delegate representatives described in Section 2.1. The Executive Director shall be a non-voting participant. While representatives of Subscribers may serve on the Board of Directors, a majority of the members of the Board of Directors shall be Government Members as described in Delegate category Section 2.1(c).

**Section 3.2** Number, Term, and Appointment. The number of directors shall be no less than three (3) and no more than thirteen (13) and serve for a term of two (2) years without limit to the number of terms. Despite the expiration of a director's term, the director continues to serve until a successor is elected by the Board of Directors. Directors are elected by majority vote of the existing Board of Directors.

**Section 3.3** Alternate Director. In addition to the director appointed in accordance with Section 3.2, each Member or Subscriber who is represented on the Board of Directors shall appoint an alternate director. The alternate director shall be an *ex-officio*, non-voting member of the Board of Directors.

**Section 3.4** Nominations. Members of the Board who are 2.1(a) NASCIO Delegates and 2.1(b) NASPO Delegates shall be submitted for election by their respective organizations in accordance with their own policies and procedures. At least three (3) but no more than eight (8) members of the Board shall be recommended by a Nominating Committee considering the desired balance in Board composition between Members and Subscribers.

**Section 3.5** Vacancies. Any vacancy among the directors caused by death, resignation, removal of directors or otherwise shall be filled by written designation to the President of the Corporation by the Member representative which occupied the vacated director seat. The term of office of a director chosen to fill a vacancy shall expire at the later of the expiration of the unexpired term which the director was chosen to fill, or at such time as a successor shall be duly appointed and qualified.

**Section 3.6** Removal. Any director may be removed, with or without cause, by the two-thirds (2/3) vote of the Board of Directors.

**Section 3.7** Annual Meetings. The annual meeting of the directors of the Corporation shall be held at such time as may be designated by the Board of Directors. Notice shall be given at least ten (10) days in advance of the annual meeting, shall specify the date, time, place and purpose or purposes of the meeting, and shall be given to each director either personally or by mail, electronic mail, facsimile transmission or telephone. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of any corporate action or work any forfeiture or dissolution of the Corporation. Annual meetings shall be held at

the place specified in the notice of the meeting; otherwise, such meeting shall be held at the Corporation's principal office. At the annual meeting, the President and the Treasurer, or their designees, shall report on the activities and financial condition, respectively, of the Corporation. The Officers of the Corporation shall be elected at the annual meeting of the Corporation.

**Section 3.8** Other Meetings. Regular meetings of the Board of Directors may be held pursuant to vote of the majority of the Board to such effect, or upon call by the President, and shall be held whenever convenient for the Board of Directors. Unless otherwise provided by the Board of Directors, regular meetings shall be held at the Corporation's principal office. Notice shall be given at least ten (10) days in advance of any regular meeting, shall specify the date, time, place and purpose or purposes of the meeting, and shall be given to each director either personally or by mail, electronic mail, facsimile transmission or telephone.

**Section 3.9** Special Meetings. Special meetings of the Board of Directors may be held upon the call of the President, or petition to the President by more than one-third of the directors and upon at least forty-eight (48) hours' notice specifying the date, time, place and purpose or purposes of the meeting, given to each director either personally or by mail, electronic mail, facsimile transmission or telephone. Oral notice is authorized.

**Section 3.10** Notice. A director may waive any required notice of an annual, regular or special meeting. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or Corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

**Section 3.11** Access to Meetings. A Board of Directors meeting shall only be open to the voting and *ex-officio* directors of the Corporation, and any additional individuals invited by the Board of Directors or the President. All other individuals, including other representatives of the Members and Subscribers that are not directors, may only be permitted to attend a Board of Directors meeting upon receiving approval from the President or the Board of Directors. When an individual has received approval to attend a Board of Directors meeting, such individual may only participate in discussions upon recognition by the President.

**Section 3.12** Participation. A director may participate in any meeting of the Board of Directors by or through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating by this means is considered to be present in person at the meeting.

**Section 3.13** Quorum; Voting. Fifty percent (50%) plus one (1) of the directors in office when action is taken shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Board of Directors. Any time a vote results in a tie, the Board President may cast the deciding vote.

**Section 3.14** Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all

directors. The action must be evidenced by at least one (1) written consent describing the action to be taken, signed by each director and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a prior or subsequent effective date.

**Section 3.15 Duties.** Every Board member will satisfy all fiduciary responsibilities in the fulfillment of the duties of their Board position and act in accordance with the Board Code of Conduct. All duties will be performed in a manner that reflects positively on the reputation of the Corporation and its associated programs, within the scope of the Corporation Bylaws, and in compliance with the policies and guidelines adopted by the Board and any relevant laws and regulations. The Board of Directors will:

- (a) lead and oversee the management of the Corporation by forming a consultative and advisory body for the direction of its strategies, policies, and activities; and
- (b) adopt an annual budget and have control of all funds, dues, revenue, monies, and the like, provided however, that no monies may be allocated to pay a salary to any Member holding an office in the Corporation; and
- (c) develop and maintain a strategic plan, which will be reviewed by the Board on a regular basis to be made generally available following the annual Board of Directors meeting; and
- (d) develop and implement the official positions and policies of the Corporation, taking ultimate responsibility for the actions of the Corporation; and
- (e) keep members informed of all Board actions through the internal publication of approved Board meeting minutes; and
- (f) employ staff or independent contractors and may create divisions, classes of members and directors, and wholly owned subsidiaries as needed to assist in carrying out the Corporation's mission, vision, and goals.

**Section 3.16 Executive Committee.** There shall be, and by the adoption of these Bylaws the Board of Directors hereby creates, an Executive Committee of the Corporation, which shall consist of at minimum three (3) directors. The officers of the Corporation shall sit on the Executive Committee by designation, and the remaining members shall be appointed by a majority of all the directors in office when the action is taken. During intervals between meetings of the Board of Directors, the Executive Committee shall have and exercise all of the authority of the Board of Directors in the management of the Corporation, except where prohibited by law. The Executive Committee shall cause minutes of its proceedings to be kept and filed with the minutes of the proceedings of the Board of Directors.

**Section 3.17 Other Committees.** The Board of Directors may from time to time create and appoint standing, special or other committees to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Corporation. Committees, to the extent specified by the Board of Directors, may exercise the

powers, functions or authority of the Board of Directors, except where prohibited by law; provided, however, that if a committee is to exercise board powers, functions, or authority, (a) all the persons serving on the committee must be directors, (b) there must be at least two (2) persons on the committee, and (c) the creation of the committee and the appointment of its members shall be by a majority of all directors in office when the action is taken.

## ARTICLE IV

### **Officers**

**Section 4.1** Officers and Qualifications Therefor. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer. The officers shall be chosen by the Board of Directors; when electing the officers, the Board of Directors shall give due consideration to ensuring there is proper representation of the different Members as officers of the Corporation. Any two (2) or more offices may be held by the same person. An officer shall be a member of the Board of Directors during his or her entire term as an officer. Officers must be Members and an employee of state or local government entity.

**Section 4.2** Terms of Office. Each officer of the Corporation shall be elected by the Board of Directors and shall hold office for a term of one (1) year and until a successor shall be duly elected and qualified, or until resignation, removal or death.

**Section 4.3** Vacancies. Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by a vote of the majority of the Board of Directors, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until the officer's successor shall be duly elected and qualified.

**Section 4.4** Removal. Any officer of the Corporation may be removed, with or without cause, at any time by a two-thirds (2/3) vote of the Board of Directors.

**Section 4.5** Compensation. Each officer or board member of the Corporation shall be a volunteer with no compensation stated or implied. This section, however, shall not apply to the Executive Director and other administrative staff officers whose compensation shall be fixed by action of the Board of Directors.

## ARTICLE V

### **Powers and Duties of Officers**

**Section 5.1** President. The President shall serve as the Chairman of the Board of Directors. The President, if present, shall preside at all meetings of the Board of Directors. At each annual meeting of directors, the President or the President's designee shall report on the activities of the Corporation. Subject to the general control of the Board of Directors, the President shall manage and supervise all of the affairs of the Corporation and shall exercise direct supervisory authority over the Executive Director. The President shall serve as an *ex-officio*, non-voting

member of all of the Corporation's committees. Notwithstanding the foregoing, the President shall serve as a voting member of the Executive Committee.

**Section 5.2** Immediate Past-President. Subject to the general control of the Board of Directors, if the President is not present, the Immediate Past-President shall discharge all the usual functions of the President and shall have such other powers and duties as these Bylaws or the Board of Directors may prescribe.

**Section 5.3** Secretary. The Secretary shall attend all meetings of the Board of Directors, and prepare, keep, or cause to be kept, a true and complete record and minutes of the proceedings of such meetings, and shall perform a like duty, when required, for all committees appointed by the Board of Directors. If required, the Secretary shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. The Secretary shall attend to the giving and serving of all notices of the Corporation required by these Bylaws, shall have custody of the books (except books of account) and records of the Corporation, shall be responsible for authenticating records of the Corporation, and in general shall perform all duties pertaining to the office of Secretary and such other duties as these Bylaws, the Board of Directors, or an officer authorized by the Board may prescribe.

**Section 5.4** Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Corporation and shall deposit, or cause to be deposited, all funds of the Corporation with such depositories as the Board of Directors shall designate. The Treasurer, or the Treasurer's designee, shall furnish, at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Corporation, and in general shall perform all duties pertaining to the office of Treasurer. At each annual meeting of the directors, the Treasurer, or the Treasurer's designee, shall prepare an annual report detailing the financial condition of the Corporation. The annual report of the Treasurer shall be subject to an annual audit by at least two (2) Members of the Corporation as determined by the Board of Directors; the Board of Directors shall appoint different Members from year to year to audit the Treasurer's annual report.

**Section 5.5** Assistant Officers. The Board of Directors may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these Bylaws or the Board of Directors may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

**Section 5.6** Duties of Officers. Every officer shall satisfy all fiduciary responsibilities in the fulfillment of the duties of their Board position and act in accordance with the Board Code of Conduct. All duties shall be performed in a manner that reflects positively on the reputation of the Corporation and its associated programs, within the scope of these Bylaws, and in compliance with the policies and guidelines adopted by the Board and any relevant laws and regulations. The duties of Treasurer and Secretary are combined in a single officer position. Officers will include a President, Immediate Past President, and Secretary and Treasurer as defined below:

- (a) The **President** shall perform the usual duties of a presiding officer at Board of directors and Executive Committee meetings, business meetings, and special meetings. Additionally, the President will lead strategic planning efforts, policy-setting initiatives, create committees, and appoint chairpersons and other representatives as required. The President may delegate his or her duties as needed.
- (b) The **Immediate Past President** will perform duties assigned by the President.
- (c) The **Treasurer and Secretary** is responsible for preparing an annual budget and overseeing the fiscal affairs of the Corporation in accordance with the guidelines of the Board of Directors. The annual budget will be based on a fiscal reporting period from January 1 to December 31. Additionally, the officer must keep the records of actions taken or approved by the Board of Directors or committee members at meetings and maintain copies of all contracts entered into by the Board of Directors and a record of all Corporation Delegates and Subscribers. The officer may delegate their duties as needed. The duties and responsibilities of the Secretary and Treasurer may be combined and performed by one person if so determined by a majority of the Board of Directors.

## ARTICLE VI

### Executive Director

**Section 6.1** Executive Director. The Board of Directors may appoint an Executive Director to manage and supervise the daily operations of the Corporation in a manner consistent with the Articles and these Bylaws and with policies established by the Board of Directors. The Executive Directors shall perform such other duties as may be assigned from time-to-time by the Board of Directors. The Executive Director shall be responsible for protecting the property of the Corporation, overseeing the collection and maintenance of all data, monitoring compliance with the Articles and Bylaws of the Corporation, and ensuring the efficient administration and management of the Corporation. The Executive Director is also authorized to sign and endorse checks, contracts, or other agreements subject to such counter signature as may be required by the Board of Directors. The Executive Director shall be an *ex-officio*, non-voting member of all committees.

**Section 6.2** Term and Compensation. The Executive Director may be appointed by the Board of Directors for a fixed or indefinite term. The Executive Director shall receive such reasonable compensation as the Board of Directors may determine.

**Section 6.3** Bond. The Executive Director shall, if required by the Board of Directors, give a bond for the discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The cost of obtaining such bond shall be at the expense of the Corporation.

## ARTICLE VII

### Indemnification of Directors and Officers

**Section 7.1** Definitions. For purposes of this Article, the following terms shall have the following meanings:

- (a) “Liabilities” and “Expenses” shall mean monetary obligations incurred by or on behalf of a Covered Person in connection with the investigation, defense or appeal of a Proceeding or in satisfying a claim thereunder and shall include, but shall not be limited to, attorneys’ fees, paralegal fees, court costs, filing fees, fees and costs incurred in arbitration, mediation or other forms of alternative dispute resolution, costs of investigations, experts (including, without limitation, accounting, criminal and forensic experts) and disbursements, amounts of judgments, fines or penalties, excise taxes assessed with respect to an employee benefit plan, and amounts paid in settlement by or on behalf of a Covered Person.
- (b) “Covered Person” shall mean any director of the Corporation, any principal officer of the Corporation, and any Delegate, Subscriber, affiliate, agent, representative, attorney, and any officer or employee of the Corporation to the extent the Board of Directors has authorized to grant rights to indemnification and advancement of Expenses under this Article to such Person.
- (c) “Other Enterprise” shall mean any corporation, partnership, limited liability company, limited liability partnership, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not, for which a Covered Person is or was serving, at the request of the Corporation, as a director, officer, member, subscriber, manager, partner, trustee, employee or agent. The phrase “at the request of the Corporation” shall include a request made by resolution of the Board of Directors or by action of any corporate officer to any director or other officer of the Corporation.
- (d) “Proceeding” shall mean any claim, action, suit or proceeding (whether brought against, by or in the right of the Corporation or Other Enterprise or otherwise), civil, criminal, administrative or investigative, whether formal or informal, including arbitration, mediation or other forms of alternative dispute resolution and whether actual or threatened or in connection with an appeal relating thereto, in which a Covered Person may become involved, as a party or otherwise, (i) by reason of being or having been a Covered Person of the Corporation (and, if applicable, an employee or agent of the Corporation) or a director, officer, member, subscriber, manager, partner, trustee, employee, or agent of an Other Enterprise or arising out of his or her status as such, or (ii) by reason of any past or future action taken or not taken by a Covered Person in any such capacity, whether or not he or she continues to be such at the time he or she incurs Liabilities and Expenses under the Proceeding.

- (e) “Standard of Conduct” shall mean that a Covered Person, based on facts then known to the Covered Person, discharged the duties as a Covered Person, including duties as a member of a committee, in good faith in what he or she reasonably believed to be in or not opposed to the best interests of the Corporation or Other Enterprise, as the case may be, and, in addition, in any criminal Proceeding had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful. The termination of any Proceeding, by judgment, order, settlement (whether with or without court approval) or conviction or upon a plea of guilty, shall not create a presumption that the Covered Person did not meet the Standard of Conduct. The termination of any Proceeding by a consent decree or upon a plea of nolo contendere, or its equivalent, shall create the presumption that the Covered Person met the Standard of Conduct.

**Section 7.2** Indemnification. If a Covered Person is made a party to or threatened to be made a party to, or is involved as a witness or otherwise in any Proceeding, the Corporation shall, to the fullest extent permitted by applicable law, indemnify the Covered Person against Liabilities and Expenses incurred by him or her in connection with such Proceeding in the following circumstances:

- (a) If a Covered Person has been wholly successful on the merits or otherwise with respect to any such Proceeding, he or she shall be entitled to indemnification for Liabilities and Expenses as a matter of right. If a Proceeding is terminated against the Covered Person by consent decree or upon a plea of nolo contendere, or its equivalent, the Covered Person shall not be deemed to have been “wholly successful” with respect to such Proceeding; or
- (b) In all other situations, a Covered Person shall be entitled to indemnification for Liabilities and Expenses as a matter of right unless (i) the Covered Person has breached or failed to perform his or her duties with respect to the Corporation or Other Enterprise as a Covered Person in compliance with the Standard of Conduct and (ii) with respect to any action or failure to act by the Covered Person which is at issue in such Proceeding, such action or failure to act constituted willful misconduct or recklessness. To be entitled to indemnification pursuant to this Section 7.2, the Covered Person must notify the Corporation of the commencement of the Proceeding in accordance with Section 7.5 and request indemnification. A review of the request for indemnification and the facts and circumstances underlying the Proceeding shall be made in accordance with one of the procedures described below; and the Covered Person shall be entitled to indemnification as a matter of right unless, in accordance with such procedure, it is determined beyond a reasonable doubt that (i) the Covered Person breached or failed to perform the duties of the office in compliance with the Standard of Conduct, and (ii) the breach or failure to perform constituted willful misconduct or recklessness. Any one of the following procedures may be used to make the review and determination of a Covered Person’s request for indemnification under this Section 7.2(b):

(i) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to, or who have been wholly successful with respect to, such Proceeding;

(ii) if a quorum cannot be obtained under (i) above, by a majority vote of a committee duly designated by the Board of Directors (in the designation of which, directors who are parties to such Proceeding may participate), consisting solely of two or more directors who are not parties to, or who have been wholly successful with respect to, such Proceeding;

(iii) by independent legal counsel selected by a majority vote of the full Board of Directors (in which selection, directors who are parties to such Proceeding may participate) and which may be outside counsel regularly employed by the Corporation; or

(iv) by a committee consisting of three (3) or more disinterested persons selected by a majority vote of the full Board of Directors (in which selection, directors who are parties to such Proceeding may participate).

Any determination made in accordance with the above procedures shall be binding on the Corporation and the Covered Person.

- (c) If several claims, issues or matters of action are involved, a Covered Person may be entitled to indemnification as to some matters even though he or she is not entitled to indemnification as to other matters.
- (d) The indemnification herein provided shall be applicable to Proceedings made or commenced after the adoption of this Article, whether arising from acts or omissions to act which occurred before or after the adoption of this Article.

**Section 7.3** Prepaid Liabilities and Expenses. The Liabilities and Expenses which are incurred or are payable by a Covered Person in connection with any Proceeding shall be paid by the Corporation in advance promptly after submission of proper evidence thereof to the Corporation, with the understanding and agreement between such Covered Person and the Corporation, that, in the event it shall ultimately be determined as provided herein that the Covered Person was not entitled to be indemnified, or was not entitled to be fully indemnified, the Covered Person shall repay to the Corporation such amount, or the appropriate portion thereof, so paid or advanced.

**Section 7.4** Exceptions to Indemnification. Notwithstanding any other provisions of this Article to the contrary, the Corporation shall not indemnify a Covered Person:

- (a) for any Liabilities or Expenses for which payment is actually made to or on behalf of a Covered Person under a valid and collectible insurance policy, except in respect

of any excess beyond the amount of payment under such insurance; or

- (b) for any Liabilities or Expenses incurred in a suit or claim against the Covered Person arising out of or based upon actions attributable to the Covered Person in which the Covered Person gained any personal profit or advantage to which he or she was not legally entitled.
- (c) for any Liabilities or Expenses incurred in a suit or claim by a Covered Person against the Corporation or any Liabilities or Expenses incurred in a suit or claim by the Corporation against the Covered Person.

**Section 7.5** Notification and Defense of Proceeding. Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, the Covered Person will, if a request for indemnification in respect thereof is to be made against the Corporation under this Article, notify the Corporation of the commencement thereof; but the failure to so notify the Corporation will not relieve it from any obligation which it may have to the Covered Person under this Article or otherwise. With respect to any such Proceeding as to which the Covered Person notifies the Corporation of the commencement thereof:

- (a) the Corporation will be entitled to participate therein at its own expense; and
- (b) except as otherwise provided below, to the extent that it may so desire, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the Covered Person. After notice from the Corporation to the Covered Person of its election to assume the defense of the Covered Person in the Proceeding, the Corporation will not be liable to the Covered Person under this Article for any legal or other Expenses subsequently incurred by the Covered Person in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The Covered Person shall have the right to employ counsel in such Proceeding, but the Expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Covered Person unless:
  - (i) the employment of counsel by the Covered Person has been authorized by the Corporation; or
  - (ii) the Covered Person shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Covered Person in the conduct of the defense of such Proceeding; or
  - (iii) the Corporation shall not in fact have employed counsel to assume the defense of such Proceeding;

in each of which cases the Expenses of counsel employed by the Covered Person shall be paid by the Corporation. The Corporation shall not be entitled to assume

the defense of any Proceeding brought by or in the right of the Corporation or as to which the Covered Person shall have made the conclusion provided for in (ii) above.

- (c) The Corporation shall not be liable to indemnify a Covered Person under this Article for any amounts paid in settlement of any Proceeding without the Corporation's prior written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on a Covered Person without the Covered Person's prior written consent. Neither the Corporation nor a Covered Person will unreasonably withhold consent to any proposed settlement.

**Section 7.6** Enforcement. Any indemnification under this Article VII shall be made promptly upon the Covered Person being wholly successful on the merits or otherwise with respect to any Proceeding or upon the determination in accordance with Section 2(b) of this Article VII that the Covered Person is entitled to indemnification. Any advancement of Expenses under this Article VII shall be made promptly after receipt by the Corporation of a written request from the person seeking advancement of Expenses including such person's undertaking to repay all amounts so advanced (as required by Section 3 of this Article VII). Any right of a Covered Person to indemnification or advancement of Expenses as granted by this Article may be enforceable by such Covered Person in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within thirty (30) days after receipt by the Corporation of request therefor.

**Section 7.7** Other Rights and Remedies. The rights of indemnification provided under this Article are not exhaustive and shall be in addition to any rights to which a Covered Person may otherwise be entitled by contract or as a matter of law. Irrespective of the provisions of this Article, the Corporation may, at any time and from time to time, indemnify directors, officers, employees and other persons to the full extent permitted by the provisions of the Act, or any successor law, as then in effect, whether with regard to past or future matters.

**Section 7.8** Continuation of Indemnity. All obligations of the Corporation under this Article shall survive the termination of a Covered Person's service in any capacity covered by this Article.

**Section 7.9** Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Covered Person or any person who is or was serving or has agreed to serve at the request of the Corporation as a director, officer, member, manager, partner, trustee, employee or agent of an Other Enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of applicable law, this Article or otherwise.

**Section 7.10** Contractual Rights and Applicability. It is the intent of this Article VII to empower the Corporation to provide indemnification and advancement of Expenses to the fullest extent allowed by law. Except as otherwise expressly provided herein, indemnification shall be

provided without regard to the legal or equitable theory of the Proceeding, including but not limited to criminal claims, conspiracy claims, joint, several, comparative or sole negligence, breach of contract or warranty, strict liability, breach of fiduciary duty, mismanagement, corporate waste, or violation of federal or state securities law or any other law, regulation or policy. The right to be indemnified or be reimbursed or advanced Expenses pursuant hereto (a) is a contract right based upon good and valuable consideration, pursuant to which the person entitled thereto may bring suit as if the provisions thereof were set forth in a separate written contract between the person and the Corporation, (b) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, (c) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto, and (d) shall inure to the benefit of the heirs and personal representatives of any present or former Covered Person.

If any portion of this shall be invalidated on any ground by any court of competent jurisdiction, or in any arbitration proceeding, then the Corporation shall nevertheless indemnify each person entitled to indemnification or advancement of Expenses under this Article VII as to all Liabilities and Expenses actually and reasonably incurred or suffered by such person and for which indemnification is available to such person pursuant to this Article VII to the full extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

**Section 7.11** Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized by the Board of Directors from time to time, grant rights to indemnification and advancement of Expenses to officers (other than a Covered Person), employees and agents of the Corporation to the full extent of the provision of this Article with respect to the indemnification of, and advancement of Expenses to, Covered Persons.

## ARTICLE VIII

### Miscellaneous

**Section 8.1** Corporate Seal. The Corporation may have a corporate seal. The form of any such corporate seal may be specified in a resolution of the Board of Directors. A corporate seal, however, shall not be required for any purpose, and its absence shall not invalidate any document or action.

**Section 8.2** Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on the immediately following December 31.

## ARTICLE IX

### Amendments

Subject to law and the Articles of Incorporation, the power to make, alter, amend or repeal all or any part of these Bylaws is vested in the Board of Directors. Prior to amending these bylaws, notice of proposed amendments must be (a) proposed, in writing, at a prior meeting of the Board of Directors, or (b) specifically described in the notice to the directors of any meeting at which an

amendment to the Bylaws is to be considered and voted upon. Except as otherwise provided in the Articles, these Bylaws, or required by law, a majority vote of the entire Board of Directors shall be necessary to amend these Bylaws. Notwithstanding the foregoing, an amendment of these Bylaws may be effectuated by a written consent of the Board of Directors in accordance with Section 3.13.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary's Initials