

BYLAWS
For
Roote Foundation

ARTICLE 1: ARTICLES OF ORGANIZATION

Section 1.1 Name and Purpose

The name of the non-profit corporation shall be the Roote Foundation (the “Corporation”). The purpose of the Corporation will be as set forth in the Articles of Organization (the “Articles”).

Section 1.2 Principal Office

The principal office of this Corporation shall be located in the City of San Francisco. The Board of Directors (the Board) may change the location of the principal office from time to time.

Section 1.3 Other Offices

The Board of Directors may establish branch or subordinate offices where the Corporation is qualified to conduct its activities.

Section 1.4 Corporate Seal

The Board of Directors may adopt and alter the seal of the Corporation.

Section 1.5 Fiscal Year

The fiscal year of the Corporation will, unless otherwise decided by the Board of Directors, end on December 31 in each year.

ARTICLE 2: MEMBERSHIP

This Corporation shall have no voting members, but the Board of Directors may, by resolution, establish one or more classes of nonvoting members and provide for eligibility requirements for membership and rights and duties of members, including obligation to pay dues.

ARTICLE 3: BOARD OF DIRECTORS

Section 3.1. Powers

This Corporation shall have powers to the full extent allowed by law. All powers and activities of this Corporation shall be exercised and managed by the Board of Directors of this Corporation directly or, if delegated, under the ultimate direction of the Board.

Section 3.2 Number of Directors

The number of directors shall not be less than three nor more than nine, with the exact number of authorized directors to be fixed from time to time by resolution of the Board of Directors.

Section 3.3 Limitations on Interested Persons

At all times, not more than 49% of the directors of this Corporation may be interested persons. An interested person means: Any brother, sister, ancestor, descendant, spouse, brother in law, sister in law, son in law, daughter in law, mother in law, or father in law of any such person.

Section 3.4 Election and Term of Directors

The first three members of the Board of Directors will be chosen by the founder of the Corporation, Rhys Lindmark. There will be written documentation confirming these initial three members.

After the first three members have been chosen, the board will become a “self-perpetuating board.” The Board of Directors will elect its Directors at each annual meeting, or another regular meeting, of the Board of Directors. If no election is held at the annual meeting, the election will be held as soon as conveniently possible after the scheduled meeting date.

Each director shall be elected for a term of a minimum of six months and a maximum of two years until a successor has been elected.

Section 3.5 Vacancies

A vacancy shall be deemed to exist on the Board in the event that the actual number of directors is less than the authorized number for any reason. Vacancies may be filled by the remaining directors for the unexpired portion of the term.

Section 3.6 Resignation and Removal

Resignations shall be effective upon receipt in writing by the Chair, the Executive Director, the Secretary, or the Board of Directors of this Corporation, unless a later effective date is specified in the resignation. Any director who does not attend at least a majority of regularly scheduled Board meetings during each year of his or her term in office may be asked, in the discretion of the Board, to resign as a director. A majority of the directors then in office may remove any director at any time, with cause.

Section 3.7 Inspection

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents, and to inspect the physical properties of this Corporation.

Section 3.8 Compensation

The Board of Directors may authorize, by resolution, the payment to a director of a reasonable fee for services and/or expenses as a director and for attending meetings of the Board.

Section 3.9 Executive Compensation Review

The Board of Directors shall review any compensation packages (including all benefits) of the Executive Director, the Treasurer, and the Secretary, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this Corporation.

ARTICLE 4: MEETINGS

Section 4.1 Annual Meetings

A meeting of the Board of Directors shall be held at least once a year. Annual meetings shall be called by the Chair, the Executive Director, or any two directors, and noticed in accordance with Section 9.

Section 4.2 Special Meetings

Special meetings of the Board of Directors may be called by the Chair, the Executive Director, or any two directors, and notices in accordance with Section 9.

Section 4.3 Notice

Notice of the annual meeting and any special meetings of the Board of Directors shall be given to each director at least one week before any such meeting if given personally or telephone, telegraph, or facsimile transmission, and shall state the date, place, and time of the meeting. The board may also determine to have expedited meetings in a timeline shorter than a week.

Section 4.4 Quorum

Two-thirds of directors in office shall constitute a quorum. The act 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 otherwise provided. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting. Directors may not vote by proxy.

Section 4.5 Action Without a Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action. Such written consents shall be filed with the minutes of the proceedings of the Board. Such written consents shall have the same force and effect as the unanimous vote of such directors.

Section 4.6 Telephone, Email, and Video Meetings

Directors may participate in a meeting through use of conference telephone, electronic video screen communication, email, or other electronic transmission in compliance with Article VIII, Section 5 of these Bylaws so long as all of the following apply:

- a. each director participating in the meeting can communicate with all of the other directors at the meeting concurrently or serially, and
- b. each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

ARTICLE 5: COMMITTEES

Section 5.1 Board Committees

The Board of Directors may, by resolution adopted by a majority of the directors then in office, create any number of Board Committees, each consisting of two or more directors, to serve at the pleasure of the Board. Appointments to any Board Committee shall be made by any method determined by a majority vote of the directors then in office. Board Committees may be given all the authority of the Board, except for the powers to:

- A. set the number of directors within a range specified in these Bylaws
- B. elect directors or remove directors without cause;
- C. fill vacancies on the Board of Directors or any Board Committee;
- D. fix compensation of directors for serving on the Board or any Board Committee;
- E. amend or repeal these Bylaws or adopt new Bylaws;
- F. adopt amendments to the articles of Incorporation of this Corporation;
- G. amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- H. create any other Board Committees or appoint the members of any Board Committees;
or
- I. approve and merger, reorganization, voluntary dissolution, or disposition of substantially all of the assets of this Corporation.

Where it is not reasonably practicable to obtain approval of the Board before entering into a self-dealing transaction, a Board Committee may approve such transaction in a manner consistent with the requirements of these Bylaws; provided that, at its next meeting, the full Board determines in good faith that the Board Committee's approval of the transaction was consistent with the requirements and that it was not reasonably practical to obtain advance approval by the full Board, and ratifies the transaction by a majority of the directors then in office without the vote of any interested director.

Section 5.2 Advisory Committees

The Board of Directors may establish one or more Advisory Committees to the Board. The members of any Advisory Committee will consist of non-directors and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of this Corporation, but shall be restricted to making recommendations to the Board or Board Committees, the implementing Board or Board Committee decisions and policies under the supervision and control of the Board.

The Board of Directors may adopt rules for the governance of any Board or Advisory Committee not inconsistent with the provisions of these Bylaws.

ARTICLE 6: OFFICERS

Section 6.1 Officers

The officers of this Corporation shall be an Executive Director, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the directors, such other officers as may be appointed by the Board of Directors. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Executive Director.

Section 6.2 Election

The first three officers will be chosen by the founder of the Corporation, Rhys Lindmark. There will be written documentation confirming these initial three members.

After that, the officers of this Corporation shall be elected annually by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 6.3 Removal

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with cause, by the Board of Directors or by an officer on whom such power of removal may be conferred by the Board of Directors.

Section 6.4 Resignation

Any officer may resign at any time by giving written notice to the Chair, the Executive Director, or the Secretary of this Corporation. Any resignation shall take effect on receipt of that notice by such officer or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the officer is a party.

Section 6.5 Vacancies

A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office.

Section 6.6 Executive Director

The Executive Director shall, subject to control of the Board, generally supervise, direct and control the business and other officers of this Corporation. The Executive Director shall have the general powers and duties of management usually vested in the officer of Executive Director of the Corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 6.7 Secretary

The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors and its committees, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 6.8 Treasurer

The Treasurer shall be the chief financial officer of this Corporation, shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board of Directors, and the keeping and maintaining of adequate and correct accounts of this Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such others powers and duties as may be prescribed by the Board or these Bylaws.

ARTICLE 7: PROHIBITED TRANSACTIONS

Section 7.1 Approval

This Corporation may engage in a self-dealing transaction if the Board determines, before the transaction, that (a) this Corporation is entering into the transaction for its own benefit; (b) the transaction is fair and reasonable to this Corporation at the time; and (c) after reasonable investigation, the Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board in good faith, with knowledge of the material facts concerning the transaction and the director's interest in the transaction, and by a vote of a majority of the directors then in office, without counting the vote of the interested director or directors.

ARTICLE 8: INDEMNIFICATION

Section 8.1 Standard of Care

A. General

A director shall perform the duties of a director, including duties as a member, in good faith, in a manner such director believes to be in the best interest of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing in duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each other case prepared or presented by:

- i. one or more officers or employees of this Corporation whom the director believes to be reliable and competent as to the matters presented;
- ii. counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence.

A person who performs the duties of a director in accordance with this Section shall have no liability based upon and failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a Corporation, or assets held by it, are dedicated.

B. Investments

Except with respect to assets held for use or used directly in carrying out this Corporation's charitable activities, in investing, reinvesting, purchasing or acquiring, exchanging, selling, and managing this Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income as well as the probable safety of this Corporation's capital. No investment violates this Section where it conforms to provisions authorizing such investment contained in an instrument or agreement.

Section 8.2 Personal Liability

To the full extent authorized under the laws of California, no Officer or Director of the Corporation, or member of any committee established by the Board of Directors, will be personally liable to the Corporation for monetary damages for breach of fiduciary duty as an Officer, Director, or committee member, notwithstanding any provision of law imposing such liability; provided, however, that this provision will not eliminate the liability of an Officer, Director, or committee member, to the extent that such liability is imposed by applicable law: (1) for any breach of the Officer's, Director's, or committee member's duty of loyalty to the Corporation; (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (3) for any transaction from which the Officer, Director, or committee member derived an improper personal benefit.

Section 8.3 Indemnification

The Corporation will, to the fullest extent legally permissible, indemnify each Indemnified Person against all liabilities and losses, including amounts paid in satisfaction of judgments, in compromise or as fines, penalties, excise taxes, court costs, witness fees, and Costs and Expenses incurred by, or imposed upon, the Indemnified Person in connection with or arising out of the defense or disposition of any Proceeding in which the Indemnified Person is or may become involved or with which the Indemnified Person may be threatened, while in office or thereafter as a party, witness or otherwise, by reason of his or her being or having been an Indemnified Person. Costs and Expenses incurred by an Indemnified Person in connection with the defense or disposition of any Proceeding will be paid promptly by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such Indemnified Person to repay the amounts so paid by the Corporation if it is ultimately determined that indemnification for such Costs and Expenses is not authorized by law or under this Article. Such undertaking will be accepted without reference to the financial ability of such Indemnified Person to make repayment. If both the Corporation and the Indemnified Person are parties to a Proceeding (other than a claim, action or suit by or in the right of the Corporation to procure a judgment in its favor), counsel representing the Corporation therein also may represent such Indemnified Person (unless such dual representation would involve such counsel in an actual or potential conflict of interest in violation of applicable principles of professional ethics), and the Corporation will pay all Costs and Expenses of such counsel incurred during the period of dual representation.

Section 8.4 Non-Exclusive

The right of indemnification hereby provided will not be exclusive. Nothing contained in this Article will affect any rights to indemnification to which such Indemnified Person or other corporate personnel may be entitled by contract, by vote of the Board or otherwise under law.

Section 8.5 Definitions

As used in this Article, the following terms shall have the definitions set forth below:

A. Costs and Expenses

“Costs and Expenses” means all reasonable costs and expenses incurred by an Indemnified Person in investigating, defending or appealing any Proceeding, including attorneys, accountants, experts, and other professional fees and disbursements; reasonable compensation for time spent by the Indemnified Person on behalf of the Corporation during which he or she is not otherwise compensated by the Corporation or a third party; any premium, security for, and other costs relating to any costs or other appeal bond or its equivalent, whether such Proceeding is of a civil, criminal, arbitrational, administrative or investigative nature, whether formal or informal, including an action by or in the name of the Corporation. Costs and Expenses will include all reasonable costs and expenses incurred by an Indemnified Person, including attorneys', accountants', experts' and other professional fees and disbursements, in connection with

successfully establishing his or her right to indemnification, in whole or in part, hereunder.

B. Indemnified Person

"Indemnified Person" means each person who: (i) will be, or at any time will have been, a Director or Officer of the Corporation; (ii) at the request of the Corporation, will serve, or at any time will have served, as an incorporator, Director, Officer, employee, agent, member, manager or in any other capacity with respect to any Related Entity; or (iii) the Board by vote will designate, who will be, or at any time will have been, an employee or agent of the Corporation or who will serve, or at any time will have served, at the request of the Corporation, in any capacity with respect to any Related Entity.

C. Proceeding

"Proceeding" means any threatened, pending or completed claim, action, suit or proceeding or any alternative dispute resolution mechanism (including an action by or in the right of the Corporation or an affiliate of the Corporation if such proceeding (or part thereof) was authorized by the Board) or any formal or informal inquiry, hearing or investigation (or part thereof), whether conducted by the Corporation or an affiliate of the Corporation or any other party, and any other action that an Indemnified Person in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, arbitrational, administrative, investigative or other, including any appeal relating to any of the foregoing.

D. Related Entity

"Related Entity" means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise in which the Corporation is in any way interested in, or as to which an Indemnified Person is serving or will have served at the Corporation's request or on its behalf, as a Director, Officer, partner, employee, agent, fiduciary, member, manager or representative including, but not limited to, any employee benefit plan or any corporation of which the Corporation or any Related Entity is, directly or indirectly, a stockholder, member, limited or general partner, beneficiary or creditor.

E. Independent Legal Counsel

"Independent Legal Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the previous five (5) years has been retained to represent: (i) the Corporation or the Indemnified Person in any other matter material to either party, or (ii) any other party to the threatened, pending or completed proceeding or action giving rise to the claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Legal Counsel" will not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the Indemnified Person in a proceeding or action to determine the Corporation's obligations or such Indemnified Person's rights hereunder.

F. Miscellaneous Other Terms

"Person," "Director," "Officer," "employee," "agent" and "Indemnified Person" will include their respective heirs, executors and administrators, and an "interested" Director, Officer, employee or agent is one against whom in such capacity the Proceedings in question or other Proceedings on the same or similar grounds is then pending.

Section 8.6 Enforceability

It is the intention of the Corporation that the obligations of the Corporation, and the rights and benefits of Indemnified Persons will vest upon the date of adoption of these Bylaws. It is the further intention of the Corporation to provide for indemnification in all cases under all circumstances where to do so would not violate applicable law (and notwithstanding any limitations permitted, but not required by statute or common law) and the terms and provisions of this Article will be interpreted and construed consistent with that intention. Nonetheless, if any term or provision of this Article, or the application thereof to any person or circumstances, will to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Article will be held valid and be enforced to the fullest extent permitted by law. Any amendment, alteration or repeal of this Article or California law that adversely affects any right of an Indemnified Person (or his or her respective heirs, executors and administrators), will be prospective only and will not limit or eliminate any such right with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to any such amendment, alteration or repeal.

Section 8.7 Insurance

The Corporation will have the power to purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against or incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him or her against such liability.

No Director or Officer of the Corporation will be personally liable for the payment the Corporation's debts and liabilities except as any Director or Officer may be liable by reason of his or her own conduct or acts. But relief from liability for the nonprofit corporation's debts will not apply in any instance where that relief is inconsistent with any provisions of the Internal Revenue Code applicable to organizations described in Section 501(c)(3).

Subject to the previous paragraph, the Corporation shall indemnify every Director or Officer and his or her heirs, executors, and administrators, against expenses actually and reasonably incurred by him or her—as well as any amount paid upon judgment—in connection with any civil or criminal action, suit, or proceeding to which he or she may be made a party because of his or her role as a Director or Officer of the Corporation.

This indemnification is being given since the Directors will be requested to act by the Corporation for the Corporation's benefit.

This indemnification is exclusive of all other rights to which a Director may be entitled.

ARTICLE 9: MISCELLANEOUS

Section 9.1 Fiscal Year

The fiscal year of this Corporation shall end each year on December 31st.

Section 9.2 Annual Reports to Directors

Within 90 days after the end of this Corporation's fiscal year, the Executive Director shall furnish a written report to all directors of this Corporation containing the following information:

- A. the assets and liabilities, including the trust funds of this Corporation, as of the end of the fiscal year;
- B. the principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. the revenue or receipts of this Corporation, both unrestricted and restricted for particular purposes, for the fiscal year;
- D. the expenses or disbursements of this Corporation, for both general and restricted purposes, for the fiscal year; and
- E. any transaction during the previous fiscal year involving \$50,000.00 or more between this Corporation (or its parent or subsidiaries, if any) and any of its directors or officers (or the directors or officers of its parent or subsidiaries, if any) or any holder or more than ten percent of the voting power of this Corporation or its parent or subsidiaries, if any, and the amount and circumstances of any indemnifications or advance aggregating more than \$10,000.00 paid during the fiscal year to any director or officer of this Corporation. For each transaction, the report must disclose the names of the interested persons involved in such transaction, stating such person's relationship to this Corporation, the nature of such person's interest in the transaction and, where practicable, the value of such interest.

The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of this Corporation that such statements were prepared without an audit from the books and records of this Corporation.

Section 9.3 Electronic Transmissions

Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board of Directors may adopt time to time, the terms "written" and "in writing" as used in

these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions from the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communications; (ii) for electronic transmission to the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

Section 9.4 Governing Law

In all matters not specified in these Bylaws, or in the event these Bylaws shall not comply with federal applicable law, the California Nonprofit Legislative law then in effect shall apply.

ARTICLE 10: CONFLICT OF INTEREST

All Directors, Officers, and other persons in a position of significant authority designated by the Board will adhere to such policies on conflicts of interest as may be adopted by the Board. The initial Conflict of Interest Policy of the Corporation shall be the policy attached hereto as Exhibit A, and may thereafter be amended from time to time.

ARTICLE 11: AMENDMENTS

The Board of Directors may amend, alter, or repeal the bylaws or any specific provision of the bylaws, and may from time to time make additional bylaws.

EXHIBIT A: Conflict of Interest and Compensation

Section A.1 Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of this Corporation 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.

Section A.2 Definitions

- a. *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.
- b. *Financial Interest*: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 1. An ownership or investment interest in any entity with which this Corporation has a transaction or arrangement,
 2. A compensation arrangement with this Corporation or with any entity or individual with which this Corporation has a transaction or arrangement, or
 3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which this Corporation 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. 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.

Section A.3 Procedures

- a. *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.
- b. *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.
- c. *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 this Corporation 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 this Corporation'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.

d. Violations of the Conflicts of Interest Policy

- 1. 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.
- 2. 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.

Section A.4 Records of Proceedings

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

- a. 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.
- b. 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.

Section A.5 Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from this Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from this Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from this Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 3.6 Annual Statements

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

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands this Corporation 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.

Section 3.7 Periodic Reviews

To ensure this Corporation 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. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to this Corporation'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.

Section 3.8 Use of Outside Experts

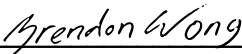
When conducting the periodic reviews as provided for in Section 7, this Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

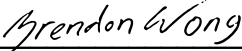
ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this Corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, as the Bylaws of this Corporation.

ADOPTED AND APPROVED by the Board of Directors on November 30th, 2021.


_____ Rhys Lindmark, Chairman


_____ ATTEST: Brendon Wong, Secretary


_____ ATTEST: Brendon Wong, Treasurer