

BY-LAWS OF WESTERN WINTER SPORTS REPRESENTATIVES ASSOCIATION INC.

A Not-for-Profit Corporation

Amendments Passed April 1, 2021

ARTICLE I NAME AND OFFICES

Section 1.01 The name of the organization is Western Winter Sports Representatives Association (the "**WWSRA**"). The principal office of WWSRA shall be located at 726 Tenacity Drive, Unit B, Longmont, Colorado 80504. WWSRA may also have other offices within and outside the State of Colorado as the Board of Directors (the "**Board**") may from time to time determine or as the business of WWSRA may require.

ARTICLE II PURPOSE

Section 2.01 The purposes of WWSRA shall be those set forth in the Articles of Incorporation, as may be amended from time to time.

ARTICLE III MEMBERS

Section 3.01 Membership. Membership in WWSRA shall be open to all persons who meet the following requirements: (1) reside in the Western States (as defined below); (2) sell equipment and/or clothing or accessories for outdoor, snow sports, and activity lifestyle at the wholesale level; and, (3) regularly travel within a specified territory in the Western United States in a selling capacity. For the purposes of these Bylaws, the "**Western States**" shall mean: Alaska, Arkansas, Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, New Mexico, Nevada, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and Wyoming (each a "**region**"). Membership is subject to classification with each class being granted or restricted rights and privileges, including but not limited to voting. There are two (2) general classes of membership: Voting Member and Non-Voting Member, subclassified as provided in Section 3.03 below. Membership is personal in nature and is non-transferrable unless expressly provided in Section 3.03 below. Any purported unauthorized transfer of Membership in WWSRA shall be null and void. It shall be the sole responsibility of the Member to undertake all acts required to maintain Membership status as determined by the Board of Directors, including but not limited to the timely payment of Member Dues and keeping contact information current with WWSRA. The Board of Directors shall have the power and right to waive certain Membership criteria for individuals whom fail to meet full Membership criteria eligibility where the Board of Directors determines it is to the benefit of WWSRA to retain such individual as Member; however, notwithstanding the foregoing, the Board of Directors shall not waive Member Dues for any Member. Decisions regarding Membership shall be determined in the sole discretion of the Board of Directors. Any decision regarding Membership status shall be communicated in writing by the Board of Directors to the affected Member.

Section 3.02 Member Dues. The Board may establish such other criteria for Membership such as a schedule of dues as it deems appropriate ("**Member Dues**"). Members who fail to pay Member Dues will be removed as a Member of WWSRA.

Section 3.03 Classes of Membership. WWSRA shall have two classes of Members: Voting Member and Non-Voting Member, which are subclassified as defined with specific rights and eligibility requirements below:

(a) Voting Member. To be a Voting Member, the applicant must meet criteria in Section 3.01 above, and must pay full Member Dues as determined by the Board of Directors in its sole discretion. All Voting Members have the right to vote in WWSRA and be an exhibitor at WWSRA shows. Voting Members are sub-classified as follows:

(i) *Independent Representative*. A self-employed individual who represents companies as an independent contractor and receives pay from such companies in accordance with the terms of their contracts and receive a 1099 form to report income on their tax return. An Independent Representative must live and travel within a specified territory located within the Western States and WWSRA covered region.

(ii) *Factory Representative*. An in-house sales representative who is employed by a company and receives pay from such company in accord with a Form W-2 to report income. A Factory Representative must live and travel within a specified territory located in the Western States and WWSRA covered region.

(iii) *Agency Member*. A company with five or more employees covering one or more territories located in the Western States and WWSRA covered region. An Agency Membership is transferrable to another Agency Member upon sale of the Agency (which shall be defined as all or substantially all of the assets or interests in the Agency). Each Agency Member must identify and maintain at all times one individual within the agency whom will be a point of contact with WWSRA. The Agency may designate four additional individuals to be included under the Agency Membership. No individual covered by an Agency Membership shall be permitted to transfer his or her Agency Membership outside the Agency, and no individual covered by the Agency Membership has independent voting rights as a Member.

(b) Non-Voting Member. Non-Voting Members may not vote in WWSRA. Non-Voting Members may retain a WWSRA membership number by paying fees below or as otherwise determined by the Board of Directors, and may receive WWSRA communications including newsletters and other notices.

(i) *Inactive Member*. All membership types as set forth in Section 3.03(a)(1)-(iii) who do not pay full Member Dues. Inactive Members may retain their priority number by paying \$50 per year indefinitely (or other amounts as designed by the Board of Directors). Inactive Members are not eligible to be an exhibitor in WWSRA shows.

(ii) *Associate Member*. An Independent Representative or Factory Representative who pays partial Member Dues toward a membership over-time. An Associate Member's number is assigned when the Member Dues have been paid in full. An Associate Member may exhibit at WWSRA shows.

(iii) *Manufacturer*. A manufacturer company exhibiting at WWSRA shows without a sales representative. Manufacturers do not receive a membership number to establish priority and must provide and keep updated a single point of contact to WWSRA at all times, which may be any employees within the manufacturer company.

Section 3.04 Lapsed Membership; Removal of Member.

(a) A Member who fails to pay Member Dues in accordance with Section 3.02 shall be considered lapsed and will be removed (including any accompanying rights) as a Member of WWSRA. A lapsed Member may be reinstated as Member at any time by paying his or hers or its Member Dues and any applicable fees for the lapsed period in addition to current Member Dues. A lapsed Member who is reinstated after the payment of all dues and fees under this

Section 3.04(a) shall be eligible to receive their original Membership number to establish priority at WWSRA shows.

(b) A Member may be removed as a Member from WWSRA if: (1) the Member fails to meet Membership criteria, as determined in the sole discretion of the Board of Directors; (2) the Member engages in conduct or activity which the Board of Directors determines, in its sole discretion, to be unprofessional, in violation of law, or otherwise detrimental to WWSRA. Reinstatement shall be at the sole discretion of the Board.

Section 3.05 Meetings.

(a) The annual meeting of the Members shall be held in each region (the "**Regional Annual Meeting of the Members**") at the region's indoor show at a time and place as may be fixed by the Board, or, if not so fixed, as may be determined by the President of the Board. The Regional Annual Meeting of the Members shall be held to determine future seasonal show dates, and to transact any other business that may properly come before the Members. Meetings may be held in person or be held by electronic communication as determined by the Board, or President of the Board, as the case may be.

(b) Special meetings of the Members ("**Special Meetings of the Members**") shall be held whenever called by (1) resolution of the Board; (2) the Director, if any; or, (3) by a written demand to the Secretary of ten percent (10%) of the Members eligible to vote. Upon receiving written demand or resolution, the Secretary shall promptly give notice of such meeting as provided in Section 3.05, or if the Secretary fails to do so within five (5) business days thereafter, any Member signing such demand may give such notice. Special Meetings of the Members shall be held by electrotonic communication. The President of WWSRA shall preside at the Special Meetings of the Members, or in the absence of the President, an acting President shall be chosen by the Members present.

(c) Members of each region are expected to attend the Regional Annual Meeting of the Members held in that Member's region;

(d) The director(s) of the Board representing a region shall be present at each Regional Annual Meeting of the Members and Special Meetings of the Members.

(e) All meetings of the Members shall be recorded and utilized for the preparation of the minutes by an individual as designated by WWSRA.

Section 3.06 Notice of Meetings. Written notice of the place, date, and hour of any meeting of the Members shall be given to each Member entitled to vote at such meeting by mailing the notice by first class mail with postage prepaid, personal delivery, fax, or email not less than ten (10) nor more than thirty (30) days before the date of the meeting. Notice of any meeting other than the Regional Annual Meeting of the Members shall indicate the person or persons calling the meeting and indicate the purpose for which it is called. Notice may be served by publishing by prominently displaying the notice on the WWSRA's webpage from the date of publication through the date of the meeting.

Section 3.07 Quorum. At the Regional Annual Meeting of the Members, fifty one percent (51%) of all Members in that region eligible to vote, present in person or by proxy, shall constitute a quorum for the transaction of business. At all other meetings of Members, ten percent (10%) of the total Members eligible to vote or one hundred (100) Members eligible to vote, whichever is less, present in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, the Members present in person shall adjourn the meeting from that time until a quorum is present. Notice of the new meeting is not required if the time and place for the new meeting is announced at the meeting

at which the adjournment is taken, and at the new meeting any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.08 Voting. Except as otherwise provided by statute or these by-laws, the vote of a majority of the Members present at the time of a vote, if a quorum is present at such time, shall be the act of the Members. At any meeting of the Members, each Member present, in person or by proxy, shall be entitled to one (1) vote. The record eligibility of voting rights shall be set by the Board five (5) days before the date of the meeting.

Section 3.09 Proxy. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for such Member by proxy. Every proxy must be in writing and signed by the Member or the Member's duly authorized officer, director, employee, or agent, or by email setting forth information from which it can be reasonably determined that the proxy was authorized by such Member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable by the Member executing it, except as otherwise provided by law. For the purposes of conducting meetings, all proxies shall be delivered to the Secretary of WWSRA or, upon the absence of a Secretary, the presiding Member appointed to act as secretary of the meeting.

Section 3.10 Action Without a Meeting. Action may be taken without a meeting on written consent, setting forth the action to be taken, signed by all the Members. 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 Member.

Section 3.11 Actions Requiring Vote of Members. The following corporate actions may not be taken without the approval of the Members:

- (a) A plurality of the votes cast by the Members representing a Region is required for the election of Directors of the WWSRA.
- (b) A majority of the votes cast at a meeting of the Members is required for:
 - (i) Any amendment of the Articles of Incorporation, or
 - (ii) A petition for judicial dissolution.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.01 Purpose; Powers; and Number.

(a) The affairs and property of WWSRA shall be managed by or under the direction of the Board of Directors (the "**Board**") subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and these by-laws. Without prejudice or limitation to any of the general powers of the Board, the Board shall be authorized to carry out the following activities and such other activities as the Board shall authorize from time to time:

- (i) To further the purposes set forth in the Articles of Incorporation within the Western States.
- (ii) To establish, plan, and operate the Western Winter Sports Association Trade Events ("**Trade Events**") as wholesale shows for trade only at various locations throughout the Western States. The Board is specifically authorized to adopt and amend

from time to time, the rules and regulations governing exhibitors and all other participants in Trade Events.

(iii) To promote by all lawful means the highest standard of business ethics for Members of WWSRA.

(iv) To determine eligibility of Members of WWSRA.

(v) To establish, plan, and sponsor other activities as the Board determines in furtherance of the purposes of WWSRA.

(vi) To designate, select, and remove all other officers, agents, and employees of WWSRA, and prescribe such duties to them consistent with law, the Articles of Incorporation and/or these by-laws, and to fix the terms of such offices or engagements.

(vii) To conduct, manage, and control the affairs and business of WWSRA and to make sure rules, regulations and policies that are not inconsistent with law, the Articles of Incorporation, and by-laws.

(viii) To establish an Executive Committee and any other committee as the Board may deem proper or desirable, and to define the functions of each said committee and to delegate any officers, agents, employees, or committees as part of the powers of the Board.

(ix) To make arrangements for the Regional Annual Meetings of the Members and to appoint a nominating committee to make nominations to fill vacation positions for the Board.

(x) To call Special Meetings of the Members as deemed necessary or desirable.

(xi) To adopt, make, and use a corporate seal and to generally do and perform any act which may be properly done by a Board of Directors.

(xii) To adopt and amend, from time to time, policies, rules, and regulations governing Trade Events and other activities of WWSRA and to provide penalties for violations of such rules and regulations. Said penalties shall be determined in the Board's sole discretion and may include the following: fines, suspension, and/or expulsion of any Member for violation of such policies, rules, and regulations.

(b) The number of directors shall be at least nine (9) but no more than seventeen (17). Within the specified limits, the numbers of directors can be increased or decreased from time to time, by resolution of the Board, but such action by the Board shall require a vote of a majority of the Entire Board and no decrease shall shorten the term of any director then in office. As used in these by-laws, the term "**Entire Board**" shall mean the total number of directors entitled to vote which WWSRA would have if there were no vacancies on the Board.

Section 4.02 Election and Term of Office. The initial directors shall be the persons named in the Articles of Incorporation and shall serve until the first Annual Meeting of the Members. Thereafter, the election for the new Director shall be elected as follows: each region with at least one trade show per calendar year will elect up to three (3) directors, except Montana which shall elect up to two (2) directors, in accordance with the Election Process set forth in Section 4.03 of these By-laws. Each region must host at least one trade show during a calendar year to elect Directors on the Board. Where a region no longer has a trade show, that region's director position(s) shall be eliminated. For the avoidance of doubt,

elimination of a director position shall decrease the number of total directors on the Entire Board and shall not result in an increase in director positions available in other regions. Directors shall hold office for a term of two (2) years and each shall serve for such term and until the election and qualification of a successor, or until such director's death, resignation, or removal. Terms shall be staggered so that terms will expire on alternate years. Directors may be elected to any number of consecutive terms. Each two-year term shall commence May 1st immediately after the election and shall end April 31st of the second year.

Section 4.03 Election Process. Before January 1st of each year, WWSRA will announce to the membership any Board vacancies to be filled and applicable voting dates and deadlines. An Applicant may then submit a notification of his or her intent to run for election and to fill a vacancy on the Board. Such notification shall be mailed, faxed, or e-mailed to WWSRA's President, Vice President, and Association Director, with an accompanying application (the "**Application**"). The Application must include a biography with qualifications and statement of interest for the position of director on the Board. The Applicant may attend and speak with constituents at all trade shows and membership meetings about the Applicant's position and desire to fill a Board vacancy; thereafter, the WWSRA Association Director will e-mail territory membership notifying members of election with Applicants' Application and nominating such Applicant. WWSRA membership shall receive an official ballot from WWSRA with the slate of Applicants for Board vacancies and shall vote by the applicable deadline. Votes received after the stated deadline will not be counted. Following the Board election, the slate of Board members shall be in announced to the WWSRA membership.

Section 4.04 Qualification for Directors. Each director shall be at least 18 years of age and be a Voting Member of WWSRA. Each director must reside in the region in which the director will represent as a director on the Board. Each director shall be an active sales representative while the director is serving on the Board, and no director may be a principal or owner of more than two (2%) percent of any company deemed a manufacturer of outdoor goods while serving as a director on the Board.

Section 4.05 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors, and vacancies occurring for any reason, including any vacancy occurring by reason of the death, resignation, or removal of a director, may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the next election of directors by the Members or until such director's successor is elected or appointed and qualified.

Section 4.06 Removal. Any director may be removed at any time for cause at a regular or special meeting called for that purpose by a majority of the Entire Board.

Section 4.07 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of WWSRA. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

Section 4.08 Meetings. The annual meeting and regular meetings of the Board shall be held at such times and places as may from time to time be fixed by the Board or may be specified in a notice of meeting. The annual meeting shall occur one time per fiscal year. Special meetings of the Board may be held at any time upon the call of the President or as determined by the Board in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section 4.09 Notice of Meetings. Notice of a meeting may be sent by mail, telephone, facsimile transmission, telegraph, courier service, electronic mail or hand delivery, directed to each director at his or her address or contact information as it appears on the records of WWSRA. Such notice

shall state the time and place where the meeting is to be held and to the extent possible, the purpose(s) for which the meeting is called. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. Notice of any regular meeting for which the time and place is not fixed by the Board must be given to each director not less than fifteen (15) days before such meeting. Notice of a special meeting of the Board must be given to each director not less than fifteen (15) days before such meeting, provided, however, that notice of special meetings to discuss matters requiring prompt action may be given no less than forty-eight (48) hours before the time at which such meeting is to be held if given personally, by telephone, by facsimile transmission or by electronic mail, unless the meeting relates to an emergency which must be resolved within forty-eight (48) hours, in which case notice shall be given as promptly as possible. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

Section 4.10 Quorum. At each meeting of the Board, the presence of a majority of the Entire Board shall constitute a quorum for the transaction of business or any specified item of business. If a quorum is not present at any meeting of the Board, a majority of the directors present may adjourn the meeting to another time without notice other than by announcement at the meeting, until such a quorum is present, except that notice of such adjournment shall be given to any directors who were not present at the time of the adjournment.

Section 4.11 Voting. Except as otherwise provided by statute or these by-laws, the vote of a majority of the directors present at the time of a vote, if a quorum is present at such time, shall be the act of the Board. In the event that the President of the Board is not a voting member of the Board, the President may act as a tie-breaker.

Section 4.12 Meeting by Remote Communication. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone, video conference, or similar communications equipment. Participation by such means shall constitute presence in person at a meeting provided that all persons participating in the meeting can hear each other at the same time and each director can participate in all matters before the board, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the board or committee.

Section 4.13 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or committee consent in writing to the adoption of a resolution authorizing the action. Such consent may be written or electronic. The resolution and written consents thereto by the members of the Board or such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.14 Compensation. WWSRA may pay a reasonable annual stipend to directors who serve as Officers (i.e. President, Vice President, Secretary and Treasurer) on the Board for services rendered to WWSRA in their capacity as officers not to exceed three thousand dollars (\$3,000). All directors may be reimbursed for reasonable expenses incurred in the performance of their duties to WWSRA. A director may receive reasonable compensation for the performance of services provided to WWSRA in any capacity separate from his or her responsibilities as a director when so authorized by a majority of the directors then in office and in accordance with Section 10.01 of these by-laws.

ARTICLE V COMMITTEES

Section 5.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate from among the directors an Executive Committee and other committees of the Board consisting of two (2) or more directors. Each committee of the Board shall have such authority as the Board shall by resolution provide; and the

Executive Committee shall have all the authority of the Board, except that no such committee shall have authority as to the following matters:

- (a) The filling of vacancies on the Board or in any committee.
- (b) The amendment or repeal of the by-laws, or the adoption of new by-laws.
- (c) The amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable.

Section 5.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the Executive Committee and of the committees of the Board shall be subject at all times to the directions of the Board.

Section 5.03 Alternate Members. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member or members at any meeting of such committee.

ARTICLE VI OFFICERS, EMPLOYEES, AND AGENTS

Section 6.01 Officers. The officers of WWSRA shall consist at least of a President, a Secretary, and a Treasurer. The Board may from time to time appoint such other officers, including one or more Vice Presidents, as it may determine. All officers shall be chosen by the Board from slates of candidates eligible and willing to serve.

Section 6.02 Election, Term of Office, and Qualifications. The officers of WWSRA shall be elected annually by a majority vote of the Board at the annual meeting of the Board, and each officer shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Notwithstanding the foregoing, the President and Treasurer shall be elected annually by June 30th of each year, and may be elected by e-mail (or comparable electronic communications) or proxy vote. Except as may otherwise be provided in the resolution of the Board choosing an officer, no officer need be a director. One person may hold, and perform the duties of, more than one office, except that the same person may not hold the offices of President and Secretary. All officers shall be subject to the supervision and direction of the Board.

Section 6.03 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the Entire Board.

Section 6.04 Resignations. Any officer may resign at any time by giving fifteen (15) days written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective.

Section 6.05 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board.

Section 6.06 President. The President shall preside at all meetings of the Board and Members. He or she shall have the general powers and duties of supervision and management of WWSRA which usually pertain to his or her office, and shall keep the Board fully informed of the activities of WWSRA. The President shall perform all such other duties as are properly required of him or her by the Board. He or she has the power to sign and execute alone in the name of WWSRA all contracts

authorized either generally or specifically by the Board, unless the Board shall specifically require an additional signature.

Section 6.07 Vice President. Each Vice President may be designated by such title as the Board may determine, and each such Vice President in such order of seniority as may be determined by the Board, shall, in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President also shall have such powers and perform such duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 6.08 Secretary. The Secretary shall record and keep the minutes of all meetings of the Board and Members in books kept for that purpose. He or she shall see that all notices and reports are given and served as required by law or these by-laws. He or she shall affix the corporate seal to and sign such instruments as require the seal and his or her signature and shall perform all duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 6.09 Treasurer. The Treasurer shall have the care and custody of all the funds and securities of WWSRA and shall keep full and accurate accounts of all moneys received and paid by him or her on account of WWSRA. The Treasurer shall exhibit at all reasonable times the WWSRA's books of account and records to any of the directors of WWSRA upon request at the office of WWSRA. He or she shall render a detailed statement to the Board of the condition of the finances of WWSRA at the annual meeting of the Board and shall perform such other duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 6.10 Employees and Other Agents. The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall have such authority and perform such duties as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities, and duties.

Section 6.11 Compensation. Any officer, employee, or agent of WWSRA is authorized to receive a reasonable salary or other reasonable compensation for services rendered to WWSRA when authorized by a majority of the Entire Board, and only when so authorized and in accordance with Section 10.01 of these by-laws.

ARTICLE VII EXECUTION OF INSTRUMENTS

Section 7.01 Contracts and Instruments. The Board, subject to the provisions of Section 10.01 and the WWSRA's Conflict of Interest Policy, may authorize any officer or agent of WWSRA to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness in the name of and on behalf of WWSRA. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 7.02 Deposits. The funds of WWSRA shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

Section 8.01 Indemnification. WWSRA shall, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate, was a director or officer of WWSRA,

against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees. No indemnification may be made to or on behalf of any such person if (a) his or her acts were committed in bad faith or were the result of his or her active and deliberate dishonesty and were material to such action or proceeding or (b) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

Section 8.02 Insurance. WWSRA shall have the power to purchase and maintain insurance to indemnify WWSRA for any obligation which it incurs as a result of its indemnification of directors and officers pursuant to Section 8.01 above, or to indemnify such persons in instances in which they may be indemnified pursuant to Section 8.01 above.

**ARTICLE IX
FINANCES**

Section 9.01 Initiation Fees; Member Dues. WWSRA requires payment of initiation fees and Member Dues by all Members in accordance with these by-laws to maintain such membership and all rights associated therewith. The amounts and due dates shall be fixed and determined by the Board in its sole discretion and in accordance with the needs of WWSRA.

Section 9.02 Assessments. The Board may levy special assessments to all Members to meet operating deficits, if any, of WWSRA as the Board may determine from time to time.

Section 9.03 Trade Show Fees. The Board has the power to establish annual fees for admission and participation in the WWSRA trade shows.

Section 9.04 Failure of Member to Pay Fees and Dues. Any Member who fails to pay any fees and dues including but not limited to initiation fees, Member Dues, show fees, fines, and assessments when due shall be an Inactive Member, and not be considered an Voting Member, and shall be excluded from exhibition or participation and WWSRA trade shows, shall not be entitled to vote, and shall not exercise any other right or privilege associated with Membership.

Section 9.05 Assets; Reserve. The Board will hold in reserve two (2) years of operating expenses ("**Reserve**"). The Board shall not access the Reserve without a Supermajority Vote which shall be defined an affirmative vote by all Directors from the Board with no more than two (2) Directors voting in the negative or abstaining. The Board shall not liquidate, sell, or otherwise dispose of principal assets of WWSRA without a Supermajority Vote. Notwithstanding the foregoing, interest on assets of WWSRA or the Reserve may be accessed at any time by the Board without a Supermajority Vote.

**ARTICLE X
GENERAL PROVISIONS**

Section 10.01 Fiscal Year. The fiscal year of WWSRA shall be the July 1 to June 30 unless otherwise provided by the Board.

Section 10.02 Seal. The corporate seal shall have inscribed thereon the name of WWSRA, the year of its organization, and the words "Corporate Seal, Not-for-Profit, Washington." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 10.03 Books and Records. WWSRA shall keep at the office of WWSRA correct and complete books and records of the activities and transactions of WWSRA, including the minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these by-laws, all resolutions of the Board, and all minutes of meetings of the Members and meetings of the Board and committees thereof.

Section 10.04 Records Retention and Destruction Policy. In any instance where WWSRA faces issues related to document retention, it shall follow the procedures and rules set out in the Records Retention and Destruction Policy attached hereto as Exhibit B and incorporated into these by-laws by reference.

Section 10.05 Whistleblower Policy. WWSRA shall follow the policies and procedures set out in the WWSRA's Whistleblower Policy, attached hereto as Exhibit C, as amended from time to time, and incorporated into these by-laws by reference, in any instance where a director, officer, employee, or volunteer reports a suspected violation of law or corporate policy.

Section 10.06 Annual Returns. The Entire Board shall review the WWSRA's annual filing with the Internal Revenue Service prior to it being filed.

Section 10.07 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

ARTICLE XI INTERESTED PARTY TRANSACTIONS

Section 11.01 For purposes of these by-laws, an "**interested party transaction**" is any contract or other transaction between WWSRA and (a) any present director or any individual who has served as a director in the five years preceding the transaction ("**past director**"), (b) any family member of a present or past director, (c) any corporation, partnership, trust, or other entity in which a present or past director is a director, officer, or holder of a financial interest, (d) any present officer or any individual who has served as an officer in the five years preceding the transaction ("**past officer**"), (e) any family member of a present or past officer, or (f) any corporation, partnership, trust, or other entity in which a present or past officer is a director, officer, or holder of a financial interest.

In any instance where WWSRA proposes to enter into an interested party transaction it shall follow the procedures and rules set forth in the WWSRA's Conflict of Interest Policy adopted by the Board and as amended from time to time (which is attached hereto and incorporated into these by-laws by reference as Exhibit A).

ARTICLE XII AMENDMENTS

Section 12.01 These by-laws may be altered, amended, or repealed by the affirmative vote of the majority of the Entire Board present at any meeting of the Board at which a quorum is present, except a two-thirds vote of the Entire Board shall be required for any amendment to add or remove a provision of these by-laws requiring a greater proportion of directors to constitute quorum or a greater proportion of votes necessary for the transaction of business. Such action is authorized only at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein. If these by-laws are altered, amended, or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors the by-laws so adopted, amended, or repealed, together with a concise statement of the changes made.

ARTICLE XIII NON-DISCRIMINATION

Section 13.01 In all of its dealings, neither WWSRA nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national

origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

**ARTICLE XIV
REFERENCE TO ARTICLES OF INCORPORATION**

Section 14.01 References in these by-laws to the Articles of Incorporation shall include all amendments thereto or changes thereof unless specifically excepted by these by-laws. In the event of a conflict between the Articles of Incorporation and these by-laws, the Articles of Incorporation shall govern.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the by-laws of Western Winter Sports Representatives, Association Inc., a Washington Not-for-Profit Corporation, as in effect on the date hereof.

**Western Winter Sports
Representatives Association, Inc.**

By _____

Name:

Title: Secretary of WWSRA

EXHIBIT A: CONFLICT OF INTEREST POLICY

WESTERN WINTER SPORTS REPRESENTATIVES ASSOCIATION, INC. CONFLICT OF INTEREST POLICY

ARTICLE I. PURPOSE, SCOPE, AND APPLICATION

- 1.1 The purpose of this Conflict of Interest Policy (the "**Policy**") is to protect the interests of Western Winter Sports Representatives Association Inc. (the "**Organization**" or "**WWSRA**") when it is contemplating entering into a transaction or arrangement that might benefit or appear to benefit the private interest of any present or former director, officer, employee, or volunteer of the Organization, indirectly benefit a Related Party, or result in a possible Excess Benefit Transaction. The Organization is organized to serve the members, and each director, officer, employee, and volunteer must act and use good judgment to maintain and further the member's trust and confidence in the Organization.
- 1.2 This Policy establishes guidelines, procedures, and requirements for:
- a. Identifying a Conflict of Interest and situations that may result in an actual, potential, or perceived Conflict of Interest; and
 - b. Appropriately managing a Conflict of Interest in accordance with legal requirements and the goals of accountability and transparency.
- 1.3 This Policy applies to all directors, officers, employees, and volunteers of the Organization. All directors, officers, employees, and volunteers must familiarize themselves with and adhere to the principles and rules set out in this Policy.
- 1.4 This Policy is intended to supplement but not replace any state and federal laws governing conflicts of interest applicable to non-profit and charitable organizations.

ARTICLE II. DEFINITIONS

- 2.1 "*Conflict of Interest.*" Arises in situations where, in the judgment of WWSRA's Board of Directors:
- a. The outside interests or activities (such as Covered Interests) of a director, officer, employee, or volunteer interfere or compete with the WWSRA's interests.
 - b. The stake of a director, officer, employee, or volunteer in a transaction or arrangement is such that it reduces the likelihood that such person's influence can be exercised impartially in the best interests of WWSRA.
 - c. A director, officer, employee, or volunteer has divided loyalties.
 - d. An Excess Benefit Transaction would occur.
- 2.2 "*Covered Interest.*" Exists when any director, officer, employee, or volunteer has directly, or indirectly through a Related Party:
- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.

- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement.
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
- d. A legal commitment or financial interest, including by virtue of a board appointment, employment position, or volunteer arrangement, to act in the interests of another entity or individual.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Covered Interest is not necessarily a Conflict of Interest. Under Section 3.2, a person who has a Covered Interest may have a Conflict of Interest only if the board decides that a Conflict of Interest exists.

2.3 *“Excess Benefit Transaction.”* Any transaction in which an economic benefit is provided by the Organization, directly or indirectly, to or for the use of a disqualified person and the value of the economic benefit provided by the Organization exceeds the value of the consideration (including the performance of services) received by the Organization. A "disqualified person" is any person who was in a position to exercise substantial influence over the affairs of the non-profit at any time during a five-year lookback period, ending on the date of the transaction, and includes but is not limited to the Organization's directors, officers, and Related Parties, as defined herein.

2.4 *“Interested Person.”* Any director, officer, employee, or volunteer who has a direct or indirect Covered Interest.

2.5 *“Related Party.”* Any one of the following persons or entities:

- a. Any director, officer, employee, or volunteer of the Organization or its affiliates.
- b. Any Relative of any individual described in subsection 2.5(a) above.
- c. Any entity or trust of which any individual described in subsection 2.5(a) or 2.5(b) above serves as a director, trustee, officer, employee, or volunteer.
- d. Any entity or trust in which any individual described in subsection 2.5(a) or 2.5(b) above has a thirty-five percent (35%) or greater ownership or beneficial interest.
- e. Any partnership or professional corporation in which any individual described in subsection 2(a) or 2(b) above has a direct or indirect ownership interest in excess of five percent (5%).
- f. Any other entity or trust in which any individual described in subsection 5(a) or 5(b) above has a material financial interest.

2.6 *“Relative.”* Any one of the following persons:

- a. The spouse or domestic partner of an Interested Person.
- b. The ancestors of an Interested Person.
- c. The siblings or half-siblings, children (whether natural or adopted), grandchildren, and great-grandchildren of an Interested Person.

- d. The spouse or domestic partner of any person described in subsection 2.5(a) above.

ARTICLE III. PROCEDURES

3.1 Duty to Disclose. An Interested Person must disclose the existence of any actual, potential, or perceived Conflict of Interest as soon as such Interested Person identifies that there may be a Conflict of Interest, and before the Organization enters into the proposed transaction or arrangement that gives rise to the Conflict of Interest.

3.2 Disclosure.

- a. The disclosure shall be made to:
 - i. the Board of Directors if the Interested Person is a director or officer; or
 - ii. the Interested Person's manager if the Interested Person is an employee or volunteer, who shall in turn inform the Board of Directors of the disclosed Conflict of Interest.
- b. The Interested Person shall be given the opportunity to disclose all material facts to the Board of Directors concerning the proposed transaction or arrangement, including the circumstances giving rise to the Conflict of Interest.

3.3 Determining Whether a Conflict of Interest Exists. After disclosure of the actual, potential, or perceived Conflict of Interest, the Board of Directors shall determine whether a Conflict of Interest exists by following the procedures described in this Section 3.4:

- a. The Interested Person shall disclose all material facts relating to the potential Conflict of Interest to the Board of Directors.
- b. After any discussion between the Board of Directors and the Interested Person, the Interested Person shall leave the Board of Directors meeting while the determination of a Conflict of Interest is discussed and voted upon.
- c. The board members, other than the conflicted Interested Person(s), shall decide if a Conflict of Interest exists. If the remaining board determines by majority vote that no conflict exists, no further review of the transaction by the board is required if not ordinarily required in the normal course of business. The discussion and determination of the existence of a Conflict of Interest shall be documented in accordance with the procedures outlined in Article IV below.
- d. The determination that a Conflict of Interest exists shall not preclude the board (other than the conflicted Interested Person(s)) from approving the matter, but such determination shall require the board to follow the procedures outlined in Article III.3 below.

3.4 Procedures for Addressing the Conflict of Interest. To address a Conflict of Interest, the Board of Directors shall follow the procedures described in this Section 3.4:

- a. An Interested Person may make a presentation at the Board of Directors meeting, but after the presentation, the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the Conflict of Interest.

- b. The Interested Person shall not attempt to intervene with or improperly influence the deliberations or voting on the matter giving rise to the Conflict of Interest.
- c. The President of the Board of Directors shall, if appropriate, appoint a disinterested person or committee to investigate market information and alternatives to the proposed transaction or arrangement, including obtaining comparability data when determining compensation.
- d. After exercising due diligence, the President shall determine whether the Organization 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.
- e. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is: (i) in the Organization's best interests; (ii) for its own benefit; and (iii) fair and reasonable.
- f. In conformity with the above determinations, the Board of Directors shall make its decision as to whether to enter into the transaction or arrangement.

3.5 Violations of the Conflict of Interest Policy.

- a. If the Board of Directors has reasonable cause to believe an Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the board determines the Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall take appropriate disciplinary and corrective action, up to and including termination of employment or volunteering, or removal from the Board of Directors.
- c. Each director, officer, employee, and volunteer is responsible for reporting to his or her manager or to the board any suspected failure to disclose by any Interested Person, regardless of position, in accordance with the Organization's Whistleblower Policy.
- d. Conduct that violates this Policy is always considered outside the scope of employment of any employee acting on behalf of the Organization.

3.6 Confidentiality.

- a. The Organization shall maintain the confidentiality of any disclosures made in connection with this Policy and limit access to the information in accordance with the Organization's privacy policy.
- b. Each director, officer, employee, and volunteer shall exercise care not to use, publish, or disclose confidential information acquired in connection with disclosures of actual, potential, or perceived Conflicts of Interest during or subsequent to his or her employment, participation as a volunteer, or participation on the board of directors.

ARTICLE IV. RECORDS OF PROCEEDINGS

4.1 The minutes of the meeting(s) of the Board of Directors shall contain:

- a. (i) The names of the persons who disclosed or otherwise were found to have an actual, potential, or perceived Conflict of Interest; (ii) the nature of the disclosed interest; (iii) any action taken to determine whether a Conflict of Interest was present; (iv) whether the Interested Person was present during the determination; and (v) the Board of Director's decision as to whether a Conflict of Interest in fact existed.
- b. (i) The names of the persons who were present for discussions by the board of the proposed transaction or arrangement; (ii) the votes relating to the transaction or arrangement; (iii) the content of the discussion, including any alternatives to the proposed transaction or arrangement; and (iv) a record of any votes taken in connection with the proceedings.

4.2 The board minutes be approved as reasonable, accurate, and complete before the later of:

- a. The next Board of Directors meeting.
- b. Sixty (60) days after the final actions of the board are taken.

ARTICLE V. COMPENSATION

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

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

ARTICLE VI. ANNUAL STATEMENTS AND DISCLOSURES

6.1 Each director, officer, employee, and volunteer shall annually disclose all Conflicts of Interest and previously unreported Conflicts of Interest in writing on the Organization's disclosure form in accordance with this Policy and sign a statement that affirms that such person:

- a. Has received a copy of this Policy;
- b. Has read and understands this Policy;
- c. Has agreed to comply with this Policy;

6.2 Has no Conflict of Interest to report or is reporting current and any previously unreported Conflicts of Interest; and

- 6.3 Understands that the Organization is not for profit and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII. PERIODIC REVIEWS

- 7.1 To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its reputation or 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: (i) reasonable; (ii) based on competent survey information; and (iii) the result of arm's length bargaining; and
- b. Whether partnerships, joint ventures, and arrangements with management organizations: (i) conform to the Organization's written policies; (ii) are properly recorded; (iii) reflect reasonable investment or payments for goods and services; (iv) further charitable purposes; and (v) do not result in inurement, impermissible private benefit, or an Excess Benefit Transaction.

- 7.2 The Organization expressly reserves the right to change, modify, or delete the provisions of this Policy without notice.

ARTICLE VIII. USE OF OUTSIDE EXPERTS

81. When conducting a Conflict of Interest determination as provided for in Article III or a periodic review as provided for in Article VII, the organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of its fiduciary duties or responsibilities when considering a transaction or arrangement with an Interested Person or Related Party, or for ensuring periodic reviews are conducted.

EXHIBIT B: RECORDS RETENTION AND DESTRUCTION POLICY

WESTERN WINTER SPORTS REPRESENTATIVES ASSOCIATION, INC. RECORDS RETENTION AND DESTRUCTION POLICY

ARTICLE I PURPOSE

Section 1.01 The purpose of this Records Retention and Destruction Policy (this “**Policy**”) is to protect the interests of Western Winter Sports Representatives Association, Inc. (“**WWSRA**”) by establishing guidelines, procedures, and requirements for the:

- (a) Retention and maintenance of any Records (as defined in Section 2.01) necessary for WWSRA to achieve its mission and comply with applicable law.
- (b) Destruction of Records that do not need to be or no longer need to be retained.
- (c) WWSRA’s Board of Directors, officers, employees, and volunteers (collectively, the “**Constituents**”) to understand their responsibilities concerning Record retention and destruction.

Section 1.02 Federal and state law requires WWSRA to retain certain Records, usually for a specific amount of time.

- (a) Generally, Records contain information that:
 - (i) Serves as WWSRA’s organizational memory; and/or
 - (ii) Has enduring business value (for example, it provides a record of a transaction, evidences WWSRA’s rights or obligations, protects WWSRA’s legal interests, or ensures operational continuity).
- (b) The accidental or intentional destruction of these Records during the retention periods specified in this Policy could result in the following consequences for WWSRA and/or its Constituents:
 - (i) Fines and penalties;
 - (ii) Loss of legal rights and privileges that the Records may evidence and help preserve;
 - (iii) Obstruction of justice charges;
 - (iv) Inference of spoliation of evidence and spoliation tort claims;
 - (v) Contempt of court charges;
 - (vi) Serious disadvantages in litigation; and
 - (vii) Reputational damage.

Section 1.03 This Policy is in accordance with the Sarbanes-Oxley Act of 2002, under which it is a crime to change, conceal, falsify, or destroy any record with the intent to impede or obstruct any official or government proceeding. Therefore, this Policy is part of an organization-wide system for the review, retention, and destruction of Records that WWSRA creates or receives in the course of its operations.

ARTICLE II TYPES OF RECORDS

Section 2.01 Records. A “Record” is any type of record, file, document, sample, and other form of information created, received, or transmitted in the course of WWSRA’s operations, regardless of physical format.

Section 2.02 Disposable Information.

(a) “**Disposable Information**” is information in any form that would normally be a Record, except that it:

- (i) Serves a temporary useful purpose or no purpose;
- (ii) Is no longer required for the operation of WWSRA; and
- (iii) Is not required by law to be retained by WWSRA.

(b) Disposable Information may be safely destroyed without violating this Policy. Examples may include:

- (i) Duplicates of originals that have not been annotated;
- (ii) Preliminary drafts of letters, memoranda, reports, worksheets, and informal notes that do not represent significant steps or decisions in the preparation of an official record;
- (iii) Books, periodicals, manuals, training binders, and other printed materials obtained from sources outside of WWSRA and retained primarily for reference purposes; and
- (iv) Spam and junk mail.

Section 2.03 Confidential Information Belonging to Others. Any confidential information that a Constituent may have obtained from a source outside of WWSRA, such as a previous employer or through outside volunteer activities, must not, so long as such information remains confidential, be disclosed or used by WWSRA. Unsolicited confidential information submitted to WWSRA should be refused, returned to the sender where possible, and deleted if received in an electronic format.

ARTICLE III MANDATORY COMPLIANCE

Section 3.01 Compliance. Each Constituent must comply with this Policy and any litigation hold communications. Failure to comply with this Policy may subject WWSRA and its Constituents to serious civil and/or criminal liability. An employee’s failure to comply with this Policy may result in disciplinary sanctions, including suspension or termination.

Section 3.02 Reporting Policy Violations. WWSRA is committed to enforcing this Policy as it applies to all forms of Records. The effectiveness of WWSRA’s efforts, however, depends largely on the compliance of its Constituents. If you reasonably suspect that you or someone else may have violated this Policy, you should report the incident immediately to the Administrator of the Policy. If you do not report inappropriate conduct, WWSRA may not become aware of a possible violation of this Policy and may not be able to take appropriate corrective action. No one will be subject to, and WWSRA prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related

investigations.

ARTICLE IV ADMINISTRATION

Section 4.01 Administrator. WWSRA's President (the "**Administrator**") shall be in charge of the administration of this Policy. The Administrator's responsibilities include:

- (a) Identifying the Records that WWSRA must or should retain.
- (b) Determining, after consulting with WWSRA's outside counsel, the proper retention period for each Record type.
- (c) Planning, developing, and prescribing Record retention and disposal policies, systems, standards, and procedures.
- (d) Ensuring this Policy and any retention procedures comply with privacy laws that govern the handling of Records concerning WWSRA's employees, volunteers, beneficiaries, and donors.
- (e) Periodically reviewing this Policy and monitoring compliance by Constituents.
- (f) Training Constituents on their obligations under the Policy.
- (g) Modifying the Retention Schedule as needed to comply with changes in law and to add or revise Record categories to reflect changes in WWSRA's operations.
- (h) Tracking the volume of Records destroyed under the Retention Schedule and the Records stored electronically.
- (i) Ensuring that Records created or retained by WWSRA's volunteers are returned to WWSRA for retention or destruction at the end of each volunteer project.

Section 4.02 Constituents. Each Constituent must acknowledge that the Constituent has received, read, understood, and agrees to comply with this Policy, as described in Section 7.01. Each Constituent shall assist the Administrator, as requested, in the implementation and compliance with this Policy.

Section 4.03 Volunteers. Upon completion of each project, each volunteer shall produce Records as requested by the Administrator. Volunteers shall not be required to independently retain Records identified in the Retention Schedule after the completion of their project.

ARTICLE V HOW TO RETAIN, STORE, AND DESTROY RECORDS

Section 5.01 Retention. Any Records that are part of any categories listed in the Retention Schedule must be transferred to and maintained by the Administrator for the amount of time set forth in the Retention Schedule. A Record must not be retained beyond the period set forth in the Retention Schedule unless a valid business reason (or a litigation hold or other special situation) calls for its continued retention. If any Constituent is unsure whether to retain a certain Record, the Constituent should contact the Administrator.

Section 5.02 Storage. WWSRA's Records must be stored in a safe, secure, and accessible manner in accordance with this Policy. Any Records, including WWSRA's governing documents and

financial files, that are essential to WWSRA's operations during an emergency, and any Records requiring permanent retention, must be duplicated and/or backed up at least weekly and maintained at WWSRA's principle office.

Section 5.03 Destruction. WWSRA's Administrator is responsible for the continuing process of identifying the Records that have met their required retention period and supervising the destruction process. For example:

- (a) When the retention period for a particular Record expires (as specified in the Retention Schedule), the Constituent maintaining the Record shall destroy the Record in accordance with this Policy. If any Constituent is unsure whether to destroy a certain Record, the Constituent should contact the Administrator.
- (b) The destruction of confidential, financial, and personnel-related physical Records must be conducted by shredding if possible.
- (c) Non-confidential physical Records may be destroyed by recycling.
- (d) The destruction of electronic Records must be coordinated with Administrator.
- (e) Disposable Information may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose.
- (f) The destruction of Records must stop immediately upon notification from the Administrator that a litigation hold is to begin because WWSRA may be involved in a lawsuit or an official investigation, as described in Section 5.04.

Section 5.04 Litigation Holds and Other Special Situations. WWSRA requires all Constituents to comply fully with the procedures. All Constituents should note the following general exceptions to any stated destruction schedule:

- (a) **Litigation Holds.** If you believe or the Administrator informs you that WWSRA's Records and Disposable Information ("**Litigation Hold Records**") are relevant to current litigation, potential litigation (that is, a dispute that could result in litigation), government investigation, audit, or other event, you must preserve and not delete, dispose, destroy, or change those Litigation Hold Records, including emails, until the Administrator determines those Litigation Hold Records are no longer needed. This exception is referred to as a litigation hold or legal hold, and replaces any previously or subsequently established destruction schedule for those Litigation Hold Records. If you believe this exception may apply, or have any questions regarding whether it may possibly apply, please contact the Administrator.
- (b) **Special Situations.** You may be asked to suspend any routine disposal procedures for Records and Disposable Information in connection with certain other types of events, such as the merger of WWSRA with another organization or the replacement of WWSRA's information technology systems.

Section 5.05 Privacy. The Administrator must ensure that all retention and destruction procedures comply with any relevant federal or state privacy laws.

Section 5.06 Exceptions. Exceptions to these rules and the Retention Schedule may be granted only by the President of the Board of Directors.

ARTICLE VI
INTERNAL AUDITS AND EMPLOYEE QUESTIONS

Section 6.01 Internal Review and Policy Audits. The Board of Directors will periodically review this Policy and its procedures with legal counsel and/or WWSRA's certified public accountant, and may audit employee, at the Board of Directors Reasonable determination that such audit is necessary, files and hard drives to ensure that:

- (a) WWSRA is in full compliance with this Policy.
- (b) The procedures under this Policy are reasonable and effective for WWSRA's current operations.
- (c) The Policy complies with relevant new or amended regulations.

Section 6.02 Questions About the Policy. Any questions about this Policy should be referred to the Administrator who is in charge of administering, enforcing, and updating this Policy.

APPENDIX A
RECORD RETENTION SCHEDULE

WWSRA establishes retention or destruction schedules or procedures for specific categories of records. This is done to ensure legal compliance and accomplish other objectives, such as protecting intellectual property and controlling costs. Each Constituent should give special consideration to the categories of documents listed in the record retention schedule below. Avoid retaining a record if there is no business reason for doing so, and consult with the Administrator if unsure.

RECORDS	RETENTION PERIOD
Personnel Records	
Benefits descriptions per employee	Permanent
EEO-1 Reports (Employer Information Report)	Filed annually with the EEOC and the Department of Labor, Office of Federal Contract Compliance Programs, most recent kept on file
Employee applications and resumes	4 years
Employee benefit plans subject to ERISA (includes plans regarding health and dental insurance, 401K, long-term disability, and Form 5500)	6 years from when the record was required to be disclosed
Employee offer letters (and other documentation regarding hiring, promotion, demotion, transfer, lay-off, termination, or selection for training)	1 year from date of making record or action involved, whichever is later; or 1 year from date of involuntary termination
Records relating to background checks on employees and volunteers	5 years from when the background check is conducted
Employment contracts; employment and termination agreements	3 years from their last effective date
Employee records with information on pay rate or weekly compensation	3 years
I-9 Forms	3 years after date of hire or 1 year after employment is terminated, whichever is later

	3 years after date of hire for recruiters and referrers for a fee
Injury and Illness Incident Reports (OSHA Form 301) and related Annual Summaries (OSHA Form 300A); Logs of work-related injuries and illnesses (OSHA Form 300)	5 years following the end of the calendar year that these records cover
Supplemental record for each occupational injury or illness (OSHA Form 101); Log and Summary of Occupational Injuries and Illnesses (OSHA Form 200)	5 years following the year to which they relate
Job descriptions; performance goals and reviews; garnishment records	Termination + 7 years
Employee tax records	4 years from the date tax is due or paid, whichever is later
Salary schedules; ranges for each job description	2 years
Time reports	Termination + 3 years
Workers' compensation records	Duration of employment + 30 years
Volunteer position descriptions	2 years
Volunteer offer letters (and other documentation regarding the selection and activity of volunteers)	1 year from date of making record or action involved, whichever is later; or 1 year from date of involuntary termination
Payroll Records	
Payroll registers (gross and net)	3 years from the last date of entry
Time cards; piece work tickets; wage rate tables; pay rates; work and time schedules; earnings records; records of additions to or deduction from wages; records on which wage computations are based	2 years
W-2 and W-4 Forms and Statements	As long as the document is in effect + 4 years

Corporate Records	
Articles of Incorporation; By-laws	Permanent
Annual corporate filings and reports to secretary of state and attorney general	Permanent
Board policies, resolutions, and meeting minutes; committee meeting minutes; annual member meeting minutes	Permanent
Conflict of interest disclosure forms	7 years
Contracts	Permanent if current (7 years if expired)
Licenses and permits	Permanent
Construction documents	Permanent
Emails (business related)	3 years
Fixed Asset Records	Permanent
IRS Form 1023 (Application for tax-exempt status as charitable organization)	Permanent
IRS determination letter and related correspondence	Permanent
Performance reports on programs and activities	Permanent
Sales and purchase records	3 years
State sales tax exemption documents	Permanent
State determination letter and related correspondence	Permanent

Member Records	
Member applications	7 years
Member contact information	Permanent
Records of Membership dues and fees	7 years
Accounting and Finance	
Accounts Payable and Receivables ledgers and schedules	7 years
Annual audit reports and financial statements	Permanent
Annual plans and budgets	2 years
Bank statements; cancelled checks; deposit slips	7 years
Business expense records	7 years
Cash receipts	3 years
Check registers	Permanent
Electronic fund transfer documents	7 years
Employee expense reports	7 years
General ledgers	Permanent
Journal entries	7 years
Invoices	7 years

Petty cash vouchers	3 years
Tax Records	
Annual tax filing for the organization (IRS Form 990 in the US and state equivalent)	Permanent
Earnings records from unrelated business taxable income (UBTI)	7 years
Filings of fees paid to professionals (IRS Form 1099 in the US and state equivalent)	7 years
Payroll tax returns and withholdings	7 years
State unemployment tax records	Permanent
Legal and Insurance Records	
Appraisals	Permanent
Insurance claims/applications	Permanent
Insurance disbursements and denials	Permanent
Insurance contracts and policies (Directors and Officers, General Liability, Property, and Workers' Compensation)	Permanent
Leases	6 years after expiration
Real estate documents (including loan and mortgage contracts, deeds)	Permanent
Intellectual property (copyright, trademark, patent) registrations, evidence of use documents	Permanent

Warranties	Duration of warranty + 7 years
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EXHIBIT C WHISTLEBLOWER POLICY

Whistleblower Policy for Western Winter Sports Representatives Association, Inc.

Western Winter Sports Representatives Association, Inc. (“**WWSRA**”) requires its directors, officers, employees, and volunteers (each, a “**WWSRA Individual**”) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of WWSRA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

ARTICLE I PURPOSE

Section 1.01 The purpose of this whistleblower policy (the “**Policy**”) is to:

- (a) Encourage and enable WWSRA Individuals to raise concerns regarding suspected illegal or unethical conduct or practices or violations of WWSRA’s policies on a confidential and, if desired, anonymous basis.
- (b) Protect WWSRA Individuals from retaliation for raising such concerns.
- (c) Establish policies and procedures for WWSRA to receive and investigate reported concerns and address and correct inappropriate conduct and actions.

ARTICLE II REPORTING RESPONSIBILITY

Section 2.01 Reporting Responsibility. Each WWSRA Individual has the responsibility to report in good faith any concerns about actual or suspected violations of WWSRA’s policies or any federal, state, or municipal law or regulation governing WWSRA’s operations (each, a “**Concern**”). Appropriate subjects to report under this Policy include but are not limited to financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices, such as:

- (a) Fraud.
- (b) Theft.
- (c) Embezzlement.
- (d) Bribery or kickbacks.
- (e) Misuse of WWSRA’s assets.
- (f) Undisclosed conflicts of interest.

Section 2.02 Acting in Good Faith. Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation of law and/or ethical

standards. Any unfounded allegation that proves to have been made maliciously, recklessly, or knowingly to be false will be viewed as a serious offense and result in disciplinary action, up to and including termination of employment or volunteer status.

Section 2.03 Other Types of Concerns. WWSRA Individuals should use WWSRA's existing complaint procedures and mechanisms to report other issues not covered by Section 2.01 of this Policy, unless those channels are themselves implicated in wrongdoing. This Policy is not intended to provide a means of appealing the outcomes resulting from those other mechanisms.

ARTICLE III NO RETALIATION

Section 3.01 No WWSRA Individual who in good faith reports a Concern or participates in a review or investigation of a Concern shall be subject to harassment, retaliation, or, in the case of an employee, adverse employment consequences because of such report or participation. This protection extends to WWSRA Individuals who report in good faith, even if the allegations are, after an investigation, not substantiated.

Section 3.02 Any WWSRA Individual who retaliates against someone who in good faith has reported or participated in a review or investigation of a Concern will be subject to discipline, up to and including termination of employment or volunteer status.

Section 3.03 Anyone who believes that a WWSRA Individual has been subject to harassment, retaliation, or adverse employment consequences as a result of making a good faith report or participating in a review or investigation of a Concern should contact the Compliance Officer listed in Article V of this Policy. Nothing in this Policy shall limit or alter the procedures and protections in the WWSRA's anti-retaliation policy.

ARTICLE IV CONFIDENTIALITY

Section 4.01 WWSRA encourages anyone reporting a Concern to identify himself or herself in order to facilitate the investigation of the Concern. However, Concerns may be submitted on a confidential and/or anonymous basis. WWSRA shall take reasonable steps to protect the identity of the WWSRA Individual, and shall keep reports of Concerns confidential to the extent possible, consistent with the need to conduct an adequate investigation.

ARTICLE V REPORTING PROCEDURES

Section 5.01 Prompt Reporting. All Concerns should be reported as soon as practicable consistent with this Policy.

Section 5.02 Reporting Concerns. Employees and volunteers should first discuss the Concern with their direct supervisors.

Section 5.03 Questions. Any questions relating to the scope, interpretation, or operation of this Policy should be directed to the President of the Board of Directors.

Section 5.04 Investigation of Reported Concerns.

(a) **Compliance Officer.** The President of the Board of Directors is responsible for:

- (i) Promptly investigating or overseeing the investigation of each reported Concern.
- (ii) Advising the Board of Directors of each reported Concern.
- (iii) Reporting compliance activity to the full Board of Directors at each regularly scheduled Board meeting.

(b) **Acknowledgment of Receipt.** Any supervisor, manager, or Board member who receives a report of a Concern must promptly notify the President of such report in writing. The Compliance Officer shall notify the reporting individual and acknowledge receipt of each reported Concern within five (5) business days, unless the report was submitted anonymously or no return address is provided.

(c) **Investigation.** The President shall conduct a prompt, discreet, and objective review or investigation based on the submitted report. A full investigation may not be possible if a report made anonymously is vague or general. If deemed necessary in his or her sole discretion or upon the recommendation of the Board of Directors, the President may engage legal counsel, accountants, or other experts to assist in the investigation. The President may delegate the investigation responsibilities to any Board committee or other individual, including third parties, as long as:

- (i) The delegate is not a subject of the reported Concern.
- (ii) The delegation does not compromise the identity of the WWSRA Individual who reported anonymously or confidentially.

(d) **Resolution.** The Compliance Officer shall:

- (i) Recommend appropriate corrective action to the Board of Directors, if warranted by the investigation.
- (ii) Oversee the implementation of a resolution based on the determination of the Board.
- (iii) Follow up with the reporting individual, if possible, for closure of the reported Concern.

(e) **Accounting and Auditing Matters.** The President shall immediately notify the Board of Directors of any Concerns regarding accounting practices, internal controls, or auditing, and shall work with the [Audit Committee/Board of Directors] until the matter is resolved.

ARTICLE VI
PERIODIC REVIEWS

Section 6.01 To ensure that WWSRA operates in a manner consistent with not for profit purposes and does not engage in activities that could jeopardize its reputation or tax-exempt status, a committee designated by the Board of Directors shall conduct periodic reviews of this Policy. The committee shall present any recommended changes, modifications, or deletions of the provisions of this Policy to the full Board of Directors at its regularly scheduled meeting following the committee's review.

ARTICLE VII
MISCELLANEOUS

Section 7.01 WWSRA shall retain any records related to the investigation and resolution of a reported Concern as required by WWSRA's Records Retention and Destruction Policy. All such records are considered privileged and strictly confidential.

Section 7.02 This Policy shall be distributed to all WWSRA Individuals.

Section 7.03 This Policy was adopted by WWSRA's Board of Directors at its meeting on [DATE].