

ENTREPRENEURS' ORGANIZATION AUTHORIZED CHAPTER LICENSE AGREEMENT

This Entrepreneur's Organization Authorized Chapter License Agreement (this "Agreement") is entered into and effective as of July 1, 2023 ("Effective Date") by and between Entrepreneurs' Organization, a District of Columbia non-profit corporation with a principal place of business located at 500 Montgomery Street, Suite 700, Alexandria, VA 22314 ("EO") and [REDACTED], a [REDACTED] with a principal place of business [REDACTED] ("Chapter"). Both EO and Chapter are hereinafter each referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, EO is a non-profit organization organized and operated pursuant to Section 501(c)(3) of the United States Internal Revenue Code and dedicated to promoting, developing, and fostering entrepreneurship globally;

WHEREAS, EO authorizes qualifying entities to operate as authorized EO chapters to serve EO members who meet on a regular basis in pursuit of EO's charitable purpose;

WHEREAS, Chapter desires to operate as an authorized EO Chapter and has applied to EO for authorization to operate as an authorized EO chapter;

WHEREAS, EO has verified that Chapter has met the minimum requirements to operate as an authorized EO chapter, has determined that Chapter is qualified to operate as an authorized chapter, and has approved Chapter to operate and identify itself as an authorized EO chapter;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. General Terms of Agreement

- 1.1. Purpose. This Agreement sets forth the terms of the relationship between EO and Chapter and rights and responsibilities of EO and the Chapter related to such relationship.
- 1.2. Mission, Vision, Values. The Chapter agrees to maintain its organization and operations in adherence to EO's vision, mission, and values, and agrees to accept as binding the provisions of EO's Bylaws, EO's Code of Conduct and EO's Policies and Procedures, which may be updated from time to time by EO. A copy of the Bylaws and Policies and Procedures currently in effect are attached here and incorporated herein as **Appendix A**. The EO Bylaws, EO Code of Conduct, EO Policies and Procedures, and all other EO governance documents published and updated from time to time on www.eonetwork.org are incorporated herein by this reference.
- 1.3. Relationship of the Parties. EO grants the Chapter a license authorizing the Chapter to organize and operate as an authorized EO chapter, and the Chapter agrees to maintain an organizational structure and operate in a manner consistent with the requirements established by EO. The Chapter is a separate legal entity from EO, but may describe itself as an "affiliate" of EO. EO does not own, in whole or in part, the Chapter. EO membership is in every instance "dual-membership", meaning that membership in EO requires



membership in a chapter, and that all members of a chapter must also be members of EO. Both memberships are separate and distinct, with separate membership dues required for each, and both memberships are mandatory for all members. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of partnership, joint-venture, ownership or control, or other corporate affiliation, nor of employer or employee between EO and Chapter or any employee or agent of Chapter. Chapter has no authority (and shall not hold itself out as having authority) to bind EO and Chapter shall not make any agreements or representations on EO's behalf without EO's prior written consent.

2. **Intellectual Property Limited License.** EO authorizes the Chapter to use EO's name, logo, products, services and programs and other EO materials protected by copyright, patents, utility models, domain name, trade secrets, trade dress, trademarks, service marks, brand, branding, design and design elements, publicity, moral rights, design, know-how, and any other applicable intellectual property ("Intellectual Property"), solely for purposes of operating the Chapter and pursuant to the terms of this Agreement. Only for so long as this Agreement remains in effect, the Chapter shall be entitled to use the name "Entrepreneurs' Organization," "EO," the EO logo and EO's other related Intellectual Property as part of its Chapter name and identity. Any use of EO Intellectual Property shall adhere to and comply with Entrepreneurs' Organization's intellectual property policies and marks and brand guidelines, as updated by EO from time to time, and the terms of the "License Agreement", as updated by EO from time to time, attached hereto as **Appendix B** and incorporated herein by this reference.

3. **Chapter Requirements**

- 3.1. **Minimum Standards.** In order to preserve a healthy, vigorous Chapter, and thereby ensure a valuable experience for all EO members, the Chapter shall be required to include, at a minimum, provisions in their charter or governing documents, such as Chapter bylaws or policies and procedures, which meet or exceed the standards set forth in the "EO Authorized Chapter Minimum Bylaws Standards" attached hereto as **Appendix C** and as may be updated time to time on www.eonetwork.org are incorporated herein by this reference. Additionally, the Chapter shall comply with EO's "Chapter Formation and Good Standing" requirements, a copy of which are attached hereto as **Appendix D** and incorporated herein by this reference.
- 3.2. **Regional Chapter Requirements.** Pursuant to EO's Policies and Procedures, EO has authorized the Chapter to operate as an authorized Regional Chapter, sometimes also referred to as a Bridge Chapter. Authorized Regional Chapters shall comply with the Regional Chapter Requirements guidelines attached hereto as Appendix F and incorporated herein by this reference.
- 3.3. **Operational Requirements.** The Chapter hereby represents and warrants that it shall adhere to and comply with the following operational requirements:
 - a. The Chapter shall ensure that every member of the Chapter has paid their EO dues and submit those dues to EO by July 1 of each year, or such later date as EO may, in its sole discretion, approve.
 - b. The Chapter shall submit Chapter member renewal information to EO through EOnetwork.org or by other means as determined by EO, and shall provide progress and financial reports to EO on an annual basis, or when otherwise requested.
 - c. The Chapter shall obtain and maintain any insurance required by any governmental authority and/or when otherwise necessary and prudent for the



Chapter's operation.

- d. The Chapter shall comply with all applicable laws and regulations, including, without limitation, any applicable laws, regulations, orders, and rules in the Chapter's local jurisdiction, and any applicable, international, US federal, US state and/or any other local laws, orders, rules and regulations, including, without limitation, privacy and data protection laws rules or regulations.
- e. The Chapter shall use its best efforts to ensure that no act or omission of the Chapter jeopardizes EO's status as a tax-exempt organization.
- f. The Chapter agrees not to conduct, endorse, offer, promote, develop, or support any program, meeting, convention or educational event which competes or conflicts with any EO activity or policy without the prior express written consent of EO.
- g. The Chapter's officers, agents or employees shall not hold themselves out as agents of EO. The Chapter shall not contract in the name of EO, or incur any financial or other obligations on behalf of EO, without the prior express written consent of the EO Chair or Chief Executive Officer.
- h. Pursuant to EO's Policies and Procedures, the Chapter, regardless of its status as a local authorized chapter, regional chapter, or otherwise, shall operate in conjunction with the applicable EO Regional Council and as part of the applicable EO Region, which shall include, without limitation, coordinating its activities with the applicable EO Regional Council. No chapter is exempt from this requirement.
- i. The Chapter shall acknowledge, agree, and strictly adhere to EO's brand guidelines and follow all provisions set forth in Appendix B.

3.4. Chapter Benefits

- a. As an authorized chapter of EO, the Chapter is entitled to offer all of the EO products, services, programs and activities to the Chapter's EO members and officers.
- b. EO has authorized the Chapter to develop, manage, and maintain the Chapter as an authorized EO Chapter. EO will provide a listing on the EO Web site as an EO chapter. This privilege does not create an exclusive territory for the Chapter, and EO reserves the right to authorize other chapters in the same location or region (as EO deems necessary and appropriate) to advance its vision, mission, and purpose.
- c. The Chapter may be eligible for direct financial-incentive payments from EO to chapters in accordance with financial incentive programs EO may establish and maintain from time to time.

4. Membership Admission, Conduct, and Termination

- 4.1. Dual Membership. All members of EO must in all instances be members of both an authorized chapter ("Chapter Membership") and of EO ("Global Membership"), which memberships are separate and distinct.
- 4.2. Admission to Membership. Mandatory minimum standard for EO membership are set forth in EO's Policies and Procedures. The Chapter is authorized to and responsible for the review of membership applications, and evaluation of applicant eligibility for Chapter



Membership. Admission to EO Global Membership is subject to review and approval by EO. No member shall be admitted to the Chapter as a chapter member prior to approval of EO global membership to assure compliance with mandatory dual membership requirements.

- 4.3. Adherence to Policies and Conduct Standards. The Chapter shall require its members adhere to all EO membership requirements, including, without limitation, compliance by members with EO's Code of Conduct and other policies and standards, including, without limitation, EO's Anti-Harassment, Anti-Retaliation, and Non-Discrimination Policy, EO's Whistleblower Policy EO's Confidentiality Policy, and EO's Solicitation Policy.
- 4.4. General Sanctioning Authority. Both EO and the Chapter have the authority to take disciplinary actions against members for violations of EO policies, provided, however, that certain violations are subject to exclusive review and disciplinary action by EO. Violations of Chapter policies remain the exclusive jurisdiction of the Chapter. EO will not review or consider violations of Chapter policies, provided that such policies do not otherwise violate or conflict with EO policies. The Chapter is authorized to take disciplinary actions against members for violations of chapter level violations, as set forth in Section 4.8 (Chapter Sanctioning Authority), below.
- 4.5. Discrimination, Harassment, and Retaliation Violations Subject to Exclusive EO Review. Any violations of EO's Anti-Harassment, Anti-Retaliation, and Non-Discrimination Policy by members ("DHR Violations") are subject to the exclusive review of EO. The Chapter is not authorized to address such violations or take disciplinary action against members for such violations without EO's prior authorization. The Chapter shall report any allegations of DHR Violations to EO's Governance Committee and/or Governance or Legal staff within two (2) days of learning of such allegations. EO will review all DHR allegations pursuant to the processes and policies set forth in EO's Bylaws and Policies and Procedures.
- 4.6. Other Code of Conduct Violations & Chapter Level Violations. The Chapter is authorized and required to review and address any other EO Code of Conduct, other EO Policy, or Chapter level policy violations brought to its attention. Members are permitted to submit complaints of any EO Policy violations to EO, in which case EO will determine whether investigation and review of the allegations will be conducted at the chapter or global level.
- 4.7. Mandatory Process Requirements. The Chapter shall develop and implement formal written process guidelines for the investigation, review, and resolution of policy violations over which the Chapter has authority, which shall meet certain minimum standards. EO has developed standardized "Chapter Conduct Committee Guidelines" that include best practices and minimum standards that the Chapter may adopt to meet the obligations set forth in this Section 4.7. The Chapter is not required to adopt EO's standardized Chapter Level Conduct process or policies. The Chapter may develop its own standards and processes to meet its obligations under this Section, provided, however, that any such standards and processes must meet minimum standards set by EO and be in writing and submitted to EO for review, advisory, minimum standards compliance, and record-keeping purposes. If the Chapter independently develops such written policies and processes, the policies and processes shall, at a minimum, require the Chapter to (i) review and consider allegations in a neutral, un-biased, and professional manner to ensure fairness and impartiality for both those submitting complaints and those accused of violations; (ii) draft written reports detailing the process taken for each instance of review of allegations of violations; (iii) strictly abstain from arbitrary or capricious practices in the review of allegations or implementation of disciplinary measures, including actions against a member's Chapter Membership due to personality



conflicts alone and not supported by factually verified policy violations; (iv) strictly comply with all EO policies; (v) strictly refrain from engaging in any discrimination, retaliation, or harassment in their violation review process; and (vi) provide for an appeals process in any instance in which Chapter Membership termination is imposed by the Chapter as a disciplinary measure. Additionally, any conduct review process independently developed by the Chapter shall include mandatory reporting requirements to EO, including, without limitation:

- a. requirement to provide EO written copies of the Chapter's conduct review processes;
- b. requirement to inform EO in writing of any complaints or allegations submitted to the Chapter;
- c. requirement to inform EO in writing of any disciplinary action taken against any member;
- d. requirement to inform EO in writing of the Chapter's intent to suspend or terminate any member's Chapter Membership.

4.8. Chapter Sanctioning Authority. The Chapter is authorized to take disciplinary action against members up to and including suspension or termination of Chapter Membership for violations of EO's Code of Conduct and/or Chapter bylaws and Chapter policies confirmed by an authorized violation review process, provided, however that any DHR Violations remain under the exclusive jurisdiction of EO. Termination of Chapter membership shall, in all instances, be subject to ratification by the Chapter's board of directors, and submission by the Chapter to EO of all mandatory reporting documents (as described in Section 4.9, below) with confirmation of receipt by EO. Notwithstanding the foregoing, the Chapter is strictly prohibited from engaging in arbitrary or capricious disciplinary actions against members, and suspension or termination of membership as a disciplinary action must be limited to actual Code of Conduct or other policy violations that have been factually demonstrated by supporting evidence. Disciplinary action by the Chapter against a member that is determined by EO to constitute discrimination, harassment, retaliation, or a violation of other EO policies, is a material breach of this Agreement and a violation of EO policies and subject to immediate termination of the Chapter's authorized chapter status.

4.9. Mandatory Reporting Requirements. Chapter conduct review determinations are not subject to mandatory approval by EO but are subject to mandatory reporting requirements. As provided for in Section 4.7, above, all disciplinary action by the Chapter against a member must be reported to EO in writing for record keeping and Agreement compliance audit purposes. Any determination by the Chapter to suspend or terminate a member's Chapter Membership must be reported to EO within two (2) days of such determination by means of EO's official online chapter conduct review intake and close-out forms, and, in the case of Chapter Membership Termination, shall include written documentation of ratification of the Termination by the Chapter board of directors. No suspension or termination of Chapter Membership shall be effective prior to the Chapter having met its mandatory reporting requirements to EO. EO reserves the right to review mandatory reports submitted to it by the Chapter for Agreement compliance purposes. Pursuant to EO's Bylaws and Policies and Procedures, termination of Global Membership remains under the exclusive authority of EO's Board of Directors.

4.10. Ceding Authority to EO. The Chapter may, at its election, execute a separate agreement with EO, to temporarily cede review and sanctioning authority over Chapter level conduct and other violations.

5. Confidentiality



- 5.1. Chapter acknowledges that it will have access to information that is treated as confidential and proprietary by EO, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, members, operations of EO, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that Chapter develops in connection with this Agreement shall be subject to the terms and conditions of this clause. Chapter agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EO in each instance, and not to use any Confidential Information for any purpose except as required in its activities as an authorized EO chapter in pursuit of EO's charitable purposes. Chapter shall notify EO immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.
- 5.2. Confidential Information shall not include information that:
- a. is or becomes generally available to the public other than through Chapter's breach of this Agreement; or
 - b. is communicated to Chapter by a third party that had no confidentiality obligations with respect to such information.
- 5.3. Chapter acknowledges that it will receive confidential EO member information including names, addresses, emails and other contact information of such EO members. Pursuant to EO's Policies and Procedures, Chapter shall comply with EO's non-solicitation policy with regard to its use of any member information.
- 5.4. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Chapter agrees to provide written notice of any such order to an authorized officer of EO within three (3) days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit EO to contest the order or seek confidentiality protections, as determined in EO's sole discretion.

6. Privacy, Security, and Cross-Border Transfers of Data

- 6.1. Administrative, Physical, and Technical Safeguards. Chapter shall implement and maintain security safeguards, including administrative, physical, and technical safeguards designed to protect its information systems from unauthorized access, and shall inform EO if it believes its systems have been compromised in a manner that could result in harm to EO.
- 6.2. Global Privacy Laws. Chapter acknowledges and agrees that (a) EO is a global company with operations in countries and jurisdictions worldwide, (b) the authorized chapter relationship contemplated by this Agreement is global in nature and may require access to personal information in, or originating from, various countries, including the transfer of such personal information across national borders, (c) relevant data protection laws and regulations must be observed in carrying out the activities of this Agreement, (d) pursuant to such laws and regulations, EO is required to obtain certain undertakings from Chapter, and (e) the terms of this Section 5 apply to personal information that Chapter Handles (as defined below) in connection with this Agreement. For the purposes of this



Agreement, the term "Global Privacy Laws" means all non-U.S. laws, rules, regulations and official guidance relating to the collection, integrity, security, protection, privacy, or confidentiality (collectively, "Integrity") of personal information, where (a) Chapter is incorporated, formed, domiciled, or conducting business, (b) any data controller is located, (c) the data subject is located, (d) the location of any entity that may access, collect, store, process, use, disclose, delete, modify, and/or transfer (collectively, "Handle") personal information in connection with this Agreement, or (e) Chapter is for any other reason legally responsible for the Integrity of the personal information that it Handles in connection with this Agreement.

- 6.3. EO Affiliate Beneficiaries. Chapter acknowledges and agrees that EO's affiliates, including other EO authorized chapters, whether signatories to this Agreement or not, are intended third party beneficiaries of this Agreement, including these Privacy and Security requirements, and the provisions of this Agreement are intended to inure to the benefit of such affiliates. Without limiting the foregoing, those affiliates will be entitled to enforce all such provisions of this Agreement as if each were a signatory to this Agreement.
- 6.4. Standard Contractual Clauses. The terms of the "Standard Contractual Clauses" for the transfer of personal data from the Community to third countries (controller to controller transfers), as set forth in Appendix E to the Agreement, attached hereto and incorporated herein by this reference, shall apply to any transfers of personal data across national borders.
- 6.5. Chapter Service Providers. Upon EO's request, Chapter will cause any affiliate or service provider of Chapter to enter into appropriate data transfer agreements, and to obtain formal approvals and permissions as needed to satisfy cross-border Handling obligations relating to personal information, with EO or any of its affiliates or subcontractors, as EO may request, to allow such affiliate or service providers to Handle personal information.
- 6.6. Reasonable Assistance. Chapter will take any other steps reasonably requested by EO to assist EO in complying with any notification, registration, or other obligations applicable to EO or any affiliate or Subcontractor of EO under applicable laws (including any and all Global Privacy Laws), with respect to such party's Handling of personal information. If this Agreement, or any actions contemplated by this Agreement, do not or would not satisfy a Party's obligations under applicable laws (including any and all Global Privacy Laws), the Parties will negotiate in good faith an appropriate amendment to this Agreement.
- 6.7. Data Protection Authority Requests. Subject to applicable law, if Chapter receives a request from a governmental authority regarding personal information, Chapter will immediately notify EO by identifying the authority, the scope of the request and the grounds presented for the request, unless Chapter is prohibited from informing EO by a court order. Chapter will respond to such request only after consultation with EO and with EO's prior approval of the response.
- 6.8. Alternative Transfer Mechanisms. In the event other legal processes or programs that enable the transfer of Personal Information across borders come into force and effect during the term of this Agreement (each an "Alternative Transfer Mechanism"), EO may choose to use an appropriate Alternative Transfer Mechanism for transfers of Personal Information originating from the jurisdictions covered by the relevant Alternative Transfer Mechanism in addition to or in lieu of, as applicable or appropriate, other legal mechanisms contemplated by this Agreement (such as the Standard Contractual Clauses) for purposes of compliance with applicable data protection laws and this Agreement without having to amend this Agreement; provided that:



- a. EO notifies Chapter of the decision to rely on an Alternative Transfer Mechanism; and
 - b. EO and Chapter, as appropriate or applicable, implement and comply with the requirements of the applicable Alternative Transfer Mechanism, as such requirements may be modified or changed from time to time.
- 6.9. Further Required Agreements. EO and Chapter mutually agree to enter into any further agreement or other legal instrument that may be necessary for purposes of implementing or complying with the relevant Alternative Transfer Mechanism.

7. Record Keeping, Audit

- 7.1. Chapter Record Keeping. During the period set forth in Section 7.2, below, the Chapter shall keep accurate records in sufficient detail and containing such information as is necessary to determine its compliance with this Agreement (the "Records"). The Records shall include all information required to verify the Chapter's compliance with all obligations under this Agreement.
- 7.2. Audit. During the term of this Agreement and for twelve (12) months thereafter, upon at least five (5) business days' notice, EO, or an agent of EO, may examine the Records for the purpose of determining Chapter's compliance with this Agreement (including, without limitation, any Appendix, Annex, Addendum, Schedule, or Exhibit hereto) at such time and location as is mutually agreeable to the Parties. In the event the Chapter is subject to any confidentiality obligations in place with any party which may have information included in the Records, the Chapter shall ensure it has obtained consent from such party to disclose any Records which may be subject to such confidentiality obligation. EO's audit rights shall not be subjugated by any non-disclosure obligations that the Chapter may have with any clients or third parties or in connection with any data or information that may be included in the Records. The audit shall be conducted at the expense of EO unless non-compliance is identified. In the event non-compliance is identified, the expense of the audit shall be paid by the Chapter. The audit shall be conducted in a manner that minimizes the impact to the Chapter.
- 7.3. Non-Compliance. In the event it is determined the Chapter is not in compliance with this Agreement, the Chapter shall be granted an opportunity to respond to the findings and suggest corrections and/or its proposed remediation plan for addressing such noncompliance. Should the Chapter be unable to correct or alleviate EO's concerns or exposures within a reasonable amount of time after receipt of the results, then without limitation, EO may immediately terminate this Agreement for cause and without penalty. EO may also, without limitation, charge the Chapter any costs incurred by EO associated with any such non-compliance in addition to any other remedy available to EO at law or in equity.

8. Term and Termination

- 8.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year. After the initial term, the Agreement shall renew automatically for subsequent one (1) year terms unless otherwise terminated pursuant to the terms set forth below.
- 8.2. Termination by EO. EO may terminate this agreement at any time upon thirty (30) days' written notice.



8.3. Termination by Chapter. Chapter may terminate this Agreement at any time by providing thirty (30) days' written notice.

8.4. Termination for Cause. EO may, by written notice, immediately terminate this Agreement in whole or in part if Chapter:

- a. breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof;
- b. becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency or receivership proceeding, or has any petition under bankruptcy law filed against it, which petition is not dismissed within sixty (60) days of such filing, or has a trustee, administrator or receiver appointed for its business or assets or any part thereof;
- c. misappropriates or infringes EO's Intellectual Property rights;
- d. breaches Section 4 (Confidential Information) of this Agreement;
- e. breaches section 5 (Privacy, Security, and Cross-Border Transfers) of this Agreement;
- f. does or fails to take any action that could put EO's tax exempt status at risk, or otherwise damage EO's reputation, and fails to promptly remedy such act or omission after receiving notice by EO;
- g. fails to comply with mandatory processes related to membership information, member conduct, chapter level membership admission or termination, and/or any other mandatory information sharing obligations, including, without limitation, mandatory minimum process requirements for conduct violation reviews, conduct reporting, discipline reporting, and/or member termination reporting requirements.

8.5. Consequences of Termination. Upon termination of this Agreement for any reason whatsoever, the Chapter shall immediately:

- a. cease use of the name "Entrepreneurs' Organization," "EO," or any variation thereof, and any other use of any other EO Intellectual Property;
- b. dissolve the legal entity under which it operated pursuant to the applicable laws where the Chapter operates;
- c. liquidate all of its assets pursuant to all legal requirements applicable to it;
- d. return all EO materials, property, and data, including EO member data;
- e. destroy and/or permanently erase any and all EO data, EO materials, EO Confidential Information, and EO member data from Chapter's records, including, without limitation, Chapter's computer systems; and
- f. certify in writing to EO that Chapter has complied with the requirements of this clause.

8.6. If the Chapter fails to take the actions set forth in Section 8.5, above, within a ten (10) day period following the termination of this Agreement, then the Chapter acknowledges and agrees that EO shall be entitled to pursue immediate injunctive relief and any other available legal or equitable remedies to prevent the Chapter from continuing its operations or existence and to prevent the Chapter unauthorized use of EO's Intellectual Property.

8.7. Upon dissolution and final liquidation of the Chapter, the Chapter's officers shall distribute the Chapter's remaining net assets to the EO members of the Chapter consistent with applicable laws. To the extent any assets remain after distribution to EO members, EO shall retain all remaining assets for use consistent with its tax-exempt purpose and for the benefit of EO members and other authorized chapters. Under no circumstances shall any



assets inure to the benefit of any individual member or person unless required by law.

8.8. In no event shall termination relieve EO or the Chapter of any obligation to pay any amounts due and payable to the other on the date of termination.

9. Miscellaneous

9.1. **Compliance with Laws.** The Chapter shall not export, directly or indirectly, any technical data acquired from EO, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

9.2. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement, or to such other address or e-mail address that may be designated by the receiving Party from time to time in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), certified or registered mail (in each case, return receipt requested, postage prepaid), or by e-mail transmission. Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

9.3. **No Third-Party Beneficiaries.** Except as explicitly stated otherwise herein, nothing in this Agreement shall be interpreted or construed to confer any rights to any third parties, including, without limitation, individual EO members. The Agreement shall not be enforceable by any person other than the Parties hereto.

9.4. **Translations.** This Agreement has been written and executed in the English language. Any translation into any other language shall not be an official version of this Agreement. A translation of the Agreement may be provided to the Chapter as a reference for Chapter's convenience. Chapter acknowledges and agrees that any translation is provided solely for the Chapter's convenience, and that, in the event of any conflict between the terms of this Agreement and any translation thereof, the English language version shall control and shall be used for determining the intent of the Parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. In the event of any conflict or discrepancy between any translation of this Agreement and this Agreement, or any discrepancy of interpretation between the English version and such translation of this Agreement, this Agreement, as drafted and executed in English, shall prevail.

9.5. **Entire Agreement** This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9.6. Amendment

- a. EO may unilaterally amend the Agreement, or any exhibit, schedule, or appendix of or to the Agreement, by providing written notice to Chapter, subject to the following conditions:
 - a) the amendment will take effect thirty days after the effective date of the



notice.

- b) No amendment will retroactively amend any terms of this Agreement; and
- c) Chapter may, upon receipt of EO's notice, elect to terminate the Agreement pursuant to Section 6.3.

- b. Except as set forth in Section 9.6(a), above, this Agreement may only be amended, modified, or supplemented by an agreement in writing and signed by a duly authorized representative of each Party hereto, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or parties waiving compliance.

9.7. **Assignment** This Agreement is for the benefit of and binding on the Parties and their permitted successors and assigns. Chapter may not, voluntarily or involuntarily, assign any of its rights under this Agreement to any party, by merger, consolidation, dissolution, operation of law, or any other manner, including to an affiliate or successor to all or substantially all of the interests and rights of Chapter, without EO's prior written consent. Any purported assignment without EO's written consent shall be null and void. Any permitted assignment shall not, in any case, allow for or result in any termination by Chapter, any affiliate of Chapter, or any successor to Chapter's interests or rights, of any pre-existing agreements with EO.

9.8. **Governing Law and Venue** The laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule, govern all matters arising out of or relating to this Agreement, including, without limitation, as to its validity, interpretation, construction, performance, and enforcement. Each Party irrevocably submits to the exclusive jurisdiction and venue of the Alexandria Circuit Court, Eighteenth Judicial Circuit of Virginia in any lawsuit, action, or proceeding arising out of or based upon this Agreement. Each Party waives any objection it may have now or hereafter to the governing law, jurisdiction, and venue set forth herein. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any lawsuit, action, or proceeding arising out of or based upon this Agreement. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

9.9. **Severability** All provisions of this Agreement are deemed to be separate and distinct covenants. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect or impair any other term or provision of this Agreement or invalidate, impair, or render unenforceable such term or provision in any other jurisdiction.

9.10. **Waiver** The failure to insist upon the strict performance of any provision of this Agreement or to exercise any right granted under this Agreement shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of EO and Chapter with respect to such future performance, or right shall continue in full force and effect.

9.11. **Counterparts and E-Signature** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. The Parties agree that execution of this Agreement by exchanging facsimile, PDF, or e-Signature signatures shall have the same legal force and effect as the exchange of original signatures.



IN WITNESS WHEREOF, EO and Chapter have caused this Agreement, effective as of the Effective Date, to be executed as of dates set forth below by their respective duly authorized representatives.

ENTREPRENEURS' ORGANIZATION

[CHAPTER NAME ALL CAPS BOLD]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A

The most current copy of the EO Bylaws, as updated from time to time by EO, is located at <https://hub.eonetwork.org/Common/Uploaded%20files/EO-By-Laws.pdf>, the content of which is hereby incorporated herein by this reference.

The most current copy of the EO's Policies and Procedures, as updated from time to time by EO, is located at <https://hub.eonetwork.org/Common/Uploaded%20files/EO-Policies-and-Procedures.pdf>, the content of which is hereby incorporated herein by this reference.



APPENDIX B
License Terms for Use of Entrepreneurs' Organization's Intellectual Property

The following defines the terms of the Chapter's limited license to use the membership marks, trademarks, service marks (collectively "EO marks"), trade secrets, and any other Intellectual Property of Entrepreneurs' Organization granted to the Chapter by EO as an Authorized EO Chapter by execution of the EO Authorized Chapter License Agreement.

Chapters in good standing have the limited right to use the EO marks for Chapter operations to indicate affiliation or chapter status with EO. Use of these marks shall be in strict accordance with the policies, procedures and standards established and controlled by EO in EO's sole discretion. The following are the terms and conditions of use which are subject to change by EO as necessary and in EO's sole discretion.

1. Only active chapters in good standing may use the EO marks and Intellectual Property. The right to use EO marks may not be assigned or transferred by operation of law or otherwise without the written consent of EO. This license shall automatically cease upon termination of the Chapter's affiliation/relationship with EO.
2. The duration of this license shall coincide with the duration of the Chapter's affiliation/relationship with EO and its status as an Authorized EO Chapter, subject to earlier termination as set forth in Paragraph 10 of these license terms.
3. The Chapter may use the EO marks, name, and other Intellectual Property solely and exclusively in connection with advertising, marketing, promotional, educational, and fund solicitation activities directly related to the Chapter's operational activities serving and advancing EO's charitable purpose, and to indicate affiliation with EO, in accordance with the policies, and quality and graphic standards adopted and updated by EO from time to time in its sole discretion.
4. The Chapter shall have the right to use the EO marks and Intellectual Property as part of its business name in the state, region, or other jurisdiction in which it has been approved by EO and as set forth in the Chapter Agreement with EO. For example, "[REDACTED] chapter of the ENTREPRENEURS' ORGANIZATION or EO."
5. The Chapter shall clearly display its complete name, [REDACTED], when the mark EO or ENTREPRENEURS' ORGANIZATION appears in any materials distributed to the public and/or to members, including but not limited to advertising, marketing, promotional, educational and fund solicitation materials, whether print material, television, radio, video, or online.
6. The Chapter shall only use approved EO marks and logos as provided on brand.eonetwork.org, as updated from time to time by EO, in its sole discretion.
7. The Chapter shall at all times use the EO marks and any EO Intellectual Property, and shall display the EO marks and any EO Intellectual Property only in formats as EO may specify and define from time to time, or pursuant to communications EO shall furnish to the chapter in EO's sole discretion. EO has the right to verify, control, and audit the Chapter's use of the EO marks and the Chapter's compliance with the terms of this License Agreement.
8. The Chapter or any of its members may not under any circumstances state, imply, or use the EO marks to endorse any member's product or service without the express



- written permission of EO, although a member of a Chapter may use the EO marks to identify its affiliation with EO on its business website, LinkedIn profile, or similar platform.
9. The Chapter, without EO's prior written authorization, may not under any circumstances state, imply, or use the EO marks or other Intellectual Property in connection with any activities unrelated to the Chapter's operations or furtherance of EO's exempt charitable purpose, including, without limitation, any for-profit activities, charitable donations to other organizations, development of business relationships with third parties, the creation of exclusive relationships with service providers, or the development of products or other business offerings outside of the scope of EO's chapter operations or charitable purpose and not directly authorized by EO.
 10. These license terms shall remain in effect for the duration of the Chapter's status as an Authorized Chapter of EO, that is, until the Chapter:
 - i. has its authorized status or chapter agreement canceled or revoked by EO in the sole discretion of EO;
 - ii. fails to cure a breach of any of these license terms within thirty (30) days following receipt of a written demand by EO to cure the breach;
 - iii. terminates or loses its existence as a legal entity or loses its tax-exempt status and fails to cure the same, becomes bankrupt or liquidated, or publicly announces its intent to discontinue its existence, whichever occurs first;
 - iv. fails to adhere to the specific policies, procedures, and standards for use of the EO marks or Intellectual Property as established by EO; or
 - v. gives sixty (60) days written notice of termination of its status as a Chapter to EO.
 11. Upon termination of this License Agreement or the determination by EO that a Chapter is no longer in good standing, said Chapter shall immediately discontinue all use of the EO marks. It shall further dispose of by delivery to EO or by destruction certified in writing, at its option and expense, all advertising, promotional, marketing, educational and fund solicitation materials and all other materials bearing the name of EO or any licensed mark of EO.



APPENDIX C

EO Authorized Chapter Minimum Bylaws Standards and Recommended Best Practices

Authorized EO Chapters must, at a minimum, include the following topics and information in their bylaws or other charter documents, as applicable in their jurisdiction of incorporation. This list of topics and minimum mandatory content serves as a checklist for authorized chapters to draft their bylaws and ensure ongoing compliance as established and updated from time to time by EO. Additional requirements and provisions may be adopted by chapters at their discretion, provided that such additional requirements and provisions must be consistent with EO's minimum mandatory requirements. Any sample language provided in this Appendix C, or the footnotes hereto, is provided as is and solely for illustrative and/or instructional purposes. In no event does any sample language constitute legal advice, nor is any sample language as written in this Appendix C mandatory for inclusion in chapter bylaws. Chapters should consult with qualified local legal counsel regarding the drafting of their chapter bylaws and compliance with any jurisdiction specific legal requirements or obligations.

1. Name of the Chapter

- 1.1 The bylaws must list the full legal name and legal form (i.e. legal entity type) of the incorporated/registered legal entity.

2. Offices

- 2.1 The bylaws must list the chapter's registered legal address for the purpose of receiving legal notices. If the chapter conducts its principal operations at a physical address or addresses other than the registered legal address for notices, the address of the chapter's principal place of business should also be included, specifically indicating which address is the registered legal address for notices and which is the address of the principal place of business.

3. Purpose of the Chapter – Not-for-Profit Status

- 3.1 The bylaws must state that the chapter is a legal entity affiliated with Entrepreneurs' Organization organized and operated as a membership association for the not-for-profit purpose of fostering and promoting the growth of entrepreneurship among business owners and any other legally permitted purposes and activities legitimately related to such not-for-profit purpose.
- 3.2 The bylaws must state the chapter is not authorized to conduct any activities contrary to the not-for-profit purpose of fostering and promoting the growth of entrepreneurship among business owners.
- 3.3 The bylaws must include provisions that:
 - 3.3.1 incorporate EO's policies and procedures into the bylaws by reference;
 - 3.3.2 establish that EO's policies and procedures apply to the chapter and all its members;
and
 - 3.3.3 that the chapter shall enforce EO's policies and procedures.

4. Membership and Eligibility

- 4.1 The bylaws must include provisions stating that EO has only one class of members. If legally required, the bylaws should distinguish between the sometimes legally defined term



"Member" and general dues paying members, which are distinguished by the right to control.¹

- 4.2 The bylaws must include provisions specifying current eligibility requirements for membership in the chapter that in all cases must be consistent with EO's minimum membership requirements. The bylaws should also state the chapter's board of directors can update and/or modify such eligibility criteria from time to time so long as any such changes to eligibility requirements are consistent with EO's minimum requirements.
- 4.3 The bylaws must include a provision articulating that membership in EO must, in all cases, be dual-membership: that all members must maintain both global and chapter membership at all time, and that no person may be a member of only the chapter or only EO global.
- 4.4 The bylaws must include provisions stating that membership benefits are not transferrable.
- 4.5 The bylaws can include provisions setting forth requirements relating to a member's right to allow spouse, life partner, and/or adult children participation in some benefits, consistent with EO's SLP and adult children policies.

5. Membership Fees

- 5.1 The bylaws must include a provision establishing member dues and fees consistent with EO's requirements for membership dues.

6. The Board of Directors

6.1 General Powers of the Chapter

6.1.1 The bylaws must include provisions stating that the business, affairs, and activities of the chapter shall be managed by or under direction of the chapter's board of directors. This section should authorize the chapter's board of directors to adopt such rules and procedures as it may deem proper for the conduct of its meetings and the management of the chapter, so long as such rules and procedures are not inconsistent with the chapter's charter documents, any legal requirements, the chapter's Authorized Chapter License Agreement, or other mandatory provisions required by EO for a chapter to maintain good standing as an authorized chapter of EO.

6.2 Responsibility of the Board of Directors. The bylaws must include provisions establishing the specific responsibilities of the chapter's board of directors, and clearly stating the fiduciary obligation of all directors serving on the chapter's board of directors to the chapter.

6.3 Number of Directors. The bylaws must state the number of directors serving on the chapter's board of directors. These provisions should clearly define minimum and maximum number of board members allowed on the board each year ²

¹ Chapters should consult with qualified local legal counsel on this point to ensure compliance with legal requirements, and that their chapter is organized in accordance with their intentions. For example, chapters incorporated in the United States should be aware of the distinction between the legally defined term Members, who have a right to control and direction of the chapter's activities, i.e. directors of the board, and general dues paying members. These legal requirements vary from jurisdiction to jurisdiction and should be carefully considered when drafting the chapter's bylaws.

² E.g., [The number of directors shall be at least [NUMERAL] ([NUMBER]) but no more than [NUMERAL] ([NUMBER]). Within the specified limits, the number of directors can be increased or decreased from time to time, by resolution of the board, but no decrease shall shorten the term of any director then in office.]



- 6.4 Term of Office of Directors. The bylaws must state the term of office of directors, including the terms of any specific roles on the chapter's board, e.g. the president.³
- 6.5 Qualification for Directors. The bylaws must include provisions establishing criteria for eligibility to be a director of the chapter's board of directors.⁴
- 6.6 Appointment/Election Process for Board of Directors. The bylaws must include provisions establishing the process and timeline for nomination, election, and/or appointment of directors to the board of directors.
- 6.7 Roles and Responsibilities of Mandatory Positions of Directors Serving on the Chapter's Board of Directors. The bylaws must include the list of mandatory positions on the board of directors. The responsibilities of such roles should be defined.
- 6.7.1 President
 - 6.7.2 Finance Chair
 - 6.7.3 Membership Chair
 - 6.7.4 Learning Chair
 - 6.7.5 Forum Chair
 - 6.7.6 Membership Engagement Chair
 - 6.7.7 Communications Chair
 - 6.7.8 Other Chairs as assigned by the Chapter
- 6.8 Appointment/Election Process for the President of the Board of Directors. The bylaws must include provisions establishing the process and timeline for nomination, election, and/or appointment of the president of the chapter's board of directors.
- 6.9 Vacancies on the Board of Directors
- 6.9.1 Resignation of Directors. The bylaws must include provisions establishing the process and consequences for and related to resignation of directors from the chapter's board of directors.
 - 6.9.2 Removal of Directors. The bylaws must include provisions establishing the process and requirements for removal of directors from the chapter's board of directors.
 - 6.9.3 No Right of Appeal. The bylaws should include provisions explicitly stating that there is no right to appeal the removal of directors from the chapter's board of directors.

³ E.g., [Each director shall hold office until a successor is duly elected and qualified or until the director's earlier death, resignation, disqualification, or removal. Directors may be elected to any number of consecutive terms/serve a maximum of [NUMBER] consecutive terms].

OR

For the purpose of staggering the directors' terms of office, the board shall divide the directors serving at the time of the adoption of these by-laws, and any additional directors appointed at such time, into three classes as nearly equal in number as possible, and shall appoint each such class to a term of three (3) years or less as follows: One class shall be appointed for a term of one (1) year, one class shall be appointed for a term of two (2) years, and one class shall be appointed for a term of three (3) years. At the conclusion of these initial terms, all subsequent terms shall be for a period of three (3) years, thus accomplishing a succession of staggered three (3) year terms with one-third (1/3) of the board eligible for reappointment or replacement each year. In the event of an increase or decrease in the number of directors, additional directors may be elected to terms of one (1), two (2), or three (3) years as may be necessary to maintain equality in numbers among the classes of directors.]

⁴ Some EO chapters have established certain best practices relating to board composition that limit the number of directors from the same forum to ensure the chapter's interests as a whole are best represented. Some examples of such restrictions that chapters should consider in drafting their bylaws are:

- The board of directors and any presidents-elect appointed by the board will consist of members representing no less than 60% of the total number of Forums where possible.
- The board of directors shall not be made up of any more than two (2) members from one individual forum, unless no other suitable candidate can be found. For clarity this does not include any Chair Assist(s) positions.



Such provisions are intended to help protect the chapter from possible liabilities related to removal of directors if such removal becomes necessary.

- 6.10 Compensation to Directors. The bylaws must include provisions establishing the chapter's policy on compensation to directors serving on its board of directors. For reasons related to EO's and every chapter's non-profit status, EO's recommendation is to prohibit payment of compensation to directors for their service on the board.⁵

7. Meetings of the Board of Directors

- 7.1 Annual General Meetings. If required by law in the chapter's jurisdiction of incorporation, the bylaws must include provisions regarding the holding of an annual general meeting. Not all jurisdictions require non-profit entities hold annual general meetings. EO's recommendation is for chapters to adopt a mandatory requirement to hold an annual general meeting as a best practice even if this is not legally required in the chapter's jurisdiction of incorporation. Such provisions can take the form of:
- 7.1.1 Annual general meeting to be held
 - 7.1.2 Notice requirements for the annual general meeting
 - 7.1.3 Business to be conducted at the annual general meetings
 - 7.1.4 Procedure for conducting annual general meetings.⁶
- 7.2 Special/Other Meetings of the Board. The bylaws must include provisions authorizing the board to call and hold regularly scheduled and/or special meetings of the board as required. Such provisions should define who may call such meetings (e.g. the president, other directors), as well as any notice requirements for such meetings.
- 7.3 Quorum. The bylaws must define what constitutes a quorum for meetings of the chapter's board of directors.
- 7.4 Voting at Board Meetings. The bylaws should include provisions establishing the process for voting on motions and resolutions at meetings of the chapter's board of directors, including what kind of voting process will be applicable, and what number of votes are required for a motion or resolution to pass.
- 7.5 Remote Meetings. EO recommends that chapters include provisions in their bylaws that authorize holding meetings of the chapter's board of directors remotely by phone or

⁵ [The [chapter name] shall not pay compensation to directors for services rendered to [chapter name] in their capacity as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to [chapter name]. A director may receive reasonable compensation for the performance of services provided to the [chapter name] in any capacity separate from their responsibilities as a director when so authorized by a majority of the directors then in office and in accordance with Section [INTERESTED PARTY TRANSACTIONS SECTION NUMBER] of these by-laws.

⁶ A. General Meetings

- 1. Procedure for general meetings
- 2. Quorum for General Meetings
- 3. Presiding Member
- 4. Adjournment of General Meetings

B. Special General Meetings

- 1. Special General Meeting
- 2. Request for Special General Meeting
- 3. Failure to Convene Special General Meeting

C. Making decisions at General Meetings

- 1. Special resolutions
- 2. Ordinary Resolutions
- 3. Voting at Meetings
- 4. Proxies



video-conference to accommodate and facilitate the holding of regular meetings and any exigent circumstances.⁷

- 7.6 Recording Minutes. The bylaws must include provisions that require the board record written minutes of the meetings of the chapter's board of directors.
- 7.7 Action without Meeting. The bylaws must include provisions authorizing the chapter's board of directors to take actions without conducting a meeting so long as consent of the directors of the board is otherwise obtained and record – e.g., by means of unanimous written consent.⁸

8. Delegation of Board Authority and Establishment of Committees

- 8.1 Delegation of Powers and Establishment of Committees. The bylaws must include a provision authorizing the board to establish committees and delegate authority to such committees. Such provisions must include requirements that the purpose, scope of responsibilities, composition, and operating procedures of any committees established be memorialized in writing in a separate document or documents.
- 8.2 List of Committees. The bylaws must list, at a minimum, a requirement for the board to establish and implement a Chapter Conduct Committee.
- 8.3 Authority Not Delegated. The bylaws must include provision explicitly stating that board may not delegate the authority to adopt, amend, or repeal the chapter's bylaws or other charter documents, or take any decisions to derogate from compliance with EO requirements.
- 8.4 The Board Retains Power and Responsibility. The bylaws must include a provision explicitly stating that the board retains final authority and responsibility for the management of the chapter's business, activities, and affairs, regardless of the establishment of any committees.

9. Officers

- 9.1 The bylaws must include provisions authorizing the board to elect or appoint officers, and identifying the title and responsibilities of such officers.⁹

10. Applications for Membership

- 10.1 The bylaws must include provisions establishing the membership application and member applicant review and approval process.
- 10.2 The bylaws must include provisions regarding coordination with EO for the submission of chapter member applications to EO for review and approval of global membership to ensure ongoing compliance with dual-membership requirements.

⁷ E.g., "Board meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director shall constitute presence in person at such meeting."

⁸ E.g., "Unless otherwise restricted by other provisions of these bylaws or law, any action required or permitted to be taken at any meeting of the board may be taken without a meeting if all directors consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the board in accordance with applicable law."

⁹ E.g., "The officers of the Corporation shall be [elected][appointed] [annually] by the board and shall include [a President of the board (who must be a director),] a chair of [Chapter Name's] Standing Finance Committee, and a secretary. The board, in its discretion, may also elect one or more vice chairs (who must be directors), and one or more vice presidents, assistant treasurers, assistant secretaries, and other officers.]"



11. Renewal of Membership

- 11.1 Renewal Qualification
- 11.2 Right to request proof of eligibility
- 11.3 Payment of membership fees
- 11.4 Waiver

12. Operating Guidelines of the Chapter

- 12.1 The bylaws must include provisions that establish certain policies, as required by EO. The specific details of such policies can be set forth in separate documents, or in a separate policies and procedures document, but the list of the policies that the chapter must create and adopt must be included in the bylaws. These policies include:

- 12.1.1 Financial guidelines of the chapter
- 12.1.2 Confidentiality amongst members of the chapter
- 12.1.3 EO intellectual property use and guidelines for chapter members
- 12.1.4 Data privacy and member data protection
- 12.1.5 Non-solicitation policy
- 12.1.6 Chapter forum guidelines
- 12.1.7 Non-discrimination policy
- 12.1.8 Anti-harassment policy
- 12.1.9 Non-retaliation policy
- 12.1.10 Member conduct complaint and review process and procedures
- 12.1.11 Conflict of interest policy
- 12.1.12 Whistleblower policy¹⁰
- 12.1.13 Records retention and destruction policy

13. Member Conduct – Complaints and Investigations

- 13.1 The bylaws must include provisions establishing the obligation of the chapter to adhere to EO's Policies and Procedures, and the right of the chapter to review and investigate complaints and allegations of violations of both EO's policies and procedures and any chapter policies and procedures.
- 13.2 The bylaws must include provisions requiring the chapter to comply with reporting requirements to EO with respect to review and investigation of alleged member violations and disciplinary actions.

14. Resignation, Expiration, Suspension, and Termination of Membership

- 14.1 The bylaws must include provisions governing the chapter's process related to the resignation of members, and suspension and/or termination of a chapter member's chapter membership. These provisions should cover:
 - 14.1.1 Resignation of membership
 - 14.1.2 Expiration/non-renewal of membership
 - 14.1.3 Spouse, life partner, and adult children privileges in the event of resignation, expiration, suspension, and/or termination of chapter membership
 - 14.1.4 Suspension or termination of chapter membership

¹⁰ [Chapter Name] shall follow the Policies and Procedures set out in the [NAME OF THE CHAPTER'S WHISTLEBLOWER POLICY], as amended from time to time, and incorporated into these bylaws by reference, in any instance where a director, officer, employee, or volunteer reports a suspected violation of law or corporate policy.



- 14.1.5 Right of Appeal against suspension or expulsion
- 14.1.6 Reinstatement of a member
- 14.1.7 When a member is suspended

15. Member Directory

- 15.1 Maintain a Member Directory. The bylaws must include provisions establishing the chapter's obligation to maintain an up-to-date and accurate directory of its members, and to provide such information to EO on at least an annual basis, or more often if required by EO.
- 15.2 Access to Directory and use of Chapter Member Data. The bylaws should include provisions about access to and use of the chapter's and EO's member directories by chapter members, limiting the use of such member directories to legitimate EO related purposes.
- 15.3 Reproduction and Disclosure of the Member Directory. The bylaws must include provisions prohibiting reproduction and disclosure of the chapter's or EO's member directories except when explicitly required for EO or legitimate chapter purposes.

16. Financial Year

- 16.1 The bylaws must include a provision that establishes the chapter's fiscal year, unless this is otherwise mandated by applicable law in the chapter's jurisdiction.¹¹

17. Funds and Account

- 17.1 Control of Funds
- 17.2 Bank Reserve
- 17.3 Source of Association Funds
- 17.4 Financial Balance at Close of Financial Year
- 17.5 Financial Records
- 17.6 Financial Statements and Financial Reports
- 17.7 Review or Audit of Financial Statements or Financial Report

18. Authority Required to Bind The Chapter

- 18.1 Signature Authority and Executing Documents. The bylaws must include provisions establishing who the chapter's authorized signatories are, and what signature authority they have, e.g. the president may execute agreement individually, while other officers may only execute agreement if signed by two or more officers.
- 18.2 Use of the Common Seal. The bylaws must include provisions governing the adoption and use of the chapter's seal if such provisions are required by the applicable law of the chapter's jurisdiction.¹²

19. Books and Records

- 19.1 The bylaws must include provisions establishing the chapter's policies regarding their books and records. These should comply with the legal requirements of the chapter's jurisdiction, but in most cases should include:

¹¹ The fiscal year of the [Chapter Name] shall [begin on [DATE] and end on [DATE] of each year/be determined by the board].

¹² E.g., "The seal of [Chapter Name] shall be in such form as shall be approved by the board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise, as may be prescribed by law or custom or by the board.



- 19.1.1 Custody of the Books of the Chapter
- 19.1.2 Right to Inspect the Books of the Chapter
- 19.1.3 Prohibition on Use of Information in the Books of the Chapter
- 19.1.4 Returning the Books of the Chapter

20. Indemnification

20.1 Many jurisdictions require, or at least authorize, legal entities to indemnify their directors and officers. If this is a legal requirement in the chapter's jurisdiction, indemnification and insurance provisions must be included in the bylaws. EO recommends that such provisions be included as a best practice even if not legally required in order to protect member leader volunteers and encourage active participation in EO's path of leadership directly from the chapter level. Such provisions typically include:

- 20.1.1 Right of indemnification
- 20.1.2 Creation of Contract Right
- 20.1.3 Reimbursement of Expenses
- 20.1.4 Bylaws not exclusive
- 20.1.5 Continuation of Rights
- 20.1.6 Insurance

21. Interested Party Transactions and Conflicts of Interest

21.1 The bylaws must include provisions establishing the chapter's policies and processes governing entering into commercial or other transactions with current or former officers or directors of the chapter in order to mitigate risks related to the chapter's and EO's non-profit status.¹³

22. Annual Returns

22.1 The bylaws must include provisions requiring the chapter's board of directors to prepare, review, and file any mandatory annual returns and filings as required by the laws of the chapter's jurisdiction.¹⁴

23. Cancellation and Distribution of Surplus Assets to Another Entity

23.1 The bylaws must include provisions establishing requirements for the distribution of the chapter's assets upon dissolution of the chapter. The requirements must state that upon dissolution of the chapter, any assets shall be distributed to EO, unless otherwise prohibited by law, in which case the assets must be distributed to another authorized chapter, preferably incorporated in the same jurisdiction as the chapter, unless otherwise prohibited by law, in which case the assets must be distributed to another non-profit entity of the chapter's choosing that is permitted by applicable law.

¹³ E.g., "For purposes of these by-laws, an **"Interested Party Transaction"** is any contract or other transaction between the Corporation and (a) any present director or any individual who has served as a director in the five years preceding the transaction (a **"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 (a **"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 the Corporation proposes to enter into an Interested Party Transaction it shall follow the procedures and rules set forth in the [Chapter's Name] Conflict of Interest Policy adopted by the board and as amended from time to time, which shall be incorporated into these by-laws by reference].

¹⁴ E.g., "The board shall prepare and review [Chapter Name's] annual filings required by the [Name of applicable Internal Revenue Service] prior to filing any such annual filings."



24. Amendments

24.1 Amendment of Charter Documents, Policies, Procedures, Rules, Chapter Name, and Purpose¹⁵

¹⁵ E.g., "These by-laws, any other charter documents, any [Chapter Name] Policies and Procedures, as well as the name of the chapter and its authorized operational purposes may only be adopted, amended, or repealed, or new by-laws adopted, by the board."



APPENDIX D
Chapter Formation and Good-Standing and Minimum Standards Checklists

1. Chapter Formation and Good-Standing Checklist

- A. Chapter signs the EO Authorized Chapter License Agreement.
- B. Chapter is legally incorporated as a non-profit entity, in accordance with all applicable national and local laws of the jurisdiction in which the Chapter is operating.
- C. Chapter opens and maintains a business bank account in the Chapter's name.
- D. Core Chapter board positions (President, Finance, Membership, Learning, Forum, Communications, Member Engagement) are in place and filled.
- E. Chapter has a minimum of twenty five (25) members.
- F. Chapter holds regular board meeting and records minutes in compliance with all applicable legal requirements.
- G. Chapter dues are set at no less than One Thousand United States dollars (\$1,000.00).
- H. Chapter dues are collected from all Chapter members.
- I. Chapter has a minimum of at least three (3) active forums
- J. Chapter records all operational activity data (e.g., leadership positions, events participation, forum placements, etc.) on the EO Hub.
- K. Chapter complies with all other operational and reporting requirements.



APPENDIX E TO THE AUTHORIZED CHAPTER AGREEMENT

STANDARD CONTRACTUAL CLAUSES Controller to Controller

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.5 (e) and Clause 8.9(b);
 - (iii) N/A
 - (iv) Clause 12(a) and (d);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in



Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
- (ii) of the categories of personal data processed;
- (iii) of the right to obtain a copy of these Clauses;
- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

(a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

(b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

(c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this



obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;



- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

N/A

Clause 10

Data subject rights

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge:
 - (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
 - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the



request or refuse to act on the request.

- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party for any damages it causes the other Party by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES



Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.



- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.
 In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data



to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX 1
TO THE
STANDARD CONTRACTUAL CLAUSES
FOR TRANSFERS OF PERSONAL DATA PURSUANT
TO THE
ENTREPRENEURS' ORGANIZATION AUTHORIZED CHAPTER LICENSING AGREEMENT

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: ENTREPRENEURS' ORGANIZATION

Address: 500 MONTGOMERY STREET, ALEXANDRIA, VA 22314

Contact person's name, position and contact details: DPO@EONETWORK.ORG

Activities relevant to the data transferred under these Clauses:

Transfer and processing of personal data of Entrepreneurs' Organization members and staff as required to accomplish to purposes of the agreement as memorialized in the EO Authorized Chapter Licensing Agreement

Signature and date: _____

Role (controller/processor): Controller

Data importer(s):

Name: _____

Address: _____

Contact person's name, position and contact details: _____

Activities relevant to the data transferred under these Clauses:

Transfer of personal data of Entrepreneurs' Organization members and staff as required to accomplish to purposes of the agreement as memorialized in the EO Authorized Chapter Licensing Agreement

Signature and date: _____

Role (controller/processor): Controller



B. DESCRIPTION OF TRANSFER

1. Categories of data subjects whose personal data is transferred

- a. Staff including volunteers, agents, temporary and casual workers
- b. Customers and clients (including their staff)
- c. Members or supporters
- d. Relatives, guardians and associates of the data subject relatives, guardians and associates of the data subject
- e. Advisers, consultants and other professional experts

2. Categories of personal data transferred

- a. Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, and date of birth.
- b. Family, lifestyle and social circumstances, including any information relating to the family of the data subject and the data subject's lifestyle and social circumstances, including current marriage and partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities, and membership of charitable or voluntary organisations.
- c. Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.
- d. Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

N/A

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The data will be transferred on a continuous, as needed basis.

5. Nature of the processing

The objective of the processing of Personal Data is to support and facilitate the charitable purpose of the non-profit organization, "fostering and promoting the growth of entrepreneurship among business owners", pursuant to the EO Authorized Chapter Licensing Agreement

6. Purpose(s) of the data transfer and further processing

- a. The transfer is made for the following purposes:
 - i. Not-for-profit membership organisations' activities, including:
 1. establishing or maintaining membership of or support for a not-for-profit body or association, and
 2. providing or administering activities for individuals who are either members of the not-for-profit body or association or have regular contact with it.
 - ii. Realising the objectives of a charitable organisation or voluntary body, including the provision of goods and services in order to realise the objectives of the charity or voluntary body.
 - iii. Data analytics.
 - iv. Administration of membership or supporter records.
 - v. Accounts and records, including
 1. keeping accounts relating to the data exporter's business or activity;
 2. deciding whether to accept any person or organisation as a customer, and/or to terminate such relationship, as applicable;
 3. keeping records of purchases, sales or other transactions, including payments, deliveries or services provided by the data exporter or to the data exporter;
 4. keeping member and customer records
 5. records for making financial or management forecasts; and



6. other general record keeping and information management.

vi. Staff administration, including permanent and temporary staff, including appointment or removals, pay, discipline; superannuation, work management, and other personnel matters in relation to the data exporter's staff.

7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

The personal data shall be retained during the period of a members membership, and/or otherwise only for as long as is legally required, with other personal data deleted as soon as it is no longer required.

8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.

N/A

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

Ireland – Irish Data Protection Commission

ANNEX II
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational security measures implemented by the Chapter in accordance with Clause 8.5(b) are set forth below.

1. Definitions

- (a) "Data" means any EO information or data pertaining to EO or its employees, clients or their guests/users that is Processed (as defined below (in fulfillment of the obligations under the Agreement and/or any SOWs and includes Services Data and/or Work Product).
- (b) "Information Systems" means any systems, processes, applications, and network elements, used to Process Data in fulfillment of the obligations under this Agreement.
- (c) "Process," "Processing" or "Processed" means any receipt, use, access, disposal, storage, distribution, transmission or any other use of Data ("Processing").

2. Information Security

- (a) Chapter shall implement and maintain security safeguards, including administrative, physical and technical safeguards (including, without limitation, safeguards against viruses, worms, Trojan horses and/or other disabling or damaging codes, applications, and/or any other methods for compromising Information Systems) that are designed to prevent the unauthorized, collection, access, use, disclosure, or accidental or deliberate loss or destruction of the Services Data, and exercise at least the same degree of care to safeguard Data that Chapter would exercise to protect its own property of a similar nature.
- (b) All Data Centers where Data is residing must have SSAE16 SOC2, ISO, or an industry standard information security certification. Copies of the audit report summaries must be made available to EO upon request. Copies of the audit reports in detail must be made available in the event of a confirmed Security Breach (as defined below).
- (c) If Chapter resources will have access to EO Information Systems, such resources will fully comply with EO's information security policies applicable to such systems, subject to audit and inspection by EO.
- (d) Chapter shall not introduce any viruses, key stroke loggers, or similar items or code into EO's Information Systems. Chapter shall use up-to-date virus detection software and apply industry best practice standards to detect the presence of any viruses and eradicate the same prior to the provision of Services to EO. If Chapter incorporates into EO's Information Systems or into the Information Systems used to provide the Services, programs or routines supplied by other vendors, licensors, consultants or contractors, Chapter shall obtain comparable warranties from such providers or shall take steps to ensure such programs and routines are free of viruses. Chapter agrees to notify EO immediately upon discovery of any virus, key stroke loggers, or any similar item or code that is or may be incorporated into EO's Information Systems or into the Information Systems used to provide the Services and, if EO discovers or reasonably suspects any virus, key stroke loggers, or any similar item or code to be present in such Information Systems, Chapter agrees to take action immediately, at its own expense, to identify, preserve evidence, eradicate, and carry out any recovery necessary to remedy the impact of such virus, key stroke loggers, or any similar items, or code.

3. Self-Certification

Chapter shall:

- (a) ensure that all personnel, Subcontractors or representatives performing Services, performing work related to the Services, or otherwise Processing any of the Data or the Information Systems covered under this Agreement are informed and are in compliance with the information security requirements under this Attachment C.
- (b) ensure information security staff has applicable training, certifications and experience in information/network security.
- (c) retain complete and accurate records relating to its performance of its obligations under this Attachment C in a format that will permit an audit by EO or an agent thereof, as described below, for a period of no less than one (1) year, or longer as may be required pursuant to a court order or civil or regulatory proceeding. Notwithstanding the foregoing, Chapter shall only be required to maintain security logs for a minimum of six (6) months.

4. Right to Audit.



Upon reasonable advance written request, EO may request that Chapter provide the results of an audit conducted by an independent third party to verify that Chapter is in compliance with the terms of this Attachment C. If the results of the audit are more than twelve (12) months old, Chapter agrees to have a new audit completed, at Chapter's expense. EO may request the results of such an audit no more than once a year unless EO reasonably believes that Chapter is violating the terms of this Schedule. Findings that are discovered during the audit shall be documented by the auditor and provided by Chapter to EO. Chapter shall be granted an opportunity to respond to the auditor's findings and suggest corrections (for which it shall provide reasonable substantiation to EO's satisfaction) and/or its proposed remediation plan for addressing such noncompliance. Any remediation plan shall be subject to the mutual agreement of Chapter and EO, provided, however, if the parties cannot agree in good faith on a remediation plan, EO reserves the right to terminate the Agreement for cause and without any penalty or other liability. The results of the audit will be treated as Confidential Information and subject to the confidentiality terms of the Agreement. Any third parties engaged in the assessment or review of these results must understand and assent to these confidentiality requirements.

5. System Testing.

Vulnerability assessment scanning must be performed for Information Systems using industry accepted toolsets. Scanning shall be performed on at least a quarterly basis. Vulnerability assessments resulting in findings that are critical or high must be reported to EO within two (2) business days and are to be emailed to EO at DPO@eonetnetwork.org. An explanation of the findings and the plan for mitigation of the findings shall be included in the report. In the event the mitigation plans leave unacceptable risks to the Data, as determined by EO in EO's sole discretion, EO reserves the right to terminate this Agreement for cause without any penalty or liability.

6. Security Breaches.

6.1. Chapter shall report to EO any Processing of covered Data not authorized by this Agreement or in a separate signed writing by EO, including, without limitation, any reasonable belief that an unauthorized individual has accessed, used or otherwise Processed Data ("Security Breach"). Chapter shall make any such report(s) available to EO immediately upon discovery of any Security Breach, but in no event more than two (2) days after Chapter becomes aware of such Security Breach. In connection with a Security Breach, Chapter shall:

- a) take immediate action, at its own expense, to investigate the Security Breach;
- b) identify and mitigate the effects, and to carry out any recovery or other action necessary to remedy the Security Breach;
- c) provide EO with a detailed description of the Security Breach and any other information that may be reasonably requested concerning the details of the breach as soon as the information becomes available. Regular status updates shall be provided by Chapter to EO at mutually agreed intervals for the duration of the incident, and within five (5) days of the closure of the breach, Chapter shall provide a written report describing the incident, corrective actions and plans for future actions to prevent a similar incident.

6.2. The content of any communications, notices, press releases, or reports related to any Security Breach and specifically referring to EO Information Systems and/or Data must first be approved by EO prior to any publication or public communication thereof to any third party.

6.3. Security Breaches are to be reported to EO by email without delay

6.4. In the event of a confirmed Security Breach as determined by EO, EO reserves the right to terminate this Agreement for cause without any penalty or liability.

7. Data Disposition

Chapter shall securely destroy all Data, including but not limited to, data residing in databases, transaction logs, exported files or backup copies and will provide a signed certificate of destruction to EO upon termination of the Chapter relationship, if such affiliate chapter relationship is terminated.



APPENDIX F

REGIONAL CHAPTER REQUIREMENTS

1. All Regional Chapters are subject to the same rules and requirements as all authorized chapters. Regional Chapters are, as all other authorized Chapters, part of the region, subject to regional council like all other chapters, and bound by Article IV, Section 1 of Bylaws and relevant P&P Sections.
2. All Regional Chapter members must be global members. Membership in Regional Chapters without global membership is not authorized.
3. Regional Chapter members may only participate in the chapter benefits of the chapters of which they are members in good standing or to the extent otherwise authorized and approved by the applicable host Chapter. No Regional Chapter member shall be permitted to participate in any Chapter Forum or other benefits of a Chapter unless authorized and approved by the host Chapter. By way of example, a Regional Chapter member may not participate in any other Chapter's Forum or benefits prior to having received authorization from both the Regional Chapter and relevant second chapter and having paid all relevant global dues and any applicable Chapter dues.

