



Entrepreneurs'  
Organization

# Policies and Procedures

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# 1.0 INTRODUCTION

These Policies and Procedures have been developed by the Board of the Entrepreneurs' Organization (EO) to assist an authorized chapter and Members in interpreting and applying the Code of Conduct, Bylaws and guiding principles of the Organization.

## 1.1 IMPLEMENTATION

The Policies and Procedures are implemented with approval of the Board.

## 1.2 MODIFICATION OR AMENDMENT

The Policies and Procedures shall be subject to modification or amendment, without notice, by the Board. Any Member who wishes to sponsor a modification or amendment shall submit a written proposal to EO for consideration by the Board.

## 1.3 DEFINITIONS

The Policies and Procedures contain terms whose definitions constitute a part of the statement of Policies and Procedures.

## 1.4 COMMENTS

Pertinent observations, notes and examples to assist in interpreting and applying these Policies and Procedures are set forth in the text as applicable. These comments are observations of the history, rationale and application of the Policies and Procedures, and do not constitute a part of the statement of Policies and Procedures themselves.

## 1.5 APPLICATION

These Policies and Procedures are subject to the discretion, interpretation and application by the Board for any general or specific circumstance that arises in the course of the governance of EO, its Chapters and Members.

## 1.6 DEFINED TERMS

All defined terms are referenced in the context of United States corporate and business laws, and the intent is to apply similar underlying concepts to other countries' forms of business organization.



# 2.0 MEMBERSHIP

## 2.1 MEMBERSHIP POLICY

EO is a global community that enriches Members' lives through dynamic peer-to-peer learning and once-in-a-lifetime experiences and connections to experts. These policies govern in the event of conflict or ambiguity with the Chapter policies. EO seeks Members who have enough in common so that each Member can consider himself or herself to be among peers, with enough diversity to contribute different experiences and perspectives, so as to enhance the opportunities for each individual to develop greater wisdom in business and personal matters. EO only has one class of Members. Such Members shall satisfy, on an annual basis, each of the following membership criteria-- status and qualifying business (as defined below). Membership of EO and the rights, benefits and privileges of membership are personal to each Member and shall be non-transferable except as described in Section 2.4 and subsequent sections, below.

2.1.1 Purpose: One of the purposes of the Policies and Procedures is to provide clear guidelines for reviewing membership applications and accepting Members who will contribute to EO achieving its stated vision, mission and values. Membership is evaluated on the basis of an applicant's entrepreneurial experience and outlook, role and decision-making power with respect to the strategic direction of the Qualifying Business.

2.1.2 Eligibility: The conditions of membership eligibility in the Organization shall be:

- a) Status: Each Member must hold one of the following positions in a Qualifying Business:
  - i. The Founder or Co-founder; or
  - ii. The Owner; or
  - iii. The Controlling Shareholder
- b) Qualifying Business: Except for venture-backed companies and non-profit organizations (definition below), the applicant's qualifying business shall have annual gross revenues, or annual commission billing equal to or above such minimum levels as may be set from time to time by the Board (currently US\$1,000,000).
  - i. Profit: The Qualifying Business shall be a "for-profit" Organization.
  - ii. Venture-backed company: For a venture-backed company to fall within the definition of Qualifying Business, the company shall have privately raised funds of at least US\$2,000,000 or publicly raised funds of at least US\$5,000,000, and a minimum of 10 full-time employees. Members with venture-backed companies are exempt from meeting the other Qualifying Business criteria in subsection b), above, for a period of three (3) years. However, by the end of the third year of membership, the venture-backed company's gross revenues or annual commission billing shall meet the Qualifying Business criterion.
  - iii. Non-Profit: The Qualifying Business shall be a "Non-Profit" Organization.
    - a. Non-Profit entrepreneurs must be the founder, co-founder, owner or controlling shareholder of an organization with an annual operating budget of more than US\$1,000,000 and at least 10 full-time employees.



- b. Funding sources may include membership dues, the sale of goods and services, philanthropic foundations, grants from local, state and federal agencies, and private donations.
  - c. All Non-Profit prospects shall comply with the application process required by a for-profit prospect.
  - d. Prior to processing the Non-Profit membership application, the chapter shall provide written notice via email of the Non-Profit entrepreneur's application for membership. Written notice shall be provided to the Chapter Manager and EO's Global Membership Director.
  - e. The Chapter Manager and EO's Global Membership Director shall track and evaluate the Non-Profit entrepreneur's application for membership.
- c) Members who have Sold Businesses: Members who have been a fully qualified EO member in good standing (not under grace period) for two (2) full calendar years and have had a "successful exit" can remain members for five (5) more years. A successful exit is defined as US\$8 million.
- a. If, within that time, they have started a new business they are allowed to stay on after the five (5) years are over. The new business is not required to meet a minimum revenue qualification.
  - b. In addition, Members who have sold their businesses for less than US\$8 million may remain in EO at their Chapter Board's discretion under the following conditions:
    - Three-quarter chapter board vote;
    - Annual review by the Chapter Board of whether to retain the Member; and
    - Subject to Global Board approval.

### 2.1.3 Currency Considerations:

- a) Exchange rates: When a Member first joins EO, the applicant's business must have the equivalent of US\$1,000,000 in annual gross revenues or annual billing commissions (venture-backed companies would need original amounts as outlined herein). For prospective Members who conduct business in one or more currencies other than US dollars, the current exchange rates should be used to determine the US dollar equivalent sales or other financial calculations.
- b) Devaluation: Prospective Members of EO residing in countries which have had substantial devaluation of their national currency during the year preceding the date of the prospective Member's application may, for purposes of meeting quantitative requirements for membership, use the exchange rate on a date up to five years prior to the date of the application for membership. Substantial devaluation is interpreted to mean a devaluation of 25% or more of the value of the currency with respect to the U.S. dollar.



- c) Renewal: At the time of annual membership renewal, Members conducting business in currencies other than the U.S. dollar shall determine the U.S. dollar equivalent for the purpose of maintaining financial requirements. Renewing Members may use either the exchange rate at the time they joined EO or the current exchange rate in determining compliance with current financial membership requirements.
- 2.1.4 Compliance with Dues and Fees Policy: All Members shall comply with the Dues and Fees Policy set by the Organization to become or remain as Members in Good Standing. Only Members in Good Standing may be eligible for membership in the Organization.
- 2.1.5 Application: Applications for membership must be submitted to and approved by the authorized chapter, which shall satisfy itself that the applicant meets the Membership criteria established by EO. Regional Chapters, as defined in Section 10, may establish eligibility requirements and criteria for membership in such Regional Chapter in addition to the standard EO Membership requirements, but not instead of the standard EO membership requirements. Regional Chapters are subject to all of the same rules and requirements as all other chapters. The Senior Vice President of Global Membership shall have the right to review each application, and may submit any application for approval or rejection by the EO Board. The Board shall have the power to reject any application or expel a member (subject to the Bylaws) and refund pro-rated dues and fees upon learning of a failure to meet any membership criteria at the time of application, which criteria has not been expressly waived by the Board. Membership in EO is by invitation only.
- 2.1.6 Members At-Large: Any individual Member who is not a Member of a specific Chapter (such as in the situation where no Chapter exists in a particular city and the member is not eligible for membership in the applicable Regional Chapter, as defined in Section 10, if such Regional Chapter exists) shall be Members At-Large in accordance with policies established by the Board. An individual Member may only be a Member At-Large if he resides, or has a primary place of business, more than one hundred (100) miles from any city in which a Chapter is based and is ineligible for membership in the applicable Regional Chapter, if such Regional Chapter exists. All current Members At-Large must apply for membership in the applicable Regional Chapter as soon as such Regional Chapter is formed and/or as soon as the Member At-Large becomes eligible for membership in the applicable Regional Chapter.
- 2.1.7 Waiver: The Board shall have the power to waive any or all the membership criteria from time-to-time for limited periods of time for the purpose of advancing the objectives of EO.
- 2.1.8 Renewal: EO manages the EO renewal campaign through EOnetwork.org with EO collecting and processing the renewal dues. The authorized chapter sends its renewal fees directly to its Finance Chair on a bi-monthly basis during the campaign. If a Chapter does not collect its local dues in U.S. dollars then the Chapter must notify EO of this fact and send a wire in the amount of funds equal to the number of renewing Members for its Chapter along with a list of the renewing Members. After 1 July, the following applies:
- a) EO will consider Members Elumni who have not renewed by the start of the new fiscal year in the EO online system. They may continue their membership in good standing by renewing with a late fee of US\$400, by 31 August. Starting 1 September, they may rejoin only with the approval of their chapter and by paying half of the initiation fee.
- b) In those cases where the Chapter causes a late wire remittance instead of the



Member causing the late payment, EO will assess the Chapter a decreased discount off wires.

2.1.9 Requalification Process: Members of EO must continue to meet the membership criteria to remain a Member. There is an annual requalification process during the Renewal Campaign. The requalification process should be completed no later than 31 May to allow all Members to meet the renewal deadline. Ideally, notification to Chapter Members regarding requalification should be done by the Chapter no later than 30 April.

- a) EO requires every renewing Member to verify that they requalify as they complete the Renewal Form online through EOnetwork.org. The criteria for Membership are listed and the Member must check a box in lieu of their signature that they meet all criteria, or that they do not meet the criteria at that time. If they do not meet the criteria at that time, such Member is granted a grace period of twelve (12) months, and may still renew membership. Members who have been granted a grace period shall not apply to or serve in a leadership position whose term would extend past the grace period expiration date. This verification of requalification (or grace period) is stored in the Member's profile on EOnetwork.org.
- b) Upon request and with the prior approval of the authorized chapter, EO Members who have been Members in good standing and have met all membership requirements for at least five full years may request a waiver of the membership requirements for up to two additional one-year periods. This policy attempts to take into consideration the different business issues faced by more mature businesses and entrepreneurs while maintaining EO's focus on peers who are truly active successful entrepreneurs.
- c) It is expected that both the Chapter board and the Member's Forum moderator (if applicable) support such requests. The Chapter Membership officers should take responsibility for consulting directly with the entrepreneur requesting the waiver to ensure it is in the entrepreneur's and EO's best interest for them to remain in EO. Factors to consider would be the contribution of the requesting Member to other Members, the Chapter, and EO overall, and the entrepreneurial success they have had and may continue to have while a Member. Based on these factors, the Membership Chair would make a recommendation to the Chapter board. If the Chapter board approves the request, EO will then consider granting the extension.
- d) If a Chapter wants a more in-depth requalification process to take place for their membership, such process should occur at the local level prior to the commencement of the EO renewal campaign on 1 April. Local, in-depth requalification processes should provide notification to Members in April (for example, some Chapters have asked the Members to submit a signed letter from their accountant certifying the previous year's sales). The requirements cannot conflict or override with EO Global requalification guidelines. The notice is sent in April with commencement being completed by 31 May. EO can work with the Chapter to ensure the option to renew EO membership only goes to those Members the Chapter has requalified at the local level.

2.1.10 Dual Chapter Membership: Members may join more than one Chapter as long as both Chapters approve the Member and the Member pays dues to both Chapters in addition to Global dues, provided, however, that authorized Chapters may establish certain exceptions to the above requirement of dues payable to both Chapters for members of



Regional Chapters who desire to participate in other authorized Chapter activities and benefits on a limited basis, and whose participation has been authorized and approved by the host Chapter. Members with dual Chapter membership may participate in a Forum in both Chapters, plus Chapter events and enjoy all other Chapter benefits, provided that they have paid full chapter dues to each Chapter in addition to their global membership dues, and meet all individual chapter requirements. In no event shall any Member be permitted to participate in any Chapter Forum or other benefits of a Chapter of which they are not an authorized, approved member in good standing, or otherwise authorized and approved as a local Regional Chapter participant. 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. All Members must select a "primary" Chapter to be listed in EOnetwork.org.

- 2.1.11 Transferring Chapters: In the event that a Member wishes to be transferred from one Chapter to another, the new Chapter must approve the transfer, collect the corresponding local dues and notify EO Global before the Member is registered in the EOnetwork.org directory under the new Chapter. Local dues payment arrangements should be handled directly between the two Chapters.
- 2.1.12 Sabbaticals: There is no such thing as a sabbatical from EO. If a Member does not renew its membership, it ceases to be a Member and becomes an Elumni. An Elumni cannot participate in Forum or any other Member activity or benefit.
- 2.1.13 Rejoining Members: Once the renewal deadline expires, Members that did not renew become Elumni. If an Elumni wishes to rejoin EO, the authorized chapter must approve such rejoining and the Elumni must pay the corresponding EO dues and fees as follows:
- a) Returning to EO after less than a year, Elumni pays half of the initiation fee set by Organization to rejoin EO and is treated as a late renewal.
  - b) Returning to EO after more than a year, Elumni pays half of the initiation fee set by Organization to rejoin EO unless Elumni wishes to receive Forum training, in which case Elumni pays dues and fees as any new Member.
  - c) Acceptance of EO's Bylaws, Policies and Procedures and Code of Conduct: All members, without exclusion, must sign and agree to comply with the Organization's Bylaws, Policies and Procedures and Code of Conduct.
  - d) New Members: All new members shall sign and agree to the governing documents (Bylaws, Policies and Procedures, and Code of Conduct) during registration. If the new members do not agree, then their membership will not be approved and they will not have access to the website.
  - e) Online Membership Renewal: All renewing members shall electronically sign and agree to comply with the documents at the time of renewal. Failure to comply will result in membership not being renewed.

## 2.2 EO FORUM PLACEMENT GUIDELINES

- 2.2.1 Guideline: Chapters are encouraged to place Members into Forums to maintain peer engagement.





2.2.2 Purpose: The purpose of this guideline is to extend the life of member Forums and enhance the Forum experience by providing continuing peer engagement throughout an EOer's active membership.

2.2.3 Our Priority: Our top priority is to maintain peer engagement by delivering rich opportunities for peer- to peer learning to our Members. This is our core value proposition and we must protect and nurture this above all else. We deliver engagement through creating Forums where Members share similarities in their age and stage of business but the group overall is free of business and personal conflicts.

2.2.4 Recommendations:

- a) Chapters are encouraged to place Members into Forums with stage of business and Member age as the primary considerations to indicate peer engagement.
- b) The distinction between YEO Forums and WEO Forums is no longer mandated. Chapters may opt to continue with these designations in maintaining Forums of appropriate peer engagement.
- c) Forums should be comprised of Members that fall primarily within a 4-6 year age range.
- d) Chapter boards should play an active role in Forum composition. Setting up or allowing Forums with wide age spans has created problems for many Forums as Members no longer perceive themselves as peers but are uncomfortable sharing that fact in the group.
- e) Chapter boards should also support Forum placement by addressing in its bylaws those Forums who turn down peer-appropriate Members on a basis outside of a business or personal conflict. Forums engaging in selective recruitment can impede effective placement of new Members, which can negatively impact their EO experience.
- f) Chapter boards should measure Forum health for all Forums using a variety of measurement tools available from the global Forum staff. Signs of unhappiness in Forum, among other things, may indicate problems with peer engagement.

## 2.3 GUIDELINES TO ENSURE LEGAL PROTECTIONS TO FORUM CONFIDENTIALITY

The purpose and power of Forum is to provide a confidential environment for the discussion of business and personal issues. Many legal jurisdictions offer protections to certain types of confidential communications. Due to the large number and variety of jurisdictions of our Forums, EO cannot offer any specific guidelines or opinions as to whether a given court will uphold any particular confidentiality. Therefore, we encourage Forums to consult with qualified legal counsel in their specific jurisdiction for advice and recommendations to ensure the legal protections of Forum confidentiality.

### 2.3.1 Forum Confidentiality and the Law

- a) As a Member of an EO Forum, you are expected to maintain Forum confidentiality within the boundaries of the law of the jurisdiction in which your Forum meets.
- b) Each Forum is encouraged to consult with qualified legal counsel in your specific



jurisdiction for advice and recommendations to ensure the legal protections of your Forum confidentiality.

- c) It is recommended that the following guideline be included in each Forum's Constitution: "If at any time a Forum Member is concerned about the legal implications of Forum communications that Member will ask to stop the conversation or meeting and express the confidentiality concern. The parties involved will postpone the matter under discussion until they are satisfied with their understanding of the legal implications of confidential discussions in that legal jurisdiction."

## **2.4 EO SPOUSAL/LIFE PARTNER/ADULT CHILDREN MEMBERSHIP BENEFIT, MYEO AND FORUM PARTICIPATION POLICY**

- 2.4.1 EO recognizes the importance and value to a Member if their Spouse/Life Partner/Adult Children (as defined in Section 2.4.2) participate(s), as applicable, in EO activities, including, without limitation, MyEO (as defined in Section 11) Events and Groups (as defined in Sections 11.3 and 11.4, respectively) and Spousal/Life Partner/Adult Children Forums ("SLP Participation"). SLP Participation shall confer neither membership in EO nor any EO membership benefits to any non-member and shall in no way be deemed to conflict with the personal quality of EO membership set forth in Section 2.1 above. SLP Participation is an EO Member exclusive benefit offered by EO to its Members. The SLP Participation benefit allows EO Members to permit their Spouse(s)/Life Partner(s)/Adult Children to participate in specific, limited, clearly defined EO activities. SLP Participation is permitted by EO in its sole discretion, and EO may, in its sole discretion, and without any liability, cease offering the SLP Participation benefit at any time. In order to balance the objectives of Spousal/Life Partner/Adult Children participation with the practical realities of such benefits inuring to the Member's interests, the following rules shall apply to SLP Participation in MyEO, Forum, and other EO activities.
- 2.4.2 A "Spouse/Life Partner" shall be defined as a life partner of a Member in a relationship with clear intentions of permanence. Spousal/Life Partner status may be attained by: a) legal marriage; or b) Member request for such recognition and approval by the Chapter (which shall not be unreasonably withheld).

"Adult Children" shall be defined as any child of an EO Member, whether biological or adopted, between the ages of 18-24. Member children 25 years or older must apply for their own EO memberships.
- 2.4.3 Subject to Section 2.4.4, Spouses/Life Partners/Adult Children may enjoy the full privileges extended to an EO Spouse/Life Partner or Adult Child, as the case may be, under the Member's current status (including social events, learning events, ad forum) as regulated under the policies and budget guidelines established by EO and authorized chapters.
- 2.4.4 Spousal/Life Partner/Adult Child participation is dependent on and determined solely by the Member's status and election.
  - a) Spouses/Life Partners/Adult Children are not Members of EO on account of their participation in the sponsoring Member's benefits, and no access to any EO activities or otherwise shall be provided until the Member elects to register the Spouse/Life Partner/Adult Child with EO. Upon a Member's registering of their Spouse/Life Partner/Adult Child, the Spouse/Life Partner/Adult Child shall be sent a digital copy of the EO P&P for their review, acknowledgement, and acceptance by means of electronic signature.



- b) Spouses/Life Partner/Adult Children shall have no privileges to participate in any EO benefits, Events and Groups, social events, Forums, or otherwise until they have reviewed, acknowledged, and accepted EO's P&P in a writing signed by the Spouse/Life Partner/Adult Child to be returned to EO for its records.
- c) Spouses/Life Partners/Adult Children shall not have any independent rights to participate in EO activities.
- d) Spouses/Life Partners shall be provided with limited access credentials to EONetwork.org that provide access limited to the following areas: Forum menus and sub menus; MyEO page and sub menus; EO Spouse/Life Partner directory in the sub menu directory; Each Spouse's/Life Partners own profile; News and Press page; Spouse/Life Partner page under the programs menu;
- e) Alcohol shall not be served at any MyEO Event with Adult Children under the local legal drinking age in attendance.

2.4.5 Spousal/Life Partner/Adult Children participation in EO benefits may be terminated under any of the following circumstances:

- a) Except as provided below, when the Member's rights or participation in EO ends, so do the privileges of that Member's Spouse/Life Partner/Adult Children.
- b) The Member has made a clear statement to the Chapter of the termination of the Member's relationship with the Spouse/Life Partner/Adult Children, including, without limitation, legal separation or impending divorce, at which time the Spouse's/Life Partner's/Adult Children's participation in Events and Groups, EO Member benefits, EO social events, Forum(s), or a Chapter's social and learning events shall cease immediately.
- c) Upon the death or in the event of a disability resulting in termination of membership, while the Member is in good standing, Spousal/Life Partner/Adult Children participation in a Spousal/Life Partner/Adult Children Forum shall cease within thirty (30) days following the Member's termination of membership, unless a specific exemption is sought and approved by both EO and the Chapter, and the Spouse's/Life Partner's/Adult Children's participation in Events and Groups, EO Member benefits, EO social events, or a Chapter's social and learning events shall cease immediately.
- d) Violation of any EO P&P by the Spouse/Life Partner/Adult Children, which action would have resulted in the termination of a Member pursuant to the EO P&P if such Member had engaged in the same activity.
- e) At any time for any reason in EO's sole discretion.
- f) Under each of the foregoing circumstances set forth in subsections (a)-(c) above, the Chapter shall involve the moderator of the affected Spousal/Life Partner/Adult Children Forum, or such designee from within that Spousal/Life Partner/Adult Children Forum as may be appropriate, to facilitate the enforcement of these guidelines and the transition of the Spouse/Life Partner/Adult Children out of Forum and Chapter participation.



#### 2.4.6 Termination of Privileges

- a) By EO. Subject to the procedures set forth below, when a Spouse/Life Partner/Adult Child is deemed ineligible by EO Governance for participation in Events or Groups, such access shall terminate immediately. Such ineligible Spouse/Life Partner/Adult Child may request a thirty (30) day grace period prior to suspension of such access. Such 30 day grace period may be approved in the sole discretion of the EO Global Staff. If the Spouse's/Life Partner's/Adult Child's privileges are terminated for cause by EO, no grace period shall be permitted. With respect to this section 2.4.7 a) for cause shall mean:
  - i. The commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving dishonesty, disloyalty, fraud or breach of fiduciary duty;
  - ii. Gross negligence in relation to any of EO's P&P or the applicable Chapter's policies and procedures;
  - iii. Willful or intentional misconduct in relation to any of the EO's P&P or the applicable chapter's policies and procedures;
  - iv. A material violation in relation to any of EO's P&Ps or the applicable chapter's policies and procedures; or
  - v. Misuse of assets of EO or of any Chapter for personal profit.
- b) If a forum participant is deemed ineligible for participation by EO Governance, the Forum Chair shall brief the moderator on the acceptable process for terminating such participant's access and the timeline in which the Spouse/Life Partner's access should be suspended. If the Forum fails to remove an ineligible Spouse/Life Partner/Adult Child from participating in the Forum in accordance with the designated time frames, the Forum may be subject to loss of its EO accreditation and privileges.
- c) Termination of Privileges by Associated Member. Subject to the procedures set forth below, a Member may terminate his or her Spouse's/Life Partner's/ Adult Child's EO participation privileges at any time by providing notice EO global staff, EO's Technology Department, and the applicable Chapter. Such termination shall be effective immediately. A Spouse/Life Partner/Adult Child has no privileges or rights in EO except those authorized by the associated Member and EO Global when contemplating this document from time to time or as circumstances may warrant.
- d) Termination for Unauthorized Use of EO IP. Unauthorized use of EO IP (as defined below) may result in the immediate termination of any SLP Participation benefits as well as the immediate suspension or termination of a Member's membership in EO. \*any event or group registered and approved through MyEO has Authorized Use of EO IP.

#### 2.5 ANTI-HARASSMENT, ANTI-RETALIATION AND NON-DISCRIMINATION POLICY

The Entrepreneurs' Organization (EO) is committed to maintaining a professional and social environment for all of its Members that is professional, fair, respectful, and responsible. The



integrity of our organization and the respect by and among our Members are paramount to our long-term success. Discrimination and harassment subvert our goals and offends the integrity of our organization. Accordingly, this policy applies to all EO Members.

EO's commitment to this policy is embodied in the Bylaws, which specify that there shall be no such discrimination in the selection of Members and any activity sponsored by EO as it relates to the admission and participation. EO promotes diversity of nationalities, cultures and experiences in its Member leaders in order to adequately represent the interest of its diverse global membership.

EO prohibits and does not tolerate discrimination or harassment of or against its Members, Member Leaders, prospective Members, interns, volunteers, staff or employees, or any third party on the basis of race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, national, or local laws and ordinances (referred to as "protected characteristics") in the jurisdiction in which the Chapter operates. EO also prohibits retaliation as defined below.

EO is committed to holding Chapter sponsored meetings, events, programs, social functions, communications, and interactions that are free of discrimination, harassment and retaliation/victimization. These behaviors are unacceptable regardless of whether the conduct is engaged in by a Chapter Member, prospective Member, or Member's guest. In addition to being a violation of this policy, discrimination, harassment or retaliation or victimization based on any protected characteristic pursuant to applicable federal, state, national, or local laws and ordinances may be unlawful in some jurisdictions. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment may be unlawful in some jurisdictions.

2.5.1 Discrimination Defined. Discrimination under this policy means treating differently, or denying or granting a benefit to an individual because of the individual's protected characteristic.

2.5.2 Harassment Defined. Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any protected characteristic when:

- a) Submission to that conduct is made either explicitly or implicitly a term or condition of an individual's Membership; or
- b) Submission to or rejection of the conduct by an individual is used as the basis for Membership decisions affecting the individual; or
- c) The conduct has the purpose or effect of unreasonably interfering with an individual's ability to participate as a Member or creating an intimidating, hostile, or offensive environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, instant messages, social media posts/comments or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this



policy, even if it is not unlawful. Members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

2.5.3 Sexual Harassment Defined. Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature when:

- a) The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's ability to participate as a member or creating an intimidating, hostile, or offensive environment; or
- b) Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's Membership; or
- c) Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for Membership decisions affecting the individual.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement, stalking, harassing photography or recording
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene, sexual, or vulgar gestures, posters, or comments
- sexual jokes, questions, or comments about a person's body, sexual prowess, sexual desires, sexual history, sexual preferences, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, magazines, and drawings
- sexually-explicit e-mails, videos, text messages, instant messages, social media posts/comments, or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

These policies are not limited to harassment at Chapter sponsored activities, but extend to social media, personal interactions, and other interactions between Members if the persons are interacting under the auspices of EO or through use of status as an EO Member. In addition, to the extent Members' family members, friends, business associates, prospective Members, or other guests attend Chapter sponsored-activities, Members are responsible for ensuring that they comply with this policy as well.



2.5.4 Retaliation Defined. Retaliation (or victimization as it is known in some countries) means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: any action that would discourage a Member from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying Membership benefits because a Member or prospective Member reported discrimination, harassment or retaliation or participated in the reporting and investigation process described below.

2.5.5 Reporting Procedures. The following steps have been put into place to ensure the Members are respectful, professional, and act in a manner that is free of discrimination, harassment and retaliation. If a Member believes someone has violated this policy, the Member should promptly bring the matter to the immediate attention of Chapter President or Regional Governance Director. Written complaints can be submitted internally using the form provided with this policy. The Chapter President must report all such complaints to the Regional Governance Director, unless the complaint is about the Regional Governance Director in which case the Chapter President should report it to the Chair of the Governance Committee or VP of Governance.

If the Member making a complaint under this policy and has not received a satisfactory response within five (5) business days, the Member should contact the Regional Governance Director or the Chair of the Governance Committee immediately.

Members who become aware of conduct in violation of this policy should report the issues raised or conduct to the Chair of the Governance Committee.

2.5.6 Investigation Procedures. Upon receiving a complaint, the Chapter will conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy with the goal of ensuring fairness for all parties. There are two exceptions where the investigation should be immediately referred to the Chair of the Governance Committee: 1) Concerns that reach across Chapters or members from disparate geographical regions or 2) discrimination, retaliation, or Sexual or other Harassment concerns. For all other investigations and to the extent practicable and consistent with applicable law, the Investigator will endeavor to keep the reporting Member's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Members are expected to cooperate in all investigations conducted pursuant to this policy. Failure to cooperate may result in corrective action as defined below.

During the investigation, the Investigator generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. The membership of any Member accused of conduct in violation of this policy may be temporarily suspended from membership status pending the investigation. Upon completion of the investigation, the Investigator will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Investigator will typically inform the complainant and the accused of the results of the investigation.

The EO Governance Committee, the EO Board of Directors, or in some cases, the Chapter, will recommend corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Governance Committee, EO Board of Directors and,



in some cases, the Chapter, in their sole discretion determines such measures are necessary. These measures may include, but are not limited to, terminating Membership, suspending Membership, placing a Member on probationary status, and mandating sensitivity, harassment and/or discrimination or other training as a condition of continued membership.

Remember, we cannot remedy claimed discrimination, harassment or retaliation/victimization unless you bring these claims to the attention of the Chapter or EO. Please report any conduct which you believe violates this policy. Together, we will work to ensure that EO functions provide a respectful and professional environment for all Members.

## 3.0 CODE OF CONDUCT

### 3.1 CONFIDENTIALITY AND PROFESSIONAL CONDUCT

- 3.1.1 Respect the confidentiality and integrity of the individuals and the companies with whom I do business and expect the same from them.
- 3.1.2 Maintain exemplary standards of professional conduct and high ethical standards in the operation of my company, especially as it may pertain to doing business with other EO Members or in a Forum setting in accordance with all prescribed EO Policies and Procedures.
- 3.1.3 Strive to conduct my business and personal affairs in compliance with all applicable laws and regulations.
- 3.1.4 Members should not:
  - a) Coerce, bribe, organize, incite, or otherwise induce EO Members, employees, staff, or volunteers to engage in any violation of applicable law or any practice in violation of EO policies.
  - b) Engage in disruptive, violent, or unsafe conduct that interferes with the Chapter's ability to conduct Chapter business.

### 3.2 ACCOUNTABILITY & FAIR DEALING

- 3.2.1 Strive to always fulfill my obligations to EO on a timely and productive basis, including prompt payment for all annual dues and events, undertakings to volunteer in connection with events or other EO responsibilities.
- 3.2.2 Communicate with the staff and leadership of EO in a timely (generally, within 24 hours), accurate and truthful fashion to facilitate and support the execution of their fiduciary responsibilities.
- 3.2.3 Members should behave honestly and ethically at all times and with each other. They shall act in good faith, with due care, and shall engage only in fair and open competition, by treating ethically competitors, suppliers, customers, and colleagues. Stealing proprietary information, possessing trade secret information that was obtained without the Member's





consent, or inducing such disclosures by past or present employees of other Members is prohibited. No Member should take unfair advantage of another Member through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice.

- 3.2.4 Members should comply with any applicable business disclosure, securities and anti-trust laws that exist in the jurisdictions in which they operate.
- 3.2.5 Avoid Conflicts of Interest. A conflict of interest exists when a Member's loyalties or actions are divided between EO and another organization or employer. Members who are unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss the situation in advance with their Chapter President for clarification.

Some examples of the more common conflicts and/or conduct that should be avoided by Members include, but are not limited to:

- Accepting or offering gifts in exchange for Chapter membership, leadership positions or other related Chapter benefits.
- Distributing, republishing or using EO's Confidential Information with, or for the benefit of, Non-Members or outside Organizations.
- Using EO property, information or position for improper personal gain, and no Member may compete with EO directly or indirectly. Members owe a duty to EO to advance its legitimate interests whenever possible.
- Using proprietary or confidential EO information for personal gain or to the EO's detriment;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the EO; and
- Using, allocating or soliciting Chapter assets (including gifts, loans, etc.) for the personal gain of a Member, Member's family, friends or business.
- Committing the EO to give its financial support to any outside activity or organization without appropriate written authorization.

### 3.3 COURTESY

- 3.3.1 Maintain exemplary standards of professionalism, courtesy and respect in my interactions and communications with other Members, EO staff, sponsors, volunteers and all others associated with EO.
- 3.3.2 Abide by EO Policies and Procedures, including the Anti-Harassment, Anti-Retaliation and Non-Discrimination Policy and Non-Solicitation Policy. Understand that verbal abuse, and unlawful harassment or discrimination as defined in the Anti-Harassment and Non-Discrimination Policy against fellow Members or staff will not be tolerated and may be grounds for expulsion from EO.
- 3.3.3 Do not bully, threaten, intimidate, degrade, defame, or attack (verbally or physically) EO Members, prospective Members, volunteers, employees, interns or staff.



- 3.3.4 Recognize that diversity and inclusion are important objectives of EO and should be respected and embraced by all Members.

Relating to the Non-Solicitation Policy, understand and acknowledge Members have a right to participate in all EO events and interact with each other in a safe, relaxed and professional environment.

### 3.4 REPORTING PROCEDURES

- 3.4.1 If a Member or EO Chapter or Global Staff believes someone has violated this policy, the Member or Staff should promptly bring the matter to the immediate attention of Chapter President or Regional Governance Director. The Chapter President must report all such complaints to the Regional Governance Director, unless the complaint is about the Regional Governance Director in which case the Chapter President should report it to the Chair of the Governance Committee or VP of Governance at the staff level.

### 3.5 INVESTIGATING PROCEDURES

- 3.5.1 Upon receiving a complaint, the Chapter will conduct a fair and thorough investigation (See Internal Investigation Guidelines Memorandum) into the facts and circumstances of any claim of a violation of this policy, with the goal of ensuring fairness for all parties. There are two exceptions where the investigation should be immediately referred to the Chair of the Governance Committee: 1) Concerns that reach across Chapters or members from disparate geographical regions or 2) Discrimination, retaliation, or sexual or other Harassment concerns. For all other investigations and to the extent practicable, the Chapter will endeavor to keep the reporting Member's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Members are expected to cooperate in all investigations conducted pursuant to this policy. Failure to cooperate may result in corrective action as defined below.

During the investigation, the Chapter generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. The membership of any Member accused of conduct in violation of this policy may be temporarily suspended from membership status pending the investigation. Upon completion of the investigation, the Chapter will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation.

### 3.6 CORRECTIVE ACTION

- 3.6.1 The EO Governance Committee, the EO Board of Directors, or in some cases, the Chapter, will recommend corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Governance Committee, EO Board of Directors and, in some cases, the Chapter, in their sole discretion determines such measures are necessary. These measures may include, but are not limited to, terminating Membership, suspending Membership, placing a Member on probationary status, and mandating training as a condition of continued Membership.

The policy described herein applies to EO's internal policies, rules, and procedures. Nothing herein shall prevent a Member from seeking their own legal remedies, at their own expense, to the extent permitted



by applicable law.

## 4.0 DISCIPLINE

### 4.1 POLICY

The procedures for discipline are contained herein and pertain to violations by a Member that extend beyond the Chapter of that Member. Individual Chapters shall be charged with preparing and monitoring their own, individual, discipline policies and procedures for Member violations within the Chapter, so long as these procedures are consistent with those adopted by EO. The EO Board shall have the rights and powers to interpret, apply and enforce the Code of Conduct, Bylaws, Policies and Procedures of EO, and impose such discipline as the Board, in its discretion, considers necessary and appropriate to further the principles, vision, mission and values of EO.

### 4.2 PROCEDURES

- 4.2.1 As soon as the Chief Executive Officer is made aware of a potential violation of the Code of Conduct, Bylaws or Policies and Procedures of EO, he/she shall notify the Chair of the Governance Committee of its existence.
- 4.2.2 Once the Chief Executive Officer has provided specific information about the potential violation, the Chair of the Governance Committee shall investigate the issue to the extent determined to be reasonably necessary and submit it for consideration of the Governance Committee.
- 4.2.3 Upon due consideration of the issue, the Governance Committee may either reach a decision on discipline, membership suspension or submit a vote of discipline to the Board, or make recommendation to the Chief Executive Officer to respond to the issue; provided, however, that only the Board, in its sole discretion, shall have the power to expel a Member in accordance with Section 5 of Article I of the Bylaws.

### 4.3 POWER OF THE BOARD TO SUSPEND OR EXPEL

- 4.3.1 Pursuant to Article I of the Bylaws, the Board of Directors, in its sole discretion, may suspend or expel any Member of the Corporation by a two-thirds vote if the Member was involved, directly or indirectly, in the following behaviors:



- a) Commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving dishonesty, disloyalty, fraud or breach of fiduciary duty;
- b) Gross negligence in relation to any of the Corporation's Policies and Procedures or the Chapter's Policy and Procedures;
- c) Willful or intentional misconduct in relation to any of the Corporation's Policies and Procedures or the Chapter's Policy and Procedures;
- d) A material violation in relation to any of the Corporation's Policies and Procedures or the Chapter's Policy and Procedures; or
- e) Misuse of assets of the Corporation or of any Chapter for personal profit.

An expelled or terminated member is not entitled to any of the benefits of EO, which for avoidance of doubt include, but are not limited to, attendance at any EO activity or event regardless of the event being local, regional, or global, and participation in any EO Forums. In addition, an expelled or terminated member or any of such member's businesses or enterprises cannot have any affiliation with EO either as a local, regional or global or any other form of EO sponsor, mentor, business partner, supplier, or any other type of business relationship with EO unless an EO Task Team or Committee recommends otherwise and with Global Board approval. Any EO Member or Chapter that violates this policy will in turn be subject to the disciplinary measures established herein.



## 5.0 DUES AND FEES

EO's dues, initiation fees, and other similar charges shall be established in a manner approved by the Global Board.

### 5.1 PAYMENTS

A Member shall pay all dues, fees, and other charges in a proper, timely manner, and in accordance with established procedures. Renewal payments are due by the start of the EO fiscal year. If an individual does not pay by that date they will no longer be considered a Member. To rejoin the organization, they will need to pay a rejoining fee, as determined by the Board. Chapters who decide to wire their dues to Global will be given a 5% discount if received prior to 30 June. Chapters sending wires between 1-10 July will be entitled to a 2.5% discount. Wires received after 10 July will not receive a discount. The Chapter President will be held accountable for these funds.

### 5.2 NON-REFUNDABLE

Member dues are not refundable.

### 5.3 ARREARS

The Board shall make such rules and procedures at its own discretion, as necessary to monitor and enforce the payment of dues and fees, including sanctions against a Member who fails to pay any dues or fees properly due and payable to EO (including, without limitation, a Region, Chapter or Forum Group). Such sanctions may include the suspension and/or expulsion of the Member in arrears of the payment of such dues and fees.

### 5.4 SUSPENSION OR EXPULSION

A Member suspended or expelled from EO for any reason remains responsible to the Organization as otherwise to provide all unpaid financial obligations. Similarly, such suspended or expelled Member is not entitled to any refund of the dues and fees paid to EO, unless the expelled Member paid for multiple years in advance, in which case he/she will be entitled to a refund of the fees corresponding to the years to come.



## 5.5 FISCAL POLICIES AND PROCEDURES

The specific policies and procedures by which Members shall discharge their fiscal obligations and responsibilities to EO, and the actions that shall occur should Members fail to do so, shall be determined from time to time by the Board, or its Chair as duly authorized.

## 5.6 AUTHORIZED CHAPTER DUES AND FEES POLICIES AND PROCEDURES

Chapters may establish dues and fees requirements, and policies and procedures for their collection, enforcement and discipline, so long as those requirements, and policies and procedures do not conflict with any policy and procedure established by the Board.

# 6.0 LEADERSHIP

Every Member has the opportunity to get involved in leading EO. The Path of Leadership in the EO structure has many levels and opportunities for Members to get involved and further engaged. In general, the structure levels are divided as 1) Chapter Leadership, 2) Regional Leadership, or 3) Global Leadership.

Appendix A provides Procedures for Global Leadership. Appendix B provides the Procedures for Global Board Elections. These procedures are subject to change and Members must work with their Chapters to obtain current information.

## 6.1 CHAPTER LEADERSHIP: THE CHAPTER BOARD

Members can lead at the Chapter level by being Forum Moderator, serving as a day chair for a Chapter learning event or sitting as a chair on the Chapter board. The most common positions on a Chapter board, however, are Chapter President, Learning Chair, Membership Chair, Member Integration Chair, Forum Chair, Communications Chair, Finance Chair, and Strategic Alliance Chair. This variety allows Members of differing backgrounds and expertise to participate and bring greater value to the Chapter and their personal experience.

**Pre-requisites:** The board election process varies from Chapter to Chapter, as do the officer positions.

## 6.2 REGIONAL LEADERSHIP: THE REGIONAL COUNCIL

Members can lead at a Regional level by serving as a Director on the Regional Council. The Regional Council is the governing body of each EO Region and is composed of up to 10 Directors, unless the Board authorizes otherwise. The following compose the Regional Council:

- 6.2.1 Regional Chair (RC): The Regional Chair is responsible for Chapter development at a Global level. The Regional Chair leads the Area Director teams to help their Chapters design and implement positive strategic change. Regional Chairs are responsible for the



development of the regional business plans and execution.

**Pre-requisites:** Ideally, to be considered for a Regional Chair, a Member must have been a part of the Regional Council within the last two years and have served as a Chapter President.

- 6.2.2 Area Director (AD): The Area Director is the key senior level and strategic resource for assisting Chapter growth and health. Through access to an authorized chapter, they are essential in communicating vital information between Members and the Global Board. The Regional Council may assign some Directors under one or more Area Directors to focus their efforts in particular areas.

**Pre-requisites:** Ideally, to be considered for an Area Director, a Member must have served on a Chapter Board and specifically served as Chapter President within the last two years.

- 6.2.3 Regional Finance Director (RFD): The Regional Finance Director is the key strategic resource to establish financial controls and manage the regional budget. The Regional Finance Director will serve on a sub-committee of the Standing Finance Committee.

**Pre-requisites:** Ideally, a Member should have served as a Chapter Board Finance Chair or Chapter President within the last two years.

- 6.2.4 Governance Director (GD): The Governance Director is the key strategic resource to guide the Region and Chapters in relation to EO Charter Documents and Chapter Bylaws. They take preventive steps to resolve conflict prior to escalating the matter to the Governance Committee. The GD must serve simultaneously on the Standing Governance Committee.

**Pre-requisites:** Ideally, a Member should have served as Chapter President within the last two years.

- 6.2.5 Growth Director: The Growth Director implements regional growth strategies that are aligned with the region's annual execution plan and the organization's six strategic priorities.

**Pre-requisites:** Ideally, to be considered for Growth Director, a Member must have either served as a Regional Council member, a member of the Global Membership Committee or one of its subcommittees or served as an Expert and attended a GLC track as a chapter officer.

- 6.2.6 Member Experience Director (MED): The Member Experience Director implements strategies to enhance the EO experience for members, prospective members and other stakeholders in the entrepreneurial ecosystem that are aligned with the region's annual execution plan and the organization's strategic priorities.

**Pre-requisites:** Ideally, to be considered for the Member Experience Director, a member should have been an Expert and attended GLC tracks as a chapter officer or served as a member of the GCC and EEC member or subcommittee member.

- 6.2.7 Member Products Director: The Member Products Director supports and oversees Learning, Forum, MyEO, Events, Leadership, and Membership products.



**Pre-requisites:** Ideally, to be considered for Member Products Director, a member should have been an Expert and attended a GLC track as a chapter officer or served as a Regional Council member.

#### 6.2.8 Ad-Hoc Director

6.2.9 Other Regional Council Director Positions: The Regional Council may create other Director positions and place them under the Regional Chair or one or more of its Areas. To do so, it must secure approval and budget from the corresponding Ad Hoc Committee Chair or if the position has no direct relation with any Committee, then Global Board Approval is required.

**Pre-requisites:** The criteria to be considered for one of these positions will vary according to the Committee or Regional Council, but typically a Member should have served in the respective authorized chapter chair or related program position within the last two years.

### 6.3 GLOBAL LEADERSHIP: COMMITTEES AND TASK FORCES

The Global Board welcomes and appoints member volunteers to lead at a global level by serving on committees and taskforces. Members can lead at a Global level by serving as Chair of a Global Event or University, serving as Chair or Member of a Committee or serving as a Director on the EO Global Board.

6.3.1 University Chair: An EO University Chair helps plan and produce a University with assigned global staff and also serves as on-site host.

**Pre-requisites:** To be considered for University Chair previous officer experience is not necessarily required, but the Member must have attended at least one University.

6.3.2 Committee Chair: EO has two standing Committees (Finance and Governance) and several Ad Hoc Committees as described in Appendix C.

**Pre-requisites:** To be considered for a Committee Chair, a Member must have been a Chapter president, an EO global Committee Member or must have held one of the Regional Council Director positions.

6.3.3 Task Force Leader and Members: The EO Board of Directors may establish task forces from time to time for such purposes and term and with such duties, number and qualifications of Members, and reporting requirements, as the Board of Directors shall specify.

### 6.4 GLOBAL LEADERSHIP: THE GLOBAL BOARD OF DIRECTORS

The Board manages the business and affairs of the organization. The Board will be comprised of nine (9) three (3) year term directors (including the Chair, the Chair-Elect, and the Chair-Elect-Elect), in accordance with the Bylaws; provided, however that the Board shall have the power to appoint an additional three (3) directors who shall serve for two (2) year terms, and whose terms the Board, in its discretion, may further extend by one (1) year. The Chief Executive Officer shall be an ex officio member of the Board. Though the terms of the Board positions may vary, each member on this directing body is critical to setting and meeting the strategic goals of the organization as they work toward the organization's vision to build the world's most influential community of entrepreneurs. Only by using their various skills and diligently implementing the EO mission can the Board members be successful.





**Pre-requisites:** EO Global Voting Board Members are selected through an application process that is only open to those Members who have proven their dedication to the organization through years of service on the EO Path to Leadership. Ideally, to be considered for a Director of the Global Board, the Member must be the current Chair of a Committee or Subcommittee, any Regional Council Member, or Chapter President.

## 7.0 ELECTIONS

The Organization requires all Global Leaders to sign relevant Intellectual Property and Non-Disclosure Agreements in addition to other membership requalification forms at the time of their application for their role. The following processes are guidelines and best efforts must be used to ensure compliance.

### 7.1 SELECTION PROCESS FOR DIRECTORS OF THE EO GLOBAL BOARD:

The selection process for the Directors of the EO Global Board is set forth in Appendix B. In the event that the Board exercises its authority to extend any director's term on the Board pursuant to Article VI, Section 4(c) of the Bylaws and Section 4.4 of these Policies and Procedures, such extensions shall be approved in conjunction with the process set forth in Appendix B, provided, however, that no such term extensions shall be approved prior to 16 October of each calendar year and must be approved by the Board before the Board casts any votes for the appointment of new Directors during the annual November Board meeting of the same year. All deadline dates assume the action is completed or materials are received by close of business on that date.

### 7.2 SELECTION PROCESS FOR REGIONAL AND GLOBAL LEADERS:

The selection process for Regional and Global Leaders is set forth in Appendix A. This process applies to (1) Regional Chairs, (2) Global Committee Chairs and Members and Task Force Chairs and Members and (3) Regional Council Director (D's) and Members. There is a separate selection process, outlined in Appendix B of the Policies and Procedures for the Directors of the EO Global Board with which this process aligns. All deadline dates assume the action is completed or materials are received by close of business on that date.



## 8.0 REGIONAL COUNCILS

### 8.1 COMPOSITION AND VOTING

- 8.1.1 Regional Council Composition: The Regional Council consists of up to 10 Positions unless the Board approves otherwise. The Positions include the Regional Chair, Area Directors, Finance Director, Governance Director, Growth Director, Member Experience Director, Member Products Director and Ad Hoc Directors that may act at a Regional or Area level. In addition, an integral part of the Regional Council is the Global Board Liaison, the Executive Team Liaison and, if necessary, additional staff support.
- 8.1.2 Chapter and Functional Representation: It is EO's goal to provide representation from all the Areas in the Region and Board chapter representation on each Regional Council and every effort shall be made to accomplish this goal while ensuring the best quality Member Leaders on the Council. The Directors are appointed by the Chair of their corresponding functional Committee and the entire slate of Directors in the Regional Council must be ratified by the Global Board. All Regional Chapters can be represented in each Regional Council in addition to the other authorized Chapters comprising the Region.
- 8.1.3 Terms: The Chair and all Directors in the Regional Council are limited to a maximum of two years, unless otherwise approved by the Global Board.
- 8.1.4 Staff Appointments: The Chief Executive Officer appoints, with Global Board approval, the Executive Team Liaison and any additional staff support.
- 8.1.5 Board Liaison: The Board appoints the Board Liaisons to the Regional Councils, based on the recommendation of the Chair-Elect.



8.1.6 Voting: All decisions of the Regional Council require a majority vote. Each Regional Council member only has one vote. The Global Board Liaison, the Executive Team Liaison and Staff do not vote on Regional Council issues. Minutes shall be kept of all Regional Council meetings and resolutions. Quorum for the Regional Councils will require that 50% of the voting members be present.

## 8.2 SCOPE OF AUTHORITY AND LIMITATIONS

Pursuant to Article 4, Section I of the Bylaws, the Board of Directors establishes the scope of authority of each of the Regional Councils and its limitations.

### 8.2.1 Scope of Authority:

The scope of authority of the Regional Council is exemplified by the following actions that the Regional Council may take:

- a) Act in alignment with the strategic direction established by the Board and in coordination with the Board Liaison.
- b) Control of its regional discretionary budget and how to spend it in the best interest of the Region.
- c) Use discretionary funds to cover global dues for Members in difficult situations due to a health or financial crisis.
- d) Enforce regular requalification processes by its Chapters.
- e) Conduct monthly conference calls and face-to-face meetings at GLC and the President's Meeting.
- f) Participate in conflict resolution between chapters and global or regional issues.
- g) Translate materials as required.
- h) Set regional goals in all functional areas such as growth, renewals, forum, learning, and sponsorship.
- i) Offer subsidies for Advance Forum Series (AFS) and Strategy Summits.
- j) Ensure Forum health surveys are completed yearly.
- k) Add a Forum component to all regional and multi-chapter events, in a structured way.
- l) Recommend additional funds to be used for specific initiatives outside of regional funding.
- m) Determine the number of Areas in its Region.
- n) Create Director Positions as needed, subject to the approval of the Global Board.
- o) Provide monthly updates to the Global Board on progress, plans and red flags.
- p) The EO Global Board reserves the right to alter the purpose and membership of the



regional council at its discretion.

- q) The EO Global Board shall ratify any changes or suggestions made by the regional council.
- r) The EO Global Board shall ratify the structure prior to final launch.

### 8.2.2 Limitations:

The limitations of the Regional Councils are exemplified by the following actions that the Regional Council cannot take:

- a) Violate or allow the violation of EO's core values.
- b) Hire, manage, direct and/or fire Global Staff.
- c) Reallocate use of restricted funds.
- d) Deviate from the core positions in the Regional Council.
- e) Sign contracts on behalf of EO Global and/ or the Region.
- f) Launch, merge or shut down Chapters without the authorization of the Board.
- g) Use products or services that conflict or compete against EO products and services as specified in [www.eonetwork.org](http://www.eonetwork.org).
- h) Sign strategic alliances.
- i) Use or endorse non-trained facilitators for Forum, Moderator and/or Strategy Summit trainings.
- j) Receive and/or withhold Global dues paid by a Chapter.
- k) Deviate from the authorized uses of the EO mark and its brand standards.
- l) Deviate from the Presidents' Meeting calendar, agenda and Path to Leadership.
- m) Deviate or allow Chapters to deviate from Global Bylaws and Policies and Procedures.
- n) Allow Chapters to be un-chartered.
- o) Amend Global Bylaws and/or Policies and Procedures.
- p) Incorporate as a separate legal entity.



# 9.0 COMMITTEES AND TASK FORCE TEAMS

## 9.1 COMPOSITION AND VOTING

- 9.1.1 Committee Composition: EO Global Committees consist of the Committee Chair, Subcommittee Chair(s) (if applicable), the Global Board Liaison, the Executive Team Liaison, Volunteer Members and if necessary additional staff support. Standing Committees may have no more than one past chair of that committee as a member of the committee.
- 9.1.2 Task Force Team Composition: EO Global Task Force Teams consist of the Task Force Chair, the Global Board Liaison, the Executive Team Liaison, Volunteer Members and if necessary additional staff support.
- 9.1.3 Volunteer Committee/Task Force Members: The Committee/Task Force Chair will provide to the Global Board a list of proposed Volunteer Members to serve on the Committee/Task Force after discussing the proposed Volunteer Members with the Global Board Liaison, the Executive Team Liaison, the Regional Chairs and the Committee/Task Force Chair-Elect. Directors from the Regional Councils may serve as Volunteer Committee/Task Force Members. This selection process will take place within two weeks following the Committee/Task Force Chair selection process described below.
- 9.1.4 Regional Representation: It is EO's goal to provide representation from all the EO regions on each Committee/Task Force and every effort shall be made to accomplish this goal



while ensuring the best quality Member Leaders on the Committee/Task Force. The Regional Councils should provide recommendations for appointment of volunteer Members from the Regions to assist with meeting this goal.

- 9.1.5 Terms - Chairs: Committee/Task Force Chairs and Subcommittee Chairs are limited to a maximum of two years, unless otherwise approved by the Global Board.
- 9.1.6 Terms – Volunteer Members': Volunteer Members of Committees/Task Forces are limited to a term of two years, unless otherwise approved by the Global Board. A past chair of a Standing Committee serving in the role of Past Chair is limited to two one-year terms which may not be extended.
- 9.1.7 Staff Appointments: The Chief Executive Officer appoints with Global Board approval the Executive Team Liaison and any additional staff support.
- 9.1.8 Voting: Except as noted below for electing the Committee/Task Force Chair-Elects and Subcommittee Chair-Elects, only the Committee/Task Force Chair, Subcommittee Chair(s) (if applicable) and Volunteer Members vote on Committee/Task Force issues. The Global Board Liaison, the Executive Team Liaison and staff do not vote on Committee/Task Force issues. Minutes shall be kept of all Committee/Task Force meetings and resolutions. Quorum for the above committees will require 50% of the voting members be present. The target date for completing the PoL process is end of December.
- 9.1.9 Committee Board Liaisons: The Board appoints Board Liaisons to Committees based on the recommendation of the Chair Elect.

## 9.2 EXISTING AD HOC COMMITTEES

Article IX, Section 3 of the Bylaws establishes that a maximum of 10 Ad Hoc Committees may be established by the Board at any given time. Appendix C provides a list of committees currently authorized by the Board and their mission or purpose.

9.2.1 Ad-Hoc Committees shall include a liaison from Standing Finance Committee (SFC) that is a voting member of the committee.

## 9.3 NON-VOTING COMMITTEE PARTICIPATION

Article VII, Section 2 of the Bylaws establishes two standing committees for the organization, Standing Finance and Governance. These Committees will appoint one non-voting director to serve on one another Committees.

## 9.4 SPECIAL PURPOSE ENTITIES (SPES)

Special Purpose Entities (SPES) may be established within EO with EO Global Board approval only. All SPES must be established based on Entrepreneur's Organizations' Special Purpose Entity Guidelines.



# 10.0 CHAPTERS

## 10.1 POLICY

This policy sets forth the minimum standards it takes to be considered a Chapter by EO. To create an authorized chapter, a minimum of sixteen (16) new Members are needed with local dues set at no less than US\$1,000. New Members may be required to complete an Income Verification Form as part of the application process; dues will be prorated monthly and collected upon joining. The Global Board will give the final approval of the formation of a new authorized chapter upon receiving a signed Chapter launch application and Chapter agreement from the champion/Chapter president as stated in the Chapter launch process. Once approved, these sixteen (16) Members need to be able to form three operational Forums within twelve (12) months. To be considered an operational Forum, the group must consist of no less than six (6) Members with non-competing businesses. The “founding” Members are deemed to be the initial executives of the authorized chapter. At this time, the authorized chapter should determine who will fulfill the local officer roles for the President, Membership Chair, Forum Chair and Learning Chair, and such other positions as may be required. This information should be communicated promptly to EO.

The new Chapter has a period of 18 months to achieve the metrics outlined in the “Chapter Formation and Minimum Standards Checklist” and be considered a Chapter in good standing. The phases leading up to a Chapter launch and requirements for initiating it are outlined in the



EO Chapter Launch Process.

## 10.2 AUTHORIZED CHAPTER BOARD

The authorized chapter Board should be composed of the following Chairs:

- 10.2.1 Chapter President: Manages the overall health of the Chapter, holds board Members accountable to their duties, develops a strategic plan for the Chapter, and serves as a steward of the EO brand on a local level.
- 10.2.2 Membership Chair: Manages the screening/approval process for letting new Members join and drives local recruitment. May also be responsible for integration of new Members and managing the renewal process.
- 10.2.3 Learning Chair: Plans and executes the learning activities of the Chapter. Organizes event logistics and manages resources. Ensures learning/social offerings meet needs of local Members.
- 10.2.4 Forum Chair: Responsible for overall health of Forums. Manages placement of new Members into Forums within 90 days and creating new Forums as needed. Organizes Forum trainings. Conducts meetings with Forum moderators and assists with Forum conflicts/issues as needed.
- 10.2.5 Finance Chair: Develops Chapter budget and establishes checking account/disbursement system. Manages cash flows, reviews vendor/speaker contracts and pays invoices. Ensures necessary documents are filed and archived for the Chapter (articles of incorporation, by-laws, tax filings, insurance, etc.).
- 10.2.6 Marketing and Communications Chair: Responsible for producing materials such as a Chapter newsletter and managing website content. Helps attract media coverage for Members and Chapter. Manages communication flow between board and Members.
- 10.2.7 Strategic Alliances Chair: Creates and executes a sponsorship outreach strategy. Manages sponsor relationships and deliverables to ensure retention.
- 10.2.8 Integration Chair: Responsible for retention of new Members by ensuring they receive value from EO in their first year. Educate new Members about EO benefits and get them engaged.
- 10.2.9 Additional Key Positions: Chairs and Chapter Administrator: May be included depending on the needs of the Chapter. For example: Emerging, Mentorship, YPO Liaison, Social, Benefits, Philanthropy, etc. It is also recommended that Chapters engage a Chapter Administrator as a paid position managed by the Chapter President to assist in day-to-day administrative operations of the Chapter.

## 10.3 CHAPTER AGREEMENT

All Chapters must sign the Authorized Chapter Agreement, a copy of which is attached hereto as Appendix D, and incorporated herein by this reference.

## 10.4 MINIMUM STANDARDS CHECKLIST

In order to maintain good standing, Chapters are required to adhere to minimum standards set forth and updated periodically by the Board. The minimum standards checklist is incorporated





by reference in Appendix F.

## 10.5 REGIONAL (BRIDGE) CHAPTERS

EO authorizes the creation of at least one Regional Chapter for each Region, which may also be referred to as Link or Bridge Chapters. Regional Chapter members must also be global members and meet all global membership requirements. The relevant Regional Chapter may, pursuant to Section 2.1.5. of the Policies and Procedures, establish eligibility requirements and criteria for membership in such Regional Chapter in addition to the standard EO Membership requirements, but not instead of the standard EO membership requirements. With the exception of mandatory dual fees and dues requirements for dual Chapter membership as provided for Regional Chapter members participating in other authorized Chapter benefits on a limited basis in Section 2.1.10 of the Policies and Procedures, Regional Chapters are subject to all of the same rules and requirements as all other authorized Chapters. Regional Chapters are part of the relevant region in the same manner as all other EO authorized Chapters and must coordinate their activities with the relevant Regional Council just as all other authorized Chapters.

# 11.0 MyEO

- 11.1 MyEO is a Member benefit that allows for Members to connect with other Members outside of their own chapters by facilitating regional and global connections across EO membership with Events or Groups created by EO Members for EO Members. MyEO allows Members to create customized experiences based on personal and particular groups focused on particular affinities and interests. MyEO consists of Groups (as defined below) and Events (as defined below). Both MyEO Groups and MyEO Events included premiere and standard subcategories, which are subject to different policies and procedures. The MyEO Member benefit facilitates greater choice and engagement for EO Members, and empowers EO Members to become leaders of initiatives. All MyEO Groups and Events, are organized by MyEO Champions (as defined below). Notwithstanding the foregoing, the MyEO benefit does not confer on any EO Member the right to use any EO branding, content, trademarks, designs, logos, identifying marks, trade dress, or other intellectual property, including any MyEO intellectual property (collectively, "EO IP"). EO IP may only be used only with the express written approval of EO. EO reserves the right to immediately terminate any SLP Participation benefits of any non-member and/or suspend the membership of any Member without any liability for any violation of restrictions on the use of EO IP without prior approval as stated above.

## 11.2 MYEO CHAMPIONS



A MyEO Champion is defined as an EO Member creating or “championing” a Group or Event. The Champion shall be the Member primarily responsible for the Group or the Event. Group Champions must have successfully completed Forum training.

### 11.3 MYEO GROUPS

- a) A MyEO Group is a virtual group created by Members or Spouses/Life Partners for Members and/or Spouses/Life Partners/Adult Children of Members focused on specific interests (“Group(s)”). Groups are set up on the MyEO network and use virtual communication to discuss specific passions or interests; Group meetings communication shall occur exclusively in a virtual environment. Any meeting of Group members related to MyEO or involving any EO IP, but outside of the scope of virtual communications, should be registered as a MyEO Event. Groups shall meet the following criteria:
  - i. A Group may not relate to, promote, or deal with illegal activities;
  - ii. A Group may not deal with or relate to political, religious, or other social issues not aligned with EO’s values;
  - iii. Groups may only be created by Members or a Spouse/Life Partner;
  - iv. Adult Children may not create Groups unless sponsored by a Member Champion;
  - v. A Group must clearly define its objective, activities, and/or purpose;
  - vi. A Group may not include non-Members who are not Spouses/Life Partners/Adult Children or included as part of a separate guest policy approved in advance by EO Governance.
- b) Groups shall be fully responsible for all of their activities, and the Group Champion as well as every Group Member shall, as a condition of the creation of the MyEO group, agree in writing to indemnify, defend, and hold EO harmless against any possible or actual loss, liabilities, costs, damages, expenses, lawsuits, or others, including reasonable attorney’s fees arising from or related to the activities of the Group.
- c) With the exception of MyEO Premier Groups, EO Groups shall not receive any management, support, financing, or resources, including, without limitation, funding, or otherwise, from either global or local EO staff. Any EO staff management, support, finance, funding or allocation of EO global resources to a Group shall require the approval of the applicable EO leadership stakeholders. Any global EO Resources allocated to a Group shall be subject to the approval and oversight of EO global staff, and subject to all oversight of EO activities set forth in the P&P.
- d) Groups are under no circumstances authorized to execute agreements on behalf of or in the name of EO. Any agreements required by Groups are solely the responsibility of the Group and shall in no event name EO as a party or otherwise.
- e) Group Formation, Approval, and Registration.
  - i. Any EO Member or Spouse/Life Partner who has successfully completed Forum training may apply to be a Group Champion and apply to create a Group by submitting an application by means of the application form located at <https://www.eonetnetwork.org/Member/myeo/groups/add-group>.



- ii. Adult Children of Members may only create Groups with the sponsorship of an EO Member Champion.
- iii. The Senior Director, MyEO will establish MyEO Group Standard Operating Procedures ("GSOP") that define when escalation of items to Governance is appropriate. At a minimum, proposed Groups ranked as high risk should be escalated to Governance.
- iv. Upon submission of the request to form a Group, the application will be automatically forwarded to the designated MyEO Coordinator ("Designated Coordinator") who shall review the submission to ensure that the proposed Group does not conflict with the restrictions set forth in section 11.3a) above or pose a high risk to EO.
- v. The Designated Coordinator will determine if a conflict with regard to any of the restrictions set forth in 11.3a) above exists or if the Group is high risk as determined by the MyEO Risk Matrix (attached hereto and incorporated herein by this reference as Appendix E) and the GSOP.
- vi. Upon Group approval, the MyEO team shall send the Group Champion an electronic copy of the MyEO Group waiver of liability and indemnification agreement for e-signature, the execution of which shall be a pre-requisite to the formation of the group.
- vii. Upon receipt of an executed waiver from the Champion, the Group shall be registered on EONetwork.org. No new Group Members shall be added prior to receipt of executed waivers and indemnification agreements therefrom. For clarity's sake, no Group shall be deemed fully approved or registered prior to the receipt of a fully executed waiver and indemnification agreement from the Champion.
- viii. EO Governance shall be permitted to audit Group activities and records to ensure compliance with the above requirements, including maintaining records of signed waivers by Group participants, and compliance with the requirement to not represent the Group as an agent of EO or able to enter into agreements on behalf of EO.

#### 11.4 MYEO EVENTS

- a) A MyEO Event is an EO Member initiated non-chapter-based event, experience, activity, meeting that is created by EO Members for EO Members and/or Spouses/Life Partners/Adult Children around a specific topic or activity ("Event(s)"). Events shall meet the following criteria:
  - i. Events may not be related to, promote, or deal with illegal activities;
  - ii. Events may not deal with or be related to political, religious, or other social issues not aligned with EO's values;
  - iii. Events may not be in violation or result in violations of the EO Code of Conduct, Conflicts of Interest Policy, Sexual Harassment Policy, and or any other applicable policies, rules or requirements.



- iv. Alcohol shall not be served at any Event with Adult Children under the local legal drinking age in attendance;
  - v. Events must clearly describe their source of funds or resources for organizing the Event;
  - vi. Events may not be EO chapter, global, or regional events;
  - vii. Events may not be created by a chapter administrator or EO staff member;
  - viii. Events may not charge participants any more than the actual costs of the event;
- b) The Champion of each Event shall be fully and personally responsible for the Event, and together with all Event participants, shall, as a condition of the approval and registration of the Event, agree in writing to indemnify, defend, and hold EO harmless against any possible or actual loss, liabilities, costs, damages, expenses, lawsuits, or others, including reasonable attorney's fees arising from or related to the activities of the Event. Champions shall be required to obtain adequate insurance policies to protect EO against any foreseeable damages from the Event in cases where such insurance is deemed prudent by EO Governance in its sole discretion.
- c) The Champion and EO Member participants of an Event shall be fully and personally responsible for the Event, including, without limitation, responsible for all funding, financing, organizing, or any other resources involved in the Event. With the exception of MyEO Premier Events, Events shall not receive any management, support, financing, or resources, including, without limitation, funding, or otherwise, from either global or local EO staff. Any EO staff management, support, finance, funding, finance, or allocation of EO global resources to an Event shall require the prior approval of the appropriate EO leadership stakeholders. Any global EO resources allocated to an EO Event shall be subject to the approval and oversight of EO global staff, and subject to all of the oversight of EO activities set forth in the P&P.
- d) Event Champions or participating EO Members are under no circumstances authorized to execute agreements on behalf of or in the name of EO. Any agreements required for an Event are solely the responsibility of the Event Champion and/or participating EO Members, and shall in no event name EO as a party or otherwise.
- e) Event approval and registration.
- i. Any EO Member who has successfully completed Forum training may apply to be a Champion for an Event to register and organize that Event by submitting an application by means of the application form located at:  
<https://www.eonetwork.org/Member/myeo/events/add-event>
  - ii. The Senior Director, MyEO will establish MyEO Event Standard Operating Procedures ("ESOP") that define when escalation of items to Governance is appropriate. At a minimum, Events ranked as high risk should be escalated to Governance.



- iii. Upon submission of the request to register and organize an Event, the application will be automatically forwarded to a Designated Coordinator who shall review the submission to ensure that the proposed Event does not conflict with the restrictions set forth in section 11.4 a) above or pose any risks to EO.
- iv. The Designated Coordinator will determine if a conflict with regard to any of the restrictions set forth in 11.4 a) above exists or if the Event poses risks as determined by the MyEO Risk Matrix and ESOP. If a conflict exists, or the Event poses risks in accordance with the Risk Matrix, the Designated Coordinator will follow the ESOP with respect to escalation to Governance.
- v. Upon Event approval, the Designated Coordinator shall send the Event Champion an electronic copy of the MyEO Event waiver of liability and indemnification agreement for e-signature, the execution of which shall be a pre-requisite to registering the Event. After e-signature, the signed waiver will be returned to the Designated Coordinator.
- vi. Upon receipt of an executed waiver from the Champion, the Event shall be registered on EONetwork.org. Any additional Event participants must also submit signed waivers and indemnification agreements prior to their registrations for the Event being completed or registered.
- ix. EO Governance shall be permitted to audit Event activities and records to ensure compliance with the above requirements, including maintaining records of signed waivers by Event participants, and compliance with the restrictions on representing the Event as an agent of EO or entering into agreements on behalf of EO.

## 11.5 MYEO PREMIER GROUPS AND EVENTS

- a) MyEO Premier Groups and or MyEO Premier Events are global MyEO Groups or Events that directly support EO's strategic priorities determined by the Board of Directors. MyEO Premier Groups and Events are designated by the MyEO Committee and receive global funding, staff support, and other resources from EO. As MyEO Premier Groups and Events are open to all EO Members and receive global resources, they are subject to direct oversight by EO Governance, just as any global, regional, or chapter event would be. Any agreements required for a MyEO Premier Event or MyEO Premier Group must be in EO's name and are therefore subject to the RFP policy, the Member vendor policy, the blue book, and full contract review and approval, including, without limitation, specific liability analysis, determination as to insurance requirements, and determination and or/drafting of mandatory event disclaimer language. Such agreements may only be executed by an authorized representative of EO.



## 12.0 CONFIDENTIALITY POLICY

- 12.1 As used herein, “EO Confidential Information” means any and all information, whether written, oral, electronic or otherwise, concerning EO products and services, including without limitation, EOnetwork.org and any directory information, any Member information, data, analysis, research, studies, document, business plan, records, marketing channels, marketing strategy, sales strategy, plan, samples, trade secrets, intellectual property and other materials concerning EO or its Members.
- 12.2 The EO Confidential Information is confidential information. Misuse of the EO Confidential Information is a violation of EO policy. Any unauthorized use, transcription, or copy of is strictly prohibited. The EO Confidential Information contained in EO network.org is for the use of current Members (with restrictions), consistent with the Code of Conduct, Bylaws, Policies and



Procedures and principles of EO. EO strictly prohibits the distribution or dissemination of Information by any Member relating to any other Member or Members to any non-Member. EO may pursue all remedies available under the Amended Bylaws, Policies and Procedures or under law including, without limitation, the expulsion or termination of any violating Member from EO and from the Member's Chapter. EO is strongly committed to protecting against the distribution or dissemination of Member Information to third parties.

- 12.3 Directors, officers, employees and Members acting on EO's behalf are responsible for protecting EO Confidential Information from unauthorized disclosure whether internal or external, deliberate or accidental by proactively following the actions below:
  - 12.3.1 Protect EO Confidential Information regardless of the media in which the information is conveyed
  - 12.3.2 Protect EO Confidential Information for the entire life cycle of the Information.
  - 12.3.3 Contact the Chief Executive Officer if you need help determining whether certain information is EO Confidential Information.
  - 12.3.4 Have a written, signed non-disclosure agreement before disclosing EO Confidential Information to a party outside EO.
  - 12.3.5 Promptly report to the Chief Executive Officer any actual or suspected unauthorized access or use of EO systems or EO Confidential Information.
  - 12.3.6 Do not share EO Confidential Information with friends or family.
  - 12.3.7 Do not talk about EO Confidential Information in public places, such as elevators, airplanes or restaurants, where you can be overheard.
  - 12.3.8 Do not leave EO Confidential Information unattended in public areas or outside EO.
  - 12.3.9 EO respects the confidential information of other parties. EO will not collect or use another party's confidential information without such party's permission.

## 13.0 SOLICITATION POLICY

### 13.1 POLICY

This Solicitation Policy encompasses five dimensions: (1) Third-Party Solicitation, (2) Social Media, (3) Strategic Alliance Partners or Sponsors, (4) Natural Disasters and (5) Marketplace. Generally, EO prohibits any Solicitation by a Member to another Member or to a strategic alliance, partner or sponsor of EO or a Chapter except as provided in this Solicitation Policy. For purposes of this Solicitation Policy, the word "Solicitation" means any direct or indirect contact that was not requested by the recipient in regards to the sale or marketing of a product or service, a donation, an investment or any other cause. Further, the conduct or actions of any non-Member are attributable to the Member that introduced the non-Member to EO or otherwise distributed



information relating to EO to the non-Member, regardless of whether the distribution was intentional or inadvertent.

### **13.2 THIRD PARTY SOLICITATION**

EO strictly prohibits the distribution or dissemination of information by any Member relating to any other Member or Members to any non-member. EO may pursue all remedies available under the Amended Bylaws, Policies and Procedures or under law including, without limitation, the expulsion or termination of any violating Member from EO and from the Member's Chapter. EO is strongly committed to protecting against the distribution or dissemination of Member information to third parties.

### **13.3 SOCIAL MEDIA**

EO recognizes that Members, at their own risk, may opt into social media networks like LinkedIn, Facebook and other available Forums. Social media networks come in multiple forms and more forms are expected in the future. Since the creation and development of social media networks is a dynamic process, EO cannot, is not and will not be held responsible for any communication or interaction that the Member receives or participates in via a social media venue.

### **13.4 STRATEGIC ALLIANCE PARTNERS OR SPONSORS**

EO strictly prohibits Solicitation by any Member including, without limitation, any Member Leader, Director or Officer of either EO Global or a Chapter to any EO strategic alliance partner or sponsor or a Chapter strategic alliance or sponsor (collectively referred to as "Sponsor") except in the context of any marketplace created and maintained by EO or a Chapter ("Marketplace") in which the Member has chosen to join and abide by the Marketplace rules. In a Marketplace subject to its rules, any Member may approach a Sponsor that has chosen to participate in the Marketplace and vice versa. EO and its Chapters shall attempt to enter into agreements with Sponsors that limit Solicitation activities to the confines of a Marketplace without distribution or disseminating specific information in relation to any Member.

### **13.5 NATURAL DISASTERS**

While any Solicitation is generally prohibited, the Solicitation of Members in relation to a natural disaster or an act of God for the purposes of soliciting donations or in-kind assistance is exempt from this Solicitation Policy only if EO approves the Solicitation prior to its occurrence, distribution or dissemination. Any Member that desires to solicit in connection with a natural disaster or an act of God for the sole purpose of soliciting donations or in-kind assistance must do so by applying for an exemption with the Member's Chapter. The Chapter will forward the application to EO where the Board of Directors will endeavor, without any obligation whatsoever, to approve or reject the application within fourteen (14) days of receipt of the application from a Chapter.

### **13.6 MARKETPLACE**

EO or any of its Chapters may create a Marketplace without violating this Solicitation Policy. The exemption provided by this Solicitation Policy in relation to a Marketplace is limited to any interaction, activity or Solicitation that occurs within the confines of a Marketplace. Any Member that opts to join a Marketplace agrees by doing so to accept Solicitation from another Member or a Sponsor at the Member's sole risk. This Solicitation Policy remains in full force and effect in regards to any interaction, activity or Solicitation outside a Marketplace. A violation by a Member of any rule or policy associated with a Marketplace constitutes a violation of this Solicitation Policy.





## 14.0 REIMBURSEMENT POLICY

In order to recognize the significant out-of-pocket costs EO Member Leaders incur personally in carrying out their EO duties, EO has approved the following guidelines for reimbursement of travel and other expenses:

### 14.1 GLOBAL BOARD TRAVEL EXPENSES

14.1.1 Annual Board travel shall be budgeted based on the Master Calendar of Events of the



year and the travel assignments of each Board Member given their roles, liaisons with Regions, Committees and Task Forces.

- 14.1.2 The Chair holds the ultimate decision of who travels where and subject to budget approval by Standing Finance Committee (SFC) Chair.
- 14.1.3 It is a best practice for Board Liaisons to attend the Regional and Committee Events and must be present and participate in the events.
- 14.1.4 All Board Members shall attend GLC and all Board Meetings and may take advantage of events being held back to back in the same vicinity, if budget allows.
- 14.1.5 It is a best practice to have a maximum of 2 Board Members to attend all other events, unless circumstances justify otherwise, and the Chair approves.
- 14.1.6 It is a best practice to define clear objectives of each trip and the agenda to engage stakeholders. Be prepared to present a verbal report.
- 14.1.7 Reimbursement of Business Class travel only when non-domestic flight time is over 6 hours or on overnight flights. Business Class travel is limited for attending Board Meetings, GLC, and assigned Board travel. All other events are in coach unless, the Chair and SFC Chair approve otherwise.
- 14.1.8 Board Member may opt to travel coach and use the budgeted business class amount to:
  - a) Cover the airfare of a spouse/life partner, significant other or family; or
  - b) To cover the cost of attending other EO events.
- 14.1.9 Hotel expenses will be covered at venue hotel or equivalent for the time of the Board meeting or event plus one night on either the front or back end. Hotel expenses will be extended to include Universities attached to a Board meeting.
- 14.1.10 University registration fees are covered for all standing Board Members.
- 14.1.11 Transportation and incidentals will be covered, but should be kept within reasonable limits.
- 14.1.12 Exceptions will always be considered and must be approved by Chair and SFC Chair.
- 14.1.13 The above policy is applicable to the ratified incoming board members for travel associated with board on-boarding and duties they are required to undertake as an incoming board member.

## 14.2 EVENT ATTENDANCE

- 14.2.1 Event registrations will be waived for Board Members.
- 14.2.2 Once per year, the registration fee at EO events will be waived for the spouse/life partner, significant other or family of Board Members.
- 14.2.3 Hotel accommodations at the venue hotel or equivalent shall be provided for a Board



Member for the nights required to attend the event.

14.2.4 Approved guests of Board Members must pay the same fees as other EO guests.

### **14.3 COMMITTEE CHAIR EXPENSES**

Expenses incurred in addition to approved Committee budgets will be approved on an "as needed" basis by the Chief Executive Officer.

### **14.4 OTHER BOARD TRAVEL, COMMUNICATION AND EXPENSES**

Board Members are entitled to reimbursement of reasonable communication expenses incurred during the performance of their duties. All other Board travel and expenses must be approved by the Chair in advance.

### **14.5 PAST BOARD MEMBERS**

All past Members of the Board who successfully complete their term and are in good standing subsequent to the fiscal year 2002-03 are entitled to attend one (1) University free of normal registration fee per EO fiscal year (including a spouse/life partner, significant other or family). Prior to 2002-03, all past Presidents of the organization may attend one (1) University free of the normal registration fee per EO fiscal year (including a spouse/life partner, significant other or family). In both cases, all other expenses will be at the Member's expense. The past Board Member must be an EO Member in good standing in order to enjoy the benefit of a free University.

## **15.0 WHISTLEBLOWER POLICY**

### **15.1 GENERAL**

The Entrepreneurs' Organization requires directors, officers, employees and Member volunteers



to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the Entrepreneurs' Organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

## **15.2 REPORTING RESPONSIBILITY**

It is the responsibility of all directors, officers, employees and Member Volunteers to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

## **15.3 NO RETALIATION**

No director, officer, employee or Member Volunteer who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. A Member who retaliates against someone who has reported a violation in good faith is subject to sanctions up to and including termination of membership. This Whistleblower Policy is intended to encourage and enable Members, employees and others to raise serious concerns within The Entrepreneurs' Organization prior to pursuing resolution outside The Entrepreneurs' Organization.

## **15.4 REPORTING VIOLATIONS**

The Entrepreneurs' Organization has an open door policy and suggests that directors, officers, employees or Member Volunteers share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, the Chief Executive Officer is in the best position to address an area of concern. In some cases, the Chairperson of the Board of Directors is in the best position to address an area of concern. For employees, an employee's supervisor may be in the best position to address an area of concern. However, if you are not comfortable speaking with any of these designated people, or if you are not satisfied with their response, The Entrepreneurs' Organization encourages you to speak with anyone in management. Directors, Officers, Supervisors and management are all required to report suspected ethics violations to the Chief Executive Officer, Board Chair, Standing Finance Committee Chair or the Audit/Governance Committee Chair. These people have accepted responsibility to ensure an investigation of all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with The Entrepreneurs' Organization's open door policy, individuals should directly contact the Chief Executive Officer or Board Chair.

## **15.5 INVESTIGATIONS**

The Entrepreneurs' Organization is responsible for investigating and resolving all reported complaints and allegations concerning violations. Those responsible for the investigation shall report directly to the Chief Executive Officer, Board Chair, Standing Finance Committee Chair and the Governance Committee Chair.

## **15.6 ACCOUNTING AND AUDITING MATTERS**

The Standing Finance Committee shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Chief Executive Officer shall immediately notify the Standing Finance Committee of any complaint and work with the Committee until complete resolution of the matter.

## **15.7 ACTING IN GOOD FAITH**

Anyone filing a complaint concerning a violation or suspected violation must act in good faith and establish reasonable grounds for believing the information disclosed indicates a violation. The Entrepreneurs' Organization views unsubstantiated, malicious or knowingly false allegations



as serious acts justifying discipline up to and including termination of employment for employees and for Members, sanctions up to and including termination of membership.

#### **15.8 CONFIDENTIALITY**

You may submit violations or suspected violations on a confidential basis. You may also anonymously submit violations or suspected violations. The Entrepreneurs' Organization will make every effort to keep confidential reports of violations or suspected violation to the extent possible, consistent with the need to conduct an adequate investigation.

#### **15.9 HANDLING OF REPORTED VIOLATIONS**

The Chief Executive Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. The Entrepreneurs' Organization will promptly investigate all reports and take appropriate corrective action if warranted by the investigation.

## **16.0 MEMBER VENDOR POLICY**

At one time or another, almost all associations are faced with the question of whether to do



business with their members. In the case of the Entrepreneurs' Organization, we have numerous members worldwide with great business products and services that may prove helpful to furthering the business operations of EO. Allowing our members to bid on EO business opens the door to some of the best vendors/suppliers in the world and it shows that EO further supports and believes in entrepreneurship.

On the other hand, associations doing business with their members face a potentially tricky issue, and if it is not handled well it can lead to difficulties for both the organization and the individual member. Traditionally, the main reasons why many associations do not do business with their members is because of the obvious potential for conflicts of interest, and the potential difficulties and embarrassment that would be attached to having to sever a business relationship with a member for non-performance/unsatisfactory performance.

In an effort to find a way to allow the option while at the same time creating a system that provides proper internal controls and strengthens the decision-making process, the following policies and procedures will be followed.

- 16.1 EO leadership or staff may purchase products or services from an EO member's company, provided it can be demonstrated that the delivery of the products/services are competitive with other vendors in the industry.
- 16.2 EO members should not expect to be given preferential treatment because of their member status. All bids will be subject to a "blind review" whereby the identity of the bidder is not known. Non-member companies will be included in the RFP process when appropriate.
- 16.3 Staff members are under no obligation to solicit bids and/or purchase products and services from member companies, although they may do so. And there is no obligation to "divide out business" among members who provide similar goods and services.
- 16.4 Written contracts or agreements must be utilized in the same way that they would be for a non-member company.
- 16.5 Orders placed for products or services and any amendments or adjustments thereto must be in writing.
- 16.6 Only EO staff can formally contract vendors - members or otherwise. Expression of interest from a member leader does not constitute an agreement to use goods/services from any vendor.
- 16.7 If an EO member is selected to be an EO vendor, he/she must select someone on their staff to be the primary contact for the EO relationship, just as they would for any other client, provided that is applicable/possible. This removes as much as possible reaching a point where staff is put in the uncomfortable position of having to "hound" members for information and/or performance we are owed simply because they are members. This situation can/has been extremely detrimental to our planning process and the end product. It also ensures that any member/vendor views and treats EO as they would any other client.
- 16.8 Of course, the existing guidelines for procurement also need to apply, including the following:



- a) When services rendered or goods purchased from one vendor exceed more than US\$50,000 in a 12-month period, we will obtain three quotes from competitive vendors. Competitive bids are required regardless of the dollar amount when a vendor has billed US\$50,000 in the last twelve months.
- b) Authorization of the vendor selected requires signatures from at least two of the Staff Executive Team.
- c) When a verbal quote is obtained in lieu of a written estimate, the EO member or staff must submit the verbal quote in writing for review.
- d) Once a vendor has been selected, this vendor may be used for three years. However, if a vendor's charges increase more than 5% during a 12-month period, then three quotes from competitive vendors must again be obtained. (Note: if another member expresses interest in the business within the 3-year period, EO is not obligated to undergo another review, but may do so if desired. Otherwise it would create additional unnecessary work, and could potentially damage an excellent existing member vendor relationship).
- e) A copy of the quote selected should be filed with the competitive bids rejected and retained in the accounting department for a period of not less than two calendar years. These will be tracked by individual departments.
- f) In a case where it is not feasible or desirable to obtain competitive quotes for whatever circumstances, the member or staffer may forgo the purchasing policy by written authorization of the Chief Executive Officer.
- g) As a condition for a member to bid/contract with EO, the amount of the services rendered or goods purchased cannot be more than 20% of its annual income.



# 17.0 FUNDS AND RESERVES

Funds for the operation of the Organization are obtained by the collection of dues, initiation fees and activity charges. Dues and initiation fees are established annually by the EO Board of Directors.

17.1 Authority: Any two out of the following five positions have the authority to open and close bank accounts, to designate the individuals who can sign checks and other instruments withdrawing funds from the accounts, and to make any other decisions that are necessary to administer the accounts:

- Chief Executive Officer
- Chief Financial Officer
- Secretary
- Chair of the Global Board of Directors
- Chair of the Standing Finance Committee

17.2 Reserve Funds: The reserves of the Organization are defined and classified as follows:

General Reserves: Surplus funds of the Organization are held general reserve funds which is used to meet expenses of the Organization not covered by current income or for such other purposes as the EO Board of Directors may determine. The Organization shall maintain General Reserves at an amount based on a calculation methodology recommended by the Standing Finance Committee (SFC) and approved by the EO Board of Directors. The SFC will review the calculation annually to determine if the reserve target needs to be adjusted. The following components are included in the calculation:

## 1. Variable Operations Contingency Reserve Component

- a) Overview: The variable reserve component is an amount based on operating expenses. This amount is designed to cover emergency operating expenses in the event of unforeseen problems in operations, and analysis of risk and likelihood of contingency events which may include, but are not limited to, fixed/non-cancellable lease obligations, event commitments, Global Leadership Conference contingencies, legal reserve, and foreign exchange loss reserve. Calculation of the Variable Operations Reserve is based upon 60 days of expenses, plus any recognized contingency risks, plus US\$125,000.00 per Region.
- b) Spending Criteria:
  - i. Any two officers of the company can authorize spending of up to US\$100,000.00 for use to cover operational emergencies. After the first US\$100,000.00 the board must approve additional spending with a simple majority.
  - ii. For use of regional reserves, two officers of the company plus the region's member leader Regional Chair, plus the member leader Regional Finance director are required to authorize spending.
  - iii. All use of Variable Operations reserves must be electronically notified to the Global Board within 48 hours.
- c) Replenishing:





- i. Variable Operations Reserves drawn to cover Regional Council expenses will be replenished by deducting Regional Council budget allocation from member dues revenue the following fiscal year.
- ii. Variable Operations Reserves drawn to cover global expenses will be replenished first with realized investment and interest income allocation. Any remaining shortfall will be replenished out of operating revenue the following fiscal year.

### 17.3 Long Term Reserves:

- a) Overview: This fund will be the balance of reserves to maintain long-term investments based on a Target Reserve below and will be held for the long-term health of EO. The Long Term Reserves will also function as funds similar to an endowment to generate investment and interest income for the organization while building a stronger balance sheet for long term organization health and interest income to fund the Innovation Fund described below.
- b) Spending Criteria:
  - i. Any spending or re-allocation from the Long Term Reserve less than US\$1,000,000 or 20% of the Long Term Reserve, whichever threshold is smaller, will require a two-thirds majority of the board.
  - ii. Any aggregate spending from Long Term Reserves in excess of US\$1,000,000 or 20% of the Long Term Reserves, whichever threshold is smaller, will require a two-thirds majority of the Global Board. Additionally, the spending proposal must be reviewed by the Governance Committee and Standing Finance Committee. The Governance Committee will evaluate the proposal based upon (i) whether or not the spend initiative complies with EO's By-Laws and Policies and Procedures, (ii) that all proper procedures were followed, (iii) that the risk to EO is minimal or acceptable, and (iv) there are no conflicts of interest. The finance committee will evaluate financial risks and implications to the organization. The findings and analysis of both the Governance Committee and Standing Finance Committee will be included as part of the official meeting minutes regarding the motion.
- c) Replenishing Investment Incoming Allocation:
  - i. If the reserve fund is at or above the target amount, then 40% of the prior years realized investment and interest income is allocated to the Long Term Reserves.
  - ii. If the reserve fund is below the target amount, then 70% of the prior year's realized investment and interest income is allocated to the Long-Term Reserves.
  - iii. Any budget surpluses generated from operations will automatically be allocated to the Long-Term Reserves at the end of the fiscal year, unless specified by the Global Board.
  - iv. Any initiation fee revenue allocated to reserves will be held in the Long-Term Reserves

### 17.4 Innovation Fund Reserve Component:



**Overview:** The Innovation Fund Component is designed to promote innovation within the Organization. The primary purpose of the Innovation Fund category is to stimulate development of new programs, services, products or processes that benefit members directly by providing funding for initiatives that might not otherwise get budgeted. Setting aside an amount for innovation provides a mechanism to allow development of ideas that arise between budget cycles and shorten implementation time. The second purpose is to ensure that members receive a direct benefit from any realized investment and interest income generated in the prior fiscal year.

#### 17.5 Spending Criteria:

- i. Innovation Fund projects under a cumulative US\$1,000,000 require only a simple board majority.
- ii. Innovation Fund projects spending over a cumulative US\$1,000,000 require a two-thirds board super majority.
- iii. If any Innovation Fund component spending on staff salaries and compensation is required for the execution of an Innovation Fund Project, the specific staff salary component allocation requires an additional a two-thirds board super majority. The duration of the staffing cost allocation cannot exceed 12-calendar months. Staffing costs allocated from of the annual staff compensation expense budget, either by re-allocation of time or new hires, does not require this additional super majority approval. Only the staffing components paid and allocated from the Innovation Fund require the additional super majority approval step. When possible, the CEO should utilize existing staff resources or short-term contractors for execution of Innovation Projects first before proposing additional staffing budget allocation from an Innovation Fund allocation.
- iv. Use of short-term contractors for a period of less than 12-calendar months are permitted and can be allocated from the Innovation Fund. Approval of Innovation Fund budget allocation for contractors does not require the two-thirds super majority provision referenced in 16.5(iii).
- v. Any multi-year spending initiatives must have an annual spending amount that is lower than the SFC's forecasted Innovation Fund investment income allocation. The amount committed will automatically be allocated from the Innovation fund for the applicable years following in initial authorization, but not to exceed 3 years.
- vi. Other non-board requests for Innovation Fund Spending may come in the following manner: The Standing Finance Committee may include a budget line titled 'Innovation Fund' in the annual Organization budget. New initiatives may be developed and proposed by either (1) an EO Board of Director, (2) a global committee, (3) the executive team, (4) a Regional Council, or (5) a chartered EO Chapter. Members not on a Board committee who want to submit a proposal should collaborate with the appropriate Board committee and management team personnel. Innovation Fund initiatives will typically benefit one or more of the Organization's strategic initiatives.
- vii. An Innovation Proposal Business Case (White Paper) is required for innovation requests.



17.6 Replenishment and Investment Income Allocation:

- i. If the general reserve is below target, then 30% of the prior year's investment income is allocated to the Innovation Fund. If the general reserve is above target, then 60% of the prior year's investment income is allocated to the innovation fund.
- ii. At the close of the fiscal year, the CFO and SFC will prepare the report of the total funds available and allocated to spend in the innovation fund for the new fiscal year. This amount is comprised of the new investment income allocation plus any previously accumulated sums in the Innovation Fund.

17.7 Restrictions: The Innovation Fund may not be used for the following expenses:

- i. Fixed operational overhead expenses.
- ii. Staffing compensation and expenses such as salaries or bonuses are generally prohibited unless approved with a board super majority as outlined in 16.5(iii)
- iii. Any use that only directly benefits members of the board, members of a single committee, or a single member leader, e.g. board travel, a board retreat, or a committee summit meeting.
- iv. Any multi-year spending authorization that exceeds 3 years.

17.8 Target General Reserve: The Target General Reserve is equal to the sum of the Variable Operations Reserve Component, the Long-Term Reserve Component, and the Innovation Fund Reserve component described above.

- a) Minimum Reserve Balance – The minimum reserve balance shall reflect the accumulated total of initiation fees allocated to Long Term Reserves. The minimum reserve balance will increase annually based upon the portion of initiation fees per new member the board allocates to Long Term reserves in a given year. For example, if the current minimum reserve balance was US\$1,000,000 and the board allocates US\$300 from every new member initiation fee be allocated to long term reserves with 1,000 new members that fiscal year, then the minimum reserve balance will increase by US\$300,000 to a new minimum reserve balance of US\$1,300,000.
- b) Allowable Range – Because investment gains/losses, economic downturns, and unexpected events can cause fluctuations in the balance of General Reserves, an allowable range is built into the Target General Reserve. The range provides a window of time in which reserves can be increased or decreased as required. The current allowable range is currently US\$7.5 million to US\$15 million plus the Minimum Reserve Balance. If the General Reserves fall outside the allowable range, the Finance Committee will develop an action plan for adjusting reserves within the allowable range. The action plan requires approval of the EO Board of Directors before it becomes effective.

17.9 Investment Policy of Reserve Assets: Please refer to the Standing Finance Committee Investment Policy Statement.



17.10 Restrictions on use of Interest and Investment Income: Realized investment income and interest income can only be allocated to the reserves as specified in the reserve replenishment and investment income allocation. Realized investment and interest income cannot be used to pay for general operational expenses.

## 18.0 DEFINITIONS

### 1 ACTIVELY IN CONTROL

(1) having sole or predominant day-to-day management duties at both an operational and/or strategic level, as well as an ownership interest in the business enterprise, company, corporation or partnership; or, alternatively,

(2) a trustee of a trust in which the trustee is also a beneficiary, where the relevant business enterprise, company, corporation or partnership, or a controlling interest in the relevant business enterprise, company, corporation or partnership, is an asset of the trust.

### 2 AT-LARGE MEMBER

A Member of EO, who complies with all the criteria for membership in EO, but who is not otherwise eligible for membership in a Regional Chapter and whose places of residence or business are not within one hundred (100) miles of any other authorized Chapter.

### 3 BOARD/GLOBAL BOARD

The Body of Members of EO elected as well as Independent Non-Voting Board Member chosen to be serving in a directorship capacity pursuant to the Bylaws of EO.

### 4 CO-FOUNDER

See Founder.

### 5 CONTROLLING SHAREHOLDER

A shareholder in a corporation with either voting control of the corporation or effective control of the corporation through the exercise of management rights/general partner with managing duties. Where the business is organized in a form other than a corporation, this term should mean the equivalent for that form of business structure.

### 6 ELUMNI

A former EO Member who, for reasons other than expulsion, is no longer a Member of the organization and wishes to remain in touch with the organization by receiving communications from EO. A former EO Member who chooses not to receive communications as an Elumni is referred to as an "Ex-Member."

### 7 FOUNDER

A person responsible for the formation of the specific business enterprise, company, corporation or partnership either individually or jointly who, at the inception of the business enterprise, company, corporation or partnership was either an Owner, General Partner, Majority Shareholder or Actively in control.



**8 AUTHORIZED CHAPTER**

Any group of EO Members in a common locale, town or city, recognized by EO as constituting a Chapter of the Organization.

**9 MAJORITY SHAREHOLDER**

A shareholder in a corporation owning more than 50% of the issued and outstanding voting common stock in the company.

**10 MEMBER IN GOOD STANDING**

A Member of EO who is in compliance with all the Policies and Procedures of EO, is not in arrears on any financial obligations to EO or any authorized chapter, and has not been subject to suspension or expulsion by EO or any authorized chapter.

**11 ORGANIZATION**

EO and its authorized chapter.

**12 OWNER**

A sole proprietor of an unincorporated business, or sole shareholder of a corporation.

**13 QUALIFYING BUSINESS**

A business with an annual gross turnover of sales, or annual commission billing equal to or above such minimum levels as may be set from time to time by the Board, which is "for profit", and which is not a Venture-Backed Company, or a Venture-Backed Company as defined herein.

**14 PARTNER**

A company endorsed by EO in exchange for advantages or benefits to EO. A partner directly impacts Member experience with EO. Partners are comprised of four (4) categories:

1. Affinity Partner: A partner based on revenue share models with EO and in some instances with Chapters. An Affinity Partner offers discounts or special access to other unique advantages to EO Members, requiring direct action by the Member to enroll in the affinity program. An Affinity Partner can be a Global Partner or Regional Partner.
2. Global Partner: An organization with global reach or brand recognition whose relationship with EO is relevant to Members worldwide. A Global Partner may provide funds or in-kind contributions to EO Operations and/or benefits to EO Members. Global Partners are not based on revenue share models, but an Affinity Partner can also be a Global Partner.
3. Program Partner: An organization that provides funds or in-kind support limited to a specific EO program, such as EO Accelerator or EO GSEA.
4. Regional Partner: An organization with limited reach or brand recognition whose relationship with EO is relevant to Members of specific region(s). A Regional Partner may provide funds or in-kind contributions to EO operations and/or benefits to EO Members. Regional Partners are not based on revenue share models, but an Affinity Partner can also be a Regional Partner.

**15 SOLICITATION**

Any conduct prohibited within the Policies and Procedures of EO.



**16 SOLICIT**

(Excerpted from Webster's Revised Unabridged Dictionary):

To ask from *with* earnestness; to make petition to; to apply to for obtaining something; as, to solicit person for alms.

To endeavor to obtain; to seek; to plead for; as, to solicit a favor.

**17 WITHIN EO, THE OPERATIVE CONCEPT UNDERLYING SOLICITATION**

Is that you are asking someone to do something they have no prior motivation to do. It is irrelevant whether, after the solicitation, they choose to accept or reject the request.

**18 STRATEGIC ALLIANCES**

Affect the entire membership of EO by providing resources, research, and support to our initiatives and programs, without offering any specific benefits directly to Members.

**19 SPONSORS**

Provide funds or in-kind contributions directly to an authorized chapter, affecting only Members of that Chapter or to one specific event.

**20 SUSPENDED MEMBER**

Member of EO whose privileges of membership have been temporarily halted pending some action by the Board or an authorized chapter to determine the continuing status of that Member within EO.

**21 VENTURE-BACKED COMPANY**

A company with privately raised funds of at least US\$2,000,000 or publicly raised funds of at least US\$5,000,000, and a minimum of ten (10) full-time employees.



# APPENDIX A: PROCEDURES FOR GLOBAL LEADERSHIP

## 1.0 AUGUST - 31 AUGUST

Prepare for Upcoming PoL Process and Submit Position Information:

- 1.1 August: PoL Task Force updates dates for timeline in recruiting process (this document). Committee and Task Force Chairs and Staff Liaisons determine open positions for the next fiscal year.
- 1.2 Note: Each leadership position posted on the web site must have a job description and an application/application process to go with it.
- 1.3 15 August: Staff Liaison on behalf of Member Leaders emails the job descriptions and associated applications and/or application process documents for all open positions to the EO Tech Department (contact to be provided by PoL) to be posted.
- 1.4 31 August: EO Tech department will post all information.
- 1.5 Early-August: Committee/Task Force Chair determines open positions on the Committee/Task Force for next fiscal year.
- 1.6 Mid-August: Committee/Task Force Chair sends to the designated PoL website contact updated job descriptions and applications for open Committee, Task Force and Regional Council Directors positions for posting by 1 September. Committee/Task Force Chair descriptions remain the same from year to year unless changed by the Global Board because all Committees/Task Forces receive their authority and charge from the Global Board.

## 2.0 1 SEPTEMBER – 1 OCTOBER

(Post Online, Promote and Accept Applications):

- 2.1 1 September: Advertise (via Leadership News and EOupdate) Leadership Position Postings to EO Membership.
- 2.2 The Committee Chair and Staff Liaison to Committees and Task Forces proactively identify Member leader candidates for the open positions and extend personal invitations to apply. Committee Chair or designee coordinates with the Regional Chair in each Region, to ensure the Regional Chair (along with Region Staff Director) and Committee Members are aware of all potential candidates.
- 2.3 The Member leader candidate goes to EOnetwork.org to get further information on the leadership position(s), downloads and fills out the application, a requalification form



and an IP Agreement\*\* which constitutes a completed application. The forms should be returned to the Committee Staff Liaison or Staff designee who will at the time of receipt: 1) Update the Member Volunteer Application Spreadsheet (housed on the EO Intranet) and 2) Send acknowledgement that a completed application was received noting the PoL selection and notification timeline.

- 2.4 Note: All candidates offered a Member leader position must complete the application process including submitting a completed application, NDA and interview.
- 2.5 The Committee identifies a selection team to review and select candidates headed up by the Committee Chair. EO Staff responsible for Path of Leadership shall ensure that all applications are complete (e.g. agreements are signed and requalification forms are completed) and all applicants are eligible before they are entered into the Selection Processes as stipulated in the following.

### **3.0 1 OCTOBER: COMMITTEE/TASK FORCE CHAIR APPLICATIONS DUE**

- 3.1 The Committee/Task Force Chair, the Global Board Liaison and the Executive Team Liaison shall conduct interviews for the Committee/Task Force Chair-Elect positions after the application deadline (October 1) but before the November Global Board meeting. Before conducting the interviews, they shall review the candidate applications. Thereafter, they shall discuss the candidates with the Committee/Task Force before voting on the proposed candidates. For this vote only, the Executive Team Liaison and staff may vote. Thereafter, the Global Board Liaison and Committee/Task Force Chair shall notify the Global Board Chair-Elect of the vote results and any pertinent information regarding the results.

### **4.0 NOVEMBER BOARD MEETING (SELECTION OF SENIOR MEMBER LEADERS)**

The Global Chair-Elect submits to the Global Board his or her list of proposed Committee/Task Force Chair-Elects. If a proposed Committee/Task Force Chair-Elect is different than the Committee's/Task Force's recommendation, this difference should be noted on the list submitted to the Global Board.

- 4.1 The Global Board shall discuss the Global Chair-Elect's recommendation for each Committee/Task Force position, with a review of the Committee's/Task Force's recommendations and thereafter vote on the Global Chair-Elect's recommendations. If the Global Board rejects any of the Global Chair-Elect's recommendations, the Board will decide on a replacement or send the question back to the Committee/Task Force for another recommendation using the same process.
- 4.2 After the Global Board considers and approves the final list of Committee/Task Force Chairs, the Global Board Liaison for the Committee/Task Force will notify the approved Committee/Task Force Chair-Elect at the conclusion of the November Global Board Meeting. The Committee/Task Force Chairs shall notify all unsuccessful Committee/Task Force Chair candidates. The Board Liaison informs the candidates for incoming Regional Chairs, Committee Chairs and Task Force Chairs of acceptance or not. The goal is to have all positions filled (e.g. accepted) and communication to unsuccessful candidates completed on site but no later within a week of the Board meeting. The Board Liaison will also communicate to the respective leaders the deadline for completing selection and notifications of remaining Committee, Task Force and Regional Council Director (D's) positions completed by the end of February.





- 4.3 Committee and Regional Council Board Liaisons: The Board appoints the Board Liaisons to the Regional Councils based on the recommendation of the Chair-Elect.
- 4.4 Deadline for Compliance: Every attempt should be made to post or send an email to all qualified candidates during the Pol process and follow the application and interview schedules. If this is not possible, applications and interviews must take place after the set timeline.

## **5.0 AFTER NOVEMBER BOARD MEETING - BEFORE FEBRUARY BOARD MEETING (SELECTION OF REMAINING MEMBER LEADERS)**

After the November Board meeting, the incoming Board Liaison, Committee Chair-Elect and Staff Liaison begin the selection process for Committee Members, which include Subcommittee Chairs and Regional Council Directors. The Task Force Chair and Members follow the same Committee Member selection process. Regional Chair-Elects are involved in the selection of Regional Council Directors. By the end of February, all open remaining leadership positions are targeted to be filled led by the Regional Chair-Elects & Committee Chair-Elects.

### **6.0 1 DECEMBER**

Committee/Task Force Member applications are due including Subcommittee Chairs and Regional Council Directors:

- 6.1 Interviews are scheduled and conducted with results captured in a central database at least one interview per candidate. It must be verified during these interviews, that each candidate will be qualified until the end of the position's term. Additional interviews would be at the discretion of the Committee Chair-Elect.
- 6.2 Once interviews are complete, the appropriate CST assembles to review interview results and make selections of Subcommittee Chairs, Committee Members and Regional Council Directors. The Committee reviews the Regional Council Director slate selected per Region with each Regional Chair-Elect for agreement prior to target notification mid-December. Include appropriate leaders and staff in those communications (Region Staff Director, Committee Staff Liaison, and Committee Member Leaders responsible for selection). The Committee Chair-Elects are accountable to the Chair-Elect for making sure there is a successor for each Regional Council Director and Committee position.

### **7.0 DEADLINE FOR EXPERTS AND SUBCOMMITTEE MEMBERS: 15 JANUARY**

- 7.1 The application deadline for Experts and Subcommittee Members is 15 January. Experts will be appointed by Regional Chairs (with collaboration from functional committees) and Subcommittee Members will be appointed by Committee Chairs. Prior to the appointment, each applicant will undergo a check by the Governance Committee to ensure there are no pending issues or conflicts and all proper documentation will be verified.

### **8.0 TARGET DATE TO COMPLETE POL PROCESS: 28 FEBRUARY**

- 8.1 The goal is to complete the process and make notifications to successful candidates mid-February and to have confirmations of acceptance back by the target date of end of February.
- 8.2 The Committee Chair-Elect is accountable to the Global Board Chair-Elect for the succession for all positions other than the Chair. The current Committee Chair is



accountable to the Chair-Elect for Committee Chair-Elect succession. The Chair-Elect owns the entire succession plan.

- 8.3 Committee Chair-Elect or designated Committee Member makes official phone calls to successful candidates to extend invitations or delegates this job to another appropriate Member Leader(s).
- 8.4 Once an invitation is accepted for a position, a well-crafted, generic email is sent by the Committee Staff Liaison or designee to unsuccessful candidates for that position to notify them of the selection decision. The Committee Chair-Elect can opt to inform unsuccessful candidates by phone. If the candidate has been selected for another position, the candidate is given the option in this same communication. Ideally, options to fill other Committee positions are offered to 90% of unsuccessful candidates.
- 8.5 By first week of March, Committees are to have notified everyone and either have filled all vacancies or are working diligently on any final hard-to-fill spots before the March Board Meeting.

## 9.0 FEBRUARY GLOBAL BOARD MEETING

(Ratification of Remaining Member Leaders)

Ratification of Committee Members, Task Force Members and Regional Council Chairs will occur at the February Global Board meeting.

## 10.0 PRIOR TO GLC (ANNOUNCEMENT)

- 10.1 EO Global Chair announces and introduces successful candidates to Members attending GLC. This may not need to be done for each rank-and-file Committee Member but recognition should go to Regional Council Chairs. This is also announced in June Leadership News and the June (first week) Regional EO update.
- 10.2 At GLC (Training): Successful candidates attend GLC Leadership conference for training, if budget allows.
- 10.3 1 July: Term Begin



# APPENDIX B: PROCEDURES FOR GLOBAL BOARD ELECTIONS

## 1.0 BOARD NOMINATION COMMITTEE CREATION

- 1.1 The Board shall establish a Board Nomination Committee ("BNC") annually for the purpose of conducting the annual Board Selection Process ("BSP"). The BNC will convene for a term determined by the Board and shall provide a slate of candidates for each annual election.
- 1.2 The guiding principles of the BNC shall be:
  - a) Respect the spirit of EO membership;
  - b) Keep confidentiality of the identity of all BNC members except the BNC chair, whose identity shall be public and communicated to EO members;
  - c) Maintain independence and neutrality;
  - d) Develop a strong understanding of Board candidate pool;
  - e) Guarantee the confidentiality of Board candidate personal data and respectful handling of Board candidates' materials and information;
  - f) Encourage meaningful involvement of the EO membership;
  - g) Focus on cultural diversity and regional inclusion;
  - h) Balance continuous improvement of the BSP with a long-term sustainable approach to Board election.

## 2.0 BOARD NOMINATION COMMITTEE MEMBERSHIP

- 2.1 The organization, structure, and establishment of the BNC shall be in accordance with the following criteria:
  - a) The BNC shall be composed of the BNC chair plus six (6) to eight (8) members, in addition to the one (1) member of the Board who shall act as the BNC Board liaison. Subject to the limitations above, the total number of BNC members of each BNC shall be at the discretion of the BNC chair.
  - b) All members of a BNC must have served as Tier One or Tier Two Member Leaders (as defined in EO's Conflict of Interest Policy).
  - c) All members must be in good standing with the Organization and agree in writing to adhere to the terms and requirements of this Appendix B and any other requirements as published by the BNC chair and the Board from time to time.
  - d) Every effort will be made to have regional representation with no more than two (2) members, including the chair, being from the same region.
  - e) One (1) member must have served previously as a Global Board member, but



not within the past three (3) years. No more than one (1) member of BNC may have previously served as a Global Board member.

- f) Current Global Board members shall not be eligible to serve on a BNC.
- g) BNC members shall be prohibited from submitting an application for the Global Board for at least two (2) EO fiscal years following their term on the BNC.
- h) BNC membership, including the position of BNC chair, shall be limited to one (1) year terms unless otherwise agreed upon by the board.

## 2.2 BNC Chair

- a) The chair of the BNC shall be selected and appointed directly by the current Board.
  - i. The BNC chair shall not be a member of the Board or a current Regional or Committee chair.
  - ii. The BNC chair must have served as a past Tier 1 leader and as a Chapter President. The Board may elect to make an exception to this rule by majority vote.
  - iii. The BNC chair shall advertise and promote the creation of the BNC and conduct the BNC member appointment process by encouraging eligible members to apply for BNC membership. In order to do so, the BNC chair shall describe BNC tasks and BNC membership qualifications in a position and job description document to be shared with all BNC eligible EO members.
    - 1) The Board shall make recommendations to the BNC chair for the skill set needed for BNC membership.
    - 2) Once applications for BNC election candidates have been received by the BNC chair, such qualified candidates shall be submitted to the Governance Committee for review and validation of pending or closed investigations. The Governance Committee shall have the authority to reject candidates from the list provided to it by the BNC to prevent candidacies that do not align with EO's mission or values.
    - 3) The Global Board will ratify the members of the BNC per the standard process for Task Force members, but their names will not be made with the exception of the BNC chair.

## 3.0 BOARD NOMINATION COMMITTEE DUTIES

- 3.1 The BNC shall be responsible for managing the entire BSP through the November Board meeting.
  - a) The Board shall be responsible for ratifying BNC Board liaisons.
  
- 3.2 The BNC is to organize and supervise the execution of the annual BSP and Board elections, including, without limitation:
  - a) Annual time frame for BSP;
  - b) If required, adaption of the Board position and candidate specifications based on the Board's feedback;
  - c) Identification and pre-validation of Board candidates in an annual master list of candidates;
  - d) Creation of initial Master Annual List ("MAL") of eligible Board candidates;
  - e) Creation and proposal of an eligible Board candidate short list to the



Board.

#### 4.0 NOMINATION PROCESS

The call for nominations is done in an email from the Global Chair at the start of the application timeframe, posted in EOupdate, and promoted to select audience groups who are qualified for the position based on prior EO Global Leadership experience. The application period shall be from 1 August to 15 September each year.

##### 4.1 Best practices

- a) Each Region is encouraged to nominate two (2) or more Global Board candidates through the Path of Leadership (PoL) Committee. Regional Council nominations must be in accordance with the Regional Council voting process outlined in the EO Policies & Procedures (Section H, I, e).

##### 4.2 Applications

- a) The Member applying to the Global Board goes to the [eonetwork.org](http://eonetwork.org) web site and fills out the application, including two (2) reference letters, a revenue verification form and Intellectual Property Agreement.
- b) The application deadline is September, 15.
- c) The application deadline may only be extended by a majority vote of the BNC unless authorized in Appendix B. If the Board application deadline is modified or extended, any applications filed previously will be granted additional time for resubmission, if desired.
- d) The BNC shall have the discretion to accept individual late Board applications with prior disclosure of the circumstances to the BNC and if the majority of the BNC agrees.

##### 4.3 EO Staff responsible for Path of Leadership shall ensure that all applications are complete and all applicants are eligible before they are entered into the Selection Processes as stipulated in the following.

##### 4.4 15 September - 31 October: Review process

#### 5.0 CANDIDATE REVIEW PROCESS

5.1 The BNC shall ensure that it receives information and criteria on requirements, skills, and ideal candidate qualifications for Board election from the Board on a regular and ongoing basis in order to gain a deep understanding of the Board's needs. The Global Board shall submit a list of requirements for incoming Board members to the BNC by 30 May each year.

5.2 The BNC shall identify individuals and curate and validate the Master Annual List of qualified potential Board candidates. The MAL shall be presented to the Board for review and feedback by 16 October each year. The MAL shall contain all applicants who complete the fill section process, which shall include, without limitation:

- a) Adherence to the timelines set forth for applications with no exceptions;
- b) Submission of candidates to Governance Committee for review and input.



- c) Conduct a professional assessment and personal interview with all Board candidates;
  - d) Record all interviews;
  - e) Match candidate background with Board requirements;
  - f) Work with senior staff to incorporate EO staff feedback into the assessment process.
  - g) The MAL is created and submitted to the Board along with an explanation of any candidate who applied but did not complete the selection process.
- 5.3 Following receipt of feedback from the Board on the MAL to be provided no later than one week after submission of the MAP, the BNC shall subsequently create a Candidate Short List ("Short List") by majority vote, with a minimum of two (2) candidates per each open Board position, unless there are fewer candidates that would meet this requirement. The BNC reserves the right to indicate if any of the shortlisted candidates are not qualified. There shall be no limit to the maximum number of qualified candidates the BNC can include on the Short List.
- 5.4 The BNC may determine it is appropriate or necessary to submit fewer than the minimum number of candidates mandated in Section 5.3, above, upon prior consultation with and authorization of the Board.
- 5.5 The Short List, along with all supporting documentation used in the selection process, including but not limited to applications, forms, assessments, interview videos, and scoring rubrics, will be presented to the Board and senior staff no later than two (2) weeks before the start of the November Board meeting. Documentation on candidates not selected for the Short List will not be provided to the Board.
- 5.6 If the Board would like to add a candidate for consideration who has submitted an application but was not included in the Short List, the Board may include additional candidates by motion with approval by simple majority. Board members will then be provided supporting documentation for the new candidate with time to review before the voting process commences. To allow for that, Board members are encouraged to notify the Chair of their intention to make a motion as soon as possible.

## 6.0 VOTING PROCESS FOR SELECTION OF INCOMING DIRECTORS TO THE EO GLOBAL BOARD

- 6.1 Participation in the Voting Process
- a) The Chief Executive Officer and Executive Team shall be included in the process. They are invited to listen to the interviews, review the applications and put forward their thoughts on leadership. Only voting members of the Board shall be present for decision making discussions and voting.
  - b) All Board members must read all of the candidate applications, listen to all of the interview calls and review all of the materials collected. All Board members are required to comply with these steps in order to be eligible to vote - the BNC liaison will ask all Board members individually if they listened and reviewed the applications.
- 6.2 Confidentiality Reminder - what is said stays in the room.



- 6.3 BNC Chair presents the Short List, answers any questions posed by the Board and then departs the meeting. The executive team departs the meeting.
- 6.4 CEO provides comments on the candidate Short List and then departs the meeting.
- 6.5 Candidate Review and Preparation for Discussion & Voting
- a) Voting members of the Board and the Secretary of the Board are the only individuals permitted to remain in the room during voting
  - b) Conflict of Interest Check (Ask if there are any conflicts of interest between the applicants and current Board Members)
  - c) Declaration - Each board member declares any communication with applicant after receiving application.
  - d) Review of the Ground Rules
    - i. Expectations
    - ii. Process – Timeline
    - iii. Secret Vote Process - Weighted Votes
  - e) Review Criteria  
The Board Chair shall set forth the review criteria which may be used to discuss each applicant and the parameters for sharing including time to speak etc.
  - f) Needs of the Board
    - i. Special Skills & Experience (Finance, Technology, etc.)
    - ii. Board representation aligned with organizational demographics.
    - iii. Any other concerns brought forth by the Board.
  - g) Review application and interview data, testing & Chief Executive Officer and SVP's Feedback and Phone Interviews.
    - i. Anything jump out good or bad?
    - ii. Red flags? Surprises?
    - iii. Questions
    - iv. Assessments or Tests
- 6.6 FINAL SELECTION STEP 1: INITIAL VOTING
- a) The Board will discuss each candidate.
  - b) Each Board member has the right to cast three (3) votes and must apply them to three (3) separate candidates.
  - c) All candidates with at least one vote continue on to Step 2 of the voting process.
  - d) Ideally, the maximum number of applicants that would advance to Step 2 of the final selection stage is six, or up to two times the number of open Board positions.
- 6.7 STEP 2: WEIGHTED VOTING
- a) The Global Board will again discuss the candidates.
  - b) Each current Board member must list and rank their top three (3) Board candidates in Step two (2) of the voting process. Board members must vote for three (3) different candidates and fill out all three (3) slots. Votes will be weighted as follows:
    - i. #1 choice = 3 votes
    - ii. #2 choice = 2 votes



- iii. #3 choice = 1 vote
- c) The three (3) individuals with the greatest number of votes will be elected to the Board, provided that at least fifty percent (50 %) of the Board members voted for them.
- d) In the event of a tie, the Board will discuss only the tied candidates and revote with only one vote per Board member. Discussion and revote will continue until the final Board slots are filled.
- e) If any of the top three (3) individuals received votes from less than fifty percent (50%) of the Board members, then the Board will discuss only the candidate(s) with less than fifty percent (50%) support and the candidate that ranked fourth and re-vote with only one vote per Board member. Discussion and re-vote will continue until the final Board slots are filled.
- f) Once the three (3) open mandatory positions are filled, the Board shall decide whether to fill any vacancies or any optional two- (2) year positions, or any optional two- (2) year or three (3) year independent, non-voting positions.
- g) If the Board decides to fill any vacancies or a two- (2) year position, the Board shall choose from those applicants who proceeded to Step two (2) in the voting process by each casting one (1) vote for the applicant the Board member would like to select for the vacancy or two-year position. If the Board decides to fill any two (2) year or three- (3) year independent, non- voting positions, the Global Board shall select and approve by a two-thirds (2/3) vote.
- h) Notwithstanding anything else to the contrary, the Board has the discretion to reject any and all applicants by majority vote at any time during the voting process described above and, may postpone the selection process of the vacant seats, whether mandatory or otherwise, until a suitable applicant is found and agreed by at least fifty (50%) of the Global Board Members.

## 7.0 CONCLUSION OF NOVEMBER BOARD MEETING

- 7.0 Successful candidates will be called and invited to join Board typically on site within the duration of the board meeting. All selections are to remain confidential until the Board slate is sent via EO update.
- 7.1 Unsuccessful candidates will be called and notified of the selection decision by the BNC Chair ideally by the conclusion of the Board meeting.
- 7.2 The Secretary of the Board is to be notified when each call is complete.

## 8.0 RATIFICATION OF NEW GLOBAL BOARD MEMBERS

- 8.1 Member ratification process - Board slate is sent via EOupdate.
- 8.2 The Membership shall have fifteen (15) calendar days after distribution of EOupdate to ratify the Directors, and this process must be completed by 15 December at the latest. The Membership shall vote on each proposed individual rather than the entire slate.
- 8.3 For a member's vote on the Board slate to be considered valid, he/she shall vote yes, no or abstain for each proposed individual on the slate. A majority of votes actually cast shall constitute approval of a candidate, regardless of the number of votes.
- 8.4 EO Global Chair announces and introduces new candidates to Members attending





GLC. Asks each candidate in attendance to stand and be recognized.

8.5 1 July term begins.

## 9.0 EXCEPTIONAL CIRCUMSTANCES

The Board may, in its discretion, approve deviations from the dates in the nomination process timeline on account of exceptional circumstances by majority vote. Any changes to the substantive process shall require a resolution of the Board amending this Appendix B by majority vote.

## 10.0 SELECTION PROCESS FOR CHAIR OF THE GLOBAL BOARD

10.1 General:

- a) Global Board Chair will be elected by a Global Board vote in the first in-person Global Board meeting of the calendar year.
- b) All existing Voting Board Members will be eligible for Chair in the 3rd year of their Board Service except for Board Members installed before October 2015, who are also eligible for Chair in the 4th year of their Board service. All first year Global Board Members are automatically included in the election process for Global Board Chair-Elect unless they expressly opt-out. Opt-out notifications must be submitted to the Global Board Chair by the January Global Board meeting.
- c) All Global Board Members will vote, even if they are Chair-Elect candidates.

10.2 First Round - Rank-Ordered Weighted Voting:

- a) Candidates shall make a presentation to the Global Board explaining their reasons and competencies for being Chair.
- b) The candidates will leave the room and the Chief Executive Officer will give the Executive Team's feedback/perspective on the candidates. The remaining Board Members will discuss the candidates.
- c) The candidates will be invited back into the room.
- d) Each current Global Board Member must vote by listing and ranking their top two Global Board Chair candidates. Global Board Members must vote for two different candidates. Votes will be weighted as follows:
  - i. #1 choice = 2 votes
  - ii. #2 choice = 1 vote
- e) If the candidate with the greatest number of votes also has the majority of the Global Board Members voting for him or her, that candidate will be selected as Chair-Elect automatically, unless the results are so close that a motion for a second round receives support from the majority of the Board Members.
- f) If the candidate with the greatest number of votes does not have the majority of the Global Board Members voting for him or her the Board shall have a second round of voting.
- g) In the event of a tie for the first spot:
  - i. The tied candidates will leave the room.
  - ii. The Global Board will discuss only the tied candidates.



- iii. The candidates will return to the room and the Board will revote with only one vote per Global Board Member.
  - iv. Discussion and revote will continue until a Chair-Elect is selected by majority vote.
- h) In the event of a tie for the second spot:
- i. If the top candidate has the majority of the Global Board Members voting for him or her, Section 3.5 applies.
  - ii. If the top candidate does not have at least 50% of the Global Board Members voting for him or her, the tie must be broken.
  - iii. The tied candidates will leave the room
  - iv. The Global Board will discuss only the tied candidates
  - v. The candidates will return to the room and the Board will revote with only one vote per Global Board Member.
  - vi. Discussion and revote will continue until the tie is broken by majority vote and we have the final two candidates for Chair.
- i) Once we have the top two candidates, the Second Round of Voting specified in Section 13.3 applies.

#### 10.3 Second Round - Single Votes:

- a) The two (2) candidates will leave the room and the remaining Global Board Members will discuss only the two (2) candidates.
- b) The candidates will return to the room and the Board will vote with only one vote per Global Board Member.
- c) Discussion and revote will continue until a Chair-Elect is selected by majority vote.
- d) Member Ratification of the Selected Chair is required even though all Board Members were previously ratified by Membership when they entered the Board.

#### 10.4 Voting Process to fill Board Vacancies:

In the event of a Board vacancy due to resignation, removal or death of a Board Member, as contemplated in Article VI, Section 5.11 of the Bylaws, the Board shall fill the vacancy for the remainder of the term of the vacant position as follows:

- a) Select a Board Member in the next Board Selection Process; or
- b) Select a Board Member from the last class of applicants of the Board Selection Process, subject to confirming their availability and willingness to be considered as a Board candidate, and following the voting process specified for Incoming Directors of the Global Board as above; or
- c) If none of the above provides a solution, then the Board may select a Board Member in another fashion, subject to two-thirds agreement of the Board.



# APPENDIX C: COMMITTEES

STANDING COMMITTEES	MISSION/PURPOSE
Governance	<p>To include enduring unilateral review, compliance and approval with Charter Documents at all levels, oversight of the Organization's legal issues, General Counsel and audit responsibilities as well as resolution of internal and external matters relating to EO's mission. The Governance Committee reserves the right to hold the EO Global Board accountable to its Bylaws and procedures, when special circumstances support this level of oversight. The Governance Committee has the right to investigate and recommend to the Board the appropriate action on all issues not specifically covered within the current by-laws with all entities throughout the organization, with the EO Global Board only able to "veto" any matters that do not pertain to the Board itself.</p>
Finance	<p>The Standing Finance Committee shall provide oversight for long-term financial planning and analysis, the audit process, review of annual budgets, management of EO's financial investments, and overall financial oversight and guidance to each of the regions and committees.</p> <p>The SFC may recommend financial policies, procedures and processes for adoption. The Standing Finance committee purpose is to advise and report to the EO Board. The Standing Finance Committee shall be composed of:</p> <ul style="list-style-type: none"> <li>• The Standing Finance Chair, who is a member of the Board, appointed by the EO Chair-Elect and ratified by the Board annually</li> <li>• Two (2) additional members of the Board, who are appointed</li> </ul>



	<p>by the EO Chair-Elect and ratified by the Board annually (non-voting)</p> <ul style="list-style-type: none"> <li>• One (1) Governance Liaison (non-voting)</li> <li>• One (1) Past SFC Chair (non-voting)</li> <li>• Ten (10) Global Finance Directors each representing one region.</li> </ul> <p>The subcommittees of SFC shall include Financial Audits and Tax, Investments and Reserves, Budgets, Quarterly Reviews and Planning, and Region and Committee Finances. Each subcommittee shall assign a chairperson, who will be a Global Finance Director. Each Global Finance Director shall be assigned to a subcommittee. The SFC reserves the right to add members to the subcommittee. The Region and Committee Finances subcommittee shall be composed of ten (10) Global Finance Directors and ten (10) Regional Finance Directors, each representing one region. The motion passed; 6 in favor, 1 against, 3 abstentions.</p>
COMMITTEES	MISSION/PURPOSE
1. External Engagement	To execute EO's strategic priorities by engaging external resources, entrepreneur ecosystems and/or communities.
a. GSEA	Responsible for ensuring the health, growth and chapter adoption of the Global Student Entrepreneur Award Programs.
b. Accelerator	Responsible for ensuring the health, growth and chapter adoption of the EO Accelerator Program.
c. Mentorship	To further EO's mission of engaging leading entrepreneurs to learn and grow by offering mentorship opportunities to EO members and the greater entrepreneurial ecosystem.
d. External Relations	To build relationships with third-party organizations (including conference organizers) that enable EO to pursue its strategic priorities.
2. Forum	To support EO Forum by expanding and evolving the offerings to include a fitting Forum experience for all EO members and others in the Member Ecosystem. This will be accomplished by maintaining high standards in training, member leadership and the continuing development of products and services that drive this mission.
a. Regional Forums	To support the health, growth and integration of non-chapter Forum products into the Member ecosystem.
b. Trainers	To create and improve training and facilitate operations/process for all Forum products.



c. Lead Forum Experts	Lead Forum Experts are part of the Forum Committee, but since they are not subcommittees, please remove the purpose statements for this area.
3. Global Communications	To increase the internal and external awareness of the value of EO.
4. Global Membership	To remove the barriers to growth.
a. Chapter Launch/ New Growth Market	Connecting EO to new places by launching quality chapters with a Global mindset.
b. Member Recruitment	To support member leaders with a pipeline and strategies to inspire growth of qualified EO members.
5. Member Engagement	
a. Member Integration	To maximize the value of a member's first 24-month journey by immersing them in relevant EO products on a structured path.
6. Leadership	To define and measure entrepreneurial leadership, provide member and EO leader learning content and programming, and inspire members to assume EO leadership roles to both further their own leadership journey and serve the organization.
a. Strategy Summit	To organize and facilitate strategic planning sessions for incoming chapter presidents and their board members that will create alignment, momentum, and accountability. Build a community of facilitators and trainers which serves as ambassadors for EO and as scouts for leadership talent.
b. Leadership Development	To research, develop and execute leadership programs for all levels of EO leadership to prepare our members for effective leadership in EO.
c. Path of Leadership (PoL)	To create an open, fair and effective process for members to learn about and apply for global leadership positions and to bring awareness to EO leadership opportunities and recruit EO's future leaders.
7. Learning	The Global Learning Committee is EO's strategic resource for chapter, regional and global learning programs. We aim to provide transformational experiences that bring value to the home of every member.
a. Global Executive Education	To ensure quality, enhancement and evaluation of existing executive education portfolios, leverage existing educational partner relationships, and provide research and recommendations for future programs/partnerships, and oversee development of new programs.



b. Global Events	To enhance member value by engaging in once-in-a-lifetime learning experiences around the world.
c. Virtual Learning	To quench members' thirst for learning through on-demand resources.
8. MyEO	To inspire members to curate custom experiences, engagement and connections and drive member value.
9. Strategic Alliances	To establish new and nurture existing strategic partnerships, which create long-term value for EO as an organization, EO members and the partners themselves, in collaboration with EO Staff and member counterparts at the chapter and regional level.

## APPENDIX D: CHAPTER AGREEMENT

This Authorized Chapter Agreement (this "Agreement") is entered into and effective as of [date]

("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 [Chapter Legal Name], a [Chapter business entity type including place of incorporation] with a principal place of business [Chapter official address (for notices)] ("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 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 applied to EO for authorization to operate as an authorized EO chapter;

WHEREAS, EO has verified that Chapter has met the minimum requirements operate as an authorized EO chapter, has determined that Chapter is qualified to operate as an authorized chapter, and has approved Chapters operating 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 subscribe 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 currently in effect is 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](http://www.eonetwork.org) are incorporated herein by this reference.
  - 1.3. Relationship of the Parties. EO grants the Chapter the authority to organize and operate as an authorized EO chapter, and the Chapter agrees to 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. 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 License. EO authorizes the Chapter to use EO's name, EO materials protected by copyright, patents, utility models, domain name, trade secrets, trademarks, service marks, brand, branding, design and design elements, publicity, moral rights, design, know-how, and any other applicable intellectual property ("Intellectual Property"). As long as this Agreement remains in effect, the Chapter shall use the name "Entrepreneurs' Organization," "EO," 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 be in compliance with the Entrepreneurs' Organization Marks policy, 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 incorporated herein by this reference. Additionally the Chapter shall meet satisfy EO's policy, entitled "Minimum Standards and Chapter Formation and Good Standing"; a copy of which is attached hereto as Appendix D and incorporated herein by this reference.
    - 3.2. Regional Chapter Requirements. Pursuant to section 10.5 of 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 or Link 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 EO membership dues and renewal information through EOnetwork.org or by means of direct bank transfer payments to EO, and shall provide progress and financial reports to EO on an annual basis, or when requested.
- c) The Chapter shall obtain and maintain any insurance required by any governmental authority and/or when 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 all of its activities with the applicable EO Regional Council. No chapter is exempt from this requirement.

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 shall 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. Confidentiality**

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.

#### **5. Privacy, Security, and Cross-Border Transfers of Data.**



- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.

- 5.7. 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.
- 5.8. 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.
- 5.9. 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.

## **6. Term and Termination:**

- 6.1. 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
- 6.2. Termination by EO. EO may terminate this agreement at any time upon fifteen (15) days' written notice.
- 6.3. Termination by Chapter. Chapter may terminate this Agreement at any time by providing sixty (60) days' written notice.
- 6.4. 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; or
  - 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 or breaches Sections 4 (Confidential Information) or 5 (Privacy, Security, and Cross-Border Transfers)

6.5. 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 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; and
- c) liquidate all of its assets.

If the Chapter fails to take these actions 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.

6.6. 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.

6.7. 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.

## 7. Miscellaneous

7.1. 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.

7.2. 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.



- 7.3. 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.
- 7.4. 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.
- 7.5. Amendment. This Agreement may only be amended, modified, or supplemented by an agreement in writing 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.
- 7.6. 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.
- 7.7. 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 federal court located in the Eastern District of Virginia in any legal suit, action, or proceeding arising out of or based upon this Agreement. Each Party waives any objection it may have now or hereafter to the laying of the venue of any such suit, action or proceeding or any claim that any action or proceeding brought in such court has been brought in an inconvenient forum, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. Each Party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement and the transactions contemplated hereby. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.
- 7.8. 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.



7.9. 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.

7.10. 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 to be executed by their respective duly authorized representatives as of the Effective Date.

ENTREPRENEURS' ORGANIZATION

[CHAPTER NAME]

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX E: RISK MATRIX

<b><u>Risk Matrix:</u></b>
Bungee Jumping
Scuba Diving
Skydiving
Horseback riding
Race car Driving



Parasailing
Ski
Snowboarding
Balloon
People flying in, on, or under anything other than a commercial aircraft with a minimum passenger count of 10
Closed course race, exhibition or experience-based events, such as car racing, motorcycle racing, dirt bike / RZR / SxS racing, and potentially even go-kart driving (anything with motorsports other than a spectator role)
This list is meant to provide a baseline of events that the EO Organization finds to be higher risk, sound judgement must be applied when evaluating the risk of any activity or event that may not be included here

## APPENDIX F: MINIMUM STANDARD CHECKLIST

## PRESIDENT

1. Chapter renews at 70 percent or more
2. Average member value is higher than 6.0 (out of 10) on the All Member Survey with at least a 30 percent response rate
3. Core board positions (President, Membership, Learning, Forum, Communications) are in place with no multiple positions
4. At least one chapter board member attends the GLC, preferably President or President-Elect

## COMPLETED

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## LEARNING

1. Chapter holds at least four business or personal development learning events per fiscal year

## COMPLETED

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## FORUM

1. At least 80 percent of the chapter is Forum trained
2. At least 80 percent of new members are placed in a Forum within three months of joining
3. Chapter has two complete Forums

## COMPLETED

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## COMMUNICATIONS

1. Chapter must have a quarterly newsletter

## COMPLETED

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## FINANCE

1. Local dues are set at no less than US\$1,000
2. Current fiscal year budget is on file with EO

## COMPLETED

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## MEMBERSHIP

1. Chapter has 20 or more members on 30 June of each fiscal year
2. Chapter brings on at least two new members every fiscal year

## COMPLETED

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## CHAPTER NAME

