

**AMENDED AND RESTATED BYLAWS
OF
THE HOUSTON ANGEL NETWORK, INC.**
(Last Revision: January 24, 2023)

**ARTICLE I
OFFICES**

1.01. Principal Office. The principal office of The Houston Angel Network, Inc., a Texas non-profit company (the “Company”) in the State of Texas shall be located in the City of Houston, County of Harris. The Company may have such other offices, either within or without the State of Texas, as the Board of Directors of the Company (the “Board”) may determine or as the affairs of the Company may require from time to time.

1.02. Registered Office and Registered Agent. The Company shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Company Act. The registered office may be, but need not be, identical with the principal office of the Company in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

**ARTICLE II
MEMBERS**

2.01 Classes of Members. The Company will have one class of members, each an “Accredited Investor” as such term is defined by Regulation D of the Securities Act of 1933, as amended.

2.02 Admitting Members. Natural persons and institutions may be admitted to membership in the Company by the Board or a committee designated by the Board to handle such matters. The Board or a Board-designated committee may adopt and amend application procedures and qualifications for membership in the Company. An affirmative vote of the majority of the directors or a Board-designated committee present and voting is required for admitting any applicant who meets the membership qualifications then in effect. Any institutional member may only act through one (1) designated representative.

2.03 Membership Fees. The Board may establish and change the amount of an initiation fee, if any, the annual dues and any special assessments payable to the Company by members.

2.04. Voting Rights. Each member is entitled to one vote on each matter submitted to a vote of the members.

2.05. Resolving Disputes. For the resolution of any dispute by and between the Company and a member or any prior member, the dispute shall be submitted to binding arbitration in Houston, Texas. Any such arbitration shall be conducted under the auspices of, and pursuant to the rules of, the American Arbitration Association (“AAA”) as then in effect, or such other procedures as the parties may agree to at the time, before a tribunal of three arbitrators, one of which shall be selected by each of the parties to the dispute and the third of which shall be selected by the two arbitrators previously elected. If a party fails to appoint an arbitrator within 30 days from the date a “Demand to Arbitrate” was made under Rule 6 of the AAA, the AAA shall make the appointment of the arbitrator. Should any of the arbitrators appointed die, resign, refuse or become unable to act before a decision is given, the vacancy shall be filled by the method set forth in this clause for the original appointment. Any award issued as a result of such arbitration shall be final and binding between the parties, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought.

2.06 Termination of Membership. The Board may terminate the membership of a member at any time, with or without cause, and without prior notice.

2.07 Transferring Membership. Membership in the Company is not transferable or assignable. Membership terminates when the Company dissolves or a member dies. Membership is not a property right that may be transferred after a member dies.

2.09 Waiving Interest in Corporate Property. The Company owns all real and personal property, including all improvements located on the property, acquired by the Company. A member has no interest in specific property of the Company. Each member waives the right to require partition of all or part of the Company’s property.

ARTICLE III **MEETINGS OF MEMBERS**

3.01 Annual Meeting. An annual members’ meeting will be held each year at a time that the Board designates. At the annual meeting, the members will elect directors and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board will call a special meeting of the members, as soon as possible, to elect directors.

3.02 Special Meetings. Special meetings of the members may be called by the President, the Board, or a majority of the voting members.

3.03 Place of Meeting. The Board may designate any place, inside or outside Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board. If the Board does not designate the place of meeting, the meeting will be held at the Company’s registered office in Texas.

3.04. Notice of Meeting. Written or printed notice of any members’ meeting, including the annual meeting, will be sent by mail or e-mail to each member entitled to vote at the meeting

not less than 10 nor more than 60 days before the date of the meeting. The record date for determining the members entitled to notice of any meeting of members will be established by the Board, and will be not less than 10 nor more than 60 days prior to the date written notice of the meeting is delivered to the members. After fixing the record date, the Board will cause to be prepared an alphabetical list of all members entitled to notice of any meeting of members. Notice by either mail or e-mail will be given by or at the direction of the President or Secretary, or the officers or persons calling the meeting. If all of the members meet and consent to holding a meeting, any corporate action may be taken at the meeting regardless of lack of proper notice.

3.05 Eligibility to Vote at Members' Meeting. A member in good standing is entitled to vote at a meeting of the members of the Company. A member in good standing is one who has paid all required fees, dues, and other charges and is not suspended as of the date of the meeting.

The record date for determining the members entitled to vote at any meeting of members will be established by the Board, and will be not less than 10 nor more than 60 days prior to the date written notice of the meeting is delivered to the members. After a record date is fixed, an alphabetical list of members entitled to receive notice, including their addresses and number of votes each is entitled to cast, will be prepared. The list will contain a listing of members entitled to vote at the meeting but not entitled to receive notice and will be available for inspection at the principal office of the Company from two business days after notice is given until the meeting is held. Any member entitled to vote at the meeting is entitled to access to the list for the purpose of communicating with other members. The member or the member's agent or attorney may make the inspection on written demand and copy the list at a reasonable time and at the member's expense.

3.06 Quorum. Members holding a majority of the votes that may be cast at a meeting who attend the meeting in person will constitute a quorum at a meeting of members. The members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if enough members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required for a quorum. If a quorum is not present at any time during a meeting, a majority of the members who are present may adjourn and reconvene the meeting once without further notice.

3.07 Actions of Membership. The membership will try to act by consensus. However, if a consensus is not available on a matter or proposal, the vote of a majority of voting members in good standing, present and entitled to vote at a meeting at which a quorum is present, is enough to constitute the act of the membership unless law or the Bylaws require a greater number. Voting will be by ballot.

3.08 Proxies. A member entitled to vote at a meeting of members of the Company may vote by proxy. All proxies must be in writing, bear the signature of the member giving the proxy, and must specify the date on which they are executed. No proxy is valid after 11 months from the date of its execution, unless the proxy specifically states a later date. Proxies are not valid if they purport to be valid to an indefinite date in the future or if they purport to be valid for more than five years from their date of execution.

3.09 Voting by Mail. The Board may authorize members to vote by mail or e-mail on the election of directors or on any other matter that the members may vote on.

ARTICLE IV **BOARD OF DIRECTORS**

4.01. General Powers. The affairs of the Company shall be managed by its Board. Directors need not be residents of Texas.

4.02. Number, Qualification, Tenure and Election. The number of directors shall be fixed by the Board from time to time; and shall initially be eight (8) members comprised of seven (7) members and the current President. Directors shall serve for a two (2) year term, with one-half (1/2) of the directors to be elected by the members each year, to serve until the second annual meeting of members thereafter, and until his or her successor shall have been elected and qualified, unless sooner terminated by death, resignation or removal; provided, however, that the Board shall have the discretion to nominate a director for only a one-year term. The nominating committee of the Board shall nominate members to fill the Director slate for the annual meeting. Prior to any meeting at which the election of a director occurs, a member may nominate a person to be elected as director with the second of any other member. A person who meets any qualification requirements to be director and who has been duly nominated may be elected as director. A member shall not be qualified to serve as a Director unless he or she is in good standing and has been active in the activities of the Company.

4.03. Chairman. Meetings of the Board shall be called and presided over by a Chairman, who shall be elected by the Board.

4.04. Regular Meetings. A regular quarterly meeting of the Board shall be held on the dates scheduled by the Board immediately following the Annual Meeting of Members. The Board may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without notice other than such resolution.

4.05. Special Meetings. Special meetings of the Board may be called by or at the request of the President or Chairman. A special meeting of the Board shall be called by the Secretary whenever requested in writing by a majority of the directors.

4.06. Notice. Notice of any special meeting of the Board shall be given at least two days previously thereto by written notice delivered personally or sent by mail or e-mail to each director at his or her address as shown by the records of the Company. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by e-mail, such notice shall be deemed to be delivered when sent. Any director may waive notice of any meeting in writing. All such written waivers shall be filed with the minutes of such meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the

meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

4.07. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any regular or special meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Officers attend the board meetings but, with the exception of the President, are not counted towards the quorum and are non-voting.

4.08. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws.

4.09. Vacancies. Any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the Board. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, or until his or her successor qualifies, or until his or her earlier death, resignation or removal.

4.10. Powers. No director, officer or employee of this Company shall have the power to incur any indebtedness or liability on behalf of the Company, except (i) as specifically authorized by the Board, (ii) in accordance with the annual budget approved by the Board, subject to the limitations set forth therein, or (iii) in accordance with the following authority matrix:

Officer or Employee	Authorization Limit
President	\$2,000
Vice President	\$1,000
Treasurer	\$500
Managing Director	\$500

4.11. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if (i) a consent in writing setting forth the action so taken shall be signed by majority of the directors, or (ii) an e-mail setting forth the action so taken shall have been sent and affirmatively responded to by majority of the directors.

ARTICLE V

OFFICERS

5.01. Officers. The officers of the Company shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers, including additional Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties

prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.02. Election and Term of Office. The officers of the Company shall be elected and approved by the Board at its first meeting following the annual meeting of members. If the election of officers shall not be held at such meeting, such selection shall be made and announced as soon thereafter as possible. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

5.03. Succession Process. From time to time, the Board may designate a succession process for the officers of the Company, for the purpose of ensuring continuity and providing adequate training and preparation for the Company's officers. Subject to change by the Board, the initial succession process shall be that (i) the Vice President shall be the President-Elect for the following year, and (ii) the President shall become the Chairman for the following year; provided, however, that at any election of officers, the Board shall have absolute discretion to disregard this succession process and elect different persons for these offices if the Board believes that it is in the best interests of the Company to do so.

5.04. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.06. President. The President shall be the principal executive officer of the Company and shall in general supervise and control all of the business and affairs of the Company. He or she may sign, with the Secretary or any other proper officer of the Company authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer, Managing Director, or agent of the Company; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.07. Vice President. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or Board.

5.08. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Company; receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies, or other depositaries as shall be selected in accordance with the

provisions of Article V of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board. The Treasurer shall make a written report of the finances of the Company at each regular meeting of the directors, and at such other time as the directors shall require.

5.09. Secretary. The Secretary shall keep the minutes of the meetings of the Board, or arrange for transcription of such minutes of meeting by an assistant secretary, in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

5.10. Assistant Treasurers and Assistant Secretaries. If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board.

ARTICLE VI **COMMITTEES**

6.01. Committees of Directors. The Board, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees which shall include a nominating committee, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Company. However, no such committee shall have the authority of the Board in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any director or officer of the Company; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Company; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Company; authorizing the voluntary dissolution of the Company or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Company; or amending, altering, or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed on it or him or her by law. Committees shall at all times remain subject to the control and supervision of the Board.

6.02. Other Committees. Other committees not having and exercising the authority of the Board in the management of the Company may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the

President of the Company. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Company shall be served by such removal.

6.03. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the directors of the Company and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

6.04. Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

6.05. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6.06. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

6.07. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

7.01. Contracts. The Board may authorize any officer or officers, agent or agents of the Company, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and delivery any instrument in the name of and on behalf of the Company. Such authority may be general or confined to specific instances.

7.02. Checks and Drafts. Subject to Section 4.10 herein, all checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Company shall be signed by such officer or officers, agent or agents of the Company and in such manner as shall from time to time be determined by resolution of the Board.

7.03. Deposits. All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositaries as the Board may select.

7.04. Gifts. The Board may accept on behalf of the Company any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Company.

ARTICLE VIII

INDEMNIFICATION

8.01. Persons. The Company shall indemnify to the extent provided in Sections 8.02, 8.03 or 8.04 of this Article:

(a) any person who is or was a director, officer, agent or employee of the Company; and

(b) any person who serves or served at the Company's request as a director, officer, agent, employee, partner or trustee or another Company, or of a partnership, joint venture, trust or other enterprise.

8.02. Extent in Derivative Suits. In case of a suit by or in the right of the Company against a person named in Section 8.01 by right of his or her holding a position named in Section 8.01, the Company shall indemnify him, if he or she satisfies the standard in Section 8.03, for expenses (including attorneys' fees, but excluding amounts paid in settlement) actually and reasonably incurred by him or her in connection with the defense or settlement of the suit.

8.03. Standard in Derivative Suit. In case of a suit by or in the right of the Company, a person named in Section 8.01 shall be indemnified only if:

(a) he or she is successful on the merits or otherwise; or

(b) he or she acted in good faith in the transaction which is the subject of the suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company. However, he or she shall not be indemnified in respect of any claim, issue or matter as to which he or she has been adjudged liable for negligence or misconduct in the performance of his or her duty to the Company unless (and only to the extent that) the court in which the suit was brought shall determine, upon application, that despite the adjudication, but in view of all the circumstances, he or she is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

8.04. Extent in Non-Derivative Suits. In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Company, together hereafter referred to as a non-derivative suit, against a person named in Section 8.01 by reason of his or her holding a position named in Section 8.01, the Company shall indemnify him or her, if he or she satisfies the standard in Section 8.05, for amounts actually and reasonably incurred by him or her in connection with the defense or settlement of a non- derivative suit as:

(a) expenses (including attorneys' fees);

(b) amounts paid in settlement;

(c) judgments; and

- (d) fines.

8.05. Standard in Non-Derivative Suits. In case of a non-derivative suit, a person named in Section 8.01 shall be indemnified only if:

- (a) he or she is successful on the merits or otherwise; or
- (b) he or she acted in good faith in the transaction which is the subject of the non-derivative suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, he or she had no reason to believe his or her conduct was unlawful. The termination of a non-derivative suit by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to satisfy the standard of this Section 8.05(b).

8.06. Determination That Standard Has Been Met. A determination that the standard of Section 8.03 or Section 8.05 has been satisfied may be made by a court. Or, except as stated in Section 8.05(b), the determination may be made by:

- (a) a majority of the directors of the Company (whether or not a quorum) who were not parties to the action, suit or proceeding; or
- (b) independent legal counsel in a written opinion.

8.07. Proration. Anyone making a determination under Section 8.06 may determine that a person has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.

8.08. Advance Payment. The Company may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under Sections 8.01 through 8.07, if:

- (a) the Board authorizes the specific payment; and
- (b) the person receiving the payment undertakes in writing to repay unless it is ultimately determined that he or she is entitled to indemnification by the Company under Section 8.01 through Section 8.07.

8.09. Non-Exclusive. The indemnification provided by Sections 8.01 through 8.07 shall not be exclusive of any other rights to which a person may be entitled by law, Bylaw, agreement or disinterested directors, or otherwise.

8.10. Continuation. The indemnification and advance payment provided by Sections 8.01 through 8.08 shall continue as to a person who has ceased to hold a position named in Section 8.01 and shall inure to his or her heirs, executors and administrators.

8.11. Insurance. The Company may purchase and maintain insurance on behalf of any person who holds or who has held any position named in Section 8.01 with limits of at least \$5,000,000 against any liability incurred by him or her in any such position, or arising out of his or her status as such, whether or not the Company would have power to indemnify him or her against such liability under Section 8.01 through 8.08. The Board shall review the amount of directors and officers coverage every two years.

8.12. Reports. Indemnification payments, advance payments and insurance payments made under Sections 8.01 through 8.11 shall be reported in writing to the Board with the next notice of annual meeting, or within six months, whichever is sooner.

8.13. Private Foundation Exception. Notwithstanding anything to the contrary contained in these Bylaws, if the Company is ever determined to be a private foundation, as defined in Section 509 of the Internal Revenue Code of 1954, as amended (the "Code"), any indemnification provided for by this Article VIII, and any insurance premiums paid on account of such indemnification provisions, shall be limited to the payment or reimbursement of expenses (other than taxes, penalties, or expenses of correction) including attorneys' fees, incurred with respect to the defense of a judicial or administrative proceeding involving Chapter 42 of the Code or state laws relating to the mismanagement of funds of charitable organizations, if:

- (a) Such expenses are reasonably incurred in connection with such proceeding;
- (b) The defense is successful, or such proceeding is terminated by settlement, and the act or failure to act which led to the liability for tax under Chapter 42 was neither willful nor without reasonable cause; and
- (c) The expenses are incurred by or on behalf of an officer or director of the Company, or any person having powers or responsibilities similar to those of officers or directors, and with respect to any act or failure to act, the employees of the Company having authority or responsibility with respect to such act or failure to act.

ARTICLE IX

BOOKS AND RECORDS

9.01. Books and Records. The Company shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board, and committees having any of the authority of the Board.

ARTICLE X

FISCAL YEAR

10.01. Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day in December in each year.

ARTICLE XI

WAIVER OF NOTICE

11.01. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Business Organizations Code or under the provisions of the Articles of Incorporation or the Bylaws of the Company, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII

ETHICS POLICY

12.01 Ethics Policy. To achieve its objective of fostering the successful growth of technologically oriented, early stage enterprises, the Company must enjoy the trust and respect of the business community, and its members must enjoy mutual trust and respect. Consequently, the Company requires that its members and directors observe and has observed the highest possible standards of ethical conduct in all aspects of their business and professional lives. The guidelines provided herein are intended to alert the Company's members and directors to the ethical considerations that are of particular concern to other members and directors within the Company, to the Company's ability to perform its role in the community and to those enterprises who seek access to such capabilities. They should not, however, be viewed as an exhaustive catalog of the ethical obligations of the Company's members and directors. Each member and director is expected to supplement these guidelines with his or her own good judgment, and business sense in all dealings with other members and directors and companies exposed to any member or director as a result of Company activities.

(a) Information specified as confidential acquired in the course of the Company's activities concerning (i) actual or prospective presenters or (ii) panelists or their respective businesses, shall not be disclosed to anyone other than such participants in the Company's activities who agree to maintain the confidentiality of such information. If there is reason to believe, however, that the person or persons from or through whom such confidential information was obtained would object to further dissemination of that information, the person to whom the information was disclosed shall make no further disclosure of the information to anyone. In addition, each member or director shall take reasonable precautions to maintain the confidentiality of any confidential information that he/she obtained through participation in the Company including, without limitation, exercising reasonable care to prevent his/her employees, partners, business associates, or others from obtaining such information.

(b) No member or director shall use any information, whether confidential or not, acquired as a direct result of his review of confidential information on behalf of the Company to the disadvantage of the person or entity from who it was obtained.

(c) No member or director shall use any confidential information about any person or entity acquired as a result of his/her activities on behalf of the Company for his/her own advantage without the consent of such person or entity, or to the disadvantage of the business entity or person from who it was obtained.

(d) Every member or director shall fully and promptly disclose any situation whereby, through having an economic interest in any presenting company or company seeking access to the Company process, he/she might be perceived as having a potential conflict of interest in the absence of such full and prompt disclosure.

(e) Every member and director shall disclose to the Company any business or professional relationship he/she has with actual or prospective presenters or panelists or with other persons that he/she seeks to involve (other than a member of the audience or a sponsor) in the Company's activities where he/she feels a conflict or perception of conflict might arise.

Under certain circumstances, deviations from the foregoing guidelines may be acceptable. The member or director who wishes to deviate from the guidelines, however, is obligated to make adequate disclosure to, and obtain the consent of, the persons or entities whose interests are most significantly affected by the proposed exception to the guidelines. When disclosure to the Company is appropriate, disclosure in writing to the Executive Committee shall be deemed disclosure to the Company. Issues regarding the privilege of membership are vested in the Board of Directors which also enjoys full and final responsibility and authority in maintaining the integrity of the provisions of this Article XII.

ARTICLE XIII

AMENDMENTS TO BYLAWS

13.01. Amendments to Bylaws. These Bylaws may be altered or amended in whole or in part, or repealed and new Bylaws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, if at least two days written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting, and such notice contains a statement of the nature of the proposed amendment(s).

[Signature page follows]

The undersigned, as Secretary of the Company, does hereby certify that the foregoing are the Bylaws of the Company effective as of the 22nd day of April, 2020.

Samia Ahsan, Secretary