

**BYLAWS  
of  
Scrum Alliance, Inc.**

A Colorado Nonprofit Corporation

**Adopted May 11, 2017, as amended through February 8, 2019**

## TABLE OF CONTENTS

ARTICLE I	GOVERNANCE AND PURPOSE .....	1
	Section 1.1 Governance.....	1
	Section 1.2 Purposes.....	1
ARTICLE II	MEMBERS.....	1
	Section 2.1 Members’ Eligibility and Privileges.....	1
	Section 2.2 Non-Discrimination.....	2
	Section 2.3 Dues.....	2
	Section 2.4 Termination of Voting Member Status .....	2
	Section 2.5 Termination of Status as a Scrum Certified Member or Uncertified Scrum Member .....	2
	Section 2.6 Meetings .....	3
ARTICLE III	THE BOARD .....	3
	Section 3.1 Composition .....	3
	Section 3.2 Qualifications .....	4
	Section 3.3 Duties.....	4
	Section 3.4 Term of Office.....	4
	Section 3.5 Election of Directors .....	5
	Section 3.6 Compensation.....	5
	Section 3.7 Place of Meetings; Electronic Conference Meetings .....	6
	Section 3.8 Regular Meetings .....	6
	Section 3.9 Special Meetings .....	6
	Section 3.10 Quorum for Board Meetings .....	6
	Section 3.11 Majority Decision as Board Decision .....	6
	Section 3.12 Minutes and Governance.....	6
	Section 3.13 Action by Written Consent.....	6
	Section 3.14 Notice .....	7
	Section 3.15 Vacancies and Removal .....	7
	Section 3.16 Independence.....	8
ARTICLE IV	OFFICERS .....	9
	Section 4.1 Enumeration of Officers .....	9
	Section 4.2 Election and Term of Office.....	9
	Section 4.3 Qualifications .....	10
	Section 4.4 Vacancies.....	10
	Section 4.5 Limitation of Authority .....	10
	Section 4.6 Duties of Officers.....	10
	Section 4.7 Compensation and Reimbursement of Officers .....	11
	Section 4.8 Surrender of Records.....	11
ARTICLE V	COMMITTEES .....	11
	Section 5.1 Executive Committee .....	11
	Section 5.2 Nominating Committee .....	12
	Section 5.3 Audit and Finance Committee.....	12
	Section 5.4 Compensation and Human Resources Committee .....	12
	Section 5.5 Other Committees.....	13
	Section 5.6 Restrictions on Committee Activities.....	13
ARTICLE VI	RECORDS.....	13

Section 6.1	Books and Records to Be of the Corporation.....	13
Section 6.2	Access to Books and Records .....	14
ARTICLE VII	FISCAL MANAGEMENT .....	14
Section 7.1	Fiscal Year.....	14
Section 7.2	Budgets.....	14
Section 7.3	Expenses.....	14
ARTICLE VIII	CONFLICT OF INTEREST.....	15
Section 8.1	Conflicts of Interest.....	15
Section 8.2	Definition of Interested Person.....	15
Section 8.3	Addressing Conflicts .....	15
Section 8.4	Statement Affirming Compliance with Policy .....	16
Section 8.5	Records of Proceedings .....	16
Section 8.6	Periodic Reviews .....	16
Section 8.7	Code of Conduct and Conflict of Interest Designation .....	16
ARTICLE IX	DISSOLUTION.....	17
Section 9.1	Dissolution.....	17
Section 9.2	Dedication of Assets to Exempt Purposes.....	17
ARTICLE X	REPRESENTATION, IDENTIFICATION, MARKS .....	17
Section 10.1	Representation .....	17
Section 10.2	Marks.....	17
ARTICLE XI	PERSONAL LIABILITY AND INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER PERSONS .....	17
Section 11.1	Personal Liability .....	17
Section 11.2	Mandatory Indemnification of Directors.....	18
Section 11.3	Optional Indemnification .....	18
Section 11.4	Exceptions .....	18
Section 11.5	Advancement of Expenses .....	18
Section 11.6	Continuation of Rights .....	18
Section 11.7	General Provisions .....	19
Section 11.8	Insurance for Corporate Agents .....	20
ARTICLE XII	AMENDMENTS AND VALIDITY .....	20
Section 12.1	Amendments to the Bylaws.....	20
Section 12.2	Validity .....	20
Section 12.3	Repeal of Prior Bylaws.....	20
ARTICLE XIII	DEFINITIONS .....	20
Section 13.1	Definitions.....	20

## ARTICLE I GOVERNANCE AND PURPOSE

### Section 1.1     Governance.

(A)     The Corporation is a nonprofit corporation incorporated under and governed by the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the “**Act**”).

(B)     The Corporation is organized exclusively as a business league within the meaning of section 501(c)(6) of the Code.

(C)     No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Members, trustees, Directors, officers, or other Persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, including service as a Director or officer, and to make payments and distributions in furtherance of its purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(6) of the Code.

Section 1.2     Purposes. The purposes for which the Corporation is organized are to promote and support as a common business interest the successful adoption of Scrum and other Agile product development and project management practices on a nonprofit basis, to the end of enhancing project management and product development practices across various adopting enterprises. The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its affairs consistent with the purposes enumerated in this Section 1.2 and the Corporation's status as an organization exempt from federal income tax under Code section 501(c)(6).

## ARTICLE II MEMBERS

Section 2.1     Members’ Eligibility and Privileges. The Corporation shall have three (3) classes of Members (each a “**Class**”): (i) Voting Members, (ii) Scrum Certified Members, and (iii) Uncertified Scrum Members (which are sometimes referred to herein collectively with Scrum Certified Members as “**Scrum Members**”). Voting Members shall have the right to vote on all matters which Members may or are required to vote on pursuant to the Act, the Articles of Incorporation or these Bylaws; *provided, however* Voting Members shall not have the right to vote in the election of SCM Directors. A Person may become a Scrum Certified Member in the manner provided by, and subject to the requirements imposed by, the Board. Other than electing SCM Directors, as provided in Section 3.5(B) and Section 3.5(C), Scrum Certified Members, in such capacity, shall not have any voting rights other than those rights which are granted by non-waivable provisions of the Act. A Person may become an Uncertified Scrum Member in the manner provided by, and subject to the requirements imposed by, the Board. Uncertified Scrum Members shall have no voting rights of any kind and shall be non-voting members. Scrum Members shall receive access to the materials and stored knowledge of the Corporation in the manner and to the extent as the Board shall provide in accordance with these Bylaws. With the exception of voting as described in the prior sentences of this Section 2.1 and unless otherwise restricted by the Articles of Incorporation, these Bylaws or applicable law, each Member shall have all other rights provided to members under the Act and under the Articles of Incorporation and these Bylaws. A Person may be a Member of multiple Classes so long as such Person meets the requirements to be a Member of each such Class. For the avoidance of doubt, the CEO, the CPO and the CSM shall not be a Member, or have any rights or

responsibilities of a Member by virtue of holding such position, but may be a Member as otherwise provided in this Article II.

Section 2.2     Non-Discrimination. Membership in the Corporation is open to all individuals regardless of race, religion, color, sex, sexual orientation, age or national origin.

Section 2.3     Dues. The Board is authorized to fix the level of Dues, if any, for each Class of Members. Dues shall be payable annually and become overdue thirty (30) days after the date set by the Board for payment of Dues. Any Member overdue in its Dues may be removed from the Member List in accordance with Section 2.5 of these Bylaws. The Board shall have the authority (which may be delegated to the CEO, or in the event there is no CEO, to the CPO), upon application by a Member, to waive or reduce the Dues on a case-by-case basis, for that Member.

Section 2.4     Voting Member Status. The “**Voting Members**” shall be those individuals who are serving as a Director, whether as a Board Elected Director or as a SCM Director, but excluding the CEO, or in the event there is no CEO, the CSM and the CPO. An individual shall become a Voting Member at such time that he or she is elected to be a Director. An individual shall cease to be a Voting Member when he or she ceases to be a Director.

Section 2.5     Termination of Status as a Scrum Certified Member or Uncertified Scrum Member.

(A)     A Person’s status as a Scrum Member shall terminate upon the occurrence of any of the following events:

(i)     By giving written notice to the Secretary of such Scrum Member’s resignation. Any such resignation shall take effect on the date of receipt of such notice or on any later date specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(ii)     If the Scrum Member (A) has failed to pay its Dues; *provided that* a Scrum Member may not be dropped from the Member List unless such Scrum Member’s Dues are at least thirty (30) days overdue; or (B) no longer meets the requirements for membership (including but not limited to any recertification or continuing education requirements) as a Scrum Member in the Corporation, or any class of Scrum Member (including Scrum Certified Members and Uncertified Scrum Members).

(iii)     If the Scrum Member has engaged in (A) conduct materially and seriously prejudicial to the interests or purposes of the Corporation; or (B) conduct that would violate the Code of Ethics or any other policy applicable to Scrum Members.

(iv)     A Scrum Member whose status as a Scrum Member is being terminated (a “**Proposed Terminated Member**”) by the Board solely under Section 2.5(A)(iii), shall be given written notice of such proposed termination (a “**Termination Notice**”) stating the reasons for such termination and the proposed effective date of the termination (the “**Termination Effective Date**”) at least fifteen (15) days prior to the effectiveness of the termination of the Proposed Terminated Member’s status as a Scrum Member, which, if given by mail, shall be given by first-class or certified mail sent to the last address of the Scrum Member shown in the Member List, and, if given by email, to the last email address of the Scrum Member shown in the Member List. If within five (5) days following the receipt of the Termination Notice, the Proposed Terminated Member requests in writing or by e-mail an opportunity to be heard at a meeting of the Board, then the termination of the Proposed Terminated Member’s status as a Scrum Member shall be suspended pending an opportunity for the Proposed Terminated Member to be heard either orally or in writing at a meeting of the Board to be held not less than five (5) days before the relevant Termination Effective Date. The Board shall hold the meeting, which may be conducted at the Board’s discretion by

electronic means such as teleconferencing, video conferencing, interactive webcasting, or any other means of communication by which all participants may hear each other during the meeting. Following the conclusion of such meeting, the Proposed Terminated Member, if present, shall withdraw from the room and the Board shall consider such matters as the Proposed Terminated Member may have presented or provided at the meeting. The Board shall then vote either to (i) rescind the termination of the Proposed Terminated Member, in which case the Proposed Terminated Member shall continue to be a Scrum Member; or (ii) confirm the termination of the Proposed Terminated Member in which case the Proposed Terminated Member will no longer be a Scrum Member, effective as of the Termination Effective Date. Following this vote, the Board shall call the Proposed Terminated Member into the meeting and inform the Proposed Terminated Member of its decision. In the event of a deadlock, the Proposed Terminated Member will remain a Scrum Member.

(B) All rights of a Scrum Member in the Corporation shall cease on the termination of such Person's status as a Scrum Member. Termination of a Person's status as a Scrum Member shall not constitute termination of such Person's status as a Voting Member, unless such Person's status as a Voting Member is also terminated.

(C) All determinations with respect to Section 2.5(A) shall be made by the Board; *provided that* (i) the Board may delegate such authority to any committee consisting entirely of Directors, and (ii) the Board may delegate authority under Section 2.5(A)(ii) and Section 2.5(A)(iii) to the CEO, the CSM, the CPO and the other officers and senior management personnel of the Corporation.

Section 2.6      Meetings.

(A) There shall be no requirement that the Corporation hold an annual meeting of Members or any separate Class or group of Members.

(B) The Voting Members shall meet as provided by the Board. Other meetings of the Board shall be considered meetings of the Voting Members, as determined by the Board or as required by the Act. A quorum for any meeting or action by written ballot of the Voting Members shall be a majority of the Voting Members.

(C) The Scrum Certified Members shall have no meetings except as may be called by the Board. For purposes of the Act, a quorum for any meeting or action by written ballot of Scrum Certified Members (or any subclass of Scrum Certified Members) shall be twenty (20) Scrum Certified Members.

(D) The Uncertified Scrum Members shall have no meetings except as may be called by the Board. For purposes of the Act, a quorum for any meeting or action by written ballot of Uncertified Scrum Members (or any subclass of Uncertified Scrum Members) shall be five percent of the Uncertified Scrum Members entitled to cast votes on such matters. Nothing in this Section 2.6(D) grants Uncertified Scrum Members any right to vote or consent to any action.

**ARTICLE III**  
**THE BOARD**

Section 3.1      Composition.

(A) The Board shall consist of:

(i) a number of Directors elected pursuant to Section 3.5(A) (the "**Board Elected Directors**"), which number shall be fixed from time to time by the Board by the affirmative vote of a majority of the Directors then in office, *provided that* the number of Board Elected Directors shall not be less than five (5);

**Directors”);** (ii) three (3) Directors elected pursuant to Section 3.5(B) (the “SCM

(iii) the CEO, for so long as he or she holds such position; and

(iv) in the event there is no CEO, the CPO and the CSM, for so long as they hold their respective positions.

(B) All Directors shall be entitled to vote on all matters before the Board, subject to each Director’s compliance with ARTICLE VIII and the Corporation’s Conflict Policy.

(C) As required by the Act, any change in the number of Board Elected Directors shall not shorten an incumbent Board Elected Director’s term.

(D) To the extent possible without removing or shortening the term of any incumbent Director, when filling vacancies in the Board Elected Directors or electing a Board Elected Director pursuant to Section 3.5(A), the Board shall elect individuals who would constitute Independent Directors so that a majority of the Board will consist of Independent Directors.

Section 3.2 Qualifications. All Directors must be individuals over the age of eighteen (18). Directors may, but need not, be Members.

Section 3.3 Duties. The property and affairs of the Corporation shall be managed, conducted and directed under the supervision of the Board. In addition to the powers and duties conferred or imposed upon the Board under the Act, the Board shall also (i) meet at such times and places as required or permitted by these Bylaws; and (ii) interpret the provisions of these Bylaws. Any interpretation of the Bylaws by the Board shall be binding on the Corporation.

Section 3.4 Term of Office.

(A) Each Board Elected Director and each SCM Director shall serve a term commencing on the Starting Date and ending on the third anniversary of the Starting Date (such three year period, the “**Term**”), which Term shall be extended and until his or her successor is duly elected and qualified, or until such Director’s earlier death, resignation, or removal pursuant to the provisions of Section 3.15.

(B) The Term of each Board Elected Director and each SCM Director shall begin on January 1 following the date on which the incoming Director is elected; *provided, however*, that if an incoming Director is elected following the expiration of the Term of the outgoing Director whose seat the incoming Director will fill, the Term shall begin on January 1 of the year in which the outgoing Director’s Term ends (such date, which will always be January 1, the “**Starting Date**”). No individual serving as a Board Elected Director or SCM Director shall serve for more than two (2) consecutive three (3) year terms, though individuals may be again appointed as a Board Elected Director or SCM Director after a break in service of at least one (1) year.

(C) The Board shall stagger the terms of the Board Elected Directors and the SCM Directors so that (i) an equal number (or as close as possible to an equal number) of Board Elected Directors and SCM Directors are elected each year; and (ii) one (1) SCM Director is up for election each year. The Board shall have the authority to take whatever action is necessary in the judgment of the Board to implement the system of staggered terms of the Board Elected Directors and the SCM Directors, as provided for in this Section 3.4(C). This includes, but is not limited to, the authority to set the initial term of any additional Board Elected Director and SCM Director at one (1), two (2), or three (3) years in order to preserve the system of staggered terms, as provided for in this Section 3.4(C).

(D) The CEO shall serve as a Director for so long as he or she remains employed as the CEO.

(E) In the event there is no CEO, each of the CSM and the CPO shall serve as a Director for so long as he or she remains employed in their respective roles.

Section 3.5 Election of Directors.

(A) Each individual who will replace any Board Elected Director whose term expires at the end of a calendar year shall be elected by a majority vote of the Board from the list of candidates recommended by the Nominating Committee for the Board Elected Director position. The vote for Board Elected Directors shall take place prior to December 31 of each year at such meeting of the Board as the Board shall determine.

(B) The individual who will replace any SCM Director whose term expires at the end of a calendar year shall be elected by a vote of the Scrum Certified Members from the list of candidates recommended by the Nominating Committee for the SCM Director position in accordance with the remainder of this Section 3.5(B). The Nominating Committee shall accept petitions from Scrum Certified Members seeking election as an SCM Director until such time as the Nominating Committee from time to time shall determine. Any Scrum Certified Member in good standing may petition the Nominating Committee to stand for election as an SCM Director. The Secretary, at the direction of the Nominating Committee shall give the Scrum Certified Members at least thirty (30) days' notice by mail, e-mail or facsimile sent to each Scrum Certified Member at the address or number contained in the Member List to submit petitions to the Nominating Committee. Then, the Nominating Committee, in its sole discretion, shall select three (3) candidates to be voted on for election as an SCM Director. Such candidates may be, but need not have been, submitted by a Scrum Certified Member in accordance with this Section 3.5. The vote of the Scrum Certified Members electing the SCM Director shall take place as provided by the Board in accordance with Section 3.5(C); *provided that* Scrum Certified Members shall have a period within which to cast their ballots of at least fourteen (14) days after the written ballot is sent to them as provided in Section 3.5(C). The candidate receiving the highest number of votes shall serve as SCM Director for a term beginning on January 1 of the next calendar year.

(C) Elections of the SCM Directors shall be by written ballot sent to all Scrum Certified Members. Each ballot may be delivered by mail, e-mail, or facsimile to each Scrum Certified Member at the address or number contained in the Member's List. Each ballot shall (i) identify the three (3) candidates nominated for election as an SCM Director and approved by the Nominating Committee; (ii) provide each Scrum Certified Member with an opportunity to vote for the number of SCM Directors whose terms expire at the end of the relevant calendar year; (iii) indicate the number of responses needed to meet quorum requirements; (iv) state the time by which a ballot must be received by the Corporation in order to be counted; (v) be accompanied by written information sufficient to permit each Person casting such ballot to reach an informed decision; and (vi) contain information as to where and how the written ballots shall be returned in person, by mail, e-mail, or facsimile, and given or sent to the Corporation at the address provided in the ballot or in the accompanying information.

(D) For the avoidance of doubt, Uncertified Scrum Members shall have no right to vote in the election of SCM Directors.

Section 3.6 Compensation. Directors may be compensated for their service as Directors so long as such compensation is reasonable. Directors may be entitled to receive reasonable reimbursement of expenses incurred in the accordance with the Corporation's current Director Expense Policy (as the same may be amended from time to time in accordance with its terms) and reasonable compensation for other services provided to the Corporation In all such matters, the Corporation shall



comply with the Act and the rules for excess benefit transactions established under § 4958 of the Code and the regulations promulgated thereunder.

Section 3.7 Place of Meetings; Electronic Conference Meetings. The location of any meeting of the Board shall be determined by the Board or, if the Board has not acted to set the meeting location, by the CEO (in the event there is no CEO, by either the CPO or the CSM). Board meetings may be held with all Directors attending the meeting physically present in one (1) location, or with one (1) or more Directors present via teleconferencing, video conferencing, or interactive webcasting, or any other means of communication by which all Directors participating may hear each other during the meeting.

Section 3.8 Regular Meetings. The annual meeting of the Board shall be held each calendar year on such date and at such time as the Board shall determine. Other regular meetings of the Board shall be held on such regularly scheduled dates and at such times as the Board shall determine. In accordance with Section 3.14, notice of regular meetings shall be in writing.

Section 3.9 Special Meetings. Special meetings of the Board (i) may be called by the CEO (in the event there is no CEO, by the CPO or the CSM), or by the Chair; and (ii) upon the written request of any two (2) Directors shall be called by the CEO (in the event there is no CEO, by either the CSM or the CPO), or the Chair. In accordance with Section 3.14, notice of special meetings shall be in writing and state the general nature of the business to be transacted at such meeting.

Section 3.10 Quorum for Board Meetings. A quorum shall consist of a majority of Directors then in office. Except as otherwise provided in these Bylaws, in the Articles of Incorporation, or by law, no business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which shall be entertained at a meeting at which quorum is not present is a motion to adjourn.

Section 3.11 Majority Decision as Board Decision. Every decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is the decision of the Board, unless Section 9.1 or Section 12.1, the Articles of Incorporation or non-waivable provisions of law require a greater percentage or different voting rules for approval of a matter by the Board.

Section 3.12 Minutes and Governance. Minutes of each meeting of the Board shall be kept by the Secretary, or in the absence of the Secretary, an Assistant Secretary or any other individual authorized by the Board, and filed as a permanent record of the Corporation in accordance with ARTICLE VI. Meetings shall be governed by such rules as may be determined by the Board.

Section 3.13 Action by Written Consent.

(A) Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if:

(i) Notice is given to each Director, as described in this Section 3.13 and in accordance with Section 7-128-202 of the Act, as amended from time to time, if different from the provisions of this Section 3.13; and

(ii) Each Director either (a) votes in writing for such action; or (b)(1) votes in writing against such action, abstains in writing from voting or fails to respond or vote, and (2) fails to demand in writing that action not be taken without a meeting; and

(iii) The number Directors then in office voting in writing for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted.

(B) Any Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Section 3.13 may revoke such vote, abstention, or demand in writing received by the Corporation by the time stated in the notice transmitted as provided in this Section 3.13.

(C) In accordance with Section 7-128-202 of the Act, the notice required in this Section 3.13 shall state:

(i) The action to be taken;

(ii) The time by which a Director must respond;

(iii) That failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and

(iv) Any other matters the Corporation determines to include.

(D) A writing by a Director under this Section 3.13 shall be in a form sufficient to inform the Corporation of the identity of the Director, the vote, abstention, demand, or revocation of the Director, and the proposed action to which such vote, abstention, demand, or revocation relates. All communications under this Section 3.13 may be transmitted or received by the Corporation by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this Section 3.13, communications to the Corporation are not effective until received.

(E) The provisions of this Section 3.13 shall be implemented strictly in accordance with Section 7-128-202 of the Act and the notice and all other writings regarding such action shall be filed with the minutes of proceedings of the Board or committee.

#### Section 3.14    Notice.

(A) Not less than five (5) days prior to a regular meeting described in Section 3.8, the Secretary shall deliver to the Directors notice of the time and place of the regular meeting.

(B) Not less than five (5) or more than sixty (60) days prior to a special meeting described in Section 3.9, the Secretary shall deliver to the Directors notice of the general purpose, time and place of the special meeting.

(C) Notice under this Section 3.14 may be given in person, by mail, private carrier, telephone, telegraph, teletype, electronically transmitted, or other form of wire or wireless communication.

(D) In order for the Secretary to provide the notices required in this Section 3.14, each Director shall register his or her addresses, e-mail addresses, and phone numbers with the Secretary of the Corporation, and notices of meetings mailed, e-mailed or telephoned to them at such addresses shall be valid notices thereof.

#### Section 3.15    Vacancies and Removal.

(A) Vacancies on the Board shall exist upon the death, resignation or removal of any Director. Any Director may resign at any time by giving written notice to the Board. Any such resignation shall take effect on the date of receipt of such notice or on any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(B) Prior to the expiration of a Board Elected Director's term, a Board Elected Director may only be removed as a Board Elected Director for cause, which includes, but is not limited to, a violation by such Director of the Code of Conduct or Code of Ethics, by a majority vote of the Board.

(C) Prior to the expiration of an SCM Director's term, a SCM Director may only be removed as a SCM Director for cause, which includes, but is not limited to, a violation by such Director of the Code of Conduct or Code of Ethics, by the Scrum Certified Members acting by written ballot in the same manner provided for the election of SCM Directors under Section 3.5(C). A vote of the Scrum Certified Members under this Section 3.15(C) may be called by a majority vote of the Board.

(D) Following an expiration of a Director's term, such Director may be removed prior to the election and qualification of such Director's successor at any time and for any reason by a majority vote of the Board.

(E) A vacancy in one of the Board Elected Director positions may be filled by a majority vote of the remaining Board Elected Directors then in office, regardless of whether the number of Board Elected Directors then in office constitutes a quorum.

(F) A vacancy in one of the SCM Director positions may be filled by a majority vote of the remaining SCM Directors then in office, regardless of whether the number of SCM Directors then in office constitutes a quorum.

(G) An individual elected to fill a vacancy on the Board shall hold such office until the earlier of the end of the term of the Director that the individual is replacing, or until the new Director's death, resignation or removal from office.

(H) The term as a Director by the CEO, or in the event there is no CEO, by the CPO and the CSM, shall end when such officer ceases to hold their respective office, without any action of the Board.

Section 3.16 Independence. Notwithstanding any determination by the Executive Committee, a Director shall not be considered an Independent Director if any of the following circumstances are applicable:

(A) A Director who is, or has been within the past three years, an employee or Executive Officer of the Corporation; provided, however, that this Section 3.16(A) shall not apply to (i) a Director serving as the Chair or Vice-Chair of the Board solely due to the Director's service in such office, or (ii) a former Interim Executive Officer who served as interim Officer for a period less than 12 months;

(B) A Director who has any Immediate Family Member who is, or has been within the past three years, an Executive Officer of the Corporation (other than as a former Interim Executive Officer);

(C) A Director who is, or has been, an employee, partner or Affiliate of any current or former internal or external auditor of the Corporation, unless three years have elapsed since the end of (i) Director's relationship with the internal or external auditor or (ii) the auditor's relationship with the Corporation; *provided*, that for purposes of this Section 3.16(C), a partner does not include a fixed income partner whose interest in the external auditor is limited to the receipt of fixed amounts of compensation (including deferred compensation) for prior service with such external auditor if the compensation is not contingent in any way on continued service;

(D) A Director who has an Immediate Family Member who (i) is, or has been, an employee, partner or Affiliate of any current or former internal or external auditor of the Corporation or (ii) has received (directly or indirectly) any consulting, advisory or other compensatory fee from the

Corporation or any Affiliate of the Corporation, unless in each case three years have elapsed since the end of (x) such individual's relationship with the internal or external auditor or (y) the auditor's relationship with the Corporation;

(E) A Director who has, or who has a Close Entity or Immediate Family Member who has, a relationship with the Corporation (e.g., as or with a member of its management team) pursuant to which such Director, Close Entity or Immediate Family Member has received within the last three years or may receive, directly or indirectly, any consulting, advisory or other compensatory fee for services or other advice, as the case may be, from the Corporation or any of its Affiliates or subsidiaries, other than any remuneration for acting in his or her capacity as a Director, service on any Board Committee, service as the Chair or Vice-Chair of the Board or chair or vice chair of any Board Committee; provided, however, that this Section 3.16(E) shall not apply to fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the Corporation if the compensation is not contingent in any way on continued service or the provision of additional services as a consultant engaged specifically by the Board, including running internal investigations;

(F) A Director who belongs, or has belonged within the past three years, or who has any Immediate Family Member who belongs, or has within the past three years belonged, to the operational management team of another entity (i) which has a material customer, supplier or cooperative relationship with the Corporation that is significant either to the other entity or the Corporation or (ii) that has a director or other equivalent governing person who is also serves as a member of the operational management team of the Corporation;

(G) A Director who, or any of whose Immediate Family members, is or has been within the past three years has been, an Executive Officer of another entity on whose compensation committee any Executive Officer of the Corporation serves or has served within the past three years;

(H) A Director who is an Affiliate of the Corporation or any of its subsidiaries; or

(I) A Director who, or who has an Immediate Family Member who, directly or indirectly through one or more intermediaries, (i) receives monetary income or benefit exceeding \$10,000 during any tax year of the Corporation that is attributable, in whole or in part, to the Director's use, directly or indirectly through one or more intermediaries, of the Corporation's Materials or (ii) enters into any loan, guarantee, grant or Business Transaction with the Corporation or any of its Affiliates, unless in each case three years have elapsed since the tax year in which the Director or Immediate Family Member received such income or entered into or performed such transaction; provided, however, that reasonable compensation for services provided in such Director's capacity as a Director shall not be included for purposes of calculating the amount in this Section 3.16(I).

## **ARTICLE IV OFFICERS**

Section 4.1 Enumeration of Officers. The officers of the Corporation shall be the Chair, Vice-Chair, the CEO, the CPO, the CSM, Secretary, and Treasurer. In addition, the Corporation may have one (1) or more assistant secretaries, assistant treasurers and such other officers as the Board may from time to time determine.

Section 4.2 Election and Term of Office. The officers, including the CEO, or in the event there is no CEO, including both the CPO and the CSM, shall be elected by the Board. Each officer shall serve until his or her successor is duly elected and qualified or until he or she dies, resigns or is removed from office by the Board.

Section 4.3     Qualifications. The Chair and Vice-Chair must be current Directors. The Secretary, Treasurer, assistant secretaries, assistant treasurers and individuals filling such other offices as the Board may from time to time create are not required to be Directors. The CEO shall be a Director, or in the event there is no CEO, both the CPO and the CSM are Directors, by virtue of holding such office in accordance with Section 4.6(C) and Section 4.6(D).

Section 4.4     Vacancies. Vacancies in officer positions shall exist on the death, resignation, or removal of any officer. Officers may be removed from office by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. It shall be the Board's responsibility to appoint a new officer to fill an officer vacancy, subject to Section 3.1 , Section 3.4 and Section 4.6(D). Any officer appointed to fill an officer vacancy will serve in accordance with Section 4.2.

Section 4.5     Limitation of Authority. The officers have no authority to make or rescind commitments of the Corporation other than as explicitly stated in their duties or as provided by the Board.

Section 4.6     Duties of Officers.

(A)     Chair. The Chair shall preside at all meetings of the Board. The Chair shall perform such other duties as shall be provided in these Bylaws or as may be prescribed by the Board. The Chair shall be an Independent Director.

(B)     Vice-Chair. The Vice-Chair shall act in the Chair's stead in the event of the absence or disability of the Chair, and shall perform such other duties as shall be provided in these Bylaws or as may be prescribed by the Board.

(C)     Chief Executive Officer. Subject to the direction and control of the Board, in general, the CEO shall supervise and control all of the business and affairs of the Corporation. The CEO shall assist the Chair, Vice-Chair, Secretary and Treasurer in the performance of their duties as provided in these Bylaws. The CEO shall be responsible for the hiring, firing, supervising, and, within the limits set forth by the Board in the Corporation's budget, setting the compensation for all employees of the Corporation pursuant to the compensation programs administered by the Compensation Committee. As authorized by the Board, the CEO shall execute all instruments requiring such execution, except to the extent that signing and execution thereof is expressly delegated by the Board to some other officer or agent of the Corporation. Subject to the direction and control of the Board, in general, the CEO shall perform, the duties as shall be provided in these Bylaws or as may be prescribed by the Board. Upon request of the Board, the CEO shall report to the Board all matters which the interests of the Corporation may require to be brought to the attention of the Board. As provided in Section 3.1, the CEO shall be a voting member of the Board. The CEO shall preside at meetings of the Board if the Chair and Vice-Chair are absent.

At the discretion of the Board, the CEO position may be left vacant, and, in such event, the duties and responsibilities of the CEO shall be allocated as follows:

(i)     The CPO shall have all the powers and duties prescribed to the CEO by these Bylaws, except as such powers and duties are allocated between the CPO and the CSM by the Board. If there is a CEO, the CPO shall have the powers and duties as prescribed by the Board.

(ii)    The CSM shall have all the powers and duties prescribed to the CEO by these Bylaws, except as such powers and duties are allocated between the CSM and the CPO by the Board. If there is a CEO, the CSM shall have the powers and duties as prescribed by the Board.

(D) Treasurer. The Treasurer shall have care and custody of the books and records of account of the Corporation and, subject to the direction of the Board, shall have charge of and be responsible for all funds and securities of the Corporation. He or she shall render financial statements to the Board from time to time upon request. The funds of the Corporation shall be deposited to its credit in such a manner and in such depositories as the Board may from time to time designate and shall be subject to withdrawal by check, draft or other order by such officer or officers, the CEO, or in the event there is no CEO, the CSM or the CPO, or by any combination of them, as may from time to time be designated by the Board. The Treasurer shall have such other duties as shall be provided in these Bylaws or as may be designated by the Board.

(E) Secretary. The Secretary shall be responsible for seeing to the preparation and maintenance of minutes and records of the Corporation and shall give such notices of meetings as required by these Bylaws. The Secretary shall oversee the maintenance by the Corporation of the Member List. The Secretary shall attend, or cause an Assistant Secretary to attend, all meetings of the Board and any Committee of the Board. The Secretary shall have such other duties as shall be provided in these Bylaws or as may be designated by the Board.

Section 4.7 Compensation and Reimbursement of Officers. Officers may receive compensation for their services as an officer so long as such compensation is reasonable. Officers may be entitled to reimbursement for any reasonable expenses incurred in rendering services to the Corporation and for which such officers provide appropriate substantiating documentation, in the manner and to the extent provided by the Board and any policy adopted by the Board. In all such matters, the Corporation shall comply with the Act and the rules for excess benefit transactions established under § 4958 of the Code and the regulations promulgated thereunder.

Section 4.8 Surrender of Records. Upon completion of the term of office, resignation or removal, each office holder shall turn over to his/her successor or other officer all records, correspondence, documents and other Corporation property in his/her possession.

**ARTICLE V  
COMMITTEES**

Section 5.1 Executive Committee.

(A) The Corporation shall have an Executive Committee (the “**Executive Committee**”). The Executive Committee will have such responsibilities as are provided for in these Bylaws and the Executive Committee Charter as adopted by the Board and as may be later amended by the Board from time to time (the “**Executive Committee Charter**”) and such other powers and authority of the Board in the management of the business and affairs of the Corporation as may be delegated to the Executive Committee from time to time by the Board, to the extent permitted by provisions of the Act or other law. By a majority vote of the Directors after written notice to the Executive Committee, the Board may at any time (i) revoke or modify any or all of the Executive Committee authority so delegated; and (ii) increase or decrease the number of the members of the Executive Committee, *provided that*, the number of members of the Executive Committee shall never be decreased below three (3).

(B) The Executive Committee shall consist solely of Directors, at least a majority of whom shall be Independent Directors, and must be comprised of at least three (3) Directors but may have more Directors as may be specified in the Executive Committee Charter. At any time by a majority vote of the Directors, the Board may fill vacancies on the Executive Committee with the Directors. The Chair of the Board shall be the chair of the Executive Committee.

(C) The Executive Committee Charter will be kept in the records of the Corporation. The Executive Committee shall (i) keep regular minutes of its proceedings; (ii) cause them to be filed with the corporate records; and (iii) report the same to the Board from time to time as the Board may require.

Section 5.2      Nominating Committee.

(A) The Corporation shall have a Nominating Committee (the “**Nominating Committee**”). The Nominating Committee will have such responsibilities as are provided for in these Bylaws and the Nominating Committee Charter as adopted by the Board and as may be later amended by the Board from time to time (the “**Nominating Committee Charter**”) and such other responsibilities as may be delegated to the Nominating Committee from time to time by the Board. The responsibilities of the Nominating Committee include the nomination of the candidates to be elected as Directors including the Board Elected Directors to be selected by the full Board and the SCM Directors to be elected by the Scrum Certified Members each in accordance with Section 3.5.

(B) The Nominating Committee shall consist solely of Directors, at least a majority of whom shall be Independent Directors, and must be comprised of at least three (3) Directors but may have more Directors as may be specified in the Nominating Committee Charter. The members of the Nominating Committee shall be designated by the Board and consist of individuals with such qualifications and attributes as may be specified in the Nominating Committee Charter.

(C) The Nominating Committee Charter will be kept in the records of the Corporation. The Nominating Committee shall (i) keep regular minutes of its proceedings; (ii) cause the minutes to be filed with the corporate records; and (iii) report the same to the Board from time to time as the Board may require.

Section 5.3      Audit and Finance Committee.

(A) The Corporation shall have an Audit and Finance Committee (the “**Audit Committee**”). The Audit Committee will have such responsibilities as are provided for in these Bylaws and the Audit and Finance Committee Charter as adopted by the Board and as may be later amended by the Board from time to time (the “**Audit Committee Charter**”) and such other responsibilities as may be delegated to the Audit Committee from time to time by the Board. The responsibilities of the Audit Committee will include developing a Director Expense Policy for approval by the Board, making determinations with respect to reimbursements of expenses in accordance with the Director Expense Policy, and monitoring and enforcing the Code of Conduct and ARTICLE VIII.

(B) The Audit Committee shall consist solely of Directors, at least a majority of whom shall be Independent Directors, and must be comprised of at least three (3) Directors but may have more Directors as may be specified in the Audit Committee Charter. The members of the Audit Committee shall be designated by the Board and consist of individuals with such qualifications and attributes as may be specified in the Audit Committee Charter.

(C) The Audit Committee Charter will be kept in the records of the Corporation. The Audit Committee shall (i) keep regular minutes of its proceedings; (ii) cause the minutes to be filed with the corporate records; and (iii) report the same to the Board from time to time as the Board may require.

Section 5.4      Compensation and Human Resources Committee.

(A) The Corporation shall have a Compensation and Human Resources Committee (the “**Compensation Committee**”). The Compensation Committee will have such responsibilities as are provided for in these Bylaws and the Compensation and Human Resources Committee Charter as adopted by the Board and as may be later amended by the Board from time to time (the “**Compensation Committee**”).

**Charter**”) and such other responsibilities as may be delegated to the Compensation Committee from time to time by the Board. The responsibilities of the Compensation Committee will include assessment of the performance of the CPO, the CSM and the other officers, and performing the evaluation of compensation of Directors and officers called for in Section 3.6 and Section 4.7, respectively.

(B) The Compensation Committee shall consist solely of Directors, and must be comprised of at least three (3) Directors, at least a majority of whom shall be Independent Directors, but may have more Directors as may be specified in the Compensation Committee Charter. The members of the Compensation Committee shall be designated by the Board and consist of individuals with such qualifications and attributes as may be specified in the Compensation Committee Charter.

(C) The Compensation Committee Charter will be kept in the records of the Corporation. The Compensation Committee shall (i) keep regular minutes of its proceedings; (ii) cause the minutes to be filed with the corporate records; and (iii) report the same to the Board from time to time as the Board may require.

Section 5.5 Other Committees. The Board may have such other committees as may be designated by the Board from time to time. These committees may consist of individuals who are not Directors and shall act in an advisory capacity to the Board.

Section 5.6 Restrictions on Committee Activities. No committee shall (a) authorize distributions; (b) approve an action or propose an action to Members that the Act requires be approved by Members; (c) elect, appoint, or remove any Director; (d) amend the Articles of Incorporation; (e) adopt, amend, or repeal these Bylaws; (f) approve a plan of conversion or plan of merger; or (g) approve a sale, lease, exchange, or other disposition of all, or substantially all, of the Corporation’s property with or without goodwill, other than in the usual and regular course of business subject to approval by Members.

**ARTICLE VI  
RECORDS**

Section 6.1 Books and Records to Be of the Corporation. The Corporation shall keep the following records in accordance with Section 7-136-101 of the Act at its principal office in a written form or another form capable of conversion into a written form within a reasonable time:

- (A) The Articles of Incorporation;
- (B) These Bylaws;
- (C) Minutes of all meetings of Members, the Board and any committee of the Board;
- (D) A record of all (i) actions taken by the Members or Board without a meeting; and (ii) actions taken by a committee of the Board in place of the Board on behalf of the Corporation;
- (E) A record of all waivers of notices of meetings of Members, the Board, or any committee of the Board;
- (F) All written communications within the past three (3) years between the Corporation and Members generally as Members;
- (G) All appropriate accounting records;
- (H) A list of the names and addresses of its current Directors and officers;



(I) A copy of its most recent periodic report pursuant to Part 5 of Article 90 of Title 7 of the Colorado Revised Statutes;

(J) All financial statements prepared for periods ending during the last three (3) years that a member could have requested under Section 7-136-106 of the Act; and

(K) A record of its Members in a form that permits preparation of a list of the names and addresses of all Members in alphabetical order, by Class, showing the number of votes each Member is entitled to vote and the matters on which each is entitled to vote (such list, the “**Member List**”).

Section 6.2      Access to Books and Records.

(A) Voting Members, and their agents or attorneys, shall have full access to the books and records of the Corporation, including the Member List, *provided that*, without the consent of the full Board, the Member List or any part thereof may not be obtained or used for any purpose unrelated to the Voting Member’s interest as a Voting Member, including, but not limited to, use for the solicitation of money or property, for any commercial purpose, or for sale or purchase by any Person.

(B) Scrum Members, and their agents or attorneys, are entitled to inspect and copy, during regular business hours at the principal office of the Corporation, the books and records described in Section 6.1, with the exception of the Member List, upon written demand to the Board delivered at least five (5) Business Days before the date on which the Scrum Member wishes to inspect and copy such records. Scrum Members are entitled to inspect and copy, during regular business hours at the principal office of the Corporation, the Member List upon written demand delivered at least five (5) Business Days before the date on which the Scrum Member wishes to inspect and copy the Member’s List; so long as (i) the Scrum Member has been a Scrum Member for at least three (3) consecutive months immediately preceding the demand to inspect or copy; (ii) the demand is made in good faith and for a purpose reasonably related to the demanding Scrum Member’s interest as a member; (iii) the Scrum Member describes with reasonable particularity the purpose of such request and the records the Scrum Member desires to inspect; and (iv) the requested records are directly connected with the described purpose. The Corporation may impose a reasonable charge for the costs of labor and material for copies of any documents provided to the requesting Scrum Member.

Without the consent of the Board, the Member List or any part thereof may not be obtained or used by any Scrum Member for any purpose unrelated to a Scrum Member’s interest as a Member of the Corporation, including, but not limited to, use for the solicitation of money or property, for any commercial purpose, or for sale to or purchase by any Person.

**ARTICLE VII**  
**FISCAL MANAGEMENT**

Section 7.1      Fiscal Year. The fiscal year shall commence on January 1st and end on December 31st.

Section 7.2      Budgets. All expenditures of funds may only be made within a budget approved by the Board or as otherwise authorized by the Board.

Section 7.3      Expenses. All requests for reimbursement must adhere to procedures established by the Board from time to time, or, to the extent delegated to a committee of the Board, by such committee.

## ARTICLE VIII CONFLICT OF INTEREST

Section 8.1 Conflicts of Interest. The purpose of the conflict of interest policy set forth in this ARTICLE VIII (this “**Conflict Policy**”) is to protect the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer of the Corporation or Director or might result in a possible excess benefit transaction (as defined in the Code). This Conflict Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations. The Board may delegate to any committee the responsibility for enforcement of this Conflict Policy to the extent permitted by federal and state law.

Section 8.2 Definition of Interested Person. Any Director, officer, member of a committee with Board delegated powers (“**Covered Individual**”), who (i) has a direct or indirect Financial Interest, or (ii) has an Immediate Family Member or Affiliate who has a direct or indirect Financial Interest in a contemplated or completed transaction is an “**Interested Person**”. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Financial Interest is not necessarily a conflict of interest. Under this ARTICLE VIII, an Interested Person may have a conflict of interest only if the Board decides that a conflict of interest exists. In addition to the other requirements of this Conflict Policy, each Director must report to the Audit Committee any material conflict of interest.

### Section 8.3 Addressing Conflicts.

(A) In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Board and members of committees with Board delegated powers considering the proposed transaction or arrangement.

(B) An Interested Person may make a presentation at a Board or committee meeting, but after the disclosure of the Financial Interest and all material facts, and after any discussion between the Board or the committee and the Interested Person, the Interested Person shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members, as the case may be, shall decide if a conflict of interest exists via a vote in accordance with Section 8.3(C).

(C) In assisting the Board or committee in making its decision:

(i) The Chair or committee chair shall, if appropriate, appoint a disinterested Person or committee to consider alternatives to the proposed transaction or arrangement.

(ii) The Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a Person that would not give rise to a conflict of interest.

(iii) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is (a) in the Corporation’s best interest; (b) for the Corporation’s own benefit, and (c) fair and reasonable. In conformity with the above determination, the Board or committee shall make its decision as to whether the Corporation may enter into the transaction or arrangement.

(D) If the Board or committee has a reasonable basis to believe a Covered Individual has failed to disclose actual or possible conflicts of interest:

(i) It shall inform the Covered Individual of the basis for such belief and afford the Covered Individual an opportunity to explain the alleged failure to disclose.

(ii) If, after hearing the Covered Individual's response and after making further investigation as warranted by the circumstances, the Board or committee determines the Covered Individual has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action as the Board or relevant committee determines in its discretion.

Section 8.4 Statement Affirming Compliance with Policy. Annually, each Covered Individual shall sign a statement which affirms such individual:

- (A) Has received a copy of this Conflict Policy;
- (B) Has read and understands this Conflict Policy;
- (C) Has agreed to comply with this Conflict Policy; and
- (D) Understands the Corporation is charitable and in order to maintain its federal tax exemption, the Corporation must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 8.5 Records of Proceedings. The minutes of the Board and all committees with Board delegated powers, including those standing committees created by ARTICLE V, shall contain: (a) the names of the Persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's or the committee's decision as to whether a conflict of interest in fact existed; and (b) the names of the individuals who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 8.6 Periodic Reviews. To ensure the Corporation operates in a manner consistent with its tax-exempt purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted by the Board or any committee to which the Board has delegated this authority. The periodic reviews shall, at a minimum, include review of whether (a) compensation arrangements and benefits of officers are reasonable, based on competent survey information, and the result of arm's length bargaining; and (b) partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Corporation's tax-exempt purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction. When conducting the periodic reviews as provided for in this Section 8.6, the Corporation may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Section 8.7 Code of Conduct and Conflict of Interest Designation. In addition to complying with the Conflict Policy, each Director must sign the Code of Conduct and any updated versions of the same. Each Director shall be responsible for complying with the Code of Conduct in addition to such Director's compliance with this ARTICLE VIII.

## **ARTICLE IX DISSOLUTION**

Section 9.1 Dissolution. In order to dissolve the Corporation, the Board must adopt a proposal to dissolve the Corporation by a two-thirds (2/3) vote of the Board. A proposal for dissolution may be considered at a regular or special meeting of the Board.

Section 9.2 Dedication of Assets to Exempt Purposes. All assets of the Corporation shall be dedicated, exclusively, to its exempt purpose, as set forth under § 501(c)(6) of the Code. Upon dissolution, all assets of the Corporation shall be distributed for one or more of such exempt purposes, or to the Federal Government, or to a State or local government, for a public purpose, or shall be distributed by a court of competent jurisdiction to another organization to be used in such manner as in the judgment of the court shall best accomplish the general purposes for which the Corporation was organized. Upon dissolution, no part of the Corporation's assets shall be distributed to its Members.

## **ARTICLE X REPRESENTATION, IDENTIFICATION, MARKS**

Section 10.1 Representation. Only officers may identify themselves as representing the Corporation. Members may identify themselves as members of the Corporation, but not as a representative of the Corporation.

Section 10.2 Marks. The Board may cause identifying marks for the Corporation to be designed and created. Upon resolution of the Board, such marks may be trademarked. These marks shall be the identifying marks for the Corporation's representatives, products, and events. Their use must be approved by the Board.

## **ARTICLE XI PERSONAL LIABILITY AND INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER PERSONS**

### Section 11.1 Personal Liability.

(A) The Directors, officers, employees, and Members of the Corporation shall not, as such, be personally liable for the acts, debts, liabilities, or obligations of the Corporation.

(B) A Director or officer shall not be personally liable to the Corporation or its Members for any action taken or omitted to be taken as a Director or officer, as the case may be, if, in connection with such action or omission, the Director or officer performed the duties of his or her position (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the Director or officer reasonably believes to be in the best interests of the Corporation.

(C) A Director or officer of the Corporation, in the performance of his or her duties, shall not have any fiduciary duty to any creditor of the Corporation arising only from such creditor's status as a creditor of the Corporation.

(D) No Director or officer shall be personally liable for any injury to a Person or property arising out of a tort committed by an employee, unless such Director or officer was personally involved in the situation giving rise to the litigation or unless such Director or officer committed a criminal offense in connection with such situation.

Section 11.2 Mandatory Indemnification of Directors. The Corporation shall indemnify an individual who was wholly successful, on the merits, in the defense of any action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the individual was a party because the individual is or was a Director or officer of the Corporation, or, while a Director or officer, is or was serving at the Corporation's request as a director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of another domestic or foreign entity or of an employee benefit plan, against reasonable expenses (including attorneys' fees) incurred by the individual in connection with such action, suit or proceeding. An individual entitled to indemnification under this Section 11.2 is hereafter called "an individual covered by Section 11.2 hereof".

Section 11.3 Optional Indemnification. Except as provided in Section 11.4, the Corporation may (but shall not be obligated to) indemnify an individual made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, because the individual is or was a Director, officer, employee, fiduciary, or agent of the Corporation, or an individual who, while a director of a nonprofit corporation, is or was serving at the nonprofit corporation's request as a director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of another domestic or foreign entity or of an employee benefit plan, against liability incurred in such action, suit or proceeding, if (i) the individual's conduct was in good faith; (ii) the individual reasonably believed, in the case of conduct in an official capacity, as defined in § 7-129-101(5) of the Act (as amended from time to time), that the conduct was in the Corporation's best interests, and in all other cases, that the conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe the conduct was unlawful. Indemnification permitted under this Section 11.3 in connection with an action, suit, or proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with such action, suit, or proceeding.

Section 11.4 Exceptions. No indemnification under Section 11.3 shall be provided to an individual (a) in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, by or in the right of the Corporation in which the individual was adjudged liable to the Corporation; or (b) in connection with any other threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, alleging that the individual derived an improper personal benefit, whether or not involving action in an official capacity, as defined in § 7-129-101(5) of the Act (as amended from time to time), in which such action, suit, or proceeding such individual was adjudged liable on the basis that such individual derived an improper personal benefit. The Board is hereby authorized, at any time, to add to the above list of exceptions from the right of indemnification under Section 11.3, but any such additional exceptions shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board in fact adopts such exceptions. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board.

Section 11.5 Advancement of Expenses. Expenses incurred in connection with an action, suit, or proceeding described in Section 11.3 hereof may be paid by the Corporation in advance of a final disposition of such action, suit, or proceeding if (a) the individual who has been made party to such action, suit, or proceeding furnishes to the Corporation a written affirmation of such individual's good faith belief that they have met the standard of conduct described in Section 11.3; (b) the individual furnishes to the Corporation a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under Article 129 of the Act or Section 11.4.

Section 11.6 Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this ARTICLE XI shall continue as to an

individual who has ceased to be a Director or officer of the Corporation, and shall inure to the benefit of heirs, executors and administrators of such individual.

Section 11.7    General Provisions.

(A)    The Corporation shall not indemnify any individual under Section 11.3 unless such indemnification is authorized in the specific case after determination has been made that indemnification of the individual is permissible in the circumstances because the individual has met the standard of conduct described in Section 11.3. The Corporation shall not advance expenses to an individual under Section 11.5 unless authorized in the specific case after the written affirmation and undertaking required in Section 11.5 are received and the determination required by Section 11.5 has been made. The determinations required by Section 11.3, Section 11.5 and this Section 11.7(A) shall be made (i) by a majority vote of those present at a meeting of the Board at which quorum is present, in which only those Directors not parties to the action, suit, or proceeding are counted to satisfy quorum; or (ii) if a quorum cannot be obtained in accordance with clause (i), by a majority vote of a committee of the Board designated by the Board, which committee shall consist of two or more Directors not parties to the action, suit, or proceeding. In the event quorum cannot be obtained, and a committee cannot be established, as contemplated in the previous sentence, or, even if a quorum is obtained or a committee is designated, if a majority of the Directors constituting such quorum or such committee so directs, the determination required to be made shall be made by independent legal counsel selected by a vote of the Board or the committee in the manner specified above in this Section 11.7(A) or, if a quorum of the full Board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority of the full Board. If the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

(B)    The right of an individual covered by Section 11.2 hereof to be indemnified (i) may also be enforced as a contract right pursuant to which the individual entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such individual; and (ii) shall continue to exist after the rescission or restrictive modification (as determined by such individual) of this ARTICLE XI with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(C)    If a request for indemnification under Section 11.2 or for the advancement or reimbursement of expenses validly authorized pursuant to Section 11.5 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary banker) and, if successful in whole or in part, the claimant also shall be entitled to be paid the expenses (including, but not limited to, attorneys' fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board, independent legal counsel, or its Members) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its Members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

(D)    The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this ARTICLE XI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of the Directors or otherwise, both as to action in such Director's or officer's official capacity and as to action in another capacity while holding that office.

(E) Nothing contained in this ARTICLE XI shall be construed to limit the rights and powers the Corporation possesses under the Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

(F) The Corporation shall have the right to appoint the attorney for an individual covered by Section 11.2 hereof or for an individual covered by Section 11.3 hereof, provided such appointment is not unreasonable under the circumstances.

Section 11.8 Insurance for Corporate Agents. Except as may be otherwise provided under provisions of law, the Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of an individual who is or was a Director, officer, employee, fiduciary or agent of the Corporation, or who, while a Director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of any domestic or foreign entity or of any employee benefit plan, against liability asserted against or incurred by the individual in such capacity or arising out of the individual's status as such, whether or not the Corporation would have the power to indemnify the individual against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

## **ARTICLE XII AMENDMENTS AND VALIDITY**

Section 12.1 Amendments to the Bylaws. The Board shall have the right to amend these Bylaws subject to an affirmative vote from two-thirds (2/3) of the Directors serving on the Board.

Section 12.2 Validity. The invalidity of any part of these Bylaws shall not impair or otherwise affect in any manner the validity, enforceability, or intent of the balance these Bylaws.

Section 12.3 Repeal of Prior Bylaws. Upon the adoption of these Bylaws, the previous Bylaws of the Corporation shall be repealed.

## **ARTICLE XIII DEFINITIONS**

Section 13.1 Definitions. For the purposes of these Bylaws the following capitalized terms shall have the following meanings:

(A) “**Act**” has the meaning set forth in Section 1.1(A).

(B) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one (1) or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(C) “**Articles of Incorporation**” means the Articles of Incorporation of the Corporation filed with the Colorado Secretary of State on November 3, 2006.

(D) “**Audit Committee**” has the meaning set forth in Section 5.3(A).

(E) “**Audit Committee Charter**” has the meaning set forth in Section 5.3(A).

(F) “**Board**” means the Board of Directors of the Corporation.

- (G) “**Board Elected Directors**” has the meaning set forth in Section 3.1(A)(i).
- (H) “**Business Day**” means any day except Saturday, Sunday or a federal holiday.
- (I) “**Business Transaction**” means any joint venture or contract of sale, lease, license, insurance or performance of services that involve monetary payments or other benefits in excess of \$10,000 in any tax year of the Corporation.
- (J) “**Bylaws**” means the Bylaws of the Corporation, as may be amended from time to time.
- (K) “**CEO**” shall mean the chief executive officer of the Corporation with the powers and duties described in Section 4.6(D).
- (L) “**Close Entity**” means an entity (x) in which a Director or one or more of his Immediate Family Members is a partner, member, officer, director or occupies a similar position (except limited partners, non-managing members and those occupying similar positions who, in each case, have no active role in providing services to the Corporation); and (y) which provides accounting, consulting, legal, investment banking or financial advisory services to the Corporation or any Affiliate of the Corporation.
- (M) “**Code**” means the Internal Revenue Code of 1986, as amended, or any future federal tax code.
- (N) “**Code of Conduct**” means the Conflict Policy and any other code of conduct as may be adopted from time to time by the Board, as each of the same may be later amended or revised from time to time by the Board.
- (O) “**Code of Ethics**” means the Code of Ethics of the Corporation as approved and revised from time to time by the Board.
- (P) “**Compensation Committee**” has the meaning set forth in Section 5.4(A).
- (Q) “**Compensation Committee Charter**” has the meaning set forth in Section 5.4(A).
- (R) “**Corporation**” means Scrum Alliance, Inc.
- (S) “**Covered Individual**” has the meaning set forth in Section 8.2.
- (T) “**CPO**” shall mean the chief product owner of the Corporation with the powers and duties described in Section 4.6(D)(i).
- (U) “**CSM**” shall mean the chief scrummaster of the Corporation with the powers and duties described Section 4.6(D)(ii).
- (V) “**Director**” or “**Directors**” means, individually, any one of the following individuals, or collectively, the Board Elected Directors, the SCM Directors, the CEO, the CPO and the CSM.



(W) “**Dues**” means the annual member dues set by the Board which are payable by Members to the Corporation, which need not be the same with respect to each Class or amongst subclasses of a Class.

(X) “**Executive Committee**” has the meaning set forth in Section 5.1(A).

(Y) “**Executive Committee Charter**” has the meaning set forth in Section 5.1(A)

(Z) “**Executive Officer**” means any officer of the Corporation who, as a result of such officer’s role as an officer, performs a policy making function for the Corporation, such as the CEO, the CPO, the CSM, principal financial officer, principal accounting officer, or any other officer who performs a similar function for the Corporation; *provided, however*, that the Secretary and Treasurer do not perform policy making functions for the Corporation and shall not be considered Executive Officers.

(AA) “**Financial Interest**” exists, with respect to a certain Person, if the Person has, directly or indirectly, through business, investment, or family: (i) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement; (ii) compensation arrangement with the Corporation or with any Person with which the Corporation has a transaction or arrangement; or (iii) a potential ownership or investment interest in, or compensation arrangement with, any Person with which the Corporation is negotiating a transaction or arrangement.

(BB) “**Immediate Family Member**” means a spouse, daughter, stepdaughter, son, stepson, mother, stepmother, father, stepfather or an individual in a close personal relationship.

(CC) “**Independent Director**” shall be a Director who (i) has been determined to be independent by the Executive Committee in accordance with these Bylaws; and (ii) does not satisfy any of the situations described in Section 3.16(A) through Section 3.16(I). Notwithstanding Section 3.16, the fact that a Director previously acted as an Interim Executive Officer of the Corporation will not, on its own, prevent that Director from being an Independent Director.

(DD) “**Materials**” means educational or other materials that (i) include or reference certifications or designations indicating the Person’s particular qualifications due to training or other association with the Corporation, or (ii) include any logo, trademark or other intellectual property of the Corporation.

(EE) “**Interested Person**” has the meaning set forth in Section 8.2.

(FF) “**Member List**” has the meaning set forth in Section 6.1(K).

(GG) “**Members**” means collectively the Scrum Members and Voting Members.

(HH) “**Nominating Committee**” has the meaning set forth in Section 5.2(A).

(II) “**Nominating Committee Charter**” has the meaning set forth in Section 5.2(A).

(JJ) “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental entity, unincorporated organization, trust, association or other entity.

(KK) “**Proposed Terminated Member**” has the meaning set forth in Section 2.5(A)(iv).

(LL) “**SCM Directors**” has the meaning set forth in Section 3.1(A)(ii).

(MM) “**Scrum Certified Members**” shall be those Persons approved by the Board to be a Scrum Certified Member in the manner provided by, and subject to the requirements imposed by the Board. The Board may (x) designate Scrum Certified Members by other titles; and (y) divide Scrum Certified Members into classes with varied Dues, rights and privileges.

(NN) “**Scrum Members**” has the meaning set forth in Section 2.1.

(OO) “**Termination Effective Date**” has the meaning set forth in Section 2.5(A)(iv).

(PP) “**Termination Notice**” has the meaning set forth in Section 2.5(A)(iv).

(QQ) “**Uncertified Scrum Members**” shall be those Persons approved by the Board to be an Uncertified Scrum Member in the manner provided by, and subject to the requirements imposed by the Board. The Board may (x) designate Uncertified Scrum Members by other titles; and (y) divide Uncertified Scrum Members into classes with varied Dues, rights and privileges.

(RR) “**Voting Members**” has the meaning set forth in Section 2.4.

I, the undersigned, being the Secretary of **SCRUM ALLIANCE, INC.**, a Colorado non-profit corporation, DO HEREBY CERTIFY that the foregoing are the Amended and Restated Bylaws of said corporation adopted by the Board as the Bylaws of the Corporation at a meeting occurring on \_\_\_\_\_, 2019.

\_\_\_\_\_, Secretary