

# BYLAWS

## World Administrators Alliance Inc.

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**ARTICLE I**  
**PURPOSES, POWERS AND LIMITATIONS**

1.1 Purposes. World Administrators Alliance Inc., also known as the WA-Alliance (“Alliance”), is organized exclusively for exempt purposes as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or any corresponding section of any future federal tax code (“Code”). The specific purpose for which the Corporation is organized is to elevate the administrative profession globally through, among other things, international standardization of role levels, tasks and qualification expectations; global alliances, partnerships and linkages; programs and publications; development templates; and research papers.

1.2 Powers. To enable the Alliance to carry out its purposes, the Alliance will have the power to do any and all lawful acts and to engage in any and all lawful activities, directly or indirectly, alone or in conjunction with others which may be necessary, proper or suitable for the attainment of any of the purposes for which the Alliance is organized and which are permitted to be carried on by an organization exempt from federal income tax under Code Section 501(c)(6) and an organization incorporated under the Delaware General Alliance Law, as now in effect or as it may hereafter be amended (“DGCL”).

1.3 Limitations. The Alliance will not engage in activities that are not in furtherance of the Alliance’s purposes, as described in this Article. No part of the net earnings of the Alliance will inure to the benefit of or be distributable to any private person. The Alliance will not participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office to an extent that would disqualify it from tax exemption under Section 501(c)(6) of the Code. The Alliance is prohibited from making loans to (excluding advances made for legal defense made pursuant to Article VI hereof,) or guaranty obligations of, the members of the WA-Alliance Council (as defined below) or officers under any circumstance.

**ARTICLE II**  
**MEMBERS**

2.1 Members. The Alliance will have members (“Members”) identified, selected and admitted by the Board of Directors of the Alliance (“WA-Alliance Council”). The terms of membership will be defined and determined from time to time by the WA-Alliance Council in accordance with these bylaws (“Bylaws”), the Certificate of Incorporation of the Alliance (“Certificate”), the Alliance’s guidelines, policies and procedures (collectively, “Policies”), and the DGCL, including with respect to classification and categorization; conditions, standards, qualifications, applications and issuance; dues, assessments, fees and other obligations, responsibilities, requirements, restrictions and guidelines; voting and other benefits, rights, privileges and preferences; mediating, resolving or otherwise addressing disputes and grievances; and duration, lapse, forfeiture, suspension, resignation, termination, expulsion, revocation and readmission or reinstatement.

2.2 Membership.

(a) Terms of Membership. To the extent the terms of membership conflict with the default terms of membership under the DGCL, the terms of membership defined and determined by the WA-Alliance Council will control to the extent permitted by the DGCL and will be considered to be provided by or under these Bylaws even if set forth in the Policies.

(b) No Contract or Property Rights. Unless otherwise expressly and specifically provided, nothing in these Bylaws, the Certificate or the Policies will be considered to create or vest in, between or among the Alliance and the Members any contractual or property rights.

(c) No Partnership. No partnership is implied, or otherwise exists, between or among the Alliance and the Members by reason of their membership or other association with the Alliance.

2.3 Annual Meeting. The annual meeting of the Members (“Annual Members’ Meeting”) will be called by the

WA-Alliance Council and convened by the Secretary to elect members of the WA-Alliance Council and to transact such business as may be required by the DGCL, the Certificate or these Bylaws, or as may be properly brought before the meeting.

2.4 Special Meetings. Special meetings of the Members for any purpose(s) may be called at any time by the Chair, Secretary or any three members of the WA-Alliance Council. The person(s) authorized to call special meetings of the Members may fix the date, time and place, if any, of the meeting.

2.5 Notice. Written notice of each annual or special meeting of the Members will be delivered to each Member (a) at least three (3) months before the date of the meeting, setting forth the date, time and place, if any, of the meeting and the means of remote communications, if any, and (b) at least two(2) month[s] before the date of the meeting, setting forth the purpose(s) and agenda of the meeting.

2.6 Quorum and Voting. Except as otherwise required or permitted by these Bylaws, the Certificate or the DGCL, a majority of the voting power of the memberships entitled to vote at the meeting, present in person or represented by proxy and voting, will constitute a quorum at all meetings of the Members for the transaction of business, (b) when a quorum is present, the affirmative vote of a majority of the voting power of the memberships entitled to vote at the meeting, present in person or represented by proxy and voting, will be the act of the Members, and (c) each Member will be entitled at every meeting of the Members to one vote on each matter submitted to a vote of the Members.

2.7 Proxies. A Member may authorize another person or persons to vote or otherwise act for the Member by proxy authorized by an instrument in writing or by a transmission permitted by law and filed with the Secretary, but no such proxy will be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A Member may also authorize another person or persons to act for the Member as proxy in the manner(s) provided under Section 212(c) of the DGCL. The revocability of a proxy that states on its face that it is irrevocable will be governed by the provisions of Section 212 of the DGCL.

2.8 Written Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, are signed by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members were present and voted, and are delivered to the Alliance. Every consent must bear the date of signature of each Member who signs the consent, and no consent will be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the Alliance, consents signed by a sufficient number of Members to take action are delivered to the Alliance. Prompt notice of the taking of the action without a meeting by less than unanimous written consent will be given to those Members who have not consented in writing.

### **ARTICLE III WA-ALLIANCE COUNCIL**

3.1 Composition. The WA-Alliance Council will consist of three or more members, the number of which will be determined from time to time exclusively by the WA-Alliance Council. No reduction of the authorized number of members of the WA-Alliance Council will have the effect of removing any such member before his or her term of office expires.

3.2 Election and Term of Office. Members of the WA-Alliance Council will be elected at the Annual Members' Meeting. Each member of the WA-Alliance Council will serve until the adjournment of the [next] Annual Members' Meeting or until his or her successor is elected, unless he or she sooner dies, resigns or is removed. Members of the WA-Alliance Council may serve up to a maximum of two (2) successive terms, subject to any service limitations or other eligibility restrictions or requirements provided by these Bylaws.

3.3 Regular Meetings. The WA-Alliance Council will meet each year immediately following the Annual Members' Meeting ("Annual Meeting of the WA-Alliance Council") to appoint the members of any WA-Alliance Council

committee, to elect officers, and to transact other business that is properly brought before the meeting. Additional regular meetings, to transact business that is properly brought before the meeting, may be held at the places, if any, dates and times as are designated by the WA-Alliance Council.

3.4 Special Meetings. Special meetings of the WA-Alliance Council, for any purpose(s), may be called at any time by the Chair or Secretary or two (2) or more members of the WA-Alliance Council. The person(s) authorized to call special meetings of the WA-Alliance Council may fix the date, time and place, if any, of the meeting.

3.5 Notice. Written notice of any special meeting of the WA-Alliance Council, stating the date, time and place, if any, and purpose(s) of the meeting, and the means of remote communications, if any, will be delivered to each member of the WA-Alliance Council at least seven (7) days before the date of the meeting. Notice of regular meetings of the WA-Alliance Council is not required.

3.6 Quorum and Voting. Except as otherwise provided by the DGCL, the Certificate or these Bylaws, a majority of the members of the WA-Alliance Council will be necessary to constitute a quorum for the transaction of business at any meeting of the WA-Alliance Council and the act of a majority of the members of the WA-Alliance Council present and voting at any meeting at which there is a quorum, each of which will be entitled to one vote, will be the act of the WA-Alliance Council. Members of the WA-Alliance Council may not participate in WA-Alliance Council meetings or exercise their voting rights by alternates, by proxy or the like. If a quorum is not present at any WA-Alliance Council meeting, the Chair of the meeting may adjourn or postpone the meeting to another date, time and place, if any, without further notice.

3.7 Vacancies. Vacancies on the WA-Alliance Council will be exclusively filled by the Members and each member of the WA-Alliance Council so elected will hold office for the unexpired term of his or her predecessor in office, if any, until the next election of members of the WA-Alliance Council or unless he or she sooner dies, resigns or is removed. A vacancy will be considered to exist by reason of the death or resignation of a member of the WA-Alliance Council, upon the failure of the WA-Alliance Council to elect a member of the WA-Alliance Council to fill the unexpired term of any member of the WA-Alliance Council removed in accordance with these Bylaws, and newly created WA-Alliance Council memberships resulting from any increase in the number of members.

3.8 Resignation; Removal. Any member of the WA-Alliance Council may resign at any time upon written notice to the WA-Alliance Council, the Chair or Secretary of the Alliance. A resignation is effective upon delivery unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. The acceptance of a resignation is not necessary to make it effective. One or more members of the WA-Alliance Council may be removed, with or without cause, at any time, by the affirmative vote of a majority of all members of the WA-Alliance Council then in office by the WA-Alliance Council at a special meeting of the WA-Alliance Council called for the purpose of removing the member(s), notice of which must state that the purpose, or one of the purposes, of the meeting is the removal of the member(s).

3.9 Written Consent. Any action required or permitted to be taken at a meeting of the WA-Alliance Council may be taken without a meeting if all members of the WA-Alliance Council consent thereto in writing.

3.10 Compensation. Members of the WA-Alliance Council will not receive any compensation for serving as members of the WA-Alliance Council, but, if approved by the WA-Alliance Council, may be reimbursed for their expenses in the performance of their duties as members of the WA-Alliance Council or any committee of the WA-Alliance Council. A member of the WA-Alliance Council also may serve the Alliance in other capacities and receive compensation as approved by the WA-Alliance Council.

3.11 Non-Voting Members of the WA-Alliance Council. The WA-Alliance Council may from time to time elect or designate non-voting members of the WA-Alliance Council, including advisory or honorary members, who may be invited to attend WA-Alliance Council meetings and who will serve at the pleasure of the WA-Alliance Council, but who will neither have nor exercise any rights of a member of the WA-Alliance Council or otherwise be considered

members of the WA-Alliance Council for any purpose whatsoever, whether under the DGCL, the Certificate, these Bylaws or otherwise.

#### **ARTICLE IV COMMITTEES OF THE WA-ALLIANCE COUNCIL**

4.1 Creation of Committees. The WA-Alliance Council may create one or more committees of the WA-Alliance Council, each of which will consist of one or more members of the WA-Alliance Council, for such terms and with such powers, authority and duties as the WA-Alliance Council expressly authorizes and delegates; provided that no such committee will have the power or authority to (a) approve or adopt, or recommend to the Members, any action or matter expressly required by the DGCL, the Certificate or these Bylaws to be submitted to the Members for approval or (b) adopt, amend or repeal any of these Bylaws.

4.2 Meetings. Regular meetings of each committee of the WA-Alliance Council will be held at such places, if any, dates and times as are designated by the committee. Special meetings will be called in the same manner as special meetings of the WA-Alliance Council.

4.3 Quorum and Voting. At meetings of each committee of the WA-Alliance Council, a majority of the members thereof will be necessary to constitute a quorum for the transaction of business and the act of a majority of the members present and voting at any meeting at which there is a quorum, each of which will be entitled to one vote, will be the act of the committee.

4.4 Action by Written Consent. Any action required or permitted to be taken at a meeting of a committee of the WA-Alliance Council may be taken without a meeting if all members of the committee consent thereto in writing.

4.5 Resignation and Removal. A member of any committee of the WA-Alliance Council may be removed from the committee, with or without cause, at any time, by the WA-Alliance Council. Resignation or removal of a member of the WA-Alliance Council will automatically constitute resignation or removal, as applicable, from the committee.

4.6 Vacancies. Any vacancy in any committee of the WA-Alliance Council will be filled by the WA-Alliance Council in the manner prescribed by these Bylaws for the original appointment of the members of the committee.

#### **ARTICLE V OFFICERS**

5.1 Elected Officers. The elected officers of the Alliance will be a Chair, and Secretary, and there may be one or more such other officers as the WA-Alliance Council may from time to time consider necessary or advisable for the conduct of the business of the Alliance. Two or more offices may be held by the same person.

5.2 Election and Term of Office. Each officer will be elected by the Annual Meeting of the WA-Alliance Council and will hold office until the adjournment of the next Annual Meeting of the WA-Alliance Council or until his or her successor is elected, unless he or she sooner dies, resigns or is removed from office.

5.3 Powers and Duties. The powers and duties of the officers will be those usually pertaining to their respective offices, subject to the general direction and supervision of the WA-Alliance Council. Those powers and duties will include the following:

5.4 Chair. The Chair of the WA-Alliance Council will preside at the meetings of the WA-Alliance Council and the Members, and will have such other powers and duties as designated in accordance with these Bylaws and as from time to time may be assigned by the WA-Alliance Council. The Chair will be responsible for general management and control in the ordinary course of the business of the Alliance. The Chair may execute and deliver, in the name and on behalf of the Alliance, agreements, instruments and documents of any kind or character in the ordinary course of business and otherwise as authorized and directed by the WA-Alliance Council. The Chair may appoint or employ and discharge

agents and employees of the Alliance, and fix their compensation, as he or she considers necessary or advisable for the conduct of the business of the Alliance. Unless otherwise directed by the WA-Alliance Council, the Chair will be entitled to attend in person, by substitute, or by proxy and act and vote on behalf of the Alliance at all meetings of the owners or members of any company in which the Alliance holds a voting interest or membership.

5.5 Secretary. The Secretary will be the custodian of all corporate records, and of the seal, if any, of the Alliance. The Secretary will see that all notices required to be given to the WA-Alliance Council and Members are given in accordance with these Bylaws or as required by law. The Secretary will also perform, under the direction and subject to the control of the Chair and the WA-Alliance Council, such other duties as may be assigned to the Secretary.

5.6 Resignation; Removal. Any officer of the Alliance may resign at any time upon written notice to the WA-Alliance Council or the Chair or Secretary, if such officer is not the resigning officer. A resignation is effective upon delivery unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. The acceptance of that resignation will not be necessary to make it effective. Any officer elected by the WA-Alliance Council may be removed by the WA-Alliance Council with or without cause, but that removal will be without prejudice to the contract rights, if any, of the person so removed. Election of an officer will not in and of itself create contract rights.

5.7 Vacancies. A vacancy in any office occasioned by the death, resignation, or removal of any officer, or the increase in the number of officers, will be filled by the WA-Alliance Council, and the person or persons elected to fill the vacancy or vacancies will serve for the unexpired term of his or her predecessor, if any, until the next election of officers or until his or her successor is elected, unless he or she sooner dies, resigns, or is removed.

5.8 Compensation. The officers of the WA-Alliance Council, including the Chair, will not receive any compensation for serving as an officer, but, if approved by the WA-Alliance Council, may be reimbursed for their expenses in the performance of their duties as members of the WA-Alliance Council or any committee of the WA-Alliance Council.

## **ARTICLE VI INDEMNIFICATION**

6.1 Power to Indemnify in Actions, Suits or Proceedings Other than Those by or in the Right of the Alliance. Subject to Section 6.3 hereof, the Alliance will indemnify, to the fullest extent permitted by the DGCL or any other applicable law, as now or hereafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Alliance) by reason of the fact that the person is or was a member of the WA-Alliance Council or officer of the Alliance or any predecessor of the Alliance, or is or was a member of the WA-Alliance Council or officer of the Alliance serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees,) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, including the defense or settlement thereof, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Alliance, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Alliance, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

6.2 Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Alliance. Subject to Section 6.3 hereof, the Alliance will indemnify, to the fullest extent permitted by the DGCL or any other applicable law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Alliance to procure a judgment in its favor by reason of the fact that the person is or was a member of

the WA-Alliance Council or officer of the Alliance or any predecessor of the Alliance, or is or was a member of the WA-Alliance Council or officer of the Alliance serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees,) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, including the defense or settlement thereof, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Alliance; except that no indemnification will be made in respect of any claim, issue or matter as to which the person will have been adjudged to be liable to the Alliance unless and only to the extent that the Court of Chancery or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or other court considers proper.

6.3 Authorization of Indemnification. Any indemnification under this article (unless ordered by a court) will be made by the Alliance only as authorized in the specific case upon a determination that indemnification of the member of the WA-Alliance Council or officer is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 6.1 or 6.2 hereof, as the case may be. The determination will be made, with respect to a person who is a current or former member of the WA-Alliance Council or officer, (a) by the affirmative vote of a majority of the members of the WA-Alliance Council then in office who are not parties to or otherwise involved in the action, suit or proceeding, even though less than a quorum, or (b) by a committee of those members of the WA-Alliance Council designated by the affirmative vote of a majority of those members of the WA-Alliance Council, even though less than a quorum, or (c) if there are no such members of the WA-Alliance Council, or if those members of the WA-Alliance Council so direct, by independent legal counsel in a written opinion, or (d) by the Members (but only if a majority of the members of the WA-Alliance Council then in office who are not parties to the action, suit or proceeding, if they constitute a quorum of the WA-Alliance Council, presents the issue of entitlement to indemnification to the Members for their determination.) The determination will be made, with respect to former members of the WA-Alliance Council and officers, by any person or persons having the authority to act on the matter on behalf of the Alliance. To the extent, however, that a present or former member of the WA-Alliance Council or officer of the Alliance has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, the person will be indemnified against expenses (including attorneys' fees,) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by the person in connection therewith, without the necessity of authorization in the specific case.

6.4 Good Faith Defined. For purposes of any determination under Section 6.3 hereof, to the fullest extent permitted by the DGCL or any other applicable law, a person will be deemed to have acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Alliance, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe the person's conduct was unlawful, if the person's action is based on the records or books of account of the Alliance or another enterprise, or on information supplied to the person by the officers of the Alliance or another enterprise in the course of their duties, or on the advice of legal counsel for the Alliance or another enterprise or on information or records given or reports made to the Alliance or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Alliance or another enterprise. The term "another enterprise" as used in this section will mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which the person is or was serving at the request of the Alliance as a director, officer, employee or agent. The provisions of this section will not be considered to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 6.1 or 6.2 hereof, as the case may be.

6.5 Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 6.3 hereof, and notwithstanding the absence of any determination thereunder, any member of the WA-Alliance Council or officer may apply to the Court of Chancery in the State of Delaware for indemnification to the extent otherwise permissible under Sections 6.1 and 6.2 hereof. The basis of the indemnification by a court will be a determination by the court that indemnification of the member of the WA-Alliance Council or officer is proper in the circumstances because the person has met the applicable standards of conduct set forth in Section 6.1 or 6.2 hereof, as the case may be. Neither a contrary determination in the specific case under Section 6.3 hereof nor the absence of any determination

thereunder will be a defense to the application or create a presumption that the member of the WA-Alliance Council or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this section will be given to the Alliance promptly upon the filing of the application. If successful, in whole or in part, the member of the WA-Alliance Council or officer seeking indemnification will also be entitled to be paid the expense of prosecuting the application.

6.6 Expenses Payable in Advance. To the fullest extent not prohibited by the DGCL or any other applicable law, expenses incurred by a person who is or was a member of the WA-Alliance Council or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding will be paid by the Alliance in advance of the final disposition of the action, suit or proceeding; provided, however, that if the DGCL or any other applicable law requires, an advance of expenses incurred by any person in his or her capacity as a member of the WA-Alliance Council or officer (and not in any other capacity) will be made only upon receipt of an undertaking by or on behalf of the person to repay such amount if it ultimately is determined that the person is not entitled to be indemnified by the Alliance as authorized in this article.

6.7 Non-exclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this article will not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any Bylaw, agreement, vote of the Members or disinterested members of the WA-Alliance Council or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding the office, it being the policy of the Alliance that indemnification of the persons specified in Sections 6.1 and 6.2 hereof will be made to the fullest extent permitted by law. The provisions of this article will not be considered to preclude the indemnification of any person who is not specified in Section 6.1 or 6.2 hereof but whom the Alliance has the power or obligation to indemnify under the provisions of the DGCL or any other applicable law. The Alliance is specifically authorized to enter into individual contracts with any or all of its member of the WA-Alliance Council, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL or any other applicable law.

6.8 Insurance. To the fullest extent permitted by the DGCL or any other applicable law, the Alliance may purchase and maintain insurance on behalf of any person who is or was a member of the WA-Alliance Council, officer, employee or agent of the Alliance, or is or was a member of the WA-Alliance Council, officer, employee or agent of the Alliance serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Alliance would have the power or the obligation to indemnify the person against that liability under the provisions of this article.

6.9 Certain Definitions. For purposes of this article, references to "the Alliance" will include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify the members of the WA-Alliance Council or officers, so that any person who is or was a director or officer of the constituent corporation, or is or was a director or officer of the constituent corporation serving at the request of the constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, will stand in the same position under the provisions of this article with respect to the resulting or surviving corporation as the person would have with respect to the constituent corporation if its separate existence had continued. For purposes of this article, references to "serving at the request of the Alliance" will include any service as a member of the WA-Alliance Council, officer, employee or agent of the Alliance which imposes duties on, or involves services by, such member of the WA-Alliance Council or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner "not opposed to the best interests of the Alliance" as referred to in this article.

6.10 Survival of Indemnification and Advancement of Expenses. The rights to indemnification and advancement of expenses conferred by this article will continue as to a person who has ceased to be a member of the WA-Alliance Council or officer and will inure to the benefit of the heirs, executors, administrators and other personal and legal

representatives of such a person.

6.11 Notice. Promptly after receipt by a member of the WA-Alliance Council or officer of notice of the commencement of any action, suit or proceeding, the member of the WA-Alliance Council or officer will, if a claim for indemnification hereunder in respect thereof is to be made against the Alliance, notify the Alliance of the commencement thereof, but the failure to so notify the Alliance will not relieve the Alliance from any liability which it may have to the member of the WA-Alliance Council or officer hereunder unless the Alliance is materially and adversely prejudiced by such failure. Subject to Section 6.12 hereof, with respect to any such action, suit or proceeding of which a member of the WA-Alliance Council or officer notifies the Alliance under this Section 6.11 hereof or of which the Alliance is otherwise aware, the Alliance will be entitled to participate therein at its own expense.

6.12 Assumption of Defense. Except as otherwise provided in this section, the Alliance, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense of any action, suit or proceeding, upon notice to the member of the WA-Alliance Council or officer. After notice from the Alliance to a member of the WA-Alliance Council or officer of its election to so assume the defense of any such action, suit or proceeding, the Alliance will not be liable to the member of the WA-Alliance Council or officer for any legal or other expenses subsequently incurred by the member of the WA-Alliance Council or officer in connection with the defense thereof except as provided below. Any member of the WA-Alliance Council or officer will have the right to employ his or her own counsel in such action, suit or proceeding, but any fees and expenses of such counsel incurred after notice from the Alliance under this section will be at the sole and exclusive expense of the member of the WA-Alliance Council or officer unless (a) the employment of counsel by the member of the WA-Alliance Council or officer has been authorized in writing by the Alliance, (b) such member of the WA-Alliance Council or officer has concluded that there may be a conflict of interest between the Alliance and such member of the WA-Alliance Council or officer in the conduct of the defense of such action, suit or proceeding and the Alliance has given its prior written consent (not to be unreasonably withheld, conditioned or delayed), or (c) the Alliance has not in fact employed counsel to assume the defense of such action, suit or proceeding (and in the case of each of clauses (a), (b), or (c) above, the fees and expenses of such counsel will be at the expense of the Alliance). The Alliance will not be entitled to assume the defense of any action, suit or proceeding (i) brought by or on behalf of the Alliance or (ii) described in clause (b) above.

6.13 Limitation on Indemnification. Notwithstanding anything contained in this article to the contrary, the Alliance will not be obligated to indemnify any member of the WA-Alliance Council or officer (a) in connection with a proceeding (or part thereof) initiated by the person unless the proceeding (or part thereof) was authorized or consented to by the WA-Alliance Council, except for proceedings to enforce rights to indemnification (which will be governed by Section 6.5 hereof,) or (b) if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law. No indemnity pursuant to Section 6.1 and 6.2 hereof will be paid by the Alliance to any person who is or was a member of the WA-Alliance Council, officer, employee or agent of the Alliance, or is or was a member of the WA-Alliance Council, officer, employee or agent of the Alliance serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in respect of any expenses (including attorneys' fees) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, including the defense or settlement thereof, to the extent such person has otherwise received payment therefor under any insurance policy or otherwise.

6.14 Indemnification of Employees and Agents. The Alliance may, to the extent authorized from time to time by the WA-Alliance Council in writing, provide rights to indemnification and to the advancement of expenses to employees and agents of the Alliance similar to those conferred in this article to members of the WA-Alliance Council and officers of the Alliance.

6.15 Effect of Amendment or Repeal. Neither any amendment or repeal of any section of this article, nor the adoption of any provision of the Certificate or these Bylaws inconsistent with this article, will adversely affect any right or protection of any member of the WA-Alliance Council, officer, employee or other agent established pursuant to this article existing at the time of the amendment, repeal or adoption of an inconsistent provision, including without limitation by eliminating or reducing the effect of this article, for or in respect of any act, omission or other matter occurring, or

any action or proceeding accruing or arising (or that, but for this article, would accrue or arise,) prior to the amendment, repeal or adoption of an inconsistent provision.

6.16 Settlement. The Alliance will not be liable for indemnification of any member of the WA-Alliance Council or officer for any amounts paid in settlement of any action or claim where such settlement was effected without its prior written consent. The Alliance will not be required to obtain the consent of any member of the WA-Alliance Council or officer for the settlement of any proceeding the Alliance has undertaken to defend if the Alliance assumes full and sole responsibility for each and such settlement; provided, however, that the Alliance will be required to obtain such member of the WA-Alliance Council or officer's prior written approval, which approval must not be unreasonably withheld, conditioned or delayed, before entering into any settlement that (a) does not grant such member of the WA-Alliance Council or officer a complete release of liability, (b) would impose any penalty or material limitation on such member of the WA-Alliance Council or officer (other than reasonable obligations of confidentiality and non-disparagement,) or (c) would admit any liability or misconduct by such member of the WA-Alliance Council or officer. In furtherance of the foregoing, except where the Alliance is required to obtain the prior written approval of a member of the WA-Alliance Council or officer as described in clauses (a), (b), and (c) above, any member of the WA-Alliance Council or officer that fails to promptly execute and deliver any settlement agreement or related documentation required by the Alliance to effect such a settlement will no longer be entitled to indemnification under this article.

## **ARTICLE VII ELECTRONIC COMMUNICATIONS, RECORDS AND SIGNATURES**

1.1 Remote Communication. Subject to any guidelines and procedures the WA-Alliance Council may adopt, a person not physically present at a meeting of the Members, the WA-Alliance Council or a committee of the WA-Alliance Council may, by means of remote communication: (a) participate in the meeting; and (b) be considered present in person and vote at the meeting whether the meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Alliance will implement reasonable measures to verify that the person is a Member or a member of the WA-Alliance Council, (ii) the Alliance will implement reasonable measures to permit the person to participate in the meeting and to vote on matters submitted, including the ability to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and (iii) if the person votes or takes other action at the meeting by means of remote communication, a record of the vote or other action will be maintained by the Alliance.

### 1.2 Electronic Records and Signatures.

(a) Except to the extent prohibited by these Bylaws, the Certificate or the DGCL or any other applicable law, and subject to the following requirements, electronic records and signatures may be used in connection with and relied on for all matters contemplated by these Bylaws, including all notices, waivers, records, consents, and any requirement that any such document be "written," "in writing," "delivered" or "signed," and none of the Alliance, any member of the WA-Alliance Council or any Member may contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under the DGCL or any other applicable law.

(b) Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Alliance under the Certificate or these Bylaws will be effective if given by a form of electronic transmission consented to by the Member to whom the notice is given. The consent will be revocable by the Member by written notice to the Alliance. The consent will be considered revoked if (i) the Alliance is unable to deliver by electronic transmission two consecutive notices given by the Alliance in accordance with the consent, and (ii) that inability becomes known to the Secretary or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat that inability as a revocation will not invalidate any meeting or action.

(c) Notice given pursuant to Section 7.2(b) hereof will be considered given: (i) if by facsimile telecommunication, when directed to a number at which the Member has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the Member has consented to receive notice; (iii) if by a

posting on an electronic network together with separate notice to the Member of that specific posting, upon the later of (A) the posting, and (B) the giving of the separate notice; and (iv) if by any other form of electronic transmission, when directed to the Member. An affidavit of the Secretary or other agent of the Alliance that the record has been given by a form of electronic transmission will, in the absence of fraud, be prima facie evidence of the facts stated therein.

(d) With respect to written consents by Members, an electronic transmission consenting to an action to be taken and transmitted by a Member or proxy holder, or by a person or persons authorized to act for a Member or proxy holder, will be considered to be written, signed, dated and delivered for the purposes of Section 2.8 hereof, provided that the electronic transmission sets forth or is delivered with information from which the Alliance can determine (i) that the electronic transmission was transmitted by the Member or proxy holder or by a person or persons authorized to act for the Member or proxy holder, and (ii) the date on which the Member or proxy holder or authorized person or persons transmitted the electronic transmission. The date on which the electronic transmission is transmitted will be considered to be the date on which the consent was signed. A consent given by electronic transmission need not be reproduced in paper form and delivered to the Alliance to be considered to have been delivered.

(e) For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 Place of Meetings. Any meeting of the WA-Alliance Council or a committee of the WA-Alliance Council may be held at the principal office of the Alliance, or at such other place within or outside of the State of Delaware as will be determined by the Members, the WA-Alliance Council or the committee in accordance with these Bylaws. The Members, WA-Alliance Council or committee may determine that a meeting will not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 7.1 hereof.

8.2 Waiver of Notice. The giving of any notice of the date, time, place or purpose of holding any meeting of the Members, WA-Alliance Council or committee of the WA-Alliance Council and any requirement as to publication thereof, whether statutory or otherwise, will be waived by the attendance at the meeting by any person entitled to receive the notice, whether in person or, if permitted, by proxy, except when the person or proxy attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened (who will not be considered to be present for purposes of determining whether a quorum is present,) and may be waived by the person by an instrument in writing executed and filed with the records of the meeting, either before or after the holding thereof.

8.3 Organization of WA-Alliance Council, Member and WA-Alliance Council Committee Meetings; Order of Business. Meetings of the WA-Alliance Council and Members will be presided over by the Chair or the person appointed by the Chair, or any officer of the Alliance selected by the WA-Alliance Council, in the foregoing order of precedence, to be followed in the case of an absence or failure to make an appointment. Meetings of committees of the WA-Alliance Council will be presided over by the Chair of the committee, who will be designated by the WA-Alliance Council or chosen by the members of the committee. The Secretary will act as secretary of meetings of the WA-Alliance Council and the Members, but in the absence of the Secretary, the Chair of the meeting may appoint any person to act as secretary of the meeting. Each committee will elect a secretary who will be either a member of the committee or the Secretary. The order of business at a meeting of the Members, the WA-Alliance Council or committee of the WA-Alliance Council will be as determined by the Chair of the meeting.

8.4 Record of WA-Alliance Council and Committee Action; Reports. The WA-Alliance Council and its committees will keep regular minutes of their proceedings, which minutes must be prepared and submitted to the WA-Alliance Council or committee, as applicable, for approval by the earlier of (a) the next meeting of the WA-Alliance

Council or committee, as applicable, and (b) 30 days after the date of the meeting. In addition, committees of the WA-Alliance Council will report the minutes to the WA-Alliance Council when so required by the WA-Alliance Council.

8.5 Fiscal Year. The WA-Alliance Council will have the power to determine and from time to time change the fiscal year of the Alliance. In the absence of contrary action by the WA-Alliance Council, the fiscal year of the Alliance will begin on the first day of January in each year and end on the last day of December in each year.

8.6 Exclusive Forum; Fees. Unless the Alliance consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have or declines to accept jurisdiction, any state or federal court sitting in Wilmington, Delaware) will be the sole and exclusive forum for: (a) any derivative action or proceeding brought on behalf of the Alliance, (b) any action asserting a claim for breach of a fiduciary duty owed by any member of the WA-Alliance Council, officer, employee or agent of the Alliance to the Alliance or the Members, (c) any action asserting a claim arising pursuant to any provision of the DGCL, the Certificate or these Bylaws, (d) any action to interpret apply, enforce or determine the validity of the Certificate or these Bylaws, or (e) any action asserting a claim governed by the internal affairs doctrine; in each case subject to the court having personal jurisdiction over the indispensable parties named as defendants therein. If any action the subject matter of which is within the scope of this section is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any current or former Member or current or former member of the WA-Alliance Council, the person will be considered to have consented to: (i) the personal jurisdiction of the state and federal courts sitting in Wilmington, Delaware in connection with any action brought in any such court to enforce this section (an "Enforcement Action"), and (ii) having service of process made upon the person in any such Enforcement Action by service upon the person's counsel in the Foreign Action as agent for the person. Any current or former Member or member of the WA-Alliance Council who initiates a claim against the Alliance or any current or former member of the WA-Alliance Council, officer, employee or agent of the Alliance and does not obtain a judgement on the merits that substantially achieves, in substance and amount, the full remedy sought, will be obligated jointly and severally to reimburse the Alliance for all fees, costs and expenses of every kind and description (including, but not limited to, all reasonable attorneys' fees and other litigation expenses.)

8.7 Interpretation. The terms "include," "including" and similar terms will be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The terms "hereof," "herein," "hereby," "hereunder," and similar terms in these Bylaws refer to these Bylaws as a whole and not to any particular provision or section of these Bylaws. The term "company" means general, limited or limited liability partnership, trust, estate, association, joint venture, joint stock company, limited liability company, unincorporated organization, employee benefit plan, government (or an agency or political subdivision thereof) or, as applicable, any other entity or enterprise. Article and section headings are provided for reference purposes only and in no way define, limit, construe or describe the scope or extent of any article or section hereof.