

PINK BOOTS SOCIETY

INTERNATIONAL CHAPTER AFFILIATION AGREEMENT

This International Chapter Affiliation Agreement (“Agreement”) is made this ____ day of _____, 20__ by and between **[Name of International Chapter]**, a **[country]** nonprofit organization (“Chapter”) and The Pink Boots Society, an Oregon nonprofit corporation (“PBS”) (each, a “Party” and collectively, the “Parties”).

recitals

1. The Pink Boots Society. PBS is a U.S.-based charitable and educational organization which is described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), whose mission is to assist, inspire and encourage women and/or non-binary individuals in the fermented and alcoholic beverage industry to advance their careers through education. (the “Mission”). PBS operates domestic chapters throughout the United States and has affiliation relationships with separately incorporated international chapters located in various countries around the world.

2. [Name of International Chapter]. The Chapter is a nonprofit membership organization based in **[country]** which desires to be recognized as an international chapter of PBS and to carry out the Mission in the geographic region of **[country/region]**, and which desires to receive numerous benefits from its association with PBS as described in this Agreement. Chapter also desires to support PBS’s activities through the provision of financial support.

3. Purpose of Affiliation. This Agreement governs the rights and obligations of each of PBS and the Chapter with respect to their affiliation.

4. Recognition as PBS International Chapter; Chapter Standards. PBS hereby recognizes and grants authority to the Chapter to operate as an international chapter of PBS in accordance with the terms of this Agreement and with the Pink Boots Society International Chapter Standards attached hereto as **Exhibit A**, as may be amended from time to time (the “Chapter Standards”). PBS has the exclusive authority to amend, restate, or replace the Chapter Standards at any time and from time to time, without the approval of the Chapter, and the current copy of the Chapter Standards will be made available on the PBS website.

5. Chapter Rights and Responsibilities. As an international chapter of PBS, the Chapter shall have the following obligations, rights and responsibilities:

5.1 Formation. The Chapter is formed as an independently incorporated legal entity which is authorized to do business in the country and region described in Section 2 above. The Chapter is and will maintain its status as a nonprofit entity with no private individual owners or business owners. The Chapter will establish and maintain a governing board which is responsible for overseeing the activities of the Chapter, including all recordkeeping, reporting, and compliance with the terms of this Agreement.

5.2 Educational, Mentoring, and Networking Activities. The Chapter may organize and implement activities for the Chapter’s members, including but not limited to educational classes and seminars, mentoring activities, and a limited amount of networking activities.

5.3 Philosophy and Public Policy. The Chapter agrees to support the philosophy and mission of PBS. The Chapter will cooperate in global and local public policy initiatives of PBS, and refrain from participating in public policy and legislative activities that are inconsistent with the Mission or the best interest of PBS, the Chapter, or other chapters of PBS. The Chapter will not participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

5.4 Fundraising. The Chapter may solicit contributions through direct solicitations, fundraising events, and other means to help generate funding to support the Chapter and PBS. The Chapter will at all times employ the highest ethical standards and practices in connection with all of its fundraising activities. The Chapter will comply with all applicable local and federal legal requirements related to soliciting and receiving contributions, including but not limited to, for example, any governmental registration and reporting requirements, donor recognition notices for tax and other purposes, and maintaining financial and other records sufficient to ensure and sufficiently document compliance with all donor intentions and restrictions. The Chapter will not enter into fundraising or sponsorship agreements with companies that are reasonably likely to reflect poorly on the reputation of the Chapter, PBS, or any other chapter of PBS or PBS's brand or intellectual property. Any sponsorship agreements that exceed \$1,000 U.S. dollars must be pre-approved by PBS. The Chapter may recognize donors as having made a gift to the Chapter, such as by listing the names of donors in an annual report or on the Chapter's website and thanking them for their gift. If the Chapter provides advertising space or other special branding for a donor, it would be considered a sponsorship that must be pre-approved.

5.5 No Executive Director. The Chapter will not employ or contract with any individual to serve as Executive Director, President, or a similar role. As a membership organization, the Chapter will be staffed largely by volunteers although if needed it may periodically enter into an agreement for individuals to provide services to the Chapter to support its operations.

5.6 Chapter Branding. The Chapter agrees to exclusively use the designated PBS Chapter name and logo in the manner described in this Agreement.

5.7 License of Intellectual Property.

- a. Grant of License. Subject to the terms of this Agreement, PBS grants to the Chapter a non-exclusive, non-transferable, and non-sublicensable license (the "PBS License") for use of certain intellectual property including trademarks, copyrights, trade secrets, and confidential information, including the names, titles, educational materials, and other PBS resources identified on **Exhibit B** (the "IP Assets") for the Term, solely in connection with the operation of an international chapter of PBS in accordance with this Agreement. Any request by a third-party (including a sponsor) to a Chapter to use the IP Assets must be cleared by PBS in advance of a third party's use of the IP Assets. PBS retains all right, title and interest in and to the IP Assets and reserves all rights not expressly granted to Chapter in this Agreement. PBS is not restricted by this Agreement from using the IP Assets in any retail, online, or other for-profit or non-profit channel of distribution.

- b. Quality Control of Goods and Services. In order to control the quality of the goods and services offered under the IP Assets, the Chapter must use the IP Assets in compliance with the Chapter Standards and all other standards and policies established by PBS from time to time pertaining to the use of the IP Assets. PBS has the right to exercise quality control and review over the Chapter's use of the IP Assets to maintain the validity and enforceability of the IP Assets and to protect the goodwill associated with the IP Assets. The Chapter will provide samples of its use of the IP Assets to PBS upon PBS's reasonable request.
- c. Rights and Obligations. The Chapter will use the IP Assets in accordance with all applicable laws and regulations, including without limitation all laws and regulations related to maintaining the validity and enforceability of the IP Assets. The Chapter will not, during or after the Term, engage in any conduct, directly or indirectly, that would infringe upon, harm, or contest the rights of title of PBS in or to the IP Assets, any associated goodwill, or the validity of the IP Assets. PBS will have the right, but not be obligated, to commence legal action at its own expense to defend against any challenge of any of the IP Assets or to prosecute an infringement, dilution or misappropriation of the IP Assets. Chapter will, at the request of PBS, provide reasonable cooperation in any such action.
- d. Ownership. The Chapter acknowledges that PBS is the exclusive owner of all right, title, and interest in and to the IP Assets and all past, present or future goodwill of the business that is associated with or attributable to the IP Assets. PBS has the exclusive right to file and prosecute registrations of the IP Assets throughout the world.
- e. Website and Social Media. The Chapter may establish a website and social media pages ("Chapter Website and Social Media Accounts") provided the Chapter agrees to exclusively use the designated PBS Chapter name and logo in the manner described in this Agreement on the Chapter Website and Social Media Accounts. All IP Assets, other than the Chapter name and logo, that are published, reproduced, or displayed on Chapter Website and Social Media Accounts must be approved in advance by PBS. The Chapter agrees not to post any materials on the Chapter Website and Social Media Accounts that is inconsistent with the terms of this Agreement or that is reasonably likely to reflect poorly on the reputation of the Chapter, PBS, or any other chapter of PBS, or PBS's brand or intellectual property. PBS will, from time to time, review the Chapter Website and Social Media Accounts and may require the Chapter to amend the Chapter Website and Social Media Accounts for any reason and within 48 hours of such a request by PBS. Noncompliance with such a request may be grounds for Chapter termination.
- f. Establishment of a PBS Chapter-Specific Micro-Website. Notwithstanding 5.7(e), PBS may create a Chapter-specific micro-website ("Chapter Micro-Site") hosted on the PBS website that will be managed solely by the Chapter. Should

PBS create a Chapter Micro-Site, the Chapter shall terminate all other website and social media accounts no later than thirty (30) days after receiving notice from PBS of creation of a such a Chapter Micro-Site. All IP Assets, other than the Chapter name and logo, that are published, reproduced, or displayed on Chapter Micro-Site must be approved in advance by PBS. The Chapter agrees not to post any materials on the Chapter Micro-Site that is inconsistent with the terms of this Agreement or that is reasonably likely to reflect poorly on the reputation of the Chapter, PBS, or any other chapter of PBS, or PBS's brand or intellectual property. PBS will, from time to time, review the Chapter Micro-Site and may amend or require the Chapter to amend the Chapter Micro-Site for any reason and within 48 hours of such a request by PBS. Noncompliance with such a request may be grounds for Chapter termination.

- g. Modification and Revocation. This PBS License may be amended or revoked by PBS at any time immediately upon notice to the Chapter. Further, the Chapter will promptly cease or modify any or all use of any or all of the IP Assets upon PBS's reasonable request.
- h. Chapter's Intellectual Property. All intellectual property in the materials developed by the Chapter, including any promotional or educational materials, shall be the sole and exclusive property of PBS and the Chapter shall have no rights of any nature therein.

5.8 Insurance. The Chapter will maintain, at its own cost, reasonable and customary insurance for its operations. Upon PBS's request, the Chapter will provide PBS with certificates of insurance evidencing the coverage required by this Section. The Chapter will ensure that such insurance policies name PBS as an additional insured.

5.9 Standard of Conduct. The Chapter and its leadership will act in a manner that demonstrates the highest level of ethics, integrity, and professionalism in its advancement of the Mission. The Chapter will not act in any way that is or could be detrimental to the reputation of PBS or any PBS chapter. The Chapter will not act in any manner that does or could jeopardize PBS's status as an organization described in Code Section 501(c)(3).

5.10 Compliance. The Chapter will comply at all times with the terms of this Agreement and with Chapter Standards. The Chapter will operate in compliance with all local and federal laws. The Chapter will annually complete an independent financial audit if required by law, as determined by the Chapter. For the avoidance of doubt, in the event of a conflict between the content of this Agreement and/or the Chapter Standards (as amended, restated or replaced from time to time) and the local laws of the Chapter, the local laws of the Chapter will prevail. Local laws means any applicable law, rule, statute, decree, order, decision, regulation, judgment, code or requirement of any government authority (federal, state, local or international), having jurisdiction.

5.11 Notices. The Chapter will immediately notify PBS if any of the following occur:

- a. A civil or criminal proceeding is brought against the Chapter, or its directors, trustees, officers, employees or independent contractors, which is related to the business or operations of the Chapter;
- b. The Chapter is unable to pay its debts as they mature, makes a general assignment for the benefit of creditors, is bankrupt or insolvent.
- c. The Chapter or any of its directors, trustees, officers, employees, independent contractors, or members, engage in an action that may reflect negatively on the public image of PBS.

6. **Responsibilities of PBS.** PBS shall have the following obligations, rights and responsibilities:

6.1 **Independence of Chapter.** PBS will recognize the independence of Chapter to operate its own program in accordance with the terms of this Agreement.

6.2 **Chapter Standards.** PBS will maintain the international standards, policies and procedures contained in the Chapter Standards that must be followed by all chapters

6.3 **Best Practices.** PBS will provide the Chapter with access to best practices for chapters of PBS, centralized tools, training and resources, as they become available.

6.4 **Educational Materials.** PBS will provide the Chapter with access to membership educational materials for Chapter members.

6.5 **Centralized Membership.** PBS will accept dues from individual members who desire to be affiliated with the Chapter.

6.6 **Advertising.** PBS will, in its sole discretion, conduct advertising, public relations, and other campaigns to promote the awareness of PBS and its Mission.

6.7 **Promotional Materials.** PBS may provide the Chapter with access to promotional materials that the Chapter may use to engage in fundraising and awareness-building efforts.

6.8 **Important Developments.** PBS may from time to time inform the Chapter about matters that PBS considers important to the ongoing operations, growth, or development of the Chapter.

7. **Fees, Dues, and Contributions Payable to PBS.** PBS shall have the power to impose fees, dues, and solicit contributions from Chapter and its members as described in the Chapter Standards, as they may be amended from time to time, subject to any additional approvals or other processes required by the laws of the country by which the Chapter is governed.

8. **Term and Termination.**

8.1 **Term.** This Agreement will be effective beginning on _____ and will continue for a period of three years (the "Term"). PBS and the Chapter may renew this Agreement, with such modifications as they may agree, for one or more succeeding three-year terms by both Parties signing a new Affiliation Agreement.

8.2 Termination by PBS. PBS may terminate this Agreement at any time, with or without cause, immediately upon written notice to the Chapter.

8.3 Termination by Chapter. Chapter may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to PBS.

8.4 Effect of Termination. Upon termination of this Agreement by either Party, all of the Chapter's rights under this Agreement including, but not limited to, the Chapter's use of PBS's IP Assets shall terminate. Upon termination of this Agreement, Chapter agrees to immediately discontinue and cease all use of all materials containing the IP Assets. Chapter will discontinue operation of a PBS chapter, will destroy all branded items and promotional materials that use the IP Assets, including all records and copies of the IP Assets in the Chapter's possession. Chapter will not to use or register with any government agency the IP Assets, including without limitation, PBS's trademark and/or trade name, or any trademark or trade name confusingly similar thereto. Upon termination, Chapter remains obligated to pay to PBS the balance of any outstanding fees, dues and assessments which it was obligated to pay immediately before the date of termination. In addition, following termination, Chapter shall remit to PBS all funds remaining in its bank account following the payment of any known creditors and other reasonable wind-down expenses, to the extent that such distribution is consistent with the laws of the country by which the Chapter is governed. Individual members of PBS who selected the Chapter as their primary chapter of membership will continue to be members of PBS following termination of this Agreement.

9. **No Authority to Bind PBS.** Chapter shall not have the authority to, nor shall it attempt to enter into any agreement or incur any obligations on PBS's behalf or commit PBS in any manner.

10. **Alternative Dispute Resolution.**

10.1 Good Faith Negotiations. If either party to this Agreement alleges that a dispute exists between them, then either party will have the right to provide the other party with written notice describing the dispute and the desired action. The parties agree to enter into good faith direct negotiations in order to resolve the dispute. Good faith negotiations shall include at least one face-to-face meeting at a location agreed upon between the parties.

10.2 Mediation. In the event that direct negotiations do not resolve the dispute within 30 days of the date of the written notice describing the dispute, either party may demand mediation by filing a Demand for Mediation with the American Arbitration Association under the Commercial Arbitration Rules and Mediation Procedures in effect at the time of the mediation. All mediation sessions shall take place exclusively in Hennepin County, Minnesota. The mediation must take place within 60 days of filing the Demand for Mediation. The cost of the mediator and the mediation will be paid equally by the parties.

10.3 Arbitration. If the dispute alleged by either party is not resolved by direct negotiation or mediation, then either party may demand arbitration by filing a Demand for Arbitration with the American Arbitration Association within 30 days after the mediation is declared an impasse. A single arbitrator will be appointed as provided by AAA rules within 45 days after filing the Demand for Arbitration. All arbitration hearings will take place exclusively in Hennepin County, Minnesota. The arbitrator's powers will be limited to making a decision and order relating to the interpretation of or adherence to written provisions of this Agreement. The Federal Rules of

Evidence apply to all arbitration hearings. The arbitrator will have no authority to add to, delete or modify the terms of this Agreement. The arbitrator's decision shall be made within 30 days after the arbitration hearing and will be final and binding upon the parties to this Agreement and judgment may be entered on the order in any court of competent jurisdiction by either party.

No party except the parties to this Agreement have the right to join in any arbitration proceeding arising under this Agreement. The arbitrator is not authorized to permit class actions or to permit any person or entity that is not a party to this Agreement to join or participate in any arbitration hearings conducted pursuant to this Agreement. All aspects of the arbitration will be secret and confidential in all respects. The parties hereto will not disclose the decision of the arbitrator and will not disclose any evidence, records, documents or other matters from the arbitration proceedings to any person or entity except as required by law. The parties will continue to perform their respective obligations pursuant to this Agreement during the arbitration of any dispute.

11. Miscellaneous.

11.1 Governing Law. This Agreement and the rights and obligations of the Parties shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota without reference to the choice of law doctrine of such state.

11.2 Assignment. The rights and/or obligations of the Chapter under this Agreement may not be assigned by the Chapter. Any attempt by the Chapter to assign its rights or obligations is void. PBS may assign its rights and/or obligations under this Agreement through merger or affiliation with another organization.

11.3 Amendment. This Agreement may be amended or modified only by a writing executed by both PBS and the Chapter.

11.4 Inspection of Records. PBS, or its designated representative, has the right to demand the production of the Chapter's books and records pertaining to its operation of an international PBS chapter.

11.5 Indemnification. The Chapter will indemnify and hold harmless PBS, its Board of Directors and committees, and its officers, employees, independent contractors, and volunteers, against and from any and all claims, liability, judgments, costs, attorneys' fee charges and expenses whatsoever ("Losses") arising out of or in connection with the acts or omissions of the Chapter, except to the extent that PBS caused the Losses by its own negligence or reckless or intentional misconduct.

PBS will indemnify and hold harmless the Chapter, its Board of its Board of Directors and committees, and its officers, employees, independent contractors, and volunteers, against and from any and all Losses arising out of or in connection with the negligence or reckless or intentional misconduct of PBS.

11.6 No Joint Venture, Franchise, or Employment Relationship. PBS and the Chapter agree that they are not entering into a franchise, partnership or joint venture as a result of this Agreement, that their relationship under this Agreement is as independent contractors and that the Chapter's members, volunteers, and any personnel are not, for any purpose PBS employees and are not entitled to compensation or benefits from PBS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE PINK BOOTS SOCIETY

[Name of International Chapter]

By: _____
Its: _____

By: _____
Its: _____

Exhibit A

Pink Boots Society International Chapter Standards

This document sets forth the standards applicable to all international chapters affiliated with Pink Boots Society, a U.S.-based nonprofit organization with headquarters in St. Paul, Minnesota (“PBS”).

1. Standards for International Chapters

One Chapter Per Country. There will be only one chapter per country, except in the US and Canada. In some cases, where exceptional interest exists, it may be possible to create additional chapters within a country under the expectation that the chapters are geographically separated, and each meets the criteria described in these Standards. PBS has complete discretion whether to approve or deny any request for multiple chapters in one country.

Separate Legal Existence as Nonprofit. Each chapter must establish itself as a non-profit entity in its own country of operation.

Annual Requirements and Reporting. In order to remain an active chapter, the following requirements must be met and maintained annually:

- The chapter must hold at least 2 meetings each year.
- Each year, a minimum of 15 individual dues-paying members of PBS must select the chapter as their membership chapter.
- The chapter must comply with all applicable registration, reporting requirements, and laws governing a non-profit in their country.
- The chapter must submit an annual report to PBS on an annual basis which includes the following:
 - A copy of the Chapter’s financial statement(s) for the prior calendar year; and
 - A narrative description of the Chapter’s educational, mentoring, networking, fundraising, and other activities during the prior calendar year.
 - PBS may develop a form annual report that the Chapter must complete and provide to PBS to assist with this annual reporting process.

Chapter Reserved Fund. Additionally, the chapter must meet the following requirements in order to have access to your chapter reserved fund.

- Good Standing Requirement is needed for a Chapter to retain and use funds in the Chapter Reserved Fund. A Chapter may not use their chapter reserved funds for chapter expenditures if they are NOT in Good Standing. Reimbursements will not be issued if not in Good Standing. *Chapters will have a two-year grace period to establish good standing initially.
- ALL Chapters must have a named and engaged Chapter Leader(s) and a Chapter Financial Liaison.
- ALL Chapter Leaders and Liaisons must meet reporting requirements and deadlines as established in the Chapter Leader SOP and the Chapter Finance Liaison User Guide
- Chapter Finance Liaisons must attend minimum 4 Chapter Liaison Finance meetings per year (live or recorded).

- Chapter Leaders must respond to all forms by the due date given with each correspondence through the year. Generally, 2-4 required per year.
- Chapter leaders must attend minimum 1 meeting a year with the chapter liaison and other chapter leaders.
- If Good Standing is not established by 12/31 of any year, the Chapter's Reserve Funds will be deposited into the general Pink Boots Society national account to be used in accordance with Pink Boots Society mission.
- **Website and Social Media.** The Chapter may establish a website and social media pages ("Chapter Website and Social Media Accounts") provided the Chapter agrees to exclusively use the designated PBS Chapter name and logo in the manner described in this Agreement on the Chapter Website and Social Media Accounts. All IP Assets, other than the Chapter name and logo, that are published, reproduced, or displayed on Chapter Website and Social Media Accounts must be approved in advance by PBS. The Chapter agrees not to post any materials on the Chapter Website and Social Media Accounts that is inconsistent with the terms of this Agreement or that is reasonably likely to reflect poorly on the reputation of the Chapter, PBS, or any other chapter of PBS, or PBS's brand or intellectual property. PBS will, from time to time, review the Chapter Website and Social Media Accounts and may require the Chapter to amend the Chapter Website and Social Media Accounts for any reason and within 48 hours of such a request by PBS. Noncompliance with such a request may be grounds for Chapter termination.
- **Establishment of a PBS Chapter-Specific Micro-Website.** Notwithstanding the paragraph above, PBS may create a Chapter-specific micro-website ("Chapter Micro-Site") hosted on the PBS website that will be managed solely by the Chapter. Should PBS create a Chapter Micro-Site, the Chapter shall terminate all other website and social media accounts no later than thirty (30) days after receiving notice from PBS of creation of a such a Chapter Micro-Site. All IP Assets, other than the Chapter name and logo, that are published, reproduced, or displayed on Chapter Micro-Site must be approved in advance by PBS. The Chapter agrees not to post any materials on the Chapter Micro-Site that is inconsistent with the terms of this Agreement or that is reasonably likely to reflect poorly on the reputation of the Chapter, PBS, or any other chapter of PBS, or PBS's brand or intellectual property. PBS will, from time to time, review the Chapter Micro-Site and may amend or require the Chapter to amend the Chapter Micro-Site for any reason and within 48 hours of such a request by PBS. Noncompliance with such a request may be grounds for Chapter termination.
- **Sponsorship.** Any sponsorship agreements that exceed \$1,000 U.S. dollars must be pre-approved by PBS. The Chapter may recognize donors as having made a gift to the Chapter, such as by listing the names of donors in an annual report or on the Chapter's website and thanking them for their gift. If the Chapter provides advertising space or other special branding for a donor, it would be considered a sponsorship that must be pre-approved

If you have further questions about the definition of a Chapter in Good Standing, please contact chapter.liaison@pinkbootssociety.org AND chapterfinance@pinkbootssociety.org

2. Creating a New International Chapter

Application Process and Content. Each country which wishes to establish a PBS Chapter must apply to PBS and receive approval before it may begin operations as a chapter of PBS.

The application must include a minimum of 15 current PBS members' names within the country interested in participating. Note: In order to be a member of the international chapter, individuals must first be paid members of PBS.

In addition, the application must identify the names and roles of all chapter leaders, and at a minimum must include a Chapter Leader and a Finance Liaison.

The application must also indicate:

- Acknowledgment of the chapter's understanding of the ongoing requirements in its country that must be met to create and maintain a non-profit organization.
- A plan for the chapter's activities and funding for the first year after acceptance of the application, which are designed to meet the annual fees owed to PBS.

Membership. When PBS grants approval for an international chapter, all of the PBS members within that country will be given the opportunity to select that country's chapter as their primary chapter of membership. When this selection occurs, the new chapter will begin to accrue a portion of the individual member dues paid to PBS as described below, upon each member's annual renewal of their individual dues.

Fundraising. An approved chapter may also participate in Collaboration Brew Day under the same processes and fundraising rules as the current PBS international chapters. This includes the requirement that 50% of funds raised by each chapter be donated to PBS. (Please see the PBS website for details.)

An approved chapter may hold other fundraising events and retain the net earnings to support educational activities and scholarships in support of the mission. Chapters are advised to be careful not to spend funds in any way that would violate any nonprofit regulations or standards in their country.

Approval of a Chapter. PBS has complete discretion to approve or deny a chapter application if extenuating circumstances keep a chapter from being able to meet all guidelines for formation.

3. Member Dues

Member Dues. Individual members will pay dues directly to PBS, and PBS will record all such dues in its Chapter Ledger. For members who reside outside the United States (an international member), PBS dues will be set by the Pink Boots Society Board of Directors. For each international member who selects an international chapter as her primary chapter of membership, PBS will credit the Chapter's portion of the membership dues to that chapter's account in its Chapter Ledger, less a 10% administrative fee. The Chapter's portion of the dues will be determined annually at the sole discretion of PBS and communicated to the Chapter Leader. A chapter may access the funds in its account by requesting a wire transfer from the PBS office. It is recommended that number of wire transfers be kept to a minimum to reduce the associated banking fees.

4. Affiliation Agreement

The relationship and responsibilities as between PBS and an international PBS chapter shall be further set forth in an Affiliation Agreement between PBS and each individual chapter.

5. Violations of Standards

If a chapter is found to be in violation of any of these Standards, PBS may revoke the chapter's license to use the Pink Boots Society name, logo, and other intellectual property, and PBS may terminate the chapter's status as an international chapter of PBS.



6. Amendments




PBS has the exclusive authority to amend, restate, or replace the Standards at any time and from time to time without the approval of any chapter. A current copy of the Standards is available on the PBS website.

Exhibit B

IP Assets: IP Assets will, at a minimum, include items identified below:

a. Registered Trademarks

Mark	Country	Application No./Registration No.	Goods and Services
PINK BOOTS SOCIETY and Design 	United States of America	5364251	<p>Class 35: "Association services, namely, promoting participation of women in the fermented/alcohol beverage industry, organizing chapters of an organization for women in the fermented/alcohol beverage industry, and promoting the interests of members thereof; providing on-line employment information in the field of job listings; administration of cultural and educational exchange programs; internship and apprenticeship placement services; and promoting fermented/alcohol beverage industry events for others."</p> <p>Class 36: Providing educational scholarships; charitable foundation services, namely, providing fundraising activities, funding, scholarships and financial assistance for women in the fermented/alcohol beverage industry; and charitable fundraising services.</p> <p>Class 41: Education services, namely, providing, classes, seminars, workshops in the field of fermented/alcohol beverages.</p>
BIERE DE FEMME (translation: "WOMAN'S BEER" or "BEER OF WOMAN")	United States of America	5319114	Class 41: "Organizing, arranging and conducting entertainment exhibitions in the nature of fermented/alcohol beverage festivals; entertainment services, namely, fermented/alcohol beverage tastings."
BIG BOOTS	United States of America	5242041	Class 32: "fermented/alcohol beverage."
PINK BOOTS	United States of America	5242040	Class 32: "fermented/alcohol beverage."
PINK BOOTS SOCIETY	United States of America	3885400	Class 41: "education services, namely, providing, classes, seminars, workshops in the field of fermented/alcohol beverage."
PINK BOOTS SOCIETY and DESIGN 	New Zealand	IR1403282	<p>Class 35: "Association services, namely, promotional services for encouraging the participation of women in the fermented/alcohol beverage industry, via organizing chapters of an organization for women in the fermented/alcohol beverage industry, and promoting the interests of the members thereof."</p> <p>Class 36: "Providing educational scholarships; charitable foundation services, namely, providing fundraising activities, funding, scholarships and financial</p>

			<p>assistance for women in the fermented/alcohol beverage industry; and charitable fundraising services.”</p> <p>Class 41: “Education services, namely, providing, classes, seminars, workshops in the field of fermented/alcohol beverages.”</p>
<p>PINK BOOTS SOCIETY and DESIGN</p> 	<p>International Bureau (WIPO)</p>	<p>A0071430 IR-1403282</p>	<p>Class 35: “Association services, namely, promotional services for encouraging the participation of women in the fermented/alcohol beverage industry, via organizing chapters of an organization for women in the fermented/alcohol beverage industry, and promoting the interests of the members thereof.”</p> <p>Class 36: “Providing educational scholarships; charitable foundation services, namely, providing fundraising activities, funding, scholarships and financial assistance for women in the fermented/alcohol beverage industry; and charitable fundraising services.”</p> <p>Class 41: “Education services, namely, providing, classes, seminars, workshops in the field of fermented/alcohol beverages.”</p>
<p>PINK BOOTS SOCIETY and DESIGN</p> 	<p>Australia</p>	<p>IR1403282</p>	<p>Class 35: “Association services, namely, promotional services for encouraging the participation of women in the fermented/alcohol beverage industry, via organizing chapters of an organization for women in the fermented/alcohol beverage industry, and promoting the interests of the members thereof.”</p> <p>Class 36: “Providing educational scholarships; charitable foundation services, namely, providing fundraising activities, funding, scholarships and financial assistance for women in the fermented/alcohol beverage industry; and charitable fundraising services.”</p> <p>Class 41: “Education services, namely, providing, classes, seminars, workshops in the field of fermented/alcohol beverages.”</p>
<p>PINK BOOTS SOCIETY and DESIGN</p> 	<p>European Union</p>	<p>IR1403282</p>	<p>Class 35: “Association services, namely, promotional services for encouraging the participation of women in the fermented/alcohol beverage industry, via organizing chapters of an organization for women in the fermented/alcohol beverage industry, and promoting the interests of the members thereof.”</p> <p>Class 36: “Providing educational scholarships; charitable foundation services, namely, providing fundraising activities, funding, scholarships and financial</p>

			<p>assistance for women in the fermented/alcohol beverage industry; and charitable fundraising services.”</p> <p>Class 41: “Education services, namely, providing, classes, seminars, workshops in the field of fermented/alcohol beverages.”</p>
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b. Common Law Marks (whether or not also registered)

1. COLLABORATION BREW DAY
2. PINK BOOTS HOPS BLEND

c. Copyrights (whether or not also registered)

1. Pink Boots Society Design
2. Content posted on and published/distributed via the PBS website
 3. The PBS Blog
4. Pink Boots Society Brochures (including materials found on the PBS website)
5. Pink Boots Society Educational Materials (including materials found on the PBS website)

Trade Secrets

1. Membership Roster
2. Data of the Members, including Member contact information
3. Data of Prospective Members, including Prospective Member contact information