

The Alliance Policies and Procedures

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1.0 INTRODUCTION

These Policies and Procedures have been developed by the Executive Leadership Team of The International Alliance of Christian Business Women (The Alliance) to assist local Chapters and Members in interpreting and applying the Code of Conduct and guiding principles of the Organization. The Policy and Procedures are implemented as the standard by which Members and local Chapters should conduct themselves.

One of the purposes of the Policies and Procedures is to provide clear guidelines for reviewing membership applications and accepting Members who will contribute to The Alliance achieving its stated vision, mission and values.

1.1 IMPLEMENTATION

The Policies and Procedures are implemented with approval of the Executive Leadership Team.

1.2 MODIFICATION OR AMENDMENT

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

2.0 MEMBERSHIP

2.1 MEMBERSHIP POLICY

The Alliance is a community of Christian Business Women that enriches Members' lives through peer-to-peer learning, training and connections to experts. These policies govern in the event of conflict or ambiguity with the Chapter policies. The Alliance seeks Members who have enough in common so that each Member can consider herself to be among peers, with enough personal and industry diversity to contribute different experiences and perspectives to enhance the opportunities for everyone to develop greater effectiveness in business and other areas of their lives.

Our goal is to move Business Owners through the memberships until they are a Pinnacle member and have attained a sustainable business with at least \$1M - \$2M in annual revenue along with their goals and vision.

The Alliance has four levels of Membership. Membership levels are based on the past year's annual business revenue. Such Members shall satisfy, on an annual basis, each of the following membership criteria (as defined below). The date of annual membership expires one calendar year from the date of enrollment. Members receive a 10% discount for a one-time annual payment. Members will pay their monthly membership fees by automatic payments on the same date each month.

There is a one-time initiation fee of \$250 for new Members. This fee will be discounted to \$100 until January 31st, 2019.

EMERGE MEMBERSHIP — \$60/month or \$720 Annually Specialists (Q1) with \$100,000 or less in annual revenue.

EXCEL MEMBERSHIP — \$100/month or \$1200 Annually Businesses in Development (Q2) with \$101,00 - \$350,000 in annual revenue.

ELEVATE MEMBERSHIP — \$150/month or \$1750 Annually Businesses in our Growth Quadrant (Q3) with \$351,000 - \$999,999 in annual revenue.

PINNACLE MEMBERSHIP— \$225/month or \$2430 Annually Businesses in our Maturity Quadrant (Q4) with \$1 Million + in annual revenue.

ONLINE MEMBERSHIP - \$97/month

Businesses that are not in an area to attend chapter meetings and want access to the online learning center modules. There will be a discounted rate of \$57 for the first 3 months of Online Membership. There is no initiation fee for Online Membership.

STRATEGIC PARTNER - \$300/month or \$3600/Annually Businesses who desire partner with The Alliance because they believe in what we are doing and desire to support the National vision.

2.2 ELIGIBILITY:

The conditions of membership eligibility in the Organization shall be:

<u>Status</u>: Each Member must hold one of the following positions in a Qualifying Business:

- The Founder
- Co-founder; or
- The Owner

<u>Qualifying Business</u>: There is an annual revenue requirement to be a qualifying business. Members do have in common that they have been called to build at least a million-dollar business that provides multiple jobs and is committed to impacting the Kingdom of God. In addition, they must be:

Full-time business owners with annual revenue of at least

\$36,000/year.

- Business owners with a deep desire to grow a business that provides employment to others.
- Business owners that consider themselves Christian (a follower of Jesus Christ as their Lord and Savior).
- Business owners who are interested in operating with a Kingdommindset.

Compliance with Membership Fees Policy: All Members shall comply with the Fees Policy set by the Organization to become or remain as Members in Good Standing. Only Members in Good Standing may be eligible for membership in the Organization. In the event that Members payment is rejected, Members have up to 15 days to submit payment to get their membership back in good standing.

Application: Applications for membership must be submitted to and approved by the Executive Leadership Team, which shall satisfy itself that the applicant meets the Membership criteria established by The Alliance. The Executive Leadership Team shall have the power to reject any application or expel a member and refund pro-rated dues and fees upon learning of a failure to meet any membership criteria at the time of application, which criteria has not been expressly waived by the Executive Leadership Team.

Renewal: The Alliance manages the renewal campaign through the National Executive Leadership team in collecting and processing the renewal dues.

The Alliance will consider Members Alumni who have not renewed by the last dates of the Membership drives. They may continue their membership in good standing by renewing with a late fee of US \$100 within 30 days of their membership expiration date. After this date, they may rejoin only with the approval of their chapter and by paying half of the initiation fee.

Requalification Process: Members of The Alliance must continue to meet the membership criteria to remain a Member. There is an annual requalification process.

Membership Renewal

Conditions of The Alliance Membership Application and Renewal: Every member who applies or renews their membership agrees to comply with the Policies and Procedures, Code of Conduct of The Alliance. Current members must complete the online renewal form acknowledging review of the organization's Policies and Procedures, Bylaws and Code of Conduct.

Sabbaticals: There is no such thing as a sabbatical from The Alliance. If a Member does not renew its membership, it ceases to be a Member and becomes an Alumni. An Alumni cannot participate in Mastermind or any other Member activity or benefit.

Rejoining Members: Once the renewal deadline expires, Members that did not renew become Alumni. If an Alumni wishes to rejoin The Alliance, the local Chapter must approve such rejoining and the Alumni must pay the corresponding The Alliance dues and fees as follows:

Returning to The Alliance after less than a year, Alumni pays half of the initiation fee set by Organization to rejoin The Alliance and is treated as a late renewal.

Returning to The Alliance after more than a year, Alumni pays the full initiation fee set by Organization to rejoin The Alliance.

Alumni can attend up to one Chapter meeting by paying the guest fee in the event that there is a gap between being able to officially rejoin the Chapter.

Acceptance of The Alliance's Policies and Procedures: All members, without exclusion, must sign and agree to comply with the Organization's Policies and Procedures and Code of Conduct.

New Members: All new members shall sign and agree to the governing documents (Policies and Procedures, and Code of Conduct) during registration. If the new members do not agree, then their membership will not be approved and they will not have access to the online learning center.

Online Membership Renewal: All renewing members shall electronically sign and agree to comply with the documents at the time of renewal. Failure to comply will result in membership not being renewed.

Recommendations:

Chapters are encouraged to place Members into a Mastermind group with stage of business as the primary considerations to indicate peer engagement.

3.0 CODE OF CONDUCT

The Alliance is a national organization of leading entrepreneurs that provides exclusive and proprietary peer-to-peer and training and connections through for individuals who qualify for membership. The integrity of our organization and the respect by and among our Members are paramount to our long-term success.

As such, **confidentiality**, **courtesy**, **professionalism**, **excellence** and **accountability** are the cornerstones of the conduct we expect from our Members and all who interact with our organization.

This Code of Conduct has been adopted to promote and maintain the highest values and best practices for Members of The Alliance. Adherence to this Code is expected from all The Alliance Members. Each Alliance Member, therefore, pledges to comply with the following standards as a condition of The Alliance membership.

3.1 CONFIDENTIALITY POLICY

As used herein, "The Alliance Confidential Information" means any and all information, whether written, oral, electronic or otherwise, concerning The Alliance products and services, including without limitation, The Alliance website (thealliancenet.com) and any directory information, any Member information, data, analysis, research, studies, document, business plan, records, marketing channels, marketing strategy, sales strategy, plan, samples, trade secrets, intellectual property and other materials concerning The Alliance or its Members.

The Alliance's Confidential Information is treated as fully confidential. Misuse of The Alliance Confidential Information is a violation of The Alliance policy. Any unauthorized use, transcription, or copy of is strictly prohibited. The Alliance Confidential Information contained in the online learning center is for the use of current Members (with restrictions), consistent with the Code of Conduct, Bylaws, Policies and Procedures and principles of The Alliance.

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

Directors, officers, employees and Members acting on The Alliance's behalf are responsible for protecting The Alliance Confidential Information from unauthorized disclosure whether internal or external, deliberate or accidental by proactively following the actions below:

- 3.1.1 Respect the confidentiality and integrity of the individuals and the companies with whom I do business and expect the same from them.
- 3.1.2 Protect The Alliance Confidential Information regardless of the media in which the information is conveyed.
- 3.1.3 Protect The Alliance Confidential Information for the entire life cycle of the Information.
- 3.1.4 Contact the Chief Executive Officer or Executive Leadership Team if you need help determining whether certain information is The Alliance Confidential Information.
- 3.1.5 Promptly report to the Chief Executive Officer or Executive

Leadership Team any actual or suspected unauthorized access or use of The Alliance systems or The Alliance Confidential Information.

- 3.1.6 Do not share The Alliance Confidential Information with friends or family.
- 3.1.7 Do not talk about The Alliance Confidential Information in public places, such as elevators, airplanes or restaurants, where you can be overheard.
- 3.1.8 Do not leave The Alliance Confidential Information unattended in public areas or outside The Alliance.
- 3.1.9 The Alliance respects the confidential information of other parties. The Alliance will not collect or use another party's confidential information without such party's permission.

3.2 PROFESSIONALISM

- 3.2.1 Maintain exemplary standards of professional conduct and decorum and high ethical standards in the operation of my company, especially as it may pertain to doing business with other The Alliance Members or in a Mastermind setting in accordance with all prescribed The Alliance Policies and Procedures.
- 3.2.2 Strive to conduct my business and personal affairs in compliance with all applicable laws and regulations, including the avoidance of any material or extreme wrongdoing in violation of criminal or civil laws.
- 3.2.3 Agree to carry myself, as a Christian Business Owner, with dignity, self-control and as a model of the fruit of the Holy Spirit (see Galatians 5:22). In the event that this behavior is compromised, Chapter facilitators will bring it to the attention of the Executive Leadership Team, who reserves the right to suggest a plan of corrective action. If this plan of action is not followed, it could result in expulsion from the organization.
- 3.2.4 Members are not to engage in romantic relationships with one another. In the event that Members are made to feel uncomfortable by any other Member, it should be brought to the attention of the Executive Leadership Team, who reserves the right to intervene in the situation to protect the emotional safety of our

Members.

3.3 ACCOUNTABILITY AND ATTENDANCE

- 3.3.1 Understand that my presence and participation is critical to the success of my Chapter. Strive to always fulfill my obligations to The Alliance on a timely and productive basis, including prompt payment for all annual dues and events, and undertakings to volunteer in connection with events or other The Alliance responsibilities.
- 3.3.2 Communicate with the staff and leadership of The Alliance in a timely, accurate and truthful fashion to facilitate and support the execution of their fiduciary responsibilities.
- 3.3.3 Required to attend at least 10 of the local chapter meetings per annual Membership and make every attempt to be at Alliance events. If members are not present for at least 10 of the meetings, the Local Chapter Facilitators can suspend their membership. Members can miss up to 2 meetings for the year and must give advance notice to Chapter Facilitators if they will be missed a meeting.
- 3.3.4 Members will be on time to local chapter meetings. Consistent tardiness impacts the flow of the meetings and is not respectful of fellow Business Owners. If a Member is more than 10 minutes late, they will be fined \$25 that goes into the Membership Activities Fund. Repeated tardiness will be addressed by the Chapter Facilitators and funds will be collected at the meeting. This fine will take effect beginning in April 2019. Members will wait until the breaks in the agenda to make or take phone calls. Members must RSVP that the will be attending meetings by the Wednesday prior to the date of the meeting. Members are asked to be present for the entire meeting time.
- 3.3.5 Members are highly encouraged to participate in one monthly Mastermind group. to which they are assigned, that take place in-between monthly chapter meetings.
- 3.3.6 Members are asks to actively help promote The Alliance in their networks, social media and circles of influence.

3.4 COURTESY

3.4.1 Maintain exemplary standards of professionalism, courtesy and respect in my interactions and communications with other Members, The Alliance staff, sponsors, volunteers and all others

associated with The Alliance.

- 3.4.2 Abide by The Alliance Policies and Procedures, including the Anti-Harassment and Non- Discrimination Policy and Non-Solicitation Policy. Understand that verbal abuse, and unlawful harassment or discrimination as defined in the Anti-Harassment and Non-Discrimination Policy against fellow Members or staff will not be tolerated and may be grounds for expulsion from The Alliance.
- 3.4.3 Also relating to the Non-Solicitation Policy, understand and acknowledge Members have a right to participate in all The Alliance events and interact with each other in a safe, relaxed and professional

3.5 NON-SOLICITATION

The Alliance is a community and training organization. We are committed to protecting our Members from predatory and transactional-minded Members. In order to protect this commitment, Members and Chapter Meeting Guests are not to approach other Members or Meeting attendees to give sales pitches or solicit their business. In the event that a Member or Guest is interested in doing business with another Business, they are to approach them to inquire about their products and services. Members are free to respond at that point and follow-up outside of the meeting.

4.0 POWER OF THE EXECUTIVE LEADERSHIP TEAM TO SUSPEND OR EXPEL

- 4.0.1 The Executive Leadership Team, in its sole discretion, may suspend or expel any Member by a two-thirds vote if the Member was involved, directly or indirectly, in the following behaviors:
- a) Commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving dishonesty, disloyalty, fraud or breach of fiduciary duty;
- Gross negligence in relation to any of The Alliance's Policies and Procedures or the Chapter's Policy and Procedures;
- c) Willful or intentional misconduct in relation to any of the Corporation's Policies and Procedures or the Chapter's Policy and Procedures;
- d) A material violation in relation to any of the Corporation's Policies and

e) Misuse of assets of the Corporation or of any Chapter for personal profit.

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

5.0 MEMBERSHIP DUES AND FEES

The Alliance's Membership dues, initiation fees, and other similar charges shall be established in a manner approved by the National Executive Leadership Team.

5.1 PAYMENTS

A Member shall pay all dues, fees, and other charges in a proper, timely manner, and in accordance with established procedures. Renewal payments are due by the start of the Members annual registration date. If an individual does not pay by that date they will no longer be considered a Member. To rejoin the organization, they will need to pay a rejoining fee that is half of the initiation fee, as determined by the Executive Leadership Team.

5.2 NON-REFUNDABLE

Member dues are not refundable.

5.3 ARREARS

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

payment of such dues and fees. The Alliance reserves the right to move an outstanding balance into collections.

- 5.3.1 Payments are considered late after the scheduled date of payment processing or if payment is rejected due to insufficient funds. There will be a \$15 late fee accessed to late payments that are not communicated to the Chapter Facilitators. If variances in your cash flow cause your payment to be late, Members are to notify the Chapter Facilitators at least 2 days before their payment processes and share the date payment can be processed.
- 5.3.2 Membership payments for members on monthly payment plans are to still pay their monthly membership payments if they are unable to attend the meeting. Members who do not complete payments will not be considered in good standing.

5.4 SUSPENSION OR EXPULSION

- 5.4.1 A Member suspended or expelled from The Alliance for any reason remains responsible to the Organization as otherwise to provide all unpaid financial obligations. Similarly, such suspended or expelled Member is not entitled to any refund of the dues and fees paid to The Alliance, unless the expelled Member paid for multiple years in advance, in which case he/she will be entitled to a refund of the fees corresponding to the years to come.
- 5.4.2 A Member who has outstanding membership fees and chooses not renew their annual membership remains responsible to the Organization as otherwise to provide all unpaid financial obligations.
- 5.4.3 Leaders, Facilitators or Executive Team members who have outstanding membership fees are considered suspended until unpaid financial obligations are current. The Executive Team does take circumstances into consideration and reserves the right to work with Members to help them get back into good financial standing.

5.5 FISCAL POLICIES AND PROCEDURES

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

5.6 LOCAL CHAPTER DUES AND FEES POLICIES AND

PROCEDURES

5.6.1 The Alliance has no additional chapter dues unless Chapter Facilitators decide to collect dues for a well-communicated and clear reason.

6.0 LEADERSHIP

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

All Members are to play an active role in the successful running of Chapter meetings. Chapter Facilitators will define roles for each Member that help the meeting run effectively.

More information on The Alliance's process for leadership development and promotion will be added to the Policies and Procedures by March 2019.

7.0 THIRD PARTY SOLICITATION

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

8.0 SOCIAL MEDIA

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

9.0 STRATEGIC PARTNERS OR SPONSORS

The Alliance strictly prohibits Solicitation by any Member including, without limitation, any Member Leader, Director or Officer of either The Alliance National or a Chapter to any The Alliance strategic alliance partner or sponsor or a Chapter strategic alliance or

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

10.0 MEMBER VENDOR POLICY

At one time or another, almost all associations are faced with the question of whether to do business with their members. In the case of The Alliance, we have numerous members worldwide with great business products and services that may prove helpful to furthering the business operations of The Alliance. Allowing our members to bid on The Alliance business opens the door to some of the best vendors/suppliers in the world and it shows that The Alliance further supports and believes in entrepreneurship.

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

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

- 10.1 The Alliance leadership or staff may purchase products or services from an The Alliance member's company, provided it can be demonstrated that the delivery of the products/services are competitive with other vendors in the industry.
- 10.2 The Alliance members should not expect to be given preferential treatment because of their member status. All bids will be subject to a "blind review" whereby the identity of the bidder is not known. Non-member companies will be included in the RFP process when appropriate.
- 10.3 Staff members are under no obligation to solicit bids and/or purchase products and services from member companies, although they may do so. And there is no obligation to "divide out business" among members who provide similar goods and services.
- 10.4 Written proposals, contracts or agreements must be utilized in the same way that they would be for a non-member company. Proposals must be clearly written and will include scope of work, deliverable deadlines and financial expectations so all parties are

clear and maintain proper communication, professionalism and excellence.

- 10.5 Orders placed for products or services and any amendments or adjustments thereto must be in writing.
- 10.6 Only The Alliance staff can formally contract vendors members or otherwise. Expression of interest from a member leader does not constitute an agreement to use goods/services from any vendor.
- 10.7 If an The Alliance member is selected to be an The Alliance vendor, he/she must select someone in The Alliance on their staff to be the primary contact for The Alliance relationship, just as they would for any other client, provided that is applicable/possible. This removes as much as possible reaching a point where staff is put in the uncomfortable position of having to "hound" members for information and/or performance we are owed simply because they are members. This situation can/has been extremely detrimental to our planning process and the end product. It also ensures that any member/vendor views and treats The Alliance as they would any other client.

14.0 COMMITTEES

Each Chapter will have operating committees as follows. Members are required to serve on committees to contribute to the success of The Alliance and our trainings and events:

- Strategic Planning Committee
- Speaker & Training Committee
- Member On-Boarding Committee
- Marketing & Communications Committee
- Meeting & Events Committee
- Strategic Partner Committee

I hereby agree to the Terms and Cond	itions of The Alliance Policies & Procedures:	
Signed	Date	