

**BYLAWS  
OF  
NORDIC COMBINED USA, INC.**

The name of the corporation shall be **NORDIC COMBINED USA, INC.**, a Colorado nonprofit corporation (the “**Corporation**”)

**1. PURPOSES.**

2. Purposes. The Corporation is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the “Nonprofit Act”), as each may be amended from time to time. The primary purposes for which the Corporation is formed are:

2.1.1. to act and operate exclusively as a nonprofit corporation pursuant to the laws of the state of Colorado, and to act and operate exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, and to act and operate as a charitable and qualified amateur sports organization to foster national and international Nordic combined competitions and provide US Nordic combined athletes with the organizational and financial support to train, travel and compete at the highest levels within the United States and internationally.

2.1.2. To engage in any and all other lawful purposes, activities and pursuits which are substantially similar or reasonably related to the foregoing and which are or may hereafter be and are consistent with those powers described in the Colorado Revised Nonprofit Corporation Act and authorized by Section 501(c)(3) of the Internal Revenue Code.

2.1.3. In connection with such purposes, the Corporation shall have the right to exercise all rights and powers conferred by the laws of the State of Colorado upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease, or otherwise gain any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate, or otherwise dispose of such property and the income, principal, and proceeds of such property, but in each case solely in furtherance of the purposes set forth herein.

2.1.4. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code of 1954, as amended.

2.1.5. The Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under 501(c)(3) of the Internal Revenue Code of 1954, as amended (or the corresponding provision of any future United States revenue law) or by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended or supplemented.

### 3. MEMBERSHIP

3.1. There are no members of the Corporation.

### 4. BOARD OF DIRECTORS

4.1. Number of Directors. The affairs of the Corporation shall be governed by a Board of Directors, initially comprised of four (4) natural persons with a maximum number of Board of Directors of eleven (11). The number of directors shall be set by the Board of Directors from time to time.

4.2. Ex-Officio Board Members. In addition to the Directors, the Board may have a maximum of six (6) Ex-Officio Board Members serving in an advisory capacity. Ex-Officio Board Members shall have all the privileges of regular members of the Board of Directors, except they shall have no vote on any matters before the Board of Directors (or otherwise), shall not be counted for purposes of a quorum, and shall have no responsibility for the affairs of the Corporation unless specifically elected by the Board to serve on a committee or perform a task.

4.3. Term. Unless removed, the term of office for each Director shall be three (3) years or until such Director's successor has been elected or appointed, qualified, and seated. Terms of directors shall be staggered with 1/3 of Directors terms ending each year. A Director's term shall end on June 30 of a year and new Director's term shall begin on July 1 of the following year.

4.4. Term Limits. No director shall serve more than two (2) consecutive full terms after the initial term. After a three (3) year gap, the individual shall be eligible for re-election to the Board.

4.5. Director Qualifications. Directors must be at least eighteen years old but need not be residents of the State of Colorado. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. At least one (1) director shall be an athlete who has been selected to serve on the national team by US Ski and Snowboard within the previous ten competition seasons ("Athlete"). The qualifications of each nominee for the Board may be reviewed, at the Board's direction, by a Nomination and Governance Committee. Directors must be selected without regard to race, color, religion, national origin, or sex.

4.6. Resignation. Any Director may resign at any time by giving written notice to the president or to the secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.7. Attendance and Removal of Directors By accepting the position of Director, the commitment and obligation to attend each meeting of the Directors is accepted and assumed. It is realized that absences may occur from time to time and reason for such absence is to be provided to the President in advance of the meeting. Directors shall be expected to attend in person or by telephonic participation, all regularly scheduled Board meetings, though for exigent circumstances a Director may participate in a meeting by telephone. Directors shall be required to attend no less than one half (1/2) of all regularly scheduled Board meetings in any twelve (12) month period. Directors shall be removed by the Board if they fail to attend at least one half (1/2) of the regular meetings of the Board during any twelve (12)-month period, unless they are able to demonstrate to the other Directors of the Board that the presence of exigent circumstances caused and excused the absences. In such circumstances, the absent Directors shall be removed by the affirmative vote of a majority of the voting power of the Board (not including the voting power of the absent Director). Directors shall also be removed for cause at any duly noticed meeting of the Board, and

after being provided an opportunity for the Directors to be heard by the Board, upon the affirmative vote of at least two-thirds (2/3) of the total voting power of the Board (excluding the voting power of the Director in question). Directors shall also be removed without cause at any duly noticed meeting of the Board, upon the affirmative vote of at least three-fourths (3/4) of the total voting power of the Board (excluding the voting power of the Director in question). The position held by such Director shall be declared vacant upon such removal.

- 4.8. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors). The term of the member of the Board of Directors so elected shall be coincident with the term of the replaced member of the Board of Directors. The Board may also vote not to fill a seat and thereby reduce the number of directors, so long as the number of directors at all times does not fall below three (3).
- 4.9. Quorum of the Board of Directors. A majority of the members of the currently seated Board of Directors shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Directors in attendance where a quorum is present shall be an act of the Board of Directors.
- 4.10. Place and Notice of the Board of Directors Meetings. Any regular or special meetings of the Board of Directors may be held at such place within or without the State of Colorado. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. Such notice may be given by written notice delivered by mail or via electronic delivery sent to each Director. Any such notice is to be delivered by an accountable means to verify delivery. The Board of Directors shall hold a regular meeting at least four times each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties hereunder. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board of Directors may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting. Such notice may be given by written notice delivered by mail or via electronic delivery sent to each Director.
- 4.11. Powers and Duties. The Board of Directors shall have, subject to the limitations contained in the Articles, these Bylaws and the Act, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Corporation and shall exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.
- 4.12. Electronic Meetings. Members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or committee by electronic means, such as videoconference, telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.
- 4.13. Action Without a Meeting. Any action required or permitted by Articles 121 to 137 of the Colorado Revised Nonprofit Corporation Act to be taken at a board of directors' meeting may be taken without a meeting if notice is transmitted in writing to each member of the Board and each member of the Board by the time stated in the notice: (a) votes in writing for such action; or (b)

votes in writing against such action, abstains in writing from voting, fails to respond or vote, and fails to demand in writing that action not be taken without a meeting. The notice required herein shall state: (i) the action to be taken; (ii) the time by which a Director must respond; and (iii) that failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice, and failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (iv) any other matters the corporation determines to include. Action is taken under C.R.S. 7-128-202 only if, at the end of the time stated in the notice transmitted pursuant to Section (a): (i) the affirmative votes in writing for such action received by the Corporation and not revoked pursuant to Section (e) equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted and (ii) the Corporation has not received a written demand by a Director that such action not be taken without a meeting. Action taken pursuant to C.R.S. 7-128-202 has the same effect as action taken at a meeting of Directors and may be described as such in any document. All writings made pursuant to C.R.S. 7-128-202 shall be filed with the minutes of the meetings of the Board of Directors

4.14. Compensation and Reimbursement of the Members of the Board of Directors. Directors shall receive no compensation for carrying out their duties as directors of the Corporation. Directors are not restricted from receiving compensation for professional services rendered to the Corporation provided (a) services provided by such director are reasonable and necessary to carry out the Corporation's charitable purposes as set forth in the Articles and (b) the compensation paid is not unreasonable. Such remuneration must be reviewed in conjunction with the Corporation's Conflict of Interest Policy. The Board may adopt policies for reimbursement of reasonable expenses incurred by directors in conjunction with carrying out Board responsibilities.

4.15. Loans Prohibited No loans shall be made by the Corporation to its Directors or officers.

## 5. OFFICERS AND THEIR DUTIES

5.1. Executive and Other Committees. The Board may designate from among its members by resolution from time to time an executive committee and one or more other committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise all of the authority of the Board, except as prohibited by the Act. The delegation of authority to any committee shall not operate to relieve the Board or any Director from any responsibility imposed by law. Rules governing procedures for meetings of any committee of the Board shall be as established by the Board, or in the absence thereof, by the committee itself.

5.2. Enumeration of Officers. The officers of the Corporation shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The president must be a member of the Board of Directors.

5.3. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the annual meeting of the Board of Directors.

5.4. Term. Officer(s) shall be elected annually by the Board of Directors, and each shall hold office for three (3) years unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

5.5. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

- 5.6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 5.7. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.
- 5.8. Multiple Offices. Any two (2) or more offices may be held by the same person.
- 5.9. Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Corporation may be executed by the President or Vice President or Treasurer or any person or persons as may be designated by resolution of the Board of Directors.

## 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

- 6.1. Indemnification of Directors, Officers and Others. The Corporation hereby declares that any person who serves at its request as a Director, officer, employee, chairman or member of any committee, or on behalf of the Corporation as a Director or officer of another corporation, whether for profit or not for profit, shall be deemed the Corporation's agent for the purposes of this Article 6, and, subject to the provisions of Section 6.2, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been such Director, officer, employee, chairman or member of any committee.
- 6.2. Limitation on Indemnification. No indemnification shall be made in respect of any claim, issue or matter as to which a person covered by Section 6.1 shall have been adjudged to be liable for gross negligence or misconduct in the performance of such person's duty, unless and only to the extent that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.
- 6.3. Indemnification in Criminal Actions. No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Section 6.1 shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt but in view of all the circumstances of the case, such person is entitled to indemnification for such expenses or fines which such court shall deem proper.
- 6.4. Advancement of Expenses. The Corporation shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a person covered by Section 6.1 in advance of the final disposition of the proceeding if: (a) such person furnishes the Corporation a written affirmation of such person's good-faith belief that he or she has met any applicable standard of conduct described herein; and (b) the person furnishes to the Corporation a written undertaking, executed personally

or on behalf of such person, to repay the advance if it is ultimately determined that the person did not meet such standard of conduct. The undertaking required by clause (b) must be an unlimited general obligation of the person but need not be secured and may be accepted without reference to financial ability to make repayment.

- 6.5. Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the written affirmation and undertaking to repay as required by Section 6.4 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety days after written request for indemnification is made. A person's expenses incurred in connection with successfully establishing such person's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.
- 6.6. Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the person and to the Corporation;(b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery , and that the per- son to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.
- 6.7. Other Rights and Remedies. Except as limited by law, the indemnification provided by this Article shall be in addition to any other rights which a person may have or hereafter acquire under any law, provision of the Articles, any other or further provision of these Bylaws, vote of the Board, agreement, or otherwise.
- 6.8. Applicability: Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any person entitled to indemnification under this Article who has ceased to be a Director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a Director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trustee, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the power or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate , restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each person covered hereby.

6.9. Indemnification of Other Parties. The Corporation shall have the right, but shall not be obligated, to indemnify any person not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case.

6.10. Savings Clause: Limitation. If this Article or any Section or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each person otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in section 501(c)(3) of the Code, or that would result in the imposition of any liability under section 4941 of the Code.

6.11. Limitation on Liability. No Director or officer of this corporation shall be personally liable to the Corporation, if any, for civil claims arising from acts or omissions made in the performance of such person's duties as a Director or officer, unless the acts or omission are the result of such person's intentional misconduct. No individual Director or officer shall be personally liable in respect of any debt or other obligation incurred in the name of the Corporation pursuant to the authority granted directly or indirectly by the Board of Directors.

6.12. Directors and Officers Insurance. The Corporation shall purchase and maintain insurance on behalf of any Person who is or was a member of the Board of Directors or an officer of the Corporation against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such.

## 7. COMMITTEES AND ADVISORY COUNCIL

7.1. Advisory Council. There shall be an Advisory Council. The Advisory Council shall consist of representatives from different Nordic combined clubs within the US, as well as individuals that bring resources to NCUSA. The size of the Advisory Council shall be determined by the Board of Directors. Members of the Advisory Council will be appointed by the Board of Directors. The chair of the Advisory Council shall be elected by the members of the Advisory Council.

7.2. The Corporation shall have the following committees: 1. Finance Committee 2. Nominating and Governance Committee.

7.3. Ad Hoc, Task Force and Special Committees. The Board may appoint such other ad hoc or special committees as may be necessary from time to time. Such committees are not authorized to commit or bind the organization. Recommended actions will be presented to the Board of Directors for final approval and action.

7.4. Committee Term and Term Limits. Committee members will serve a term of three (3) years, with a limitation of two (2) consecutive terms. A committee member shall remain on the committee until the committee member's successor is appointed, or until the committee member's earlier resignation, removal, incapacity, disability, or death. The term for all task force members shall be until their assignment is concluded, but in any event shall not exceed a period of three (3) years.

- 7.5. Committee Duties. In addition to duties outlined below, the duties of each committee shall be as assigned by the appropriate appointing authority, subject to the overall authority of the Board of Directors. All ad hoc or task force committees must have a specific objective, a specific deliverable, and a term. All committees will record minutes which should be completed within thirty (30) days that will include the date of the meeting, whether the meeting was conducted telephonically or in person, a listing of participants, conflict of interest disclosures, detail of motions made, actions taken, and recommendations to the Board. Each committee and task force member shall be bound by the Conflict of Interest Policy.
- 7.6. Finance Committee. The Finance Committee shall consist of three (3) voting persons. The NCUSA Treasurer shall serve ex-officio, without a vote, of this Committee. At least two (2) voting members must be persons with financial expertise, and will be appointed by the Board of Directors. The Chair of the Committee shall be elected by and from the members of the Committee. This Committee shall (i) review and approve financial policies and procedures, (ii) investigate matters of fiscal controls and disclosure and such other matters as directed by the Board, (iii) review financial statements and report to the Board, (iv) oversee short and long term investments, (v) recommend independent auditors; (vi) review the independent audit report and IRS form 990; (vii) review the independent auditor management letter and recommend action as needed; and (viii) perform other duties as assigned by the Board or President.
- 7.7. Nominating and Governance Committee. The Nominating and Governance Committee shall consist of at least three (3) but no more than five (5) voting persons. At least one (1) voting member of this Committee shall be an Athlete; at least one (1) voting shall be an independent individual who is not a director; and at least one (1) voting member shall be a member of the current Board of Directors. Members of the Nominating and Governance Committee shall not be considered for nomination to an open Board position (excepting those Nominating and Governance Committee members already on the Board who may be considered for a second term of service on the Board and/or any athlete representative elected to the Board). Members of the Nominating and Governance Committee may serve on another Designated or Other Committee. The Chair of the Nominating and Governance Committee will be appointed by the Board President. This Committee shall (i) adopt a procedure to identify and analyze prospective candidates for Director and committee positions; (ii) review the Bylaws and other governance policies regularly and review proposed changes to governing documents and provide recommendations to the Board; (iv) ensure conflict of interest disclosures are performed regularly and otherwise guide application of the conflict of interest policy; and (iii) perform other duties as assigned by the Board.
- 7.8. Committee Quorum. A majority of the members of a committee represented in person or by telephonic participation shall constitute a quorum at any meeting of the committee. If less than a majority of such members are represented at a meeting, a majority of the members so present may adjourn the meeting but may not transact any business until a quorum has been secured. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Proxy votes shall not be allowed. The vote by the majority of the members present at a duly constituted meeting shall constitute the actions of the committee.
- 7.9. Committee Attendance. Committee and task force members are expected to attend in person or by telephonic participation all regularly scheduled committee and task force meetings of which they are a member. Each committee or task force member must attend a minimum of at least one half (1/2) of the committee or task force meetings of which they are a member during any twelve (12) month period.



- 7.10. Committee Resignation, Removal, and Vacancies. Committee or task force members may be removed by the Board if they fail to attend more than one half (1/2) of the regular committee or task force meetings during any twelve (12) month period, unless they are able to demonstrate to the Directors of the Board, that the presence of exigent circumstances caused and excused the absences. In such circumstances, the absent committee or task force member shall be removed upon the affirmative vote of a majority of the voting power of the Board (not including the voting power of the absent committee member in question, if also a Director).

## **8. DISSOLUTION AND DISTRIBUTION OF ASSETS.**

- 8.1. Voluntary Dissolution. The Corporation may voluntarily dissolve and wind up its affairs as follows:

8.1.1. The Board shall convene a meeting, whether regular or special, one of the purposes of which shall be to consider the adoption of a resolution to dissolve the Corporation. Written or printed notice stating that the purpose, or one of the purposes, of the meeting is to consider the advisability of dissolving the Corporation, shall be given to each Director. A resolution to dissolve the Corporation may only be adopted by the vote of a majority of all members of the Board, whether or not they are present at the meeting.

8.1.2. Upon the adoption of the resolution by the Board, the Corporation shall cease to conduct its affairs except insofar as may be necessary for the winding up thereof, and shall proceed to collect its assets and apply and distribute them pursuant to the terms of these Bylaws and the Articles.

- 8.2. Distribution of Assets. The assets of the Corporation in the process of dissolution shall be applied and distributed in the following order:

8.2.1. All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequately provided for.

8.2.2. Assets the Corporation holds upon a condition requiring return, transfer, or conveyance shall be returned, transferred, or conveyed in accordance with the requirement if the dissolution causes the condition to occur.

8.2.3. All remaining assets of the Corporation shall be distributed exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board shall determine. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

## **9. MISCELLANEOUS**

- 9.1. Conflict of Interest Policy. The Corporation shall adopt and periodically review a conflict of interest policy to protect the Corporation's interest when it is contemplating any transaction or

arrangement which may benefit any director, officer, affiliate, or member of a committee with board-delegated powers.

- 9.2. Non-Discrimination Policy. The officers, employees, committee members and persons served by this Corporation shall be selected entirely on a non-discriminatory basis with respect to age, sex, race, religion, national origin and sexual orientation. It is the policy of Nordic Combined USA not to discriminate on the basis of race, creed, marital status, ancestry, gender, sexual orientation, age, physical disability, veteran status, political affiliation, color, religion, or national origin,
- 9.3. Amendments. These Bylaws may be amended by a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors,
- 9.4. Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Corporation.
- 9.5. Records, Books and Accounts. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees. All books and records of the Corporation may be inspected by any Director or that Director's authorized agent or attorney, for any proper purpose at any reasonable time.
- 9.6. Conveyances and Encumbrances. Property of the Corporation may be assigned, conveyed or encumbered by such officers of the Corporation as may be authorized to do so by the Board, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by applicable statute.
- 9.7. Designated Contributions. The Corporation may accept any designated contribution, grant, bequest or devise consistent with its general charitable and tax-exempt purposes, as set forth in the Articles. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the Corporation shall reserve all right, title and interest in and to, and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special fund, purpose or use. Further, the Corporation shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Corporation's tax-exempt purposes.
- 9.8. Fiscal Year. The fiscal year of the Corporation shall be a calendar year. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Corporation.
- 9.9. Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

**NORDIC COMBINED USA, INC., a Colorado nonprofit corporation**

I hereby certify that the foregoing Bylaws of Nordic Combined USA, Inc. were duly adopted by the Board of Directors on July 31, 2024, and constitute a complete copy of the Bylaws of the Corporation.

Secretary

*Jill Brubaker*  
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Date: \_\_\_\_July 31, 2024\_\_\_\_\_

Jill Brubaker