



W O M E N ' S
B U S I N E S S L E A G U E ®

Member Code of Conduct and Membership Policies

**Women's Business League, LLC
P.O. Box 166
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WHO WE ARE

Women's Business League (WBL) is a Membership-based networking group founded by women for women. WBL is a perfect place to promote your personal brand, expand your referral network, and widen your community connections. Here at WBL, we achieve success through meaningful relationships. When women come together to support each other's businesses, everybody wins.

MEMBER BENEFITS

- Monthly Power Hours and quarterly Accelerators
- Community full of encouragement, inspiration & support
- Access to online membership directory
- Members only private online community group for posting about your business and offerings
- Member Spotlight
 - 10-minute presentation opportunity during chapter meeting
 - Spotlight on WBL social media
- Discounted tickets to select WBL events
- \$25 bonus via Venmo for each new member that you refer to WBL
- Monthly Monday Morning Meetings and Momentum Sessions
- Bi-weekly, structured, referral-based networking meetings (Chapter Member only)

CODE OF CONDUCT

Although WBL's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to operate and should guide us in our daily conduct.

Members agree to abide by the following Code of Conduct:

1. **Encouragement. Inspiration. Community**

Encourage, inspire and support fellow Members and visitors. Members provide a strong sense of community where others feel welcomed and valued.

2. **Build Trust and Credibility**

The success of our community is dependent on the trust and confidence we earn from our fellow Members, visitors, clients and referrals. We gain credibility by adhering to our commitments, displaying honesty and integrity

and reaching our goals solely through honorable conduct.

When considering any action, ask: will this build trust and credibility for WBL? Will it help create an environment in which WBL can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering “yes” to those questions and by working every day to build our trust and credibility.

3. Integrity

Do the right thing. Be truthful. Be honest and fair to Members and referrals. Provide prompt and quality service to all Members and referrals.

4. Professional Compliance

Members must be in good standing in their respective professions, hold current licenses and certifications and maintain appropriate insurances, if required. WBL reserves the right to verify this information.

Members must provide products or services according to the highest standards in their industry and provide quality service to all referrals.

5. Flexibility with Accountability

Members are responsible for their behavior. Members agree to fully engage in the activities of WBL. Members understand that the benefit they receive from their WBL Membership is a direct result of the effort they put in. Members agree to treat each referral with appropriate urgency and attention.

6. Respect

We all deserve to collaborate in an environment where we are treated with dignity and respect. WBL is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our success.

Have respect for Members, WBL staff, visitors, vendors and clients. Treat one another respectfully, avoiding any action that may discredit WBL, Members, or their clients.

WBL Members must refrain from any act of harassment or bullying which creates an intimidating, hostile, or offensive environment for other Members, visitors or staff. WBL Members agree to work together to provide a Membership experience that is free from all forms of harassment, discrimination, retaliation, bullying, or intimidation. Respect the confidentiality of other Members and their referred clients.

7. Confidentiality and Intellectual Property

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of another's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of intellectual property.

You may not use or share information that is confidential, proprietary or trade secret in nature relating to the business of WBL. When it comes to prospective Members, referrals or business opportunities, WBL encourages you to make introductions and promote fellow Members. However, do not give out any information about a fellow Member without prior approval from that Member.

You agree that you will keep confidential all WBL's Confidential Information and that you will not, directly or indirectly, either while you are a Member with WBL or at any time after: (i) use, publish, or otherwise disclose to any third party any of WBL's Confidential Information in any format or medium, or (ii) use, publish, or otherwise disclose WBL's Confidential Information in any format or medium for your benefit to compete with WBL or to use for spamming or other unauthorized contact with Members, or for the benefit of any other person or entity to compete with WBL or to use for spamming or other unauthorized contact with Members, or (iii) publish or allow to be published or disclosed, any WBL's Confidential Information to any person who is not affiliated with WBL.

"Confidential Information" means information, whether or not marked as "confidential" or "proprietary" and whether or not in electronic or documentary form, relating to, without limitation, past, present, or future research, development, financial, technological, or business activities of WBL, including, but not limited to, WBL's Member handbook, Member lists, strategic partner lists, data about Members and their businesses, marketing information, WBL's website content and design, computer software, research, designs, know-how, inventions, methods of operation, copyrightable material, patentable material, trademarkable material, and other intellectual property and trade secrets (as defined in the Massachusetts Uniform Trade Secrets Act).

MEMBER RESPONSIBILITIES

1. Create a Culture of Open and Honest Communication

At WBL everyone should feel comfortable communicating, particularly with respect to ethics concerns. Members and staff have a responsibility to create an open and supportive environment where Members feel comfortable raising such questions. We all benefit tremendously when Members exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

Members are encouraged, in the first instance, to address such issues with the respective Member, as most problems can be resolved swiftly. If for any reason that is not possible or if a Member is not comfortable raising the issue with another Member, then speak to the Chapter Leader or a WBL staff Member.

WBL will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, WBL will take appropriate action.

2. Participation

WBL Member: Members will take it upon themselves to participate and get to know the other members.

Chapter Member: Members will get to know the other Members of the chapter. Members are to attend at least 75% of the chapter's meetings per year. Members will RSVP with the Chapter Leader in advance of each meeting. If a member becomes unresponsive (i.e. not attending meetings, not responding to Chapter Leader and/or WBL emails or outreach) for a duration of one month, WBL reserves the right, in its sole discretion, to terminate that Members' membership.

3. Collaboration

Members will support other Members to promote their personal brand, expand their referral network, and widen their community connections. Members will achieve success through meaningful relationships, exchanging referrals and providing introductions to Members of my chapter and throughout the WBL community.

4. Referrals

Members will communicate with other Members about referrals received and acknowledge those referrals during the chapter meetings. Giving quality referrals will be a factor in evaluating Member's contributions to the overall success of the chapter and may be part of the evaluation in each Membership renewal.

5. Membership Growth

Members will contribute to the continued success of WBL by identifying qualified new Members and inviting guests. Guesting is to be approved by the relevant Chapter Leader, and Members should not invite candidates to guest without the express consent of the Chapter Leader.

6. Working Together

If Members purchase products from or engage the services of another WBL Member, Members will resolve any disputes regarding such products or service (including fees) directly with that Member. Members will not involve the WBL staff, other Members or the community in any such disputes.

7. **Relationships First**

Members should focus first on building trusted relationships with other Members and allow business between each other to grow organically.

8. **Privacy**

Access to WBL's Membership lists, vendor lists, directories or other information is an exclusive benefit of Membership in WBL. Members shall not sell, rent, or share WBL's information or allow non-WBL Members to view said information.

9. **Membership**

Membership is individual, non-transferable, and non-refundable. Membership renewal is subject to approval by WBL and the Chapter Leader.

10. **Meeting Costs (Chapter Members Only)**

Each Member is responsible for payment of meeting costs. Said costs for room space and food will be determined by each Chapter Leader and are subject to change. WBL Chapter Leaders will keep costs as reasonable as possible given the needs of each chapter.

11. **Ethics**

I have read the WBL Code of Conduct and agree to abide by it.

BREACH of MEMBERSHIP

All Members must confirm they accept the WBL Code of Conduct and WBL Member Responsibilities prior to joining or renewing. Chapter Leaders or WBL will attest that a Member is in good standing prior to their annual renewal.

Enforcement of the Code of Conduct is the responsibility of the Chapter Leader and WBL. Decisions as to termination of Membership are made by the Chapter Leader and WBL.

Please note: WBL only investigates claims of a breach of WBL's Code of Conduct and Member Responsibilities. Complaints about a Member's professional competence should be directed to the relevant professional governing body. WBL will not investigate disputes about products sold or services rendered, including but not limited to, fee disputes. However, should such disputes be recurring, WBL, in its sole discretion, may decide to terminate the Membership of the offending Member. WBL is not responsible for the quality of products or services provided by Members.

One or more breaches of the WBL's Code of Conduct or Member Responsibilities are cause for immediate termination of Membership without reimbursement of any dues or fees previously paid to WBL.

COMPLAINTS

Making a Complaint

If you witness or experience a Member violating the Code of Conduct or Member Responsibilities, report the infraction to WBL staff at info@womensbusinessleague.com or your Chapter Leader (Chapter Member only) for initial investigation.

If the violation has been committed by a Chapter Leader, then the alleged infraction should be reported to the WBL's staff for investigation.

If the issue cannot be resolved by the Chapter Leader, that Chapter Leader will report the complaint to the WBL staff.

Investigation

WBL will investigate the allegations of a complaint by speaking to the relevant parties. If WBL determines that a Member has violated the Code of Conduct or Member Responsibilities, the appropriate consequence will be given in the form of either a warning or termination of Membership.

If the investigation is not conclusive, a notice will be provided to the Member that any future confirmed breach will result in termination of Membership.

Confidentiality will be maintained in the investigation process to the extent practical and appropriate under the circumstances.

MEMBERSHIP POLICIES

1. MEMBERSHIP BASICS

Memberships are individual, non-transferable, and non-refundable. There are no corporate rates and no shared Memberships. Membership is active upon payment being received in full. Annual renewal is based on the date that the member's application was approved.

Chapter Membership is limited to one WBL chapter.

Members may transfer to a new WBL chapter upon renewal. Approval of transfer is subject to the approval of WBL and the Chapter Leader of the new chapter. Acknowledgment of current application is still accurate prior to transfer. Transfer is also subject to Member's attendance, commitment, and contributions to the home chapter and seat availability in the desired new chapter.

Members in a chapter may change their seat, if desired. Approval of this change is subject to the approval of WBL and the Chapter Leader and in the sole discretion of WBL. Seat change is also subject to Member's attendance, commitment, and contributions to the chapter and seat availability in the

chapter. Members must fill out a new Application. If approved, the annual membership fee paid will be applied to the remaining part of the membership year for the new seat.

Membership renewal is at the discretion of WBL and Chapter Leader (for Chapter Members) and is based upon demonstrating commitment to the Member Responsibilities and overall success of the chapter, which includes regular attendance at chapter meetings, proactive collaboration, providing referrals, and information sharing with other WBL Members.

2. CHAPTER VISITING

Members are encouraged to get to know WBL Members. To support this, WBL hosts monthly Monday Morning Meeting calls and Momentum Sessions. Each Chapter may hold Visitor Days. The scheduling of these Visitor Days is at the discretion of each Chapter Leader. Member is responsible to pay for any costs associated with attending.

WBL, in its discretion, may allow Member guest speakers where individual Members are invited to attend other Chapter meetings to share their expertise.

Additional visitation between Chapters without WBL approval is not permitted.

3. NON-SOLICITATION

WBL puts relationships first and is committed to providing a comfortable environment for its Members. The hope is that once Members get to know each other, they will exchange business and make referrals to each other. However, this should be a natural progression and Members should avoid a 'hard sell' to other Members.

Emailing other Members is a privilege of Membership. You must obtain permission from the Member and confirm they agree to opt in to receive newsletters or announcements sent to a bulk distribution mailing list.

4. POLICY AGAINST HARASSMENT and DISCRIMINATION

As stated in the Code of Conduct, WBL prides itself on guiding principles that include integrity, accountability, confidentiality, and respect. Members who engage in acts of harassment and/or discrimination directly violate these guiding principles.

WBL Members must refrain from any act of harassment which creates an intimidating, hostile, or offensive environment for other Members. WBL Members agree to work together to provide a Membership experience that is free from all forms of harassment, discrimination, retaliation or bullying.

Harassment includes conduct that reasonably could be expected to and/or does interfere with an individual Member's ability to avail the Member of all the benefits available to WBL Members or creates an intimidating or hostile environment at any WBL event or meeting. Below are some examples of harassment:

If you witness or experience any such conduct, please report the situation to your Chapter Leader or WBL staff as soon as possible. The process previously discussed above in Complaints will be also be applied by WBL when investigating any complaint related to harassment, discrimination, retaliation.

5. MEMBERSHIP GROWTH

WBL is committed to deliver a high-value experience to each of our members. One way we do this is by adding Members that align with the mission of WBL and appreciate its core values. It is essential that prospective members embody the spirit of WBL. Not all professional contacts or individuals are appropriate candidates for membership. Approval of new Members is in WBL's sole discretion.

6. CLASSIFICATIONS

WBL Member: WBL does not promote professional exclusivity in the community. This open approach produces key benefits such as a larger, more interactive community which thrives over time, the exchange of more business and ideas, and a more expansive opportunity to build relationships with a variety of resources and personalities.

Chapter Member: WBL does not promote absolute exclusivity within a profession in a chapter. This open approach produces key benefits such as larger, more interactive chapters which thrive over time, the exchange of more business and ideas, and a more expansive opportunity to build relationships with a variety of resources and personalities.

WBL will allow for multiple Members in a Chapter who are in the same profession in some instances. WBL is mindful of the need for all to succeed and will balance the overall needs of WBL with the needs of each Member. There may be some circumstances where allowing more than one Member, of the same or similar profession, in a Chapter will be beneficial.

- Provides alternatives for referrals to ensure Member's personality matches the client's style.
- Members in the same discipline may not do the same exact work, focus on the same specific niche or area or target the same type of clients. For example, attorneys or financial advisors may have totally diverse practices.
- Members in the same discipline may serve a different demographic of client such as serving individuals v. serving businesses.
- Members may have conflicts that could necessitate a referral to another Member in the same profession.

The key is to find and emphasize the differences, rather than automatically assuming the two Members are competitive and inappropriate for the same group. WBL Group Leaders and the WBL office have final discretion over admission, retention, and maintenance of the balance of professions and specialties within groups.

7. ALCOHOL

Alcohol will not be served by WBL at chapter meetings, events or any meeting sponsored by WBL. Any alcohol consumption at the appropriate meetings will be the sole responsibility of the Member.

8. WEATHER

Chapter Member: Member safety is of primary concern, WBL meetings will be canceled due to inclement weather if road conditions hinder travel. If school is canceled or delayed in the town in which your meeting is located, the WBL meeting will also be canceled.

9. NEW MEMBER BONUS

For every new Member referred by a current WBL member, the referring Member will receive a \$25 bonus via Venmo (or check). The new Member must put the referring Member's name on their application. There is no limit to the number of bonuses a Member can accrue. Payment via Venmo (or check) will be made to the referring Member once the new Member has paid their membership dues.

10. NON-WBL EVENTS

WBL members may have the opportunity to participate in events and activities that are organized by other WBL members that are neither sponsored nor planned by WBL ("Non-WBL Events"). WBL does not take responsibility for such events, including the safety, equipment, supervision, or training of those involved. By participating in a Non-WBL Event, WBL members (as well as the hosts of the Non-WBL Events) assume all risks of loss, damage or injury that may occur to them as a result of such participation, without limitation or qualification, and they waive all claims against WBL and its members arising from or related to such assumed risks. WBL may list Non-WBL Events on WBL's calendar and send electronic mail announcements or reminders of scheduled Non-WBL Events, which does not modify or affect in any way the assumption of risk and waiver by WBL members when attending Non-WBL Events.

11. WBL IS NOT LIABLE

WBL, its officers, members, employees, contractors, agents and the like are not responsible in any way for the products, services, representations or advice of its Members. This includes but is not limited to, fees, pricing, quality or customer service.

12. ARBITRATION

Any controversy or claim ("Claim") you (the "Member") may have arising out of or relating to your Membership in WBL ("WBL") shall be resolved by final and binding arbitration. The arbitration shall be held in Massachusetts and shall be conducted in accordance with the rules of the Massachusetts Uniform Arbitration Act. The arbitration shall be administered by JAMS

pursuant to its Streamlined Arbitration Rules and Procedures. All submissions to the arbitrator, the arbitration proceedings and the award shall be confidential.

Notwithstanding the foregoing, either the Member or WBL may, in aid of the arbitrator's jurisdiction, bring a proceeding seeking a temporary restraining order and preliminary injunctive relief in either federal or state court with appropriate jurisdiction. Such an order shall remain in effect until a final award is made in the arbitration described above. The arbitrator shall have the power to award permanent injunctive relief as part of the arbitration award. Additionally, a court action may be brought to enforce any arbitration award.

13. FAXED or ELECTRONIC SIGNATURES

Faxed, scanned, electronic signatures and/or electronic acknowledgment of this agreement, as well as on any amendments, modifications or ancillary agreements, shall be considered as binding as original signatures and may be relied upon.

14. VIDEO and PHOTOGRAPHY

Photography, and/or audio-visual recordings may be made of any WBL program, offering or event, including your participation, presentation or statements. By joining, attending and continuing to be in the program, offering or event you are consenting to be recorded or photographed. You consent to WBL's rebroadcast or other use of the photo, audio or video recordings of any program, offering or event and any information disclosed or shared. The views expressed or presented by panelists and participants of the program are those of the speakers or authors and do not necessarily represent the views, policies or approved positions of WBL, its officers or its chapters and are not endorsed by WBL, its officers or chapters.

ACKNOWLEDGMENT

I have read the WBL Member Handbook. I agree to abide by all codes of conduct, responsibilities and policies contained herein.

Name:

Date