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**BYLAWS OF
DIGESWARI PARIVAR USA INC,
A TEXAS NON-PROFIT CORPORATION
Effective January 16, 2019**

1.0 DECLARATIONS

The purpose of this organization is to create a nonprofit charitable religious and non-political organization under the Internal Revenue Code Section 501(c)(3) that provides a forum to advance the Hindu religion and the cultural heritage, provide a forum for meeting, facilitating, and encouraging religious observance, sharing of ideas, providing cultural programs, and endeavoring toward community advancement and further unifying the community whose origin is from Digas Gaam, Gujarat, India and who are residing in the United States of America and its territories. The name of this organization shall be Digeswari Parivar USA, Inc. (hereinafter referred to as “Digeswari Parivar”).

2.0 REGISTRATION

2.1 The State of incorporation shall be Texas.

2.2 The initial agent for service of process shall be as follows:

Vikas Desai
1811 Ravenel Lane
Sugar Land, Texas 77479

The office of the registered agent may be changed from time to time as set forth in these Bylaws without necessity of an amendment.

3.0 OBJECTIVES

3.1 Establish a community center to provide, promote and celebrate, religion, culture, and education,

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among Digeswari Parivar residing in the United States of America.

3.2 Develop closer religious and cultural ties between the Hindu faith, Indian heritage and the people of Digas Gaam, Gujarat, India who are residing in the United States of America.

3.3 Identify and discuss areas of concern to our community and/or develop mechanisms for the regular exchange of ideas about concerns related to religion and the Gujarati culture of Digas Gaam, Gujarat, India and for Digeswari Parivar in different parts of America.

3.4 Foster harmony, brotherhood, and fellowship among the people of the Hindu faith and Gujarati culture Digas Gaam, Gujarat, India and those of Indian origin.

3.5 Share the experience of the Hindu-based international Digas Gaam community on a common platform.

3.6 Inspire people to engage in the religious and cultural processes of their adopted lands in meaningful and noteworthy ways.

3.7 To discern and educate individuals on social problems and providing support or assistance in manners as decided from time to time by those authorized herein.

3.8 To unite, inform, and preserve religious and cultural heritage for present and future generations.

4.0 MEMBERSHIP

4.1 Membership in Digeswari Parivar is open to persons whose heritage is religiously and culturally originating from Digas Gaam, Gujarat, India.

4.2 A membership is defined and includes spouses, unmarried children (under thirty (30) years of age), and/or senior parents of the Digeshwari Parivar member. A Digeshwari Parivar member is defined as the head of household and his/her spouse under whom the membership is obtained. Only for purposes of counting the number of total members of DIGESWARI PARIVAR, each person that is a part of a

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qualified membership shall be counted as a member.

4.3 Membership levels and types may be established, created, removed, edited, or revised by a majority vote of the Board of Trustees and Board of Directors.

4.4 Upon majority vote, the Board of Directors shall have the sole right to accept, reject, grant or revoke any membership and/or membership application.

5.0. BOARD OF TRUSTEES

5.1 *Number and Qualifications.* The Board of Trustees shall consist of five (5) Trustees who have been duly elected by the Members or properly appointed by the Board of Directors as set forth in Sections 5.3 and 5.4 of these Bylaws. A Trustee cannot concurrently serve on the Board of Trustees and Board of Directors.

5.2 *Term of Office.* Notwithstanding Section 5.4 of the Bylaws, each Trustee shall hold office for four (4) years unless he/she shall sooner (i) resign, (ii) cease to be a Member of the DIGESWARI PARIVAR, (iii) become unable to act through absence or mental or bodily infirmity, or (iv) be removed by a two-thirds (2/3) majority of members of the Board of Trustees.

5.3 *Initial Trustees.* At the initial appointment of the Board of Trustees, there will be an appointment of five (5) Trustees. At the initial appointment, the individual receiving the appointment by the Board of Directors shall serve a term of six (6) years; Said initial terms will create the ability to maintain staggered terms and allow for continuity and experience among the Board of Directors and Board of Trustees.

5.4 *Appointment of Trustees.* After the term of Initial Trustees has expired, the duly elected Board of Directors shall appoint five (5) Trustees to serve as a member of the Board of Trustees for the Term set forth in Section 5.2 of these Bylaws. Each appointed Trustee must be a dues paying and active member of DIGESWARI PARIVAR for the four (4) years immediately preceding appointment.

5.5 *Eligibility of Trustees.* To be eligible for appointment to the Board of Trustees, the individual must be a member of DIGESWARI PARIVAR for the four (4) consecutive years immediately preceding

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appointment.

5.6 *Vacancy in Office of Trustees.* If a vacancy occurs, then the Board of Trustees shall appoint a replacement Trustee, who would qualify for a Trustee's position, as a Trustee to serve until the next Board of Directors election. A Trustee who has been so appointed may be eligible to be a candidate for the Trustee's position at the next election to fulfill the remainder of the term.

5.7 *Power and Role of the Trustees.*

- a. Trustees shall have the traditional role of fiduciaries of the DIGESWARI PARIVAR; also, Trustees shall provide strategic guidance to the Board of Directors in the management to the DIGESWARI PARIVAR's operations to meet the Members' current and future needs.
- b. The Board of Trustees shall elect a Chief Trustee from among the elected Trustees at the first meeting of each year, hold meetings on a periodic basis, and maintain the records of the minutes of their meetings as part of the DIGESWARI PARIVAR's records. The Board of Trustees shall establish the expenditure guidelines for the Board of Directors, and the Board of Trustees will be vested with a line item veto to control the expenditure of the Board of Directors and the DIGESWARI PARIVAR.
- c. The Board of Trustees shall be specifically authorized to promulgate and amend, from time to time, policies, procedures, rules or regulations of DIGESWARI PARIVAR. In the event of a conflict between the Bylaws and any policies, procedures, rules or regulations, these Bylaws shall control.
- d. The Board of Trustees, upon majority vote of the Board of Trustees, shall have the power to approve, consent, or deny any single social event or function expenditure exceeding five thousand dollars (\$5,000.00).

5.8 *Dissolution of Board of Trustees and Board of Directors.* In the event of a complete absence or dissolution of both the Board of Trustees and Board of Directors, the Origin Committee, as defined in Section 9.0, shall take control of DIGESWARI PARIVAR until a replacement Board of Directors are rightfully elected and a Board of Trustees is appointed.

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5.9 *Board of Trustees is the Initial Arbiter.* The Board of Trustees shall be the initial arbiter in the interpretation of any clause of these Bylaws. Any initial interpretation of any clause of these Bylaws shall be by unanimous consent of the Board of Trustees. In so doing, the advice of the Origin Committee may be obtained. In the event, unanimous consent is not possible, the Board of Trustees shall promptly inform the Origin Committee. As set forth in Section 9.4 of the Bylaws, the Origin Committee shall be the final arbiter in the interpretation of any clause of these Bylaws.

6.0 BOARD OF DIRECTORS

6.1 *Management.* The Management of the DIGESWARI PARIVAR shall be under the direction of the Board of Directors subject to the limitations specified in these Bylaws.

6.2 *Number, Qualifications and Officers.* Except for the initial members, the Board of Directors will consist of seven (7) members.

6.3 Except for the initial Board of Directors, to hold an Officer position, that Member must be a Member of the Board of Directors for at least three (3) years and at least twenty-five (25) years old. The members elected to the Board of Directors, at its first official meeting, shall elect a President, Vice-President, Secretary and a Treasurer from one of the elected Members. The officers of the Board of Directors so elected are as follows:

- a. President: The President shall advise the Board of Directors and endeavor to keep its membership fully informed concerning the business and activities of DIGESWARI PARIVAR and shall make available for inspection annual reports to the members. Notices of meetings of the Board of Directors and the membership shall be the responsibility of the President, who may delegate said responsibility to any other Board of Directors member.
- b. Vice President: The Vice-President shall perform the functions of the President in his or her absence.
- c. Treasurer: The Treasurer shall have the general supervision of the financial affairs of DIGESWARI PARIVAR, including accounting of all receipts and disbursements of

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DIGESWARI PARIVAR funds. The Treasurer shall be responsible for periodic reporting of the financial status of DIGESWARI PARIVAR to the Board of Directors. The Treasurer shall maintain up-to-date records and prepare an annual statement of accounts for presentation to the membership at General or Special Body Meetings. The Treasurer must upload all records and reports monthly to an online drive which shall be the property of DIGESWARI PARIVAR.

- d. Secretary: The Secretary shall be responsible for maintaining accurate minutes and records of all meetings, discussions, and presentations. The Secretary shall be responsible for archiving meeting minutes. The Secretary shall be responsible for coordinating all official correspondence and administrative work of DIGESWARI PARIVAR. The Secretary must upload minutes monthly to an online drive which shall be the property of DIGESWARI PARIVAR.

6.4 *Powers of the Board of Directors.* The Board of Directors shall, without prejudice to the generality of its powers of full engagement and control of all the affairs of DIGESWARI PARIVAR, be further entitled:

- a. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of DIGESWARI PARIVAR and for the operation and maintenance of the DIGESWARI PARIVAR. The business and affairs of the Association shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of DIGESWARI PARIVAR and do all such lawful acts and things as are not by statute, the Articles of Incorporation or these Bylaws, directed or required to be exercised or done by the Members. The Board of Directors may delegate specific DIGESWARI PARIVAR Management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board of Directors of any duty to oversee, manage or direct the business and affairs of DIGESWARI PARIVAR.
- b. One (1) Officer from the Board of Directors, as elected by the Board of Directors from time to time, shall attend duly-called meetings of the Board of Trustees and update the Board of Trustees as to the periodic business activities of the Board of Directors and present internal financial reports of DIGESWARI PARIVAR for review and address any pertinent matters relating to or arising out of the same. The members of the Board of Directors shall provide a summary of the meeting to the Board of Directors at subsequent meetings.

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- e. To make donations, with the approval and consent of the Board of Trustees, in accordance with DIGESWARI PARIVAR charter and the applicable laws and regulations.

- f. No advertising matter, pamphlet or circular of any description shall be placed or posted within any rented, leased, owned event space or property of DIGESWARI PARIVAR without the written consent of the Board of Directors.

- g. The Board of Directors shall have the authority, without obtaining Board of Trustees' approval, to incur expenditures towards a single social event or function not exceeding five thousand dollars (\$5,000.00). Any expenditure exceeding five thousand dollars (\$5,000.00) shall be submitted to the Board of Trustees for its consideration and consent no later than sixty (60) days prior to any commitment to the expenditure.

- h. The Board of Directors shall have the ability to place up to twenty-five (25%) percent of DIGESWARI PARIVAR's Net Operating Income (NOI) in a reserve account.

- i. The Board of Directors shall have the ability to honor any release of any Membership Lists of the DIGESWARI PARIVAR to a Member eligible to make such a request.

- j. The Board of Directors shall appoint one or more officer(s), as required, whom shall be responsible for transmitting any messages and/or posting notices electronically to the Members of DIGESWARI PARIVAR along with the responsibility of managing any social media accounts of DIGESWARI PARIVAR. The appointed officer(s) shall be appointed by the Board of Directors through a majority vote of the Board of Directors. However, the Board of Directors shall have the ability to remove the appointed officer(s) without cause.

6.5 *Appointment of Officers, Board of Trustees and Board of Advisors.* Within twenty-four (24) hours of each Board of Directors election, the duly elected Board of Directors shall appoint (i) the Officers as set forth in Section 6.3 of these Bylaws; (ii) the Board of Trustees whose term has expired; and (iii) Board of Advisors whose terms have expired. The appointment of the Board of Trustees and Board of Advisors shall be subject to the limitations in Section 5.0 and 7.0 of these Bylaws. Any appointment in accordance to this Section 6.5 shall be made by majority vote of the

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Board of Directors.

6.6 *Terms of Service.*

- a. *Officers and Members of the Board of Directors.* Each Member shall hold office for a term of four (4) years and shall be eligible for re-election at any time.
- b. *Obligation to Serve Term.* Each Officer or Member of the Board of Directors shall serve for the term for which he or she is elected or appointed, unless he or she (i) resigns, (ii) ceases to be a Member of the DIGESWARI PARIVAR, (iii) becomes unable to act through absence or mental or bodily infirmity, or (iv) be removed by a two-thirds (2/3) majority of the Board of Directors.

6.7 *Board of Director Meetings.*

- a. *Frequency of Meetings.* The Board of Directors shall meet within twenty-four (24) hours of each election and from time to time and may regulate its procedure, as it deems necessary. Notice of Board of Directors meetings shall be given to Board of Directors member no less than five (5) days before the scheduled meeting.
- b. *Quorum.* The presence of a majority of members, plus a minimum of two (2) officers, of the Board of Directors shall constitute a quorum for purposes of conducting meetings and transacting business.
- c. *Who May Preside at Meetings.* At all Board of Director's Meetings, the President of the DIGESWARI PARIVAR shall preside or, in his/her absence, the Vice President, or, in his/her absence, the Treasury, or, in the absence of all three, the Secretary.
- d. *Voting at Meetings.* Business at any meeting of the Board of Directors shall be decided by a majority of votes. In case of equality, the President may conduct revote by secret ballot. No Board of Director may vote in abstention. In case of equality after a revote by secret ballot, the President shall have the deciding vote.

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- e. Requirements to Convene Meetings.* The Secretary, on instructions from the President or on a written request from not less than three (3) members of the Board of Directors, shall convene a Board of Directors meeting.

- f. Recording of Minutes of Meetings.* The Secretary shall record the minutes of all the Board of Directors meetings and provide the information as may be required by the Board of Directors in conducting its business. If the Secretary is absent at any one of the business meetings, then the Treasurer shall assume the Secretary's role in recording the minutes of the meeting and providing all the required information.

- g. Disqualification for Failure to Attend Meetings.* Any Board of Directors' Member who fails to attend three (3) consecutive meetings of the Board of Directors and without leave of absence shall, ipso facto, cease to be a member of the Board of Directors.

- h. Vacancies.* In the event of a vacancy occurring, the Board of Directors shall have the power to fill such a vacancy or to nominate any alternate for a Member temporarily absent, and the eligible Member so elected or alternate so appointed shall hold office upon the same terms as the Member whose place he/she has taken or in whose absence he/she acts as alternate.

7.0 BOARD OF ADVISORS

- 7.1 Number and Qualifications.* The Board of Advisors shall consist of three (3) Advisors who have been properly appointed by the Board of Directors as set forth in Sections 6.4 these Bylaws. An Advisor cannot concurrently serve on the Board of Trustees and Board of Directors.

- 7.2 Term of Office.* Notwithstanding Section 7.3 of these Bylaws, each Advisor shall hold office for four (4) years unless he/she shall sooner (i) resign, (ii) cease to be a Member of the DIGESWARI PARIVAR, (iii) become unable to act through absence or mental or bodily infirmity, or (iv) be removed by a two-thirds (2/3) majority of members of the Board of Trustees and Board of Directors.

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- 7.3 *Initial Advisors.* At the initial selection and/or appointment of the Board of Advisors, there will be an election of three (3) Trustees. At the initial selection, and/or appointment, the individual receiving the appointment by the Board of Directors shall serve a term of four (4) years.
- 7.4 *Appointment of Advisors.* After the term of Initial Advisors has expired, the duly elected Board of Directors shall appoint three (3) Advisors to serve as a member of the Board of Advisors for the Term as set forth in Section 7.2 of these Bylaws. Each appointed Advisor shall be a dues paying and active member of DIGESWARI PARIVAR for the four (4) years immediately preceding its selection and/or appointment.
- 7.5 *Vacancy in Office of Advisors.* If a vacancy occurs, then the Board of Advisors shall appoint a replacement Advisor, who would qualify for an Advisor's position, as an Advisor to serve for the remainder of the departing Advisors term.
- 7.6 *Objectives and Role of the Advisors.* The objectives of the Board of Advisors shall include the providing of guidance in planning and evaluating the activities and programs of the Association. The primary role of the Board of Advisors is to provide guidance and support to the Board of Directors and Board of Trustees in the event any dispute or conflicts that may arise between any member of DIGESWARI PARIVAR provided that such dispute or conflict concerns DIGESWARI PARIVAR.

8.0 ORIGIN COMMITTEE

- 8.1 *Number and Qualifications.* The Origin Committee shall consist of the (i) Initial Trustees who have been properly appointed as set forth in Section 5.3 of these Bylaws; (ii) initial Directors elected at the first election of the Board Directors; and (iii) Initial Advisors who have been properly appointed as set forth in Section 7.3 of these Bylaws.
- 8.2 *Term of Office.* Each Origin Committee member shall hold office for life unless he/she shall sooner (i) resign, (ii) cease to be a Member of the DIGESWARI PARIVAR, (iii) become unable to act through absence or mental or bodily infirmity, or (iv) be removed by unanimous consent of the members of the Board of Trustees and Board of Directors.
- 8.3 *Objectives and Role of the Origin Committee.* The objectives of the Origin Committee shall

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include the providing of guidance in planning and evaluating the activities and programs of the Association. The primary role of the Board of Advisors is to provide guidance and support to the Board of Directors and Board of Trustees in the event any dispute or conflicts that may arise between any member of DIGESWARI PARIVAR provided that such dispute or conflict concerns DIGESWARI PARIVAR.

8.4 *Origin Committee is the Final Arbiter.* The Origin Committee shall be the final arbiter in the interpretation of any clause of these Bylaws. In so doing, the advice of outside legal representation may be obtained. In the event outside legal representation is obtained, the Origin Committee may instruct the Board of Directors to provide payment to outside legal representation from the general funds of DIGESWARI PARIVAR.

9.0 GENERAL BODY AND SPECIAL MEETINGS

9.1 *General Body Meetings.* The General Body Meeting must be held at least every (2) years at the DIGESWARI PARIVAR convention as determined by the Board of Directors.

9.2 *Purpose of General Body Meeting.* The purpose of the General Body Meeting shall be:

- 9.2.1 To approve the minutes of the previous General Body Meeting.
- 9.2.2 To receive and approve the President's report.
- 9.2.3 To receive and consider the report of the Board of Directors, report of the Auditors, and statement of accounts.
- 9.2.4 To present the list of elected members of the Board of Directors for the coming year.
- 9.2.5 To present the list of elected Trustees for the coming year.

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9.2.6 To address proposals and other new business.

9.3 *Notice of the General Body Meetings and of Resolutions to be Proposed.* A notice of the General Body Meeting, including agenda, shall be sent to each member no less than seven (7) days before the meeting, but accidental omission to send such notices to any member shall not invalidate the meeting. Notice of any motion or resolution to be proposed at a General Body Meeting must be duly signed by the proponent, signed by at least twenty-five (25) voting members, and filed with the Secretary at least seven (7) days before the date fixed for that General Body Meeting, and such motion or resolution shall be placed on the agenda for consideration at that General Body Meeting. The Board of Directors may revise such motion or resolution, with notice of such revision provided to the proponent, if it is essential to do so for the purpose of publishing the General Body Meeting notice, but, in so doing, it shall not alter the meaning and the intention of such motion or resolution.

9.4 *Notices and Resolutions Available at DIGESWARI PARIVAR's Website.* A further notice may be posted at the DIGESWARI PARIVAR's office notice board, DIGESWARI PARIVAR's website or any official social media account of DIGESWARI PARIVAR, five (5) calendar days prior to the Special or General Body Meeting. Copies of new resolutions may be reviewed at the DIGESWARI PARIVAR's office during office hours or DIGESWARI PARIVAR's website.

9.5 *Special Meeting.* The Board of Directors may, and shall on receipt of a demand signed by ten (10) percent or more of voting members in good standing, or by Board of Trustee request call a Special General Body Meeting of members stating the purpose thereof. No business other than that specified in the notice shall be conducted at such Special Meeting or General Body Meeting.

9.6 *Method of Giving Notice.* Notice to be given to any member for any purpose shall be a written notice sent to him/her at the last known address as recorded in the list of members or by electronic mail or by text message. It is the responsibility of each member to maintain and update his/her electronic mail address.

9.7 *Quorum at Special and General Body Meetings.*

9.7.1 *Quorum.* The quorum for Special or General Body Meetings shall be a ten (10%) percent of all voting members in good standing. For purposes of determining a

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quorum for Section 7.7, the Members of the Board of Trustees and the Board of Directors shall not be counted towards the calculation of ten (10%) percent.

9.7.2 *Modified and No Quorum.* If quorum is not established within fifteen (15) minutes of the advertised time of any General Body Meeting, then it shall be adjourned for fifteen (15) minutes the same day, and, at such adjourned meeting, the members present shall constitute a construed quorum, provided that seventy five (75) percent of the Board of Directors is present and such construed quorum shall be insufficient to amend these Bylaws. If quorum is not established within fifteen (15) minutes of the advertised time of the Special Meeting or General Body Meeting, which is called by the Board of Directors, then it shall be adjourned for fifteen (15) minutes the same day, and, at such adjourned meeting, the members present shall constitute a construed quorum for any stated purpose of the Special Meeting. If quorum is not established within fifteen (15) minutes of the advertised time of the Special Meeting, which is called pursuant to demand of the members, as opposed to the Board of Directors, then the Special Meeting is immediately canceled.

9.8 *Conduct at General Body Meetings.*

9.8.1 *Who May Preside at Meetings.* At all General Body Meetings, the President of the DIGESWARI PARIVAR shall preside or, in his/her absence, the Vice President, or, in his/her absence, the Secretary, or, in the absence of all three, such other Member of the Board of Directors as may be elected at the meeting.

9.8.2 *Voting.*

9.8.2.1 Votes shall be given by a show of hands or electronic of eligible voting members present in the meeting. In case of a tie, the Chairperson of the Meeting shall have the deciding vote.

9.8.2.2 Unless otherwise specified in these Bylaws, ordinary business at a General Body Meeting shall be decided by a simple majority vote of members present and eligible to vote.

9.8.2.3 A ballot vote may, immediately after a vote by show of hands, be demanded by no less than twenty (20) voting members present and entitled to vote, whereupon the voting procedure, at said meeting, would

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be switched to the ballot system.

9.8.2.4 For the purpose of establishing a simple or any other majority of votes, those votes cast as abstentions will not be counted.

9.8.2.5 Voting by proxy is expressly disallowed.

9.8.3 *Adjournment of Meetings.* The Chairperson of a General Body Meeting may, with the consent of a simple majority of members, adjourn it from place to place and from time to time; but no business shall, without due notice as required for a General Body Meeting, be conducted at any adjourned General Body Meeting other than unfinished business from the meeting so adjourned. Notice of each adjourned meeting shall be sent to all members.

9.8.4 *Robert's Rules of Order.* All meetings including General Body Meetings, Board of Directors Meetings and Board of Trustee Meetings will be conducted using Robert's Rules of Order for those issues which are not covered in this document.

8.0 ELECTIONS

8.1 *Election Committee.* At least one (1) month prior to the General Body Meeting of the Members to elect Directors, of DIGESWARI PARIVAR, the Board of Trustees shall appoint the Chief Election Officer who in turn will select two (2) assistant officers. The Chief Election Officer shall not appoint members of his immediate family as assistant officers. The Board of Trustees shall give election and campaign guidelines to the Chief Election Officer.

8.2 *Duties of Election Committee.* Election Committee is empowered and entrusted by the Board of Trustees for executing the following duties:

1. Setting deadline for acceptance and withdrawal of nominations;

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2. Inviting nominations and validating nominations;
 3. Preparing appropriate ballots;
 4. Appointing election staff;
 5. Preparing register of eligible voters;
 6. Establishing and enforcing proper election procedure;
 7. Counting ballots and declaring winners; and
 8. Submitting written official results to the Board of Trustees.
- 8.3 *Methods of Voting.* The election shall be by secret ballots submitted in person by eligible voters.
- 8.4 *Voting and Counting Votes.* The procedure for Voting and Counting Votes is as follows:
- A. Thirty (30) minutes prior to commencement of voting, Candidates or their assigned representatives shall be allowed to inspect the election room, booths, ballot boxes, etc. Candidates or their representatives must leave the election room ten (10) minutes before the commence of voting.
 - B. Immediately after balloting, the Chief Election Officer shall take custody of the ballot boxes. The Chief Election officer and the Election Committee members shall start counting the votes in the presence of the Board of Trustees. The candidates and their representatives may witness vote counting. Ballot boxes are to be sealed in the presence of Board of Trustees and the Candidates (if present), immediately after counting is completed.
 - C. Vote count by the Election Committee shall be final unless recounting is requested in

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writing by one (1) or more Candidates and only the event of a narrow margin or ten (10) votes or less. Such request shall be made in writing to Board of Trustees within twenty-four (24) hours.

D. In case of a tie vote count, the current Board of Trustees shall elect one (1) of the Candidates by a Majority Vote.

E. If number of nominations received are equal or less than the number of open positions, the Candidates are declared election without contest.

F. Immediately after completion of vote counting, the Chief Election Officer shall announce the official results to the Candidate and to the President of the DIGESWARI PARIVAR with appropriate details of voting.

G. In any matter of controversy pertaining to the election, decision by majority vote of the Election Committee shall be final and without further recourses, legal or otherwise.

9.0 AMENDMENT TO BYLAWS

9.1 Notwithstanding any provision to the contrary, any amendment to these Bylaws may be made by the unanimous consent of the Origin Committee or at a duly called meeting in which Fifty (50%) Percent of the members of DIGESWARI PARIVAR are present and the amendment is approved by Two-Thirds (2/3) of the members in attendance. For purposes of this section 9.1, if DIGESWARI PARIVAR is unable to achieve a quorum, then any amendment to these Bylaws may be made by a simple majority (51%) of the current Board of Trustees, current Board of Directors, and current Board of Advisors through in-person voting or through electronic voting (including but not limited to voting via electronic mail.) In the event any voter fails to vote electronically, he or she shall be deemed to vote affirmatively for the matter at hand.

9.2 *Savings Provisions.*

a. No provision herein shall be deemed to override any mandatory requirements of applicable laws for a Texas Non-Profit Corporation.

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- b. To the extent a conflict shall arise between any provision of these Bylaws and any mandatory requirement of applicable law, such conflicting provisions of these Bylaws shall be superseded and shall be severed, and the remaining provisions of these Bylaws shall continue to be valid and enforceable as if such severed provision were not a part hereof.

10.0 WINDING UP

Subject to the limitations imposed by the Texas Non-Profit Corporation Act and other applicable laws, the property of the DIGESWARI PARIVAR may be sold as a whole or in part and the DIGESWARI PARIVAR may be reconstituted by a resolution passed by not less than two-thirds (2/3) of the Origin Committee entitled to vote and who are present at a Special Meeting or General Body Meeting at which not less than seventy-five (75) percent of the voting members. In the event a voter fails to vote, he or she shall be deemed to vote affirmatively for the matter at hand.

11.0 ACTIONS AT LAW

All actions at law by and against the DIGESWARI PARIVAR shall be instituted and conducted by and in the name of the Trustees for and on behalf of the DIGESWARI PARIVAR, whose liability shall, however be limited to their representative capacity as such. The Board of Trustees shall give notice of any such action at law to the Board of Directors.

12.0 BOOKS OF ACCOUNT

12.1 *Treasurer to Keep Books.* It shall be the duty of the Treasurer to keep usual and proper books of account regarding all the affairs of the DIGESWARI PARIVAR, to keep these up-to-date, and to have them regularly checked and audited, and to keep an up-to-date list of the members of the DIGESWARI PARIVAR, showing those who are forty-five (45) days or more in arrears with the subscriptions. Such membership list shall be final and conclusive on all matters relating to the standing within the DIGESWARI PARIVAR of any Member of the DIGESWARI PARIVAR.

12.2 *Bank Account.* The banking account of the DIGESWARI PARIVAR shall be kept in such bank or banks as the Board of Directors shall from time to time determine. All checks drawn shall be signed by one (1) officer of the Board of Directors as follows: The Treasurer or President shall sign the checks and,

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in the absence of either, the Joint-Treasurer and/or Vice-President may sign.

12.3 *Other Accounts.* All accounts against the DIGESWARI PARIVAR shall be dealt with by the Board of Directors as it may determine.

12.4 *Subscriptions, Fees, etc.* All subscriptions, fees and other items of revenue shall be paid to the Treasurer and deposited to the credit of the DIGESWARI PARIVAR at such bank as the Board of Directors may from time to time determine.

12.5 *Expenditures.* No expenditure shall be incurred without the authority of the Board of Directors except that the Treasurer shall be allowed to keep a sum not exceeding One Thousand Dollars (\$1,000.00) at any one time for petty disbursements, and the President, Secretary and the Treasurer shall be at liberty to incur items of expenditure not exceeding One Thousand Dollars (\$1,000.00) at any one time, without referring to the Board of Directors. Vouchers of all expenses incurred under the provisions of this subsection shall be presented by the Treasurer and passed at the first meeting of the Board of Directors held after the incurring if such expenditure or, in the Treasurer's absence, by any person mentioned un Article 13.2.

12.6 *Negotiable Instruments and Collection of Debt.* The Treasurer shall endorse all checks, bills, promissory notes and drafts made payable to the DIGESWARI PARIVAR and he/she shall also, with the consent of the Board of Directors, give any necessary extension with respect to bills, promissory notes and post-dated checks made in favor of the DIGESWARI PARIVAR. In the event of the non-payment of any accounts, bills or checks, etc. due to the DIGESWARI PARIVAR, the Board of Directors shall hand over such accounts, bills, checks to the DIGESWARI PARIVAR's Attorneys for collection.

12.7 *Books and Records.* The Treasurer and Secretary shall keep separate and distinct accounts and record with respect to each banking or financial institution. Within Forty-Eight (48) hours, the Treasury and/or Secretary must upload any minutes, correspondence or records to a digital drive that the Board of Directors and Board of Trustees may have unrestricted access to.

12.8 *Accounting and Statements.* Notwithstanding anything to the contrary in the last preceding rule contained, the Board of Directors, through the Treasurer, shall cause proper accounts to be kept of the income and expenditure of the DIGESWARI PARIVAR and of the property, assets, and liabilities of the DIGESWARI PARIVAR. The accounts shall be closed annually on the thirty-first (31st) day of December in each year, and a statement and balance sheet shall be submitted to the General Body Meeting.

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12.9 Accounting Year for Operations. For all practical purposes, the operations of the DIGESWARI PARIVAR's year will be synonymous with the calendar year except for the books of accounts which shall be closed on December 31st.

12.10 Access to Books and Records. The Treasurer and Secretary shall provide access to the Books and Records as kept and set forth in Section 12.7 of these Bylaws, within forty-five (45) days, but not less than fifteen (15) days, of a prior written request by a dues paying member. Upon receipt of a written request, the Treasurer and Secretary shall promptly inform the Board of Directors, Board of Trustees, and Board of Advisors of the name of the member requesting access, the date of the request, and the information sought.

13.0 INDEMNIFICATION OF TRUSTEES, BOARD OF ADVISORS AND BOARD OF DIRECTORS MEMBERS AND OFFICERS

13.1 Indemnification.

- a. The DIGESWARI PARIVAR shall indemnify, to the extent provided in the following paragraphs, any person who is or was a Trustee, Advisor, Board of Directors member, officer, agent or employee of DIGESWARI PARIVAR. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Chapter 8 of the Texas Business Organizations Code, then such persons named above shall be indemnified to the full extent permitted by the Texas Business Organizations Code as it may exist from time to time.

- b. In case of a threatened or pending suit, action or proceeding (collectively, "*Suit*"), whether civil, criminal, administrative or investigative (other than an action by or in the fight of DIGESWARI PARIVAR), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), DIGESWARI PARIVAR shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

- c. A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

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1. Acted in good faith in the transaction which is the subject of the Suit; and

2. Reasonably believed:
 - (i) If acting in his or her official capacity as Trustee, Board of Directors member, officer, agent or employee of DIGESWARI PARIVAR, that his or her conduct was in the best interests of DIGESWARI PARIVAR; and

 - (ii) In all other cases, his or her conduct was not opposed to the best interests of DIGESWARI PARIVAR; and

 - (iii) In the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

- d. A determination that the standard in paragraph (c) above has been satisfied must be made:
 1. By the Board of Trustees by a majority vote of a quorum consisting of Trustees who, at the time of the vote, are not named defendants or respondents in the proceeding; or

 2. If such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all Trustees, consisting solely of two (2) or more Trustees who at the time of the vote are not named defendants or respondents in the proceeding; or

 3. By special legal counsel selected by the Board of Trustees or a committee of the Board of Trustees by vote as set forth in subparagraphs (i) or (ii) above, or, if such a quorum cannot be

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obtained and such a committee cannot be established, by a majority vote of all Trustees.

e. Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(3) above for the selection of special legal counsel.

f. DIGESWARI PARIVAR may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by DIGESWARI PARIVAR. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

g. The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of members or disinterested Trustees, or otherwise.

h. The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above.

i. DIGESWARI PARIVAR must purchase and maintain fidelity coverage, director's and officer's insurance, errors and omissions insurance and/or similar insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not DIGESWARI PARIVAR would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

j. Indemnification payments and advance payments made under paragraphs (a) through (i) above are

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to be reported in writing to the members of DIGESWARI PARIVAR in the next notice or waiver of notice of General Body Meeting, or within twelve (12) months after the payments are made, whichever is sooner.

13.2 Interested Trustees, Board of Directors members, and Officers.

- a. If paragraph (b) below is satisfied, no contract or transaction between DIGESWARI PARIVAR and any of its Trustees, Board of Directors members or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such Trustee, Board of Directors member or officer at the meeting of the Board of Directors or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.
- b. The contract or transaction referred to in paragraph (a) above will not be void or voidable if:
 - (i) the contract or transaction is fair to DIGESWARI PARIVAR as of the time it is authorized, approved or ratified by the Board of Trustees, Board of Directors or a committee of the Board of Directors; or
 - (ii) the material facts as to the relationship or interest of each such Trustee, Board of Directors member or officer as to the contract or transaction are known or disclosed to the Board of Trustees, Board of Directors, or a committee of the Board of Directors and the Board of Trustees, Board of Directors or committee of the Board of Directors nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Trustees, Board of Directors members or committee members of the Board of Directors.
- c. The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

13.3 Compensation. No member of the Board of Trustees, Board of Directors, Board of Advisors or Origin Committee shall receive any compensation for acting as such; provided, however, that (1)

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reasonable compensation may be paid to any Advisor, Trustee, Board of Directors member or officer while acting as an agent or employee of a third party for services rendered to DIGESWARI PARIVAR in effecting one or more of the purposes of DIGESWARI PARIVAR, and (2) any Advisor, Trustee, Board of Directors member or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of DIGESWARI PARIVAR.

14.0 WAIVER OF JURY TRIAL EACH MEMBER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO INITIATE A LEGAL PROCEEDING WHICH SHALL MEAN ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE, ARBITRATIVE OR INVESTIGATIVE AND TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THESE BYLAWS AND MEMBERSHIP IN DIGESWARI PARIVAR OR THE ACTS OR FAILURE TO ACT OF OR BY DIGESWARI PARIVAR IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THESE BYLAWS OR POLICIES AND PROCEDURES.

15.0 DISPUTE RESOLUTION. If a dispute arises from or relates to DIGESWARI PARIVAR or these Bylaws, any member, past or current, shall first submit its complaint in writing to the Board of Advisors and send a copy of its complaint to the current Board of Trustees and current Board of Directors. In its complaint, the grieving party shall detail the specific circumstance or circumstances which constitute the grievance or complaint, with dates, times, witnesses, etc. as applicable. The Board of Advisors shall convene and consider the grievance within sixty (60) days of receipt of the written grievance or complaint. Having considered the grievance or complaint, the Board of Advisors shall provide the grieving party, the current Board of Trustees and current Board of Directors of its findings and conclusions within sixty (60) days of convening and consideration of the grievance. If appropriate, the Board of Advisors may issue recommendations to the Board of Trustees to resolve the grievance or complaint. If still unresolved, the grieving party shall endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If a full resolution is not achieved at mediation, any resolved controversy or claim arising out of or relating to DIGESWARI PARIVAR or these Bylaws, shall be sent to final and binding arbitration before the American Arbitration Association, including its rules for emergency measures of protection except to the extent that any of the rules of arbitration may be interpreted to require the member or DIGESWARI PARIVAR to produce documents, witnesses, or information at a time other than at a hearing on the claim without mutual consent of DIGESWARI PARIVAR. The arbitrator shall apply the substantive laws of Texas. If any party, including the member fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party, notwithstanding its failure to appear. Judgment on the arbitration award may be entered in any court in Harris County, Texas or any other court having jurisdiction. Any mediation or arbitration will be conducted

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in Houston, Harris County, Texas.

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