



Welcome to the Chronic Boss Collective!

We're excited to welcome you to our community. The Chronic Boss Collective (CBC) is dedicated to helping ambitious career women dream big in their careers while maintaining their health. We hope that your Membership in CBC provides community, support, education, and networking opportunities and that you expand your circle of trusted advisors and friends, through our organization.

This Code of Conduct and Membership Agreement spells out our rules and the policies and expectations that you agree to when joining CBC. Please review this document in its entirety to ensure that you remain a member in good-standing and get the most out of what CBC has to offer.

If you have any questions, please reach out to hello@chronicbosscollective.com.

CBC has developed processes, policies and guidelines that help foster a safe and productive environment for our Members. By joining CBC, you are agreeing to read, acknowledge and abide by the policies and processes detailed in these pages, which we collectively refer to as our Membership Agreement and Code of Conduct. Within this document you will find CBC's Responsibilities of Membership, Code of Conduct, Intellectual Property/Non-Disclosure Agreement, Other CBC Policies as well as the Process for Addressing violations of these rules.

The primary intent of the directives and guidance in this document is to further our mission and to prevent or minimize any Member misconduct or misunderstandings. A current version of this document can always be found on the CBC website and you should periodically review the website for any changes.

If you have any questions, please reach out to hello@chronicbosscollective.com.

I. Code of Conduct

As a Member of CBC, you agree to abide by the following Code of Conduct:

- A. Integrity: I will behave in a legal and ethical manner based on honesty, truthfulness, and fairness.
- B. Accountability: I will both accept responsibility for my behavior and respond promptly to other Members and their referred clients.
- C. Confidentiality: I will respect the confidentiality of other Members.
- D. Respect: I will treat other CBC Members, Guests and Staff respectfully, avoiding any action that may discredit CBC, its Members, or their clients. I will also refrain from any act of harassment or bullying which creates an intimidating, hostile, or offensive environment for other Members, Guests or Staff. I agree to work with CBC and its Members to provide a Membership experience that is free from all forms of harassment, discrimination, retaliation, bullying, or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation, gender identity, or disability.
- E. CBC's Intellectual Property: To the extent that I gain access to information of a confidential, proprietary, or trade secret nature and agree to abide by the non-disclosure provisions contained in this document to protect confidential information relating to the business of CBC, as well as the contact information and business of CBC's Members.

II. Responsibilities of Membership

To optimize the value that Members both bring and derive from Membership, you acknowledge and agree to honor the following responsibilities:

- A. Ethics: I have read the above CBC Code of Conduct and agree to abide by it.
- B. Participation: I will make a concerted effort to know each Member of my Chapter. I will endeavor to attend my Chapter meetings. If offered, I will attend a New Member Orientation during my first year of Membership. I will RSVP online in advance of each meeting regarding my ability to attend.
- C. Information Sharing: I will be a resource and proactively share information with my fellow Members.
- D. Recruiting: I will foster the continued success of CBC by identifying qualified new Members. I will ask potential candidates for membership to contact CBC's CEO or the Chapter Leader to be vetted for suitability and availability.
- E. Engaging the Services of a Member: If I do business with or engage the services of another CBC Member or provide services to another Member, I will resolve any disputes arising from that business relationship (including fees) directly with that Member. I will not involve CBC, its Chapter Leaders or other CBC Members in any such disputes.
- F. Non-Solicitation: I will not directly solicit business from other Members or CBC Staff, solicit personal business, or ask for referrals from other Members.
- G. Membership Database Terms of Use: Access to CBC's online Membership database is an exclusive benefit of Membership in CBC. I will not sell, rent, or share CBC's Membership directory or information therefrom, or allow non-CBC Members to view CBC's Membership directory.
- H. Membership: I understand that my Membership is individual, non-transferable, and non-refundable. Membership renewal is subject to approval by CBC's CEO.

III. Intellectual Property/Non-Disclosure Agreement

Through your affiliation with CBC, you may gain access to information of a confidential, proprietary, or trade secret nature ("Confidential Information") relating to the business of CBC, its Members, and their clients. You agree to protect this Confidential Information as follows:

- A. CBC encourages you to introduce Members to non-Members for prospective business opportunities, and to identify potential new Members who may be interested in joining CBC ("Permitted Uses of Confidential Information"). In complying with the Permitted Uses of Confidential Information, you may provide to a non-Member the names of CBC Members, their contact information, and their occupations only on a need-to know basis for the purpose of developing a prospective business opportunity for such Member or for encouraging a non-Member to join CBC. You may not disclose any information concerning any other Member's health or medical condition.
- B. Subject to the limited Permitted Uses of Confidential Information described above, you agree that you will keep strictly confidential all CBC's Confidential Information and that you will not, directly or indirectly, either while you are a Member with CBC or at any time after it: (i) use, publish, or otherwise disclose to any third party any CBC Confidential Information in any format or medium, except with the express written consent of the CEO of CBC, or as otherwise required by law, or (ii) use, publish, or otherwise disclose CBC's Confidential Information in any format or medium for your benefit to compete with CBC or to use for spamming or other unauthorized contact with Members, or for the benefit of any other person or entity to compete with CBC or to use for spamming or other unauthorized contact with Members, or (iii) publish or allow to be published or disclosed, any CBC Confidential Information to any person who is not affiliated with CBC, except with the express written consent of the CEO of CBC. "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 CBC, including, but not limited to, CBC's Member lists, private health or medical information regarding any CBC Members, strategic partner lists, data about Members and their businesses, marketing information, CBC 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.
- C. Any contribution or suggestion made to CBC about CBC by a Member becomes the intellectual property of CBC.

IV. Other CBC Policies

A) Membership Policy

CBC is a private membership organization. It strives, through the mix of members qualifications, occupations, and employment positions, and the number of members, to support its goals and objectives and to provide an enriching and positive member experience. CBC reserves the right, at all times and in its sole discretion, and for any lawful reason, to reject, delay, or not act on any application for membership. CBC also reserves the right, at all times and in its sole discretion, and for any lawful reason, to elect not to renew any existing membership, at the expiration of a members term.

Memberships are individual, non- transferable, and non-refundable. CBC does not offer corporate rates or shared Memberships.

Only Memberships that are paid in full are considered active Memberships. The annual renewal date is based on the month in which the Member initially joined and full payment was received.

All new Members are on probation for the first year. Membership renewal is at the discretion of CBC and its CEO and is based upon demonstrating commitment to the Responsibilities of Membership, which includes active participation in meetings and events and information sharing with other CBC Members.

A Membership Sabbatical may be requested when a Member knows they are not able to participate for an extended period of time but wish to retain Membership with CBC. A sabbatical is intended for absences greater than 2 months – for reasons such as medical leave, maternity leave, extended travel/court needs, etc. and requires approval by the CEO. If a sabbatical is approved, the sabbatical begins on the first day of the next month following approval of the request. There are no partial month sabbaticals - they are all from the first of a month until the end of a month. Sabbaticals may be requested for a minimum of two (2) months and up to a maximum of six (6) months. Once a sabbatical is approved, the CBC office will place the Membership on hold. Upon return, the CBC office will “reset” the Membership termination date to accommodate the additional months of Membership. During the approved sabbatical, the Member is unable to attend any CBC events. Any previously scheduled meetings, events and any other reservations will be canceled. It is up to the Member to contact CBC when she is ready to become an active Member again, this process is not automated. Upon conclusion of the sabbatical, the Member may not be able to return to her original group as that group may have already recruited other professionals in specific industry segments. Returning Members are responsible for contacting their Regional Director to discuss if the opportunity to return to their original group is still available or if a recommendation to another group is necessary. If a sabbatical exceeds six (6) months, the additional months will be subtracted from the remaining term of their Membership. Each Member is

entitled to request a Membership Sabbatical one time only.

Membership subscriptions will auto renew. If a Member does not pay their Membership invoice on or before the Membership expiration date, access to CBC's membership benefits will be terminated. Once the Member submits their payment, all Membership benefits will be restored. When a Member has allowed their Membership to lapse, they have 30 days to renew online. It is the responsibility of the Member to renew in a timely manner.

B) Diversity, Equity & Inclusion Policy

Promotion of Diversity, Equity, and Inclusion is a key element of CBC's culture and strategy to ensure that all Members feel valued, supported, known, and trusted. Therefore, we are committed to achieving a Membership mix that reflects the diversity of trusted advisors in the regions we serve. Further, we commit to placing DEI practices and mindset at the center of our active recruitment, group meetings, relationship building and referrals.

Diversity: We value the variety of traits, characteristics, and practices (gender, ethnicity, race, point of view, age, sexual orientation, ability and religion) that comprise one's individual identity. CBC appreciates and welcomes diversity as essential to the development of its Members' relationships and professional opportunities.

Equity: We seek to adjust and align our practices, resources, and policies so that all Members have genuine and equal opportunities to thrive socially and professionally in CBC continually and mindfully.

Inclusion: We are committed to creating and maintaining an environment in which everyone feels respected, valued, and welcome.

C) Non-Solicitation Policy

CBC is committed to providing a comfortable environment for its Members and puts relationships first. It is hoped that when Members get to know each other, they will make referrals to one another and use each other's services if they wish. However, the progression should be natural, and Members should avoid solicitation.

Our definition of solicitation includes (but is not limited to) hard sells such as:

- Directly asking for business
- Any communication that is a direct solicitation to action
- Directly promoting a product or service from which a Member will receive remuneration from the sale or transaction.

Examples of what is unacceptable according to CBC's non-solicitation guidelines:

- It is not permissible to email other Members to provide company information, ask for referrals, or try to sell them something
- A Member automatically adding other CBC Members or staff to their group email or email newsletter list, without asking them FIRST if they would like to be added
- A Member using LinkedIn or other channels to solicit business from other Members

Approved exceptions to our non-solicitation policy include:

- If a Member asks another Member about her service or for individual help, there is an expectation that they can respond directly and provide services to that Member
- Emailing general information to other Members, as long as:
 - The Member has FIRST asked the other Member(s) and confirmed that they agree to receive newsletters or announcements sent to a bulk distribution mailing list;
 - The content of these emails (which, again, require prior explicit consent) are educational or personal invitations to Member-sponsored events and do NOT ask other Members for business; and
 - Communication includes an opportunity to opt-out for any reason at any time so Members can easily choose no longer to receive future emails.

Note: Any Member who is on the receiving end of an email from a CBC colleague should not hesitate to opt out if they do not find the communication useful. Likewise, when someone asks to opt-out of communication, CBC Members should not be offended, nor should they follow-up to ask why.

D) Anti-Harassment and Anti-Discrimination Policy

As stated in the Code of Conduct, CBC 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.

CBC Members must refrain from any act which creates an intimidating, hostile, or offensive environment for other Members. CBC Members agree to work together to provide a Membership experience that is free from all forms of harassment, discrimination, retaliation, bullying, or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation, gender identity, or disability.

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

Some examples of harassment include, but are not limited to:

- Verbal/Written: Unwelcome or unwanted sexual advances/invitations or requests for sexual favors; unwanted invitations or comments on appearance, physical conditions or other protected characteristics; racist or derogatory slurs, jokes or comments, intimidation, bullying;
- Visual: Sharing inappropriate content or objects, threatening gestures, or acts of aggression; and
- Physical: Inappropriate physical contact.

All Members are responsible for helping to assure that CBC meetings, events and interactions are free

of harassment, discrimination, retaliation, bullying, and intimidation. If a Member witnesses or experiences any such conduct, they are to report the situation to CBC's CEO as soon as possible in accordance with the Complaints Procedure set forth in Section V below.

CBC Members must refrain from making derogatory comments and/or engaging in acts detrimental to CBC.

CBC will investigate any and all complaints regarding harassment, discrimination, retaliation, bullying, or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation,

gender identity, or disability. Members violating this policy are subject to suspension or termination.

E) Recording Policy

In the spirit of fostering trust, note taking, recording and/or transcription by artificial intelligence assistants is not permitted in any CBC meetings. The only exception to this policy is if explicit permission has been granted by a representative of CBC and everyone in the meeting has been informed and consents to be recorded. Violation of this policy will result in termination of Membership.

F) CBC Events Policy (Assumption of Risk and Waiver)

By participating in a CBC Event, CBC Members assume any and all risks of loss, damage or injury that may occur to them by or as a result of such participation, without limitation or qualification, and they waive all claims against CBC and its Members arising from or related to such assumed risks.

G) Non-CBC Events Policy (Assumption of Risk and Waiver)

CBC Members have the opportunity to participate in events and activities that are organized by other CBC Members that are neither sponsored nor planned by CBC ("Non-CBC Events"). CBC does not take responsibility for such events, including the safety, equipment, supervision, or training of those involved.

By participating in a Non-CBC Event, CBC Members (as well as the hosts of the Non-CBC Events) assume any and all risks of loss, damage or injury that may occur to them by or as a result of such participation, without limitation or qualification, and they waive all claims against CBC and its Members arising from or related to such assumed risks.

CBC may list Non-CBC Events on CBC's calendar and send email announcements or reminders of scheduled Non-CBC Events, which does not modify or affect in any way the assumption of risk and waiver by CBC Members when attending Non-CBC Events.

H) Additional Miscellaneous Policies

CBC's Use of Information. CBC may share Member information, and any other information and material provided to CBC by a Member, with other CBC Members, chapters, affiliates, vendors, and third parties to further the interests of CBC and CBC Membership. Upon joining CBC, Members grant permission to CBC to use their name and likeness in photographs, videos, or other digital media created during any CBC event, in CBC's publications (digital, web-based or otherwise) and on its social media channels and accounts.

Disclaimer. The views presented by Members, Sponsors, and/or Third Parties do not necessarily reflect the views or opinions of CBC or its executive team or employees.

CBC does not provide medical advice. The information provided by CBC is for informational purposes only. No material provided by CBC in any matter, including but not limited through its website, is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition and never disregard professional medical advice or delay in seeking it because of something you have read on the CBC website or through your CBC Membership.

V. Process: Addressing Breaches of Agreement

This section outlines the process we follow when addressing breaches to the policies and agreements articulated elsewhere in this document.

Membership is contingent upon your acceptance of the policies and terms outlined in this document (CBC Code of Conduct, Responsibilities of Membership, Intellectual Property/Non-Disclosure Agreement, and Other CBC Policies). All Members must confirm acceptance online prior to joining or renewing their Membership. Additionally, Chapter Leaders need to attest that you are in good standing as a condition for your annual renewal.

Enforcement of these policies and agreements is the responsibility of CBC's CEO. Decisions resulting in the termination of Membership are made by CBC's CEO.

Please note: CBC only investigates claims of a breach of CBC's policies and agreements. For example, complaints about a Member's professional competence should be directed to the relevant professional body. CBC will not investigate disputes about services rendered by one member to another, including but not limited to, fee disputes. Should such disputes be recurring, however, CBC, at its sole discretion, may decide to terminate the Membership of the offending Member.

A) Code of Conduct Violations

One or more breaches of the CBC's Code of Conduct could result in termination of Membership without reimbursement of any dues or fees previously remitted to CBC. Members making misrepresentations or false statements in the applications for membership or renewal applications, are subject to suspension or immediate termination of membership at CBC's discretion without any

reimbursement.

B) Complaints Procedure

Any violation of the Code of Conduct or Responsibilities of Membership should be promptly reported to the CEO. The CEO shall conduct an inquiry or investigation and make a determination of whether or not the Member has violated the Code of Conduct or other policies or directives contained in this Agreement. Upon a finding of violation, the CEO will determine the appropriate penalty, including but not limited to, suspension of Membership privileges or termination of membership.

C) Arbitration and Dispute Resolution

Any dispute, controversy or claim arising out of or relating to a Member's conduct, Membership in CBC, this Agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in the Massachusetts Superior Court sitting in Suffolk County. The arbitration shall be held in Boston, Massachusetts and shall be conducted before a single arbitrator selected by mutual agreement or in accordance with AAA Rules. No party to this Agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from seeking and obtaining equitable or injunctive relief, provided however that any action seeking equitable or injunctive relief shall be brought only in the Superior Court of the Commonwealth of Massachusetts located in Suffolk County and not elsewhere. Members hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to their membership in CBC, this Agreement, performance or breach. All submissions to the arbitrator, the arbitration proceedings and the award shall be confidential. The Member further agrees that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. The Member agrees to arbitrate a dispute on an individual basis and waives the right to participate in a class action.

CBC reserves the right to make further revisions and changes to this Member Agreement and Code of Conduct from time to time and in its sole discretion. Member agrees to abide by all such changes and revisions.