

Bylaws and Constitution of The HoneyNet Project (An Illinois Not For Profit Corporation)

July 10, 2007

THE UNDERSIGNED, in compliance with the Illinois “General Not For Profit Corporation Act of 1986” (805 ILCS 105/101.01, *et seq.*), do hereby adopt the following as the Bylaws and Constitution of The HoneyNet Project, registration number 61729712, certified under the Great Seal of the State of Illinois on July 10, 2001.

ARTICLE 1 NAME AND LOCATION. *The name of the Corporation is THE HONEYNET PROJECT. The principal office of the Corporation, hereinafter “the Project” or “the Corporation” shall be located at 1163 E. Ogden Avenue, Suite 705-174, Naperville, IL 60563, USA. However, all discussions conducted by email and taken to agreed conclusion among correspondents serving the official business purposes of the Project, shall be considered equivalent to in-person meetings as if they were conducted at the Project’s principal office.*

ARTICLE 2 CORPORATE PURPOSE AND AUTHORITY. *The HoneyNet Project is a non-profit, open source security research organization that researches, discovers, analyzes, and publishes findings on information security threats.*

SECTION 2.1 Non-profit status. *The Corporation is organized and shall be operated as a not-for-profit membership corporation organized under Illinois law. Consistent with Internal Revenue Code (“I.R.C.”) Section 501(c)3, the Project’s purpose, expressed by its mission statement is, “to understand the tools, tactics and motives involved in computer and network attacks, and share the lessons learned.” This is accomplished via a research and educational service that manages knowledge as a global public good and in a manner that makes the educational tools and material freely available to the general public. Operating exclusively as a non-profit corporation, the primary objectives of the Project shall include, but not be limited to, providing an institutional framework to promote, sustain and support the system and service at <http://www.honeynet.org> that manages knowledge as a global public good.*

SECTION 2.2 Fundraising. *The Project shall have unlimited power to engage in, and do, any lawful act not inconsistent with the Project’s non-profit tax exempt status, including conducting fund-raising activities to promote programs, project and activities consistent with the Bylaws, the Project’s Articles of Incorporation and the over-arching commitment to manage and distribute knowledge as a free public good.*

SECTION 2.3 Fund Management. *The Project shall have the power to operate bank accounts and to seek funds to establish an endowment fund and to manage the investment and its returns consistent with the stipulations of the Bylaws of the Project and its tax exempt status.*

SECTION 2.4 Corporate Duration. *The term of existence of the Project is perpetual.*

SECTION 2.5 Incorporator. *The Incorporator, as recorded in the Project's Article of Incorporation, is Lance Spitzner.*

SECTION 2.6 Registered Agent. *The registered contact is Russel Winnick and Associates.*

SECTION 2.7 Distribution of Assets. *Notwithstanding SECTION 2.4, it may at some point in the future become necessary to dissolve the Project. In that unlikely event the Board of Directors will be responsible for resolving all outstanding debts and liabilities of this Corporation, and the distribution of remaining assets within the meaning of I.R.C. Section 501(c)3 for a public purpose.*

ARTICLE 3 PROTECTED CLAUSES *The following SECTIONS of this ARTICLE describe clauses that are by the /suri juris/ nature of the act of incorporation that created the Project, designated as "protected clauses" that cannot be modified unless by a 75% vote at an extraordinary general assembly convened for the specific purpose of discussing and voting on such amendments. Changes incompatible with the Laws and Regulations of Illinois, the United States and the relevant umbrella legal frameworks within the United States within which the Project is incorporated, shall not be open to amendment in this manner.*

SECTION 3.1 The Patronage Clause. *The Project's "spirit of intent" as originally set forward by the organization's founder, Lance Spitzner, has been to bring together a diverse group of professionals who pooled together their minds and talents to better understand how computer systems are compromised, and what is done with them afterward, to then help improve the general state of cyber defenses to counter these threats. The HoneyNet Project has strived to do new things – be that to put forth challenges that provide learning experiences, to publish white papers that shed light on emerging threats, to foster development of news tools and techniques, and to give talks that bring information to the public, just to name a few – while at the same time, to maintain integrity by avoiding bias or favoritism, acting in a reasonably transparent manner, providing equal access to our informational and software end-products, and striving whenever possible to do this at no cost to the general public. Project Members are part of the Project because they love the challenge and personal rewards that come from making the computer and network systems of the world a safer place, not to become rich. Specifically under no circumstances will the Project or any of its Directors, Officers, programs, projects or activities conducted under the umbrella:*

- * Undermine, or grant occasion or opportunity to anybody else to undermine, these inspiring values; nor,*
- * Seek in anyway to abuse the good will of our Members or donors for personal gratification, or private purposes or gain of any kind whatsoever;*
- * Violate any legal agreements with other organizations, including their employers.*

SECTION 3.2 Membership. *The Project will, in perpetuity, remain a membership based corporation and shall not revert or convert to a form of ownership wherein members do not have voting control over the election of the office bearers who are thereby authorized, enabled and empowered to manage the Project to nurture and sustain the cause of managing knowledge of information security threats as a global public good.*

SECTION 3.3 Open Source. *Aspects of the Project's work and achievements, its procedures for managing knowledge and the information and knowledge placed in its custody will, in perpetuity, be (i) managed as a global public good, and (ii) managed in the spirit of the open source movement (open source defined at <http://www.opensource.org>). Specifically, under no circumstance will any individual, institution, organization or any entity whatsoever, obtain, or be given an opportunity to gain, proprietary rights to any process (computer program, source code, etc) or substance (information contribute by Members and others and knowledge residing in Project maintained computer systems and databases), referred to here as "works" that are placed in the custodial care of the Project by its Members and other users of the Project's public services.*

SECTION 3.4 Discretion ("Avoidance of Harm") *In order to protect the privacy of innocent parties and victims, and to attempt to balance responsible disclosure of information in a manner that maximizes the benefit to defenders and minimizes the damage to victims, while at the same time minimizes the benefits to attackers, criminals, and other miscreants, the Project may not publish all information it posses, or may delay publication of sensitive information for a period of time, or to disseminate such sensitive information only to appropriate entities on a "need to know" basis. (This includes such information as evidence related to criminal acts, which the Corporation may be obligated to report to the appropriate authorities.) The intent of this SECTION is not to contradict SECTION 3.3, but to acknowledge that decisions must be made as to who (those with good intent or bad intent) will gain the most from disclosure of information, and what information should or should not be made openly public.*

SECTION 3.5 Status Report. *The Honeynet Project will at a minimum publish once a year a status report to the public on the organization, activities, and findings of the organization.*

ARTICLE 4 GOVERNANCE

SECTION 4.1 Directors.

SUBSECTION 4.1.1 Powers. *The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Incorporation or by these Bylaws specifically reserved to the Members. The Board of Directors shall also be responsible for developing policies and procedures*

concerning the operation of the Project including (but not limited to) policies for solicitation, acceptance and management of grants, contracts and donations.

SUBSECTION 4.1.2 Number. *The Corporation shall have seven (7) Directors. The number of Directors shall be fixed by the Members at each annual Membership meeting.*

SUBSECTION 4.1.3 Compensation. *The Board of Directors shall have the authority to fix the compensation of Officers, Members, or other entities contracted to provide services to the Corporation, unless otherwise provided in the Articles of Incorporation. However, the Board of Directors do not have the authority to determine their own compensation. Any compensation paid to a Director by the HoneyNet Project must first be approved by the Finance Committee.*

SUBSECTION 4.1.4 Election and Terms. *Directors are elected by Members of the Corporation. Each Director serves a three (3) year term. Director terms are staggered so that no more than three (3) new Directors are elected in any given year. The terms and schedules will be set by the Membership Committee and approved each year by the Members, but such changes will not shorten any active terms of elected Directors.*

SUBSECTION 4.1.5 Resignation and Removal of Directors. *A Director may resign at any time upon written request to the Corporation. Furthermore, any Director or the entire Board of Directors may be removed, with or without cause, by a two-thirds vote of the Membership entitled to vote for the election of Directors or as otherwise provided in the General Not For Profit Corporation Law of the State of Illinois.*

SUBSECTION 4.1.6 Vacancies. *Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the authorized number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors or by a sole remaining Director. A Director elected to fill a vacancy shall hold office only until the next election period of Directors by the Members, at which point the original election schedule for that office shall apply so as to not exceed the size of the Director election slate as per SECTION*

SUBSECTION 4.1.7 Quorum and Voting. *Two-thirds (66.66%) of the Directors fixed in accordance with these Bylaws, in office at the time, shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.*

SECTION 4.2 Officers. *The Board of Directors may appoint Officers to run the day-to-day affairs of the organization. Authority and responsibilities are assigned by the Directors. A Director may also fill the role of an Officer. The respective responsibilities of these Officers include, but are not limited to, those listed in the following SUBSECTIONS:*

SUBSECTION 4.2.1 Chief Executive Officer (CEO) *The CEO is responsible for the overall organization and its day-to-day activities.*

SUBSECTION 4.2.2 Chief Financial Officer (CFO) *The CFO is responsible for finances, including revenue, payments, taxes, budget, and maintaining 501(c)3 status. In addition, due to the CFO's unique requirements in working with accounting and the US IRS, this position requires the individual be a resident currently living in the United States during their office.*

SUBSECTION 4.2.3 Chief Technology Officer (CTO) *The CTO is responsible for all software development efforts and resources.*

SUBSECTION 4.2.4 Chief Research Officer (CRO) *The CRO is responsible for staying current with technologies, organizing topics, setting a long-term direction that is technology neutral.*

SUBSECTION 4.2.5 Chief Membership Officer (CMO) *The CMO is responsible for all Chapter and individual membership issues.*

SUBSECTION 4.2.6 Chief Public Relations Officer (CPRO) *The CPRO is responsible for anything going to the public, including announcements, publications, workshops, etc.*

SUBSECTION 4.2.7 Chief Legal Officer (CLO) *The CLO is responsible for all legal, secretarial and ethical issues.*

SECTION 4.3 Executive and Other Committees. *The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate an Executive Committee from among its members and such other committees consisting of at least one Director as determined by the Board of Directors from time to time. The purpose of each committee is to advise the Officers and Directors. Unless otherwise noted, Directors and their appointed Officers have ultimate authority. The Board of Directors, by resolution adopted in accordance with this SECTION, may designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent or disqualified member or members at any meeting of such committee. In the absence or disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another to act at the meeting in the place of any such absent or disqualified member. The Board of Directors will establish a set of standing committees to assist the Board of Directors with planning, oversight, and other functions. In addition to the standing committees, the Board may, from time to time, establish temporary committees for specific tasks. All of the standing committees will consist of at least one (1) or more Directors, have no more than seven (7) members total, and all committee members shall serve at the pleasure of the Board. Each committee will have a Chair, a Vice-Chair, and a recorder (who may be any member of the committee and may be chosen by the Chair if there are no volunteers.) Directors and Members may serve on more than one committee at any given time. The respective responsibilities of these committees include, but are not limited to, those listed in the following SUBSECTIONS:*

SUBSECTION 4.3.1 Technical Advisory Committee (TAC) *The Technical Advisory Committee will have responsibility for: assisting the CRO in maintaining an overall technology strategy plan that links all HoneyNet Project development efforts, coordinate research activities,*

SUBSECTION 4.3.2 Public Relations Committee (PRC) *The Public Relations Committee will have responsibility for: fielding queries from the media and directing them, as appropriate, to Members of the Corporation or Board of Directors, drafting and coordinating distribution of public announcements of Project related events, talks, software releases, etc.*

SUBSECTION 4.3.3 Legal and Ethics Committee (LEC). *The Legal and Ethics Committee will have responsibility for: establishing ethical guidelines for activities of Full Members; identifying and addressing any legal issues.*

SUBSECTION 4.3.4 Financial Committee (FC). *The Financial Committee will have responsibility for all financial related issues, including: seeking out new sources of funding, maintain a list of Full Members who are interested and available for grants, contracts or referrals, advise the Board on establishment of policies for solicitation, acceptance and management of funding, forming and publishing Calls for Proposals, performing work on internal contracts, performing after action reviews, establishing an annual budget, determine levels of compensation, tracking all financial related MOU's, and receive complaints and arbitrate disputes regarding funding activities. In addition, the Financial Committee is given the authority for final approval of any compensation paid to a Director by the HoneyNet Project.*

SUBSECTION 4.3.5 Know Your Enemy Committee (KYEC). *The Know Your Enemy Committee will have responsibility for all publications, including: setting draft and review processes, formats for the paper, review all draft proposals, setting paper requirements, and final approval of publications.*

SUBSECTION 4.3.6 Membership Committee (MC). *The Membership Committee will have responsibility for: receiving nominations for new Members from the existing Membership, arranging for and managing Membership related lists and votes, establishing criteria for the definition of 'active, tracking active status of both Full Members and Chapters, setting requirements for Chapters, setting requirements and managing annual Chapter status reports. In addition, the Membership Committee will be responsible for developing and maintaining the Membership MOU (Memorandum of Understanding) as defined in SUBSECTION 6.5.*

SUBSECTION 4.3.7 Bylaws Committee (BC). *The Bylaws Committee will have responsibility for: drafting and maintaining Conflict of Interest statements as called for in the By-laws, obtaining Conflict of Interest statements from Full Members as described in SUBSECTION 12.3.3 receiving suggestions or complaints from the Membership on matters pertaining to changes or additions to By-laws, arbitrating disputes about*

violations of the By-laws or other core documents of the Corporation, arranging for and managing Membership related votes as called for in ARTICLE 5.

SUBSECTION 4.3.8 Audit Committee (AC). *The Audit Committee will have responsibility for overseeing the spending, accounting, and other financial operations of the Corporation. Their primary purpose is to ensure the separation of duties as it pertains to financial operations of the Corporation, and to assure transparency in financial dealing of the Corporation. The AC will be required to report to the Members once a year on the status of the organization's financial operations. The AC is independent of and does not have any Directors.*

SECTION 4.4 Board of Advisors. *The Board of Directors may create and appoint persons to a commission, Advisory Board, or other such body which may or may not have Directors as members, which body may not act on behalf of the Corporation or bind it to any action but may make recommendations to the Board of Directors or to the Officers.*

SECTION 4.5 Place of Meetings. *Regular and special meetings of the Board of Directors may be held within or outside the State of Illinois and within or outside the United States.*

SECTION 4.6 Time, Notice and Call of Meetings. *Regular meetings of the Board of Directors shall be held immediately following the annual meeting of Members each year and at such times thereafter as the Board of Directors may fix. No notice of regular Directors' meetings shall be required.*

Special meetings of the Board of Directors shall be held at such times as called by the Chairman of the Board, the President of the Corporation, or any two (2) Directors. Written notice of the time and place of special meetings of the Board of Directors shall be given to each Director by either personal delivery, telegram, cablegram, or telefax at least twelve (12) business days before the meeting, or by notice mailed to each Director at least fifteen (15) business days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice, either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or conveyed, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Members of the Board of Directors may participate in a meeting of such Board or of any committee designated by such Board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other at the same time. Participating by such means shall constitute presence in person at a meeting.

SECTION 4.7 Action Without a Meeting. *Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all the members of the Board or committee, as the case may be, consent thereto in writing, and such writing is filed with the minutes of the proceedings of the Board or committee. Such consent shall have the same effect as a unanimous vote.*

ARTICLE 5 MEMBER MEETINGS

SECTION 5.1 Place of Meetings. *Meetings of the Members shall be held at any place within or outside the State of Illinois and within or outside the United States designated in the notice of the meeting.*

SECTION 5.2 Annual Meeting. *A meeting of the Members shall be held annually at such time as the Board of Directors may determine (which shall be not more than thirteen (13) months after the date of the last annual meeting), at which annual meeting the Members shall elect a Board of Directors and transact other proper business.*

SECTION 5.3 Special Meetings. *Special meetings of the Members shall be held when directed by the Chairperson, President or the Board of Directors, or when requested in writing by not less than one-third (33.33%) of all Members entitled to vote at the meeting. The call for the meeting shall be issued by the Secretary, unless the Chairman, President, Board of Directors or Members requesting the meeting shall designate another person to do so.*

SECTION 5.4 Notice. *Written notice stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the Chairman, President, the Secretary, or the Officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears in the Membership records of the Corporation, with postage thereon prepaid.*

Notwithstanding the above paragraph, the Corporation shall not be required to give notice of a Members' meeting to any Member to whom notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such Member during the period between such two consecutive annual meetings, have been mailed under the procedures outlined above and have been returned undeliverable. Any action or meeting which shall be taken or held without notice to such Member shall have the same force and effect as if such notice had been duly given. If any such Member delivers to the Corporation a written notice setting forth his or her then current address, the requirement that notice be given to such Member shall be reinstated.

SECTION 5.5 Notice of Adjourned Meetings. *When a meeting is adjourned to another time or place, the Corporation shall not be required to give any notice of the adjourned*

meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted at the original meeting. If, however, the adjournment is for more than thirty (30) days, or if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in SECTION 5.4 above, to each Member of record on the new record date entitled to vote at such meeting.

SECTION 5.5 Waiver of Notice. *Whenever notice is required to be given to any Member, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. Attendance by a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Members need be specified in the written waiver of notice.*

SECTION 5.6 Fixing Record Date. *(a) For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be less than fourteen (14) or more than sixty (60) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.*

(b) For purposes of determining the Members entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than fourteen (14) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining Members entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the General Not For Profit Corporation Law of the State of Illinois, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Illinois, its principal place of business or an Officer or agent of the Corporation having custody of the books in which proceedings of meetings of Members are recorded. Delivery made to a Corporation's registered office shall be by hand or by certified or registered mail, return

receipt requested. If no record date has been fixed by the Board of Directors, and prior action of the Board of Directors is required by the General Not For Profit Corporation Law of the State of Illinois, the record date for determining Members entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) For purposes of determining the Members entitled to exercise any rights, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining Members for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 5.7 Record of Members Having Voting Rights. *The Officer or agent having charge of the Membership records of the Corporation shall prepare and make, at least fourteen (14) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, arranged in alphabetical order, and showing the name and electronic mail address of each Member. For a period of fourteen (14) days prior to such meeting, the list shall be open to the examination of any Member, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where such meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where such meeting is to be held. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any Member at any time during the meeting. Upon the willful neglect or refusal of the Directors to produce such a list at any meeting for the election of Directors, such Directors shall be ineligible for election to any office at such meeting.*

SECTION 5.8 Member Quorum. *Except as otherwise required by law, by the Articles of Incorporation or by these Bylaws, one-third (33.33%) of the Members entitled to vote, represented in person or represented by proxy, shall constitute a quorum at a meeting of members. When a specified item of business is required to be voted on by a class of members (if the members are divided into classes), one-third (33.33%) of such class of members, represented in person or represented by proxy, shall constitute a quorum for the transaction of such item of business by that class of members. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number or voting by class is required by the General Not For Profit Corporation Law of the State of Illinois or by the Certificate of Incorporation or by these Bylaws. The Directors shall be elected by a plurality of the votes of the Members present in person or represented by proxy at the meeting and entitled to vote on the election of Directors.*

After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members in person or represented by proxy entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. After a

quorum has been established at a Members' meeting, the subsequent admission of new Members, so as to increase the number of Members required for a quorum above the number of Members present in person or represented by proxy entitled to vote at the meeting, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

SECTION 5.9 Voting. *Each Member eligible to vote shall be entitled to one vote on each matter submitted to a vote at a meeting of the Members, except as may otherwise be provided in the General Not For Profit Corporation Law of the State of Illinois. A Member may vote either in person or by proxy executed in writing by the Member or his or her duly authorized attorney-in-fact.*

SECTION 5.10 Proxies. *Every Member entitled to vote at a meeting of Members or to express consent or dissent to corporate action in writing without a meeting, or a Member's duly authorized attorney-in-fact, may authorize another person or persons to act for him/her by proxy. Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after one (1) year from its date, unless otherwise provided in the proxy. All proxies shall be revocable.*

SECTION 5.11 Action by Members Without a Meeting. *Any action required to be taken or which may be taken at any annual or special meeting of Members of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted; provided, however, that no written consent shall be effective unless such consent (i) bears the date of signature by each Member signing such consent and (ii) is delivered to the Corporation within sixty (60) days of the date on which the earliest consent was delivered to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.*

ARTICLE 6 MEMBERSHIP

As mentioned in SECTION 3.2, The HoneyNet Project is a member-based organization. Membership is divided into the following categories: "Full Members", "Alumni Members" and "Contributors". Where not otherwise specified, "Member" refers to "Full Member".

SECTION 6.1 Full Member *A Full Member is a trusted member of the organization who is actively contributing to the organization and/or its reputation. To become a Full Member an individual must go through a vetting process and be associated with a Chapter. Full Membership rights include but are not limited to the following.*

- *Can vote on all HP related issues.*
- *Can have @honey.net.org email address if they so chose.*
- *Can run for office*
- *Account on internal servers.*

- *Subscribe to any and all Full Membership maillists*
- *Access to internal only (non-public) HP research projects*
- *Can represent HP at functions, workshops, presentations, papers*
- *Eligible for resources, such as hardware or funding*
- *Can be a member on a committee*

SUBSECTION 6.1.1 Admission of Full Member. *For an individual to be and maintain Full Member status they must be both trusted by the current Membership and actively contributing to the organization and/or its reputation. For an individual to become a Full Member, a new candidate must be 'vouched' for by 2 Full Members. These 'vouching' Full Members must come from different Chapters. If both vouching Full Members come from the same Chapter, the Membership Committee must approve the exception. An application for the candidate is first sent to the membership committee for review. If the Membership Committee believes the candidate meets both the trust requirement and the ability to actively contribute, they application may then be forwarded to the Full Membership for review. All Full Members will have five (5) business days to send reservations about the potential candidate to membership committee. The candidate has three (3) business days to send rebuttal if needed. Final decisions are made by the Membership Committee. No more then two (2) candidates may be under review on any one time. If an individual has been selected for Full-Membership, that individual must first sign the Membership MOU before they are granted any rights as a Full Member.*

SUBSECTION 6.1.2 Voluntary Conversion to Alumni Status. *Members may convert their membership to Alumni status at any time upon ten (10) days' written, signed notice delivered to an Officer of the Corporation or the Membership Committee.*

SUBSECTION 6.1.3 Involuntary Conversion to Alumni Status. *Upon an affirmative vote of a two-thirds (66.67%) majority of the Membership Committee and majority approval of the Board of Directors, the membership status of a Member shall be converted from Full to Alumni.*

SUBSECTION 6.1.4 Reinstatement of Membership of Alumni Members. *Upon receipt of a written request and a new membership application from an Alumni Member, and upon an affirmative vote of a two-thirds (66.67%) majority of the Members of the Corporation approving such membership application, the Alumni Member's status shall be returned to Full Member and accompanied by all associated rights.*

SUBSECTION 6.1.5 Voluntary Withdrawal from Membership. *Members may withdraw from membership in the Corporation at any time upon fourteen (14) days written, signed notice delivered to an Officer of the Corporation.*

SUBSECTION 6.1.6 Termination from Membership. *Upon an affirmative vote of a two-thirds (66.67%) majority of the Membership Committee and simple majority (50%) approval of the Board of Directors, the membership of a Member shall be terminated. Appeals may be made to the Audit Committee.*

SUBSECTION 6.1.7 Voting. *Members shall have the right to vote in all elections of Directors and Office bearers as these are defined in these Bylaws, its future derivatives and the Constitution of the Project as this constitution will evolve during the life of the Project. In all voting situations one-third (33%) will constitute a quorum.*

SUBSECTION 6.1.8 Rules. *Members shall comply with all rules and procedures of the Project at <http://www.honeynet.org> and will comply with the stipulations of the Project's Constitution and policies as they will evolve in pursuance of the implementation of the Bylaws recorded and adopted herein.*

SECTION 6.2 Alumni Members. *An Alumni Member is a former Member in good standing whose membership has been suspended and converted to Alumni status, either voluntarily or by action of the Members, such that all membership rights of the Alumni Member, including the right to vote, access to internal maillists or internal websites, and be counted for purposes of quorum, are suspended and terminated until the Alumni Member's Membership is reinstated by subsequent action of the Members. Upon the effective date of conversion of the membership of any Member to Alumni status, the membership, including all related voting rights, of such Member shall be suspended, except that such Alumni Member shall be entitled to attend (but not vote) at meetings of the Members, and the Officers of the Corporation shall attempt, in good faith, to continue to deliver notices of meetings of the Members of the Corporation to such Alumni Member. References in these Bylaws to a "Member" or to the "Members" of the Corporation shall not include any Alumni Member unless explicitly provided otherwise. Alumni may maintain their @honeynet.org email address if they so choose.*

SECTION 6.3 Contributor. *Contributors are individuals with limited rights that can join and participate with Chapters. These rights are determined by the Membership Committee and Directors. By definition, a Contributor has neither the right to vote nor can they run for Board of Directors.*

SECTION 6.4 Transparency. *The books, records, and papers of the Project shall at all times, during reasonable office hours, be subject to inspection by all corporate Members of the Project or entitled administrators at the office of the Agent or in a convenient manner negotiated with the Project's Agent. The minutes of Board of Director meetings at which votes are taken shall record each Director's vote or abstention, and be made available to all corporate Members. The minutes of Member meetings at which votes are taken shall record the number of Members eligible to vote and the vote totals. As far as possible, all correspondence and documents will be stored in digital form, and where this is the case, access will be electronic and through the Project website when it is set up and opened for public access.*

SECTION 6.5 Membership Agreement. *All Full Members are required to sign a Membership Memorandum of Understanding (MOU.) This MOU is defined by the Membership Committee as described in SUBSECTION 4.3.6. At a minimum, this MOU will contain the following four points:*

1. *An explanation of the purpose of the MOU and why all Full-Members are required to sign it.*
2. *How the privacy of collected data will be protected. (This is the primary purpose of the MOU.)*
3. *Critical issues protecting Full-Members.*
4. *Critical issues protecting the organization.*

ARTICLE 7 CHAPTERS

The Honeynet Project will be organized based on an international, chapter-oriented model. Chapters allow regional members the opportunity to form more formal relationships. Chapters will be independent organizations that will govern themselves. Chapters have no legal or voting rights, those are exclusive to the individual Members. Each Chapter will have a Chapter lead who will be responsible for the organization of his Chapter. Chapters do not have to be based on geographic location, but can be based on topics, such as "Financial Honeynet Project" or "Women's Honeynet Project".

SECTION 7.1 Active. *Chapters must remain active to be part of the Honeynet Project organization. Active is defined as contributing to the functionality or reputation of the organization. The Membership Committee will be responsible for more clearly defining and publishing these requirements. Any Chapter that fails to remain active may be put on probation or terminated by the Membership Committee .*

SUBSECTION 7.1.1 Status Reports. *Chapters are required to publicly submit a status report once a year that will be reviewed by the Membership Committee. The Membership Committee will provide a specific template for Chapters to use.*

SUBSECTION 7.1.2 Website. *Each Active Chapter must actively maintain a website that includes information on their organization, research, membership, and an archive of their status reports.*

SUBSECTION 7.1.3 Branding. *Each Chapter must have "Honeynet Project" as the last two words in their name.*

SECTION 7.2 Probation: *Any Chapter may be put on probation by the Membership Committee. Probation means that a Chapter has been identified as being inactive and failing to contribute or operating inconsistent with the intent of the Honeynet Project. Chapters to be put on probation are identified by the Membership Committee and given a three (3) month probationary period during which they need to demonstrate they have addressed or are addressing the issues identified by the Membership Committee. Failure to address the identified issues results in revocation of the Chapter's status.*

SECTION 7.3 Revocation: *Upon an affirmative vote of a two-thirds (66.67%) majority of the Membership Committee and majority approval of the Board of Directors, a Chapter's status may be revoked. Appeals will be adjudicated by the Audit Committee.*

ARTICLE 8 INTELLECTUAL PROPERTY

The intent of our Intellectual Property policy is to ensure both the author of the original work and the community at large can benefit from the work. The following Intellectual Property rules apply when any of the following happen.

- (a). The work is funded by the Honeynet Project.*
- (b). The work resides in the Honeynet Project code repository.*
- (c). The work has its own @honeynet.org maillist.*

SECTION 8.1 Copyright. *Copyright determines who owns the 'work'. The copyright holder is the one who determines what license the 'work' is distributed as.*

SUBSECTION 8.1.1 Software. *Copyrights are held by the author of software source code. The author can, if they so choose, assign any/all of those rights to the Honeynet Project but are in no way required to do so.*

SUBSECTION 8.1.2 Know Your Enemy Papers. *Copyrights in papers published through the Honeynet Project are to be assigned to the Honeynet Project. Authors are given full recognition for their authorship in the paper, if they so desire.*

SECTION 8.2 License. *License determines who and how people can use, modify, and distribute a work.*

SUBSECTION 8.2.1 Software. *Any software developed within or distributed through the Honeynet Project must be open source, as defined by <http://www.opensource.org>. We recommend the use of the GPLv2 license but any open source license is acceptable.*

SUBSECTION 8.2.2 Know Your Enemy (KYE) Papers. *All KYE papers will be free and publicly available under the creative commons license, specifically Creative Commons Attribution-Noncommercial-No Derivative Works 3.0. Translations are allowed and encouraged.*

ARTICLE 9 FINANCES

SECTION 9.1 Finances. *The Honeynet Project and its Board of Directors have the right to pursue funding and use those funds as they see fit, within the limitations of 501(c)3 requirements. The CFO and the Financial Committee will be responsible for establishing and following controls for proper governance of all finances. Finances will be maintained in an open and transparent manner to its Members. At a minimum, the following controls will be followed.*

SUBSECTION 9.1.1 Budget. *The CFO and BOD will maintain and publish a budget for each fiscal year. In addition, they will identify and publish long-term metrics to help standardize finances (such as admin costs, percentage to savings, etc). These metrics will help define the budget.*

SUBSECTION 9.1.2 Reports. *The CFO will publish bi-annual financial summary reports at a minimum to the Members.*

SUBSECTION 9.1.3 Approvals. *The CFO can sign off on any amount up to a predetermined amount set and published by the Board of Directors. Anything over that amount requires BOD approval.*

SUBSECTION 9.1.4 Status Reports. *The BOD will submit a status report monthly to the Members.*

SUBSECTION 9.1.5 Checks. *All checks, electronic transfers or demands for money and notes of the Corporation shall be signed by such Officer or Officers or such other person or persons as the Board of Directors may from time to time designate.*

SUBSECTION 9.1.6 Loans. *No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.*

SECTION 9.2 Contracts. *The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.*

SUBSECTION 9.2.1 Requirements for Internal Contracts. *Contracts that are to be used for development of software, documentation, or any other deliverable-based purpose, shall conform with the following requirements: 1. Milestones and deliverables are to be specified in a defined Statement of Work; 2. A budget must be established in advance of signing the contract that accounts for all costs associated with the contract; 3. Payment must be tied to milestones that are related to deliverables, and payments are to be made upon completion of these deliverables and milestones; 4. After-action review of contracts will be done by the Finance Committee so as to ensure contracts are effective instruments and that contracted projects deliver adequate value to the Corporation.*

SUBSECTION 9.2.2 Requirements for External Contracts. *Contracts that are entered into with outside entities where the Corporation is the performing party shall conform with the following requirements: 1. Disclosure of negotiations shall be provided to all Members in advance of executing the contract, with sufficient lead time for adequate review and comment from the Membership; 2. No technical contract shall be entered into without a project plan, statement of work, and budget; 3. All resources (manpower, equipment, etc.) necessary to meet all deliverables in the contract must be identified, and developer agreements (internal contracts, as defined in SUBSECTION 9.2.1) must be signed and in place prior to executing the outside contract;*

SUBSECTION 9.2.3 Availability of Contracts. *Work requiring either internal or external contracts will be made available on an equal basis to all Members via an internal announcement and bidding process.*

ARTICLE 10 BRANDING

SECTION 10.1 Branding and Reputation. *The HoneyNet Project's greatest asset is its brand recognition. This allows the organization to obtain funding, establish relationships with other organizations, and in the end creates opportunities for all its Members. By promoting and improving the organization brand name, both the organization and its Members benefit. All Chapters and their members become part of the global brand, "The HoneyNet Project". The Board of Directors is responsible for policies that help promote and protect the organizations brand recognition.*

ARTICLE 11 LIABILITY AND INDEMNIFICATION

SECTION 11.1 Definitions. *For purposes of this ARTICLE, references to "the Corporation" shall include, in addition to the resulting Corporation, any constituent Corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors, Officers, and employees or agents, so that any person who is or was a Director, Officer, employee or agent of such constituent Corporation, or is or was serving at the request of such constituent Corporation as a Director, Officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this ARTICLE with respect to the resulting or surviving Corporation as he or she would have with respect to such constituent Corporation if its separate existence had continued, and references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a Director, Officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, Officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this ARTICLE.*

SECTION 11.2 Liability. *No Member shall be personally liable for the debts, liabilities, or other obligations (absent of fraud) of the Project. The Project shall not be liable for any damage arising out of the activities of the Project which are initiated and conducted in good faith and within a framework of volunteerism intended to manage and provide knowledge on information security threats as a global public good.*

SECTION 11.3 Right to Indemnification. *Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a Director, Officer or Member of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be entitled to indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent now or hereafter permitted by applicable law as long as such person acted in good faith and in a manner that such person reasonably believed to be in or not be opposed to the best interests of the Corporation; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit or proceeding (or part thereof) was authorized by the Board of Directors.*

SECTION 11.4 Advance Payment of Expenses. *Expenses (including reasonable attorneys' fees) incurred by any person who is or was an Officer, Director or Member of the Corporation, or who is or was serving at the request of the Corporation as an officer or director of another corporation, partnership, joint venture, trust or other enterprise, in defending any civil, criminal, administrative or investigative action, suit or proceeding, shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled under applicable law to be indemnified by the Corporation.*

SECTION 11.5 Right of Claimant to Bring Suit. *If a claim under this ARTICLE is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any action or proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation unless such action is based on the claimant having committed an act involving moral turpitude) that the claimant has not met the standards of conduct which make indemnification permissible under the General Not For Profit Corporation Law of the State of Illinois, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Not For Profit Corporation Law of the State of Illinois, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its Members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.*

SECTION 11.6 Contract Rights. *The provisions of this ARTICLE shall be a contract between the Corporation and each Director, Officer or Member to which this ARTICLE applies. No repeal or modification of these Bylaws shall invalidate or detract from any right or obligation with respect to any state of facts existing prior to the time of such repeal or modification.*

SECTION 11.7 Rights Non-exclusive. *The indemnification and advancement of expenses provided by or granted pursuant to this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.*

SECTION 11.8 Insurance. *The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Member, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this ARTICLE or of applicable law.*

SECTION 11.9 Continued Coverage. *The indemnification and advancement of expenses provided by, or granted pursuant to this ARTICLE shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer or Member and shall inure to the benefit of the heirs, executors and administrators of such person.*

ARTICLE 12 CONFLICTS OF INTEREST

SECTION 12.1 Definition of terms. *For purposes of these Bylaws, the following definitions shall apply:*

SUBSECTION 12.1.1 Interest. *The term “interest” shall include personal or financial interest, interest as Director, Officer, Member, stockholder, shareholder, partner, manager, advisor, employee/employer, principle or co-principle investigator, trustee or beneficiary of any concern. This can also include having any of the relationships listed above and having an employee/employer or immediate family member who holds such an interest in any concern.*

SUBSECTION 12.1.2 Concern. *The term “concern” shall mean any corporation, association, trust, partnership, limited liability entity, firm, person or other entity other than the Corporation. This includes research grant relationships (principle or co-principle investigator, primary contractor, or subcontractor), or any other contractual relationship entered into in the name of the Corporation.*

SUBSECTION 12.1.3 Interest Person. *The term “interested person” shall include: any Director, Officer, Member of the Corporation, trustee, stockholder, shareholder, partner, manager, advisor, employee/employer, principle or co-principle investigator, or any other party under contract with the Corporation.*

SECTION 12.2 Conflicts of Interest. *Conflicts of interest may exist in several contexts. They may pre-exist, or emerge, during the term of someone’s leadership role. They may exist within the confines of decisions made about financial transactions, affiliations, collaborations, etc. They may exist or emerge in relation to a Member’s outside activities, relationships, employment, etc. Each of these situations is addressed here in turn.*

SUBSECTION 12.2.1 Leadership Conflicts of Interest. *No Officer or Director of the Corporation, or Chair of an Executive Committee, shall be disqualified from holding any office in the Corporation by reason of any interest in any concern, nor shall such interested person be disqualified from dealing, either as vendor, purchaser or otherwise, or contracting or entering into any other transaction with the Corporation or with any entity of which the Corporation is an affiliate, nor shall any transaction of the Corporation be voidable by reason of the fact that such interested person has an interest in the concern with which such transaction is entered into, provided: 1. The interest of such interested person is fully disclosed to the Board of Directors; 2. Such transaction is duly approved by the Board of Directors not so interested or connected as being in the best interests of the Corporation; 3. Payments to the interested person are reasonable and do not exceed fair market value; 4. No such interested person may vote or lobby on the matter at the meeting at which such transaction may be authorized. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval, and made available to all corporate Members.*

SUBSECTION 12.2.2 Executive Conflicts of Interest. *No contract or other transaction between the Corporation and one or more of its Directors or between the Corporation and any other corporation, partnership, association or other entity in which one or more of the Directors of the Corporation are Directors or Officers or are financially interested, shall be void or voidable solely because of such relationship or interest or solely because such Director or Directors are present at or participate in the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or solely because his or her or their votes are counted for such purpose, if: 1. The material facts as to the Director’s relationship or interest and as to the contract or trans-action are disclosed or are known to the Board of Directors or committee, and the Board of Directors or committee in good faith authorizes, approves or ratifies the contract or trans-action by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; 2. The material facts as to their relationship or interest and as to the contract or transaction are disclosed or known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of such Members; or 3. The contract or transaction is fair as to the Corporation at the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors or the*

Members. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, however no Director or Officer shall vote on any matter in which he or she has a material and direct interest that will be affected by the outcome of the vote.

SUBSECTION 12.3.3 Member Conflicts of Interest. *No contract or other transaction between a Member and any other corporation, partnership, association or other entity in which the Member is financially interested, would result in disciplinary action if: 1. The material facts as to the Member's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or appropriate Executive Committee, and the Board of Directors in good faith authorizes, approves or ratifies the contractor transaction by the affirmative votes of a majority of the Directors; 2. The material facts as to their relationship or interest and as to the contract or transaction are disclosed or known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of such Members; or 3. The contract or transaction is fair as to the Corporation at the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors or the Members.*

ARTICLE 13 GENERAL PROVISIONS

SECTION 13.1 Counterpart Execution: Facsimile Execution. *Any document requiring the signature of the Directors and/or Members may be executed in any number of counterparts with the same effect as if all of the required signatories had signed the same document. Such executions may be transmitted to the Corporation and/or the other Directors and/or Members by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination, shall be construed together and shall constitute one and the same agreement.*

SECTION 13.2 Online voting. *When Members are not physically together at a meeting, voting may take place via electronic means. This can be via email, or some other trusted method such as online polling. The method used must ensure that only Members can vote in a secure and trusted, and each Member can only vote once.*

ARTICLE 14 AMENDMENTS *Except as defined in ARTICLE 3, these Bylaws may be altered, amended, repealed or added to by an affirmative vote of not less than (50%) percent of the Members.*

ARTICLE 15 EFFECTIVE DATE *These Bylaws shall become effective immediately upon adoption and signature by a minimum of the first three Members and, by voting in the matter of the adoption of these Bylaws, also Members of the Project. These Bylaws shall be posted on the Project's website. IN WITNESS WHEREOF, we, the undersigned for The HoneyNet Project non-profit Corporation, have executed these Bylaws in triplicate the dates of our signatures below, and say: That we are all herein the founding Members of The HoneyNet Project as well as registered Members of The HoneyNet Project at <http://www.honeynet.org>; that we have read the above and foregoing Bylaws; know the contents thereof and that the same is true to the best of our knowledge and belief, and we therefore adopt the foregoing Bylaws as the Bylaws of this Corporation. Signatures: Parties and Witnesses (Signatures on original not displayed here)*