

SWEDISH WOMEN'S EDUCATIONAL ASSOCIATION INTERNATIONAL

CHAPTER AGREEMENT

This Chapter Agreement (the "Agreement") is made and entered into this _____ day of _____, 20_____, by and between the Swedish Women's Educational Association International, Inc., a California non-profit public benefit corporation ("SWEA International") and _____, a non-profit corporation/association organized under the laws of the Country/State/Province of _____ (the "Chapter") with reference to the following facts:

- A. SWEA International is a charitable organization, the purposes of which are specified in the Restated Articles of Incorporation (the "Articles") and Bylaws of SWEA International (the "SWEA Bylaws") attached hereto as Exhibits A and B, respectively, for the support and promotion of Swedish history, culture and tradition in the world, the furtherance of worldwide friendship and personal growth among Swedish and Swedish speaking women, the support of education through the awards of scholarships, assisting members of SWEA to adjust and integrate into a new country and when moving back to Sweden and the support of projects determined by the Board of Directors of SWEA International (the "SWEA Board") to be of Swedish interest and of particular concern to Swedish women.
- B. SWEA International wishes to extend the availability of its charitable purposes by granting certain rights related to the implementation thereof to the Chapter and the Chapter wishes to acquire such rights and use them to perform such charitable purposes.

Now, therefore, in consideration of the mutual covenants and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. SWEA International's Grant of Rights

SWEA International, in reliance on the covenants, representations and warranties of the Chapter contained herein, hereby grants to the Chapter the sole and exclusive authority to use, in the Territory (as defined in Section 3 hereof), the following proprietary rights of SWEA International ("SWEA International's Rights") strictly in furtherance of the charitable purposes of SWEA International as set forth in its Articles:

- a) The name "Swedish Women's Educational Association International _____" (name of place) and the acronym "SWEA _____" (name of place)
- b) The symbols and logos of SWEA International (collectively the "Logos"), as described on Exhibit C hereto as they may be hereafter changed, altered, amended or modified in the sole discretion of SWEA International, and
- c) The forms of letterhead, envelope, business cards, note cards and fax message form, attached hereto as Exhibit D (as they may be hereafter changed, altered, amended or modified in the sole discretion of SWEA International) with the appropriate name of the Chapter.

2. Consideration for Grant of Rights

Subject to the terms and conditions of this Agreement, in consideration for the grant by SWEA International of SWEA International's Rights as contemplated hereby, the Chapter hereby promises to pay to SWEA International the following amounts in the manner indicated:

- a) Simultaneously with its execution of this Agreement, the Chapter shall pay to SWEA a fee of USD _____ (presently to be completed by a 0, and in the future by any other figure that may from time to time be agreed upon

- b) The Chapter will deliver to the principal administrative office of SWEA International membership reports in a form from time to time prescribed by the SWEA Board and as instructed by the principal administrative office of SWEA International. Such membership reports shall be continuously delivered throughout each calendar year at such times and with such intervals as may be instructed from time to time by the principal administrative office of SWEA International, and shall include all on each occasion requested information with respect to the membership in the Chapter, including but not limited to new or renewed members accepted for membership in the Chapter, address changes, as well as lists of membership fees paid or payable by such members together with the payment of dues to SWEA International in accordance with Section 2 c) hereof .
- c) During the initial year of its existence, the Chapter shall pay to SWEA International USD10 per member associated with the Chapter as a regular or honorary member (a "Member"), and thereafter USD 20 annually per Member.

3. Geographical Area to Which Agreement Relates

The geographical area in which the Chapter shall have the authority to use SWEA International's Rights granted pursuant to Section 1 hereof shall be _____ (the "Territory"). The SWEA International Rights shall not be used outside the Territory without the prior written consent of SWEA International, which consent may be withheld or granted at the absolute discretion of SWEA International.

4. Representations and Warranties

4.01 SWEA International Representations and Warranties:

SWEA International hereby represents and warrants to the Chapter as follows:

- a) SWEA International is a non-profit public benefit corporation duly organized and validly existing under the laws of the State of California with full corporate power and lawful authority to conduct the affairs which it is now conducting and is in good standing as of the date hereof under the laws of the State of California.
- b) As of the date hereof, SWEA International qualifies as an "exempt organization" for purposes of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Revenue Code") and for the benefits conferred by Section 23701a of the California Revenue and Taxation Code (the "California Revenue Code").
- c) SWEA International has full corporate power to enter into this Agreement and to carry out its obligations hereunder.
- d) SWEA International is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Revenue Code and the California Revenue Code.
- e) Notwithstanding any other provisions of this Agreement, SWEA International shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Revenue Code (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).
- f) Upon the winding up and dissolution of SWEA International, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Revenue Code.

- g) SWEA International owns all of the SWEA International Rights free and clear of any and all liens, claims, encumbrances or known challenges thereto and is consequently lawfully entitled to enter in to this Agreement and, in particular, to grant to the Chapter those rights described in Section 1 hereof ,

4.02 US Chapter Representations and Warranties

If the Chapter is organized under the laws of any state, territory, possession or other subjurisdiction of the United States, it hereby represents and warrants to SWEA International that it is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Revenue Code.

Notwithstanding any other provision of this Agreement, the Chapter shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Revenue Code (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

Upon the liquidation, or winding up and dissolution of the Chapter, after paying or adequately providing for the debts and obligations of the Chapter, the remaining assets shall be distributed to SWEA International as provided in the SWEA Bylaws or, at the sole discretion of SWEA International, to a non-profit fund, foundation, or a corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Revenue Code.

4.03 Non-US Chapter Representations and Warranties

If the Chapter is organized under the laws of any jurisdiction other than a state, territory, possession or other subjurisdiction of the United States, such Chapter hereby represents and warrants to SWEA International that it (i) is, and will at all times remain, organized exclusively for educational and nonprofit purposes corresponding to those of SWEA International, (ii) does not and will not carry on any activities not in strict concert with the objectives and purposes of SWEA International as outlined in its Articles and the SWEA Bylaws or as permitted by the charitable tax exempt provisions of Section 501(c)(3) of the Revenue Code, and (iii) does not and will not directly or indirectly carry out any activities not permitted to be carried out by a nonprofit organization under the laws of the country where located.

Upon the liquidation, or winding up and dissolution of the Chapter, after paying or adequately providing for the debts and obligations of such Chapter, the remaining assets shall be distributed to SWEA International as provided in the SWEA Bylaws or, at the sole discretion of SWEA International, to a non-profit fund, foundation, or a corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes.

5. Certain Understandings and Agreements

5.01 SWEA International Covenants.

SWEA International hereby covenants and agrees that it will:

- a) use its commercially reasonable efforts to maintain its existence and status as a nonprofit corporation in good standing under the laws of the State of California.
- b) use its commercially reasonable efforts to maintain its status as an "exempt organization" under Section 501(c)(3) of the Revenue Code and its status under Section 23701d of the California Revenue Code.
- c) use its commercially reasonable efforts to maintain in full force and effect its US federal and European Community protections of the SWEA International Rights, including its right to the acronym "SWEA" as a trade name, and the Logos as trademarks, all in accordance with the applicable laws of the United States and the European Union.

- d) use its commercially reasonable efforts to obtain appropriate copyright, trademark and other intellectual property protections in the Territory for the SWEA International Rights and, if so obtained, to maintain such protections in full force and effect.
- e) provide the Chapter by electronic or other written means with current lists of SWEA International's officers, directors and other key personnel, together with the telephone numbers and addresses of such persons.
- f) provide to the members of the Chapter copies of each issue of SWEA International's periodic information newsletter now known as "SWEA Forum" (or any similar publication of SWEA International under a different name); provided, however, that nothing herein contained shall (i) require SWEA International to continue publishing SWEA Forum or any similar publication, or (ii) require SWEA International to publish SWEA Forum or any similar publication at any particular time or times.
- g) use its commercially reasonable efforts to maintain a SWEA International website.

5.02 Chapter Covenants.

The Chapter hereby covenants and agrees that it will:

- a) use its best efforts to register and maintain its existence and status as a nonprofit organization in good standing under the laws of the Territory, from time to time advise SWEA International of the Chapter's nonprofit organization legal status and immediately notify the SWEA Board of any changes to that status. Prior to registration or final creation, the Chapter shall transmit to SWEA International, for approval, a copy of all applicable organizational documents (including without limitation formation materials, bylaws (the "Chapter Bylaws" and similar materials). Any and all amendments to the Chapter's formation materials (including without limitation its articles of incorporation and Chapter Bylaws (or the Territory's corollaries thereto) shall be subject to the prior approval of SWEA International.
- b) recognize and protect, fully and at all times, each and every SWEA International Rights, and at all times use the SWEA name and Logos only in the form and manner stipulated and approved by the SWEA Board of Directors.
- c) assist SWEA International, when and as reasonably requested, to obtain and maintain registration in the Territory for available protection of the SWEA International Rights, including without limitation, trademark and/or copyright protection for Logos as trademarks, with all such registrations and other protections to be issued solely and exclusively in the name of SWEA International.
- d) not use SWEA's name or SWEA International's Rights for any purpose other than as specifically contemplated by this Agreement and, in particular, not for the benefit or the gain of any individual or for any commercial purposes whatsoever. Permission for the use of SWEA's name and other SWEA International Rights on any articles shall be subject to the prior approval of SWEA International and the Chapter promises to seek and obtain such permission before undertaking any such use thereof.
- e) conduct its affairs in accordance with the terms of this Agreement, the Articles, the SWEA Bylaws and the Chapter Bylaws as each shall be in effect from time to time, including to:
 - (i) engage only in activities related to the support, preservation, promotion and development of Swedish history, culture and tradition, and in projects determined by the SWEA Board to be of Swedish interest and of special concern to Swedish women.
 - (ii) support SWEA International's scholarship funds and awards.
 - (iii) admit to membership only women of good character, eighteen (18) years of age or older, dedicated to the purposes of SWEA International and with a good knowledge of the Swedish language.

Any Member must have her residence in the Territory or reside there due to long term employment or educational assignment. An otherwise qualified woman from an area with no SWEA Chapter may, however, be admitted as a Member of the most conveniently located SWEA Chapter.

Subject to the above qualifications regular membership admittance shall not be restricted, except as set forth in the General Bylaws for Chapters of SWEA International regarding admittance in Sweden.

- (iv) adopt the same membership year as SWEA International; which membership year currently commences on January 1 and expires on December 31 of each year, and
 - (v) adopt the same fiscal year as SWEA International; which fiscal year currently commences on January 1 and ends on December 31 of each year
- f) take no action which could endanger the name, reputation or good standing of SWEA International, or any of its chapters, in any community, or the status of SWEA International (i) as a non-profit corporation in good standing under the laws of the State of California, (ii) as an exempt organization for purposes of Section 501(c)(3) of the Revenue Code, or (iii) under Section 23701d of the California Revenue Code.
 - g) maintain a current list of its Members indicating the full name and current address of each such Member, the basis of her Swedish origin, or if none, her relationship with Sweden, the date of each Member's admittance to the Chapter and the dates of payment of dues for each such Member (the "Membership List"). A true, complete and accurate copy of the Membership List, in a form dictated by SWEA International, shall be delivered by the Chapter to the administrative office of SWEA International at such times it so stipulates or requests for integration into and updates of the SWEA International's central data base.
 - h) maintain true, accurate and complete records of the meetings, the business and financial transactions as well as the financial status of the Chapter (including minutes of meetings of all Chapter related meetings, including without limitation, meetings of the Chapter's Members and Board of Directors, as well as of all committees appointed for any purpose, balance sheets, statements of income and other appropriate financial statements), afford representatives of SWEA International access to such records at all reasonable times, and upon request, deliver copies thereof to SWEA International. Notwithstanding anything to the contrary contained herein, the Chapter shall, without request, deliver to SWEA International (i) by September 15 of each year financial statements of the Chapter for the six month period ended as of June 30 the relevant year and (ii) by March 15 of each year, the Chapter's duly reviewed annual report and financial statements of the immediately preceding fiscal year..
 - i) promptly and regularly as changes occur provide SWEA International with current lists of the Chapter's officers, directors and other key personnel, together with the telephone numbers and addresses of such persons.
 - j) Simultaneously with or prior to release of any newsletter or similar publication circulated by the Chapter to its members provide each member of the SWEA Board, the SWEA International Editor, the administrative office of SWEA International, and all Chapter Presidents with one copy of each issue of such newsletter or publication.
 - k) in submitting material for publication in SWEA Forum or any similar publication of SWEA International, conform to the format, editorial and other requirements of SWEA International respecting such publication, and
 - l) in creating a Chapter website (i) conform to the use of SWEA's name, Logos and the SWEA International Rights as directed by SWEA International, and to any layout, format, editorial and other requirements of SWEA International, and (ii) comply in full with all applicable laws regarding the protection and use of information or data from or concerning private individuals, including the insertion of all appropriate and/or necessary disclaimer and personal data protection clauses on the Chapter website.

- m) maintain in full force and effect from the date of this Agreement and throughout its term, liability insurance in an amount adequate to protect the Chapter and SWEA International (including Members of the Chapter, the Chapter's directors, the Regional Board to which the Chapter belongs and the SWEA Board, as well as such Chapter's guests and invitees at Chapter or SWEA International activities) from and against claims arising against any of them through the conduct of the affairs of the Chapter, and, provide SWEA International with a copy of the policy of such liability insurance obtained by the Chapter.
- n) adhere, in the conduct of its affairs, to all decisions and policy guidelines adopted by the SWEA Board and in no event conduct its affairs in a manner inconsistent with the articulated purposes of SWEA International as interpreted in the sole discretion of such SWEA Board.

6. SWEA International Funds

Part of the payments received by SWEA International pursuant to subsections 2 b) and 2 c) hereof will be allocated to SWEA International's Scholarship Fund, the Intercultural Relations Fund or such other fund or funds of SWEA International as the SWEA Board shall, from time to time, determine.

7. Indemnification

The Chapter hereby agrees to indemnify and hold SWEA International, each and every member of the SWEA Board, and every other chapter of SWEA International harmless from and against any and all costs, liabilities and other expenses which may arise and accrue to any of them as a direct or indirect result of the Chapter's activities and conduct of its affairs.

8. Termination

8.01 Manner of Termination.

This Agreement and the relationship created hereby may be terminated at any time as follows and in no other manner:

- a) by mutual written consent of SWEA International and the Chapter.
- b) by SWEA International or by the Chapter, respectively, upon thirty (30) days prior written notice if any material representation made herein for the benefit of SWEA International or the Chapter, respectively, is or becomes untrue in any material respect, or SWEA International or the Chapter, respectively, shall default in any material respect in the performance of any material obligation under this Agreement.
- c) by SWEA International, upon thirty (30) days prior written notice in the event of (i) dissolution, bankruptcy, initiation of bankruptcy proceedings and/or reorganization of SWEA International or the Chapter, or (ii) reorganization or planned reorganization of SWEA International and its chapters, which reorganization or reorganization plan is not timely accepted by the Chapter.

8.02 Liability Upon Termination.

Upon any termination pursuant to subsections 8.01 a) or 8.01 c) hereof, each party shall bear the expenses incurred by it.

Without limiting any other relief to which the Chapter or SWEA International may be entitled upon termination pursuant to subsection 8.01 b) hereof, SWEA International or the Chapter, whichever shall have made such misstatement or so defaulted, shall be liable to reimburse the terminating party for all reasonable and actual out-of-pocket expenses incurred by the terminating party in connection with such termination.

Upon any termination hereunder, the Chapter and any of its Members shall forthwith cease to use SWEA International's Rights, and the authorized representatives of the Chapter shall notify all of its Members to this effect. Upon the effective date of any termination hereunder, the Chapter and all of its Members shall forfeit all interests, if any, with respect to any of SWEA International's Rights or funds belonging to, and administered by, SWEA International. Similarly, upon any termination hereunder, the obligation of the Chapter to continue making payments pursuant to subsections 2 b) and 2 c) hereof shall immediately cease, provided, however, that any outstanding balance due and payable to SWEA International hereunder and accrued, prior to the effective date of termination, shall be paid to SWEA International within ten (10) days after such date of termination.

Upon the liquidation, or winding up and dissolution of the Chapter, its assets, after paying or adequately providing for the debts and obligations of the Chapter, shall be distributed as set forth in Sections 4.02 and 4.03 hereof.

9. Miscellaneous

9.01 Notices.

Notices of termination pursuant to paragraph 8 shall be in writing and shall be given by certified or registered mail. All other notices hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile, electronic or first class mail, postage prepaid to the addresses of the then current President of SWEA International and the then current President of the Chapter, as the case may be.

9.02 Assignability and Parties in Interest.

This Agreement shall not be assignable by either of the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.

9.03 Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California.

9.04 Governing Language.

In case of conflict between any non-English version of this Agreement and this English language version of the Agreement or between any non-English version of any other document referred to herein or attached hereto, the English language document shall govern.

9.05 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

9.06 Interpretation.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.07 Gender.

All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

9.08 No waiver.

No delay or failure on the part of either SWEA International or the Chapter in exercising any rights hereunder shall operate as a waiver of any rights of either SWEA International or the Chapter except to the extent expressly waived in writing.

IN WITNESS WHEREOF, SWEA International and the Chapter have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SWEDISH WOMEN'S EDUCATIONAL ASSOCIATION INTERNATIONAL, INC.
a California nonprofit public benefit corporation

By _____

Its President

and _____, a nonprofit corporation/association

By _____

Its _____