

ASSOCIATION OF CELEBRITY ASSISTANTS (UK)
RULES AND REGULATIONS

ACA(UK)

The Association of Celebrity Assistants (UK) (ACA(UK)).

The location of the principal office of ACA(UK) shall be determined by the ACA(UK) Board of Directors (the “Board”) in its sole and absolute discretion, and may be changed at any time at the discretion of the Board.

The Board may vote to establish subordinate or affiliate offices any place where ACA(UK) does business. The first such office shall be established in London.

Terms and Definitions re: membership

- a) “Celebrity” - A “celebrity” is defined as “a high profile person in the public eye, as evidenced through mainstream national and international media, awards and achievements, and acknowledged in his/her field(s) of endeavor.”
- b) “Celebrity Personal Assistant” - A celebrity personal assistant and/or support staff is defined as “an individual who holds a primary and direct responsibility for the day-to-day requests of his/her celebrity employer / client, which includes a combination of personal and professional demands. This also includes an individual who holds a primary and direct responsibility for the day-to-day activities of an employer whose clients are celebrities.”
- c) “Executive Committee” – The Officers of the Board shall comprise the seven founding members of ACA(UK).
- d) “Quorum” – A majority of the Board of Directors that must be present for a valid transaction of business, herein defined as fifty percent (50%) of the current Board, except for the amendment of the By-laws as set forth in Article Ten.
- e) “Cause” – A member may be removed for “cause” whenever he/she is found to have violated the membership agreement, has breached his/her duty of confidentiality, has interests in conflict with those of ACA(UK) and such has resulted in a detriment to ACA(UK), has been convicted of a felony, and/or for other egregious conduct which harms or impairs the reputation or business of ACA(UK) according to a majority vote of a quorum of the Board.
- f) “Gross misconduct” A member may be removed immediately whenever he/she is found to have engaged in behaviour that can be deemed gross misconduct. Such

includes, but is not limited to the following acts: any criminal or illegal act, breach of confidence, defamation of character.

The Association

ACA(UK) is a membership organization having affiliated persons. ACA(UK) is comprised of personal assistants to celebrities and high profile individuals.

ACA(UK) is a non-profit making networking and support association. Its purposes are:

- a) to serve as the main and vital resource for currently employed celebrity personal assistants through programming, publications and networking opportunities in a safe and confidential environment;
- b) to strive for excellence in our profession and to set the professional standard by providing educational opportunities and a testing ground for new methods;
- c) to promote and enhance the professional standing and credibility of celebrity personal assistants;
- d) to celebrate and support the individuals who work as celebrity personal assistants by promoting a sense of community and collaboration between colleagues across the country and around the world;
- e) to support the efforts of unemployed members to secure employment as Celebrity Personal Assistants through the ACA(UK) Job Referral Service and other means, thereby helping celebrities to find exceptional assistants; and
- f) to forge and nurture positive, long-term and mutually beneficial relationships with businesses and venues interacting with celebrities in order to provide valuable services to ACA(UK) members.

Membership

Categories of Membership

Membership in the organization is limited to individuals.

Criteria for membership is defined in these Bylaws, and may be amended, revised, removed, or replaced at any time upon action by a quorum of the Board of Directors. The Board of Directors reserves the right to reject an application, and specifically reserves and includes the right to reject an application for cause as defined *supra*. Where an application is rejected for “cause”, said applicant is forever barred from future application or membership. In such event, the reason provided for rejection of the application will be given to applicant in writing as “Rejected for Cause” without further explanation.

Non-Discrimination

ACA(UK) shall *not* discriminate against any person on the basis of race, sex, color, creed, religion, age, or sexual preference, or for any other reason which may be deemed by the Board of Directors to be “arbitrary” other than the conditions and criteria for membership as designated below in this document.

Qualifications for Membership

To qualify for membership of ACA(UK), a candidate must meet the following criteria:

At the time of application, candidate must be currently employed by a celebrity and/or high profile person for a minimum of three (3) months.

A fully paid up Member enjoys the following privileges:

1. Voting rights on issues that the Board introduces/presents to the General Members;
2. Eligibility for the ACA(UK) Job Referral Service;
3. Eligibility to hold an elected position on the Board; and
4. May be a member of ACA(UK) as long as his/her dues are paid, and he/she does not bring dishonor to the organization or act in a manner contrary to the mission of the ACA(UK).

Terms & Conditions of Membership

All members *must* agree to and abide by the rules governing ACA(UK) as established by these Bylaws and as specified in the “Terms & Conditions of Membership” or they may be removed for cause upon action by the Board of Directors. Agreement to the “Terms & Conditions of Membership” is presumed by application for membership, and signature on the confidentiality agreement.

Membership Privileges

ACA(UK) shall offer its members the following:

1. Regular meetings with relevant program subjects, including an Annual Holiday Party (to be held in the month of December in lieu of a programmed meeting);
2. Periodic educational seminars on specific subjects in addition to monthly meetings;
3. Facilitation of employment opportunities, including but not limited to access to the Job Referral Service for Full Members; and
4. Social opportunities.

Application for Membership

1. Application for membership shall be made by candidates for membership on a standard form, as specified and supplied by the ACA(UK) Board.

2. A prospective member shall include with his/her application a copy of a current resume, two business-related references, of which *at least one* must be the agent, manager, publicist, accountant or attorney of the current or former celebrity employer, a bio of his/her celebrity, and applicable dues.
3. The Membership Application shall contain a copy of the “Terms and Conditions of Membership,” (including the standard Confidentiality Agreement) to be signed by the prospective member and returned along with the application.

Admission to Membership

1. Except as otherwise provided in these Bylaws, membership in any category shall be approved by the Board of ACA(UK).
2. If the Membership Director determines that a majority of the membership qualifications set out in these Bylaws are met by the applicant, the applicant shall be referred to the Board as a candidate.
3. The Board shall then vote upon the applicant. Such vote only to be taken if 2/3 of the current Board is present at the meeting to vote (a “Quorum”).
4. Outcome of such vote of a Quorum of the Board shall determine the membership of the candidate.
5. All members shall pay dues as specified in the then current “ACA(UK) Membership Application” and shall abide by these Bylaws and the “Terms and Conditions of Membership.”
6. Membership in ACA(UK) is *not* effective until signed copies of the application and terms of membership accompanied by the member’s dues are received by ACA(UK) and counter-signed by the Membership Director.

Termination and/or Suspension of Membership

Membership in the ACA(UK) may be terminated by two-thirds (2/3) of a Quorum vote of the Board, if good cause is shown:

- a) *Payment of Dues.* Unless special arrangements have been made in writing and signed by the Treasurer, the membership of any member failing to make payment of annual dues within a period of sixty (60) days after they are due, shall be subject to a five percent (5%) late fee, shall pay the per-meeting cost for each monthly meeting attended [to a maximum of two (2) meetings], and may have his/her membership terminated at the discretion of the Board.
- b) *Termination.* Any member who violates the “Terms and Conditions of Membership” may have his/her membership terminated (or suspended) from ACA(UK) following an investigation and report by the Board. A two-thirds (2/3) majority of a quorum of the Board present at a hearing shall be required to terminate or suspend a member. Any member to be terminated or suspended shall be entitled to at least fifteen (15) days prior written notice of the termination or suspension and the reasons therefore, and shall be entitled to be heard, orally in

writing, not less than five (5) days before the effective date of termination or suspension by the Board. Notice and response must be made in writing and served via certified mail. ACA(UK) will refund a pro-rated portion of the member's dues upon termination.

- c) *Suspension.* Suspension of membership shall be determined by the Board and shall follow the procedures outlined above. If a member is put on suspension by vote of the Board, terms of such suspension will be determined by the Board and may include restriction from attending meetings, social events and loss of other membership benefits. The duration of such suspension will be determined by vote of the Board. Suspension of membership bars the member from voting in general elections and special votes, and shall bar the member from participating in the ACA(UK) Job Referral Service during the period of suspension. The Board retains the right, in its sole discretion, to sanction a member for violation of the membership agreement by suspension of membership for a specified period of time not to exceed one (1) year. A member may be reinstated to full/associate membership upon majority vote of the Board.
- d) *Non-transferability.* Membership will automatically terminate by resignation or death. Membership is *not* transferable to another person and/or entity.

Reinstatement of Membership

- a) *Non-Payment of Dues.* Following non-payment of dues, upon the approval of the Board, any member whose membership has been terminated for non-payment of dues may have his/her membership reinstated in the same category of membership that he/she previously held.
- b) *Post-Termination.* Any member whose membership has been terminated by ACA(UK) may not have his/her membership reinstated unless the reason for termination was "Non-Payment of Dues."

Transfer of Membership

- a) Membership in ACA(UK) does not preclude membership in any other professional organization.
- b) There is no transfer of membership between ACA(UK) and any other professional organization.

Setting of Dues and Fees

- a) To be in good standing, every member must pay such fees and dues as are fixed by the Board. Such fees and dues are due and payable within the specified time limit and on the conditions set forth in these Bylaws. The Board shall determine the fees and dues from time to time, at one of the regular Board meetings. Dues increases will be effective on a specified date determined by the Board.

- b) A dues or fee increase shall be made only by a majority of a quorum vote of the Board. Notification of any changes in the annual membership dues shall be made to the membership as soon after the vote as is practical and reasonable, but at least sixty (60) days prior to the effective date of any such increase.
- c) The fees for the ACA(UK) Job Referral Service, special events, and monthly meetings shall be determined by a resolution of the Board.

Liability of ACA(UK)

No Individual Liability

The members of the Board shall not be liable as individuals for the obligations of ACA(UK) except as required by law.

Indemnification

- a) ACA(UK) shall indemnify to the full extent authorized or permitted under English Law any person made, or threatened to be made, a party to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative, including an action by or in the right of ACA(UK)) by reason of the fact that he or she is or was a director, officer, employee, or agent of ACA(UK) or serves or served any other enterprise as such at the request of ACA(UK). This right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, representatives, and administrators.
- b) ACA(UK) shall have *no* obligation to indemnify, in accordance with the foregoing paragraph, with regard to claims arising from any person's willful misconduct or grossly negligent act or omission to act.
- c) Where ACA(UK) has an obligation to indemnify any director, officer, employee, or agent of ACA(UK), ACA(UK) shall also provide legal counsel and assume the costs of such counsel up to and including trial costs, damage awards and/or settlement agreements.
- d) If any director, officer, employee, or agent of ACA(UK) enters into a settlement of any claim without the written agreement of ACA(UK), ACA(UK) shall have *no* obligation to participate in payment of the settlement. If any director, officer, employee, or agent of ACA(UK) rejects a reasonable offer of settlement, ACA(UK)'s liability shall be limited to the amount of the settlement offer plus

reasonable attorneys' fees incurred through the date on which the settlement offer is received.

Officers

Function, Authority, and Compensation

The property, business, and affairs of ACA(UK) shall be managed by its Board of Directors, which may exercise all such powers of ACA(UK) and do all such lawful acts and things as are not by law or otherwise required to be exercised by the members. The Board of Directors shall have the authority from time to time to fix the compensation (said compensation to consist solely in the form of waiver annual dues for membership) of Directors and to authorize the payment of expenses relating to service on the Board.

Number

The ACA(UK) shall have, initially, seven (7) Directors serving on the Board of Directors. This number may be increased or decreased at the discretion of the Board at any Board meeting, or upon general vote of the full membership at the annual general election meeting. The following criteria apply to the Board of the ACA(UK):

- a) The Officers of ACA(UK) shall be the President, Treasurer, Secretary, Membership Secretary, Sponsorship & Event Secretary, Job Bank Director, Website Director.
- b) The Board may add additional Officers as is deemed appropriate by majority vote of a quorum of the Board.
- c) Members may hold multiple offices on the Board at any one time, subject to Board approval.

Qualification, Appointment, and Term of Office

Each person named in the Articles or Certificate of Incorporation as a member of the first Board of Directors shall hold such office for a period of three (3) years and/or until his or her successor shall have been elected and qualified, or until his or her resignation, removal, or death. The following criteria apply to the Board of ACA(UK):

- a) The Term of Office for each subsequent Board member is two (2) years.
- b) Officers may serve unrestricted terms in a particular office, with Board approval.
- c) Members of the Board are elected by a quorum of Full Members in a general election. Absentee ballots by proxy, either written or by electronic mail will be allowed. Proxy votes must be received prior to the general election meeting.
- d) General elections are to be held on a bi-annual basis during the February meeting to elect those Board Members whose term is expiring.

Removal and Resignation

Any Officer may be removed by the Board upon thirty (30) days written notice to the Officer. Any Officer may resign by giving thirty (30) days written notice to the President of ACA(UK), stating the date upon which the resignation shall become effective. At any Annual Meeting of the general membership or at a Special Meeting of the Board of Directors called expressly for such purpose, any Director(s) or the entire Board of Directors may be removed, with cause, by a majority vote of the membership of ACA(UK) eligible to vote.

Vacancies

Any vacancies and newly created directorships or Board member positions resulting from any increase in the authorized number of directors may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum of Directors, and the directors so chosen shall hold office until the next annual general election and until their successors are duly elected and qualified, or until his or her resignation, removal, or death.

Place of Meetings

The Board of Directors of ACA(UK) may hold meetings, both regular and special, either within London, or at such place as may be designated from time to time by the Board. If no designation is made, the place of meetings shall be the principal offices of ACA(UK).

Notice of Meetings

Regular or special meetings of the Board of Directors may be held with forty-eight (48) hours notice on such dates and at such times as shall from time to time be determined by the Board of Directors. Notice shall be made to each director, by phone, mail, electronic mail, or telegram, setting forth the time, place, and purpose of the meeting.

Notice of a meeting need not be given to any Director who signs a Waiver of Notice either before or after a meeting. Attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting and a waiver of any and all objections to the place or time of the meeting, unless the Director states, at the beginning of the meeting, any objections to the transaction of business because the meeting was not lawfully called or convened.

Telephonic Meetings and Action without a Meeting

Members of the Board of Directors may participate in a meeting of the Board as if present in person by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Any action required to be taken at a meeting of the Board or which may be taken at any meeting of the Board, may be taken without a meeting, if all Directors consent thereto in writing, and such writing(s) is/are filed with the Minutes of the proceedings of the Board.

Voting

A majority of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present, a majority of the directors present may adjourn the meeting until an announced date and time.

Presumption of Assent

At any meeting of the Board at which action is taken on a corporate matter, each Director in attendance shall be presumed to assent to the action unless such director's dissent is entered in the Minutes of the meeting or unless any such dissent is filed with the Secretary.

Office of the President

- a) Subject to the direction and control of the Board, the President shall oversee, supervise, direct and control the business of ACA(UK).
- b) This position is to be held by a currently employed (at the time of election) celebrity personal assistant who is a founding member of ACA(UK).
- c) For his/her term, the President will not be involved in any other for-profit business involving and/or serving celebrities which would be a conflict of interest to the detriment of ACA(UK).
- d) The President does not pay membership dues for his or her term. Once the term is over, a past President is expected to pay dues.
- e) All past Presidents will be acknowledged in some way in the ACA(UK) newsletter and in other ways when appropriate.
- f) President will serve ex-officio in the year following his/her presidency term, to assure ACA(UK) Board continuity, and cannot hold another Board position for that year.
- g) The President shall have such other powers and shall perform such other duties as may be prescribed by the Board or the Bylaws.

Office of the Secretary

The Secretary shall:

- a) Keep or cause to be kept a book of corporate minutes. Such Corporate Minute Book shall be maintained at the principal office or residence of the Secretary, at his/her discretion. Such 'book' may consist of a computer disk, or any other appropriate medium for recording the Secretary deems appropriate. Such recording must be reproducible.
- b) Record minutes of the meetings of the National Board and Officers, noting the time and place of the meeting; whether the meeting is regular or special. In the case of a special meeting, the Secretary shall note how the meeting was authorized, the notice given, the names of those present at such meetings, the numbers of members present or represented at such meetings, and the proceedings of such meetings.
- c) Distribute copies of the minutes to the Board and/or Officers, prior to or at the next regularly scheduled Board meeting upon request.
- d) Maintain and distribute the Master Calendar as defined by the Board.
- e) In conjunction with the President, provide materials distributed at meetings for absentee Directors, Officers or member upon written request.
- f) Have such other powers and shall perform such other duties as may be prescribed by the Board or these Bylaws.

Office of the Treasurer

The Treasurer shall:

- a) Have custody of the funds of the organization, and shall disburse such funds in accordance with these Bylaws.
- b) Keep and maintain adequate and correct books and records of accounts, business transactions of ACA(UK), receipts, disbursements, and any other matters customarily included in financial statements.
- c) Allow inspection of books at regularly scheduled meetings upon request.
- d) On behalf of ACA(UK), shall endorse for collection checks, notes and other obligations and shall promptly deposit them in such bank accounts or other depositories.
- e) Render a balance sheet and income statement to the Board within thirty (30) days of the end of every calendar quarter. In addition, the Treasurer shall issue such reports at other times, within thirty (30) days, on the written request of the Board.
- f) Within thirty (30) days following the completion of each fund-raising activity, the Treasurer shall prepare and submit to the Board a special report describing the income and disbursements pertaining to such activity.
- g) Have such other powers and shall perform such other duties as may be prescribed by the Board or the Bylaws.

Execution of Instruments, Deposits and Funds

Execution of Instruments

Except as otherwise provided in these Bylaws, a majority of a quorum vote of the Board may authorize any Officer or agent of ACA(UK) to enter into any contract or execute and deliver any instrument in the name of and/or on behalf of ACA(UK), and such authority is confined to specific instances. Unless so authorized, no Officer, agent, or employee of ACA(UK) shall have any power or authority to bind ACA(UK) by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Cheques and Notes

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, cheques, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of ACA(UK) shall be signed by at least two (2) of the Officers (President, Vice-President, Treasurer, and/or Secretary). This limitation shall be noted on the documents used to open any bank account.

Deposits

All funds of ACA(UK) shall be deposited to the credit of ACA(UK) in such banks, trust companies, or other depositories as the Board may select.

Gifts

On behalf of ACA(UK), the Board and the Officers may accept contributions, gifts, bequests and devices for the purposes of ACA(UK). The Board may accept personal gifts in situations where said personal gifts are also made to the general membership (i.e., at monthly meetings, gifts presented by the meeting hosts), and where the value of the gift is equal to or less than fifty pounds (£50.00). Should the value of a personal gift exceed fifty pounds, the recipient Board member must donate the gift as a raffle prize at the next general meeting of the full membership of ACA(UK), and may not keep said gift unless the recipient Board member is the winner of the raffle.

Corporate Records and Reports

The Secretary of ACA(UK) shall keep the minutes of all meetings of the Board and general membership meetings.

The Treasurer of ACA(UK) shall keep adequate and correct books and records of account.

The Membership Director shall keep a current and accurate record of the members of ACA(UK), indicating member's names and addresses and termination date of any membership. Such information shall be provided to the Board at regular meetings or within five (5) days upon request by a member of the Board.

Rules of Procedure

Implementation

The Board may establish such rules of procedure as may be necessary for implementing the provisions of these Bylaws and for governing ACA(UK).

Date of Operation of Rules

Such procedure may become operative at the time designated by the Board and may be published and distributed to Officers.

Fiscal Year

The fiscal year of ACA(UK) shall begin on the calendar year.

Amendments and Revisions of Bylaws

These Bylaws may be amended, revised, or repealed or new bylaws may be adopted by an affirmative vote of not less than two-thirds (2/3) of the entire Board. Written, signed and dated proxy votes shall be allowed for members unable to be present, however, e-mail or electronically submitted votes will not be allowed.

Dissolution

Dissolution of ACA(UK) shall be conducted in accordance with the applicable provisions of English law.

In the event of the dissolution of ACA(UK), all assets and funds of ACA(UK), after debts are paid, shall be distributed by the Board to a charitable organization, as determined by the Board. In no event, however, shall any of the assets of ACA(UK) be distributed to its Directors, Officers, or members.