

SOCIETY OF DIAGNOSTIC MEDICAL SONOGRAPHY

FOUNDATION



**BYLAWS OF THE SOCIETY OF DIAGNOSTIC
MEDICAL SONOGRAPHY (SDMS) FOUNDATION**

As amended and adopted October 11, 2013

**BYLAWS
OF
SOCIETY OF DIAGNOSTIC MEDICAL SONOGRAPHY FOUNDATION**

**ARTICLE 1
OFFICES**

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or outside the State of Washington, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**ARTICLE 2
MEMBERSHIP**

2.1 Voting Membership. The sole voting member of the Corporation shall be Society of Diagnostic Medical Sonography (the “**Member**”), a Washington nonprofit corporation organized pursuant to the Washington Non-profit Corporation Act (Chapter 24.03 of the Revised Code of Washington, as amended), (the “**Act**”).

2.2 Voting Rights. The Member shall have the right to vote on the matters described in this Section 2.2 and on such other matters as the Board of Directors may determine from time to time. The Member shall have the right to vote on the following:

- (a) establishment of any additional classes of membership and/or the appointment or removal of additional members;
- (b) appointment and removal of directors;
- (c) amendment of the Articles of Incorporation and the Bylaws;
- (d) adoption of a plan of merger or consolidation with another corporation;
- (e) authorization of the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation if not in the ordinary course of business;
- (f) authorization of the voluntary dissolution of the Corporation or revocation of proceedings therefor;
- (g) adoption of a plan for the distribution of the assets of the Corporation;
- (h) approval of the Corporation’s annual budget and operating plan and any material adjustments thereto; and

- (i) Hiring or appointment of an Executive Director.

2.3 Manner of Acting. The Member shall act through the Member's Designated Representative as and to the extent authorized from time to time by resolution adopted by the Member's board of directors or a duly authorized committee thereof.

2.4 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Member may be taken without a meeting by a consent, in the form of a record setting forth the action so taken, which shall be executed by the Member's Designated Representative.

2.5 Consent in Lieu of Annual Meeting. The Member shall execute a consent in the form of a record in lieu of an annual meeting no less frequently than once per year for the purpose of transacting such business as may properly come before the Member.

2.6 Waiver of Notice. Whenever any notice is required to be given to the Member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the Member's Designated Representative, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Member need be specified in the waiver of notice of such meeting.

ARTICLE 3 BOARD OF DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of the Corporation's properties and funds shall be vested in, its Board of Directors, except as otherwise provided in the Act or the Corporation's Articles of Incorporation or these Bylaws.

3.2 Qualifications. Directors shall be current members of the Member's board of directors.

3.3 Duties of Directors. Each director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve, in good faith, in a manner that such director believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

3.4 Number of Directors; Composition. The Board of Directors shall consist of thirteen (13) directors. The number of directors may be increased or decreased by the Member at any time. Ex-officio members of the Member's board of directors may serve as Ex-officio members of the Board of Directors, at the direction of the majority of the Board of Directors. Ex officio members will not have voting rights.

3.5 Appointment. An elected or appointed member of the Member's board of directors shall be automatically appointed as a director of the Corporation for a term, in whole or in part, to coincide with a board term for the Member's board of directors.

3.6 Term. Each director shall serve for the same term as for the Member's board of directors.

3.7 Vacancies. Any vacancy in the position of director shall be filled as required by the Member's bylaws. A vacancy created by a director who is unable to serve on the Corporation's Board of Directors but who retains the position as a director on the Member's board of directors shall not be filled.

3.8 Resignation. Any director may resign at any time by delivering notice in the form of a record to the president or the secretary at the principal office of the Corporation, or by giving such notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; provided however, that if the resignation would result in the Corporation having no director or no director capable of serving as such, the resigning director shall continue to serve as a director until a successor director is appointed and qualified as provided in these Bylaws.

3.9 Removal. At any regular meeting, or at any special meeting called expressly for that purpose, the Member may remove from office, with or without cause, one or more directors as long as there is at least one director remaining after such removal.

3.10 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings or otherwise directly incident to their duties as directors may be paid or reimbursed by the Corporation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

3.11 Standing or Temporary Board Committees. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint from among its members one or more standing or temporary Board committees, each of which shall:

(a) Consist of two (2) or more directors, one of which shall serve as the chairperson;

(b) Be governed by the same rules regarding meetings, action without meetings, notice, and waiver of notice, and quorum and voting requirements as apply to the Board of Directors; and

(c) To the extent provided in such resolution, have and may exercise the authority of the Board of Directors in the management of the Corporation; provided, however, that the Board of Directors may not delegate its authority, if any, to:

- (i) amend, alter, or repeal these Bylaws;
- (ii) elect, appoint, or remove any member of any such committee or any director or officer of the Corporation;
- (iii) amend the Articles of Incorporation;
- (iv) adopt a plan of merger or consolidation with another corporation;
- (v) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation, not in the ordinary course of business;
- (vi) authorize the voluntary dissolution of the Corporation or revoke proceedings therefor;
- (vii) adopt a plan for the distribution of the assets of the Corporation; or
- (viii) amend, alter, or repeal any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it by law. The Board of Directors shall have the power at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee.

3.11.1 Resignation of Committee Member. Any member of any committee may resign at any time by delivering notice thereof, in the form of a record, to the president, the secretary or the chairperson of such committee, or by giving such notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.11.2 Removal of Committee Member. The Board of Directors, by resolution adopted by a majority of the directors in office, may remove from office any member of any committee appointed by it.

3.12 Executive Committee. A standing Executive Committee shall consist of the seven (7) members of the current executive committee of the Member's board of directors. Except as provided in paragraph 3.11(c), the Executive Committee shall be empowered to act on behalf of the Board of Directors during the interim between regularly scheduled Board meetings.

3.13 Advisory Committees. The Board of Directors may designate and appoint one or more advisory committees. Members of any such advisory committee may have

such qualifications, serve for such terms and be appointed in such manner as the Board of Directors may prescribe by resolution or amendment to these Bylaws. The Board of Directors may, in carrying out its duties and exercising the powers vested in it by these Bylaws, consult any such advisory committee at any time and from time to time; provided that, no advisory committee (i) shall possess the rights, powers or duties conferred on directors of the Corporation under the provisions of the Corporation's Articles of Incorporation, these Bylaws, or the Act; nor (ii) be vested with authority to direct the actions of the Board of Directors or any Board committee regarding the business and affairs of the Corporation.

ARTICLE 4 MEETINGS OF BOARD OF DIRECTORS

4.1 Annual Meeting. The annual meeting of the Board of Directors shall be held in conjunction with the SDMS Annual Conference on the date and at the time each year as determined by the Board of Directors to transact such business as may properly come before the Board of Directors. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

4.2 Place of Meetings. All meetings shall be held at the principal office of the Corporation or at such other place within or without the State of Washington designated by the Board of Directors, by any persons entitled to call a meeting or by a waiver of notice executed by all directors.

4.3 Regular Meetings. By resolution, the Board of Directors may specify the date, time and place for the holding of regular meetings of the Board of Directors or any committee designated by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given as provided in Sections 4.9 and 4.10. No notice other than the resolution is required for regular meetings of any committee designated by the Board.

4.4 Special Meetings. Special meetings of the Board of Directors or any committee designated by the Board of Directors may be called by or at the request of the president or any one or more of the directors in office, or in the case of a committee meeting, by the chair of the committee, by providing a notice in the form of a record. The person or persons authorized to call special meetings may fix the place, either within or without the State of Washington, and time for holding any special Board of Directors or committee meeting called by them. Notice of a special meeting shall be given as provided in Sections 4.9 and 4.10.

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

4.6 Presumption of Assent. A director present at a Board of Directors meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

(a) the director's dissent or abstention from the action taken is entered in the minutes of the meeting;

(b) the director delivers his or her dissent or abstention to such action to the person acting as the secretary of the meeting before the adjournment thereof; or

(c) the director delivers such dissent or abstention to the secretary of the Corporation immediately after the adjournment of the meeting.

Notwithstanding the foregoing, such right to dissent or abstain shall not apply to a director who voted in favor of such action.

4.7 Quorum. Unless a greater portion is required by these Bylaws, the Articles of Incorporation, or applicable Washington law, a majority of the directors then in office shall constitute a quorum for the transaction of business or any particular item of business at any Board of Directors meeting, but in no event shall a quorum consist of less than one-third of the number of directors then in office. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.

4.8 Manner of Acting. Each director shall be entitled to one (1) vote and the act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law. A director may not vote or act by proxy at any meeting of directors.

4.9 Notice of Meetings. For any meeting of the Board of Directors or any committee designated by the Board of Directors for which notice is required by these Bylaws or by applicable Washington law, a notice stating the place, date, and hour of the meeting shall be delivered to each director at his or her address shown on the records of the Corporation prior thereto in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) (as provided in Section 4.10). In addition, with respect to any meeting of the Board of Directors, such notice shall also include a meeting agenda. The method of notice need not be the same to each director. Such notice shall be delivered at least seven (7) days prior to the meeting. If notice is delivered in a tangible medium, it may be transmitted by: mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. If mailed, the notice shall be deemed delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Corporation with postage thereon prepaid. Other forms of notice in a tangible medium described in this paragraph are effective when received.

4.10 Notice by Electronic Transmission. If notice is provided in an electronic transmission, it must satisfy the following requirements:

(a) Notice to directors in an electronic transmission that otherwise complies with these Bylaws is effective only with respect to directors who have consented, in the form of a record, to receive notices by electronic transmission.

(i) Notice to directors includes material that these Bylaws require or permit to accompany the notice.

(ii) A director who provides consent, in the form of a record, to receipt of notices by electronic transmission shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be sent by electronic transmission.

(iii) A director who has consented to receipt of notices by electronic transmission may revoke the consent by delivering a revocation to the Corporation in the form of a record.

(iv) The consent of any director is revoked if the Corporation is unable to deliver two consecutive notices by electronic transmission in accordance with the consent, and this inability becomes known to the secretary of the Corporation or other person responsible for giving the notice. The inadvertent failure by the Corporation to treat this inability as a revocation does not invalidate any meeting or other action.

(b) Notice to directors who have consented to receipt of notices by electronic transmission may be provided by posting the notice on an electronic network and delivering to the director a separate record of the posting, together with instructions regarding how to obtain access to this posting on the electronic network.

(c) Notice provided in an electronic transmission is effective when it:

(i) Is given by electronic transmission to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or

(ii) Has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with instructions regarding how to obtain access to the posting on the electronic network.

4.11 Waiver of Notice.

4.11.1 Waiver by Communication. Whenever any notice is required to be given to any director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the director

entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

4.11.2 Waiver by Attendance. Attendance of a director or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a director or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 5 ACTIONS BY UNANIMOUS CONSENT IN LIEU OF MEETING

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the state of Washington, to be taken at a meeting of the directors of the Corporation or at a meeting of a committee of the Board of Directors may be taken without a meeting if a consent, in the form of a record setting forth the action so taken, shall be executed by all of the directors or all of the members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote, and may be described as such. Any such consent shall be inserted in the minutes book as if it were the minutes of a meeting of the Board of Directors.

ARTICLE 6 OFFICERS

6.1 Positions. The officers of the Corporation shall consist of a president, a president-elect, an immediate past president, a vice president, a secretary, and a treasurer, each of whom shall be a member of the Board of Directors. No person may hold more than one office. Appointment of an officer shall not of itself create contract rights. In the absence of the president, the vice president may preside at meetings of the Board of Directors.

6.2 President. The Member's president shall serve as the Corporation's president. The president, subject to the direction and control of the Board of Directors, shall have general supervision of the business and affairs of the Corporation. The president shall preside at meetings of the Board of Directors. The president shall sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the president shall perform all duties incident to the office of president and such other duties as are assigned to him or her by the Board of Directors from time to time.

6.3 President-Elect. The Member's current president-elect shall serve as the Corporation's president-elect. The president-elect shall perform such duties as from time to time may be assigned by the president or the Board of Directors.

6.4 Immediate Past President. The Member's current immediate past president shall serve as the Corporation's immediate past president. The immediate past president shall perform such duties as from time to time may be assigned by the president or the Board of Directors.

6.5 Vice President. The Member's current vice-president shall serve as Corporation's the vice-president. The vice president shall assist the president in carrying out the programs of the Corporation. In the event of the death of the president or his or her inability to act, the vice president shall perform the duties of the president, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the president. The vice president shall have, to the extent authorized by the president or the Board of Directors, the same powers as the president to sign deeds, mortgages, bonds, contracts or other instruments. The vice president shall perform such other duties as from time to time may be assigned by the president or the Board of Directors.

6.6 Secretary. The Member's current secretary shall serve as the Corporation's secretary. The secretary shall be responsible for ensuring that minutes of meetings of the Board of Directors are recorded and maintained, and to the extent minutes of meetings of committees of the Board of Directors are recorded, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each director and each officer; sign with the president, or other officer authorized by the president or the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or the Board of Directors.

6.7 Treasurer. The Member's current treasurer shall serve as the Corporation's treasurer. The treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of treasurer and such other duties as may be assigned to him or her by the president or the Board of Directors. If requested by the Board of Directors, at the Corporation's expense, the treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

6.8 Term of Office. Unless an officer dies, resigns, or is removed from office, he or she shall hold office as long as he or she holds the designated office on the Member's board of directors.

6.9 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Member for the unexpired portion of the term in accordance with the Member's bylaws.

6.10 Resignation. Any officer may resign at any time by delivering notice to the Board of Directors in the form of a record. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.11 Employees; Delegation. The Board may delegate operational and management authority to the Member as needed. The delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it by law.

ARTICLE 7 INDEMNIFICATION

7.1 Definitions. As used in this Article:

7.1.1 "Agent" means an individual who is, or was, an agent of the Corporation or an individual who, while an agent of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Agent" includes, unless the context requires otherwise, the estate or personal representative of an Agent.

7.1.2 "Corporation" means this Corporation and any domestic or foreign successor entity.

7.1.3 "Director" means an individual who is, or was, a director of the Corporation or an individual who, while a director of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Director" includes, unless the context requires otherwise, the estate or personal representative of a Director.

7.1.4 "Employee" means an individual who is, or was, an employee of the Corporation or an individual who, while an employee of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Employee" includes, unless the context requires otherwise, the estate or personal representative of an Employee.

7.1.5 "Expenses" means all fees and expenses incurred in any Proceeding, including without limitation, the fees and expenses of counsel.

7.1.6 “Indemnitee” means an individual made a Party to a Proceeding because the individual is, or was, a Director, Officer, Employee, or Agent, and who possesses indemnification rights pursuant to the Articles of Incorporation, the Corporation’s Bylaws, or other corporate action. “Indemnitee” shall also include the heirs, executors, and other successors in interest of such individuals.

7.1.7 “Liability” means the obligation to pay a judgment, settlement, penalty, or fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable Expenses incurred with respect to a Proceeding.

7.1.8 “Officer” means an individual who is, or was, an officer of the Corporation or an individual who, while an officer of the Corporation, is, or was, serving at the Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise.

7.1.9 “Party” includes an individual who was, is, or is threatened to be, named a defendant or a respondent in a Proceeding.

7.1.10 “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

7.2 Indemnification Rights of Directors, Officers, Employees and Agents.

7.2.1 The indemnification rights and the right to advancement of expenses of the Corporation’s Directors shall be as set forth in the Articles of Incorporation. The procedures of paragraph 7.3 shall apply to such indemnification rights and advancement of expenses unless the Board of Directors adopts or approves further indemnification and expense advancement arrangements as may be permitted by law.

7.2.2 The indemnification rights of the Corporation’s Officers, Employees and Agents shall be as set forth in these Bylaws. The Corporation shall indemnify its Officers, Employees and Agents to the full extent permitted by law, subject to RCW 23B.08.510 through RCW 23B.08.550, against Liability arising out of a Proceeding to which such individual was made a Party because the individual is or was an Officer, Employee or Agent of the Corporation. The Corporation shall advance Expenses incurred by such Officer, Employee or Agent who is a Party to a Proceeding in advance of final disposition of the Proceeding, as provided herein. Notwithstanding the foregoing, no indemnification shall be provided under this Article if payment of any such amount would result in an excess benefit transaction such that the Officer, Employee or Agent would be subject to the imposition of tax and any applicable correction procedures, including repayment of such amounts, under Section 4958 of the Internal Revenue Code of 1986, as amended (the “Code”) or the corresponding provision of any future federal tax law.

7.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.

7.3.1 Notification and Defense of Claim. Indemnatee shall promptly notify the Corporation, in the form of a record, of any Proceeding for which indemnification could be sought under this Article or the Articles of Incorporation. In addition, Indemnatee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnatee's power. With respect to any such Proceeding as to which Indemnatee has notified the Corporation:

(a) The Corporation shall be entitled to participate therein at its own expense; or

(b) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying Party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnatee. Indemnatee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnatee of its election to assume the defense, the Corporation will not be liable to Indemnatee under this Article for any Expenses subsequently incurred by Indemnatee in connection with such defense. Indemnatee shall, however, continue to have the right to employ its counsel in such Proceeding, at Indemnatee's expense; and if:

(a) The employment of counsel by Indemnatee has been authorized by the Corporation;

(b) Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnatee in the conduct of such defense; or

(c) The Corporation shall not, in fact, have employed counsel to assume the defense of such Proceeding;

then the fees and Expenses of Indemnatee's counsel shall be at the expense of the Corporation.

The Corporation shall not be entitled to assume the defense of any Proceeding brought by, or on behalf of, the Corporation or as to which Indemnatee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnatee in the conduct of the defense.

7.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under the Articles of Incorporation and/or this Article, Indemnatee shall submit to the Board or Directors a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitute an "Indemnification Statement").

Submission of an Indemnification Statement to the Board of Directors shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to, or for the benefit of, the Indemnitee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnitee is not entitled to indemnification under the Articles of Incorporation; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnitee shall receive notice of such determination in the form of a record, which shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination shall be made (a) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Proceeding; (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Board of Directors, in which designation Directors who are Parties may participate, consisting solely of two or more Directors not at the time Parties to the Proceeding; or (c) by special legal counsel as provided by RCW 23B.08.550.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

7.3.3 Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of Expenses in advance of a final disposition of the Proceeding must furnish the Corporation, as part of the Indemnification Statement:

(a) a written affirmation, given in the form of a record, of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

(b) a written undertaking, in the form of a record constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined by the final disposition of a court of competent jurisdiction that the Indemnitee did not meet the required standard of conduct.

If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of Expenses shall be granted.

7.3.4 Settlement. The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any Proceeding without the Corporation's consent, given in the form of a record. The Corporation shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's consent, given in the form of a record. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

7.4 Contract and Related Rights.

7.4.1 Contract Rights. The right of an Indemnitee to indemnification and advancement of Expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve, or to continue to serve, in his or her capacity with the Corporation. Such right shall continue as long as the Indemnitee shall be subject to any possible Proceeding. Any amendment to, or repeal of, this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

7.4.2 Optional Insurance, Contracts, and Funding. The Corporation may:

- (a) Maintain insurance, at its expense, to protect itself and any Indemnitee against any Liability;
- (b) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and
- (c) Create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

7.4.3 Severability. If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

7.4.4 Right of Indemnitee to Bring Suit. If (a) a claim under the Articles of Incorporation and/or this Article for indemnification is not paid in full by the Corporation within sixty (60) days after notice of a claim has been received by the Corporation; or (b) a claim under this Article for advancement of Expenses is not paid in full by the Corporation within twenty (20) days after notice of a claim, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither (a) the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such Proceeding that indemnification or reimbursement or advancement of Expenses to the Indemnitee is proper in the circumstances, nor (b) an actual determination by the Corporation (including its Board of Directors or its independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of Expenses, shall be a defense to the Proceeding or create a presumption that the Indemnitee is not so entitled.

7.5 Exceptions. Notwithstanding any other provision herein or in the Corporation's Articles of Incorporation to the contrary, the Corporation shall not be obligated pursuant to the

terms of this Article to indemnify or advance Expenses to Indemnitee with respect to any Proceeding:

(a) Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under the Bylaws, or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate.

(b) Instituted by Indemnitee to enforce or interpret rights under the Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such Proceeding was not made in good faith or was frivolous.

(c) For which any of the Expenses or Liabilities for indemnification being sought have been paid directly to Indemnitee by an insurance carrier under an insurance policy maintained by the Corporation.

(d) If the Corporation is prohibited by its Articles of Incorporation, the Act or other applicable law as then in effect from paying such indemnification and/or advancement of Expenses.

ARTICLE 8 ADMINISTRATIVE PROVISIONS

8.1 Books and Records. The Corporation shall keep the following records at its registered office or its principal office in the State of Washington:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and directors' names and addresses;
- (d) Minutes of the proceedings of its Board of Directors, and any minutes that may be maintained by committees having any of the authority of the Board of Directors;
- (e) Copies of such documents as may be required to be made publicly available under the Code, including copies of its application for recognition of tax-exempt status on Form 1023 and copies of its Form 990 and Form 990-T; and
- (f) Such other records as may be necessary or advisable.

Such records may be made available in any manner and by any means permitted under the Act and the Code, as applicable. All books and records of the Corporation shall be open at any reasonable time to inspection by any director.

8.2 Fiscal Year. The accounting year of the Corporation shall be the twelve (12) months ending December 31.

8.3 Loans to Directors and Officers Prohibited. No loans or advances shall be made by the Corporation to any of its directors or officers or to the Member's directors or officers.

8.4 Rules of Order. The rules contained in the most recent edition of Robert's Rules of Order, newly revised, shall govern all meetings of directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or other rules of order of this Corporation. The Board of Directors may suspend the rules of order during a meeting by affirmative vote a majority of the directors in office.

8.5 Amendment of Bylaws. These Bylaws may be amended or repealed by the affirmative vote of a majority of the directors then in office and with the approval of the Member.

ARTICLE 9 DEFINITIONS

Except as otherwise provided herein, as used in these Bylaws:

9.1. "Corporation" means Society of Diagnostic Medical Sonography Foundation.

9.2. "Deliver" means:

(a) Mail; or

(b) Transmit by facsimile equipment, for purposes of delivering a demand consent, notice, or waiver to the Corporation or one of its officers or directors; or

(c) Make an electronic transmission, in accordance with the officer's or director's consent and Section 4.10 of these Bylaws, for purposes of delivering a demand, consent, notice, or waiver to the Corporation or one of its officers or directors.

9.3 "Electronic transmission" means an electronic communication:

(a) Not directly involving the physical transfer of a record in a tangible medium; and

(b) That may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

9.4 “**Execute**” means:

- (a) Sign, with respect to a written record; or
- (b) Electronically transmit along with sufficient information to determine the sender’s identity; or
- (c) File in compliance with the standards for filing with the office of the secretary of state as prescribed by the secretary of state, with respect to a record to be filed with the secretary of state.

9.5 “**Member**” means Society of Diagnostic Medical Sonography.

9.6 “**Member’s Designated Representative**” means the Member’s President and Chief Executive Officer or other duly appointed officer or representative.

9.7 “**Record**” means information inscribed on a tangible medium or contained in an electronic transmission.

9.8 “**Tangible medium**” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or other tangible material.

9.9 “**Writing**” does not include an electronic transmission.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Society of Diagnostic Medical Sonography Foundation does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the Board of Directors as the Bylaws of said Corporation and that the same do now constitute the Bylaws of this Corporation.

DATED this _____ day of _____, 2013.

_____, Secretary