



AMENDED AND RESTATED BYLAWS

ARTICLE I – Name and Purpose

The name of the association is the Industrial Packaging Alliance of North America (hereinafter "IPANA"), a nonprofit corporation organized under the laws of the District of Columbia. IPANA is a trade association that represents the interests of manufacturers of new industrial packagings in North America and companies that provide goods and services to such manufacturers.

ARTICLE II – Office and Registered Agent

The principal office of IPANA shall be maintained at a location selected by the IPANA Board of Directors. IPANA shall also designate and maintain a registered agent in the District of Columbia in accordance with Title 29 (Business Organizations) of the Code of the District of Columbia and Chapter 4 thereof (Nonprofit Corporations).

ARTICLE III – Membership

3.1 Membership Classes. IPANA shall have three classes of members as follows:

- (i) **Affiliate Members.** This class of members shall consist of the separate and independent trade associations known as the Industrial Steel Drum Institute (ISDI), the International Fiber Drum Institute (IFDI), the Plastic Drum Institute (PDI), and the Rigid Intermediate Bulk Container Association (RIBCA) (each an "Affiliate Member");
- (ii) **Manufacturer Members.** This class of members shall consist of companies that: (A) are members in good standing of at least one (1) Affiliate Member, (B) are members in good standing of all Affiliate Members for which they are eligible for membership, and (C) are engaged in manufacturing new industrial packagings in North America (each a "Manufacturer Member"); and
- (iii) **Associate Members.** This class of members shall consist of companies that: (A) are members in good standing of at least one (1) Affiliate Member, (B) are members in good standing of all Affiliate Members for which they are eligible for membership, and (C) are engaged in providing to Manufacturer Members goods (including, but not limited to, components, accessories, raw materials, and equipment) or services (including, but not limited to, package testing and consulting) (each an "Associate Member;" Manufacturer Members and Affiliate Members are referred to collectively as "Member Companies").

3.2 Application Process. Application for IPANA membership by a prospective Member Company that meets all eligibility requirements in Section 3.1 shall be made by a representative of the prospective Member Company to the IPANA Executive Director, together with any documentation reasonably requested by such Executive Director to establish eligibility. When such application is complete, the Executive Director will notify the Board of Directors of such application, which will become effective ten (10) business days following such notification to the Board.

3.3 Resignation. Except as provided in Section 3.5, any IPANA Member Company may resign from IPANA at any time by providing written notice of such withdrawal to the Executive Director, who shall notify the Board of Directors; such resignation shall be submitted to the Executive Director at least sixty (60) days in advance of it becoming effective.

3.4 Removal. At any meeting of the Board of Directors duly called, any Member Company may be removed from IPANA with cause by a unanimous vote of the Board of Directors. Any Member Company that fails to remit dues when payable to IPANA and/or one (1) or more of the Affiliate Members of which it is a member, or is otherwise found not to be a member in good standing of any such Affiliate Member, automatically shall cease to be a member of IPANA.

3.5 Effect of Resignation or Termination. No resignation or termination of any IPANA Member Company shall relieve such Member Company of any obligation to pay any fees, dues, or other assessments theretofore accrued and unpaid up to the calendar year in which notice of resignation is given. If such notice of resignation is given less than sixty (60) days prior to the end of a calendar year, payment in full shall also be made of all dues and assessments for the next succeeding calendar year, based upon the classification rate the Member Company paid at the time of resignation. An IPANA Member Company that has resigned may reapply to become a Member Company again at a later date, provided that at such time it meets the eligibility requirements of Section 3.1 and has paid in full all dues owed from the period of its prior IPANA Membership in accordance with this Section 3.5.

ARTICLE IV – Meetings of Members

4.1 Conferences. IPANA shall hold at least two (2) conferences per year: an annual conference and a spring conference, at times and in locations approved by the Board of Directors. Each conference shall include an IPANA Board of Directors meeting, and may also include a Board of Directors meeting and a membership meeting for each Affiliate Member.

4.2 Notice of Conferences. Not less than thirty (30) days prior to each IPANA conference, the IPANA Executive Director shall provide each Member Company written notice setting forth the time and place of the conference. The notice shall be delivered electronically to the authorized representative of each Member Company. The notice shall be deemed to be given when sent to the authorized representative at the authorized representative's e-mail address that appears in the IPANA membership database.

ARTICLE V – Dues and Assessments

The IPANA Board of Directors requires that each Member Company pay annual membership dues as a qualification for becoming a member of IPANA. Membership dues for each category of Member Company may be amended by the Board of Directors from time-to-time, and unscheduled assessments may also be levied as deemed necessary by the Board of Directors. Any Member Company that fails to pay any such dues or assessments for a period of five (5) months from the date the dues or assessments

come due, shall have its membership in IPANA terminated. Such dues and assessments shall be assessed and payable independent of any dues or assessments payable by a Member Company in connection with its membership in any Affiliate Member.

ARTICLE VI – Board of Directors

6.1 General Powers. The policies of IPANA shall be determined, and its affairs shall be managed, by the Board of Directors. The Board of Directors may exercise all powers of IPANA and shall have all rights, privileges, and obligations of a board of directors as set forth under the District of Columbia Nonprofit Corporation Act. Directors need not be citizens of the United States, or residents of the District of Columbia.

6.2 Class, Number and Designation of Directors. The number of Directors shall be six (6), consisting of the following two (2) classes:

(a) Voting Directors. This class of Directors shall consist of one (1) Director designated by each Affiliate Member (each such Director hereinafter being referred to as an "Affiliate Director") and one (1) Director elected by the IPANA Associate Members (the "Associate Director"). Affiliate Directors and the Associate Director shall have voting rights. Affiliate Directors and the Associate Director may also designate an Alternate Affiliate Director and Alternate Associate Director, respectively, who shall only have voting rights if their Affiliate Director or the Associate Director are not present at a meeting, and not otherwise voting by proxy.

(b) Non-Voting Directors. This class of Directors shall consist of ex-officio, the Executive Director who shall not have voting rights.

No more than one (1) Director at any time may be a representative of any single Member Company, or parent, or affiliate, or subsidiary of such Member Company.

The number of persons constituting the Board of Directors may be changed from time-to-time by a unanimous vote of the Board of Directors, provided, however, that the number of Directors shall never be less than the minimum number required by the District of Columbia Nonprofit Corporation Act.

6.3 Term. Each Director, other than the Executive Director, shall serve for a term of two (2) years. Each Director, other than the Executive Director, shall either be elected or designated by each respective Affiliate Member prior to the Fall Meeting of the Board of Directors in every year that ends with an even number (i.e., 2022). The Executive Director shall serve as a Non-Voting Director for as long as he or she holds such office.

6.4 Vacancies. In the event of the death, resignation, or removal of an Affiliate or Associate Director, the vacancy shall be filled as soon as possible by the entity entitled to designate such Director pursuant to Section 6.2 hereof. Any Director designated to fill a vacancy shall serve for the entire remaining term of the Director being replaced.

6.5 Regular Meetings. The Board of Directors shall hold two (2) meetings each year, normally occurring during each IPANA spring conference (Spring Meeting) and each annual conference (Fall Meeting). The Board of Directors shall hold additional meetings as required.

6.6 Special Meetings. The Chair of the Board of Directors may call, or upon the petition in writing of a majority of the members of the Board of Directors to the Executive Director, the Executive Director shall call, special meetings of the Board of Directors. The time and place of special meetings shall be approved by the Chair, provided that any special meeting requested by petition as set forth above shall take place no later than thirty (30) days following receipt by the Executive Director of such petition.

6.7 Remote Meetings and Proxy Voting. Directors may participate in a meeting of the Board of Directors by means of conference telephone or online virtual meeting platforms or software by means of which 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 such meeting. A Director may also be represented by his or her Alternate Director, if one has been duly appointed, who may vote in the event of such Director's absence. A Director may vote in person or by proxy, in accordance with the procedures set forth in Chapter 4 (Nonprofit Corporations) of Title 29 (Business Organizations) of the Code of the District of Columbia, § 29-405.22 (Proxy Voting), as may be amended from time to time, or the substantive successor provision thereto. In the event that a Director has duly designated a proxy for a vote in a signed writing pursuant to such provision, such proxy shall vote in lieu of any Alternate Director unless the Director has indicated otherwise in such signed written proxy.

6.8 Notice; Waiver of Notice. Notice of the time and place of each meeting of the Board of Directors shall be electronically delivered to each Director at the Director's e-mail address that appears in the IPANA membership database at least three (3) days before the date of the meeting.

6.9 Quorum. A majority of the Directors entitled to vote upon an issue shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless otherwise required by law, the Articles of Incorporation or these bylaws. If a quorum is not present at any meeting of the Board of Directors, those Directors present may adjourn the meeting, without notice other than an announcement at the meeting, until a quorum shall be present.

6.10 Action by Majority Vote. Except as required by law, the Articles of Incorporation or these bylaws, any action by a majority of the Directors entitled to vote and present at a meeting at which a quorum is present shall be deemed the action of the Board of Directors.

6.11 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all members of the Board of Directors consent in writing to the adoption of a resolution authorizing the action, and the written resolution and consents are filed with the minutes of proceedings of the Board of Directors.

6.12 Removal or Resignation of Directors.

(a) **Removal.** An Affiliate Director or the Associate Director may be removed with or without cause by the entity which designated such Director. Any Director may be removed at any time For Cause (as defined below) by at least a three-fourths (3/4^{ths}) affirmative vote of the Board of Directors. For purposes of these bylaws the term "For Cause" means: (i) willful misconduct in connection with misappropriating any funds or property of IPANA; (ii) excessive absenteeism from meetings of the Board of Directors following prior notice and a reasonable opportunity to cure; or (iii) willfully engaging in conduct which the Board of Directors determines is demonstrably injurious to IPANA, monetarily or otherwise, including the commission of any acts that may negatively affect the name and reputation of IPANA.

(b) Resignation. Any Director may resign by electronically delivering his or her written resignation to the Chair or the Executive Director. Such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the happening of some other event, but in no event shall any such resignation be effective later than thirty (30) days after it is given.

6.13 Committees of Directors.

(a) Formation; Powers. The Board of Directors may by resolution or written consent designate an executive committee and one or more other committees, each to consist of one or more Directors, which, to the extent provided in the resolution or written consent, may exercise the powers of the Board of Directors in the management of the business and affairs of IPANA, except that no such committee shall: (i) make, alter or repeal the Articles of Incorporation or any bylaw of IPANA; (ii) elect or appoint any Director, or remove any Officer or Director; (iii) approve any merger; or (iv) amend or repeal any resolution theretofore adopted by the Board of Directors which by its terms is amendable or repealable only by the Board of Directors. The Board of Directors may by resolution or written consent: (i) fill any vacancy in any such committee; (ii) appoint one or more Directors to serve as alternate members of any such committee, to act in the absence or disability of members of any such committee with all the powers of such absent or disabled member(s); (iii) abolish any such committee at its discretion; or (iv) remove any Director from membership on any such committee at any time, with or without cause.

(b) Term. Members of a committee shall serve for a term of one (1) year or until their earlier resignation, removal with or without cause, or death, or until the committee shall be sooner terminated.

(c) Meetings. Meetings of a committee may be held within or without the District of Columbia. A majority of any such committee may fix the time and place of its meetings. Each committee shall keep records of its actions, and report such actions to the Board of Directors and its Chair.

(d) Quorum. A majority of the then serving members of any committee entitled to vote upon an issue shall constitute a quorum. Any action of the majority of those present at a meeting at which a quorum is present shall be deemed the action of the committee, except when a committee has only two members, then any action must be by unanimous consent.

6.14 Compensation. IPANA shall not pay any compensation to any member of the Board of Directors for services rendered to IPANA as a Voting Director, except that Directors may be reimbursed for actual expenses incurred in the performance of their duties to IPANA, in amounts as approved by a majority of the entire Board of Directors. The Executive Director shall be compensated for his or her services, either as an employee or under a contract for services, as approved by a majority of the entire Board of Directors.

ARTICLE VII – Officers, Agents, Employees, and Consultants

7.1 Officers. Officers shall be members of the Board of Directors. The Officers of IPANA shall consist of a Chair, a Vice Chair, a Secretary, and a Treasurer, each to have such duties and authority as are provided in these bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. No instrument required to be signed by more than one (1) Officer may be signed by more than one (1) person in more than one (1) capacity.

7.2 Election of Officers. The Officers shall be elected by the Board of Directors at the Fall Meeting of the Board of Directors in a year that ends with an even number (i.e., 2022) after a nomination or self-nomination is received at least 30 days prior to the aforementioned Fall Meeting of the Board of Directors.

7.3 Term. Each Officer shall serve for a term of two years.

7.4 Resignation and Removal. Any Officer may resign by electronically delivering his or her written resignation to the Chair or the Executive Director. Such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the happening of some other event. Any Officer may be removed at any time, For Cause, by at least a three-fourths (3/4^{ths}) affirmative vote of the Board of Directors. For purposes of this Section 7.4, the term "For Cause" means: (i) willful misconduct in connection with misappropriating any funds or property of IPANA; (ii) excessive absenteeism from meetings of the Board of Directors following prior notice and a reasonable opportunity to cure; or (iii) willfully engaging in conduct which the Board of Directors determines is demonstrably injurious to IPANA, monetarily or otherwise, including the commission of any acts that may negatively affect the name and reputation of IPANA.

7.5 Vacancies. Subject to the other terms and conditions of this Article VII, a vacancy in any office caused by resignation, removal or death may be filled for the unexpired term of the predecessor in office by the Board of Directors at any regular or special meeting.

7.6 Chair. The Chair shall be an Affiliate Director and shall preside at all meetings of the Board of Directors except when unavoidably and unexpectedly absent.

7.7 Vice Chair. The Vice Chair shall be an Affiliate Director. The Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and shall perform such other duties and have such other powers as the Board of Directors may from time-to-time prescribe.

7.8 Treasurer. The Treasurer shall be a Director. The Treasurer shall have access to the funds and securities of IPANA, review and approve monthly financial documents such as, but not limited to, banking statements, investment firm statements, credit card reconciliation statements, profit-and-loss statements, and final yearly financial statements. The Treasurer and the Executive Director shall be responsible for the preparation and filing of any financial reports required by law or regulation.

7.9 Secretary. The Executive Director shall serve as the Secretary unless the Board of Directors by majority vote appoints a different Director to serve as Secretary. The Secretary shall: (a) act as Secretary of all meetings of the Board of Directors and of such committees as the Board of Directors shall specify; (b) keep the minutes thereof in the proper corporate book or books of IPANA; (c) see that all reports, statements and other documents required by law are properly kept and filed; and (d) perform all duties incidental to the office of Secretary and such related duties as may from time-to-time be assigned by the Board of Directors or the Chair. The books, records and papers kept by the Secretary shall at all times be subject to the inspection, supervision and control of the Board of Directors and the Chair. At the expiration of his or her term of office, the Secretary shall immediately surrender to his or her successor in office all books, records, papers and other properties of IPANA.

7.10 Agents, Employees, and Consultants. The Board of Directors may retain agents, employees, and consultants who shall have such authority and perform such duties as may be prescribed by the Board of Directors. The Board of Directors may remove any agent, employee, or consultant at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, but, the appointment of such person shall not itself create contract rights.

7.11 Executive Director. The Board of Directors shall appoint or retain an Executive Director who shall be responsible for the day-to-day operations of IPANA, allocate its resources, and represent its members' interests.

7.12 Compensation of Officers, Agents, Employees, and Consultants. Subject to the limitations in Section 6.14 hereof, any Officer, employee, agent of, or consultant to IPANA is authorized to receive compensation for services rendered.

ARTICLE VIII – Contracts, Checks, and Bank Accounts

The Executive Director shall recommend the financial institutions he or she deems proper for the funds of IPANA and the Board of Directors shall approve any recommendations before being finalized. The Executive Director shall be authorized on IPANA's behalf to: (i) execute checks, drafts, ACH payments, or other orders for the payment of funds; (ii) execute acceptances, notes, or other evidences of indebtedness; and (iii) enter into contracts or execute and deliver other documents and instruments as prescribed in the IPANA Financial Policy.

ARTICLE IX – General Provisions

9.1 Fiscal Year. The fiscal year of IPANA shall begin on the first day of January in each year and end on the last day of December in each year.

9.2 Allocation of Funds. The Board of Directors shall have general authority over the use of IPANA's funds.

9.3 Waiver of Notice. Whenever any notice is required, the person entitled to receive such notice (the "Recipient") may waive notice in writing signed by the Recipient or the Recipient's duly authorized attorney. The appearance of the Recipient at the respective meeting in person or by proxy, shall be deemed equivalent to receipt of notice.

9.4 Loans to Directors and Officers. No loans shall be made by IPANA to its Directors or Officers.

9.5 Operating Budget. An annual IPANA operating budget shall be prepared by the Executive Director and submitted to the Board of Directors each year by the 30th day of September. The annual operating budget submitted shall be approved by the Board of Directors each year by the 31st day of October.

9.6 Books and Records. There shall be kept at either the principal office of IPANA, or its current business operations vendor, correct books of accounts of all the business and transactions of IPANA. All books and records of IPANA may be inspected at a reasonable time by any Director, or his or her agent or attorney, for any proper purpose upon fifteen (15) days written notice to the IPANA Secretary.

9.7 Internal Accounting Reviews and Periodic Formal Audits. The Board of Directors shall require either the Executive Director, or the current IPANA business operations vendor, to conduct, at least annually, an internal review of the safeguards and controls for the keeping of IPANA's books and accounting records. The Board of Directors at its discretion may at any time require an independent professional be engaged to compile, review or audit the financial statements and supplementary information of such books and records.

9.8 Severability. Any determination that any provision of these bylaws is for any reason inapplicable, illegal, or ineffective shall not affect or invalidate any other provision of these bylaws.

ARTICLE X – Duration and Dissolution

The duration of IPANA shall be perpetual, except that it may be dissolved in the manner provided by the District of Columbia Nonprofit Corporation Act. If for any reason IPANA is to be dissolved or otherwise terminated, no part of the property of IPANA or any of the proceeds shall be distributed to or inure to the benefit of any of the Directors of IPANA. Upon dissolution of IPANA: (ii) all property and proceeds of IPANA shall, subject to the discharge of valid obligations of IPANA (including without limitation payment of any amounts due to the Executive Director for services rendered to date and any valid expenses), and to the applicable provisions of the District of Columbia Nonprofit Corporation Act, be distributed as directed by a vote of the Board of Directors exclusively for the purposes of IPANA, among one (1) or more entities of the type which qualify for exemption under Sections 501(c)(3) or 501(c)(6) of the United States Internal Revenue Code of 1986, as amended (or corresponding future provisions of the federal tax law).

ARTICLE XI – Indemnification and Insurance

11.1 Indemnification. Unless otherwise prohibited by law, IPANA shall indemnify any Director or Officer against expenses (including, without limitation, attorney's fees) actually and necessarily incurred by him or her or imposed on him or her in connection with the defense of any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) in which he or she is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he or she shall be adjudged in such claim, action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. Such indemnification shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled, under any bylaw, agreement, vote of the Board of Directors, or otherwise.

11.2 Insurance. IPANA shall purchase and maintain insurance to indemnify it, and its Board of Directors, for any obligation that it incurs as a result of a decision by the Board of Directors to indemnify any Directors, Officers or employees.

ARTICLE XII – Amendments

These bylaws, or any one or more of the provisions thereof, may only be altered, amended or repealed and new bylaws may only be adopted by a majority vote of the entire Board of Directors at any meeting of the Board of Directors; provided, however that any bylaw requiring an affirmative vote of at least three-fourths (3/4^{ths}) of the Board of Directors entitled to vote thereon may only be amended by an affirmative vote of at least three-fourths (3/4^{ths}) of the Board of Directors at any special meeting of the Board of Directors called for the purpose of amending such bylaw, and provided further that any bylaw requiring a unanimous vote of the Board of Directors may only be amended by a unanimous vote of the Board of Directors at any meeting of the Board of Directors.

ARTICLE XIII – Conflict-of-Interest Policy

The Board of Directors has, with advice of counsel, adopted a written conflict-of-interest policy and requires each Director to biennially certify in writing their compliance with such policy, as a condition for obtaining or maintaining the position of Director, and as a precondition for voting.

ARTICLE XIV – Antitrust Guidelines

The Board has adopted the IPANA Antitrust Guidelines (dated January 15, 2003) to comply with the antitrust laws of the United States and the business competition laws of other nations. Each meeting of the Board shall begin with a reminder of the need for strict compliance with such laws.

Amended and Restated: October 11, 2022 (IPANA 2022 Fall Board of Directors Meeting)