

JOINT VENTURE POLICY OF GENDEREQUAL, INC.

ARTICLE 1 – General

This Joint Venture Policy of GenderEqual, Inc. (hereinafter referred to as the “Corporation”) requires that the Corporation evaluate its participation in joint venture arrangements under federal tax law and take steps to safeguard the Corporation’s tax-exempt status with respect to such arrangements. It applies to any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity as further defined in this policy.

ARTICLE 2 – Joint Ventures or Similar Arrangements with Taxable Entities

For the purposes of this policy, the term “Joint Venture” is defined as any arrangement, including contractual or more formal arrangements undertaken through a limited liability company, partnership, or other entity, through which the Corporation and another entity jointly undertake any activity or business venture, or otherwise agree to joint ownership of any asset. A Joint Venture may include both taxable and tax-exempt activities, and is considered a Joint Venture without regard to:

- a. Whether the Corporation controls the Joint Venture
- b. The legal structure of the Joint Venture
- c. Whether the Joint Venture is taxed as a partnership or as an association or corporation for federal income tax purposes

ARTICLE 3 – Safeguards to Ensure Exempt Status Protection

Before making any decision to participate in a Joint Venture, the Corporation will ensure that the Joint Venture furthers the Corporation’s tax-exempt purposes and will negotiate at arm’s length contractual and other terms of participation that safeguard the Corporation’s exemption from federal and state income taxes. Such terms shall be in writing in the operating agreement of the Joint Venture and shall include the following minimum requirements:

- a. With respect to any whole Joint Venture (that is, a Joint Venture in which the Corporation contributes substantially all of its assets to the enterprise), the Corporation’s control over the Joint Venture through fifty-one percent (51%) or more of the voting rights and/or veto power
- b. With respect to any ancillary joint venture (that is, a joint venture to which a portion of the Corporation’s resources are contributed), the Corporation would, at a minimum, maintain sole control over the tax-exempt aspects of the Joint Venture and would have voting and ownership interests in the Joint Venture that are consistent with the Corporation’s capital contributions
- c. A requirement that any subsequent contract with the Corporation’s partner in the Joint Venture be negotiated at arm’s length and for fair market value
- d. A requirement that the Joint Venture give priority to the Corporation’s tax-exempt purposes over maximization of profit for the participants of the Joint Venture
- e. A prohibition on activities that would jeopardize the Corporation’s tax-exempt status

Where there is any question as to whether a particular Joint Venture may pose a risk to the Corporation’s tax-exempt status, a decision to enter into such Joint Venture will be made only in consultation with legal and/or tax counsel.