

BYLAWS
of
POTATO SUSTAINABILITY ALLIANCE, INC.

ARTICLE I: PURPOSE AND MISSION

The purpose of Potato Sustainability Alliance, Inc. (“PSA” or the “Alliance”) is to catalyze improvements and build solutions related to potato production through collaboration to accelerate widespread adoption of sustainable agricultural practices in the United States and Canada that protect the environment and promote the common good. These activities include measuring and benchmarking sustainability performance, creating harmonized sustainability standards, collaborating with partners and researchers to improve sustainability performance, engaging in communication, outreach and education, and conducting fundraising.

ARTICLE II: MEMBERSHIP

2.1. Expectations. All members of the Alliance are committed to making potato production more sustainable. Member responsibilities include:

- (a) Support the purpose and work of the Alliance.
- (b) Commit to support the work of the Alliance and its committees and subcommittees, including provision of expertise when appropriate.
- (c) Provide active leadership to the Alliance in the area that the member represents.
- (d) Communicate agreed to positions of the Alliance to the organization or company the member represents.
- (e) Comply with the Alliance Membership Agreement, as well as all applicable rules and laws including anti-trust and confidentiality.
- (f) Make appointments to or vote for the Alliance Board of Directors.

2.2. Voting Members.

(a) Any agricultural supply chain member organization or non-profit organization concerned with the sustainability of agricultural supply chains and in agreement with the mission and principles of the Alliance shall be eligible as a full member of the Alliance (a “Voting Member”). The Board shall have the power to designate additional requirements for membership.

(b) Each Voting Member is entitled to one vote and may be eligible to serve as a Director on the Board, subject to the composition requirements of Section 4.3. Voting Members shall designate one person to exercise its membership vote by providing notice of that designation to the Board. A Voting Member’s right to vote shall cease upon lapse of membership for failure to pay dues or by resignation or removal.

2.3. Non-Voting Members. The Alliance permits Non-Voting Members to join the Alliance. The following privileges govern these non-voting participants.

(a) Affiliate. Universities, government agencies, and other organizations concerned with the sustainability of agricultural supply chains and in agreement with the mission and principles of the Alliance are eligible to join as an Affiliate non-voting member and shall be entitled to all privileges of full membership other than voting and holding elected office.

(b) Associate. Any organization concerned with the sustainability of agricultural supply chains and in agreement with the mission and principles of the Alliance is eligible to join as an Associate non-voting member and attend Alliance general meetings and other member-only events. Associate members may observe but not participate, and are not eligible to vote or hold elected office. Certain types of organizations, including consultants, are eligible only for associate memberships.

2.4. Observers. Individuals wishing to participate in the Alliance as an observer who do not have prior invitation from the Board can make a written submission indicating interest to the Alliance. The Board must approve prospective observers before they may participate.

2.5. Other Classes of Membership. The Board of Directors may establish and define additional classes of membership by resolution adopted by not less than two-thirds (2/3) of the Voting Members.

2.6. Dues Assessment. Dues shall be determined annually by the Board. Dues may be reduced at the discretion of the Board. Any member that wishes to reduce its membership dues must disclose their financial situation in a transparent manner to the Board.

2.7. Revocation of Membership. The Board may revoke a Member's membership when such revocation is in the best interests of the Alliance, consistent with the Alliance's Membership Policy.

ARTICLE III: MEETINGS OF MEMBERS

3.1. Annual Meeting of Members. The Alliance shall meet in person (the "Annual Meeting of Members") at least once per year. The agenda for the Annual Meeting of Members shall include but not be limited to the following:

- Reports from committees;
- Annual financial statements/budget submitted to members for review;
- Amendment of bylaws provisions that affect member rights, if any;
- Election of directors, as appropriate; and
- Any other business that may come before the members.

3.2. Special Meetings. Special meetings of the Members may be held at the call or the request of the Chair, a majority of the Board, or the request of at least twenty percent (20%) of the Members. Notice of the time and place shall be given in sufficient time for the convenient assembly of the Members.

3.3. Attendance and Voting. Attendance at the Annual Meeting and any Special Meeting is open to all Voting and Non-Voting Members and invited guests. All matters submitted to the members are determined by a majority vote of those Voting Members present and voting. Observers may attend meetings at the discretion of the Board.

3.4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members who have at least two-thirds (2/3) of the total voting power of the Members constitutes a quorum at all meetings of the Members.

3.5. Proxies. Proxy voting is allowed. An appointment of proxy is effective when received by the Secretary prior to the relevant vote. A proxy appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.

3.6. Conduct of Meetings. The Chair shall preside over all meetings of the members. The Secretary shall keep the minutes of the meeting in electronic format, including all resolutions adopted at the meeting and all transactions occurring at the meeting. The Chair shall follow the Robert's Rules of Order and encourage diverse views, consistent with the Alliance's Membership Policy.

3.7. Action by Written Consent. Any member vote may be taken without a meeting if at least two-thirds (2/3) of the Voting Members approve the vote in writing, including by email, consistent with Wisconsin statutes.

3.8. Notice of Meetings.

(a) The Secretary shall notify each member of each Annual Meeting of Members and each special meeting, stating the time and place of the meeting, and in the case of a special meeting, the purposes of the special meeting.

(b) Notice of the Annual Meeting of Members shall be given at least thirty (30) days before the meeting. Written ballots shall be given at least twenty-one (21) days before the Annual Meeting of Members. Notice of regular and special meetings shall be given at least ten (10) days before the meeting.

(c) Notice may be waived by signing a waiver of notice.

3.9. Action by Written Ballot. An action that may be taken at a regular, annual or special meeting of the members may be taken by written ballot without a meeting in accordance with the procedures set forth the Alliance's Membership Policies.

ARTICLE IV: BOARD OF DIRECTORS

4.1. General Powers. The management, control and operation of the affairs and properties of this Alliance are vested in the Board of Directors of the Alliance (the “Board”). The Board is responsible for planning, coordinating, communicating and managing all Alliance activities, including the establishment of committees and technical working groups to assist the Board in carrying out the business and affairs of the Alliance. The Board may adopt such rules and regulations for the conduct of business as deemed advisable and may in the execution of the powers granted, delegate certain authority and responsibility to agents of the Alliance.

4.2. Expectations. Members of the Board of Directors are responsible for working towards achieving the collective interest of the Alliance rather than the interest and views of their respective constituency group or those of their own organization or personal interest.

4.3. Composition of the Board.

(a) The Board shall consist of no fewer than fifteen (15) and no more than thirty (30) persons (the “Directors”) who shall be elected pursuant to Article 4.6. The exact number of Directors shall be determined from time to time by resolution of the Board. When vacancies among the Directors occur by reason of death, resignation, failure of qualification, removal, or otherwise, the number of Directors shall be reduced by such vacancies until qualified replacements are named by the Board.

(b) Only Voting Members are eligible to become Directors. The Directors shall consist of persons who support the purpose of the Alliance, consistent with the Board Governance Policies, adopted by the Board. Other qualifications for Directors and criteria for the selection process may be established from time to time by the members.

(c) The composition of the Board shall be distributed to reflect member constituencies, as follows. If a membership constituency is not able to fill one of its seats, that seat shall remain vacant until there is an appropriate appointee or candidate from that membership constituency. No member organization or company may hold more than one seat.

- Growers: 6 seats (3 U.S. to be nominated by National Potato Council, 3 Canada to be nominated by Canadian Horticultural Council, in accordance with the Alliance’s Nominating Committee Policy)
- Processors: 6 seats
- Fresh Packers: 3 seats
- Buyers: 3 seats
- NGO’s: 2 seats
- Allied Industry: 2 seats
- At-large: 2 seats

This distribution of Director positions shall be reviewed every three (3) years, consistent with the Alliance’s Board Governance Policies.

(d) Four (4) of the Processor seats shall be held by the Founding Members: J.R. Simplot Company, McCain Foods, Lamb Weston and Cavendish Farms, or their successors. These Founding Members shall be ex-officio voting Directors and may continue as ex-officio voting Directors until the end of 2029, at which time those four seats shall no longer be reserved for the Founding Members but shall remain Processor seats.

(e) The immediate past Chair may be invited to participate in meetings of the Board in an advisory capacity but shall have no vote.

4.4. Term. Directors shall serve a term of three (3) years or until such Director's successor is appointed and qualified. The terms of the Board shall be staggered so that approximately one-third (1/3) of the Director terms expire each year, distributed among the Director constituencies in Article 4.2. No Director may serve for more than two (2) consecutive full terms. After an absence of one (1) year from the Board, an individual shall become eligible again for election to the Board. Partial terms do not count as a full term. Founding Member Directors are not subject to term limits until 2029.

4.5. Resignation/Removal/Vacancy.

(a) Resignation. A resignation by a Director must be in writing and is effective when received by the Chair or Secretary. A Director who fails to attend three (3) consecutive meetings of the Board is deemed to have resigned, unless otherwise determined by the Board.

(b) Removal. A Founding Member Director and a Grower Director may be removed and replaced by its appointing member at any time. Other than ex-officio Founding Member Directors and Grower Directors, any Director may be removed from the Board with or without cause by a vote of two-thirds (2/3) of all Voting Members. The Director who is subject to the vote shall be recused and shall not be counted for the purpose of calculating the two-thirds member threshold.

(c) Vacancy. When vacancies occur on the Board, a replacement Director shall be named by the Board and shall serve until the next Annual Meeting or, if no replacement is named, the number of Directors shall be reduced by such vacancies until the next Annual Meeting. At no time will the number of Directors be fewer than three (3).

4.6. Nominations and Election.

(a) The Founding Members shall each appoint one (1) ex-officio Director. Each Founding Member shall notify the Board of its appointment.

(b) The Grower Directors shall be nominated in accordance with the Alliance's Nominating Committee Policy. The National Potato Council (NPC) shall nominate three (3)

Directors and the Canadian Horticulture Council (CHC) shall nominate three (3) Directors. Each Grower member shall notify the Board of its nomination.

(c) Other than the Founding Member Directors, all other Directors shall be elected by the Voting Members, consistent with the Nominating Committee Policy, adopted by the Board.

4.7. Annual Meeting of Directors. The Alliance shall hold an Annual Meeting of Directors after the Annual Meeting of Members at a time to be fixed by the Board. The agenda for the Annual Meeting of Directors shall include but not be limited to the following:

- Election of officers; and
- Determination of general and fiscal programs and all other policies of the Alliance.

4.8. Regular and Special Meetings. Regular meetings of the Board shall be held at such times and at such place as the Chair may designate. Special meetings of the Board may be called by the Chair, or by at least a majority of the Directors of the Alliance at such time and place as the Directors calling the meeting may specify and in accordance with the notice requirements of this Article 4.

4.9. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present, those Directors present may adjourn the meeting from time to time without further notice.

4.10. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board except where otherwise provided by law or by these Bylaws.

4.11. Action without a Meeting. Any Director vote may be taken without a meeting if at least two-thirds (2/3) of the Directors approve the vote in writing, including by email, consistent with Wisconsin statutes.

4.12. Compensation. Directors will not be paid compensation for their services as Directors provided that nothing herein contained will be construed to prohibit payment of compensation to an individual who serves as a Director for services rendered to the Alliance in another capacity.

4.13. Meetings by Electronic Means of Communication. Members of the Board or any committee of the Board may conduct any regular or special meeting via any electronic means of communication that allows simultaneous exchange of dialogue, such as teleconference or web-based conference. Participation in such manner shall constitute presence in person for the purposes of these Bylaws.

4.14. Notice. Meetings require forty-eight (48) hours' advance written notice to each Director. A meeting at which the amendment or repeal of the Bylaws or the adoption of new

Bylaws or the removal of a Director is to be considered requires seven (7) days' advance written notice. Notice may be given by email.

4.15. Conflict of Interest. The Board shall adopt and abide by a Conflict of Interest Policy.

ARTICLE V: OFFICERS

5.1. Officers. The officers of the Alliance are a Chair, a Vice-Chair, a Secretary, and a Treasurer of the Alliance (the "Officers"). Officers must be Directors and must have served at least one (1) year as a Director. An individual may not serve in more than one officer position at one time. No more than two officer positions may be filled by one membership constituency.

5.2. Election. The Officers shall be elected by the Board at the Annual Meeting of Directors. A majority vote wins for each position.

5.3. Term of Office. Officers shall be elected for two-year terms. The terms shall be staggered such that one-half (1/2) of the officer terms expire each year. Officers shall serve until their successors are elected. If a Director's term expires during the Officer term, the Officer position will be terminated and a new Officer will be selected by the Board. The new Officer would fill the remainder of that term.

5.4. Removal. Any Officer of the Alliance may be removed from office at any time with or without cause by a two-thirds (2/3) vote of all of the Directors. The Officer who is subject to the vote shall be recused and shall not be counted for the purpose of calculating the two-thirds threshold.

5.5. Chair. The Chair will preside at all meetings of the Board and the membership meetings. The Chair will have the necessary authority and responsibility for the administration of the affairs of the Alliance subject only to such Bylaws as may be adopted and such orders as may be issued by the Board of Directors. The Chair will advise and make recommendations to the Board relating to the operation and long-range planning of the Alliance. The Chair may sign with the Secretary or other proper officer of the Alliance authorized by the Board any deeds, bonds, contracts or other instruments which the Board has authorized to be executed and shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board.

5.6. Vice-Chair. The Vice-Chair will have such duties as determined from time to time by the Board. The Vice-Chair will discharge the duties of the Chair in the event of his or her absence or inability to act, in order of rank. The Vice-Chair will assist the Chair in the performance of his or her duties as the Chair directs, including coordinating Board and member meetings and annual elections.

5.7. Secretary. The Secretary will sign documents of the Alliance from time to time as required; perform such duties as may be assigned by the Chair; will keep the minutes of the meetings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; and be custodian of the corporate records. The Secretary shall provide a copy of the minutes to each Board member following a Board meeting and to the general membership after the Annual Meeting of Members. The Secretary shall keep a record of past and current Officers, Board members, committee members, and the general membership.

5.8. Treasurer. The Treasurer will be responsible for the custody of the funds and securities of the Alliance which will come into the Treasurer's hands and will advise the Board respecting its financial condition and the handling of its monies and investments and perform such additional duties as may be assigned to the Treasurer by the Chair. The Treasurer shall provide to the Secretary a list of paid members in advance of the Annual Meeting of Members.

ARTICLE VI: EXECUTIVE DIRECTOR

The Corporation is authorized to employ an Executive Director, who shall serve at the pleasure of the Board at compensation prescribed by the Board. The Executive Director shall have authority, subject to such rules as may be prescribed by the Board and consistent with the Corporation's personnel policies, to appoint and terminate such agents and employees of the Corporation as he or she shall deem necessary, to prescribe their powers, duties, and compensation, and to delegate authority to them. In general, the Executive Director shall have authority to execute and sign documents on behalf of the Corporation as an agent of the Corporation as set forth in Board policy. The Executive Director shall receive notice of and attend all meetings of the Board except during those parts of meetings when the subject is the Executive Director or any issue related to the Executive Director's employment. The Executive Director may participate in all discussions but shall have no vote.

ARTICLE VII: COMMITTEES OF THE BOARD OF DIRECTORS

The Alliance may have an Executive Board and such other committees as determined by the Board.

(a) The Executive Board shall consist of the Officers of the Alliance. The Executive Board shall have and may exercise, when the Board is not in session and without specific delegation, all of the powers of the Board in the management of the affairs of the Alliance, except action with respect to election of officers or the filling of vacancies on the Board or on committees.

(b) All other committees and subcommittees shall have only the authority delegated to them by the Board. Committee and subcommittee chairs report to the Board but are not required to be Directors.

ARTICLE VIII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.1. Contracts. The Board may authorize any officer or officers, agent or agents of the Alliance, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance, and such authority may be general or confined to specific instances.

8.2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Alliance, will be signed by such officer or officers, agent or agents of the Alliance and in such manner as is from time to time to be determined by resolution or policy of the Board of Directors. In the absence of such determination by the Board, such instruments will be signed by the Treasurer and countersigned by the Chair or a Vice-Chair of the Alliance.

8.3. Deposits. All funds of the Alliance will be deposited from time to time to the credit of the Alliance in such banks, trust companies or other depositaries as the Board may elect.

8.4. Gifts. The Board may accept on behalf of the Alliance any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Alliance.

8.5. Books and Accounts. The Alliance will keep or cause to be kept correct and complete books and records of account and also keep minutes of the proceedings of the Board and its committees. In addition, the Alliance will cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf, and will perform an annual audit of its finances.

ARTICLE IX: INDEMNIFICATION

To the fullest extent authorized by Wisconsin statutes, the Alliance shall indemnify each Director, officer and employee of the Alliance.

9.1. Indemnification. The Alliance shall, to the fullest extent authorized by Chapter 181, Wis. Stats., indemnify each Director and officer of the Alliance against reasonable expenses and against liability incurred by a Director or officer in a proceeding in which he or she was a party because he or she was a Director or officer of the Alliance. These indemnification rights shall not be deemed to exclude any other rights to which the Director or officer may otherwise be entitled. The Alliance shall indemnify any employee who is not a Director or officer of the Alliance, to the extent the employee has been successful on the merits or otherwise in defense of a proceeding, for all reasonable expenses incurred in the proceeding if the employee was a party because he or she was an employee of the Alliance. The Alliance may, to the fullest extent authorized by Chapter 181, Wis. Stats., indemnify, reimburse, or advance expenses of Directors, officers, or employees.

9.2. Limited Liability of Directors, Officers. Except as provided in Subsections (2) and (3) of Wisconsin Statutes Section 181.0855, a Director or officer is not liable to the Alliance, its members or creditors, or any person asserting rights on behalf of the Alliance, its members or

creditors, or any other person, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a Director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the following:

- (a) A willful failure to deal fairly with the Alliance or its members in connection with a matter in which the Director or officer has a material conflict of interest;
- (b) A violation of criminal law, unless the Director or officer had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful;
- (c) A transaction from which the Director or officer derived an improper personal profit or benefit; or
- (d) Willful misconduct.

9.3. Limited Liability of Volunteers. Except as provided in Section 181.0670(3), Wis. Stats., a volunteer (as defined in Section 181.0670, Wis. Stats.) is not liable to any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from any act or omission as a volunteer, unless the person asserting liability proves that the act or omission constitutes any of the following:

- (a) A violation of criminal law, unless the volunteer had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful;
- (b) Willful misconduct;
- (c) If the volunteer is a director or officer of the corporation, an act or omission within the scope of the volunteer's duties as a director or officer;
- (d) An act or omission for which the volunteer received compensation or anything of substantial value instead of compensation; or
- (e) Negligence in the practice of a profession, trade or occupation that requires a credential, as defined Wisconsin Statutes Section 440.01 or other license, registration, certification, permit or approval, if the volunteer did not have the required credential, license, registration, certificate, permit or approval at the time of the negligent act or omission.

9.4. Purchase of Insurance. The Alliance may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Alliance, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Alliance at rates and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Alliance, and whose

determination shall be conclusive, against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Alliance would have the power to indemnify him or her against such liability under the provisions of this Article IX.

ARTICLE X: FISCAL YEAR

The fiscal year of the Alliance is the calendar year. The Director and officer terms shall be the fiscal year, unless the Board determines otherwise.

ARTICLE XI: AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws may be adopted only with the approval of two-thirds (2/3) of all Voting Members and with at least thirty (30) days' notice.

ARTICLE XII: DISSOLUTION

This Alliance shall be dissolved upon the affirmative vote of two-thirds (2/3) of all Directors of the Alliance followed by approval by a majority vote of those Voting Members present at a meeting with a quorum. The assets shall be distributed consistent with the Alliance's Articles of Incorporation.

Adopted this ___ day of _____, 2020.

Printed Name:

Officer Title: