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**BYLAWS OF
ASSOCIATION OF CERTIFIED FRAUD EXAMINERS
(A NON-PROFIT CORPORATION)**

ARTICLE ONE

OFFICES

Section 1.01 Principal Office. The principal office of the Corporation shall be 716 West Avenue, Austin, Texas 78701.

Section 1.02 Registered Office. The registered office of the Corporation shall be 716 West Avenue, Austin, Texas 78701. The address of the registered office of the Corporation may be changed from time to time by the Board of Regents without amendment of these By-Laws. Upon a change in the address of the registered office of the Corporation, the Corporation shall file the appropriate statements with the Secretary of State of the State of Texas as may be required by the Texas Non-Profit Corporation Act, as amended.

Section 1.03 Other Offices. The Corporation may also have offices at other places within or without of the State of Texas where the Corporation is qualified to do business as the Board of Regents may from time to time designate or the business of the Corporation may require.

ARTICLE TWO

BOARD OF REGENTS

Section 2.01 Board of Directors. The Board of Directors of the Corporation shall be called the Board of Regents. The Board of Regents shall have all of the powers, rights, and duties assigned to the Board of Directors under the Texas Non-Profit Corporation Act.

Section 2.02 Duties of Regents. A Regent shall not have the duties of a trustee of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 2.03 Authority and Number. The affairs of the Corporation shall be managed by a Board of Regents, consisting of five (5) members who are Certified Fraud Examiners but who need not be a resident of any particular state.

Section 2.04 Chairman. The Board of Regents shall elect its own chairman and vice-chairman. The chairman and vice-chairman of the Board of Regents shall have such powers and shall perform such duties as shall be designated by the Board of Regents. The chairman and

vice-chairman of the Board of Regents shall serve until their successors are chosen and qualified but may be removed at any time by the affirmative vote of a majority of the Board of Regents.

Section 2.05 Vacancies. Any vacancy occurring in the Board of Regents (by death, resignation, removal or otherwise) may be filled by an affirmative vote of the remaining Regents at a meeting specially called for that purpose. A Regent elected to fill a vacancy shall be elected for the remaining unexpired term in office.

Section 2.06 Meetings. The Board of Regents shall meet twice a year. One meeting shall occur in Austin, Texas no later than March 31 of each year. A second annual meeting shall be held at the Annual Conference of the Association of Certified Fraud Examiners at such time and place as is appointed for the Annual Conference. Each Regent shall receive proper notice of the time and date of each meeting.

Section 2.07 Quorum; Majority Vote. At meetings of the Board of Regents, a majority of the total of Regents fixed by these By-Laws shall constitute a quorum for the transaction of business. The act of a majority of the Regents present at any meeting at which a quorum is present shall be the act of the Board of Regents. Any regular meeting of the Board of Regents may be adjourned from time to time without notice other than announcement at the meeting whether a quorum is present or not and reconvened to transact any business which might have been transacted at the original meeting noticed.

Section 2.08 Amendment of Bylaws. The Board of Regents shall have the power to alter, amend or repeal these Bylaws or adopt new Bylaws. The Board of Regents may exercise this power at any regular meeting at which a quorum is present and notice of the action to be taken with respect to the Bylaws having been contained in the notice of waiver or notice of such meeting.

Section 2.09 Compensation. Regents shall not receive any stated salary for their services; however, by resolution of the Board of Regents, the Regents may be paid their expenses, if any, for attendance at each meeting of the Board of Regents and may be paid a fixed sum for attendance at each meeting of the Board of Regents. No such payment shall preclude any Regent from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2.10 Removal. Any Regent may be removed either with or without cause at any annual or special meeting of the Board of Regents, by an affirmative vote of a majority of Regents.

Section 2.11 Terms of Office of Regents. The Board of Regents shall be elected by the members. All Regents must be members of the Corporation and must be Certified Fraud Examiners. All Regents elected shall serve staggered terms and shall hold office until their successors are duly appointed or elected and qualified. Three of the five Regents shall serve a one-year term, one a two-year term, and the other a three-year term. A Regent may serve only one term, and is not eligible for re-election.

Section 2.12 Elections. Elections for the Board of Regents shall be held annually before the first meeting of the Board. Each member who is entitled to vote under the provisions of these By-Laws shall receive notice of the election and shall be allowed to submit an application to have his or her name placed on the ballot. The Nominations Committee shall nominate the members of the Corporation who are to run for election to the Board. At least two people must be nominated for each open position. The ballot shall be mailed to all eligible members. The candidates with the most votes shall be elected.

Section 2.13 Advisory Members. The Board may appoint Advisory Members to the Board of Regents. Advisory Members shall receive all notices of meetings, shall be entitled to attend all meetings, and shall be allowed to engage in discussion and offer advice at meetings; however, they shall not have any voting power.

ARTICLE THREE

OFFICERS

Section 3.01 Officers. The officers of the Corporation will be a President, one or more vice Presidents (the number to be determined by the Board of Regents), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Chairman of the Board of Regents shall serve as President of the Corporation. The Board of Regents may elect or appoint such other officers, including one or more assistant secretaries, and one or more Assistant Treasurers, as it may deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Regents. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 3.02 Election and Term of Office. The officers of the Corporation will be elected annually by the Board of Regents at the first annual meeting of the Board of Regents. If the election of officers is not held at such meeting, such election must be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Regents. Each officer will hold office until his or her successor has been elected and qualified.

Section 3.03 Removal. Any officer elected or appointed by the Board of Regents may be removed by the Board of Regents whenever in its judgment the best interests of the corporation would be served by such action, but such removal will be without prejudice to the contract rights, if any, of the officer so removed.

Section 3.04 Vacancies. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Regents for the unexpired portion of the term.

Section 3.05 President. The Chairman of the Board of Regents shall serve as the President of the Corporation. The President will be the principal executive officer of the Corporation and will, in general, supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper officer of the

Corporation authorized by the Board of Regents, any contracts or other instruments that the Board of Regents are required to authorize for execution by a party to the transaction or have authorized to be executed, except in cases where the signing and execution thereof will be expressly delegated by the Board of Regents or by these By-Laws or by statute to some other officer or agent of the Corporation. In general, the President will perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Regents from time to time. In the absence of the Secretary and/or the Treasurer, the President may perform the duties of the Secretary and/or the Treasurer.

Section 3.06 Vice-President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President, or in the event there is more than one Vice-President, Vice-Presidents in the order of their election, will perform the duties of the President, and when so action, will have all the powers of and be subject to all the restrictions on the President. Any Vice-President must perform such other duties as from time to time may be assigned by the President or by the Board of Regents.

Section 3.07 Treasurer. If required by the Board of Regents, the Treasurer will give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Regents may determine to be appropriate. The Treasurer will have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for money due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as may be selected by the Board of Regents, and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Regents.

Section 3.08 Secretary. The Secretary will keep the minutes of the meetings of the members and of the Board of Regents in one or more books provided for that purpose; see that all notices are given in accordance with the provisions of these By-Laws or as may be required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each person who is a friend and/or supporter of the Corporation which will be furnished to the Secretary by such person; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Regents.

Section 3.09 Assistant Treasurers and Assistant Secretaries. If required by the Board of Regents, the Assistant Treasurers will give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Regents may determine to be appropriate. The Assistant Treasurers and assistant secretaries, in general, will perform such duties as may be assigned to them by the Treasurer or the Secretary or by the President or the Board of Regents.

Section 3.10 Two or More Offices Held by the Same Person. Any two or more offices may be held by the same person except the offices of President and Secretary.

ARTICLE FOUR

COMMITTEES

Section 4.01 Executive Committees. Internal management and conduct of the business of the Corporation may, either by resolution adopted by a majority of the Board of Regents in office or by appointment of the President, be vested in an executive committee composed of at least two persons. Members of the committee need not be Regents of the Corporation and will be appointed by resolution of the Board of Regents. At least one member of the committee will be a Regent of the Corporation. A designated committee may perform the functions of any officer and the functions of any two or more officers may be performed by a single committee.

Section 4.02 Other Committees. Other committees not having and exercising the authority of the Board of Regents in the management of the Corporation may be designated by a resolution adopted by a majority of the Regents present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee will be members of the Corporation, and the Board of Regents of the Corporation will appoint the members. Any committee member may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation will be served by such removal.

Section 4.03 Term of Office. Each member of a committee will continue as such until the next annual meeting of the members of the Corporation and until a successor is appointed, unless the committee is sooner terminated, unless such member is removed from such committee, or unless such member ceases to qualify as a member of such committee.

Section 4.04 Chair. One member of each committee will be appointed chair by the person or person authorized to appoint the committee members.

Section 4.05 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 4.06 Quorum. Unless otherwise provided in the resolution of the Board of Regents designating a committee, a majority of the whole committee will constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present will be the act of the committee.

Section 4.07 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Regents.

Section 4.08 Standing Nominations Committee. The Nominations Committee shall be composed of three (3) members. The Committee Chair shall be appointed by the initial Board of

Directors. The Committee Chair shall select two (2) qualified members. It shall be the responsibility of the Committee to study the applications for election to the Board of Regents and to select the best qualified candidates as nominees to be present on the annual ballot.

ARTICLE FIVE

MEMBERS

Section 5.01 Classes of Membership. There shall be two classes of members: (1) Certified Fraud Examiners and (2) Associate Members. Certified Fraud Examiners are those members who have been awarded the designation “Certified Fraud Examiner,” who are members in good standing, and whose designation has not been revoked by action of the Board of Regents. Certified Fraud Examiners are entitled to full membership including voting rights. Associate Members shall have no voting rights. Membership is a privilege and not a right; the qualifications of membership are subject to the discretion of the Board of Regents.

Section 5.02 Qualification for Membership. The Board of Regents shall set forth the educational, experience, and testing requirements to become and remain a Member of the Corporation. Candidates for admission or readmission to membership shall be certified under those criteria through a process administered by the Association of Certified Fraud Examiners, Inc. (“ACFE, Inc”). ACFE, Inc. will, at least annually provide the Board of Regents with a list of persons certified for admission or readmission to membership, and upon receipt of the list, the Board of Regents shall acknowledge these persons as Members. Only Members in good standing shall be designated a “Certified Fraud Examiner,” or “CFE” and, subject to the licensing arrangements with ACFE, Inc., use such designation.

Section 5.03 Authority of Members. Only members of the Corporation who hold a valid Certificate shall have authority to vote for the election of the Board of Regents. Each such member shall be entitled to one (1) vote on all matters submitted to the membership. Except as is otherwise provided, all action shall be decided by a majority vote of the members.

Section 5.04 Meetings. Meetings of members shall be called and held at such times, places and at the intervals as determined solely in the discretion of the Board of Regents. No member shall have any voting rights other than as may be specifically set out in these Bylaws as they may be amended from time to time.

Section 5.05 Continuing Professional Education. The Board of Regents shall set forth the Continuing Professional Education requirements for Members

Section 5.06 Member Resignation. A member may resign from membership in the Corporation at any time. Resignation shall be in writing and may be offered to the Board of Regents. Actions on such resignations, as well as actions on applications for reinstatement, shall be undertaken by the Board of Regents under such provision as may be prescribed in these Bylaws.

Section 5.07 Suspension and Expulsion. The Corporation shall suspend the membership of any member if the member is found guilty by a court of competent jurisdiction of a crime punishable by imprisonment of more than one year, or for any crime involving moral turpitude. The Board of Regents may, in its sole discretion, expel, suspend, or discipline a Member if, under such procedures as the Board of Regents may establish, it determines that a Member:

- A. Failed to abide by the Corporation's governing rules (including these By-Laws) or the Corporation's Code of Professional Ethics.
- B. Has committed any act discreditable to the Corporation or its membership.
- C. Has been declared by a court of competent jurisdiction to be insane or to lack legal capacity.
- D. Failed to cooperate with disciplinary investigation of the Corporation.
- F. Failed to pay dues.
- G. Failed to meet or prove compliance with the Continuing Professional Education requirements established by the Board.
- H. Failed to use the "Certified Fraud Examiner" or "CFE" designations in accordance with the licensing agreement with ACFE, Inc.

The Board of Regents may provide the conditions and procedures under which the Board of Regents may reinstate a member who has been suspended or expelled or whose membership was otherwise terminated. Notice of a disciplinary action, together with the reasons for such action, may be published in any manner as the Board of Regents may prescribe.

Section 5.08 Payment of Fees and Dues. All member services shall be rendered by the ACFE, Inc. Annual fees for such services shall be set by ACFE, Inc. ACFE, Inc. may refuse to certify as a member in good standing any person who is delinquent in the payment of his/her annual fees.

ARTICLE SIX

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 6.01 Authority to Contract and Collect Funds. The Board of Regents may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any necessary contracts or to execute documents in the name of and on behalf of the Corporation. However, such authority is limited to the ability to contract with parties to provide member services. Neither the Board of Regents nor any officer or agent of the Corporation may borrow money on behalf of the Corporation.

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Section 6.02 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation will be signed by such officer or officers, agent or agents of the Corporation and in such manner as is from time to time be determined by resolution of the Board of Regents. In the absence of such determination by the Board of Regents, such instruments must be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the Corporation.

Section 7.03 Deposits. All funds of the Corporation must be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Regents may select.

ARTICLE SEVEN

LOCAL CHAPTERS

Members may voluntarily join together to form local chapters of the Corporation in a manner prescribed by the Board of Regents. In the event the Board of Regents establishes conditions or requirements for establishing a local chapter, as well as provide for payment of dues or other requirements, such conditions and requirements shall be incorporated into the charter of the local chapter.

ARTICLE EIGHT

CORPORATE SEAL AND TRADEMARK

The Seal of the Association of Certified Fraud Examiners and the mark “Certified Fraud Examiner” are trademarks of ACFE, Inc. The use of any and all such marks by the Corporation shall be in accordance with the Licensing Agreement executed by both corporations, and the Board of Regents shall take no action in contravention of the Licensing Agreement and the terms thereof. The use of any and all such marks by members of the Corporation shall be subject to the payment by the member of his/her annual fees to ACFE, Inc. The use of any and all such marks by the Local Chapters shall be in accordance with the requirements and conditions set forth by the Board of Regents of the Corporation, ACFE, Inc., and the Licensing Agreement.

ARTICLE NINE

GENERAL PROVISIONS

Section 9.01 Conference Telephone Meetings. Any meetings of Regents or any committee thereof may be held by means of conference telephone or similar communications equipment so long as all persons participating in the meeting can hear each other. Participation in a telephone conference meeting shall constitute presence in person at such meeting except

when a person participates for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.02 Action by Written Consent. Any action which may be taken, or which is required by law, the Corporation's charter or By-Laws to be taken, at a meeting of Regents or of any committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all the members of the Board of Regents entitled to vote on such matter, or all of the members of such committee as the case may be.

Section 9.03 Legal Construction. The By-Laws shall be construed in accordance with the laws of the State of Texas. All references in the By-Laws to statutes, regulations or other sources of legal authority shall refer to the authorities so cited, or their successors, as they may be amended from time to time. If any By-Law provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of such provision shall not affect any other provision of these By-Laws and these By-Laws shall be construed as if such invalid, illegal or unenforceable provision had not been adopted or included in these By-Laws.

Section 9.04 Books and Records. The Corporation will keep correct and complete books and records of account and will also keep minutes of the proceedings of its members, Board of Regents, and committees having any of the authority of the Board of Regents, and will keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his or her agent or attorney, for any proper purpose at any reasonable time.

Section 9.05 Fiscal Year. The fiscal year of the Corporation will begin on the first day of January and end on the last day of December in each year.

Section 9.06 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the By-Laws of the Corporation, a waiver of such notice, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

ARTICLE TEN

AMENDMENTS TO BY-LAWS

Subject to the limitations of the articles of incorporation, these By-Laws, and the Texas Non-Profit Corporation Act, concerning corporate action that must be authorized or approved for a non-profit corporation without members, the By-Laws of this Corporation may be amended, repealed, or added to, or new By-Laws may be adopted, by a unanimous resolution of the Board of Regents.

ARTICLE ELEVEN

INDEMNIFICATION OF REGENTS, OFFICERS AND EMPLOYEES

The Board of Regents of the Corporation shall, and hereby does, authorize the payment of expenses incurred by, or satisfy a judgment or fine rendered or levied against, a present or former Regent or officer of the corporation, or the estate, executor, administrator, heirs, legatees, or devisees of such person, in an action brought by a third party against such person (whether or not the Corporation is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Regent or officer, or by the Corporation, or by both. Such person may also be reimbursed for amounts paid and expenses reasonably incurred in settling any such action or threatened action; provided, that the Board of Regents determines in good faith that such Regent or officer was acting in good faith within what he or she reasonably believed to be the scope of his or her authority and for a purpose which he or she reasonably believed to be in the best interests of the Corporation or its members.

The Board of Regents may, in its sole discretion, authorize the payment of expenses incurred by, or satisfy a judgment or fine rendered or levied against, a present or former employee of the Corporation, or the estate, executor, administrator, heirs, legatees, or devisees of such person, in an action brought by a third party against such person (whether or not the Corporation is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while an employee, or by the club, or by both. Such person may also be reimbursed for amounts paid and expenses reasonably incurred in settling any such action or threatened action; provided, the Board of Regents determines in good faith that such employee was acting in good faith within what he or she reasonably believed to be the scope of his or her employment or authority and for a purpose which he or she reasonably believed to be in the best interests of the Corporation or its members.

Adopted by the Board of Regents, August 10, 1997.

UNIFORM LOCAL CHAPTER BYLAWS

Revised 11/01/98

Article I Name and Use of Trademarks

Section 1 Name

The name of this organization shall be the _____ Chapter of the Association of Certified Fraud Examiners (referred to as the "Chapter"). Each chapter operates under the authority of the Association of Certified Fraud Examiners, Inc. (referred to as "the Corporation") and the Association of Certified Fraud Examiners (A Non-Profit Corporation) (referred to as "the Association").

Section 2 Trademarks

The name "Association of Certified Fraud Examiners" and the seals and logos used in connection therewith are the trademarks of the Corporation. The use of these trademarks by the Chapter is governed by the Trademark License Agreement executed by the Chapter and the Corporation, the terms of which are incorporated into these bylaws.

Article II Purpose and Objectives

Section 1 The Chapter is a not-for-profit entity whose primary purpose is to serve the community by the promotion of improved fraud detection and deterrence and through expansion of knowledge and the interaction of its Members.

Article III Membership

Section 1 Eligibility

All applicants are subject to approval by the Corporation and the Chapter Board of Directors. An applicant may not be admitted if he or she has been expelled from the Association or from any other local chapter. All applicants must complete and submit a written application, pay applicable Chapter dues, and agree to abide by these bylaws and the operational guidelines established by the Corporation.

Section 2 Certified Fraud Examiners

Certified Fraud Examiners in good standing may apply to become members of the Chapter under the terms set forth above. Certified Fraud Examiners may hold office and vote.

Section 3 Associate Members

Associate Members of the Association of Certified Fraud Examiners who are in good standing may apply to become members of the Chapter under the terms set forth above. Associate Members may hold office. The Board of Directors of the Chapter shall decide, by a

majority vote, whether Associate Members may vote. The Board may grant full or partial voting rights, as it deems appropriate.

Section 4

Students

Full-time students currently enrolled in degree programs of recognized colleges and universities may attend meetings of the Chapter upon proof of such enrollment, under such rules that may be adopted by the Chapter. Student Members may not hold office or vote.

Section 5

Affiliates

The Chapter Board of Directors, at its discretion, may designate other persons as Affiliate Members of the Chapter. Affiliate members are those persons who wish to attend Chapter meetings and participate in Chapter functions, but who are not Students, and who are not Certified Fraud Examiners or Associate Members of the Association of Certified Fraud Examiners. Affiliate Members may not hold office or vote.

Section 6

Dual Membership and Transfers of Membership

The Board of Directors may decide whether to allow Members of another chapter to join as Members of its chapter.

Individual membership in one local chapter may be transferred to another local chapter, subject to rules and regulations of both chapters and the Corporation.

Section 7

Resignation

Any Member may resign at any time, but such resignation shall not become effective until accepted by the Chapter, and shall not relieve the resigning individual from the payment of dues for the expired portion of the current fiscal year, or give any right to rebate for dues paid, or any right to prorated share or any other share of the assets of the Chapter. All resignations shall be in writing.

Section 8

Expulsion

The Chapter may, by a two-thirds vote of those present at a Chapter meeting, make a formal, written recommendation to the local Board of Directors, that the membership of any Member be terminated for violation of the bylaws or for conduct determined to be detrimental to the best interests of the Chapter.

If such a recommendation is made, the local Board of Directors will review the recommendation. If the majority of the Board agrees with the recommendation, then the Board shall prepare a notice to the affected Member, which shall be mailed to the most recent address of the Member. The notice shall state the reasons for the proposed expulsion and give the Member at least 30 days to respond.

No member will be expelled until he or she has had an opportunity to respond to the charges by a full hearing before a quorum of the Chapter

officers. If the Member does not respond to the letter within 30 days of the notice, the expulsion shall become final.

Expulsion of Certified Fraud Examiners or Associate Members is not effective until it has been submitted to and approved by the Board of Regents of the Association of Certified Fraud Examiners.

Section 9 Non-payment of Dues

Membership in the Chapter is evidenced by the payment of dues. Membership will be terminated if payment of local dues has not been received by the Chapter treasurer before the end of two months subsequent to the close of the dues billing cycle, provided that proper notice of the delinquency was provided to the member's last known address at least 30 days prior to termination. A member who has been removed from membership under this section may be readmitted by the vote of a majority of the Board of Directors.

Section 10 Report of Chapter Membership

The Chapter shall furnish annually to the Corporation, or upon request, a list containing the names and addresses of all Members of the Chapter. The list shall indicate whether the person is a Certified Fraud Examiner, Associate Member, Student Member, or Affiliate Member.

Article IV Limitations of Liability

Section 1 Chapter Liability

The Chapter shall be fully and solely responsible for its own legal and financial affairs, and shall hold harmless the Corporation, by reason of their affiliation, from any lawsuits, damages, other expenses or liabilities arising out of the activities of the Chapter.

Section 2 Corporation Liability

The Chapter shall not be responsible nor liable for any lawsuits, damages, other expenses, or liabilities arising out of the activities of the Corporation or the Association.

Section 3 Non-liability of Directors; Indemnification

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Chapter. The Directors and Officers of the Chapter shall be indemnified by the Chapter to the fullest extent permissible under the laws of this state.

Section 4 Insurance

The Corporation may procure liability insurance for the Chapter, and the Chapter agrees to pay all reasonable premiums for such insurance.

Section 5 Corporation Authority

In any disputes, the Corporation is the final authority.

Article V

Finances

Section 1

Fiscal Year

The fiscal year for the Chapter shall be August 1 to July 31.

Section 2

Chapter Dues

- a. Chapter dues will be established by the Board of Directors and approved by the Corporation.
- b. Dues shall be billed by the Chapter on a periodic basis established by the local Board of Directors. The Chapter Treasurer shall be empowered to assess and collect said dues.
- c. Dues for Associates and Affiliates may be at a higher rate than for Certified Fraud Examiners. Dues for Student Members may be at a lower rate.

Section 3

Assessments

There shall be no assessments imposed except as approved by a two-thirds vote of the local Board of Directors, followed by a majority vote of the Membership, and the final approval of the Corporation.

Article VI

Organization and Structure

Section 1

Board of Directors

The Chapter Officers shall consist of the Chapter President, Vice President, Secretary, and Treasurer; plus at least three Members elected at large from the Chapter. A quorum shall consist of a majority of the Directors.

The Board shall also have the option to combine the offices of Secretary and Treasurer and designate one person to conduct both functions. If the Board chooses this option, then the number of at-large Directors shall be reduced so that an odd number of Officers/Directors is maintained.

The Board of Directors shall have the option to allow Associate Members to hold office. All Chapter directors are subject to approval by the Corporation.

Section 2

Elections

- a. The directors set forth in Article VI, Section 1, shall be elected by a majority of the votes of the Members responding to a mail ballot sent to all Members at least 30 days before the election date.
- b. The results of the election will be certified by the current Board of Directors, or by a committee appointed by them.

Section 3

Terms of Office

The Directors shall serve staggered terms and shall hold office until their successors are duly appointed or elected and qualified. At least two of the Directors should serve two-year terms; the remaining directors may serve only one-year terms.

Directors who are elected for one-year terms may be re-elected only for one additional term. Directors who are elected for two-year terms may not be re-elected.

Section 4

Vacancies

If the office of any Director or Officer becomes vacant for any reason, the current Directors shall appoint a person to fill the vacancy until such time that an election can reasonably be held.

Section 5

Duties and Responsibilities

- a. The Board of Directors shall be the governing body of the Chapter and its actions shall be final, unless otherwise specifically provided for in these bylaws.
- b. The Board shall perform any and all duties imposed on them collectively or individually by law, the Articles of Incorporation, the Chapter Handbook, or these bylaws.
- c. The Board shall supervise all officers, agents, and members of the Chapter to assure that their duties are performed properly.
- d. The Board shall make available all financial records of the Chapter to any Chapter Member, to the Corporation, or the Board of Regents upon reasonable notice.

Section 6

Meetings of the Board of Directors

- a. The Board of Directors shall meet at least twice a year at such times and places that it may choose. At such meetings, a quorum must be present to conduct business coming before the Board. The meetings shall be conducted under the rules contained in Robert's Rules of Order (as revised) unless those rules are in conflict with the bylaws, in which case the bylaws shall take precedence.
- b. In all meetings of the Board, the President shall preside. In his or her absence, the Vice President, Secretary, or Treasurer, in that order, shall preside.
- c. Appropriate notice of the meetings of the Board shall be furnished to each Member of the Board at least ten (10) days in advance of a regular meeting.

- d. A special meeting may be called by the President, or by any three Board Members. Notice of any special meetings must be sent to the Corporation and to the other members of the Board of Directors at least three (3) days before such meeting.

Section 7 Compensation

The Officers and other Board Members shall not receive any compensation for their services, but shall be entitled to reimbursement for actual expenses incurred by them in connection with the usual performance of their duties. Any such expenditures shall be presented for approval and payment by the Treasurer, failing which, by a majority of the Board.

Section 8 Removal

Directors may be removed from office by the members, the Corporation, or the Board of Regents, with or without cause, as permitted by and in accordance with the laws of this state.

Article VII Duties of Officers

Section 1 Officers

The elected officers of the Chapter shall consist of a minimum of a President, Vice President, and Secretary/Treasurer.

Section 2 President

The President shall be the executive head of the Chapter, and when present, shall preside at all meetings of the Chapter and Board of Directors. He or she shall exercise general supervision and management of the affairs of the Chapter; shall consult with and inform other Directors, Members, and the Corporation of significant events; shall make an annual report to the Members of the Chapter and the Corporation; and shall have additional duties as may be delegated by the Board from time to time.

Section 3 Vice President

The Vice President shall report to the President and shall assume the duties of the President in his or her absence. The Vice President shall be responsible for other duties that the Board shall delegate from time to time.

Section 4 Secretary

The Secretary shall report to the President and shall be responsible for maintaining all records, other than financial, maintained by the Chapter. The Secretary shall also be responsible for the Membership records and attendance; the minutes of the meetings; and other duties that from time to time may be required.

Section 5 Treasurer

The Treasurer shall report to the President and shall be responsible for all financial records maintained by the Chapter. All moneys received by the Chapter as well as disbursements therefrom, shall be the responsibility of the Treasurer. He or she will ensure that any funds received are properly deposited for safekeeping to the credit of the Chapter; that all disbursements are properly approved; that the Board is kept advised of the status of the accounting of funds; and otherwise perform appropriate duties to see that the assets of the Chapter are properly safeguarded. The Treasurer will be responsible to produce annual financial statements of the Chapter and submit them to the Board and the Corporation at least one month before the Board's Annual Meeting.

Article VIII Standing Committees

Section 1 Committee Appointments

All committee appointments are subject to approval by the Corporation.

Section 2 Nominations Committee

The Nominations Committee shall be composed of three Members appointed by the President with the concurrence of a majority of the Board of Directors. No member of the Board of Directors is eligible to serve on the Nominations Committee. The Nominations Committee shall consider all suggestions and recommendations for offices, and shall nominate not less than one, nor more than three candidates for any one office.

Section 3 Election Committee

The Election Committee shall consist of three Members appointed by the Board. No member of the Board of Directors is eligible to serve on the Elections Committee. The Election Committee shall certify the results of the annual elections, and perform other related duties that the Board, from time to time, may designate.

Section 4 Other Committees

Other committees may be established by a resolution adopted by a majority of the Board of Directors at a meeting at which a quorum is present.

Article IX Annual Meeting

Section 1 Purpose

The Annual Meeting of the total Membership of the Chapter shall be held for the purpose of announcing the results of the election of Officers and Directors; the installation of the Officers and Directors; presenting the annual financial statements of the Chapter; and transacting such other business as deemed appropriate by the Board.

Section 2

Time and Place

The annual Meeting shall be held each year at a time and place specified by the Board of Directors.

Section 3

Notification of Meeting

All members in good standing shall be notified in writing at least sixty days in advance of the annual meeting.

Section 4

Voting

All Members in good standing and present in person shall be eligible to vote at the Annual Meeting. A quorum shall be constituted by at least 10% of the Members eligible to vote. All business coming before the Members for approval shall be approved by a majority of those present in person unless otherwise required by these bylaws.

Article X

Dissolution

The vote to dissolve the Chapter must be by written ballot and must be approved by a two-thirds majority of the members eligible to vote. The Corporation must be notified at least thirty (30) days prior to the vote and must be notified of the results immediately thereafter.

Upon the dissolution of the Chapter, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Chapter shall be distributed to the Ritchie-Jennings Scholarship Fund (formerly the CFE Scholarship Fund).

Upon dissolution, the Chapter shall destroy all letterhead, stationery, or other items bearing the name "Association of Certified Fraud Examiners." It shall also provide the Corporation with a list of Chapter members at the time of dissolution, a report detailing the distribution of the assets of the Chapter, and a copy of the Certificate of Dissolution issued by the state

Article XI

Chapter Handbook

The Chapter and its members, officers, and directors agree to abide by the provisions of the Chapter Handbook and such other rules or regulations which may from time to time be instituted by the Corporation.

Article XII

Amendments to Bylaws

No amendments may be made to these Bylaws without prior written approval of the Corporation. Amendments, including additions or deletions to these bylaws, shall be approved by a majority of the Board of Directors. Amendments must subsequently be approved by at least two-thirds of the Members eligible to vote at the meeting at which the amendments are considered.

Article XIII Headquarters

The Headquarters of the Chapter shall be at a place designated by the local Board of Directors.

Article XIV Effective Date of Bylaws

These bylaws shall be effective on the date they are adopted by the Board of Directors.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of the Chapter, and the above bylaws, consisting of ___ pages, are the bylaws of the _____ Chapter of the Association of Certified Fraud Examiners as adopted by the meeting on _____, 19___ and replace any bylaws adopted previous to this date.

Attest:

Secretary

Date

ADOPTION OF REVISED BYLAWS DATED FEBRUARY 16, 1999

Every local chapter shall adopt the above Chapter Bylaws at its earliest Chapter Meeting. All local chapters must adopt the bylaws by no later than August 1, 1999. Since it is intended that the model bylaws be adopted in their entirety, any intended modifications, amendments, additions, or deletions to the Uniform Chapter Bylaws must first be presented to and approval obtained from the Corporation prior to presentation to the Chapter Membership. Any such modifications, amendments, additions, or deletions to the bylaws having been approved by the Corporation shall be made only by a quorum present at the Annual Local Chapter Meeting, with two-thirds of the Members approving such amendments, additions, or deletions.

A copy of the bylaws signed by the Secretary must be returned to the Manager of Member Services at the Association headquarters.

ARTICLES OF INCORPORATION

OF

_____ **CHAPTER OF**

THE ASSOCIATION OF CERTIFIED FRAUD EXAMINERS

The undersigned natural person(s) over the age of 18, hereby execute(s) the following articles of incorporation for the purpose of chartering a non-profit corporation under the provisions of the laws of this state.

ARTICLE ONE

The name of the corporation is _____ Chapter of the Association of Certified Fraud Examiners (the “**Corporation**”).

ARTICLE TWO

The Corporation is organized solely for the following non-profit purposes: (1) to promote improved fraud detection and deterrence; (2) to promote and maintain high standards of proficiency and integrity within the profession; (3) to provide educational programs on the subject of fraud examination; and (4) to promote serve the professional needs of its members.

The Corporation is organized as a professional trade association pursuant to Internal Revenue Code Section 501(c)(6).

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The name and address of the registered agent of this corporation are:

ARTICLE FIVE

The number of initial directors of the Corporation is _____. Their names and addresses are as follows:

ARTICLE SIX

Any additional provisions for the operation of the corporation are as follows:

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the CFE Scholarship Fund for educational purposes only.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE SEVEN

The Corporation may have one or more classes of members as provided in the Bylaws of the Corporation. The members shall have voting power as provided in the Bylaws of the Corporation, but shall not be personally liable for the debts, liabilities, or obligations of the Corporation.

ARTICLE EIGHT

The name and address of the incorporator(s) is/are:

INCORPORATOR(S):

DATED: _____

[**NOTE:** These sample Articles of Incorporation are intended to be used as a guide. Your state may have other specific provisions that may need to be included. Your state corporations division can provide you with a state form for non-profit incorporation. Please compare your state form to this sample and revise as necessary. Make sure that you send the completed Articles to the Manager of Member Services in Austin.]

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into between the Association of Certified Fraud Examiners, Inc., a Texas Corporation, having a principal business address at 716 West Avenue, Austin, Texas 78701 ("Licensor"), and the following Local Chapter of the Association of Certified Fraud Examiners named _____ ("Licensee") whose principal business address is located in the following city and state: _____, _____.

WITNESSETH:

WHEREAS, Licensor is corporation organized under the laws of the State of Texas for the purpose of providing training and education in the field of fraud examination and to manage the affairs of the Association of Certified Fraud Examiners (A Non-Profit Corporation) ("the Association");

WHEREAS, the Licensor wishes to license the use of the name "Association of Certified Fraud Examiners," and the use of the Seal/Logo of the Association of Certified Fraud Examiners to the Local Chapters of the Association;

WHEREAS, Licensee is a Local Chapter of the Association, duly formed and organized under the rules and regulations set forth by the Association and the Licensor;

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. LICENSE

1.01 Ownership. Licensor owns all federal and common law trademarks in (1) the name "Association of Certified Fraud Examiners" and (2) the Seal of the Association of Certified Fraud Examiners (U.S. Registration #1,992,969) (collectively referred to herein as the "Trademarks"). Licensor warrants that said trademarks are in full force and good standing.

1.02 License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts, without the right to sublicense, the nonexclusive, nontransferable right, license, and privilege to use the Trademarks solely and only upon and in connection with the promotion of the purposes of the Chapter as set forth in the Local Chapter Handbook and other rules and regulations set forth for the operation of Local Chapters.

1.03 Term. The term of the License hereby granted shall continue until terminated in accordance with the terms of this Agreement.

II. USE OF TRADEMARKS

2.01 Limitations to Licensee's Rights. Except as provided in Paragraph 1.02, Licensee shall not make use of any Trademark or portion thereof or any term, phrase or design which is likely to be confusingly similar to, or a colorable imitation of, a Trademark or other trademarks owned by Licensor in any manner whatsoever, including but not limited to any use as part of a company name or trade name, as a service mark, in its advertising or on its stationery, business cards or the like, except as provided herein. No right or license is granted hereby by implication or otherwise under any mark, trademark, service mark or trade name of Licensor except as specifically provided in Paragraph 1.02 hereof. No right to sublicense is granted or permitted hereunder; any attempt to sublicense any of the rights granted hereunder shall render this License null and void.

2.02 Further Duties of Licensee. (i) Licensee shall not use the Trademarks directly or indirectly on or in connection with, or in relation to, any product or service except pursuant to authorized Chapter purposes as defined in Paragraph 1.02; (ii) Licensee shall not attack the title of Licensor and its grantors in and to the Trademarks, nor will it attack the validity of the license granted hereunder; (iii) Licensee shall not harm, misuse or bring into disrepute the Trademarks; (iv) Licensee shall use the Trademarks in an ethical and legal manner and in accordance with the terms of this Agreement; (v) Licensee shall not create any expenses chargeable to Licensor without the prior written approval of Licensor; (vi) Licensee shall not enter into any agreements with respect to the use of the Trademarks without Licensor's consent; (vii) Licensee shall not use the Trademarks with or in connection to a name or trademark of another company such as to create the impression that any trademark or property of Licensor are related to such rights of a third party, including Licensee.

2.03 Nonexclusivity. Nothing in this Agreement shall be construed to prevent Licensor from granting any other license for the use of the Trademarks or from utilizing the trademarks in any manner whatsoever.

2.04 Goodwill. Licensee represents, warrants, covenants, and agrees that it will conduct business in a manner designed to protect and enhance the reputation and integrity of the Trademarks and the goodwill associated therewith, and Licensor reserves all rights of approval which are necessary to achieve this result. Licensee further recognizes and acknowledges that the Trademarks have acquired secondary meaning in the mind of the public. Notwithstanding anything expressed in this Agreement to the contrary, Licensee shall not acquire, be deemed to have acquired and shall not claim any rights to the Trademarks other than the rights granted by Licensor under this Agreement.

2.05 Licensor's Title and Protection of Licensor's Rights.

A. Protection of Licensor's Rights. Licensee agrees that it will not do or suffer to be done, during the term of this Agreement, any act or thing that will impair in any way the rights of Licensor to the Trademarks. Licensor hereby indemnifies Licensee and undertakes to hold it harmless against any claims or suits arising solely out of the use by Licensee of the Trademarks as authorized in this Agreement, provided that prompt notice is given to Licensor of any such claim or suit and provided, further, that Licensor shall have the option to undertake and conduct the defense of any suit brought and that no settlement of any such claim or suit is made without the prior written consent of Licensor.

B. Assistance in Protecting Rights. Licensee agrees to assist Licensor to the extent necessary in the procurement of any protection or to protect any of Licensor's rights to the Trademarks, had Licensor, if it so desires, may commence or prosecute any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall promptly notify Licensor in writing of any infringement or imitation by others of the Trademarks on products the same as or similar to those covered by this Agreement which may come to Licensee's attention, and Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringement or imitation.

C. No Registration by Licensee. Licensee shall not attempt to register, in any country, any Trademark or portion thereof alone or as part of its own trademark nor shall Licensee use or attempt to register any marks which are likely to be confusingly similar to or constitute a colorable imitation of a Trademark.

2.06 Indemnification by Licensee and Insurance. Licensee hereby indemnifies Licensor and agrees to defend against and hold Licensor harmless from any claims, suits, loss, and damage arising out of the unauthorized or unapproved use of any trademark, patent, process, idea, method, or device by Licensee and any contractual or other liability claims or product liability claims, whether based upon negligence, strict liability, or any other legal theory and whether including personal injury or property damage. Licensee may, at its sole discretion, procure liability insurance for Licensee. Licensee agrees to pay all reasonable premiums for such insurance.

2.07 Quality Control.

A. Quality Standards. Licensee acknowledges that if products or services provided or sold by it were of inferior quality in design, material or workmanship; the substantial goodwill which Licensor has built up and now possesses in the Trademarks would be impaired. Accordingly, it is an essential condition of this Agreement, and Licensee hereby covenants and agrees, that any use of the Trademarks covered by this Agreement shall be of high standard and of such quality, style and appearance ("Quality Standards") as shall (in the sole and unfettered judgment of Licensor) be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Trademarks and the goodwill pertaining thereto; that all services or business conducted by Licensee will be in accordance with all applicable, Federal, State and local laws; and that the policy of sale, distribution and/or exploitation by Licensee shall

be of high standard and to the best advantage of the Trademark and that the same shall in no manner reflect adversely upon the good name of Licensor.

B. Reporting and Inspection. In order to determine whether Licensee is maintaining the Quality Standards, Licensee shall: (i) provide to Licensor, a written report, on a quarterly basis, describing any and all material complaints which Licensee has received regarding Products; (ii) provide to Licensor upon Licensor's request, with copies of any products, material, correspondence or any other item containing any of the Trademarks have been used during the prior quarter; and (iii) permit representatives of Licensor to inspect Licensee's facilities at any time during normal business hours to determine whether Licensee is maintaining the Quality Standards. Any such inspection shall be conducted in a manner that will not interfere with Licensee's normal business activities.

C. No New Use of Trademarks. Licensee is restricted to using the Trademarks solely in connection with the authorized activities of the Local Chapter as authorized by the Board of Regents and Licensor. Licensee may not sell, license, rent or otherwise distribute any new use of a Trademark in connection with any product or service.

D. Promotional Material/Advertising. Licensee shall provide Licensor with samples of all, or at Licensor's option a representative sampling of, proposed packaging, advertising copy, brochures, catalogs, marketing and promotional materials, documentation and technical materials and all other written materials used in connection with the services or products bearing the Trademarks (individually or collectively, the "Material") for Licensor's approval of (1) the manner in which the Trademarks are used and (2) conformance to the Quality Standards. If Licensor shall fail to object in writing within thirty (30) days after receipt of the Material, it shall be deemed to have consented to Licensee's use of the Material. Such approval by Licensor shall not constitute waiver of Licensor's rights or Licensee's duties under any provision of this Agreement.

III. TERM AND TERMINATION

3.02 Termination. This Agreement may be terminated upon the first to occur of any of the following events:

A. Termination by Agreement. In the event Licensee and Licensor shall mutually agree in writing, this Agreement may be terminated on the date specified in such written agreement.

B. Optional Termination. In the event Licensor shall, with or without cause, give written notice of termination no less than sixty (60) in advance of the expected termination date, this Agreement shall terminate on the date specified in such notice.

C. Dissolution of Licensee. In the event Licensee is dissolved, either voluntarily or involuntarily, or its authorization to act as a Local Chapter of the Association of Certified Fraud Examiners is revoked, the Agreement shall terminate.

D. Bankruptcy. In the event that either party becomes insolvent, or if any petition under federal or State law pertaining to bankruptcy or insolvency or for a reorganization or arrangement or other relief from creditors shall be filed by or against either party, or if any assignment, trust, mortgage, or other transfer shall be made of all or a substantial part of the property of either party, or if either party shall make or offer a composition in its debts with its creditors, or if a receiver, trustee, or similar officer or creditor's committee shall be appointed to take charge of any property of or to operate or wind up the affairs of either party, then the other party may by written notice immediately terminate this Agreement.

E. Specific Licensor Breaches. In the event Licensor breaches this Agreement and, after having received written notice which begins a thirty (30) day grace period in which to initiate corrective action to remedy such breach, fails during the grace period to have made a good faith effort to initiate corrective action contemplated to be substantially completed within a thirty (30) day period following the end of the grace period, then Licensee may by written notice to Licensor immediately terminate this Agreement.

F. Licensee Breaches. At Licensor's option, in the event Licensee (i) is in default of any material obligations having an impact upon Licensor, or (ii) uses or attempts to use the trademarks owned by Licensor in any manner not authorized by Licensor or this Agreement, then Licensor may by written notice to Licensee terminate this Agreement if Licensee has failed to cure such default within fifteen (15) days of Licensor's written notice of such violation.

3.03 Procedure for Giving Notice of Default by Licensee. If the Officers of the Licensee wish to give Licensor a notice of default, they shall initiate the following procedure: (i) a notice of default to Licensor may only be discussed or acted upon at a regularly scheduled Chapter meeting not called for any specific purpose nor one held by written consent or by telephonic meeting, and (ii) an Officer of the Chapter must have made a request that the issue of giving Licensor a notice of material default under this Agreement come before the Chapter meeting for consideration, and such request shall have been filed in writing with the Secretary of the Chapter stating the grounds for termination at least forty five (45) days in advance of the next regularly scheduled meeting. A principal of the Licensor, and any witnesses it designates, shall have the right to speak at the Chapter meeting which is called for the purpose of considering a request to notify Licensor of an alleged default.

3.04 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination and (ii) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term, including, without limitation, indemnities, and fees which provisions shall survive the expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Licensee shall have cease using all Trademarks and all rights granted to Licensee hereunder shall revert to Licensor.

3.05 Continued Services. Following any notice of termination hereunder, whether given by either party, Licensee and Licensor will fully cooperate with each other in all matters relating to the discontinuance of services by Licensor at Licensee's premises and the continuation of Licensee's activities.

IV. ARBITRATION OF DISPUTES

4.01 Procedure. All disputes, claims or other matters in question between the parties, between an employee and a party or an employee and any or all parties whether or not related to this Agreement or arising out of Licensee's or Licensor's business and the relationship between them, employees and Licensee's activities shall be decided by arbitration to be conducted at a neutral site in Austin, Texas pursuant to the Federal Arbitration Act, 9 U.S.C. sec. 1, *et seq.* The foregoing is to be broadly interpreted as encompassing all disputes between and among the parties and/or employees. The expedited procedures under the *Commercial Arbitration Rules* of the American Arbitration Association shall govern, except to the extent modified by this Agreement. The party demanding arbitration shall submit to the other party(ies) to the dispute and to the American Arbitration Association a written notice and demand for arbitration containing a concise statement of the grounds for the claim or dispute, and the amount of the claim or dispute, in a manner designed to fairly apprise the other party(ies) and the arbitrator(s) of the claims being made. Persons knowledgeable in multiple association management shall serve as arbitrators. All claims each party has against another party to the proceeding must be submitted to arbitration, for the purpose of avoiding multiple proceedings, or such claim is waived.

4.02 Authority of Arbitrator & Prohibition of Litigation. The arbitrator(s) shall be authorized (a) to proceed in the absence of a party who fails or refuses to participate in the arbitration proceeding after due notice, (b) to make determinations of law and fact, (c) to render an award granting monetary damages, enjoining any party by prohibiting or requiring any action, making a declaration as to the existence or non-existence of any rights or liability and (d) to grant any reasonable relief as may exist under law or equity to remedy and resolve the claim or controversy. The arbitrator(s) shall be further empowered to assess sanctions as provided under the Federal Rules of Civil Procedure for failure to engage in the process of discovery and exchange of information. The award rendered by the arbitrator(s) shall be binding, final and non-appealable and judgment may be entered upon the award upon the application of the prevailing party by any court of competent jurisdiction situated in Travis County, Texas. No action shall be had in any court prior to the rendering of the arbitrator's(s') award and application for judgment on and enforcement of the award. If a party files suit without demanding arbitration or files suit at any time after a demand for arbitration has been made, the court shall immediately abate such suit and no further proceedings in Court shall be allowed, including discovery and all pre-trial procedures, shall be had prior to the rendition of the arbitrator(s) award.

4.03 Agreements to Litigate Disputes. Nothing in this Article shall prevent the parties to a dispute from agreeing in writing to forego arbitration and litigate their dispute in any forum which they agree upon. In the absence of a written agreement to forego arbitration, a party may move for abatement and demand arbitration of a dispute which is in litigation any time prior to 30 days before the announcement of ready for trial.

V. GENERAL PROVISIONS

5.01 Exhibits, Schedules and Other Instruments. As used herein, the expression “this Agreement” means the body of this Agreement and all exhibits, certificates and schedules; and the expressions “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement and such exhibits, certificates and schedules as a whole and not to a particular part or subdivision thereof unless otherwise clearly indicated.

5.02 Independent Relationship. It is mutually understood and agreed that Licensee and Licensor, in performing their respective duties and obligations under this Agreement, are at all times acting and performing as independent contractors with respect to each other and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship.

5.03 Notices. Any notice, demand, or communication required, permitted, or desired to be given shall be deemed effectively given (i) when personally delivered, (ii) upon receipt when delivered by telephonic document transfer, (iii) three (3) business days following the day the notice is mailed by prepaid certified mail, return receipt requested, or (iv) the next business day following deposit with a reputable overnight courier. Notice to Licensee shall be sent to the current business or residential address of the President of the Local Chapter and placed to his or her attention. Notice to Licensor shall be sent to the attention of Kathie S. Green, 716 West Avenue, Austin, Texas 78701. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the provisions hereof, shall be deemed to be receipt of the notice sent.

5.04 Legal Actions. As requested by Licensee, Licensor shall advise and assist Licensee in instituting or defending, in Licensee name, all legal actions or proceedings by or against third parties arising out of Licensee’s activities, including, without limitation, those actions necessary for the protection and continued operation of Licensee. Both parties shall agree in advance upon the selection of counsel.

5.05 Legal Fees and Costs.

A. Legal Defense Costs. In the event that either Licensor or Licensee and/or any of the agents of each respective party is named in a lawsuit either along with or without the other, if the subject matter of the suit relates to Licensee’s activities or to conduct within the scope and course of Licensor’s appointment hereby, each party agrees to be financially responsible to the other for reasonable defense costs which may include the costs of prosecuting any counterclaims, cross-claims, third-party claims or otherwise which the counsel for Licensor and/or any of its

agents in good faith believes will assist in the advantageous resolution of the suit. Licensor and/or its agents will be entitled to select its own defense counsel for which Licensee shall be obligated to timely pay invoices for legal services as they are received. Licensee hereby indemnifies Licensor and/or its agents for all acts which are undertaken in the course and scope of Licensor's appointment with Licensee for all attorney's fees, costs, expenses of every kind and character, damages, judgments and settlements.

B. Dispute Between the Parties. In the event either party brings any action for relief against the other, declaratory or otherwise, arising out of this Agreement (including actions to enforce and interpret this Agreement), the losing party shall pay to the prevailing party, in addition to any other relief to which such party shall be entitled, a reasonable sum for attorneys fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment, in addition to any other relief to which such party shall be entitled.

5.06 Choice of Law and Venue. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED IN TRAVIS COUNTY AND SHALL BE INTERPRETED, CONSTRUED, ENFORCED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. VENUE FOR ALL DISPUTES SHALL LIE EXCLUSIVELY IN TRAVIS COUNTY, TEXAS. SUBJECT TO THE PROVISIONS CONCERNING ARBITRATION, ALL PARTIES CONSENT TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION SITUATED IN TRAVIS COUNTY, TEXAS.

5.07 Assignment. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, that neither party shall assign, transfer or pledge its rights and obligations under this Agreement, whether by operation of law or otherwise, or collaterally assign or hypothecate this agreement without the prior written consent of the other party. This Agreement shall be binding on the current Officers of Licensee as well as any future Officers.

5.08 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

5.09 Gender Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter and the number of all words herein shall include the singular and plural. The term "person" when used herein shall mean an individual, partnership, joint venture, corporation, trust, government entity and Licensee.

5.10 Additional Assurances. Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as the requesting party may deem necessary to effectuate this Agreement.

5.11 Consents, Approvals and Exercise of Discretion. Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either party, or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised in good faith.

5.12 Force Majeure. Neither party shall be in default or be liable for any delay or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any other similar cause beyond the reasonable control of either party.

5.13 Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. The parties agree to mediation to assist in seeking an agreement as to the modification, or arbitration under Article IV. as appropriate to resolve a dispute, as either may be appropriate for resolving the specifics of such modification. In the event this Agreement cannot be modified to the satisfaction of the parties hereto, then either party may terminate this Agreement upon ten (10) days written notice.

5.14 Divisions and Headings. The division of this Agreement into articles, sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

5.15 Amendments and Agreement Execution. This Agreement and amendments thereto shall be in writing and executed in multiple copies on behalf of Licensee by its duly authorized representative and on behalf of Licensor by its duly authorized representative. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

5.16 Entire Agreement/Amendment. This Agreement supersedes all previous agreements (written or oral) and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect; the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded. This Agreement may not be amended, supplemented, canceled or discharged except by written instrument executed by all parties hereto. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute one instrument. It shall not be necessary that the signatures of all of the parties appear on each counterpart; it shall be sufficient that the signature of each party appear on one or more counterparts.

5.17 Rules of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits, certificates and schedules hereto. The term “include” or “including” shall mean without limitation by reason of enumeration.

5.18 Third Parties. None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party. Any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the parties hereto and such agreement or assumption shall not inure to the benefit of the any third party, including an obligee.

IN WITNESS WHEREOF, Licensee and Licensor execute this Agreement in multiple originals:

LICENSOR:

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS, INC.
a Texas corporation

By: _____
Kathie S. Green, Vice President

LICENSEE:

_____ CHAPTER OF THE ASSOCIATION OF CERTIFIED FRAUD EXAMINERS

By: _____
Its President or Designated Officer

Association of Certified Fraud Examiners

The Gregor Building • 716 West Avenue • Austin, Texas 78701
(800) 245-3321 • (512) 478-9070 • FAX (512) 478-9297

LOCAL CHAPTER TRAINING REQUEST FORM

This form must be completed and submitted to the ACFE at least sixty (60) days in advance of any public announcement of any chapter training in excess of one hour.

Chapter Name: _____	# of CPE Hours to be Offered: _____
Date(s) of Proposed Training: _____	Proposed Course Tuition \$ _____
Proposed Course Title: _____	
Proposed Location: _____	
Name of Person Completing Form: _____	
Proposed Instructor: _____	
Topic: _____	
Proposed Instructor: _____	
Topic: _____	
Proposed Instructor: _____	
Topic: _____	
Proposed Instructor: _____	
Topic: _____	
(Attach additional pages if necessary)	
The sponsoring local chapter is required to include the following documentation with this request:	
a) The proposed course outline	
b) Detailed biographies on all proposed speakers/instructors	
c) Detailed description of the proposed physical facility	
d) The specific objectives of the training	
e) A brief description of the target audience	
Signature of person completing form: _____	

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LOCAL CHAPTER TRAINING REPORTING FORM

This form must be completed and returned to the ACFE after every chapter training session.

Chapter Name: _____ # of CPE Hours Offered: _____

Date(s) of Training: _____ # of Participants: _____

Members: _____

NASBA Registered Provider # _____ Non-members _____

(if applicable) TOTAL: _____

Course Title: _____

Name of Person Completing Form: _____

Topics of Instruction (if different than title or multiple subjects):

Course Evaluation Score (Aggregate): _____

Instructor: _____ Aggregate Evaluation Score: _____

Instructor: _____ Aggregate Evaluation Score: _____

Instructor: _____ Aggregate Evaluation Score: _____

Instructor: _____ Aggregate Evaluation Score: _____

Instructor: _____ Aggregate Evaluation Score: _____

Instructor: _____ Aggregate Evaluation Score: _____

NOTE: The sponsoring local chapter is required to also include a completed copy of the attendance sign-in sheets for this training.

Signature of person completing form: _____

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SEMINAR EVALUATION

This form to be given to each attendee of every chapter training session.

NAME OF CHAPTER _____	
COURSE NAME _____	TRAINING DATE _____
<i>Please fill out the evaluation from below. Number ratings are from 1 to 10, with 1 being the lowest and 10 being the highest evaluation.</i>	
1.	Years of professional experience _____.
2.	Overall seminar rating (from 1 to 10) ____.
3.	Are you a CFE? Yes _____ No _____
4.	Name the most important thing you learned from the seminar: _____ _____
5.	The thing I liked best about the seminar was _____ _____
6.	The thing I liked least about the seminar was _____ _____
7.	Overall hotel facility rating (from 1 to 10) _____.
8.	Overall speaker rating (from 1 to 10) Speaker #1: _____ Rating: _____ Speaker #2: _____ Rating: _____ Speaker #3: _____ Rating: _____ Speaker #4: _____ Rating: _____
9.	I think this course will help me in my job (check one): _____ a lot _____ a little _____ not at all
10.	Additional comments _____ _____ _____
11.	Would you recommend this seminar to your colleagues? Yes _____ No _____
Signature (optional) _____	
If signed, may we quote you in future Association literature? Yes _____ No _____	
Thank You.	

Association of Certified Fraud Examiners

CODE OF PROFESSIONAL ETHICS

ARTICLE ONE

A Certified Fraud Examiner shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of his or her duties.

ARTICLE TWO

A Certified Fraud Examiner shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest.

ARTICLE THREE

A Certified Fraud Examiner shall, at all times, exhibit the highest level of integrity in the performance of all professional assignments, and will accept only assignments for which there is reasonable expectation that the assignment will be completed with professional competence.

ARTICLE FOUR

A Certified Fraud Examiner will comply with the lawful orders of the courts, and will testify to matters truthfully and without bias or prejudice.

ARTICLE FIVE

A Certified Fraud Examiner, in conducting examinations, will obtain evidence or other documentation to establish a reasonable basis for any opinion rendered. No opinion shall be expressed regarding the guilt or innocence of any person or party.

ARTICLE SIX

A Certified Fraud Examiner shall not reveal any confidential information obtained during a professional engagement without proper authorization.

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS

CODE OF PROFESSIONAL ETHICS

ARTICLE SEVEN

A Certified Fraud Examiner shall reveal all material matters discovered during the course of an examination, which, if omitted, could cause a distortion of the facts.

ARTICLE EIGHT

A Certified Fraud Examiner shall continually strive to increase the competence and effectiveness of professional services performed under his or her direction.

**List of State Agencies to Contact for
Corporation and Tax Information**

ALABAMA

Secretary of State
Corporations Division
(334) 242-5324

Alabama Department of Revenue
Corporate Income Tax Section
(334) 242-9800

ALASKA

Alaska Dept. of Commerce & Economic Development
Corporations Section
(907) 465-2530

Alaska Dept. of Revenue
(907) 465-2372

ARIZONA

Arizona Corporation Commission
(602) 542-3135
(800) 345-5819

Department of Revenue
Corporate Section
(602) 542-3935

ARKANSAS

Secretary of State
Corporations Division
(501) 682-3409
(888) 233-0325

Department of Finance and Administration
(501) 682-4779

CALIFORNIA

Office of the Secretary of State
Corporate Division
(916) 657-5448

Franchise Tax Board
(800) 852-5711

COLORADO

Secretary of State
Corporations Office
(303) 894-2251

Department of Revenue
Taxpayer Service Division
(303) 534-1208

CONNECTICUT

Office of the Secretary of State
(860) 509-6200

Department of Revenue Services
(203) 566-8520

DELAWARE

Department of State
Division of Corporations
(302) 736-3073

Department of Finance
Division of Revenue
(302) 577-3315

DISTRICT OF COLUMBIA

Dept. of Consumer and Regulatory Affairs
Corporations Division
(202) 727-7283

Department of Finance and Revenue
(202) 727-6083

FLORIDA

Department of State
Division of Corporations
(904) 488-9000

Department of Revenue
(904) 488-6800

GEORGIA

Secretary of State
Corporations Division
(404) 656-2817

Georgia Dept. of Revenue
Tax Exemption
(404) 656-7043

HAWAII

Dept. of Commerce and Consumer Affairs
Business Registration Division
(808) 586-2727

Department of Taxation
(808) 587-1510

IDAHO

Secretary of State
(208) 334-2300

State Tax Commission
Dept. of Revenue and Taxation
(208) 334-7660

ILLINOIS

Secretary of State
Dept. of Business Services
(217) 782-7880

Illinois Dept. of Revenue
Income Tax Division
(217) 782-9922
(312) 917-3222

INDIANA

Secretary of State
Corporations Division
(317) 232-6576

Dept. of Revenue
(317) 232-2188

IOWA

Secretary of State
Corporations Division
(515) 281-5204

Iowa Dept. of Revenue
Business Section
(515) 281-3114

KANSAS

Secretary of State
Corporation Division
(785) 296-2236

Kansas Dept. of Revenue
(913) 296-6661

KENTUCKY

Secretary of State
(502) 564-2848

Commonwealth of Kentucky
Revenue Cabinet
Corporation Income Tax Section
(502) 564-3658

LOUISIANA

Secretary of State
Corporations Division
(502) 925-4704

Dept. of Revenue and Taxation
(504) 925-4611

MAINE

Secretary of State
Bureau of Corporations, Elections and Commissions
(207) 287-4195

Bureau of Taxation
Dept. of Finance and Administration
(207) 287-2086

MARYLAND

State Dept. of Assessments & Taxation
Corporate Charter Division
(410) 767-1350

Comptroller of the Treasury
(410) 767-1313

MASSACHUSETTS

Office of the Secretary of the Commonwealth
Corporations Division
(617) 727-9640

Dept. of Revenue
Determinations Bureau
(617) 727-0135

MICHIGAN

Consumer and Industry Services
Corporation, Securities and Land Development Bureau
Corporations Division
(517) 334-6206

Dept. of Treasury
Bureau of Collections
(517) 373-8030

MINNESOTA

Secretary of State
Business Services Division
(612) 296-2803

Minnesota Dept. of Revenue
(612) 296-0555
(800) 652-9747

MISSISSIPPI

Secretary of State
Corporate Division
(601) 359-1350

Miss. State Tax Commission
Income and Franchise Tax Division
(601) 359-1141

MISSOURI

Secretary of State
Corporations Division
(573) 751-2127

Missouri Dept. of Revenue
Income Taxes Bureau
(314) 751-4541

MONTANA

Secretary of State
Corporation Bureau
(406) 444-3665

State Dept. of Revenue
Natural Resource Incorporation Tax Division
(406) 444-2441

NEBRASKA

Secretary of State
Corporate Office
(402) 471-4079

Nebraska Dept. of Revenue
(402) 471-2971

NEVADA

Office of the Secretary of State
(702) 687-5203

Dept. of Taxation
(702) 687-4892
(800) 992-0900

NEW HAMPSHIRE

Secretary of State
Corporation Division
(603) 271-3244

Dept. of Revenue Administration
(603) 271-2186

NEW JERSEY

Dept. of State
Division of Commercial Recording
(609) 530-6400

Dept. of Treasury
Division of Taxation
(609) 292-5994

NEW MEXICO

State Corporation Commission
Corporation Dept.
(505) 827-4511

NM Taxation and Revenue Dept.
(505) 827-0700

NEW YORK

Department of State
Bureau of Corporations
(518) 473-2492

NY State Dept. of Taxation and Finance
Technical Services Bureau
(518) 457-6139

NORTH DAKOTA

Secretary of State
Corporations Division
(701) 328-4284

Corporate Income Tax Supervisor
ND State Tax Dept.
(701) 224-2045
(800) 472-2110 x3470

NORTH CAROLINA

Dept. of the Secretary of State
Corporations Division
(919) 733-4201

NC Dept. of Revenue
(919) 733-3166

OHIO

Secretary of State
Corporations Section
(614) 466-8438

Secretary of State
Corporate Income Tax Division
(614) 846-6712

OKLAHOMA

Secretary of State
Corporate Filing Division
(405) 522-4560

Oklahoma Tax Commission
(405) 521-1350

OREGON

Secretary of State
Corporation Division
(503) 986-2200

Oregon Dept. of Revenue
(503) 378-3725

PENNSYLVANIA

Dept. of State
Corporation Bureau
(717) 787-1057

Dept. of Revenue
Bureau of Corporation Taxes
(717) 783-6035

RHODE ISLAND

Secretary of State
Corporations Division
(401) 277-3040

Dept. of Administration
Division of Taxation
(401) 277-2905

SOUTH CAROLINA

Secretary of State
Corporation Dept.
(803) 734-2158

South Carolina Department of Revenue
(803) 737-5000

SOUTH DAKOTA

Secretary of State
(605) 773-4845

SD Dept. of Revenue
(605) 773-5141

TENNESSEE

Secretary of State
Division of Business Services
(615) 741-0537

Tennessee Dept. of Revenue
(615) 741-4105

TEXAS

Secretary of State
Corporations Section
(512) 463-5555
(800) 735-2989

Comptroller of Public Accounts
Exempt Organizations Section
(512) 463-4600
(800) 252-1381

UTAH

Dept. of Commerce
Division of Corporations and Commercial Code
(801) 530-4849

Utah State Tax Commission
(801) 530-4848

VERMONT

Secretary of State
Corporations Division
(802) 828-2386

Commissioner/Dept. of Taxes
Agency of Administration
(802) 828-2551

VIRGINIA

Clerk's Office
State Corporation Commission
(804) 371-9733

Dept. of Taxation
Richmond, VA

WASHINGTON

Secretary of State
Corporations Division
(360) 753-7115

Washington State Dept. of Revenue
(206) 753-5540

WEST VIRGINIA

Secretary of State
Corporations Division
(304) 558-6000

West Virginia Tax Dept.
Taxpayer Services Division
(304) 558-8609
(800) 642-9016

WISCONSIN

Department of Financial Institutions
Division of Corporate and Consumer Services
(608) 266-3590

Dept. of Revenue
(608) 266-2776

WYOMING

Secretary of State
Corporations Division
(307) 777-7311

Secretary of State
Dept. of Revenue
(307) 777-5235