

**BYLAWS**  
**OF**  
**TDIforAccess, Inc.**  
**Adopted October 29, 2022**

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## ARTICLE I

### MEMBERS

#### 1.1. Membership.

(a) TDIforAccess, Inc. (“TDI”) shall have two classes of membership: (i) regional members of TDI (“Regional Members”), which shall include individual members and professional members of TDI and (ii) general members of TDI (“General Members” and, together with the Regional Members, the “Members”)

(b) Any person who accepts election or appointment as a Director on the Board of Directors of TDI pursuant to these bylaws shall automatically, and without any further action or writing, become and remain a General Member for as long as they remain a Director of TDI.

(c) Each Member shall be a member of the Regional Group in which such Member’s principal residence or principal place of business, as applicable, is located. The Members may come from any of the five (5) Regions based on where they live or where they have a registered address: (A) the Central Region (Arkansas, Colorado, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas and Wyoming); (B) the Midwest Region (Illinois, Indiana, Kentucky, Michigan, Ohio, Tennessee and Wisconsin); (C) the Northeast Region (Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont); (D) the Southeast Region (Alabama, District of Columbia, Florida, Georgia, Maryland, Mississippi, North Carolina, South Carolina, Virginia and West Virginia); and (E) the West Region (Alaska, Arizona, California, Hawaii, Idaho, Nevada, Oregon, Utah and Washington). Membership in TDI is limited to persons or entities engaged in, or having interest in information and communication technologies for the deaf and hard of hearing, and who pay regular dues. Dues may be waived for Members for TDI recruitment purposes by direction of the Board of Directors.

(d) The annual dues payable to TDI by Members shall be established and may be changed from time to time by resolution of the Board of Directors.

(e) Dues may be waived for Members for TDI recruitment purposes by resolution of the Board of Directors.

(f) Any Member that is delinquent in the payment of any dues shall be deemed suspended upon written notice from TDI until all delinquent dues are paid.

1.2. Meetings. Annual or other regular meetings of Members are not required. Special meetings of the Members, or of any class or group of Members, may be called by the President, the Secretary, the board of directors of TDI (“Board”), or a majority of the Members entitled to vote at the meeting.

1.3. Quorum. Except as otherwise provided by law or the certificate of incorporation, a quorum for the transaction of business at any meeting of Members shall consist of a majority of the Members then serving and entitled to vote at the meeting, present in person or by proxy.

1.4. Election of Directors; Voting.

(a) The Members of each Region, voting as a separate Member class, shall be entitled to elect one director of TDI (each, a “Regional Director”). Unless otherwise provided in the Certificate of Incorporation, the Regional Directors shall be elected by a plurality of the votes cast in the election of such directors. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the Regional Members entitled to elect such director or directors, given either at a special meeting of such Regional Members duly called for that purpose or pursuant to a written consent of Regional Members. If one or more Regions fail to elect a director, then any directorship not so filled shall remain vacant until such time as the applicable Region elects a person to fill such directorship by vote or written consent in lieu of a meeting, and no such directorship may be filled by Members other than by the Members that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The General Members, exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of TDI. The directors elected by the General Members shall be elected by a majority of the votes cast in the election of such directors. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the Members entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this subsection, a vacancy in any directorship filled by the Members shall be filled only by vote or written consent in lieu of a meeting of such Members or by any remaining director or directors elected by such Members pursuant to this subsection.

(b) Except as otherwise provided by law, the certificate of incorporation or these bylaws, any other action shall be authorized by the vote of the majority of the General Members present in person or by proxy at the meeting and entitled to vote on the subject matter. Except with respect to the election of Regional Directors as specified in Section 1.4(a), Regional Members shall have no voting rights on any matter on which Members are entitled to vote.

1.5. Action by Written Consent in Lieu of a Meeting. Member action may be taken without a meeting if the Members having the power to approve such action at a meeting where all Members entitled to vote thereon were present consent thereto in writing (including by electronic transmission), and the writings are filed with the records of TDI, except as otherwise provided by law, the certificate of incorporation or these bylaws.

## ARTICLE II

### BOARD OF DIRECTORS

2.1. General Powers. The business and affairs of TDI shall be managed by or under the direction of the Board, which may exercise all of the powers permitted to or conferred on a board

of directors, except as limited by the certificate of incorporation, these bylaws, and those powers expressly reserved to the Members. The Board may adopt such rules and procedures, not inconsistent with the certificate of incorporation, these bylaws or applicable law, as it may deem proper for the conduct of its meetings and the management of TDI.

2.2. Number and Term.

(a) The Board may determine from time to time the number of directors constituting the entire Board. The phrase “entire Board” refers to the total number of voting directors that TDI would have if all vacancies were filled.

(b) Each director shall hold office for a term of four (4) years, with a maximum of two full consecutive terms (i.e., not counting any partial term to which such director had been appointed) and until a successor is duly elected and qualified, or until the director’s earlier death, resignation, disqualification or removal. No director who has served for two consecutive 4-year terms shall be eligible for re-election until twelve (12) months following the date on which such director’s last term expired.

2.3. Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director or action of the General Members. A director so elected shall hold office until the expiration of the term of office and a successor is duly elected and qualified, or such director’s earlier death, resignation or removal.

2.4. Resignation and Removal. Any director may resign at any time by written notice to TDI. Such resignation shall take effect upon receipt thereof by TDI, unless otherwise specified in the resignation. Except as prohibited by applicable law or the certificate of incorporation, one or more of the directors may be removed, with or without cause, by a majority of the Members entitled to vote in the election of such director.

2.5. Chair of the Board: Vice-Chair of the Board. The Board may appoint from its members a Chair and a Vice-Chair of the Board. Unless otherwise provided by the Board, the Chair of the Board, if one is appointed, shall preside, when present, at all meetings of the Board. The Chair shall have such other powers and shall perform such duties as the Board may from time to time designate. Unless otherwise provided by the Board, in the absence of the Chair, the Vice Chair, if one is elected, shall preside, when present, at all meetings of the Board. The Vice Chair shall have such other powers and shall perform such duties as the Board may from time to time designate.

2.6. Notice of Meetings and Waiver of Notice. Notice need not be given of regular meetings of the Board held at times and places fixed by resolution of the Board. Special meetings of the Board may be held at such times and at such places as may be determined by the Chair or the President on at least 24 hours’ notice to each director given by means other than by mail or on at least three days’ notice if given by mail. Special meetings shall be called by the Chair or the President in like manner and on like notice on the written request of any two or more directors.

2.7. Quorum and Manner of Acting. The presence of a majority of the entire Board constitutes a quorum. The affirmative vote of a majority of the directors present at a meeting shall be the act of the Board, unless otherwise provided by law, the certificate of incorporation, or these bylaws.

2.8. Action by Unanimous Written Consent in Lieu of a Meeting. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all directors or members of such committee consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of the Board or committee in accordance with applicable law.

2.9. Meeting by Video Conference or Similar Communications Equipment. Directors may participate in any meetings of the Board or any committee thereof through video conferences or other forms of communication that permit participants to communicate and be understood by all other participants, and such participation shall constitute the presence in person by such director at such meeting.

### ARTICLE III

#### COMMITTEES

3.1. Committee Composition and Authority.

(a) The Board may designate one or more committees. Each committee is to consist of one or more of the directors of TDI with such lawfully delegable powers and duties as the Board thereby confers to serve at the pleasure of the Board (each such committee, a “Board Committee”). Each Board Committee shall keep minutes of its proceedings, and actions taken by a Board Committee shall be reported to the Board. The Board may designate one more directors as alternate members of any Board Committee, who may replace any absent or disqualified member. Any such Board Committee, to the extent provided in the resolution or committee charter approved by the Board and subject to the provisions of law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of TDI.

(b) No Board Committee shall have the power or authority in reference to: (a) adopting, amending or repealing any of these bylaws, or adopting or amending any provision of the certificate of incorporation, (b) approving, adopting or recommending to the Members any action or matter (other than the election or removal of directors) expressly required by the Delaware General Corporation Law (the “DGCL”) to be submitted to Members for approval, (c) any other actions which may require the approval of the entire Board under applicable law, the certificate of incorporation or these bylaws, (d) filling vacancies in the Board or any Board Committee, (e) electing, appointing or removing any member of any Board Committee or any officer, or (f) amending or repealing any resolution of the Board.

3.2. Procedures, Quorum and Subcommittees. Each Board Committee shall keep minutes and make such reports as the Board may request from time to time. Except as the Board may otherwise determine, any Board Committee may make rules for the conduct of its business, but unless otherwise provided by the Board Committee or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these bylaws for the Board. The presence of a majority of the then-appointed voting members of a Board Committee shall constitute a quorum, and the vote of a majority of the voting members of the Board Committee present shall be the act of such Board Committee. Except as otherwise provided in the certificate of incorporation, these bylaws, or the resolutions of the Board designating the Board Committee, a Board Committee may create one or more subcommittees, each subcommittee to consist of one or more members of the Board Committee, and delegate to a subcommittee any or all of the powers and authority of the Board Committee.

3.3. Advisory Committees. The Board may establish one or more advisory committees whose members need not be directors. Advisory committees are not committees of the Board and may not exercise the powers of the Board, but shall be restricted to giving advice and making nonbinding recommendations to the Board or TDI and implementing Board decisions and policies under the supervision and control of the Board or a Board Committee.

3.4. Standing Board Committees. TDI shall have two standing Board Committees: a Finance Committee and a Governance Committee, which shall have the duties and responsibilities set forth below.

3.5. Finance Committee. The Finance Committee shall oversee the financial and internal audit of TDI, advise the Board on the selection and retention of TDI's independent auditors, and oversee the quality and integrity of TDI's budgeting and reporting practices.

3.6. Governance Committee. The Governance Committee shall be responsible for facilitating the effective execution of the governance responsibilities of the Board, including, among other things, the identification and recruitment of new directors, the orientation of new directors, meeting the ongoing development needs of the Board, evaluating the performance of individual directors and the Board as a whole, and in consultation with the Chair, as appropriate, recommending a slate of officers of TDI. The composition of the Governance Committee shall be determined by the Board and the members of the Governance Committee shall be appointed by the Chair in consultation with the Board. All other aspects of the function and procedures of the Nominating and Governance Committee shall be decided by the Board.

3.7. Action by Unanimous Written Consent in Lieu of a Meeting. Committee action may be taken without a meeting if all the members consent thereto in writing (including by electronic transmission), and the writing or writings are filed with the records of the committee.

## ARTICLE IV

### OFFICERS

4.1. Election and Qualifications. The Board shall appoint the officers of TDI, which shall include a President, Vice President, Secretary and Treasurer. Each officer shall have such



powers and duties as may be prescribed by these bylaws and as may be assigned by the Board. Any two or more offices may be held by the same person.

4.2. Term. Each officer shall hold office until his or her respective successor is elected and qualified or until his or her earlier death, resignation or removal. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board.

4.3. Resignation and Removal. Any officer may resign at any time upon written notice to TDI. Any officer may be removed from office, with or without cause, at any time by the Board. An officer may be removed by a two-thirds (2/3) majority vote of the entire Board at a duly convened meeting of the Board, providing that the officer has been given appropriate advance notice and an opportunity to defend their conduct according to the procedures described in the current edition of Robert's Rules of Order.

4.4. Duties and Authority. The officers shall have such duties and authority as customarily pertain to their offices except as modified by these bylaws or the Board.

(a) *President*. The President shall:

(1) Have such responsibilities and powers as may be delegated by the Board.

(2) Be subject to the policies and direction of the Board.

(3) See that all orders, policies, and resolutions of the Board are implemented.

(4) In the name of TDI, sign any notes, bonds, mortgage, or other evidence of indebtedness authorized by a 2/3 majority vote of the Board.

(5) Have the general powers and duties of supervision and management, usually vested in the office of President of any nonprofit organization.

(b) *Vice-President*. The Vice President shall have such other authority as from time to time may be assigned by the Board or the President.

(c) *Secretary*. The Secretary shall:

(1) Attend all Board meetings and business meetings of the TDI Membership and record the permanent minutes of all such meetings;

(2) See that all notices are duly given in accordance with the provisions of these Bylaws; and

(3) In general, perform all the duties normally incident to the office of Secretary, and such other duties as may, from time to time, be assigned by the President or the Board.

- (d) *Treasurer.* The Treasurer shall be responsible for:
- (1) Oversight of all of the financial affairs of TDI;
  - (2) Ensuring all fiscal reports are distributed to the Board in such times as may be required by the Board or the President;
  - (3) Development of the biennial budget in consultation with the President and the Finance Committee;
  - (4) Performing all duties incident to the office of Treasurer and such other duties as may, from time to time, be assigned by the President or the Board; and
  - (5) If required by the Board, be bonded in an amount to be determined by the Board for faithful performance of the duties of the office of Treasurer, and to ensure restoration to TDI of all books, papers, vouchers, money and property of whatever kind belonging to TDI in the event of either the death, resignation, retirement or removal from office of the Treasurer.
- (e) *Duties of Officers May Be Delegated.* In case any officer is absent, or for any other reason that the Board may deem sufficient, the President or the Board may delegate for the time being the powers or duties of such officer to any other officer or to any director.

## ARTICLE V

### INDEMNIFICATION

5.1. Right to Indemnification of Directors and Officers. TDI shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an “Indemnified Person”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of TDI or, while a director or officer of TDI, is or was serving at the request of TDI as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, TDI shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

5.2. Prepayment of Expenses of Directors and Officers. TDI shall pay the expenses (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, *provided, however,* that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon

receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article V **Error! Reference source not found.** or otherwise.

5.3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article V is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by TDI, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action TDI shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

5.4. Indemnification of Employees and Agents. TDI may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of TDI or, while an employee or agent of TDI, is or was serving at the request of TDI as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non- director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, TDI shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

5.5. Advancement of Expenses of Employees and Agents. TDI may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

5.6. Non exclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of Members or disinterested directors or otherwise.

5.7. Other Indemnification. TDI's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

5.8. Insurance. The Board may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain, at the TDI's expense, insurance (a) to indemnify TDI for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article V; and (b) to indemnify or insure directors, officers and

employees against liability in instances in which they may not otherwise be indemnified by TDI under the provisions of this Article V.

5.9. Nature of Rights. The indemnification rights provided in this Article V shall be a contract right and shall not be deemed exclusive of any other rights to which any person, whether or not entitled to be indemnified hereunder, may be entitled under any statute, by-law, agreement, action by TDI or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, agent or partner and inure to the benefit of the heirs, executors and administrators of such a person. Each person who is or becomes a director or officer of TDI shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article V.

5.10. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

6.1. Rules of Order. Robert's Rules of Order, revised current edition, shall be the parliamentary guide at all meetings of Members, the Board or Board Committees to the extent not in conflict with law, the certificate of incorporation or these Bylaws.

6.2. Amendments. These Bylaws may be may be amended or repealed and a new set of Bylaws adopted by the affirmative vote of two-thirds (2/3) of the entire Board at any duly convened meeting of the Board, provided that notice of the proposed changes be contained in the notice of the meeting and that notice of the meeting is given to all Board members at least ten (10) business days in advance of a scheduled meeting of the Board. The Secretary of TDI shall be permitted to make corrections of non-substantive errors in spelling, grammar, or numbering without amendment, subject to approval of the Board.

6.3. Dissolution.

(a) If it should be deemed advisable in the judgment of the Board of TDI that TDI should be dissolved, the Board, after the adoption of a resolution to that effect by a majority of the whole Board at any meeting called for that purpose, shall cause notice of the adoption of the resolution and of a meeting of the General Members to take action upon the resolution to be mailed to each Member entitled to vote thereon.

(b) TDI may be dissolved by a vote of two-thirds (2/3) of the General Members present at a special meeting called for that purpose.

6.4. Distribution of Assets Upon Dissolution.

(a) Upon the dissolution of TDI, and after payment of all then-existing debts and liabilities, all remaining assets shall be distributed equally among the Association of Late-Deafened Adults, the National Association of the Deaf, the American Association of the Deaf Blind, and the Hearing Loss Association of America; provided, that if one or more of these organizations is not then recognized as tax exempt organizations under section 501(c)3 of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), then the remaining assets shall be distributed among those organizations that are then recognized as tax exempt organizations.

(b) In the event that all of the organizations specified in Section 6.4(a) should either not be in existence or not be recognized by the Internal Revenue Service as tax exempt 501(c)3 organizations at the time of TDI dissolution, then the remaining assets of TDI shall be distributed to one or more other 501(c)3 organizations as shall be determined by the Board.