



EXECUTIVE
BRANCH

CLUB BYLAWS
&
RULES OF THE CLUB

Effective Date: August 19, 2025

1070 Wisconsin Ave NW, Washington, DC 20007
membership@executivebranch.com

TABLE OF CONTENTS

CLUB BYLAWS.....	2
ARTICLE I: Name, Purpose and Property	2
ARTICLE II: Governance	3
ARTICLE III: Finances.....	6
ARTICLE IV: Membership Types and Privileges.....	7
RULES OF THE CLUB	9
ARTICLE V: Responsibilities & Privileges; Facilities; Liability.....	10
ARTICLE VI: Guests & Family Privileges.....	11
<i>Guest Policy</i>	11
<i>Age Requirement; Guest Policy for Family Members</i>	11
ARTICLE VII: House Rules; Dress Code; Code of Conduct.....	12
<i>House Rules</i>	12
<i>Attire & Dress Code</i>	12
<i>Conduct</i>	13
<i>Reservations and Events</i>	13
<i>Employee & Staff Interactions</i>	13
<i>Prohibited Persons ("Prohibited persons")</i>	13
ARTICLE VIII: Member Charges & Payments	14
ARTICLE IX: Disciplinary Action; Membership Termination	15
ARTICLE X: CONFIDENTIALITY, Privacy and Security	16
ARTICLE XI: Founder Member Rules & Privileges	17
<i>Unaccompanied Guest Policy</i>	17
<i>Founder Member Events</i>	17
ARTICLE XII: DISPUTE RESOLUTION	19

CLUB BYLAWS

ARTICLE I: NAME, PURPOSE AND PROPERTY

1. **Name.** The “Club” regulated and managed under these Club Bylaws and the Rules of the Club is an organization known as “Executive Branch”.
2. **Purpose.** The Club exists to provide and maintain a proper place for enjoyment, pleasure, private dining and social interaction and experience for its Members, fostering a refined atmosphere of camaraderie, privacy, and exceptional hospitality.
3. **Property.**
 - (a) The property of the Club consists of the Premises and such other property as may be necessary for its purposes from time to time. The beneficial interests in the Club belong to Executive Branch LLC, a Wyoming limited liability company (“**Executive Branch LLC**”).
 - (b) The “**Premises**” of the Club consist of the leasehold interests of that certain real property located at 1070 Wisconsin Avenue Northwest, Washington, D.C. 20007 and such other adjacent real property as may be necessary for the Club’s purposes.
 - (c) The “**Facilities**” of the Club consist of the various rooms, bars, lounges, sitting areas, dining areas, social areas, and the accompanying facilities and amenities of each.

**ARTICLE II:
GOVERNANCE**

1. **Membership Committee.** The Club and its affairs shall be governed by a Membership Committee. The members of the Membership Committee are referred to herein as the “**Committee Members**”.
 - (a) **Appointments.** The Committee Members shall be appointed by the Class A Members of Executive Branch LLC (the “**Class A Members**”) at the time of such appointment with such Class A Members acting pursuant to a majority vote.
 - (b) **Number of Committee Members.** The initial number of Committee Members is five (5). The Class A Members may adjust the number of Committee Members on the Membership Committee at any time in their sole discretion with a unanimous vote of the Class A Members, *provided* that at no time shall the number of Committee Members be fewer than three (3).
 - (c) **Voting.** The Membership Committee shall vote on and otherwise approve any and all matters brought before it pursuant to a Majority Approval, unless otherwise expressly provided for herein. A “**Majority Approval**” means the affirmative approval of three (3) or more Committee Members, *provided* that, if at any time, there are fewer or more than five (5) Committee Members, then Majority Approval will mean the affirmative approval from more than 50.1% of the Committee Members.
 - (d) **Removal.** Any Committee Member may be removed from the Membership Committee by the unanimous vote of the other Committee Members then actively serving on the Membership Committee, or by a majority vote of the Class A Members.
 - (e) **Vacancies.** Any vacancy occurring on the Membership Committee shall be filled by the Class A Members acting pursuant to a majority vote.
 - (f) **Quorum.** The presence of a majority of the number of Committee Members on the Membership Committee shall constitute a quorum. A quorum of the Committee Members shall be required for the purposes of the Membership Committee transacting business or voting on matters.
 - (g) **Meetings.** The Membership Committee shall meet regularly, at such times and places as designated by the Membership Committee. The Membership Committee may meet by telephone, web-conference or in person, with the dates, times and places of such meetings as proposed by any Committee Member. At the request of any Committee Member, an agenda for such meeting may be prepared in advance by a Committee Member or the Secretary. No annual or other meetings of the Membership Committee is required, but the Membership Committee may meet from time to time as the Committee Members so desire in accordance with such procedures (if any) as the Committee Members may establish by Majority Approval.
 - (h) **Actions.** The Membership Committee may take actions without a formal meeting, *provided* that requisite consent to such action in accordance with these Bylaws is obtained from the Committee Members. Such consent may be given by telephone, text message, email or otherwise given in any other written or oral manner.
2. **Powers of the Membership Committee.** Without limiting the generality of Section 1 of this Article II, the Membership Committee shall have the following powers:
 - (a) To control and manage the grounds, buildings, property, Facilities and Premises of the Club;
 - (b) To make or authorize all contracts for purchase, improvements, or repairs;
 - (c) To appoint such subcommittees as it may consider necessary and to define their duties;

- (d) To prescribe rules for the use of the Facilities of the Club by non-Members (including guests);
 - (e) To make such rules and regulations as may be necessary for the government of the Club and its Members, and to later amend the same;
 - (f) To fix penalties for violations of the Rules of the Club and these Bylaws, and to enforce the same;
 - (g) To remit penalties for offenses against the Rules of the Club and these Bylaws, including unintentional violations of the same;
 - (h) To call special meetings of the Club, Management or its subcommittees to consider a specific subject;
 - (i) To make rules for its own governance, and to fix and enforce penalties for the violation of such rules;
 - (j) To terminate the membership of, censure, fine, suspend, or expel from the Club (collectively, "**Disciplinary Action**") any Member;
 - (k) To select, supervise, and terminate a General Manager of the Club, or such other manager(s) or employee(s) as the Membership Committee deems appropriate and to assign and delegate to the General Manager and other employees any and all duties, responsibilities, and authority, not otherwise inconsistent with these Bylaws as it deems appropriate, including those set forth in this Section 2 of Article II; and
 - (l) To generally manage and conduct all matters necessary for the welfare of the Club, when such duty is not imposed upon some other office or Management by these Bylaws.
3. **Officers.** The Membership Committee may appoint officers of the Club in its sole discretion, which may consist of a President, a Vice President, a Secretary, a Treasurer or any other office or title appointed by the Membership Committee. Officers need not be Committee Members. Any two or more offices may be held by the same person. To the extent appointed by the Membership Committee, such offices may have the following responsibilities:
- (a) **President; Vice President.** The President, and in the absence of the President, the Vice President, shall preside at all meetings of the Members of the Club and, to the extent requested by the Membership Committee, of the Membership Committee. In the event of their absence at a meeting of the Members of the Club, the Members may elect a presiding officer.
 - (b) **Secretary.** The Secretary shall attend to all matters appertaining to office of Secretary and shall oversee the policies and procedures of the Club relating to: notices to the Members; notices to the Membership Committee of all meetings of the Membership Committee; recording the proceedings of the Membership Committee; calling or otherwise making note of the roll of Membership Committee for all votes of the Membership Committee; and attending to all correspondence with Members under the direction of the Membership Committee. The Secretary shall serve in such position until his or her successor is appointed or he or she is otherwise removed from such office by the Membership Committee.
 - (c) **Treasurer.** The Treasurer shall oversee the policies of the Club relating to financial matters, including, without limitation, receiving all monies due and belonging to the Club; paying all bills approved by the Membership Committee; keeping an account with the General Manager or Chief Financial Officer for all monies and supplies of the Club; and giving bonds with security as approved by the Membership Committee.

4. **General Manager; Management.** Subject at all times to the authority and direction of the Membership Committee, the General Manager shall be the administrative head of the Club.
- (a) The General Manager shall have the authority to take all actions reasonably required to carry out the policies of the Club established by the Membership Committee.
 - (b) The General Manager may employ, on behalf of the Club, a “Chief Financial Officer” who shall have such financial and operational authority as the General Manager designates, and the General Manager further may employ, on behalf of the Club, such other managers, executive secretaries, and employees as the General Manager deems appropriate, *provided* that such actions are consistent with the directions and instructions of the Membership Committee.
 - (c) The Membership Committee, General Manager, Chief Financial Officer and certain other managers, executive secretaries, and employees designated by the General Manager or the Membership Committee are referred to herein as “**Management**”.
 - (d) Subject to such directions and instructions, the General Manager and the Chief Financial Officer shall be authorized to sign all contracts, agreements, instruments, certificates, and other documents as may be reasonably required to carry out the activities of the Club and to implement and carry out the policies and directions of the Membership Committee. The General Manager should be entitled to sign all contracts, agreements, instruments, certificates, and other documents as “General Manager”, and the Chief Financial Officer shall be entitled to sign all contracts, agreements, instruments, certificates, and other documents as “Chief Financial Officer”.
5. **Amendments.** These Bylaws and the Rules of the Club may be amended by the unanimous vote of the Membership Committee together with a majority vote of the Class A Members, with prior written notice provided to all Members and a copy of such amendment provided to the Members promptly following adoption. These Bylaws and the Rules of the Club will be interpreted by the Membership Committee.

**ARTICLE III:
FINANCES**

1. **Annual Dues.** The annual dues shall be fixed by the Membership Committee.
 - (a) Annual dues for Members, exclusive of applicable taxes and capital fees, are:
 - (1) Founder Members ... \$15,000 per annum.
 - (2) House Members ... \$15,000 per annum.
 - (3) Joint Members ... \$25,000 per annum.
 - (4) Public Sector Members ... \$ 5,000 per annum.
 - (a) Annual dues are billed on a January–December cycle and will be prorated based on member’s official membership start date.
 - (b) Annual dues are due by January 1st each calendar year, commencing in the calendar year immediately following the year of admission to the Club.
 - (c) Annual dues for the calendar year in which the Member is admitted to the Club are *gratis*.
2. **Initiation Fees.** The initiation fees shall be fixed by the Membership Committee from time to time and shall be set forth in each Members’ Membership Agreement. No later than seven (7) days after the Membership Committee offers an invitation to join the Club, and as a condition to joining to the Club, a prospective Member must pay its applicable initiation fee and applicable taxes and capital charges in accordance with its Membership Agreement.
3. **Fees and Dues Adjustments.** Management reserves the right to adjust initiation fees, dues and other charges for the Club or Club Facilities at any time and from time to time.
4. **Use of Funds.** All initiation fees, dues, taxes and capital fees and other charges shall be used for Club purposes, including, without limitation, operations, maintenance, and enhancements at the discretion of Management.
5. **No Assessments.** Additional assessments (i.e., blanket Member charges beyond initiation fees, dues, taxes and capital fees and event charges) shall not be levied unless approved by a majority vote of the full membership of the Club.
6. **Failure to Pay.** Failure by a Member to pay annual dues by **March 1st** may result in suspension of such Member’s membership privileges or termination of its membership in the Club, as determined by the Membership Committee in its sole discretion.
7. **Continuation of Dues.** In the event that Club Facilities are closed or operations are temporarily or permanently suspended, in whole or in part, annual dues will continue at the rates specified in these Bylaws.
8. **Outstanding Balances.** The Member’s outstanding balance for charges at the Club that remain unpaid for a period of greater than thirty (30) days past due may result in suspension of Membership privileges or termination of Membership in the Club. A **finance charge** will be applied to overdue accounts.

**ARTICLE IV:
MEMBERSHIP TYPES AND PRIVILEGES**

1. **Classes of Members.** Members are classed as Founder Members, House Members, Joint Members, Public Sector Members, and such other classes as may be established by the Membership Committee from time to time. Founder Members have special additional privileges relative to the other Members. Joint Members are comprised of two immediate family members (limited to spouses and parent-child relationships) who otherwise have the privileges and obligations of House Members. Public Sector Members have the same privileges and obligations as House Members, other than for initiation fees, dues and as otherwise provided in this Section. In order to be a Public Sector Member, the individual must, as determined by the Membership Committee: (x) be a government employee in the federal, state or local government of the United States of America, (y) be serving as military personnel in the U.S. armed forces, or (z) have his primary occupation be in the non-profit sector. A Public Sector Member's membership rights terminate immediately upon the earlier of the individual no longer meeting the criteria of a Public Sector Member as set forth in the previous sentence or notice from the Membership Committee.
2. **Limitations of Number of Members.** The Club shall have the following limitations on the number of Founder Members, House Members and Joint Members:
 - (a) **Founder Members.** The maximum number of Founder Members is twenty (20).
 - (b) **House, Joint and Public Sector Members.** The maximum aggregate number of other Members is three hundred (300).
 - (c) **Adjustments.** The Membership Committee may adjust membership limitations in its discretion from time to time.
3. **New Members.** Membership in the Club is by invitation only, extended at the sole discretion of the Membership Committee. Prospective members may be nominated to the Membership Committee by a current Member in good standing.
 - (a) It shall be the duty of the Membership Committee to make careful examination and to consider all communications in reference to each individual proposed for membership.
 - (b) It shall be the duty of each Member to communicate to the Membership Committee the possession of any information derogatory to the character of a proposed member or knowledge of any good reason as to why such proposed member should not become a member of the Club. All such communication shall be held in strict confidence by the Membership Committee.
 - (c) The Membership Committee shall vote to approve proposed members to the Club at such times and such places as it determines in its discretion.
 - (d) After the election of a new Member, the Secretary shall notify the elected person(s) and furnish such person(s) with a copy of the Club's Bylaws and the Rules of the Club, and upon such person paying to the Club the fees and dues as required, and executing such documents as the Membership Committee shall so determine, such person shall be entitled to the rights of a Member. Any person that has been elected and who does not comply with the foregoing requirements within seven (7) days from the date of the election of such person(s) shall be considered as having declined to become a member of the Club, and the election of such person(s) shall be void.
4. **Annual Review Process.** The Membership Committee reserves the right to review each Member's standing annually to ensure adherence to the Club's values and conduct expectations.
5. **Non-Transferable.** Membership is non-transferable and initiation fees, dues, fees and taxes are non-refundable under any circumstances.

6. **Membership Renewal.** Each Member's membership is automatically renewed on **January 1st** of each year unless such Member provides written notice to Management of its resignation on or prior to **December 1st** of any calendar year. Notwithstanding the foregoing, a Public Sector Member's membership rights terminate immediately upon the earlier of the individual no longer meeting the criteria of a Public Sector Member as set forth above or notice from the Membership Committee.

RULES OF THE CLUB

**ARTICLE V:
RESPONSIBILITIES & PRIVILEGES; FACILITIES; LIABILITY**

1. **Privileges.** All Members may use the Club subject to such Member's Membership Agreement, the Club's Bylaws and the Rules of the Club.
 - (a) No person whose privilege to use the Club is based upon a relationship to a Member will have any greater membership rights than such Member.
 - (b) Each Member is answerable to the Membership Committee for the conduct of any non-Member, including family members and guests of such Member, who use the Club under the privilege derived from such Member.
 - (c) All Members and other persons using the Club will be held to the standards of a "gentleman" or a "lady," as the case may be, as determined by the Membership Committee or Management in their sole discretion, and failure to conform to that standard may result in the termination of a Member's membership, fine, suspension, or expulsion from the Club.
2. **Statement of Infraction.** The Membership Committee will have the right to call upon any Member to make, on honor, a full statement (oral or written) in reference to any infraction of the Club's Bylaws or the Rules of the Club, and the Member will not be excused therefrom on the grounds that any statement would be self-incriminatory.
3. **Facilities.** Members and guests will enjoy access to all dining areas and bars, private dining areas, lounge rooms, meeting rooms, and all other Club Facilities located on Club Premises.
4. **Additional Facilities.** The Club may at any time, in its sole and absolute discretion, expand the Club Facilities or add additional Facilities either on or off-site, as it determines appropriate from time to time. If additional Facilities are added to the Club Facilities or the Club Facilities are expanded, the number of memberships issued in the Club may be increased.
5. **Hours of Operation.** The Club Premises will be opened and closed at such hours as Management will determine but will generally be closed by 11:00 p.m. each day and will be closed on Sundays, and all Members will be off the Club Premises during the hours and days on which the Club is closed. The Club Premises may be kept open beyond these hours by special permission of Management obtained in advance. Each Member remaining on Club Premises after the closing hours, or who prevents or obstructs the closing of the Club Premises, may be subject to Disciplinary Action.
6. **Decorations.** No person will be authorized to alter, decorate or move furniture in any Club Facility without prior approval of Management.
7. **Events.** From time to time with the prior approval of Management, the Club may hold special events, and Members may host invitation only dinners or other private events at the Club. In such instances, Management may establish criteria and rules for such events, including additional charges.
8. **Risks.** Members and their guests use the property, Premises and Facilities of the Club at their own risk. However, the Club will make every effort to ensure that all Club Facilities and the Club Premises are operated in a manner that provides a safe and enjoyable environment for all Members and guests.
9. **No Liability.** The Club will not, under any circumstances, be responsible for property of Members, visitors, guests, licensees, vendors, contractors, or other persons brought on the Club Premises for any purpose. The parking of automobiles for Members, visitors, guests, and other persons may be done as a courtesy, and the Club assumes no responsibility for such automobiles, damage thereto or any property left therein. Members assume all risks associated with participation in the Club and expressly waive any and all liability against the Club for personal injury or loss.

**ARTICLE VI:
GUESTS & FAMILY PRIVILEGES**

Members may invite guests to the Club under the established guest policy as set forth below.

GUEST POLICY

1. **Accompanied Guest Privileges.** All Members may bring up to five (5) guests to the Club on any given occasion.
2. **Unaccompanied Guest Privileges.** Founder Members have the privilege to invite Unaccompanied Guests in accordance with Article XI ("*Founder Member Rules & Privileges*").
3. **Guest Conduct.** Members are responsible for ensuring their guests' adherence to the Rules of the Club and for maintaining the strict privacy of the Club and its Members. Members are fully responsible for the behavior, decorum and conduct of their guests.
4. **Frequency.** In order to preserve the Club's exclusivity, each individual guest is limited to five (5) visits (each, a "**Guest Visit**") per calendar year unless otherwise authorized by Management. Guest Visit limits apply per guest, not per Member (*i.e.*, a single guest cannot visit more than five (5) times per year, even if invited by separate Members). Guest Visit limitations may be waived at the discretion of Management, including, without limitation, for attendance at special events at the Club.
5. **Guest Accompaniment.** Each guest, other than Unaccompanied Guests, must be accompanied by its sponsoring Member while on Club Premises.
6. **Guest Fees and Charges.** Guest fees may apply to any guest permitted on Club Premises, as may be determined by Management in its sole discretion and communicated to the Members from time to time. Any charges incurred by a guest will be charged to its sponsoring Member's account, and such sponsoring Member shall be responsible for all such charges.
7. **Guest Qualification.** All guests must be registered with the Club prior to entry. No Prohibited Person (as defined below) may be a guest of the Club without the prior written approval of Management in each instance. Management may from time to time establish additional criteria for being a guest. Management reserves the right to deny or revoke entry to any guest in Management's sole discretion.

AGE REQUIREMENT; GUEST POLICY FOR FAMILY MEMBERS

1. **Family Members.** A Member's family members and relatives (whether by law or by blood) are considered guests of the Club.
2. **Adults-Only Membership.** The Club is strictly for Members and their guests who are 21 years or older. Adult children of Members who are 21 years or older may visit as guests but must adhere to all Rules of the Club.
3. **No Children Allowed.** Persons under the age of 21, including family members of Members, are not permitted in the Club at any time unless expressly approved by Management.
4. **Member Responsibility.** Members are fully responsible for the conduct of their guests, including family members, and any violation of the Rules of the Club may result in Disciplinary Action.

**ARTICLE VII:
HOUSE RULES; DRESS CODE; CODE OF CONDUCT**

The Club upholds strict guidelines to preserve its refined atmosphere. Members are responsible for advising their guests of the Rules of the Club and other Club policies and for ensuring their compliance with the same. Management reserves the right to change the Rules of the Club and other Club policies at any time and from time to time in Management's sole discretion.

HOUSE RULES

1. **Voice and Video Calls.** Voice and video calls are strictly prohibited inside the Club Premises, except in areas specifically and expressly designated for voice and/or video calls. The silent, discrete use of cell phones and other electronic devices (such as email, texting or internet use, but not conversational or video use) are allowed, *provided* that such use does not interfere with or hinder the enjoyment of the Club and/or verbal activities for fellow Members or their guests.
2. **Electronic Devices on Silent.** While on Club Premises, electronic devices must be set to silent or vibrate at all times, including in areas of the Club where the use of cell phones and other electronic devices for voice or video calls is permitted.
3. **Business Papers.** The use of laptops (or similar devices) and/or the display of working or business papers, or other sensitive documents, in public areas of the Club (*e.g.*, the dining areas and bars) is prohibited, except as may be authorized by Management and in private areas specifically and expressly designated for such use.
4. **Smoking & Alcohol Policy.** Smoking, vaping and the use of e-cigarettes are strictly prohibited inside the Club. The Club maintains a full-service bar, and Members may not bring outside alcohol (or any other food or beverage) unless explicitly approved by Management. To protect Members, their guests, and the Club, alcoholic beverages will not be served to anyone under the legal drinking age who cannot show proper identification. Anyone appearing intoxicated will not be served alcoholic beverages.
5. **Pets.** Pets and other animals, other than service animals, are prohibited on Club Premises.
6. **Privacy and Security Policy.** All Members and guests must adhere to the Privacy and Security provisions provided in Article IX, including, without limitation, the restrictions on photography and video.

ATTIRE & DRESS CODE

The dress code is intended to uphold the spirit of the Club and therefore requires Members to be well dressed and maintain a sophisticated and elegant appearance as determined by Management. Management may deny entry to, or remove, anyone who does not meet the Club's dress standards. Exceptions to the attire set forth herein may include special events at which a separate dress code is required or appropriate.

Accepted Attire:

- Jackets are recommended however not required in the evening (generally, after 5:00 p.m.)
- Tailored suits or other attire
- Slacks, chinos or corduroy trousers
- Smart, clean fashion trainers
- Leather shoes

Prohibited Attire:

- T-shirts or overly casual clothing
- Shorts, sportswear or athleticwear
- Flip flops, sandals or open-toed-shoes
- Casual jeans or denim
- Ripped, torn or frayed clothing

CONDUCT

1. **Decorum.** Members and their guests shall conduct themselves with decorum, respect, and professionalism at all times, upholding the Club's standards of exclusivity and civility.
2. **Inappropriate Conduct.** Any conduct or behavior deemed inappropriate by the Membership Committee will not be tolerated and may result in Disciplinary Action, including termination of membership.

RESERVATIONS AND EVENTS

1. **Reservations.** All guest names must be provided in advance when making a reservation. Members with frequent cancellations within 24 hours of the reservation may be subject to penalties at the discretion of Management.
2. **Events & Private Functions.** Management may authorize the holding of special events at the Club or off-site for the benefit of Members and guests, including, without limitation, private dinners, semi-formal or formal galas or balls, or other similar events. If any event is hosted by the Club outside of the Club Facilities, all of the Club's Rules will apply as if the event was held at the Club Facilities. Members may host invitation-only private events within the Club, subject to approval by Management. All events are subject to rules established by Management for such event. Guests are permitted at private events but must be pre-registered with Management. The event host is responsible for the conduct of all guests in attendance. Publicity, advertising or solicitation of any such events is prohibited.

EMPLOYEE & STAFF INTERACTIONS

1. **Tipping.** Tipping of any Club personnel is prohibited, except for (i) tipping on a charge ticket where such option is provided or (ii) normal and customary tips for valet or car attendants.
2. **Reprimand of Employees.** Employees of the Club will not be reprimanded by Members, visitors or guests. Any complaint should instead be reported to Management.

PROHIBITED PERSONS ("PROHIBITED PERSONS")

1. **Press.** Media personnel, including, without limitation, members of the press or journalists, are not permitted in the Club or on Club Premises unless granted prior written approval by Management. If approved, such member of the press must sign a non-disclosure agreement presented by Management prior to entry, and no photography or other recording shall be permitted by such member of the press.
2. **Lobbyists.** Registered lobbyists are not permitted in the Club or on Club Premises unless granted prior written approval by Management. If any lobbyist is granted permission to enter the Club Premises, such lobbyist must sign a non-disclosure agreement presented by Management prior to entry.

**ARTICLE VIII:
MEMBER CHARGES & PAYMENTS**

1. Member Charge Processing and Receipts.

- (a) **Authorized Credit Card on File.** Each Member is required to maintain a valid and authorized credit card on file with the Club, which will be used to settle all charges on such Member's account unless a Member desires to use other methods of payment as arranged with Management. Cash will not be accepted at the Club unless otherwise approved by Management.
- (b) **Guest Charges.** If a Member is accompanied by a guest, the guest may provide their own credit card to settle the charges incurred during the visit if requested. In such instances, the guest's credit card will be charged directly, and the Member's account will not be charged.
- (c) **Real-Time Charge Closure.** All charges incurred by a Member during a visit to the Club, including, without limitation, those related to dining, will be closed out on the Member's credit card on file on the same day of service or the following business day.
- (d) **Receipts.** A bill or receipt will be presented only upon request by the Member. Upon closure of the Member's account for the evening, an electronic receipt will be automatically issued and sent to the Member via the email address provided in such Member's membership profile. Members will also have access to a secure online portal where they may view, download, and manage their charges, receipts and payment history.
- (e) **Exceptions and Modifications.** Any exceptions to this policy specific to a Member must be approved in writing by Management. The Club reserves the right to update payment processing procedures as necessary, with reasonable notice to Members.

2. Payments of Dues and Initiation Fees. A Member may pay its annual dues and initiation fees by wire transfer, ACH transfer, certified check, credit card, or other methods as may be approved by Management.

3. Returned or Denied Payments. Should a Member's credit card or other payment be returned or denied, a reasonable fine may be assessed to the Member's account, in addition to any other fees or penalties incurred by the Club in relation thereto.

**ARTICLE IX:
DISCIPLINARY ACTION; MEMBERSHIP TERMINATION**

1. **Expulsion.** The Membership Committee reserves the right to suspend, terminate and/or expel any Member of the Club in its sole discretion for any violations or infractions of the Rules of the Club or the Club's Bylaws, including due to the conduct or infractions by a Member's guest(s). Any Member subject to Disciplinary Actions shall not be entitled to any refunds of fees, dues or other charges.
2. **Voluntary Resignation.** Members may resign their membership by submitting written notice to the Membership Committee. No refunds will be issued for initiation fees or prepaid dues.
3. **Involuntary Termination.** Without limitation and in addition to the other infractions set forth in the Club's Bylaws and the Rules of the Club, a Member's membership may be terminated by the Membership Committee for:
 - (a) Failure to pay dues;
 - (b) Violation of the Club's Bylaws, the Rules of the Club or other policies of the Club established by Management; or
 - (c) Conduct deemed detrimental to the Club's reputation or atmosphere.
4. **Process.** Other than automatic suspensions for failure to pay a statement of account (as further described in Article VIII ("*Member Charges; Club Statements*")), suspension or termination of a Member's membership will require a Majority Approval of the Membership Committee.
 - (a) Prior to such vote by the Membership Committee, the Secretary will provide the applicable Member with a written notice of the alleged infractions or allegations against such Member, and such Member will be afforded the opportunity to defend itself against such allegations.
 - (b) Following a vote of the Membership Committee, there is no appeal process afforded to Members in connection with the applicable decision of the Membership Committee.
5. **Reinstatement Policy.** If a Member is suspended for any reason outlined in the Club's Bylaws or the Rules of the Club, reinstatement is not automatic and will be subject to review and approval by the Membership Committee.

**ARTICLE X:
CONFIDENTIALITY, PRIVACY AND SECURITY**

1. **Confidential Information.** Confidential Information includes all information, activities, conversations, and events that occur on the Club premises, or in connection with Club functions; identities of individuals as Members and guests; events, activities, or conversations occurring at the Club; any personal, professional, or business information disclosed in connection with the Club; Member directories, guest logs, reservations, and attendance records; and disputes, claims, or controversies involving the Club or its Members. Confidential Information does not include information (a) publicly known through no fault of the Member; (b) independently developed by the Member outside the Club; or (c) disclosed as required by law or valid legal process.
2. **Non-Disclosure Obligations.** All Members and guests of the Club have an expectation of strict privacy while on the Premises of the Club. Members and guests shall not disclose, transmit, publish, or otherwise make available Confidential Information to any person or entity, including but not limited to the press, social media platforms, or non-Members, without the Club's prior written consent in each instance.
3. **Membership Information and Security:** All Member and guest information, including directories, guest logs, reservations, and attendance records, shall be kept strictly confidential.
4. **Photography or Recordings Prohibited.** PHOTOGRAPHY, VIDEO RECORDING, AND AUDIO RECORDING OF ANY KIND ARE STRICTLY PROHIBITED, unless the express, specific and prior written approval has been granted by Management. Members and guests must respect the privacy of all individuals within the Club. Media personnel or journalists are not permitted on Club Premises or at Club events without prior written approval from Management in each instance.
5. **Photography Restrictions.** Management reserves the right to provide Members and guests with, and require them to use, coverings for electronic device camera lenses and other photographic or recording apparatuses.
6. **Non-Disparagement.** Members shall not make or publish any statements, orally or in writing, including, without limitation, through traditional or social media, that disparage, ridicule, or otherwise harm or damage the reputation of the Club, its Members as members, or its staff. This section shall not prevent Members from making truthful statements required by law or government inquiry.
7. **Remedies.** Any breach of this Article X constitutes grounds for Disciplinary Action, including, without limitation, removal from the Club, suspension of membership privileges or termination of membership or guest privileges. The Club shall be entitled to injunctive relief, damages, and reasonable attorneys' fees in the event of a breach.
8. **Security Cameras.** Notwithstanding the foregoing, the Club reserves the right to use closed circuit television, security cameras and other recording devices to maintain and uphold security at the Club, in each case in its sole discretion. Such recordings will not be made available to the public; however, such recordings may be made available to law enforcement as required or otherwise determined by Management in its sole discretion.

..

**ARTICLE XI:
FOUNDER MEMBER RULES & PRIVILEGES**

Below sets forth certain rules and privileges exclusively governing the Founder Members.

UNACCOMPANIED GUEST POLICY

1. **Guest Policy Exception.** Founder Members have the privilege of inviting Unaccompanied Guests to the Club in accordance with this Article XI. In the event of a conflict between the rules and policies set forth in this Article XI and any other Rules of the Club, the provisions set forth in this Article XI shall supersede and control.
2. **Notification of Unaccompanied Guests.** Founder Members may from time to time notify Management of its intent to invite a guest to use the Club's Facilities and be on the Club's Premises without the presence or accompaniment of such Founder Member (each, an "**Unaccompanied Guest**"). Such notification must be delivered at least one (1) business day in advance of the Unaccompanied Guest arriving at the Club; thereafter, Management will register such Unaccompanied Guest on the applicable Founder Member's account. The applicable Founder Member must indicate to Management whether such Unaccompanied Guest will be authorized to charge for goods and services on such Founder Member's account.
3. **Length of Use; Number of Visits.** Each Unaccompanied Guest will be authorized to use the Club for the period of time so requested by the Founder Member, with such time not to exceed the remainder of the calendar year in which it was registered. Each Unaccompanied Guest will be permitted to use the Club's Facilities and be on Club Premises no more than five (5) days in any calendar year.
4. **Guests on Club Premises.** Each Founder Member may have up to five (5) Unaccompanied Guests on Club Premises on any given day, regardless of whether the Founding Member is on Club Premises, unless otherwise approved in advance by Management.
5. **Denial of Entry.** Management reserves the right to deny entry to, or revoke Unaccompanied Guest status of, any Unaccompanied Guests in its sole discretion, including due to prior infractions by such Unaccompanied Guest or abuses of the Unaccompanied Guest policy by the applicable Founder Member.
6. **Use of Club Facilities.** Each Unaccompanied Guest will be entitled to unaccompanied use of the Facilities of the Club in accordance with the Club's Bylaws and the Rules of the Club. The sponsoring Founder Member is responsible for the conduct of its Unaccompanied Guests and for the purchase of goods or services by such Unaccompanied Guests. Unaccompanied Guests will be offered charge tickets to pay for their goods and services purchased at the Club, unless such Unaccompanied Guest is registered and authorized to make expenditures on the applicable Founder Member's account.
7. **No Guests of Unaccompanied Guests.** Unaccompanied Guests are prohibited from bringing their own guests without the presence of the sponsoring Founder Member.
8. **Reservation Priority.** In the event that an Unaccompanied Guest would like to make a reservation at the Club's Facilities, such reservation is subject to change and reprioritization in favor of Members of the Club (including House Members and Joint Members), in each case, as determined by Management in its sole discretion.

FOUNDER MEMBER EVENTS

1. **Special Events.** On an interim basis (*e.g.*, annual or semi-annual), the Club will host special private events that are for the use and enjoyment by the Founder Members and their designated guests, as further described in connection with such event. Such events may include private dinners, semi-formal or formal galas or balls, or other similar events, and such events may be held on the Club Premises or off-site.

**ARTICLE XII:
DISPUTE RESOLUTION**

Any dispute, controversy, or claim arising out of or relating to the Club, including, without limitation, use of the Club, membership in the Club, or participation in Club activities, shall be resolved in accordance with the following procedures, which are intended to preserve the confidentiality and integrity of the Club and its Members.

1. Internal Resolution. The parties shall first submit the dispute to the Club's Membership Committee (or designated committee) for confidential review and attempted resolution.
2. Mediation. If the dispute cannot be resolved internally within thirty (30) days, the parties shall participate in confidential mediation administered by JAMS in Washington, DC., with the costs shared equally by the parties unless otherwise agreed.
3. Arbitration. If mediation does not resolve the dispute, the matter shall be submitted to confidential binding arbitration before a single arbitrator, administered by JAMS in Washington, DC., pursuant to its Comprehensive Arbitration Rules. The arbitrator shall have authority to award equitable relief, damages, and reasonable attorneys' fees and costs to the prevailing party.
4. Confidentiality. The existence of the dispute, as well as all proceedings, filings, evidence, testimony, settlements, awards, and related information, shall remain strictly confidential and shall not be disclosed to any third party except to the extent necessary to enforce an arbitration award, comply with applicable law, or consult legal or financial advisors bound by confidentiality.
5. Injunctive Relief. Notwithstanding the foregoing, the Club retains the right to seek immediate temporary or permanent injunctive relief in a court of competent jurisdiction to prevent the unauthorized disclosure of Confidential Information.