

Bylaws & Code of Conduct

Idaho Pasture Pig Registry, LLC

These Bylaws govern the affairs of the Idaho Pasture Pig Registry, a Wisconsin Limited Liability Company.

Article I - Name

The name of the limited liability corporation shall be Idaho Pasture Pig Registry, LLC and will be referred to herein as the "Registry" and from time to time referenced as the "IPPR."

Article II - Purposes of the Registry

The Idaho Pasture Pig Registry is a mission-based breed registry established in 2014 by Dave & Jodi Cronauer.

Adherence to the Registry's mission is critical to achieving its goals. The Registry's goals are to bring honor, recognition, and preservation to the Idaho Pasture Pig breed. The Registry is committed to remaining quality based, culturally sensitive, and socially responsible. The purpose for which the Registry is organized is to promote social welfare through the benevolent, agricultural, fraternal, and educational oversight and development of significant matters that may impact the maintenance, preservation, promotion, and integrity of the breeding and registration of the Idaho Pasture Pig breed.

Moreover, the Registry's purpose shall include the education of the public about the Idaho Pasture Pig breed and the preservation through strict registration of the Idaho Pasture Pig breed. The Registry may, from time to time, engage in activities that seek to affect the establishment or changes that are in furtherance of the afore-mentioned purposes. Further, for registration purposes, this Registry will not allow crossbreeding in any form and shall have the purpose of protecting the purity, perfection, and wholesomeness of the Idaho Pasture Pig breed. For the purposes herein, an Idaho Pasture Pig is composed of the Old Berkshire, Duroc, and Kunekune breeds. The integrity of all three of these breeds create an Idaho Pasture Pig and the goal of the IPPR is to uphold all the genetics and not favor one over the other.

Neither any donation made to the Registry nor any fund or property arising therefrom, in whatever form it may take, shall be diverted from the purposes set forth herein. The Registry will exercise all the powers and duties set forth in these Bylaws and will have and exercise any, and all powers, rights and privileges organized under the State of Wisconsin.

Article III - Membership

Section 1. Types of Membership

The members of this Registry consist of three (3) types:

Basic Member – A Basic Member is a breeder who has paid the basic dues and includes the farm/breeder prefix and the ability to do litter notifications and registrations ("Registrations") through access to the member's personal online account, and complete transfers. Members will be considered active ("Active") if they complete at least one litter notification per year. Breeders who are under eighteen (18) years old can obtain a Basic membership, but minors must have a parent or legal guardian listed as the responsible party.

Premium Member – A Premium Member is a breeder who has already obtained the Basic membership and is an Active breeder in good standing with the IPPR. The Premium membership includes a farm listing on the Registered Breeder page, the use of the co-efficient of inbreeding calculator (“COI”) and hypothetical mating calculator, access to a herd book (once it is active), as well as IPPR updates, reminders, and information via email.

Temporary Member – A Temporary Member is a member who is getting out of raising Idaho Pasture Pigs and is selling all owned Registered pigs. A Temporary Member will not have access to an online account and will only be permitted to complete the transfer of currently owned Registered pigs. A Temporary Member will not be able to execute litter notifications or registrations of any kind. Temporary Membership shall only be active for thirty (30) days.

Section 2. Dues and Fees

(a) Annual dues for each class of Membership shall be in such amount as established by the Advisory Board and IPPR owners (the “Directors”). Annual dues become due on July 1 of the Membership year, which runs July 1 through June 30. There is a one-month period to renew membership prior to July 1 that will carry over to the next year.

(b) The Advisory Board and Directors may set fees in amounts and for purposes they determine to be in the best interest of the Registry.

Section 3. Good Standing

Members in good standing are defined as a Member who has paid all dues, has no fees in arrears and is not under any investigation for violation of any Rules and Regulations, the By-Laws, the Code of Conduct, or other rule, regulation, or policy of the Idaho Pasture Pig Registry. All Members in good standing have equal rights and responsibilities with respect to the Idaho Pasture Pig Registry and shall be bound by its Bylaws, Code of Conduct and other rules, regulations, and policies, and by the actions of its Advisory Board and Directors of the IPPR.

All Registered breeders must read and agree to the Bylaws and Code of Conduct upon their initial entrance into their online account following December 31st, 2023, and each year thereafter on or after July 1st in order to remain Active.

Every Member in good standing shall have the right to attend the open session of any Advisory Board meeting if they so choose. Desire to attend an open session must be submitted to the Registrar prior to the 1st of the month preceding that meeting.

Section 4. Removal

(a) Any Premium Member who does not pay dues by July 1st will cease to be a Premium Member, but will maintain the Basic Membership.

(b) The Advisory Board and Directors of the IPPR by two-thirds (2/3) affirmative vote, after appropriate notice and hearing, may suspend or revoke membership for any Member for cause, including but not limited to the following: (Procedure listed in Article III, section 4(c) through (e).

- (1) Any unauthorized use of the term "Idaho Pasture Pig Registry";
- (2) Any act or conduct that is not in the best interests of the IPPR or otherwise harms public confidence in the name "Idaho Pasture Pig Registry," "Registry" or "IPPR" or its Advisory Board or Directors;
- (3) Violation of any provision of these Bylaws & Code of Conduct, or any rule, regulation, or policy adopted by the IPPR;
- (4) Failing to uphold or working to change the stated Breed Standard for the Idaho Pasture Pig Registry in any way; or
- (5) Causing harm to another owner or breeder such as, but not limited to: illegitimate complaints filed against member, verbal abuse of another breeder or owner, harassing owner/breeders/potential owners for any reason, unwarranted complaints issued against other breeders, etc. (see Grievance Report & Process Article III, Section 11), wherein:
 - a. Three (3) substantiated grievance reports filed against a breeder shall result in an automatic suspension of Premium Membership for that breeder for a one-year period or until complaint/behavior is resolved. A special closed meeting relating to the substantiated grievance reports will then be held by the Advisory Board and Directors to review such grievances and circumstances relating thereto. If the Advisory Board and Directors find, by a 2/3 vote, that a hearing is warranted, steps will generally follow the procedure as set forth in Article III, Section 4(e).
 - b. Three (3) unsubstantiated grievance reports filed by a breeder will result in an automatic suspension of that breeder's Premium Membership for a one-year period without refund of monies paid. A special closed meeting relating to the unsubstantiated grievance reports will then be held by the Advisory Board and Directors to review such grievances and the circumstances relating thereto. If the Advisory Board and Directors find, by a 2/3 vote, that a hearing is warranted, steps will generally follow the procedure as set forth in Article III, Section 4(e).
- (6) Trademark infringement or Copyright infringement of any material or herd book information that is the property of the Idaho Pasture Pig Registry.
- (7) Trade Secrets of the IPPR are the valuable and sole property of the IPPR. Such Trade Secrets include, but are not limited to, IPPR herd books, registration numbering systems, registration lists, breeder lists, Member lists, and the like. The obligations to preserve the secrecy and confidential nature of the IPPR's Trade Secrets are absolute and shall apply equally to all active Members and former Members. Any disclosure of the Trade Secret by an active breeder shall result in the immediate termination of the IPPR membership and removal of the breeder from the Registry without refund and without recourse. In addition, the IPPR reserves the right to seek recourse under law and equity, including monetary and punitive damages, against an individual, whether a current or former Member who discloses Trade Secrets of the IPPR.
- (8) The Directors and Advisory Board reserve the right to decline a membership or a renewal thereof for any reason, including where an individual is not in good standing with the IPPR.

Procedure for Removal:

(c) Prior to the removal or suspension of a breeder, the Directors will issue a written notice to the breeder allowing such breeder thirty (30) days to cure or rectify any adverse behavior to the satisfaction of the Directors.

(d) If the breeder has not cured or rectified the adverse behavior within 30 days, the Premium Membership will be suspended and an additional thirty (30) days will be allotted to the breeder to correct and/or cure the adverse behavior. At this time, the breeder and their respective farm will be deemed to be “not in good standing” with the IPPR until the adverse behavior has been rectified to the satisfaction of the Directors within such additional thirty (30) day period.

(e) If at the end of 60 days, the breeder has not appropriately corrected adverse behavior such as those previously listed, a hearing will be necessary. To the extent a hearing becomes necessary, it shall be conducted by former United States Magistrate Judge David Jones (or, if he is not available, an arbitrator from Resolute Systems who is acceptable to the Parties.) The affected Registry member and the Registry shall each be responsible for paying ½ of Mr. Jones’ fees and costs, or another arbitrator if necessary. Mr. Jones or another arbitrator from Resolute Systems will determine removal from the Registry if appropriate.

(f) Individual Registry Members shall receive an official registration certificate for each Idaho Pasture Pig registered with the Registry. The Registry will not deregister such pigs even if the breeder of those pigs is later removed from the Membership of the Registry.

Section 5. Resignation

Any Member may resign or inactivate their Basic or Premium membership at any time by filing written resignation with the Registrar. A resignation or inactivation does not relieve a Member of an obligation under this agreement, including the obligation to pay dues, assessments, or other charges accrued and unpaid.

Section 6. No Transfer of Membership

Membership in this Registry is not transferable or assignable.

Section 7. Cessation of Property Interest

To the extent that Members have any property interest in the Registry, all rights, title, and interest, both legal and equitable, of a Member in and to any property of the Registry ceases in the event of any of the following: (1) expulsion or termination of Membership; (2) removal from the Registry, (3) failure to pay dues owed to the Registry; (3) resignation; or (4) death.

Section 8. List of Members

Each year, the Registry will maintain a list of its Premium Membership. All Members are responsible for notifying the Registry in writing of any change to their contact information. A membership form will be provided on the IPPR website. A Premium Member must notify the Registry if they do not want their information to appear on the public listing. The Registry will not sell its membership list or provide it to third parties for purposes other than Registry purposes.

Section 9. Regions

The Idaho Pasture Pig Registry will recognize the following regions for the purpose of having an Advisory Board member to assist and represent Members within those regions. (These regions may change at any time based on a majority vote of the Advisory Board and the Directors.)

Region 1 (Blue): Maryland, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Vermont, New Hampshire, Maine, Pennsylvania, Delaware, Washington DC, Virginia, West Virginia, North Carolina, South Carolina

Region 2 (Red): Ohio, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, Arkansas, Louisiana, Atlantic US Territories

Region 3 (Orange): Iowa, Nebraska, Wisconsin, Michigan, Missouri, Indiana, Illinois, Kansas

Region 4 (Green): Minnesota, North Dakota, South Dakota, Montana, Wyoming, Idaho, Washington, Oregon, Alaska

Region 5 (Yellow): California, Nevada, Utah, Arizona, Hawaii, Colorado, New Mexico, Oklahoma, Texas, Pacific US Territories

Section 10. Litigation, Hearings and Disciplinary Procedures.

No Advisory Board member will bring action or suit against the Idaho Pasture Pig Registry while in office. Any IPPR registered breeder, or a non-member who purchases Idaho Pasture Pig Registry registered pigs, attends Registry events, participates in, or files any Registry forms or applications, will be responsible for their own attorney fees if they file action or suit against the Idaho Pasture Pig Registry. In addition, if they are unsuccessful in their attempts, they will reimburse the Idaho Pasture Pig Registry for all attorney fees, court costs and other expenditures used in defense of such suit or action. If a lawsuit is filed against the IPPR, such lawsuit shall be governed by the laws of the State of Wisconsin, USA pertaining to contracts made and performed within that state, without recourse to any conflicts of laws principles, and the parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the state of Wisconsin, Forest County.

Prior to filing a lawsuit against the IPPR, a Member must file a Grievance Report with the Registrar, whereinafter the Advisory Board and the Directors will implement a possible resolution within 30 days if feasible. If a resolution satisfactory to the filer is not met, the matter will then be taken to former United States Magistrate Judge David Jones (or, if he is not available, an arbitrator from Resolute Systems). The affected Registry member filing the grievance against the IPPR and the Registry itself shall each be responsible for paying ½ of Mr. Jones' fees and costs (or other arbitrator if necessary). The parties hereby agree to abide by the Arbitrator's decision.

Section 11. Member Discipline (the Grievance Procedure).

Any Member, or any non-member who owns an IPPR Registered Idaho Pasture Pig or an Idaho Pasture Pig barrow, who is found to cause harm, slander, or libel towards the IPPR or any other IPPR Member may have their Premium Membership suspended (or not permitted in the future) by a unanimous vote of the Advisory Board and Directors of the IPPR at a meeting where a quorum is present. In order to protect the privacy of the Member in question, the vote shall be conducted during a closed-door session

with the member having been formally given a 30-day written notice, at which point the member has an additional thirty (30) days to provide a written appeal to the Advisory Board and Directors of the IPPR. If the Advisory Board and Directors determine, in their sole discretion, that a hearing is warranted after the 60 days, the procedure will follow the same general procedure as noted in Article III, Section 4(e).

a. Any Member may file a complaint or grievance to the Registry. Such complaint or grievance shall be submitted in writing via mail (to the Registry mailing address) or email (at the Registry email address) using the Grievance Procedure found on the Registry website.

b. Suspension: all small infractions, the severity of which are determined at the sole discretion of the Board and the Directors, follow the methods above for discipline. If the vote finds the Member in violation, then such Member will receive a written warning. Upon the provision of three (3) warnings, regardless of the time between, will result in a hearing for removal of Membership perpetuity. The procedure set forth in Article III, Section 4(e) will be generally utilized for any such hearing.

c. Removal: all severe infractions, the severity of which are determined at the sole discretion of the Advisory Board and the Directors, or an accumulation of three (3) written warnings, follow the methods above for discipline. If the vote of the Board and owners of the IPPR finds the Member in violation, then they will have their Premium Membership suspended, and a hearing will be warranted following the guidelines listed in Article III Section 3(c) through (e). If the hearing finds that removal is necessary, the Member will be barred from ever being reinstated as a Member or from holding any office or position with the Registry. In the event of a removal from the Registry, the removed Member will retain the actual Official Registration Certificate for each Idaho Pasture Pig previously registered to them and the Registry will not deregister those pigs, however no additional Idaho Pasture Pigs shall be Registered to such removed Member. Notwithstanding that a removed Member may retain the Official Registration Certificate, all information contained on the Certificate shall remain the proprietary property of the Registry.

Article IV – Advisory Board

1. General Powers. The affairs of the Registry shall be managed by a minimum of three (3) Advisory Board members and the two (2) owners of the IPPR, Jodi and Dave Cronauer (referred to as the “Directors”).

The Bylaws and “Rules and Regulations” affecting registration of Idaho Pasture Pigs shall be subject to change by the Advisory Board and the Directors at their sole discretion without notice. The Advisory Board and Directors shall have the power and authority to make, amend, repeal and enforce any rule, regulation, or policy of these Bylaws & Code of Conduct as they may deem expedient concerning the conduct, management and activities of Idaho Pasture Pig Registry, the admission, classification, qualification, suspension and expulsion of members, removal of officers, the rules of regulations governing the procedure of such suspension, expulsion and removal, the fixing and collecting of dues and fees, the maintenance of the herd books, registrations, and other details relating to the general purposes of Idaho Pasture Pig Registry, all, subject to revision or amendment.

2. Qualifications of Advisory Board members.

Advisory Board members must meet the following requirements:

- a. Be an Active Premium Registered breeder (an active registered breeder is a breeder who submits at least one litter notification within the year);
- b. Be in good standing with the Idaho Pasture Pig Registry;
- c. Reside in the region listed in Article III, Section 9 for which they are applying to become the Advisory Board member representative; and
- d. Actively supports the goal to help preserve and provide education related to the Idaho Pasture Pigs.

3. Regular Meetings. A regular meeting of the Advisory Board and Directors of the IPPR shall be held quarterly. The regular meetings may be held in person or via video conference (eg. Zoom or Google Meets), which shall constitute presence in person at such meeting.

4. Special Meetings. Special meetings of the Advisory Board and Directors of the IPPR may be called by or at the request of the owners, or any member of the Advisory Board. Special meetings can be held in person or via video conference.

5. Quorum. A simple majority of the Advisory Board members and Directors shall constitute a quorum for the transaction of business at any meeting.

6. Manner of Acting. The act of the majority of the Advisory Board members and the Directors present at a meeting shall be the act of the Advisory Board as a whole.

7. Vacancies. Any vacancy occurring on the Advisory Board will be filled by the affirmative simple majority vote of the remaining Advisory Board members and the Directors. The Advisory Board can choose to increase or decrease the number of Board members provided the number is never fewer than three (3). If a vacancy is created by an increase in the number of Board members, that vacancy will be filled by simple majority vote by a quorum of the active Advisory Board members and Directors qualified to vote.

8. Compensation. No Advisory Board member shall receive compensation for attending or participating in each regular or special meeting of the Advisory Board. Advisory Board membership is not a paid position.

9. Presumption of Assent. An Advisory Board member and Director who is present at a meeting in which action on any Registry matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the Secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to an Advisory Board member who voted in favor of such action.

10. Conflict of Interest of Advisory Board Members in Contracts. The Advisory Board and individual members thereof shall comply with the Conflict of Interest Policy (Set forth in Article VI).

11. Action by Directors without Meeting. Any action required or permitted to be taken at a meeting of the Advisory Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of the members of the Advisory Board and the Directors, as the case may be.

12. Reliance on Reports. An Advisory Board member in the discharge of duty imposed of power conferred on such Advisory Board member, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the Registry or another person, that were prepared or presented by officers or members of the Registry, legal counsel, public accountants, or a committee of the Advisory Board of which a Director is not a member.

13. Advisory Board Application. Anyone wishing to serve on the Advisory Board must submit an application containing at least the following information to the Registrar via email.

1. Full name & farm name
2. Length of time raising pigs/length of time raising IPP
3. What you feel you could add/bring to the IPPR
4. How you would benefit the Advisory Board as well as the Idaho Pasture Pig breed
5. Where you see yourself in 3 and 5 years respectively

14. Removal. An Advisory Board member can be removed for any reason, including the reasons as established in Article III, Section 4. In addition, an Advisory Board member can be removed for not attending at least fifty-percent (50%) of all Advisory Board meetings within a given year. This removal is subject to a majority vote of a quorum of the remaining Advisory Board members and Directors.

15. Notice and Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient and delivered if provided by mail or email, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Article V – Officers

1. Number. The officers of the Registry shall be a President, Vice-President, and a Secretary. Other officers and assistant officers as may be deemed necessary. Any two (2) or more offices may be held by the same person.

2. The President. The President shall be the chief executive officer of the Registry and shall in general supervise and control all business and affairs of the Registry. He or she may agree upon and execute any deeds, mortgages, bonds, contracts, and other obligations in the name of the Registry or assign these powers. In general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Advisory Board. The President shall be one of the owners of the IPPR.

3. Vice President(s). In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. In addition, the Vice President shall perform such duties as from time to time may be assigned to him or her by the President, or by the Advisory Board. The Vice President shall be one of the owners of the Registry.

4. Secretary. The office of Secretary shall be held by one of the Advisory Board members of the IPPR, elected by a simple majority of a quorum of the Advisory Board and the Directors. The Secretary shall keep the minutes of the Advisory Board meetings and relay them to the rest of the Advisory Board members and the Directors within three (3) days of the end of the meeting. The Secretary shall be an Advisory Board member.

5. Registrar: The President or Vice President shall serve as Registrar.

Article VI – Conflict of Interest

It is the policy of the Idaho Pasture Pig Registry that all Advisory Board members and IPPR registered breeders avoid any conflict between their interests and those of the IPPR. The IPPR expects all Advisory Board members, IPPR registered breeders, members, and non-members to support the Registry's mission, goals, rules, regulation, policies, and programs as well as to conduct themselves in an ethical manner. The principles guiding this policy are so that no Advisory Board members or IPPR registered breeders have or appear to have personal interests or relationships that conflict with the best interests of the IPPR.

1. Direct examples:

a. Advisory Board member: No Advisory Board member of the IPPR may be a Director, Advisory Board member, or member of a Board of an opposing or competing Registry, Society, Association, etc. for Idaho Pasture Pigs.

1. An Advisory Board member shall not participate in any decisions as part of their duties as an IPPR Advisory Board member if their interest in any company or business might adversely affect the best interests of the IPPR.

2. An Advisory Board member shall not participate in any decisions as part of their duties as an Advisory Board member if they alone would stand to gain a financial or any other benefit based upon the outcome of the decision.

b. Registered Breeders: Members may not show or appear to show preference or favor to any suppliers, customers, contractors, or other persons seeking to do or actively doing business with IPPR based on anything other than appropriate business concerns.

1. Registered breeders may not enter pigs of any age or category for another affiliate that is not working in conjunction with the IPPR if there is a potential for conflict of interest.

2. Registered breeders may not be an owner, director, or board member of an opposing or competing entity that registers or certifies Idaho Pasture Pigs.

2. Disclosure

a. All Advisory Board members and IPPR registered breeders must disclose any potential conflict of interest in writing to the Advisory Board and the Directors prior to engaging in any activity that may cause or appear to cause a conflict of interest. Failure to disclose a potential or actual conflict of interest

in writing to the IPPR may result in discipline, up to and including expulsion from the IPPR without refund.

b. Should a potential for conflict of interest happen, Advisory Board members and IPPR registered breeders must take all measures to recuse themselves from the related situation or decision before any further action is taken.

c. Should a conflict of interest be cured prior to an action, as proven in a written submission to the Advisory Board and Directors, and wherein such cure is approved thereafter, then such person may participate such action. A conflicted person may appeal their recusal or discipline in writing to the Advisory Board and Directors within thirty (30) days from the date of the recusal or discipline.

d. Where a conflict of interest adversely affects the IPPR, and provided such conflict is unable to be cured or corrected within 30 days, as proven in a written submission to the Advisory Board and Directors, then such member agrees to submit written resignation from the IPPR within 30 days. Article III, Section 5. If member refuses to offer a written resignation from the IPPR, a hearing by the Advisory Board and Directors shall take place following guidelines described in Article III, Section 4(e), wherein the total costs of such hearing shall be paid fully by Member with said conflict.

Article VII – Confidential Information

1. Confidential Information means information or material that, 1) has or could have commercial value or other utility in the business in which IPPR is engaged; 2) is supplied by IPPR to a breeder, a Member, an Advisory Board member, and the like (hereinafter collectively referred to as the “Receiving Party”) in any form or manner, and 3) is identified by IPPR as being confidential or proprietary or would be recognized by a reasonable person to be confidential or proprietary, either by the nature of the information or the form and manner in which it is transmitted. Confidential Information may include, without limitation, financial information (including cost and pricing data), actual or potential market information, volumes, business plans, drawings, documents, ideas, samples, designs, specifications, reports, methods, processes, techniques, and Intellectual Property including copyrights, trademarks, and trade secrets.

2. The Receiving Party shall not use IPPR’s Confidential Information for any reason other than to further IPPR’s mission and goals (the “Purpose”). The Receiving Party shall exercise the same degree of care as it uses to protect its own Confidential Information (but in no event less than a reasonable degree of care) to prevent the unauthorized use, disclosure, publication, or dissemination of the IPPR’s Confidential Information. The Receiving Party shall restrict access to IPPR’s Confidential Information to only those individuals whose access is reasonably necessary for carrying out the Purpose of this Agreement. The Receiving Party shall be responsible for any failure by such individuals to comply with the terms of this Article VII.

3. The obligations under this section shall not apply to information that a) is or becomes public knowledge through no wrongful act of the Receiving Party; b) is already in the possession of the Receiving Party prior to any interaction with IPPR, as evidenced by preexisting written records and not subject to another obligation of secrecy to the IPPR or a third party; c) is independently developed by or for the Receiving Party, as evidenced by written records; or d) is obtained from a third party who, to the reasonable knowledge of the Receiving Party, has no confidentiality obligation to IPPR.

4. In the event that the Receiving Party is legally compelled to disclose IPPR's Confidential Information, the Receiving Party shall give prompt written notice to IPPR to allow IPPR an opportunity to resist such disclosure. The Receiving Party will only disclose the minimum amount of Confidential Information that is legally required.
5. Nothing in this Article VII will be considered to grant the Receiving Party any license, right, title or interest in or to the IPPR's Confidential Information or other Intellectual Property.
6. Upon written request of IPPR, the Receiving Party will promptly return to the IPPR, or destroy and certify in writing as destroyed, all IPPR's Confidential Information, including any copies.
7. The Receiving Party acknowledges that a breach of its obligations under this Article VII could cause irreparable harm to IPPR for which monetary damages may be difficult to ascertain or may be an inadequate remedy. The Receiving Party therefore hereby agrees and covenants that IPPR will have the right, in addition to its other rights and remedies under law and equity, to seek injunctive relief for any violation of this Article VII.
8. The obligations of confidentiality and non-use contained in this Article VII shall survive any expiration or termination of membership or until the Confidential Information disclosed ceases to be confidential as described above

Article VIII - Indemnification

1. The IPPR shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, employee, or volunteer of the Registry against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Registry; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.
2. Each Member of the IPPR and owner of an Idaho Pasture Pig registered by the IPPR, hereby agrees to defend at its expense, hold harmless and indemnify the Idaho Pasture Pig Registry, its officers, shareholders, directors, employees, agents, customers, affiliates and assigns from and against any and all claims, damages, losses and expenses, including, without limitation, judgments, costs and attorneys' fees, arising out of or resulting from such Member's: i) damage or disparagement to the IPPR, ii) breach of these Bylaws, iii) failure to comply with applicable laws, rules, statutes, ordinances and regulations, iv)

negligence or willful misconduct, v) failure to remedy, satisfy or alleviate any disputes or claims which may arise between the IPPR and such Member, or vi) with respect to any claim, suit, action, or proceeding of a third party against the IPPR arising out of or occurring in connection with any unsanctioned actions taken by such Member.

3. Limitation of Liability. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL IDAHO PASTURE PIG REGISTRY OR ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, AFFILIATES, AND ASSIGNS BE LIABLE FOR ANY INCIDENTAL DAMAGES, EXEMPLARY DAMAGES, INDIRECT DAMAGES, OR CONSEQUENTIAL DAMAGES.

Article IX - Miscellaneous Provisions

1. Principal Office. The Registry's principal office will be located at 5711 Karls Lane, Laona, WI 54541

Office Hours: 9am – 5pm (CT) Monday thru Friday

2. Procedure. Meetings of the Advisory Board shall be conducted in an orderly procedure as shall be determined by the presiding officer at such meetings. The presiding officer shall make all rulings and decisions on any motion or question to come before such meetings and his/her ruling shall be final and decisive. Robert's Rules of Order shall prevail at all meetings.

3. Fiscal Year. The fiscal year of the Registry shall be July 1st thru June 30th, unless otherwise determined by the Advisory Board and Directors of the IPPR.

4. Seal. The Directors have authorized a corporate seal.

5. Relation to Articles. These Bylaws are subject to, and governed by, the Articles of the Registry.

Article X - Amendments

These Bylaws may be altered, amended, or repealed, or new Bylaws may be adopted, by the Directors and Advisory Board at any time.