



Affiliation Charter between SPWLA and Special Interest Group (SIG)

This charter is made this 21st day of February, 2019, by and between the Society of Petrophysicists and Well Log Analysts, Inc. ® (“SPWLA” ®) and SPWLA Education SIG aka Education SIG (“the SIG”).

This charter is an agreement between SPWLA and an organized group of its members where the organized members want to affiliate locally as a topically defined special interest group to pursue more effectively the mission and goals of SPWLA. The charter formalizes the relationship between the International SPWLA organization and the organized group of local members whereas:

- SPWLA wishes to conditionally grant to an organized group of members a charter pursuant to which the group of members shall become affiliated with SPWLA as a special interest group (SIG);
- SPWLA wishes to offer the SIG certain benefits and opportunities as a subordinate organization;
- SPWLA is in the process of restructuring, strengthening, and homogenizing its organizational policies and affiliations with SIGs in order to remove redundancy, streamline revenue, increase the membership base, and concentrate the community’s efforts on a more efficient and focused pursuit of the SPWLA mission;
- the SIG recognizes SPWLA’s restructuring efforts and the continued need for flexibility in bringing the SIGs into a homogenous “one membership” structure;
- the SIG acknowledges that SPWLA is investing in infrastructure to support the SIGs in pursuing the SPWLA mission;
- SPWLA wishes to continue encouraging SIG development through this restructuring process but must retain the flexibility to enact and implement such restructured policies and affiliations as they develop among SIGs;
- SPWLA and the SIG wish to set forth their mutual understandings and agreements pertaining to the grant of the charter and non-exclusive conditional license agreement and the mutual rights and responsibilities created thereby.

Therefore, SPWLA and the SIG agree as follows:

1. Criteria for affiliation

A group of SPWLA members may apply for SIG status when they meet minimum criteria currently in effect in the SPWLA by-laws and policies created from time to time by action of the board of SPWLA. Such policies and by-laws are subject to change from time to time and the SIG shall, upon 30 days’ written notice from SPWLA, adopt and adhere to changing policies and by-laws as they develop. The board of SPWLA shall be the sole authority in determining whether a group meets the necessary SIG criteria for initial or continued affiliation as a SIG under this charter agreement.

2. Rights and Benefits of the SIG

No license or permission to use the SPWLA name, trademark, logo, membership list or any SPWLA trade secret is hereby conveyed or granted except as explicitly set out by this agreement. Subject to the terms of this agreement SPWLA hereby grants to the SIG a non-exclusive conditional license to: (1) utilize the name “SPWLA” or “Society of Petrophysicists and Well Log Analysts” in the name of the SIG, (2) access and utilize SPWLA membership information in keeping with this agreement, and (3) acknowledge affiliation with SPWLA. Such license is

conditioned and contingent upon complete continuing compliance with this agreement, SPWLA's affiliation criteria and policies, SPWLA by-laws, SPWLA approved SIG by-laws, and SIG reporting requirements, all as established and/or approved by SPWLA from time to time. Failure to comply, as contemplated by this section, shall be cause for SPWLA to immediately terminate this conditional charter and license agreement.

If the SIG so elects, SPWLA shall also provide the benefits selected below:

- A dedicated and maintained web presence on the SPWLA International website including a registration and payment portal for SIG events;
- Introduction to engage SPWLA's approved tax accountant;
- Inclusion in SPWLA's IRS group exemption letter;

3. Relationship

SPWLA and the SIG are separately formed and governed entities; they are discrete institutions whose relationship is described and limited by this agreement. SPWLA and the SIG are not and shall not be considered joint venturers, partners, legal representatives or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities except by separate written agreement. Neither SPWLA nor the SIG shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party unless a specific authority is delegated in writing from one to the other. Neither SPWLA nor the SIG shall be liable for any act, error, omission, debt, or other liability or obligation of the other party.

4. Bylaws

The SIG shall abide by and promote the mission, purposes, and objectives of SPWLA as set forth in the most current version of the SPWLA mission, goals, policies, and bylaws as they may develop from time to time. The SIG shall adopt and abide by its own bylaws, as approved by the SPWLA board, provided that the SIG bylaws are not contrary to or inconsistent with the SPWLA bylaws or this charter agreement. All SIG by-law amendments shall be approved by the SPWLA board. To allow for informed compliance with this agreement, the SIG shall submit all bylaw amendments to SPWLA for prior review, comment, and approval. Implementation of SIG by-laws or by-law amendments not approved by SPWLA, or failure to comply with SPWLA by-laws, policies or SPWLA approved SIG by-laws shall be cause to immediately terminate this conditional charter and license agreement.

5. Membership

Membership in the SIG shall comply with current SPWLA by-laws and SPWLA approved SIG by-laws as they may be established or amended from time to time. The chapter shall admit and retain only SPWLA members and affiliate members that elect to be affiliated with the chapter through SPWLA's annual membership enrollment (hereinafter "designated chapter members"). The SIG shall admit as members all such designated SIG members and no other members. Continued SIG membership for such designated SIG members shall be conditioned and contingent upon continued membership in SPWLA and SIG designation. If a SIG member fails to maintain SPWLA enrollment, during annual enrollment, the SIG shall immediately terminate the membership and SIG benefits of such SIG member. In order to comply with this provision SPWLA shall maintain the SIG's membership list and, after each such annual enrollment period, remit to the SIG a list of its designated SIG members.

6. Special Conditions Concerning SIG Affiliate Members

SPWLA recognizes that SIG affiliate members are a vital membership class of SIGs allowed by the bylaws of SPWLA. However, they are not recognized members of SPWLA as defined in SPWLA's Articles of Incorporation. These SIG members are expressly denied all benefits of the corporation. It is SPWLA's desire to limit the growth and promotion of this membership class in SIGs as these members do not provide any direct benefits to grow or expand the organization. To provide equity between SPWLA and the SIG and incentive for SIGs to encourage these members to join SPWLA, the SIG agrees to disenfranchise SIG affiliate members from voting in SIG elections, holding office in any SIG positions, or serving in any capacity. SIG affiliate members are restricted to participating in SIG events and will receive no other benefits from the SIG. To ensure compliance SIG elections will be administered by the SPWLA business office.

7. Dues and Event Fees

The SIG may charge entry fees to all SIG events as they see fit to meet their business model. For all such SIG events, the SIG shall charge the same entry fee for all SPWLA members and SIG affiliate members. Discounts are encouraged for all SPWLA student members. No person who is neither an SPWLA member or registered SIG affiliate member will be granted admittance to SIG events (registration at the door is permissible).

8. Reports

The SIG shall remain current in its required IRS filings. The SIG shall submit accurate and complete semi-annual reports on the state of the SIG to SPWLA, in July and January of each year. At a minimum, reports shall include a certification of the SIG's compliance with IRS filing requirements and a list of current SIG directors' and officers' names, titles, phone numbers, address, and email addresses.

9. Financial Records and Identity

The SIG shall establish and maintain its own bank account(s) as an SPWLA SIG and endorse checks accordingly "Education Special Interest Group also known as Education-SIG". The SIG shall provide, as necessary, up to date banking account information to the SPWLA business office within 30 days of written request. Unless electing to authorize inclusion in the SPWLA federal group exemption letter, the SIG shall obtain its own federal employer identification number and register as a non-profit entity in the state in which it operates.

10. Use of the SPWLA name

The use of the name "SPWLA" or "Society of Petrophysicists and Well Log Analysts" by the SIG shall include the SIG designation name so as to distinguish its communications from the national organization. The SIG's conditional non-exclusive license and authority to use the SPWLA logo, trademark, the name "Society of Petrophysicists and Well Log Analysts," or the acronym "SPWLA" is governed solely by this conditional charter and may be terminated by SPWLA in accordance with the provisions of this agreement. The trademark registration for "SPWLA," "Society of Petrophysicists and Well Log Analysts" and the logotype of SPWLA are all held by SPWLA, and governed by the SPWLA board of directors. Control over the use of these trademarks will be enforced by SPWLA. Permission for sponsors to publicize an affinity with

SPWLA or use of the SPWLA name or logo is governed by this agreement, sponsorship guidelines, and identity guidelines.

11. Format of the SIG name

Compliance with this conditional license requires distinction between the SIG (and its officers and activities) and SPWLA, especially in communications with the general public. Communication by the SIG and the SIG officers or members, in correspondence, advertising or other promotional material, shall always identify the SIG by name. SIG identification can occur in one of two formal formats: (“SPWLA Education Special Interest Group also known as Education-SIG”) or (“Education Special Interest Group also known as Education-SIG of SPWLA”). The name “Society of Petrophysicists and Well Log Analysts” shall not be used independently without the name of the SIG. Any SPWLA descriptive trademarks or logotypes are reserved exclusively for the SPWLA organization, and shall not be attached to the SIG name. The SPWLA board may from time to time publish guidelines on permissible alternatives for identifying the SIG and the SIG shall adhere to any promulgated guidelines.

12. Use of membership list (Nondisclosure)

The membership list (the electronic or printed version of the list of SPWLA members and affiliate SIG members) is the exclusive property of SPWLA. The SIG recognizes that the identification and contact information contained within the membership list are confidential trade secrets of SPWLA. The membership list and information contained within it are being disclosed to the SIG as consideration for and strictly by virtue of this agreement. The SIG, and its directors, officers, employees, or members, shall not rent, sell, trade, disclose, or disseminate the membership list or any information contained therein, or use it for any purposes other than promoting SPWLA-related events or communicating with its members, except as permitted by SPWLA’s written permission. Any such permissible use shall be carefully tailored so as to prevent disclosure of such membership list to any unauthorized persons. Upon termination of this conditional charter and license agreement the SIG shall immediately destroy any tangible or electronic form of the membership list and the information contained within it, subject to the equitable remedies described in section 13 herein.

13. Sponsorship

Sponsorship relationships entered into by SIGs for local and regional events shall respect the guidelines for sponsorship that are developed by SPWLA. SIGs will clearly report to potential sponsors that any funds given will benefit the SIG and in no way, benefit the SPWLA organization. SIGs are not allowed to raise sponsorship funds in the name of SPWLA outside of SPWLA events where SPWLA will directly receive and control such funds.

14. Term and Termination

The initial term of this agreement shall be from the date of this agreement through the following December 31st. Upon expiration of the initial term, and each subsequent term, this agreement shall automatically renew for an additional one-year period until terminated. Either party may terminate this charter, with its addenda, at any time with at least 30 days’ written notice. In the event of material breach by any party, the other may terminate immediately by written notice.

Upon termination by either party for any reason, the SIG shall take whatever action necessary to immediately destroy all documents or electronic data containing SPWLA membership identification or contact information, and immediately cease and desist utilizing the name

“SPWLA” and “Society of Petrophysicists and Well Log Analysts,” and any SPWLA logo or trademark, all of which are owned completely and exclusively by SPWLA, and may no longer claim any affiliation with SPWLA. The SIG understands and acknowledges that SPWLA has a legitimate business interest in maintaining exclusive control over its brand and intellectual property and that continued use of SPWLA brand and intellectual property by the SIG after termination of this agreement, for any reason, will deprive SPWLA of that exclusive control and cause damage to SPWLA. The SIG also acknowledges that damages alone would not be an adequate remedy for the breach of any the provisions of this agreement and that, without prejudice to any other rights and remedies it may have, SPWLA shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement. SIG members will remain SPWLA members regardless of any termination of this agreement subject to the ordinary terms of membership. This paragraph shall survive termination or expiration of this Agreement.

15. Amendment

SPWLA may amend this conditional charter and license agreement from time to time at its sole discretion based upon its review of SIG developments and needs or because of conflicts with governing laws or for any other reason that, in the opinion of the SPWLA board of directors, may so require. SPWLA shall provide written notice of any proposed modification or amendment to this agreement (“notification date”). Understanding SPWLA’s need for flexibility in homogenizing charter agreements the SIG shall promptly, within 15 days of such notification date, provide to SPWLA any objections or suggestions it may have to the proposed modification or amendment. Within 30 days of such notification date, or such longer time as may be set by SPWLA, the SIG shall agree to and accept the modification or amendment as proposed or revised by SPWLA. If the SIG does not accept the proposed or revised modification or amendment on or before 30 days from the notification date, SPWLA may, in its discretion, pursue further negotiations or immediately terminate this agreement as further described in section 13.

16. Disbursement of Funds

In the event of dissolution or final liquidation of the SIG, all of the remaining funds and property of the SIG shall, after paying or making provision for the payment of all of the liabilities and obligations of the SIG and for the necessary expenses thereof, be distributed to such organization(s) as are organized and operated exclusively for charitable purposes and that legally qualify as an exempt organization(s). In no event shall any of such assets or property be distributed to any SIG officer, member, private individual, or for-profit business.

17. Disclaimer

All SPWLA members and their guest(s) participate voluntarily and at their own risk in SPWLA and SPWLA SIG activities. SPWLA, its directors, and officers are and shall be fully released and held harmless by the SIG, member, or guest for any injury or loss to the SIG, member or guest or to his/her property which may result from participation in SPWLA and SPWLA SIG activities. This means that the SIG, SIG members, and their guest(s) have no grounds for legal action against SPWLA, its directors, its officers and its respective agents and employees for any injury resulting to them or their property.

18. Representations

SIG acknowledges that neither SPWLA nor SPWLA’s agents, employees, or contractors have made any representations or promises with respect to this conditional charter and license agreement except as expressly set forth herein.

19. Notice

All notices under this agreement shall be in writing transmitted to the then current party address and shall be effective upon deposit, by registered or certified mail with tracking number, in the US mail, or upon sending of facsimile or email.

20. Waiver

A failure or delay in exercising any right, power or privilege in respect of this agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

21. Severability

If any part of this agreement should be deemed invalid for any reason whatsoever in a court of law under any applicable laws having jurisdiction over the subject matter of this Charter, then that part shall be considered deleted from this Charter and the rest of this Charter shall remain valid and in full force and effect.

22. Entire Agreement

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party.

23. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of laws rules, and any disputes arising out of this agreement shall be resolved in Harris County, Texas.

24. Addendum

All riders, addendum, or technical requirements attached to this Agreement shall not become part of this Agreement unless and until separately signed by the parties.

The following addendum are attached to this agreement and incorporated herein by reference:

Addendum 1 ___: By-Laws SPWLA Education SIG

Addendum ___: _____

Addendum ___: _____

SIGNATURES ON NEXT PAGE

SIGNATURES

I agree to the terms of this Charter on behalf of the Education Special Interest Group also known as Education-SIG and certify that I have authority to enter into this agreement on behalf of the SIG and that the SIG is and shall remain:

- Compliant with the terms of this conditional charter and license;
- Compliant with the SPWLA by-laws and policies;
- Compliant with SPWLA approved SIG by-laws,
- A domestic organization;
- Eligible to qualify for exemption under section 501(c) of the Internal Revenue Code and regulations;
- Current in its required IRS filings to date.

Further,

- I certify that the SIG's governing documents are current and complete; and
- If so elected above, I hereby authorize SPWLA to include the SIG in SPWLA's IRS group exemption letter;

SPWLA Education SIG,

Print Name: AHMED BADRUZZAMAN

Title: Chairperson, SPWLA Education SIG

Signature: *Ahmed Badruzzaman*

Date: Feb 21, 2019

Email: ahmed.badruzzaman@gmail.com; abadruzzaman@Pacific-CE.com

APPROVED AND ACCEPTED BY THE SOCIETY OF PETROPHYSICISTS AND WELL LOG ANALYSTS, INC.:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____