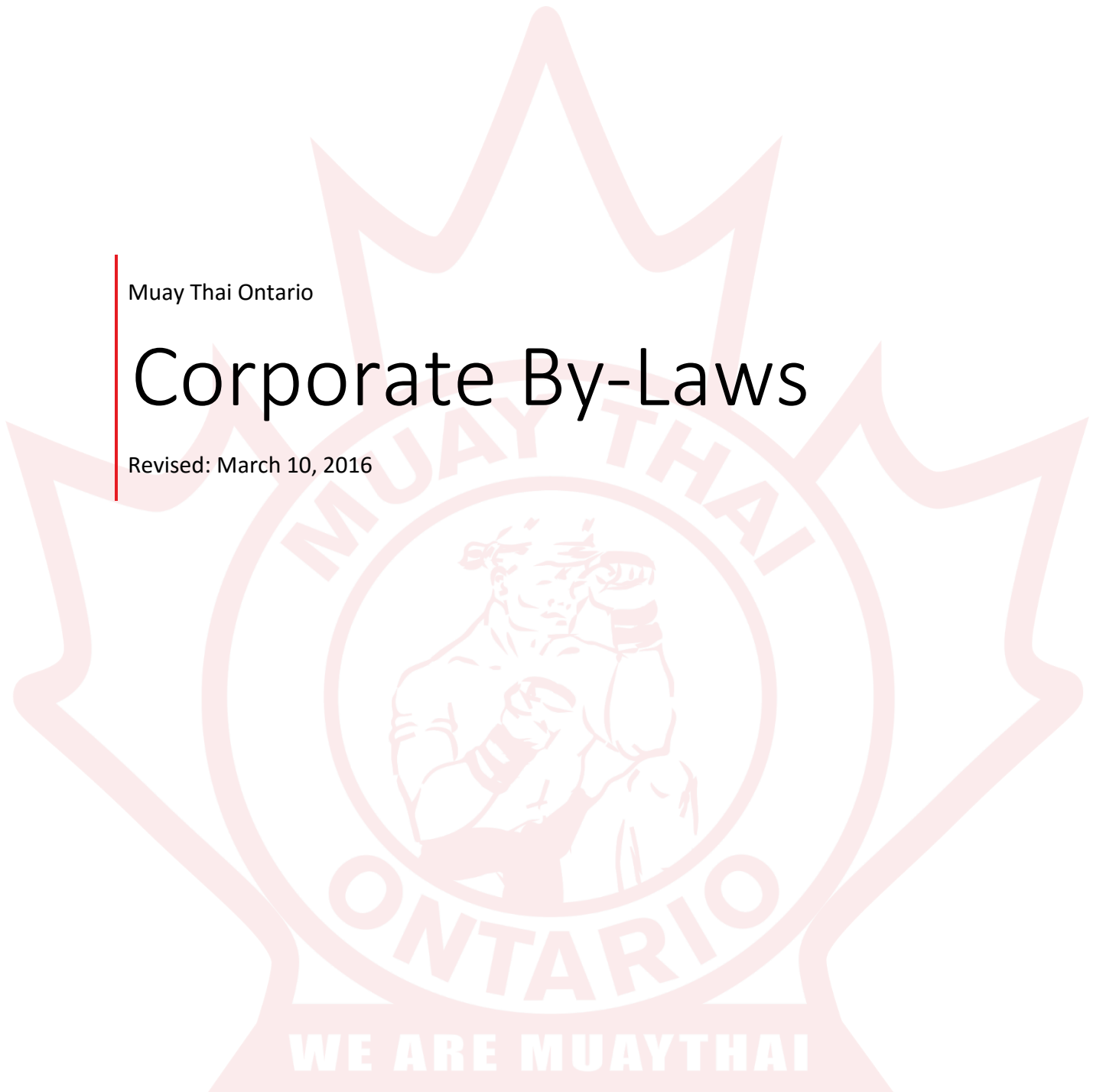


Muay Thai Ontario

Corporate By-Laws

Revised: March 10, 2016





PART I – GENERAL

1. Definitions

- a. "Act" means the *Ontario Corporations Act* and all regulations made under it.
 - i. The meaning of "Act" shall change to mean the *Not-for-Profit Corporations Act, 2010* (Ontario) and the regulations made under it on the day the *Act* comes into force.
- b. "Board" means the board of directors of the Corporation;
- c. "By-laws" means this by-law (including the schedules to this by-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force;
- d. "Corporate Policy" means collectively all written rules, codes, guidelines, policies and documents that were passed or amended by resolution of the Board, and dictate the various operational aspects of the Corporation, and according to which the Corporation governs itself.
- e. "Chair" means the chair of the Board;
- f. "Corporation" means the corporation that has passed these by-laws under the Act or that is deemed to have passed these by-laws under the Act;
- g. "Director" means an individual occupying the position of director of the Corporation by whatever name he or she is called;
- h. "Member" means a member of the Corporation;
- i. "Members" means the collective membership of the Corporation; and
- j. "Officer" means an officer of the Corporation.

2. **Interpretation** Other than the definitions contained in Section 1, all terms contained in this By-law that are defined in the Act shall have the meanings given to such terms in the Act. Words importing the singular include the plural and vice versa, and words importing one gender include all genders.
3. **Severability** If any provision of this By-law is invalid or unenforceable, the remaining provisions shall remain valid. If any provision of these By-laws is inconsistent with the Corporate Policy, Articles or the Act, the Corporate Policy, Articles or the Act, as the case may be, shall prevail.
4. **Execution of Contracts** Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation may be signed by the Treasurer alone if valued at or below \$1,000; or the Treasurer and one more Officer or Director if valued at above \$1,000. In addition, the Board may from time to time direct the manner in which and the person by whom a particular document or type of document shall be executed.



PART II – DIRECTORS

5. **Election of Directors** The Directors shall be elected by the Members. The term of office of the Directors (subject to the provisions, if any, of the articles) shall be from the date of the meeting at which they are elected or appointed until the next annual meeting or until their successors are elected or appointed.
6. **The office of a Director shall be vacated immediately:**
 - a. If the Director resigns office by written notice to the secretary, which resignation shall be effective at the time it is received by the secretary or at the time specified in the notice, whichever is later;
 - b. If the Director dies or becomes bankrupt;
 - c. If the Director is found to be incapable of managing property by a court or under Ontario law; or
 - d. If, at a meeting of the Members, a resolution is passed by at least a majority of the votes cast by the Members removing the Director before the expiration of the Director's term of office.
7. **A vacancy on the Board shall be filled as follows:**
 - a. A quorum of Directors may fill a vacancy among the Directors;
 - b. If there is not a quorum of Directors or there has been a failure to elect the minimum number of Directors set out in the articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting, the meeting may be called by any Member;
 - c. If the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by a majority vote and any Director elected to fill the vacancy shall hold office for the remainder of the removed Director's term; and
 - d. The Board may fill any other vacancy by a majority vote, and the appointee shall hold office for the remainder of the unexpired portion of the term of the vacating Director. After that, the appointee shall be eligible to be elected as a Director.
8. **Quorum** For the purposes of this section, quorum means 51% of the directors.
9. **Remuneration** The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director; provided that:
 - a. Directors may be reimbursed for reasonable expenses they incur in the performance of their Directors' duties;
 - b. Directors may be paid remuneration and reimbursed for expenses incurred in connection with services they provide to the Corporation in their capacity other than as Directors, provided that the amount of any such remuneration or reimbursement is: (i) considered reasonable by the Board; (ii) approved by the Board for payment by resolution passed before such payment is made; and (iii) in compliance with the conflict of interest provisions of the Act.
10. **Meeting of Directors** Meetings of the Directors may be called by any Director at any time and any place on notice as required by this by-law.



- 11. Conflict of Interest** A Director who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting of Directors or vote on any resolution to approve any such contract or transaction.

PART III – OFFICERS

- 12. Officers** The Board shall appoint a Chair from among the Directors and may appoint any other person to be president, treasurer, and secretary at the Board's first meeting following the annual meeting of the Corporation.
- The same person may hold two or more offices of the Corporation.
 - The Board may appoint other Officers and agents as it deems necessary
- 13. Board's Discretion** Any Officer shall cease to hold office upon resolution of the Board.
- 14. Delegation of Duties** Officers shall be responsible for the duties assigned to them and they may delegate to others the performance of any or all of such duties.
- 15. Conflict of Interest** A Director or Officer who is in any way directly or indirectly interested in a contract or transaction with the Corporation shall disclose so to the Board. No such Director or Officer shall attend any part of a meeting or vote on any resolution to approve any such contract or transaction.
- 16. Duties** The duties of the officers shall be outlined in a separate document that will form part of the Corporate Policy, or as the Board may specify from time to time.

PART IV – PROTECTION OF OFFICERS AND DIRECTORS

- 17. Limited Liability** No Director, Officer or committee member of the Corporation is be liable for the acts, neglects or defaults of any other Director, Officer, committee member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust provided that they have:
- Complied with the Act and the Corporation's articles and By-laws; and
 - Exercised their powers and discharged their duties in accordance with the Act.

PART V – BOARD MEETINGS

- 18. Board Meetings** The Board may fix the place and time of regular Board meetings and send a copy of the resolution fixing the place and time of such meetings to each Director, and no other notice shall be required for any such meetings.
- 19. Notice** Notice of the time and place for the holding of a meeting of the Board shall be given not less than 10 days before the date of the meeting. Notice of a meeting is not necessary if all of the Directors are present, and none



objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting.

- 20. Chair** The Chair shall preside at Board meetings. In the absence of the Chair, the Vice-President shall choose a Director to act as the Chair of the meeting.
- 21. Voting** Each Director has one vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the Chair shall have a second vote or casting vote.
- A director may cast their vote by proxy if they are unable to attend the Board meeting.
 - A director may participate in a meeting of the Board or of a committee of Directors by telephonic or electronic means

PART VI - FINANCIAL

- 22. Banking etc.** All financial matters shall be governed by the Corporation's Financial Policy.

PART VII - MEMBERSHIP

- 23. Members** Membership in the Corporation shall consist of the incorporators named in the articles and such other persons who have been accepted into Membership in the Corporation as set out in the Corporate Policy, or as prescribed by the Board by resolution.

a. **Class A - Voting**

i. **Voting Members**

- Conditions: Membership through election.
- Duration: Indefinite, but subject to termination in accordance with the Corporate Policy.
- Termination: By Director or Voting Member resolution; may be summarily terminated for violation of MTO's Rules and Regulations, Code of Conduct for Members, or any other Corporate Policy.
- Privileges: May cast one vote on any member's resolution. May call a special members' meeting. May attend the annual general meeting.

b. **Class B - Non voting**

i. **Lifetime Members**

- Description: An honorary membership provided in recognition contributions and accomplishments that contribute to the success of Muay Thai Ontario's mission.
- Conditions: Membership through election.
- Duration: Indefinite, but subject to termination in accordance with the Corporate Policy.
- Termination: Same as Voting Member.



5. Privileges: May participate as an Athlete, Coach, Corner, or Official provided role-specific requirements are met in accordance with the Corporate Policy.

ii. Competitive Members

1. Description: Membership for individuals actively involved in Muaythai competition, be they athletes, coaches, corners, or officials.
2. Conditions: Complete annual membership form and pay membership fee.
3. Duration: Annual; subject to renewal and termination in accordance with the Corporate Policy.
4. Termination: Upon membership expiry; same as Voting Member.
5. Privileges: Same as Lifetime Member, above.

iii. Recreational Members

1. Description: Membership for individuals not actively involved in competition (e.g. club members).
2. Conditions: Complete annual membership form and pay membership fee.
3. Duration: Annual; subject to renewal and termination in accordance with the Corporate Policy.
4. Termination: Upon membership expiry; same as Voting Member.

iv. Club Members

1. Description: Membership for clubs, schools, and gyms.
2. Conditions: Complete annual membership form and pay membership fee.
3. Duration: Annual; subject to renewal and termination in accordance with the Corporate Policy.
4. Termination: Upon membership expiry; same as Voting Member.
5. Privileges: Host Muay Thai Ontario sanctioned events, affiliated Active Members may compete or Coach in MTO sanctioned events.

v. Promoter Members

1. Description: Memberships for corporations whose primary purpose is to host competitive events.
2. Conditions: Complete annual membership form and pay membership fee.
3. Duration: Annual; subject to renewal and termination in accordance with the Corporate Policy.
4. Termination: Upon membership expiry; same as Voting Member.



5. Privileges: Host Muay Thai Ontario sanctioned events.

- 24. Membership Not Transferrable** A Membership in the Corporation is not transferable and automatically terminates if the Member resigns or such Membership is otherwise terminated in accordance with the Act and the Corporate Policy.
- 25. Disciplinary Action** Upon 15 days' written notice to a Member, the Board may pass a resolution authorizing disciplinary action or the termination of Membership for violating any provision of the articles or By-laws in accordance with the Corporation's Disciplinary Policy.
- The notice shall set out the reasons for the disciplinary action or termination of Membership.
 - The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than 5 days before the end of the 15-day period.
 - The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of Membership

PART VIII – MEMBERS' MEETINGS

- 26. Annual Meeting** The annual meeting shall be held on a day and at a place within Ontario fixed by the Board. Any Member, upon request, shall be provided, not less than 21 days before the annual meeting, with a copy of the approved financial statements, auditor's report or review engagement report and other financial information required by the By-laws or articles. The business transacted at the annual meeting shall include:
- receipt of the agenda;
 - receipt of the minutes of the previous annual and subsequent special meetings;
 - consideration of the financial statements;
 - report of the auditor or person who has been appointed to conduct a review engagement;
 - reappointment or new appointment of the auditor or a person to conduct a review engagement for the coming year;
 - election of Directors; and
 - such other or special business as may be set out in the notice of meeting.
- 27. Idem** No other item of business shall be included on the agenda for annual meeting unless a Member's proposal has been given to the secretary prior to the giving of notice of the annual meeting in accordance with the Act, so that such item of new business can be included in the notice of annual meeting.
- 28. Special Meetings** The Directors may call a special meeting of the Members. The Board shall convene a special meeting on written requisition of not less than one tenth of the Members for any purpose connected with the affairs of the Corporation that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within 21 days from the date of the deposit of the requisition.
- 29. Notice** Subject to the Act, not less than 10 and not more than 50 days written notice of any annual or special Members' meeting shall be given in the manner specified in the Act to each Member. Notice of any meeting



where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken. Notice of each meeting must remind the Member of the right to vote by proxy.

- 30. Quorum** A quorum for the transaction of business at a Members' meeting is 51 percent of the Members entitled to vote at the meeting, whether present in person or by proxy. A quorum must be present throughout the meeting in order for the Members to proceed with the business of the meeting.
- 31. Chair of the Meeting** The Chair shall be the chair of the Members' meeting; in the Chair's absence, the Members present at any Members' meeting shall choose another Director as chair and if no Director is present or if all of the Directors present decline to act as chair, the Members present shall choose one of their number to chair the meeting.
- 32. Voting** Business arising at any Members' meeting shall be decided by a majority of votes unless otherwise required by the Act or the By-law provided that:
- Each Voting Member shall be entitled to **one vote** at any meeting, and the chair of the meeting, if a Member, shall have a vote;
 - Votes shall be taken by a show of hands among all Members present;
 - A written ballot so required or demanded shall be taken in such manner as the chair of the meeting shall direct;
 - If there is a tie vote, the Chair shall require a written ballot, and shall not have a second or casting vote. If there is a tie vote upon written ballot, the motion is lost.

PART IX – NOTICES

- 33. Methods of Service** Any notice required to be sent to any Member or Director shall be provided by telephone, delivered personally, or sent by prepaid mail, fax, email or other electronic means to any such Member or Director at their latest address as shown in the records of the Corporation.
- 34. Waiver** Actual notice or the time for the notice may be waived at any time with the consent in writing of the person entitled to the notice.
- 35. Error or Omission in Giving Notice** No error or accidental omission in giving notice of any Board meeting or any Members' meeting shall invalidate the meeting or make void any proceedings taken at the meeting.

PART X – ADOPTION AND AMENDMENT OF BY-LAWS

- 36. Amendments** The Board may from time to time in accordance with the Act amend this By-law or pass a new By-law by resolution. Except as outlined in the Act, any amendments or additions to the by-laws do not require the approval of the majority of the Members.