CANADIAN DENTAL PROTECTIVE ASSOCIATION

BYLAW NO. 5

1. DEFINITIONS

a) "AGM" means an annual general meeting of Members.

b) "Board" means the Board of Directors of CDPA.

c) "CDPA" means the Canadian Dental Protective Association.

d) "Director" means an individual who is a Director of CDPA.

e) "Meeting" means a meeting of the Board or a meeting of Members of CDPA, as the context requires.

f) "Member" means a Member of CDPA.

g) "Record Date" means the date established in subsection 5(h).

h) The use of a singular description shall also include the plural if the context requires and the use of a word of the masculine or feminine gender includes the opposite gender.

2. MEMBERSHIP

a) Regular Members: Those individuals who are already Members of CDPA as at the date of enactment of this bylaw by the Directors shall continue to be Regular Members of CDPA and any individual who thereafter applies for Membership or whose application for Membership is pending as at the date of the enactment of this bylaw and whose application is subsequently approved by the Board shall also be a Regular Member.

b) Retired Members: Those Regular Members who have retired from the practice of dentistry and no longer hold a license or certificate to practice dentistry in any Province or Territory of Canada, may apply to become Retired Members of CDPA and shall become Retired Members upon the Board approving such individual's application for Membership as a Retired Member. This provision takes effect on that date that the Directors shall have established the amount of annual dues to be paid by each such Retired Member under subsection 2(c) below.

c) Student Members: Each individual who is enrolled in and in good standing at an accredited dental school at the time of application for Membership and whose application is subsequently approved by the Board shall be a Student Member.

d) Membership Dues: Each Regular Member shall pay such annual dues and/or special Membership assessments as are from time to time established by the Board which may also from time to time modify any such annual dues or special assessment amount. Each Retired Member shall pay such annual dues as are from time to time established by the Board which may also from time to time modify any such annual dues amount or set different amounts for annual dues depending upon the length of time a Retired Member has ceased to practice dentistry. Student Members shall not pay annual dues.

d) Eligibility for Membership: Each Regular Member or applicant for Regular Membership must be the holder of a license or certificate to practice dentistry, issued by the applicable regulatory body of a Canadian province or territory, and upon ceasing to hold such license or certification, such Regular Member shall cease to be a Member, save only that if a Regular Member's license or certificate is 'suspended' as distinct from being revoked or cancelled by reason of the action of his or her regulatory body's discipline committee, then such individual shall continue to be a Regular Member during such period of suspension. Each individual applying to become a Retired Member must have been a Regular Member for one full year at least and must have ceased to hold a Canadian provincial/territorial license or certificate to practice dentistry by reason of that individual's retiring from the practice of dentistry and not renewing or continuing that individual's license or certificate to practice dentistry. Each Student Member or applicant for Student Membership must be enrolled and in good standing at an accredited dental school.

e) Termination of Membership: (i) A Regular or Retired Member who does not pay an annual dues amount or a special assessment, as the case may be, by the due date for such payment as established by the Board from time to time, shall on a date that is 45 days following such due date, cease to be a Regular or Retired Member, as the case may be. (ii) Notwithstanding any individual being a Student, Regular or Retired Member, the Board may, by the vote of two thirds of the Directors present at a meeting called for such purpose, terminate the Membership of such Member effective such date as the Board shall determine where the Directors so voting are of the view that such Member's continued Membership is not in the best interests of CDPA, after having first given such Member notice of its intention to so consider along with the reasons why it feels such consideration is necessary and after having given the Member 60 days following such notice to submit any written submissions to the Board which the Member wishes to make in regard to such consideration. The Board may also refuse to renew the Membership of any Member upon the same basis and after following the same procedure as aforesaid. Any Member may resign his or her Membership by submitting to CDPA a resignation in writing to that effect and shall cease to be a Member upon receipt by CDPA of such written resignation.

3. BOARD OF DIRECTORS

a. Size: The affairs of CDPA shall be managed by a Board consisting of not less than six persons and not more than twelve persons, and shall be comprised of a fixed number of persons as determined from time to time by resolution of the Board.

b. Election and Term of Office: At each AGM, the Directors shall be elected for a term of one (1) year or until the next AGM thereafter. Each Director shall remain in office until such Director resigns, becomes ineligible to serve or his or her successor is elected.

c. Eligibility to Serve: An individual is eligible to serve as long he or she is and continues to be a Regular or Retired Member, is not an undischarged bankrupt, and is not declared to be incapable of managing his or her own affairs or otherwise found to be mentally incompetent. Despite the foregoing not more than two Directors may be contemporaneously serving as a service supplier to CDPA such as but not limited to Dentist Risk Managers in the Mutual Assistance Program.

d. Nominations:

i. Nominations Committee. The Board shall appoint annually a Nominations Committee comprised of four (4) Members, one (1) of whom shall be the President and at least two (2) of whom shall be Directors then in office.

ii. Preparation of Slate. The Nominations Committee shall prepare a slate of eligible nominees for election to the office of Director at the next AGM.

iii. Report of the Nominations Committee. The Executive Director shall send a notice of the slate of nominations made by the Nominations Committee to all Members at least 21 days but not more than 60 days prior to the AGM. The notice shall include instructions on how Members may be nominated for election in accordance with clause (iv) below.

iv. Nominations from Membership. Using the form prescribed by the Board, nominations of Members eligible to be Directors may be made by at least two (2) Members. The nomination form shall contain the nominee's signed consent to act if elected and the nominee's undertaking to sign the Code of Conduct within thirty (30) days from the date of election. The nomination form must be in the hands of the Executive Director at least twenty (20) weeks prior to the AGM.

v. Acclamation. If no nominations have been received from Members as set out in clause (iv) above for any vacancies on the Board, then the Members nominated by the Nominations Committee for such vacancies shall be declared elected by acclamation at the time of the AGM.

vi. Election. If one or more nominations have been received from Members pursuant to clause (iv) above, the Executive Director shall, no later than fifteen (15) weeks prior to the AGM, send to all Members a voting ballot in the manner prescribed by the Board.

vii. No Nominations from the Floor. For greater certainty, no nominations for candidates for election as a Director may be received from the floor at any meeting of Member.

e. Removal: Any Director may be removed from office, by a vote of Members called for that purpose at which a majority of the Members present thereat in person or by proxy vote to remove that Director from office (for any reason as determined by such Members' vote including, for example and not as a limitation of the foregoing, a breach by a Director of the Conflict of Interest Policy or of the Directors' Code of Conduct) and if so removed, the Members may at that same or a subsequent meeting elect that Director's replacement by a majority of the votes cast at such meeting for such purpose to serve the balance of that former Director's term.

f. Vacancies: A Vacancy arising by reason of a Director's death, ineligibility to serve, or resignation, may be filled for the unexpired portion of that Director's term by appointment by the Board so long as there remains in office a quorum of the Board at the time of such appointment. In the event that less than ten Directors have been elected by Members at any given point in time, the Directors may appoint such additional Directors, up to a maximum of three Directors, so long as the total number of Directors including any appointed under the foregoing power does not exceed ten. Any such appointed Director shall serve a term until the next AGM. For greater clarity, a Director previously

appointed by the Board under the first sentence of this subsection 3(f) is deemed to have been a Director elected by Members for the purposes of this subsection 3(f).

g. Quorum: A quorum for any meeting of the Board, including meetings held in part or in whole by telephone, shall be a number that is not less than 60% of the Directors then in office but no less than five Directors in any event. If a meeting begins with a quorum present in person or by telephone, the meeting may continue so long as a quorum is present but if a quorum is later lost, the meeting shall be adjourned and not continue.

h. Compensation: No Director shall receive payment by way of salary, honorarium, or otherwise for serving as a Director of CDPA but (a) any Director may be reimbursed for his or her actual out of pocket expenses for carrying out their duties as a Director such as for travel costs to and from Directors' or Members' meetings; (b) the Board may from time to time, waive the annual dues but not a special assessment payable by a Director while the Director serves in office and may waive the annual dues of a Retired Member while serving as a Director.

i. Attendance at Directors' Meetings: Only Directors and the Executive Director shall attend meetings of Directors (and the Board may also hold *in camera* sessions), but the Board may at any time invite or permit the attendance for such individuals and for such length of time as the Board deems advisable.

j. Presiding at Meetings: Unless the meeting decides otherwise, the President shall preside at all Directors' meetings and serve as chair of the meeting. Where the President is absent or otherwise cannot or does not wish to preside, the meeting shall choose a Director or appoint the Executive Director to serve as chair of the meeting.

k. Votes to Govern: Each Director shall have one vote, and no Director may have someone else attend in the Directors' place whether by proxy or otherwise. The Director serving as chair of the meeting, whether the Chair of the Board or someone else, shall not have a casting or second vote in the event of a tie.

l. Unanimous Resolution in Writing: A resolution in writing signed by all of the Directors then in office is as valid and of the same effect as a resolution passed at a meeting of Directors, providing the number of Directors then in office meets the minimum Quorum requirement of five Directors set out in subsection 3(f) above.

m. Telephonic Meetings: A meeting of the Board may be held with all or part of those making up a quorum being present by telephone, providing all participants consent and everyone can hear everyone else when speaking whether present in person or by telephone.

n. Notice: Written (including emailed) notice of each meeting of Directors shall be given not less than seven days before any such meeting along with an agenda of the items to be dealt with at any such meeting. The Directors may meet without advance notice at the place of and immediately following the conclusion of the AGM, providing a Quorum is present. Notice of a meeting may be given by any of the means for which notice may be given to Members as set out in subsection 5(k) and shall have been deemed to have been received as set out in subsection 5(l).

o. Calling of Meetings: The President or any three Directors may in writing (including email) call and give notice of a meeting of Directors.

p. Waiver of Notice: The Directors may by waiver in writing given in whole or in part after the holding of any such meeting, waive the notice requirement of this bylaw for such meeting either in whole or by reducing the notice period as the Directors deem advisable.

q. Directors Serving as Officers or Service Suppliers to CDPA: Notwithstanding subsection 3(h), a Director may serve as an officer and as a service supplier to CDPA. While such Director may not be compensated for his or her work as a Director, such Director may be compensated for his or her work as a service supplier to CDPA on such terms and conditions as the Board may agree but in no event shall such Director participate in or be present at the portion of a meeting of Directors where a conflict of interest exists or may be perceived to exist in accordance with the Conflict of Interest Policy as established by the Board from time to time. For the purposes of this provision, a Director shall be deemed to be a service supplier whether the agreement regarding such is with the Director personally or a corporation owned or controlled, directly or indirectly, by the Director and/or members of the Director's family.

r. Committees: The Board shall appoint a Management Committee, a Governance Committee, and, in accordance with clause 3(d)(i), a Nominations Committee. The Board may also from time to time appoint any other committee or other advisory body, as it deems necessary or appropriate for such purposes. Subject to these By-Laws and the *Canada Not-for-Profit Corporations Act*, such committees shall have such powers as the Board shall see fit. Membership on such committees (except the Nominations Committee which is to be formed in accordance with clause 3(d)(i)), will be open to individuals who are not directors or members of the Corporation. Anyone appointed to any committee will hold office at the will of the Board. At least one (1) director must sit on each such committee. Subject to these By-Laws, any such committee may formulate its own rules of procedure, subject to such regulations or directions as the Board may from time to time make. Any committee member may be removed by resolution of the Board.

s. Policies, Rules, and Codes: The Board of Directors may from time to time by resolution establish, amend, or repeal a policies, rules, and codes, including without limitation, a Directors' Code of Conduct and a Conflict of Interest Policy.

4. OFFICERS

a) The Board may appoint such persons to such offices as it determines advisable, but shall at a minimum appoint a President, a Vice-President, a Secretary, and a Treasurer, but the same individual may serve as secretary and one other office.
Despite the foregoing, no person is eligible to serve as President, a Vice-President, Secretary, or Treasurer so long as such person is a supplier to CDPA, including but not limited to being a Dental Advisor or Plan Manager, whether doing so personally or through a corporation owned by or associated with that person or a member or members of that person's family.

b) Past President: Upon the President's being succeeded in office by the appointment of a successor, the former President may but is not obliged to be appointed to serve as Past President by the Directors.

c) Term of Office: Each officer shall serve a term of office as established by the Board upon the officer's appointment by ordinary resolution, and in the absence of such fixing a term shall serve until his replacement is appointed. Each officer shall in any event serve at the pleasure of the Board and may be removed from office by ordinary resolution of the Board, without notice to officer and with compensation of any kind to such officer for loss of office.

d) Officer's Duties: Any officer shall have such duties from time to time as the Board assigns to such officer and in the absence of such assignment: (i) subject to subsection 4(e), the President shall have the general control and management of CDPA under the supervision of the Board, and in that regard, may utilize the services of service suppliers to CDPA, in carrying out such control and management; (ii) the Vice-President shall in the absence or incapacity of the President carry out the duties of the President; (iii) the Secretary shall be responsible for the maintaining of all records including minutes of CDPA meetings (Directors and Members) and in so doing may utilize the services of service suppliers to CDPA such as its Manager if any; and (iv) the Treasurer shall be responsible for the financial affairs and operations of CDPA and the maintaining of financial books and records for CDPA, under the supervision of the President.

e) Executive Director: The Board may from time to time appoint a person to the office of Executive Director. If appointed, the Executive Director shall be the chief executive officer, and shall have the general active management and direction, subject to the authority of the Board and the provisions of the By-law, of CDPA's affairs, and shall have such duties and powers as the Board may specify. The Executive Director shall have the power to appoint and remove all employees and agents of CDPA not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. Unless excused, the Executive Director shall attend and maintain the corporate record of all meetings of Members and all meetings of the Board and its committees. .The Executive Director's duties shall include, amongst others, responsibility for the control of the funds of CDPA and the provision of an account of CDPA's financial transactions and of the financial position of CDPA at meetings of the Board. The Executive Director may delegate any of the foregoing powers and duties to any officer, unless the Board otherwise directs.

f) Cheque/Negotiable Instrument Signing Authority:
   - **i.** For a cheque or other negotiable instrument in an amount under $1,000:
     1. one signature only shall be required, being that of one of the President, Vice-President, Secretary, Treasurer and any other designate that the President authorizes; or
     2. two signatures shall be required, one being the signature of the Office Administrator or the Executive Director and the other being the signature of the Office Administrator, Executive Director, President, Vice-President, Secretary, Treasurer, and any other designate that the President authorizes.
   - **ii.** For any other cheque or other negotiable instrument two signatures shall be required, being any two of the Office Administrator, Executive

Director, President, Vice-President, Secretary, Treasurer, and any other designate that the President authorizes.

g) Compensation: The Directors may but shall not be obliged to, fix and authorize, from time to time, an amount by way of compensation to be paid to either or both of the President or Treasurer while serving in office.

h) Expenditure Approval: For the incurring of a liability of $7,500 or more including for the Public Accountant, the approval of the Board shall first be obtained.

5. MEETINGS OF MEMBERS

(a) Notice Period: Any meeting of Members including the AGM may be called upon 21 days' notice (but not more than 60 days' notice) thereof being given to Members and others entitled to notice (the Public Accountant of CDPA and the Directors then in office if not already receiving notice as Members).

(b) Location: Any meeting of Members shall be held at such location in Ontario as the Directors from time to time establish.

(c) Chair of Meeting: Unless the meeting decides otherwise, the President shall preside as chair of all meetings of Members and in his absence the Vice-President shall preside as chair, and in the Vice- President's absence, the meeting shall select a Member or such other person as it deems appropriate, to serve as chair.

(d) Quorum: A quorum for any meeting of Members shall be the lesser of 5% of the Membership as at the Record Date of the meeting or 50 Members present in person or by proxy

(e) Voting: Each Member is entitled to one vote at any meeting of Members.

(f) Proxies: A Member may be present in person or by proxy, in which latter case, the person named as proxy may exercise that Member's vote.

(g) Ballots: Where more candidates have been nominated than positions that are open for filling, the vote at such meeting shall be by secret ballot and the counting of such ballots shall be conducted by two scrutineers chosen from the Members present in person by the CDPA's general counsel or such other person as the Board may choose from time to time.

(h) Record Date: Notice to Members need only be given to such individuals who are Members as of a date that is 30 days prior to the date of any meeting of Members, which such date shall be the Record Date for such meeting. The address and other contact details for each Member in the records of CDPA on the Record Date shall be deemed to be accurate for each such Member.

(i) AGM Meeting Dates: Each AGM shall be held not more than 15 months after the immediately preceding AGM and in no event later than six months after the end of CDPA's fiscal year preceding such AGM.

(j) Remuneration of Public Accountant: In every case of appointment or re-appointment or filling of a vacancy in the position of, public accountant for CDPA, the compensation for such services shall be as determined by the Board from time to time without the necessity of any appointing motion specifically referring to same.

(k) Method of Giving Notice: For Members who have consented in writing and have not revoked such consent by the Record Date established by subsection 5(h) above, notice may be given by email or by any means by which Members may be given notice who have not consented to email notice which means are (i) by ordinary prepaid mail (ii) by facsimile to the number of the Member on record with CDPA as of the Record Date; or (iii) by courier to the Member's address of record with CDPA as of the Record Date established by subsection 5(h). The Public Accountant may be given notice by any of the foregoing means including, if he has consented to such, by email. Where notice is given by email, any accompanying documents such as but not limited to a financial statement or a bylaw, may be included as attachments or otherwise with any email sending of notice or may be dealt with in accordance with the sentence following. Where notice is given by mail or otherwise including email, CDPA may, at its discretion, provide notice of any accompanying document such as but not limited to a financial statement or bylaw otherwise referenced in or required to accompany such notice of meeting, by posting such documents on the Members only access portion of its website and by including in the mailed or emailed notice a reference to the fact that such documents can be found posted at that portion of the website.

(l) Deemed Date of Receipt of Notice: Notice given in the manner set out in subsection 5(k) shall be deemed to have been received by the recipient (i) if by email, then on the date of transmission appearing on the email in the sender's records (ii) if by mail, then on the day of posting (iii) if by facsimile, then on the date of transmission as appears in the sender's records and (iv) if by courier, then on the date of delivery of the package or envelope containing the notice.

(m) Errors: No error or omission in giving notice of any annual or other meeting of Members including an adjourned meeting shall invalidate such meeting or make void any of the proceedings taken at such a meeting.

6. MISCELLANEOUS

(a) Notices other than notices of meetings or Members or Directors, may be given to any Member, Director, Officer, or Public Accountant, by any of the means set out in subsection 5(k) and shall be deemed to have been received at the times set out in subsection 5(l).

(b) Distribution of Assets on Dissolution: Upon dissolution, the net assets of CDPA shall be distributed rateably amongst its Members.

(c) Revocation of Previous Bylaws: All previous bylaws of CDPA are hereby revoked effective immediately upon enactment of this bylaw by the Directors.

(d) Indemnification of Officers and Directors: No Officer or Director shall be liable for any error or omission, save wilful neglect or default, committed in the course of carrying out his or her duties. CDPA shall indemnify and save harmless each Officer and Director of CDPA from all costs, expenses, and charges, sustained or incurred by such person

arising out of or concerning any action or proceeding taken against such person for any act, deed, matter, or thing whatsoever, made, done, or permitted by such person, whether by way of act of omission or commission, in or about the execution of the duties of his office, excluding only such as are occasioned by that person's own wilful neglect or default.

(e) Fiscal Year: Unless otherwise ordered from time to time by ordinary resolution of the Board, the fiscal year end of CDPA shall be the last day of February.

ENACTED by the Directors this 5th day of August, 2014.

President

Secretary

CONFIRMED by the Members this 16th day of September, 2014.

Secretary

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