

RIESENTÖTER REGION, PORSCHE CLUB OF AMERICA, INC.
CONFLICT OF INTEREST POLICY
EXECUTIVE BOARD MEMBERS AND EMPLOYEES

Riesentöter Region, Porsche Club of America, Inc. (the “Club”) is committed to conducting its affairs in compliance with the highest ethical standards. This Conflict of Interest Policy for the Club’s Executive Board (which consists of the Club’s Officers, Appointed Officers, and most recent Past-President) and employees is an important part of the Club’s efforts to maintain those standards.

1. **Fiduciary Duty.** Members of the Executive Board and employees of the Club occupy positions of fiduciary trust and are obligated to discharge their duties in good faith and with undivided loyalty to the Club. They must act in the course of their duties solely in the Club’s best interests without regard to the interests of any other organization or person with which they are related or associated, must refrain from taking part in any transaction or exploiting any opportunity if they cannot act with undivided loyalty to the Club, and must refrain from using information regarding the Club’s activities not generally known outside the Club for their benefit. Executive Board members and employees are also subject to this policy while serving on a committee or while acting in any other capacity on behalf of the Club.
2. **Conflicts of Interest.** Conflicts of interest (“Conflicts”) are those circumstances in which the personal or business interests of an Executive Board member or employee, or of one of their immediate family members, may actually or potentially conflict with the interests of the Club, or may be perceived as actually or potentially conflicting with the interests of the Club. Examples of Conflicts include:
 - (i) engaging in, or seeking to engage in, any transaction with the Club that involves the purchase, sale, or leasing of property, the granting or lending of money, or the provision of services,
 - (ii) holding any ownership or management interest in any organization that provides property, goods or services to the Club, is a grantee of the Club, or otherwise does, or seeks to do, business with the Club,
 - (iii) using information relating to the Club’s operations for personal or business advantage,
 - (iv) disclosing confidential information of the Club without authorization of the Executive Board,
 - (v) accepting a gift, entertainment or other favor of more than nominal value from any person or organization that has received or seeks to receive a benefit from the Club, does or seeks to furnish property, goods or services to the Club, or otherwise transacts or seeks to transact business with the Club, except entertainment received in the ordinary course of performing services for the Club,
 - (vi) exploiting any opportunity within the scope of the Club’s activities without first offering it to the Club, or
 - (vii) having any interest in any organization with a mission in conflict with the Club’s mission.

3. Disclosure of Conflicts. Executive Board members and employees shall disclose the material facts regarding any actual or potential Conflict (1) on annual certifications submitted to the Executive Board before each annual meeting of the Executive Board and (2) on interim certifications submitted to the Executive Board between annual certifications when the Executive Board member or employee becomes aware of an actual or potential Conflict.
4. Executive Board Action. After full disclosure, the Executive Board may determine that no actual Conflict exists and that no further action is required, based on any reasonable grounds, including the nominal nature of any interest involved. If an actual Conflict exists, neither the Club nor the Executive Board member or employee shall enter into or continue the transaction or arrangement presenting the Conflict unless it is approved by the Executive Board. In approving a Conflict, the Executive Board shall consider whether a more favorable alternative transaction or arrangement is available with a party that does not present a Conflict.
5. Abstention. Any Executive Board member seeking the approval of a Conflict or a determination that no actual Conflict exists shall abstain from the consideration of, and voting on, the transaction, arrangement or opportunity presented to the Executive Board, except to disclose the transaction, arrangement or opportunity and answer questions about it. Any Executive Board member so abstaining may be counted in determining the presence of a quorum.
6. Minutes of Executive Board Action. The minutes of the meeting of the Executive Board where an actual or potential Conflict was disclosed and approved shall contain a full description of the parties involved, their relationships, the nature of the Conflict, and the Executive Board action.
7. Definitions. The term “organization” includes without limitation any agency, entity, company, association, firm or other group, whether governmental or nongovernmental, and whether operated on a for-profit or nonprofit basis. The term “interest” includes without limitation any position as owner, officer, board member, partner, member, employee, contractor, consultant, or beneficiary, but shall not include the ownership of less than five percent of the outstanding voting securities of a publicly-held company. The term “immediate family” means spouse, domestic partner, ancestors, siblings, descendants, and the spouses or domestic partners of ancestors, siblings and descendants.
8. Amendment or Repeal of this Policy. Having been duly enacted, this Conflict of Interest Policy shall not be amended or repealed except by a two-thirds vote of the Executive Board.

APPROVED: October 29, 2008

**CONFLICT OF INTEREST
CERTIFICATION
EXECUTIVE BOARD MEMBERS AND EMPLOYEES**

I have read and understand the Conflict of Interest Policy for the Executive Board and employees of the Riesentöter Region, Porsche Club of America, Inc., including (1) my fiduciary duties to act in the best interests of the Club without regard to the interests of any other person or organization with which I may be related or associated, and (2) my obligation to disclose any actual or potential conflicts of interest that I or a member of my immediate family may have.

I hereby certify that

I am not aware of any actual or potential conflict of interest as described in the Policy.

OR

I am aware of one or more actual or potential conflicts of interest as described in the Policy, and I have attached a description of the material facts involved, including names and addresses of parties, relationships, dates, and the nature of the transaction, arrangement, or opportunity.

Signature: _____

Print Name: _____

Date: _____