BYLAWS OF THE
DISTILLERS, IMPORTERS AND VINTNERS
CREDIT MANAGEMENT ASSOCIATION

DEFINITIONS

In this Agreement, the following words and expressions shall have the following meanings:

Association – The Distillers, Importers and Vintners Credit Management Association incorporated under the Laws of the State of Illinois on August 19, 1996.

Association Membership List – The official Association roster of Members, Member Representatives, Voting Member Representatives, Board of Directors, Officers, etc. (Definitions included below).

Attendance – Representation at a virtual or in-person meeting of the Association on behalf of the Member.

Director – A Member Representative who serves on the Board of Directors.

Board of Directors- The group of Member Representatives, that will oversee the management of the property and business of the Association.

Member - The business entity that joins the Association.

Member in Good Standing – A Member that is current with its dues and is not in breach of any of its obligations and responsibilities under these Bylaws

Member Representative(s) - One or more employee of the Member who performs the credit function for the Member, including the Order-to-Cash function and customer credit assessments for the Member. Each Member may have multiple Member Representatives, only one of which will be the Voting Member Representative.

Voting Member Representative - The Member Representative designated on the Roster as the Voting Member Representative who will be responsible for officially voting on behalf of the Member on matters coming before the Association. The Voting Member Representative may vote by Proxy as discussed below.

Officers - Members of the Board of Directors elected to serve as Officers of the Board of Directors.

Third Party Compliance Facilitator (Administrator) - An independent third-party engaged by the Association to perform various tasks including the facilitation of compliance with antitrust rules. This Third-Party shall serve as the Administrator to the Association.

ARTICLE I - NAME

This Association shall be known as the Distillers, Importers and Vintners Credit Management Association (the "Association").

ARTICLE II - PURPOSE

The primary purpose for which the Association was organized is the collection, compilation and exchange

of trade credit information and its distribution to members only of the trade association. The ancillary purpose of the Association is to assist with risk management in order to cash process which may include best practices while maintaining compliance with Anti-Trust laws. The Association shall not participate in or give consideration to any activity, plan, understanding or arrangement which would restrict or interfere with the exercise of free and independent judgment by the Members of the Association in the management or operation of their respective businesses.

ARTICLE III - MEMBERSHIP

Section 1. QUALIFICATION

To qualify for membership of the Association, the applying company must:

A. Be engaged in the sale of beverages to the alcoholic beverage distributor network for a minimum of one year, and

B. Employ one or more full-time management level financial executives responsible for the credit function, and

C. Be able to demonstrate that its distribution at the time of application is national in scope, and

D. At the time of application, the company must be registered with the Alcohol and Tobacco Tax and Trade Bureau ("TTB"). The Secretary shall verify this requirement as best as practicable to determine the Applicant's qualification for membership. Verification could include assessing publicly available information (e.g., case sales, financial statements) or an attestation letter from applicant's management. In doubtful cases, the application shall be referred to the Board of Directors for a determination of qualification.

E. The Applicant Company may not be considered for membership if, at the time the application is received, it is related through association, affiliation, control or ownership to an alcoholic beverage wholesale distributor, which sells any member's products.

Section 2. APPLICATION

Applications for membership will be presented to the Administrator in writing, signed by a full-time management level financial executive responsible for the credit function. The application will include an agreement that the applicant, if accepted as a member, shall perform all the obligations and requirements of membership stated in these Bylaws, as amended from time to time.

Section 3. RESPONSIBILITIES

A. Each Member shall fulfill all requirements contained in these By-Laws or as approved by a majority vote of the Members or set forth by the Board of Directors.

B. Each Member is expected to accurately complete and submit all surveys, trade and credit exchange information and any other consolidated input in compliance with anti-trust regulations. Any and all credit information exchanged among the members is confidential. Disclosure of this information beyond the membership, or any other improper use of the information, will cause sanctions to be applied. All credit information exchanges at meetings will be monitored by the Administrator.

C. Each Member shall attend the Regular and Special Meetings of the Association as set forth below.

Section 4. TERMINATION OF MEMBERSHIP

A. The membership of a Member will be subject to termination for the following reasons:

1. Failure to pay membership dues on a timely basis.
2. Violation of these Bylaws or Articles of Incorporation of the Association
3. Violation of any antitrust statute, including but not limited to the Sherman Antitrust Act, the Robinson Patman Act, the Federal Trade Commission Act, or any comparable state laws

B. A Member who is at risk of membership termination will be provided with one opportunity to remediate its violation prior to termination.

ARTICLE IV - MEETINGS

Section 1. REGULAR AND SPECIAL MEETINGS

A. An annual meeting of the Association shall take place in December of each calendar year, at which time elections of officers shall occur.

B. Regular meetings of the Association will be held at such times and at such places as will be established by the Board of Directors at the first meeting following the annual meeting of the Association. The Board of Directors will have the discretion to change the time and dates of the regular meetings as may become necessary.

C. The President of the Association has the discretion to convene a special meeting.

Section 2. NOTICE OF MEETINGS

A. Written notice of the annual meeting of the Association will be sent to each Member by mail, fax or electronic communication no less than thirty (30) days prior to the annual meeting.

B. Written notice of each regular meeting of the Association will be sent to each Member by mail, fax or electronic communication no more than thirty (30) days nor less than ten (10) days prior to each regular meeting.

C. Written notice of each special meeting of the Association will be sent to each Member by mail, fax or electronic communication no more than thirty (30) days nor less than ten (10) days prior to the special meeting.

D. Each written notice will state the place, date and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

E. In the case of a merger, consolidation, dissolution or sale, lease or exchange of assets of the Association, the minimum notice period will be 20 days.

Section 3. PLACE OF MEETING

The President shall designate the place for any meeting.

Section 4. VOTING RIGHTS

Members have voting rights, as specified in the Association's Articles of Incorporation, for all matters requiring a vote of the membership. Only a Member in Good Standing is eligible to vote. Each Member shall have one vote which shall be cast by the Voting Member Representative.

Section 5. FIXING OF RECORD DATE

For the purpose of determining the Members entitled to receive notices of meetings or which are entitled to

vote at any meeting, the record date will be the date on which the notice is sent in accordance with the provisions of Section 2, above.

Section 6. VOTING LISTS
The Secretary shall maintain records of which company Members are eligible to vote at any meeting. These records will be made available to each Member, at its request.

Section 7. QUORUM
A minimum attendance by one third of the Members of the Association, as of the record date, is required to constitute a quorum for conducting business. If a quorum is present, the affirmative vote of two thirds of the Members present will be the act of the Members.

Section 8. PROXIES
Each Voting Member Representative may appoint a proxy to vote for him or her at a meeting. The appointment must be in writing and will not be valid for more than 11 months from the date it is signed, unless otherwise provided.

ARTICLE V BOARD OF DIRECTORS

Section 1. GENERAL POWERS
The property, affairs, and business of the association shall be managed by the officers and the board of directors, in a number consistent with and elected in the manner provided in the articles of incorporation, or as set forth in these bylaws. The Board of Directors will hereafter be referred to as the "Board" or "Board of Directors".

Section 2. NUMBER, TENURE AND QUALIFICATIONS
All Members in Good Standing are eligible to have a Member Representative serve on the Board of Directors. Directors will be elected at the regular annual meeting. The number of Directors will be not less than three nor more than six and must include the roles of President and Treasurer which must not be fulfilled by the same Member or Member Representative. If the election is not held at the annual meeting it will be held as soon as it is conveniently possible. Each Director shall hold office until his or her successor has been elected, or until he or she resigns. Illinois residency is not required.

Section 3. REGULAR MEETINGS OF THE BOARD
Regular meetings of the Board may be held at such places and at such times as the Directors may determine by resolution adopted by the majority of the whole board. Meetings of the Board may be held anywhere in the United States in person or by way of a video conference meeting.

Section 4. SPECIAL MEETINGS OF THE BOARD
Special meetings of the Directors may be held at any time and at any place when called by the Chair. Reasonable notice of the date, time and place of special meetings of the Directors shall be given to each Director by the Secretary with at least three (3) days' notice thereof to each director by electronic transmission or telephone.

Section 5. QUORUM
A quorum of at least 50% of the Board members must be in attendance in person or by remote connection

before business can be transacted or motions made or passed. When a quorum is present, a majority of Board members voting shall carry any legal question.

Section 6: ACTION BY THE BOARD
Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Board. Such consents shall be treated for all purposes as a vote at a meeting. Consent via electronic communications shall be sufficient to satisfy this paragraph.

Section 7. REMOVAL/VACANCIES
A Director can be removed with or without cause by a vote of Directors then in office. This action can be taken at any meeting, and the notice of the meeting will state this purpose. The notice must be sent not less than seven (7) nor more than twenty-one (21) days before the meeting. Vacancies occurring on the Board may be filled by a vote of the members of the Board and those appointments will remain in place until the next election.

Section 8. COMPENSATION
Officers and Directors will not receive any compensation for their services. An Officer or Director who serves the Association in another capacity, other than as a Director, at the request of the Association, may be compensated for that service if a majority of the members vote for compensation at any meeting. Officers or Directors may be reimbursed for any out-of-pocket expenses which they incurred at the request of the Association.

ARTICLE V OFFICERS & BOARD MEMBERS

Section 1. OFFICERS
The Officers of the Association will be the President, the First Vice President, the Second Vice President, the Treasurer, the Secretary, and any other Officers created and filled from time to time by the Members. The Board may authorize the Officers to take actions other than those specified in these Bylaws.

Section 2. ELECTION AND TERM OF OFFICE
Elections for Officers will take place at the annual meeting of the Association held in December of each calendar year. Officers will be elected for a term of one year, or until their successors are elected by a two-thirds vote of the Members present at a meeting. No Officer may be elected to the same office for more than two successive terms. Notwithstanding the foregoing, each Officer will hold office until his or her successor has been elected, or until he or she resigns or is removed. Election of an Officer does not automatically create any contract rights.

Section 3. PRESIDENT
The President will be the principal executive Officer of the Association. Subject to the direction and control of the Board, he or she shall be in charge of the business and affairs of the Association; see that the resolutions and directives of the Board are put into effect except where the Board assigns the duty to another person; and, in general, discharge all duties incident to the office of President. Except where signature authority is delegated by the Board to another Officer or agent, or a different mode is expressly prescribed by the Board, the President may execute all contracts, deeds, mortgages, bonds or other instruments which

the Board has authorized, individually or with another authorized Officer. The President shall serve as the Chair of the Board.

Section 4. FIRST VICE PRESIDENT
The Vice President shall assist the President and perform those duties assigned by the President or the Board. The Vice President shall assume the responsibilities of the President when the President is absent or if the President refuses or is unable to act.

Section 5. SECOND VICE PRESIDENT
The Second Vice President shall assist the President and perform those duties assigned by the President or the Board. The Second Vice President shall assume the responsibilities of the President when the First Vice President is absent or if the First Vice President refuses or is unable to act.

Section 6. TREASURER
The Treasurer shall be the principal accounting and financial Officer of the Association. The responsibilities of the Treasurer shall include the maintenance of adequate accounting records and the custody, collection and distribution of the Association's funds and securities. The Treasurer shall perform all the duties customarily incident to the office of a Treasurer, or which are assigned by the President or the Board, including but not limited to budgeting monthly bank reconciliations, tax filings, securing adequate insurance to cover association activities and presenting the annual budget to the association.

Section 7. SECRETARY
The Secretary shall assume the responsibilities of the Treasurer when the Treasurer refuses or is unable to act. The Secretary shall be responsible for the safekeeping of all Association records.

Section 8. ADMINISTRATOR
The Administrator is a non-voting, non-elected board member.

DUTIES: The duties of the Administrator shall include:

a) Evaluating and approving new member applications.
b) Taking and recording minutes of the association meetings, periodic board meetings, and any special association meetings.
c) Preparing the meeting agendas based upon input from the President and Committee Chairs.
d) Maintain the Association Membership List.
e) The Administrator shall have oversight of anti-trust compliance and any other duties assigned by the officers of the board. At a minimum, the Administrator will ensure that all meetings are conducted in a manner compliant with antitrust statutes and shall be the third-party independent advisor to the group.

ARTICLE VI COMMITTEES

Section 1. STANDING OR TEMPORARY COMMITTEES
The Board may continue or establish any standing or temporary committees, which it deems appropriate.

ARTICLE VII DUES AND SPECIAL FEES

Section 1. DUES AND SPECIAL FEES

Dues or fees payable by Members may be established from time to time by a two-thirds majority vote of the Members present at a meeting. The notice for the meeting must state this purpose. Members shall pay all dues and fees according to the invoice Terms and Conditions. No refunds will be given to Members if they resign or are terminated pursuant to the terms of Article III of these Bylaws.

Section 2. BUDGET

The Treasurer shall prepare and present a proposed annual budget by no later than the annual meeting for the following fiscal year. The budget must be approved by a two-thirds vote of the Members present at the meeting.

Section 3. REPORTS

The Treasurer shall prepare a complete reconciliation of receipts and disbursements, including copies of bank account statements, for each regular meeting. The Treasurer shall also prepare and provide a financial report at the first meeting of the new fiscal year of the prior year's activity.

ARTICLE VIII ACTION UPON VIOLATION OF THE BYLAWS

The Administrator shall, upon receipt of a complaint that one of the Member Representatives has violated these Bylaws, investigate the complaint. If it is found that one of the Member Representatives has, in fact, violated these Bylaws, the Administrator shall notify the Member that it is in violation of the Bylaws and provide that Member with a one-time opportunity to remediate its violation. If such remediation does not take place, the Administrator will report to the Board who will determine whether or not the Member shall be terminated in accordance with Article III.

ARTICLE IX AMENDMENTS

Any amendment to these Bylaws may be proposed, in writing, to the Secretary, who shall send it to all Members by electronic communication within two business days after receiving it. The amendment will be considered at the next meeting. The Members will have the power to alter, amend or repeal these By-Laws by two-thirds majority vote.

ARTICLE X WAIVER OF NOTICE

Whenever notice is required to be given under the provisions of the General Not for Profit Corporation Act of Illinois, the Articles of Incorporation or these Bylaws, a signed waiver of the notice by a person entitled to such notice will be deemed equivalent to the giving of such notice.

ARTICLE XI INDEMNIFICATION AND INSURANCE

Section 1. INSURANCE COVERAGE

1.1 General Liability Insurance: The Association shall maintain a comprehensive general liability insurance policy to cover claims arising from the activities of the Association, including coverage for its board

members, officers, directors, employees, and agents. The coverage shall include protection for acts carried out within the scope of their duties.

1.2 Directors and Officers (D&O) Insurance: The Association shall maintain Directors and Officers (D&O) insurance to specifically protect its board members, officers, and directors from any personal liability arising out of their role in the Association. This insurance shall cover claims of negligence, errors, omissions, or wrongful acts committed while fulfilling their responsibilities to the Association.

Section 2. INDEMNIFICATION

2.1 Indemnification of Board Members, Officers, and Directors: The Association agrees to indemnify, defend, and hold harmless its board members, officers, and directors from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

(a) Any act, omission, or decision made by such individuals in the course of their duties on behalf of the Association, except in cases of gross negligence or willful misconduct;

(b) Any legal proceedings brought against them due to their role in the governance or administration of the Association.

2.2 Indemnification by Members: Each Member agrees to indemnify, defend, and hold harmless the Association, its board members, officers, directors, employees, agents, and other Members from and against all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

(a) The Member's participation in the Association's meetings or activities;

(b) The Member's breach of this agreement or violation of applicable laws;

(c) Any action, inaction, or decision by the Member in relation to the discussions, evaluations, or actions involving the creditworthiness of third parties.

2.3 Indemnification by the Association: The Association agrees to indemnify, defend, and hold harmless its Members, officers, directors, and employees, and agents from and against all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

(a) Any negligent act, omission, or willful misconduct by the Association or its agents during the conduct of Association meetings or activities;

(b) Any breach of this agreement or violation of applicable laws by the Association.

2.4 Exclusions: Indemnification shall not apply to claims or losses resulting from the gross negligence or willful misconduct of the indemnified party.

2.5 Notification: The indemnified party shall promptly notify the indemnifying party of any claim or demand that falls within the scope of this indemnification provision. Failure to provide timely notice shall not relieve the indemnifying party of its obligations under this clause unless such failure materially prejudices the defense of the claim.

Section 3. LIMITATION OF LIABILITY

3.1 No Personal Liability for Board Members, Officers, and Directors: No board member, officer, or director shall be personally liable for any claim, damage, or loss arising out of the performance of their duties on behalf of the Association, except in cases of gross negligence or willful misconduct.

3.2 No Consequential Damages: Neither the Association nor its Members shall be liable to each other or any third party for any consequential, incidental, indirect, or special damages arising out of or in connection with participation in the Association, including but not limited to loss of profits, loss of revenue, or loss of goodwill.

Section 4. SETTLEMENT OF CLAIMS

4.1 Settlement Authority: Neither party shall settle any claim that imposes any obligation or liability on the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably

withheld.

Section 5. SURVIVAL

5.1 The obligations set forth in this Insurance and Indemnification Clause shall survive the termination of this agreement and any Member's or board member's participation in the Association.

ARTICLE XII CONTRACTS, CHECKS AND DEPOSITS

Section 1. CONTRACTS

The President of the Association has the authority to execute any contract authorized by the Board and deliver any instrument in the name of and on behalf of the Association.

Section 2. PAYMENTS

All checks, drafts or other orders of payment of money, notes or other evidence of indebtedness of the Association will be signed or electronically approved by email by the Treasurer (or Secretary if applicable) and the President of the Association.

Section 3. DEPOSITS

All funds of the Association will be deposited from time to time to the credit of the Association in banks, trust companies or other depositories selected by the Board.

ARTICLE XIII BOOKS AND RECORDS

The Association shall keep the following books and records:

1. Correct and complete financial books and records of accounts
2. Minutes of the meetings of the Board
3. Minutes of the Association meetings
4. Lists of all Members of the Association
5. Lists of all committees of the Association and those committee members.

ARTICLE XIV FISCAL YEAR

The fiscal year of the Association is December 31 and may be changed from time to time by the Board.

ARTICLE XV CORPORATE SEAL

In the event the Board elects to use a corporate seal, the seal will be inscribed with the name of the Association and the words "Corporate Seal, Illinois".

Revised: November 14, 2025 via balloted vote of members