



**TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE BVI BUSINESS COMPANIES ACT**

**AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF**

THE INTERNATIONAL CRICKET COUNCIL LIMITED

**Incorporated on August 27, 1997 as a
company limited by guarantee not having a capital divided into shares
and automatically re-registered as a
company limited by guarantee that is not authorised to issue shares
on January 1, 2009**

**Approved by a resolution of Members on the
22 June 2017**

**Filed the [●] 2017
To disapply Division 1 of Part VI of the
Transitional Provisions**

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT

AMENDED & RESTATED

MEMORANDUM OF ASSOCIATION

- of -

THE INTERNATIONAL CRICKET COUNCIL LIMITED

1. The name of the company is the International Cricket Council Limited (referred to below as the "**ICC**").
2. The ICC is a company limited by guarantee that is not authorised to issue shares.
3. The ICC was first incorporated on August 27, 1997, as a company limited by guarantee, not having a capital divided into shares. Immediately prior to the date of automatic re-registration in accordance with the BVI Business Companies Act (as from time to time amended or restated, the "**Act**"), the ICC was governed by the Companies Act (Cap. 285).
4. At the time of notice to disapply Division 1 of Part VI of Schedule 2 of the Act:
 - (A) the registered office of the ICC was situated at Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, British Virgin Islands; and
 - (B) the registered agent of the ICC was Harneys Corporate Services Limited of Craigmuir Chambers, P. O. Box 71, Road Town, Tortola, British Virgin Islands.

The registered office and the registered agent of the ICC may be changed from time to time by the Board of Directors or by the passing of an Ordinary Resolution.
5. The ICC is the international federation responsible for the global governance of the sport of cricket and, in that respect, is established to pursue the following objects (working in conjunction with its Members):
 - (A) to promote and develop Cricket at all levels throughout the world, including by distributing revenues and/or advancing loans to Members in accordance with the provisions of this Memorandum of Association;
 - (B) to govern and regulate Cricket at the international level, including by promulgating appropriate playing conditions for each format of the game of

cricket, and to recognise the rights and responsibilities of its Members to govern and regulate Cricket in their respective Cricket Playing Countries;

- (C) to uphold, respect and advance the unique culture, ethic and spirit of Cricket;
- (D) to protect the independence and autonomy of the ICC and its Members to govern and regulate Cricket;
- (E) to control and manage the organisation, sanctioning and scheduling of ICC Events and acknowledge that it is Members' responsibility to do the same at national level and in respect of bilaterally arranged international cricket events between Members, in each case so as to ensure that the sporting calendar for Cricket is organised and scheduled in accordance with the best long-term interests and priorities of the sport as a whole;
- (F) to preserve the integrity and ethics of Cricket and to promote fair play, including (without limitation) by providing match officials for international matches, and by adopting anti-doping and anti-corruption rules and other appropriate codes of conduct and ensuring that such rules and codes are enforced uniformly throughout the sport, including at all Cricket events sanctioned by the ICC and its Members;
- (G) to establish and maintain efficient and appropriate central and regional administration functions to control, regulate and direct the affairs of the ICC;
- (H) to enter into agreements for the promotion of Cricket, including contracts for the exploitation of the commercial and associated rights to Cricket events;
- (I) to purchase or otherwise acquire and undertake all or any part of the assets, business, property, privileges, contracts, rights, obligations and liabilities of any company, corporation, society, partnership or person that is carrying on any business that the ICC is authorised or empowered to carry on or that is possessed of property suitable for the objects of the ICC or of any company or corporation in which the ICC holds shares, bonds, debentures or other securities or obligations, and to carry on the business of any such company, corporation, society, partnership or person whose assets are so acquired;
- (J) to purchase, lease, hire, construct, provide, operate, equip and maintain land and/or buildings (whether for the purposes of office premises or otherwise); and
- (K) to do all such other things as are incidental to, or as the Board of Directors may think conducive to, the attainment of the above objects.

6. Subject to the provisions of the Act and any other British Virgin Islands legislation, the ICC has, irrespective of corporate benefit: (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction (and, for the purposes of section 9(4) of the Act, there are no limitations on the business that the Council may carry on); and (b) for the purposes of subparagraph (a), full rights, powers and privileges.
7. The ICC shall have different classes of Members, as provided for in the Articles of Association, all of which Members shall be guarantee members with limited liability for the debts and liabilities of the ICC, as set out in clause 11 of this Memorandum of Association.
8. The following actions may only be undertaken by the ICC by the Members passing a Special Resolution:
 - (A) amending any provision of this Memorandum of Association and/or the Articles of Association;
 - (B) authorising any distribution among the Members of the surplus revenues derived by the ICC in any financial year other than in accordance with the principle set out in clause 9 of this Memorandum of Association;
 - (C) authorising the manner of any distribution among the Members of all or part of the monies retained by the ICC in reserves;
 - (D) imposing membership subscriptions, fees or levies on Members and determining the proportions and terms thereof; and
 - (E) ratifying the grant, re-classification and/or termination of membership in accordance with Article 2 of the Articles of Association.
9. In order to provide support to Members in the administration, management and development of Cricket in their respective Cricket Playing Countries, the ICC shall (unless otherwise determined by Special Resolution in accordance with clause 8 (B) of this Memorandum of Association) distribute the surplus revenues that it derives in any financial year (and which are lawfully available for distribution) amongst the Members in a manner to be approved by the Board of Directors (in its sole discretion) from time to time, provided that the manner of distribution: (a) will be made available to any Member upon written request; (b) may allow each Member (or class of Member) to receive a different share of a distribution than other Members (or classes of Members) irrespective of the fact that such a distribution may not be pari passu to the membership interests of the Members; and (c) shall be binding on all Members.

10. In calculating the amount of total surplus revenues to be distributed in accordance with clause 9 of this Memorandum of Association, the ICC shall deduct from its total revenues (i) all operational costs of running the ICC in accordance with its purposes and any organisational strategy in place from time to time; and (ii) any payments made into the ICC's reserves in accordance with the policy approved by the Board of Directors for establishing and maintaining reserves in place from time to time.
11. In the event that a voluntary liquidator or a liquidator under the Insolvency Act of the British Virgin Islands is appointed to the ICC or the ICC is otherwise wound up, each Member shall be liable, and undertakes, to contribute to the assets of the ICC an amount not exceeding (a) US\$3.00 in the case of a Full Member or (b) US\$1.00 in the case of an Associate Member.
12. Upon the winding up, liquidation or dissolution of the ICC, and after the satisfaction of all of its debts and liabilities, any remaining property, assets or other surplus shall be paid to or distributed among the Members at the time of such winding up, liquidation or dissolution by paying 75 per cent thereof to the Full Members (in equal shares) and 25 per cent thereof to the Associate Members (in equal shares).
13. Defined terms used in this Memorandum of Association shall have the meanings given to them in the Articles of Association.

We, **HARNEYS CORPORATE SERVICES LIMITED**, registered agent of the ICC, of Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands in our capacity as registered agent to the ICC hereby apply for the disapplication of Division 1 of Part VI of Schedule 2 of the Act this [***] 2017.

HARNEYS CORPORATE SERVICES LIMITED
Registered Agent

Per:
For and on behalf of
Harneys Corporate Services Limited

ARTICLES OF ASSOCIATION

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TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT

AMENDED & RESTATED

ARTICLES OF ASSOCIATION

OF

THE INTERNATIONAL CRICKET COUNCIL LIMITED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Articles of Association, unless the context otherwise requires the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively in the second column.

<u>Words</u>	<u>Meaning</u>
"Act"	has the meaning given to it in clause 3 of the Memorandum of Association;
"Annual General Meeting"	has the meaning given to it in Article 6.1(A);
"Article"	one of these Articles of Association;
"Articles of Association"	these Articles of Association, as amended from time to time;
"Associate Member"	a National Governing Body that is listed in the Register as an "Associate Member";
"Associate Member Director"	has the meaning given to it in Article 4.2(C);
"Associate Members' Meeting"	has the meaning given to it in Article 6.2(A);
"Associate Member Performance Measure"	the system as approved from time to time by the Board of Directors which is applied every two (2) years and pursuant to which Associate Members are measured relative to one another based on their on and off-field

	performance across a number of agreed metrics;
"Associate Members' Resolution"	a resolution of the Associate Members in the Associate Members' Meeting that must satisfy the conditions set out in Article 6.15(D) in order to be passed;
"Associate Membership Review"	has the meaning given to it in Article 2.8(C);
"Associated Company"	means (i) any holding company of the ICC, or (ii) any company which the ICC any such holding company, or any subsidiary of the ICC or any such holding company, holds or controls more than 20% of the equity share capital including, without limitation, ICC Development (International) Limited, ICC Business Corporation FZ LLC or International Cricket Council FZ LLC.
"Board of Directors"	the Directors holding office in accordance with Article 4 and acting by Resolution of Directors;
"Chairperson"	the person for the time being holding office as chairperson of the ICC under Article 3.2;
"Chairperson of the Associate Members"	the person for the time being holding office as chairperson of the Associate Members under Article 6.9;
"Chief Executive"	the person for the time being holding office as chief executive officer of the ICC under Article 3.3;
"Code of Ethics"	the document titled "Code of Ethics" that is approved by the Board of Directors from time to time;
"Committee"	has the meaning given to it in Article 5(A);
"Cricket"	the sport of cricket, including all current and future formats, variations and/or derivatives

	of the sport modified or derived from its traditional form, irrespective of the number of players involved, the length of match, or the type of venue or playing surface or equipment used, save as otherwise decided from time to time by the Board of Directors;
"Cricket Playing Country"	a country (or countries associated for Cricket purposes) or geographical area where Cricket is played;
"Deputy Chairperson"	The person for the time being holding office as deputy chairperson of the ICC under Article 3.2;
"Directors"	each of the Chairperson, Chief Executive, the Independent Director, each Full Member Director, and each Associate Member Director from time to time;
"Director Eligibility Criteria"	has the meaning given to it in Article 4.2(A);
"Dispute Resolution Committee"	means the Committee of the ICC currently known as the "Dispute Resolution Committee" whose terms of reference are approved from time to time by the Board of Directors and published on the ICC's website (www.icc-cricket.com);
"Eligibility Criteria"	for Full Members, the conditions set out in Article 2.7(A); for Associate Members, the conditions set out in Article 2.7(B);
"Full Member"	a National Governing Body that is listed in the Register as a "Full Member";
"Full Member Director"	has the meaning given to it in Article 4.2(B);
"ICC"	has the meaning given to it in clause 1 of the Memorandum of Association;
"ICC Events"	Each of the following: (a) the ICC Cricket World Cup; (b) the ICC World Twenty20; (c)

the ICC Champions Trophy; (d) the ICC World Cricket League Championship and Divisions 2 – 5 inclusive, together with any regional qualifying events thereto; (e) the ICC Women's World Cup; (f) the ICC Under 19 Cricket World Cup; (g) the ICC World Cup Qualifying Tournament; (h) the ICC Women's World Cup Qualifying Tournament together with any regional qualifying events thereto; (i) the ICC World Twenty20 Qualifying Tournament; (j) the ICC Under 19 Cricket World Cup Qualifying Tournament, together with any regional qualifying events thereto; (k) the ICC Intercontinental Cup; and (l) any other event organised or sanctioned by the ICC from time to time.

"ICC Management"	any senior employee (or other individual with similar status) of the ICC or of any ICC group company;
"Independent Director"	has the meaning given to it in Article 4.5(A);
"Meeting(s)"	each Annual General Meeting, Special Meeting and Associate Members' Meeting;
"Member"	each Full Member and each Associate Member;
"Membership Criteria"	the governance, playing, administrative and other criteria used by the Membership Committee to determine applications for membership or re-classification of membership in accordance with Article 2.6, as approved by Special Resolution from time to time;
"Members' Resolution"	each Ordinary Resolution and each Special Resolution;
"Membership Committee"	has the meaning given to it in Article 2.5;

"Memorandum of Association"	the Memorandum of Association of the ICC, as amended from time to time;
"National Governing Body"	a body (whether incorporated or not) that is recognised by the ICC as the governing body responsible for the administration, management and development of Cricket in a Cricket Playing Country;
"Nominations Committee"	means the committee of the ICC currently known as the "Nominations Committee" whose terms of reference are approved from time to time by the Board of Directors and published on the ICC's website (www.icc-cricket.com);
"Non-Voting Associate Member"	each of the Associate Members without a right to vote at any Meeting as described in Article 2.7(C);
"Ordinary Resolution"	a resolution of the Members in Annual General Meeting or a Special Meeting that must satisfy the voting conditions set out in Article 6.15(C)(iii) in order to be passed;
"Regional Representative"	each of the five regional representatives of the Non-Voting Associate Members as described in Article 2.7(C);
"Register"	has the meaning given to it in Article 2.13;
"Regulation(s)"	each regulation made pursuant to Article 8;
"Resolution of Directors"	(a) a resolution approved at a duly constituted meeting of Directors by the requisite majority specified in Article 4.9; or (b) a resolution consented to in writing by at least two-thirds of the Voting Board Members;

"Retention Criteria"	for Full Members, the conditions set out in Article 2.8(A); for Associate Members, the conditions set out in Article 2.8(B);
"Special Meeting"	has the meaning given to it in Article 6.1(B);
"Special Resolution"	a resolution of the Members in Annual General Meeting or a Special Meeting that must satisfy the voting conditions set out in Article 6.15(C)(ii) in order to be passed;
"Sub-Committee(s)"	has the meaning given to it in Article 5(B);
"Terms of Reference of the Associates Members' Meeting"	The terms of reference of the Associate Members' Meeting as approved from time to time by the Board of Directors and published on the ICC's website (www.icc-cricket.com);
"Voting Associate Member"	each of the Associate Members with a right to vote at any Meeting as described in Article 2.7(C); and
"Voting Board Member"	each of the Chairperson, each Full Member Director (or such alternate Director from time to time), each Associate Member Director (or such alternate Director from time to time), and the Independent Director (or such alternate Director from time to time).

1.2 In these Articles of Association:

- (A) notices to be given **"in writing"** shall, unless the contrary intention appears, be construed as including references to printing, photography, telegraphy, e-mail and other modes of representing or reproducing words in a visible form;
- (B) unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles of Association become binding on the ICC;

- (C) any references to a “**person**” or equivalent shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership or body (whether or not having separate legal personality);
- (D) words importing the singular shall include the plural and vice versa;
- (E) a reference to money is unless otherwise stated a reference to the lawful currency of the United States of America from time to time; and
- (F) any phrase introduced by the terms "**including**", "**include**", "**in particular**", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 **Official Language**

The official language of the ICC is English and all official documents and text and meetings shall be in the English language.

2. **MEMBERS**

2.1 This Article 2 sets out the conditions of eligibility for membership of the ICC, the different classes of Members of the ICC, the process by which persons may apply for membership, the rights and obligations of Members and the processes that govern changes to the class of, suspension from, and/or termination of, membership.

2.2 Neither the Memorandum of Association, these Articles of Association or admission to membership or status as a Member shall create a partnership or agency relationship between the ICC and its Members. The ICC is not liable for the debts or obligations of Members and (save as set out in clause 11 of the Memorandum of Association) Members are not liable for the debts or obligations of the ICC.

2.3 **Rights of Members**

Each Member shall enjoy the rights and benefits conferred on Members by the Memorandum of Association and these Articles of Association, which shall include (subject to the terms of the Memorandum of Association and these Articles of Association):

- (A) each Full Member and Associate Member being entitled to attend each Annual General Meeting and Special Meeting;

- (B) each Full Member and Voting Associate Member being entitled to vote at each Annual General Meeting and Special Meeting;
- (C) each Associate Member being entitled to attend each Associate Members' Meeting;
- (D) each Voting Associate Member being entitled to vote at each Associate Members' Meeting;
- (E) the Non-Voting Associate Members shall have the right to elect five Regional Representatives who shall have the right to attend and vote at each Annual General Meeting, Special Meeting and Associate Members' Meeting, in each case in accordance with these Articles of Association;
- (F) each Full Member being entitled to appoint a Full Member Director, and the Associate Members together being entitled to elect three Associate Member Directors, in each case in accordance with the process described in Article 4.2;
- (G) each Member being entitled to receive distributions in accordance with clauses 8(B), 9 and 10 of the Memorandum of Association;
- (H) each Member being entitled (subject to meeting any relevant qualification criteria) to participate in certain Cricket events organised or sanctioned by the ICC; and
- (I) each Member being recognised by the ICC and its fellow Members as having the sole and exclusive right and responsibility (subject to the Memorandum of Association, the Articles of Association and the Regulations) to govern, regulate and administer Cricket in its Cricket Playing Country.

2.4 **Obligations of Members**

Each Member must at all times:

- (A) respect and further the objects of the ICC set out in clause 5 of the Memorandum of Association;
- (B) fulfil all of its financial obligations to the ICC and to any other Member in a timely manner, including paying when due all membership subscriptions, fees and levies decided upon in accordance with clause 8(D) of the Memorandum of Association;
- (C) ensure that: (i) its statutes provide a process for free and democratic elections and appointments from amongst its members (or nominees from outside its

- members) for its executive body; and (ii) it determines its office-holders by free and democratic elections in accordance with the process set out in its statutes;
- (D) manage its affairs autonomously and ensure that there is no government (or other public or quasi-public body) interference in its governance, regulation and/or administration of Cricket in its Cricket Playing Country (including in operational matters, in the selection and management of teams, and in the appointment of coaches or support personnel);
 - (E) comply in all respects with, and discharge in full all of its obligations under, each provision of the Memorandum of Association and/or these Articles of Association, each decision of the Board of Directors, each Members' Resolution that is passed, and each Regulation;
 - (F) adopt, implement and enforce within its Cricket Playing Country a set of regulations (including anti-doping and anti-corruption regulations) that are consistent with the Memorandum of Association, these Articles of Association, each Members' Resolution that is passed, and the Regulations;
 - (G) recognise and enforce and give effect within its Cricket Playing Country to all decisions validly made in accordance with the Memorandum of Association and these Articles of Association and/or under the Regulations;
 - (H) administer, manage and develop Cricket in its Cricket Playing Country;
 - (I) not do anything (by act or omission) that brings Cricket or the ICC into disrepute or is contrary to the best interests of Cricket or the ICC;
 - (J) file an annual audited report with the ICC each year in a form approved by the Board of Directors;
 - (K) not become insolvent or bankrupt, or have an order of receivership or administration order made against it, or make any arrangement or composition with its creditors, or commence liquidation or winding up proceedings (other than a voluntary liquidation or winding up for the purposes of a reconstruction or reorganisation), or carry on its business under an administrator or administrative receiver for the benefit of its creditors, or suffer an equivalent event under the laws applicable in its Cricket Playing Country; and
 - (L) not be a member of any organisation claiming to be the international governing body for Cricket other than the ICC.

2.5 **Membership Committee**

The Board of Directors shall appoint a committee of no fewer than five (5) and no more than seven (7) people (the "**Membership Committee**") to fulfil the functions assigned to the Membership Committee in this Article 2 in accordance with its terms of reference (as from time to time approved by the Board of Directors in its absolute discretion). To be valid, a decision of the Membership Committee must be supported by at least a majority of the members of the Membership Committee from time to time.

2.6 **Application for membership**

- (A) Any applicant body that wishes to become a Member shall deliver an application to the Chief Executive, for referral to the Membership Committee, stating whether the body is applying to become a Full Member or an Associate Member, and showing how it meets the relevant Eligibility Criteria. The application shall be in such form, and shall be accompanied by such documents or other information, as the Membership Committee shall specify.
- (B) The applicant body must make such application for membership no later than 31 December in a calendar year, or such other date as the Board of Directors may determine in its sole discretion, in order for the Membership Committee to consider and determine that application prior to the Annual General Meeting in the following calendar year.
- (C) The Membership Committee shall determine whether the applicant body satisfies the relevant Eligibility Criteria. If it does, the Membership Committee shall recommend to the Board of Directors that the application be accepted.
- (D) The Board of Directors shall review the Membership Committee's recommendation solely to confirm that the proper process has been followed, the relevant Eligibility Criteria have been applied, and the recommendation is not based on any manifest error. Upon such confirmation, the Board of Directors shall notify the applicant body whether its application has been accepted (subject to approval by the Members in accordance with Article 2.6(E)) or denied. In the absence of such confirmation, the Board of Directors shall refer the application back to the Membership Committee for reconsideration.
- (E) The acceptance of any application to become a Member under this Article 2.6 shall be subject to approval by the existing Members by the passing of a Special Resolution at the next following Annual General Meeting.

- (F) Where there are two (or more) bodies applying at the same time to become a Member for the same Cricket Playing Country, the Board of Directors (whether on the recommendation of the Membership Committee or otherwise) may specify further processes and/or criteria to be followed in order to determine which (if any) of the competing applications should be accepted.

2.7 Classes of Members

There shall be the following two classes of Members:

- (A) **Full Members:** each of the following, whose full corporate details and registered place of business are set out in Appendix 1:
- (i) Cricket Australia;
 - (ii) Bangladesh Cricket Board;
 - (iii) England and Wales Cricket Board;
 - (iv) Board of Control for Cricket in India;
 - (v) New Zealand Cricket;
 - (vi) Pakistan Cricket Board;
 - (vii) Cricket South Africa;
 - (viii) Sri Lanka Cricket;
 - (ix) West Indies Cricket Board; and
 - (x) Zimbabwe Cricket.

Each Full Member must each satisfy the following conditions:

- (a) each obligation set out in Article 2.4; and
 - (b) any further conditions as may be proposed by the Board of Directors and ratified by the Members by the passing of a Special Resolution from time to time; and
- (B) **Associate Members:** all other Members who are not expressly identified as Full Members in Article 2.7(A) that satisfy each of the following conditions:
- (i) each obligation set out in Article 2.4;

- (ii) the Membership Criteria applicable to Associate Members; and
 - (iii) any further conditions as may be proposed by the Board of Directors and ratified by the Members by the passing of a Special Resolution from time to time.
- (C) Within the class of Associate Members:
- i. each Associate Member that occupies one of the top 40 places in the Associate Member Performance Measure shall be a Voting Associate Member;
 - ii. each Associate Member that does not occupy one of the top 40 places in the Associate Member Performance Measure shall be a Non-Voting Associate Member; and
 - iii. the Non-Voting Associate Members shall elect five Regional Representatives. The process for the election of the Regional Representatives shall be as set out in the Terms of Reference of the Associate Members' Meeting.

2.8 Retention Criteria

- (A) To retain its status as a Full Member, each Full Member must at all times satisfy the following conditions:
- (i) each obligation set out in Article 2.4; and
 - (ii) any further conditions as may be proposed by the Board of Directors and ratified by the Members by the passing of a Special Resolution from time to time.
- (B) To retain its status as an Associate Member, each Associate Member must at all times satisfy the following conditions:
- (i) each obligation set out in Article 2.4;
 - (ii) the Membership Criteria applicable to Associate Members; and
 - (iii) any further conditions as may be proposed by the Board of Directors and ratified by the Members by the passing of a Special Resolution from time to time.

- (C) Without prejudice to Article 2.9(B), the ICC will conduct biennial reviews of compliance by Associate Members with the relevant Retention Criteria (the “**Associate Membership Review**”).
- (D) Without prejudice to Articles 2.10(A) and/or 2.11(A):
 - (i) if, as a result of an Associate Membership Review, an Associate Member is found to be non-compliant with any of paragraphs 4.1(a), (b) or (e) of the Membership Criteria applicable to Associate Members at the time of the Annual General Meeting in any given year, such Associate Member shall be formally placed on notice at that Annual General Meeting that they have failed to satisfy the Membership Criteria applicable to Associate Members and shall be given twelve (12) months following the end of the Annual General Meeting at which they were placed on notice to remedy the issue(s) of non-compliance.
 - (ii) if at the immediately subsequent Annual General Meeting following the Associate Member being placed on notice pursuant to Article 2.8(D)(i), the Associate Member has failed to remedy the identified issue(s) of non-compliance, the Members, by way of a Special Resolution, may suspend the membership of that Associate Member with immediate effect.
 - (iii) If at the immediately subsequent Annual General Meeting following the suspension of an Associate Member pursuant to Article 2.8(D)(ii), the Associate Member in question has still failed to remedy the stated issue(s) of non-compliance, the Members may, by way of a Special Resolution, terminate that Associate Member’s membership of the ICC with immediate effect.

2.9 Re-classification of membership

- (A) Any Associate Member may submit an application to the Membership Committee to become a Full Member in accordance with the process set out in Article 2.6.
- (B) Notwithstanding Article 2.8(C), the Board of Directors may at any time ask the Membership Committee to consider whether an Associate Member does not meet the Retention Criteria for Associate Members and so should cease to be a Member.
- (C) The Membership Committee shall consider whether the Member in question satisfies the relevant Eligibility Criteria (in the case of review under Article

2.9(A)) or the relevant Retention Criteria (in the case of a review under Article 2.9(B)), and on that basis shall recommend to the Board of Directors that the Associate Member should be accepted as a Full Member (or else should continue as an Associate Member), or that the Associate Member should cease to be a Member (or else should continue as an Associate Member), as applicable.

- (D) The Board of Directors shall review the Membership Committee's recommendation solely to confirm that the proper process has been followed, the relevant Eligibility Criteria or Retention Criteria (as applicable) have been applied, and the recommendation is not based on any manifest error. Upon such confirmation, the Board of Directors shall notify the relevant Member that its membership status is being changed (subject to approval in accordance with Article 2.9(F)). In the absence of such confirmation, the Board of Directors shall refer the matter back to the Membership Committee for reconsideration.
- (E) Notwithstanding Article 2.9(D), prior to accepting the recommendation of the Membership Committee that an Associate Member should cease to be a Member, the Board of Directors shall give the Member a fixed period of not less than ninety (90) days (or such longer period as determined by the Board of Directors in its absolute discretion) to cure the failings that led to the Membership Committee's recommendation (unless they are incapable of cure). If the Member cures the failings in full within that period (as determined by the Board of Directors in its absolute discretion), its membership status will not be changed.
- (F) Any change in a Member's status from Associate Member to Full Member under this Article 2.9 shall be subject to approval by the existing Members by the passing of a Special Resolution at the next following Annual General Meeting. Pending such approval, the applicant body shall retain its existing membership status (for example, an Associate Member whose application to be re-classified as a Full Member is accepted shall remain as an Associate Member until such time as its change in status to a Full Member is approved by the Members at the next following Annual General Meeting).
- (G) Where the decision is that an Associate Member should cease to be a Member, the provisions of Article 2.11 shall apply.
- (H) Notwithstanding the foregoing provisions of this Article 2, where it appears to the Board of Directors that a Member is in serious breach of its obligations as a Member, rather than refer the matter to the Membership Committee in accordance with Article 2.9(B) the Board of Directors may in its absolute

discretion deal with the matter in accordance with Article 2.10 and/or Article 2.11.

2.10 **Suspension of membership**

- (A) Without prejudice to Article 2.11(A)(i), the Board of Directors may suspend the membership of a Member with immediate effect where, in the opinion of the Board of Directors (in its absolute discretion), the Member is in serious breach of any of its obligations as a Member.
- (B) Any suspension of a Member by the Board of Directors in accordance with Article 2.10(A) shall be subject to such terms and conditions as the Board of Directors may determine, including terms and conditions that the Member must satisfy (in accordance with a deadline specified by the Board of Directors) in order to have its suspension lifted (**‘Reinstatement Conditions’**).
- (C) Any Member that has its membership suspended under this Article 2.10 shall, unless the Board of Directors decides otherwise in its absolute discretion, and for the period of such suspension, be deprived of all of its rights as a Member (whether set out in these Articles of Association or otherwise), including its right to receive distributions of surplus ICC revenues, its right to participate in Events sanctioned by the ICC and its right to attend and vote at Meetings. The Register of Members will be amended to record the suspension. Any contractual or other obligations owed by that Member to the ICC which have accrued prior to suspension or under clause 11 of the Memorandum of Association shall continue to remain legally valid, binding and in full force and effect.
- (D) During the period of such suspension, the Board of Directors may make such arrangements for the governance, regulation and administration of Cricket in the relevant Member’s Cricket Playing Country as it sees fit, including (without limitation) exercising (or delegating to another to exercise) the rights previously exercised by the suspended Member to sanction (or not sanction) Cricket events staged in that Cricket Playing Country.
- (E) If the suspended Member does not meet the Reinstatement Conditions in full by the specified deadline, and/or where the Board of Directors otherwise deems it appropriate, the Board of Directors may pursue termination of the suspended Member’s membership in accordance with Article 2.11.

2.11 **Termination of membership**

- (A) A Member may have its membership of the ICC terminated if:

- (i) the Board of Directors considers that the Member's breach of its obligations as a Member is sufficiently serious to warrant termination; and
 - (ii) where such breach is curable, the Member has failed to cure the breach by any deadline specified by the ICC (whether pursuant to Article 2.10(B) or otherwise); and
 - (iii) such termination is ratified by the Members by the passing of a Special Resolution at the next Annual General Meeting (pending which Special Resolution, the Member may be suspended in accordance with Article 2.10).
- (B) A Member's membership of the ICC may also be terminated:
- (i) immediately upon written notice to the Chairman by a Member that it wishes to resign from membership; or
 - (ii) immediately upon the Members passing a Special Resolution.
- (C) Any Member that has its membership terminated under this Article 2 shall lose all of its rights as a Member (whether set out in these Articles or otherwise) with immediate effect, and shall be removed from the Register of Members. Any Member whose membership is terminated shall not be entitled to any consideration or other compensation in respect of the termination of its membership interest. Any contractual or other obligations owed by the Member to the ICC which have accrued prior to such termination shall continue to remain legally valid, binding, and in full force and effect.
- (D) Each Member shall indemnify and shall hold the ICC harmless for any and all losses, damages, and/or costs or expenses of any kind that the ICC suffers or incurs as a result of the termination of that Member's membership of the ICC. This obligation shall survive termination of such membership, as shall the obligation under Article 9 to submit any dispute in relation thereto to the Dispute Resolution Committee.

2.12 Appeals in respect of membership matters

- (A) The sole and exclusive right of appeal or challenge by a Member against any decision made by the Membership Committee or the Board of Directors or the Members in Annual General Meeting under this Article 2 shall be by way of appeal to the Dispute Resolution Committee (which, for the avoidance of

doubt, shall have absolute discretion to reach a final determination on such appeal).

- (B) An applicant body shall be deemed, by virtue of its application, to have agreed that if its application for membership is rejected it shall have no right of appeal against the decision to the Dispute Resolution Committee.

2.13 **Membership Register**

For the purposes of section 41 of the Act, the ICC shall cause there to be kept a register of Members (the "**Register**") in which there shall be recorded the name and address of each Full Member and each Associate Member, a statement that each Member is a guarantee member of the ICC, the date on which the name of each Member was entered into the Register, any changes to the status of that Member, and the date upon which each Member ceased to be a Member. For each Associate Member, the Register shall also record whether the Associate Member is a Voting Associate Member or Non-Voting Associate Member.

3 MANAGEMENT OF THE ICC

- 3.1 Save for any issue expressly reserved in the Memorandum of Association and/or the Articles of Association for determination by the passing of a Members' Resolution or an Associate Members' Resolution or (subject to the Act) a decision of the Membership Committee, a Committee or a Sub-Committee, the management of the ICC shall be vested in the Board of Directors.

3.2 **The Chairperson and Deputy Chairperson**

- (A) The Chairperson (who must be either a current or former Director) shall be elected by the Board of Directors every two years. During his/her term of appointment, the Chairperson is not permitted to hold any office under, or perform any executive or operational duties for any Member or any state, association or member (or similar) of any Member.
- (B) The Board of Directors shall elect the Chairperson in accordance with a process that is agreed by the Board of Directors and a secret ballot overseen and adjudicated by an appropriate independent third party duly appointed by the Board of Directors.
- (C) As soon as reasonably practical following the election of the Chairperson, the Board of Directors shall appoint a current Director to be deputy chairperson of the ICC ("**Deputy Chairperson**") for the remaining duration of the Chairperson's term in accordance with a process that is agreed by the Board

of Directors. In the event that the Chairperson is unable, for any reason, to fulfil or continue to fulfil his/her duties on a temporary basis, then the Deputy Chairperson shall assume such duties until the Chairperson is able to resume his/her duties.

- (D) In the event that the Chairperson is unable, for any reason, to fulfil or continue to fulfil his/her duties on a permanent basis, or resigns his/her position with immediate effect, then:
 - (i) the Deputy Chairperson shall assume such duties on a temporary basis; and
 - (ii) the Board of Directors shall nominate and elect a new Chairperson in accordance with this Article 3.2. For the avoidance of doubt, such new Chairperson shall be appointed for a new two-year period (rather than for the remainder of the two-year term of the previous Chairperson).
- (E) The Deputy Chairperson shall not have an extra vote at meetings of the Board of Directors by virtue of his/her appointment as Deputy Chairperson.
- (F) A Chairperson may be re-elected by the Board of Directors, subject to a maximum aggregate term of six years (whether such maximum term is served consecutively or otherwise).
- (G) In addition to any other responsibilities given to him/her under these Articles of Association, the Chairperson shall:
 - (i) chair all Annual General Meetings, Special Meetings, and meetings of the Board of Directors;
 - (ii) supervise the Chief Executive's performance, implementation of the ICC's strategic plan and key initiatives and remuneration;
 - (iii) represent the interests of the ICC publicly and establish strong relationships with Members;
 - (iv) present the annual report of the ICC's activities to the Annual General Meeting; and
 - (v) initiate or respond to such matters as he/she considers to be in the best interests of Cricket and/or the ICC.
- (H) The Chairperson acting alone shall have the power to bind the ICC in respect of matters that are properly within the purpose and objects of the ICC.

3.3 The Chief Executive

- (A) The Chief Executive shall be appointed by the Board of Directors for such term as it considers appropriate and the Board of Directors shall have the authority to control the exercise of the ICC's rights to terminate any such agreement.
- (B) Subject to the Act, the Chairperson shall have authority to execute any agreement under which the Chief Executive is appointed.
- (C) Subject to the Act, the Chief Executive shall exercise such powers and perform such duties as may be approved from time to time by the Board of Directors on behalf of the ICC or as may be designated in his/her terms and conditions of employment.
- (D) In the event that the Chief Executive is unable, for any reason, to fulfil or continue to fulfil his/her duties on a temporary basis, then the Board of Directors shall appoint an acting Chief Executive to assume such duties until the Chief Executive is able to resume his/her duties.
- (E) In the event that the Chief Executive is unable, for any reason, to fulfil or continue to fulfil his/her duties on a permanent basis, then:
 - (i) the Board of Directors shall appoint an acting Chief Executive to assume such duties on a temporary basis; and
 - (ii) the Board of Directors shall appoint a new Chief Executive in accordance with this Article 3.3.
- (F) In addition to any other responsibilities given to him/her under these Articles of Association, the Chief Executive shall:
 - (i) act as Chief Executive of the ICC and, in such capacity, attend all Meetings and all meetings of the Board of Directors;
 - (ii) be an *ex officio* member of and attend meetings of all Committees;
 - (iii) be responsible for developing and implementing the strategy of the ICC through the activities of the ICC's central and regional staff and consultants;
 - (iv) be responsible for the maintenance of proper books of account showing all monies and funds received by the ICC and the disbursement of all expenses by the ICC, and for the preparation of accounts of the ICC in respect of each financial year;

- (v) be responsible for preparing an annual operational budget showing the level of funds necessary to enable the ICC to carry out its operational functions in each financial year;
 - (vi) with the Chairperson, represent the interests of the ICC publicly and establish strong relationships with Members; and
 - (vii) be responsible for bringing all appropriate business to the attention of the Members or the Board of Directors (as applicable).
- (G) Subject to the Act, the Chief Executive acting alone shall have the power to bind the ICC in respect of matters that are properly within the purpose and objects of the ICC and the power to delegate such authority to other members of ICC Management.

4 BOARD OF DIRECTORS

4.1 Role of the Board of Directors

The role of the Board of Directors is to:

- (A) set the strategic vision, plan, objectives and priorities of the ICC;
- (B) appoint the Chairperson, the Deputy Chairperson and Chief Executive in accordance with Articles 3.2 and 3.3;
- (C) provide guidance and direction to the Chief Executive, ICC Management and Committees in respect of important operational matters arising in the course of the implementation of the strategic plan;
- (D) make decisions in respect of important operational matters arising in the course of the implementation of the strategic plan;
- (E) determine and approve the operational costs and the policy for managing reserves of the ICC from time to time;
- (F) determine the remuneration (if any) and daily allowances to be paid to Directors, based on the recommendations of the Committee responsible for human resources and remuneration issues;
- (G) appoint and set the terms of reference for each Committee, appoint the members of each Committee and consider reports from each Committee;
- (H) identify and put in place strategies to control risk for the ICC; and

- (l) identify, foster and promote the values and standards of the ICC.

4.2 Appointment of Directors

- (A) An individual may only be appointed or elected as a member of the Board of Directors of the ICC if he/she does not currently hold a position of employment with a Member and (in the opinion of the Board of Directors) his/her appointment or election will not reflect badly on or bring the ICC into disrepute, and if he/she meets any further objective and non-discriminatory criteria specified by the Board of Directors (collectively, the “**Director Eligibility Criteria**”). Any dispute as to whether an individual meets the Director Eligibility Criteria shall be determined by the Dispute Resolution Committee.
- (B) Each Full Member shall be entitled to appoint an individual who meets the Director Eligibility Criteria as a member of the Board of Directors, and any individual so appointed shall be a Director (a “**Full Member Director**”). A Full Member may remove the Full Member Director it has appointed and appoint a different individual in his/her place. Any such appointment shall be effected by the provision to the Chief Executive of each of the following: (i) notice in writing signed by a duly authorised representative of that Full Member; (ii) a copy of the relevant documentation to evidence that such appointment has been made in accordance with the constitution of the Full Member; and (iii) a completed acceptance letter signed by the appointed Director (together with any “know your client” information and documentation required by the registered agent of the ICC).
- (C) The Voting Associate Members together with the Regional Representatives shall be entitled to elect three individuals who meet the Director Eligibility Criteria as members of the Board of Directors, and each individual so elected shall be a Director (each, an “**Associate Member Director**”). The process for carrying out the election must be set out in the terms of reference for the Associate Members’ Meeting and must ensure that at least one of the Associate Member Directors elected represents an Associate Member listed in the top 20 places on the Associate Member Performance Measure at the time of his/her election. Any such election shall be effected by the provision to the Chief Executive of: (i) a copy of the relevant documentation to evidence that such election has been properly conducted; and (ii) a completed acceptance letter signed by the elected Director (together with any “know your client” information and documentation required by the registered agent of the ICC).
- (D) Subject to Article 4.11, an Associate Member Director shall serve a fixed term of two years, irrespective of (i) any change made to the ranking of Members in

the Associate Member Performance Management System from time to time; or
(ii) whether such individual ceases to be a representative of an Associate Member during that two-year period.

4.3 **Alternate Directors for Full Member Directors**

Each Full Member Director may at any time appoint an individual who meets the Director Eligibility Criteria to act as alternate Director when the Full Member Director is unavailable. Such alternate Director shall be entitled to receive notices of meetings of the Board of Directors. Where the Full Member Director for whom he/she shall act as alternate Director is unavailable for meetings, the alternate Director shall be entitled to attend such meetings of the Board of Directors, vote and be counted for the purpose of a quorum at any such meeting, and to perform all functions as a Director in the absence of the relevant Full Member Director. The appointment of an alternate Director may be terminated by the Full Member Director that appointed him/her by notice to the ICC and another individual may be appointed in his/her place. Any such appointment shall be effected by the provision to the Chief Executive of each of the following: (i) notice in writing signed by the Full Member Director; and (ii) a completed acceptance letter signed by the appointed alternate Director (together with any "know your client" information and documentation required by the registered agent of the ICC).

4.4 **Alternate Directors for Associate Member Directors**

- (A) Each Associate Member Director may at any time appoint an individual who meets the Director Eligibility Criteria to act as alternate Director when the Associate Member Director is unavailable, provided such alternate Director is also approved in accordance with the Terms of Reference of the Associate Members' Meeting.
- (B) Any such alternate Director shall be entitled to receive notices of meetings of the Board of Directors. Where the Associate Member Director for whom he/she shall act as alternate Director is unavailable for such meetings, the alternate Director shall be entitled to attend such meetings, vote and be counted for the purpose of a quorum at such meetings, and to perform all functions as a Director in the absence of the relevant Associate Member Director. Such alternate Director may be removed from office by the Associate Member Director that appointed him/her by notice to the ICC and another individual may be appointed in his/her place provided such alternate Director is also approved in accordance with the Terms of Reference of the Associate Members' Meeting. Any such appointment of an alternate Director shall be effected by the provision to the Chief Executive of: (i) a copy of the relevant documentation to evidence that such appointment has been approved by the passing of a valid

and binding Associate Members' Resolution; (ii) notice in writing signed by the Associate Member Director appointing the alternate director; and (iii) a completed acceptance letter signed by the appointed alternate Director (together with any "know your client" information and documentation required by the registered agent of the ICC).

- (C) No individual shall be eligible for appointment as an alternate Director of an Associate Member Director unless he/she is the representative of an Associate Member, and no Associate Member may have more than one representative in office as an Associate Member Director or an alternate Director at any one time unless the Associate Members decide otherwise by passing an Associate Members' Resolution.

4.5 The Independent Director

- (A) The Board of Directors shall elect one individual who must be a female and who must meet the Director Eligibility Criteria to ensure that equality, diversity and inclusivity interests in the sport of Cricket are appropriately represented from time to time, and such individual so elected shall be a Director (the "**Independent Director**"). The Independent Director will be elected by the Board of Directors from a list of at least three recommendations provided by the Nominations Committee. The Independent Director shall serve a two year term and shall be eligible for re-election at the end of that term provided she has not served more than three consecutive terms.
- (B) The appointment of the Independent Director shall be made by the passing of a resolution by the Board of Directors and the provision to the Chief Executive of a completed acceptance letter signed by the appointed Independent Director (together with any "know your client" information and documentation required by the registered agent of the ICC).
- (C) With the prior approval of the Board of Directors, the Independent Director may at any time appoint an individual who meets the Director Eligibility Criteria (from a list of recommendations provided by the Nominations Committee) to act as an alternate to the Independent Director. Such alternate Director shall be entitled to receive notices of meetings of the Board of Directors. Where the Independent Director is unable to attend such meetings, the alternate Director shall attend the meetings of the Board of Directors, vote and be counted for the purpose of a quorum at any such meeting, and perform all functions as a Director in the absence of the Independent Director. The appointment of such alternate Director may be terminated by the Board of Directors or by the Independent Director by written notice and another individual from the list of

recommendations provided by the Nominations Committee may be appointed in her place in accordance with this Article. Any such appointment of an alternate Director to the Independent Director shall be effected by the provision to the Chief Executive of: (i) a copy of the relevant documentation to evidence that such appointment has been approved by the passing of a valid and binding resolution of the Board of Directors; (ii) notice in writing signed by the Independent Director appointing the alternate director; and (iii) a completed acceptance letter signed by the alternate Director (together with any “know your client” information and documentation required by the registered agent of the ICC).

- (D) If the Independent Director is removed or resigns pursuant to Article 4, a new Independent Director shall be appointed according to the process set out in Articles 4.5(A) and 4.5(B).

4.6 **Composition of the Board of Directors**

- (A) The Board of Directors shall be composed of the following:
 - (i) the Chairperson;
 - (ii) the Chief Executive;
 - (iii) the Full Member Directors;
 - (iv) the Associate Member Directors;
 - (v) the Independent Director.
- (B) The Chief Executive shall be an *ex officio* member of the Board of Directors and does not have any right to vote at meetings of the Board of Directors.
- (C) All other members of the Board of Directors – the Chairperson, the Full Member Directors, the Associate Member Directors and the Independent Director - shall have an equal right to vote at meetings of the Board of Directors.
- (D) The Chairperson shall take the chair at all meetings of the Board of Directors at which he/she is present. In the absence of the Chairperson, the Deputy Chairperson shall chair that meeting. If the Deputy Chairperson is also not available to chair that meeting, the members of the Board of Directors present at a Board of Directors meeting shall choose one of their number to chair that meeting.

- (E) The Chairperson may from time to time invite any person to attend meetings of the Board of Directors. For the avoidance of doubt, any such individual shall not have any right to vote at meetings of the Board of Directors.

4.7 **Obligations on all Directors**

- (A) Each Director and each alternate Director must at all times:
 - (i) respect and further the objects of the ICC set out in clause 5 of the Memorandum of Association;
 - (ii) comply in all respects with each provision of the Memorandum of Association and/or these Articles of Association, each decision of the Board of Directors, each Members' Resolution that is passed, and each Regulation;
 - (iii) comply with the Code of Ethics;
 - (iv) not engage in any act of dishonesty, gross misconduct, or wilful neglect of duty; and
 - (v) not do anything (by act or omission) that brings Cricket or the ICC into disrepute or is contrary to the best interests of Cricket or the ICC.
- (B) During his/her term of office, no Director may be a full-time or part-time employee or paid consultant of any Member or any state, association or member (or similar) of any Member. However, he/she may sit on the board of directors of any of those entities.

4.8 **Meetings of the Board of Directors**

- (A) The Board of Directors may meet for the dispatch of business, adjourn and (subject as provided in these Articles) otherwise regulate its meetings as it shall think fit.
- (B) The Board of Directors shall meet on a quarterly basis and at such other times as may be required by the Chairperson in consultation with the members of the Board of Directors.
- (C) A Director may take part in meetings of the Board of Directors by tele-conference and shall be treated as present in person at any such meeting without that Director being in the physical presence of any other Director or Directors; provided that all Directors participating in such meeting are thereby enabled to hear and be heard by each other. Such Director shall be counted

in the quorum of the meeting and, if he/she is entitled to vote, may exercise his/her vote.

- (D) A meeting of the Board of Directors shall be quorate if the total number of Full Member Directors and Associate Member Directors present at that meeting is at least equal to two-thirds of the total number of Full Member Directors and Associate Member Directors.

4.9 **Voting at meetings of the Board of Directors**

- (A) Any decision to be made by the Board of Directors shall be decided on a show of hands by the Voting Board Members present at the meeting (one vote each) unless two or more Voting Board Members present at the meeting request a secret ballot for the voting on a particular Resolution of Directors (in which case a secret ballot shall be held).
- (B) Any resolution proposed at a meeting of the Board of Directors shall be deemed to have been passed if at least two-thirds of the Voting Board Members present and voting at the meeting have cast their vote in favour of the resolution.
- (C) The chairperson of the meeting shall declare the result of any decision, and an entry to that effect and of any written Resolution of Directors shall be made in the minute book of the Board of Directors. Such entry shall be conclusive evidence of the decision made by the Board of Directors.

4.10 **Declaration of conflicts of interest**

- (A) A Director who has a direct or indirect interest in any transaction, contract, arrangement or agreement with the ICC or any matter under consideration by the Board of Directors shall declare the nature of his/her interest at a meeting of the Board of Directors and comply with any additional obligations in the Code of Ethics.
- (B) Subject to compliance with the obligations in the Code of Ethics, and provided that he/she has disclosed such interest, a Voting Board Member shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the ICC or any matter under consideration by the Board of Directors in which he/she has a direct or indirect interest, and he/she shall be taken into account in ascertaining whether a quorum is present.
- (C) For the purpose of this Article 4.10, an interest of a person who is connected with a member of the Board of Directors shall be treated as an interest of that member of the Board of Directors. .

4.11 **Vacation of office**

- (A) Any Director shall automatically cease to be a Director if:
- (i) he/she becomes prohibited by any law applicable to him/her from being a director;
 - (ii) he/she becomes insolvent or bankrupt or makes any arrangement or composition with his/her creditors generally;
 - (iii) he/she is, or may be, suffering from mental disorder and either:
 - (1) he/she is admitted to hospital in pursuance of an application for admission for treatment relating to mental disorder; or
 - (2) an order is made by a court having jurisdiction in matters concerning mental disorder for his/her detention or for the appointment of a liquidator, administrator, receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs;
 - (iv) he/she resigns his/her office by written notice to the Chairperson (or to the Chief Executive, in the event that it is the Chairperson who is resigning his/her office);
 - (v) he/she is convicted of any criminal offence in any jurisdiction (other than an offence which is, in the opinion of the Board of Directors, a minor offence); or
 - (vi) (subject to the provisions and procedures set out in the Code of Ethics) the Board of Directors, in its reasonable opinion, determines that he/she has failed to comply with his/her fiduciary duties or any of his/her obligations set out in Article 4.7(A), and passes a Resolution of Directors to remove him/her from the Board of Directors.
- (B) The office of any Director who ceases to be a Director for whatever reason shall be filled:
- (i) in the case of the Chairperson, in accordance with the process set out in Article 3.2(D);
 - (ii) in the case of the Chief Executive, in accordance with the process set out in Article 3.3(E);

- (iii) in the case of a Full Member Director, by the Full Member that nominated the vacating Director, in accordance with the process set out in Article 4.2;
- (iv) in the case of an Associate Member Director, by that director's alternate Director pursuant to Article 4.4(A) or, in the absence of such alternate Director, by another Associate Member Director appointed in accordance with the process set out in Article 4.2; and
- (v) in the case of the Independent Director, in accordance with the process set out in Article 4.5(D).

5 COMMITTEES

- (A) The Board of Directors may designate one or more committees of Directors (each a "**Committee**"), each consisting of one or more Directors, for whatever purposes it determines necessary. The Board of Directors will also approve the appointment of all Committee members.
- (B) Subject to the Act, each Committee has such powers and authorities as may be approved by the Board of Directors in the terms of reference of the relevant Committee, including to appoint a Sub-Committee (each, a "**Sub-Committee**").
- (C) The meetings and proceedings of each Committee and Sub-Committee will be governed by the terms of reference of each Committee or Sub-Committee meeting.
- (D) The Chairperson shall have the right to attend as an *ex officio* member of, but not to vote at, any meeting of any Committee or Sub-Committee.
- (E) The Chief Executive shall have the right to attend (or to nominate a member of ICC Management to attend on his/her behalf), but not to vote at, any meeting of any Committee or Sub-Committee.
- (F) Minutes shall be kept of all proceedings at meetings of Committees and Sub-Committees and summaries of any recommendations arising from those meetings will be provided to the Board of Directors at its next meeting.

6 MEETINGS OF MEMBERS

6.1 Convening of Annual General Meetings and Special Meetings

- (A) The Chief Executive shall convene by no later than 31 July in each year an annual general meeting of the ICC (each, an "**Annual General Meeting**"). The

Chief Executive shall provide written notice to the Members at least three months in advance of the date of the Annual General Meeting, and all Members shall be entitled to attend. The notice shall specify that the Annual General Meeting shall constitute the ICC's annual general meeting.

- (B) In addition to the Annual General Meeting, the Chief Executive shall convene a meeting of the Members (a "**Special Meeting**") if requested to do so by the Chairperson or if he/she receives a written request to do so by no less than five Full Members or by Members entitled to exercise at least 30 per cent of the voting rights in respect of the matter for which the Special Meeting is requested. The Chief Executive shall provide written notice to the Members at least seven days in advance of the Special Meeting (excluding the day on which it is served or deemed to be served and the day for which it is given).

6.2 **Convening of Associate Members' Meetings**

- (A) The Chief Executive may convene a meeting of the Associate Members (each, an "**Associate Members' Meeting**").
- (B) An Associate Members' Meeting will normally be held immediately prior to each Annual General Meeting. The Chief Executive shall not later than three months before the date of the Annual General Meeting notify in writing all Associate Members of the date when such Associate Members' Meeting will be held, and all Associate Members shall be entitled to attend.
- (C) Other Associate Members' Meetings may be convened by the Chief Executive if requested to do so by the Chairperson or if he/she receives a written request to do so by no less than 30 per cent (in aggregate) of Voting Associate Members. The Chief Executive shall convene such Associate Members' Meeting by providing three months' notice to each Associate Member, except when circumstances do not, in the opinion of the Chief Executive, permit such length of notice.

6.3 **Accidental Omission to give Notice**

The accidental omission to give notice of a Meeting or to send an agenda in connection with a Meeting, or the non-receipt of such notice or agenda by any Member or other person entitled to receive such notice or agenda, shall not invalidate the proceedings of the Meeting.

6.4 **Venue of Meetings**

Meetings shall take place at such venue as shall be designated by the Chairperson.

6.5 Business of an Annual General Meeting

- (A) The business of an Annual General Meeting shall be divided into two parts:
- (i) The first part of the business of an Annual General Meeting shall consist of the following ordinary business (as appropriate):
 - (1) the approval of the minutes of the previous Annual General Meeting or Special Meeting;
 - (2) the termination of membership of a Member under Article 2.11;
 - (3) the ratification of new Members appointed under Article 2.6 and the re-classification of Members under Article 2;
 - (4) the adoption of the annual report presented by the Chairperson;
 - (5) the receipt, consideration and approval of the report of the auditors;
 - (6) the adoption of the audited accounts of the ICC for the financial year (1 January – 31 December) just ended; and
 - (7) the appointment or re-appointment of auditors of the ICC.
 - (ii) The second part of the business of an Annual General Meeting shall consist of any other business that is properly before Annual General Meeting and that does not (in accordance with these Articles) fall within the competence of the Board of Directors or an Associate Members' Meeting to resolve.

6.6 Business of Special Meetings

The business of Special Meetings shall consist of such business as is properly before the meeting and that does not (in accordance with these Articles) fall within the competence of the Board of Directors or an Associate Members' Meeting to resolve.

6.7 Business of Associate Members' Meetings

The business of Associate Members' Meetings will be:

- (A) to discuss any matters that are of common interest to Associate Members;
- (B) to vote on any Associate Members' Resolutions;

- (C) to elect Associate Member Directors in accordance with Article 4.2(C);
- (D) to elect representatives to be appointed to the ICC's Chief Executives' Committee; and
- (E) to approve alternate Directors pursuant to Article 4.4.

6.8 Chairpersonship of Annual General Meeting and Special Meetings

The chairperson of each Annual General Meeting and Special Meeting shall be the Chairperson or, in his/her absence, the Deputy Chairperson, or in his/her absence, a person agreed by majority vote of the Members entitled to attend and vote at such Meeting, or (in the absence of such agreement) such person as the Chief Executive may nominate.

6.9 Chairpersonship of Associate Members' Meetings

In accordance with the terms of reference for the Associate Members' Meeting, the Associate Members shall elect one Associate Member Director to be the "**Chairperson of the Associate Members**" until another person is chosen by the Associate Members to replace him/her. During his/her term of appointment, the Chairperson of the Associate Members is not permitted to hold any office under, or perform any executive or operational duties for, any Member or any state, association or member (or similar) of any Member. The chairperson of each Associate Members' meeting shall be the Chairperson of the Associate Members or, in his/her absence, a person agreed by the Associate Members entitled to attend and vote at such Associate Members' Meeting, or (in the absence of such agreement) such person as the Chief Executive may nominate.

6.10 Notice of Business at any Meeting

- (A) Where a Members' Resolution relates to an item of ordinary business to be considered at an Annual General Meeting (as set out at Article 6.5(A)), provided that the Chairperson agrees to the item being considered at an Annual General Meeting, no formal notice shall be required to be given to the Members.
- (B) Where a Members' Resolution relates to an item of special business to be considered at an Annual General Meeting or a Special Meeting, then at least fourteen days of notice shall be given to the Members unless the Chairperson

(in his/her absolute discretion) considers that another notice period is appropriate.

- (C) In both cases, a Members' Resolution may be proposed for consideration provided that it has first been submitted to the Chief Executive at least forty-five (45) days before the relevant Meeting so as to afford the Board of Directors a reasonable opportunity to consider the proposed Members Resolution and it has the support of:
- (i) at least two Members who have raised the matter in writing with the Chairperson at least three months prior to the date of the Annual General Meeting or two months prior to the date of the Special Meeting (unless, in each case, the Chairperson (in his/her absolute discretion) considers another notice period is appropriate); or
 - (ii) the Chairperson and the Chief Executive.
- (D) Where an Associate Members' Resolution relates to an item of business to be considered at an Associate Members' Meeting, then at least fourteen days' notice shall be given to the Associate Members unless the Chairperson of the Associate Members (in his/her absolute discretion) considers that another notice period is appropriate. Such Associate Members' Resolution may be proposed for consideration provided that it has the support of:
- (i) at least two Associate Members who have raised the matter in writing with the Chairperson of the Associate Members at least two months prior to date of the Associate Members' Meeting (unless the Chairperson of the Associate Members (in his/her absolute discretion) considers another notice period is appropriate); or
 - (ii) the Chairperson and the Chief Executive.
- (E) An agenda setting out the proposed Members' Resolutions or Associate Members' Resolutions to be voted on at a Meeting, and any other matters to be discussed at that Meeting, shall be circulated in writing to the Members entitled to attend that Meeting.
- (F) The Chairperson (in the case of an Annual General Meeting or Special Meeting) or Chairperson of Associate Members (in the case of an Associate Members' Meeting) may refuse to accept a proposed Members' Resolution or Associate Members' Resolution (as applicable) in its entirety or refuse to accept it unless amended to the satisfaction of the chairperson of the relevant

Meeting, in the event that, in the sole opinion of the chairperson of the relevant Meeting, such resolution:

- (i) does not make it clear as a matter of substance and form that it is being proposed as a Members' Resolution or Associate Members' Resolution (as applicable);
- (ii) is not in a form that enables it conveniently to be proposed as a Members' Resolution or Associate Members' Resolution (as applicable);
- (iii) concerns any matter that does not (according to these Articles of Association) fall within the competence of the Meeting in question to resolve upon;
- (iv) is frivolous or without merit, brings Cricket or the ICC into disrepute, or is contrary to the best interests of Cricket or the ICC;
- (v) is *ultra vires* the objects of the ICC; and/or
- (vi) is or is likely to be illegal or unlawful in accordance with the laws of the British Virgin Islands or any relevant Cricket Playing Country, or its circulation or implementation would be or would be likely to be illegal or unlawful in accordance with the laws of any relevant Cricket Playing Country.

In such a case, the chairperson of the relevant Meeting shall give the two Members who raised the matter that led to the proposal of the Members' Resolution or Associate Members' Resolution (as applicable) a reasonable opportunity to amend and re-propose the same.

- (G) The decision of the chairperson of the relevant Meeting as to any matter falling within Article 6.10(F) shall be final and binding on all Members and not subject to challenge in any forum.

6.11 **Agendas for Meetings**

- (A) The Chief Executive shall circulate an agenda to each Member entitled to attend the relevant Meeting at least fourteen days prior to the date of the relevant Meeting unless the chairperson of the relevant Meeting considers (at his/her discretion) another notice period is more appropriate.

- (B) No amendments to any agenda shall be made after circulation of that agenda without the consent of the chairperson of the relevant Meeting (at his/her discretion).

6.12 Representation at Meetings

- (A) Unless otherwise agreed in advance by the chairperson of the relevant Meeting (at his/her absolute discretion):
 - (i) each Full Member shall be entitled to have up to two persons in attendance to represent it at any Annual General Meeting or Special Meeting;
 - (ii) each Voting Associate Member shall be entitled to have up to two persons in attendance to represent it at any Meeting;
 - (iii) each Non-Voting Associate Member shall be entitled to have one person in attendance to represent it at any Meeting;
 - (iv) each of the Chairperson, Chairperson of the Associate Members, Chief Executive, Independent Director and the Regional Representatives shall be entitled to attend at any Annual General Meeting or Special Meeting; and
 - (v) each of the Chairperson, Chairperson of the Associate Members, Chief Executive and the Regional Representatives shall be entitled to attend at the Associate Members' Meeting.
- (B) Each Full Member and Associate Member shall notify the chairperson of the relevant Meeting in writing of:
 - (i) the identity of the representatives of that Member at that Meeting; and
 - (ii) which representative shall have the right to vote on behalf of that Member (if such Member has the right to vote at that Meeting).

6.13 Proxy Voting

- (A) At any Meeting that a Member or Regional Representative is entitled to attend and vote at, that Member or Regional Representative shall be entitled to appoint a proxy to attend and to vote at that Meeting in his/her place.
- (B) A proxy shall be counted for the purpose of determining whether a quorum is present at that Meeting. A proxy shall only be validly appointed if the written

appointment of the proxy for the Meeting in question has been lodged with the chairperson of the relevant Meeting prior to that meeting and the appointment of the proxy is announced at that Meeting.

- (C) The instrument appointing the proxy must be signed and dated by a duly authorised representative of the Member or by the Regional Representative appointing the proxy and shall be in the following form (or in a form as near thereto as circumstances allow or as approved by the chairperson of the relevant Meeting):

"I, [] of [], being a fully authorised representative of [] or a Regional Representative from [], entitled to attend the [] meeting to be held on [] hereby appoint [] of [] to attend, and insofar as I have the right to vote at the said meeting at his/her discretion to vote in my place, at the said meeting or at any adjournment thereof."

6.14 Quorum at Meetings

- (A) An Annual General Meeting or Special Meeting is properly constituted if at the commencement of that Meeting, and at the time of each vote on each Members' Resolution, there is present in person or by proxy not less than half of the Full Members entitled to attend and vote at that Meeting.
- (B) An Associate Members' Meeting is properly constituted if at the commencement of that Meeting, and at the time of each vote on each Associate Members' Resolution, there is present in person or by proxy not less than half of the total number of Voting Associate Members and Regional Representatives entitled to attend and vote at that Meeting. (i.e. the number of Voting Associate Members and Regional Representatives entitled to vote and present at the meeting must at least be equal to: $\frac{1}{2}$ multiplied by the aggregate number of Voting Associate Members and Regional Representatives entitled to vote (rounding up to the nearest whole number)).

6.15 Voting at Meetings

- (A) All decisions taken in relation to any business at each Annual General Meeting and Special Meeting shall be in the form of a Members' Resolution, and all decisions taken in relation to any business at each Associate Members' Meeting shall be in the form of an Associate Members' Resolution. Any Members' Resolution shall, if passed, be binding on all Members. Any Associate Members' Resolution shall, if passed, be binding on all Associate Members.

- (B) Save where it is expressly stated in these Articles of Association that a Special Resolution is required, any decision reserved for the Members shall be determined by the passing or not passing of an Ordinary Resolution.
- (C) Any Members' Resolution shall be deemed to have been passed as follows:
- (i) the aggregate number of votes exercisable by the Full Members as a whole, and divided equally among the Full Members, shall be three times in number the aggregate number of votes exercisable by the Voting Associate Members and Regional Representatives as a whole, and each Voting Associate Member and Regional Representative shall have one vote, so as to ensure that, of the entire voting power capable of being exercised by all the Members at an Annual General Meeting or at a Special Meeting, 75 per cent thereof shall be divided among and be exercisable by the Full Members and 25 per cent thereof shall be divided among and be exercisable by the Associate Members; and
 - (ii) in the case of a Special Resolution, more than 75 per cent of the aggregate number of votes exercisable by Members present and voting at the meeting shall have been cast in favour of the Special Resolution (irrespective of whether or not all of the Members were actually present in person or by proxy); and
 - (iii) in the case of an Ordinary Resolution, more than 50 per cent of the aggregate number of votes exercisable by the Members present and voting at the meeting have been cast in favour of the Ordinary Resolution (irrespective of whether or not all of the Members were actually present in person or by proxy).
- (D) Any Associate Members' Resolution shall be deemed to have been passed if a simple majority of votes cast by the Voting Associate Members and Regional Representatives present and voting have been cast in favour of the Associate Members' Resolution.
- (E) Each vote by Members at Annual General Meetings and Special Meetings shall be by a show of hands (or by poll or such other method as may be determined appropriate by the Chairperson provided that the voting preferences are made available to all those present at such Annual General Meeting or Special Meeting), unless the Chairperson or 30 per cent or more of Full Members present either in person or by proxy at such Annual General Meeting or Special

Meeting request a secret ballot for the voting on a particular Members' Resolution (in which case a secret ballot shall be held).

- (F) For the purpose of voting at a Meeting, a Member shall be regarded as present if it is present through a proxy properly appointed and acting under Article 6.13.
- (G) The chairperson of a Meeting shall have no original vote unless he/she is also present at the Meeting in his/her capacity as the voting representative of a Member. The chairperson of the Meeting shall not have a casting vote.
- (H) None of the Chairperson, the Chief Executive and the Independent Director shall have a vote at any Annual General Meeting or Special Meeting.
- (I) None of the Chairperson, Chairperson of the Associate Members and Chief Executive shall have a vote at any Associate Members' Meeting.
- (J) Unless otherwise specified in the Special Resolution, any Special Resolution passed (including any Special Resolution that amends the Articles of Association) shall be deemed to be binding on all Members with effect from the conclusion of the Meeting at which such Special Resolution was passed, subject to any filing requirements of any relevant authority in the British Virgin Islands.

6.16 **Minutes of Meetings**

Minutes of proceedings at all Meetings will be taken by the secretary of the Meeting and a copy thereof will be circulated to all Members. The minutes of each Annual General Meeting and Special Meeting shall be approved or otherwise at the following Annual General Meeting or Special Meeting. The minutes of each Associate Members' Meeting shall be approved or otherwise at the following Associate Members' Meeting.

6.17 **Written Resolutions**

Any Members' Resolution or Associate Members' Resolution may be proposed in writing and passed by the relevant Members in the form of a written resolution at any time and without the need to convene the relevant Meeting in accordance with the relevant voting thresholds set out in Article 6.15(C) or (D), as applicable.

7 FINANCIAL YEAR

The financial year of the ICC shall run from 1 January to 31 December in each year.

8 REGULATIONS

Regulations may be made or amended from time to time by the Board of Directors or by any Committee, Sub-Committee or member of ICC Management to whom appropriate authority has been delegated by the Board of Directors. Regulations shall not be in conflict with the Memorandum of Association and/or the Articles of Association. Once made, Regulations shall be binding on all Members and Directors, as well as any other persons specified in the Regulations.

9 DISPUTES

(A) If any dispute arises concerning the interpretation of the Memorandum of Association or the Articles of Association, or the effect of any resolution of the Board of Directors or Members' Resolution or Associate Members' Resolution that has been passed, the Chairperson shall decide such dispute. The sole and exclusive right of appeal or challenge of any Member (or any Director) against any decision made by the Chairperson pursuant to this Article 9(A) is by way of an appeal to the Dispute Resolution Committee, which shall consider the matter in accordance with its terms of reference. If the subject matter of any dispute arising pursuant to this Article 9(A) relates specifically to the Chairperson, then he/she shall not make any decision and the matter shall instead be referred directly to the Dispute Resolution Committee for determination in accordance with its terms of reference.

(B) In the event of any other dispute arising, the Members and the ICC or any Associated Company or any director, committee member or officer thereof acknowledge and agree that the appropriate forum for such dispute shall be determined solely and exclusively by reference to and in accordance with the terms of reference of the Dispute Resolution Committee.

10 INDEMNITIES

Subject to the Act, every Director and every officer of the ICC from time to time shall to the maximum extent permitted by law be entitled to be indemnified out of any and all assets and funds available to the ICC that may lawfully be so applied against costs, charges, liens, expenses and liabilities incurred by him/her in the good faith execution and discharge of his/her duties or in relation thereto, or incurred by him/her in good faith in the purported discharge of his/her duties or in relation thereto, including in respect of any exercise, or failure to exercise, by him/her of any powers, discretions or

authorities, or the giving by him/her of any consents or making by him/her of any decisions pursuant to these Articles of Association, any Regulations, or any rules for the conduct of Meetings, Committees or Sub-Committees, and including any liability incurred by him/her in initiating, prosecuting or defending any proceedings, civil or criminal, that relate to anything done or omitted by him/her as a Director or officer (as applicable).

11 CONFIDENTIALITY

(A) Each Member shall keep the proceedings of all Meetings and all correspondence relating thereto (including the agenda, meeting papers and minutes of each Meeting) confidential and shall not disclose such information except:

- (i) strictly as required to perform its obligations under these Articles of Association;
- (ii) to its legal and financial advisers, auditors, banks and any agents and trustees of such banks, financial institutions or counterparties; or
- (iii) with the prior written consent of Chief Executive,

provided that in all cases the disclosing Member informs the recipient of the confidential nature of such information before disclosing the same to it and the disclosing Member is, at all times, responsible for the recipient's compliance with the confidentiality obligations set out in this Article 11.

(B) The provisions of Article 11(A) shall not apply to any information that:

- (i) comes into the public domain other than through the default or negligence of that Member; or
- (ii) that Member is required to disclose by law or by the rules of any governmental or other regulatory body including any applicable stock exchange or by a court or other authority of competent jurisdiction.

(C) Where appropriate and in the interest of transparency, the Chief Executive and/or the Chairperson shall arrange for a media announcement to be made following each Meeting in order to explain to the public the key decisions that have been made in any such Meeting.

(D) The Chief Executive shall also arrange for the annual report and audited financial statements for each year to be publicly available.

12 NON-DISCRIMINATION AND STANCE AGAINST RACISM

Neither the ICC nor any of its Members shall at any time offend, insult, humiliate, threaten, disparage, vilify or unlawfully discriminate against persons based on their race, religion, culture, colour, descent, gender, and/or national or ethnic origin.

13 THE SEAL

The Chief Executive shall provide for the safe custody of the common seal of the ICC. The common seal when affixed to any written instrument shall be witnessed by a Director or any other person so authorised from time to time by the Board of Directors.

14 CONTINUATION

The ICC may by Special Resolution continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws.

We, **HARNEYS CORPORATE SERVICES LIMITED**, registered agent of the ICC, of Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands in our capacity as registered agent to the ICC hereby apply for the disapplication of Division 1 of Part VI of Schedule 2 of the Act this [***] 2017.

HARNEYS CORPORATE SERVICES LIMITED
Registered Agent

Per:

For and on behalf of
Harneys Corporate Services Limited

APPENDIX 1 – FULL MEMBER DETAILS

Full Member	Relevant Company Name	Registered Company Office
Cricket Australia	Cricket Australia	60 Jolimont Street, Jolimont Victoria 3002, Australia
Bangladesh Cricket Board	Bangladesh Cricket Board	Sher-e-Bangla National Cricket Stadium, Mirpur, Dhaka 1216, Bangladesh
England and Wales Cricket Board	England and Wales Cricket Board Inc	Lord's Cricket Ground, London NW8 8QZ, United Kingdom
Board of Control for Cricket in India	Board of Control for Cricket in India	Cricket Centre, 2nd floor, Wankhede Stadium, D Road, Churchgate, Mumbai 400 020
New Zealand Cricket	New Zealand Cricket Inc	Calder Drive, Lincoln University, Lincoln, New Zealand
Pakistan Cricket Board	Pakistan Cricket Board	Gaddafi Stadium, Ferozpur Road, Lahore 54600, Pakistan
Cricket South Africa	Cricket South Africa	The Wanderers Club, 21 North Street, Illovo, Johannesburg 2196, South Africa
Sri Lanka Cricket	Sri Lanka Cricket	35 Maitland Place, Colombo 7, Sri Lanka
Cricket West Indies	Cricket West Indies Inc	Factory Road, St John's Antigua
Zimbabwe Cricket	Zimbabwe Cricket	28 Maiden Drive, Highlands, Harare, Zimbabwe