

**CONSTITUTION AND BYLAWS  
OF  
IQA SPORT, INC.**

(As Amended and Restated on December 15, 2018)

**Article I. Name and Exempt Status**

1.01 The name of the non-profit corporation shall be IQA Sport, Inc. (the “**Association**”).

1.02 The Association shall be exempt from taxation within the meaning of the Section 501(c)(3) of the Internal Revenue Code. The Association is not organized nor to be operated for profit. Any reference to the Association’s “constitution and bylaws,” shall be deemed to refer to this document (“**Bylaws**”).

**Article II. Purpose and Objectives**

**2.01 Purpose and Objectives.**

(a) The Association is the world governing body for the sport of quidditch and has been formed exclusively for the advancement of the sport of quidditch around the world. The Association is responsible for the governance and sustainability of the sport of quidditch and provides responsive and effective leadership to support the development of the sport of quidditch throughout the world. The Association endeavors to support gender equality across all sports and community and to promote equality and diversity in the National Governing Bodies (singularly “**NGB**” and collectively “**NGBs**”) across the world.

(b) The Association establishes the core rules of the sport of quidditch including basic gameplay requirements, standards for officiating and snitching the game, the specifications for equipment and facilities, and international executive regulations that must be applied to all domestic and international competitions. The Association also establishes the international rulebook for international competitions, that serves as a model implementation of a complete rulebook.

(c) The Association establishes the system and chooses the host site locations for international competitions for the sport of quidditch.

(d) The mission of the association is to lead and promote the sport of quidditch by holding international sporting events, supporting other quidditch groups, and by sharing quidditch and our values of gender equity and inclusivity with a broader audience.

(e) The Association promotes equality and operates to not discriminate against any individual by reason of race, color, national origin, religion, gender, sex, age, disability, citizenship status, ancestry, marital status, creed, genetic disposition or carrier status, sexual orientation, veteran status, familial status, or any characteristic protected by law.

2.02 **Powers.** The Association is a nonprofit corporation organized under the laws of the State of Delaware and shall have all of the powers, duties, authorizations and responsibilities as provided in the Delaware General Corporation Law.

2.03 **Conduct of Association Affairs.**

(a) The affairs of the Association shall at all times be conducted in a manner consistent with the purpose and objectives of the Association.

(b) The Association shall not carry on, other than as an insubstantial part of its activities, activities that are not in furtherance of its purposes.

**Article III. Principal Office, Registered Office and Registered Agent**

3.01 The Association's principal office will be at such location as the Board of Trustees ("**Board**") may determine from time to time. The Association may have such other offices as the Board may determine, and the Board may change the location of any office of the Association.

3.02 The Association will maintain such offices as deemed necessary by the Board.

**Article IV. Membership**

4.01 **Board Authority.** The Board has the power to elect properly qualified organizations to membership in each of the categories of membership listed in this Article, to transfer a member organization from one membership category to another and to terminate a member organization's membership. The Board shall specify the date upon which the rights and duties of new and/or transferred members shall become effective. If no date is specified, such rights and duties shall become effective immediately.

4.02 **Requirements for Membership.** Organizations eligible for membership shall be limited to those that take an active part in the administration of the sport of quidditch. Any organization seeking membership in the Association shall specify the requested category of membership sought and comply with this Article.

4.03 **Applications for Membership.** An organization that desires to become a member of the Association, or that desires to transfer membership from one membership category to another, shall apply in writing to the Association through the Secretary of the Association. Applications made under this Article shall be of sufficient detail to demonstrate that the applicant meets the criteria for membership in the category for which application is made. Prior to action by the Board on application for membership, the Secretary shall submit a written report with recommendations to the Board setting forth the facts that relate to the proposed action. If no written report is provided to the Board, the Board shall review the application and submitted materials. Once the Board has reviewed the application and submitted materials, the Board shall vote on the application and determine by majority vote of the present Trustees whether to accept the application of the organization. An organization requesting membership in the Association will not be accepted until all initiation fees, dues, and assessments have been paid to the Association.

**4.04 Categories of Membership.** The following are the categories of membership of the Association:

(a) **Full Member.** A full member is an NGB that has: 1) the organization represents a country recognized by the International Olympic Committee and/or Global Association of International Sports Federations; 2) a minimum number of teams or members as set by the Board from time to time; 3) a governing body that is a legal entity, or will become a legal entity within twelve (12) months of becoming a full member; and 4) a process for determining a champion. An organization not otherwise meeting this definition may petition the Board in writing in accordance with these Bylaws to be considered for membership as a full member. Also, an organization not otherwise meeting this definition, but who is a founding member of the Association may be considered a full member.

(b) **Associate Member.** The Board may accept other individual(s) or organization(s) as an associate member that do not otherwise meet any other category of membership.

#### **4.05 Responsibilities of Members of the Association**

(a) Every member of the Association by virtue of its membership in this Association is obligated to abide by the Bylaws with respect to its rights, duties, privileges, and immunities conferred by them. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

(b) No member shall interfere with the elected officers of the Association in the performance of their duties, and each member shall, when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with the individual rights of members.

(c) No member shall be permitted at any Association meeting or assembly to engage in any conduct to the detriment of the Association.

(d) Every member shall follow the rules of order at all meetings of the Association.

(e) Membership in this Association shall not vest any member thereof with the right, title or interest in or to the funds, property or other assets belonging to the Association.

(f) No resignation from membership shall affect any such member's obligation for dues, fees, assessments, fines, and/or obligations incurred prior to such resignation.

(g) A member shall lose its good standing membership in the Association by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws, by non-payment of dues, fees, assessments, and/or obligations, or indebtedness to the Association. Payment of dues, fees, assessments, fines, and/or obligations to an officer shall be deemed payment to the Association.

(h) A member in a suspended status because of its failure to pay its dues, fees, assessments, and/or obligations as required by these Bylaws and not suspended or expelled from membership pursuant to disciplinary action, may reinstate its good standing for the purpose of attending Association meetings, voting at elections, and receiving the benefits of membership in the Association by the payment of all delinquent dues and other financial obligations including interest fees prior to such meeting and election.

(i) A member shall adopt a code of conduct for its employees, members, board of directors, officers, officials, volunteers and athletes.

(j) A member shall cooperate with the Association in preventing the unauthorized use of the names, marks, and intellectual property of the Association.

(k) A member shall establish written procedures approved by the Association to fairly select athletes and team officials for competition and timely disseminate such procedures to athletes and team officials.

(l) A member shall comply with the anti-doping policies of the Association.

(m) A member shall be financially and operationally transparent and accountable to its members and the Association.

(n) A member shall satisfy such other requirements as are set forth by the Association.

#### 4.06 **Rights of Members**

(a) **Rights of Full Members.** Subject to reasonable application and subject to the right to impose broad disciplinary limitation on the membership, no provision of the Bylaws, or action by the Association or its officers shall be administered in such a way as to deprive individual members of the following rights:

(1) The right to nominate candidates or vote in elections or referendums of the Association;

(2) When voting matters relating to the Association, each member has right to one single vote.

(3) The right to attend membership meetings and the Assembly and to participate in the deliberations and voting upon the business of such meetings; and

(4) The right to meet and assemble freely with other members and to express any views, arguments, or opinions and to express at meetings views upon candidates in an election of the Association or upon any business properly before the meeting, subject to the organization's established and reasonable rules.

(b) **Rights of Associate Members.** Associate Members shall have the following rights:

(1) Associate Members shall have no right to nominate or elect candidates or vote on Association matters; and

(2) The right to attend membership meetings and the Assembly, if invited by the Board.

#### 4.07 **Matters Affecting Full Members of the Association.**

(a) Each member of the Association shall have the right to fair treatment in the application of the Association rules and law in accordance with these Bylaws. In applying the rules and procedures relating to the Association discipline and/or suspension or expulsion of membership in the Association, the member is entitled to receive written notice of the Association's action and the opportunity to appeal any decision made by the Association. The written notice shall provide sufficient detail to inform the accused member of the accusations set forth against it, including where possible, dates and places. Any accusations made may be amended or supplemented provided that the accused member shall receive additional notice of such amended and supplemental accusations.

(b) Every member charged with a violation of these Bylaws and/or suspension or termination of membership in the Association shall be afforded an opportunity to submit a written appeal (including all necessary evidence) to the Board of the Association within twenty (20) calendar days of receipt of written notice of the Association's action. In such written appeal, the accused member shall state whether they are requesting an oral hearing. Within thirty (30) calendar days after receipt of the member's appeal, the Board will inform the member in writing whether an oral hearing is necessary. If an oral hearing is necessary, in the sole discretion of the Board, the accused member may provide for a court reporter to record the proceedings with such costs borne solely on the accused member and the accused member agrees to provide a copy of the transcript to the Association at no cost to the Association. The live or oral hearing shall be an evidentiary hearing with location determined by the Board. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused member and witnesses necessary in the case. If the Board does not believe a live or oral hearing is necessary, then the Board shall issue a decision within a reasonable time of the receipt of the member's written appeal.

(c) No member of the Association having a personal interest in the subject matter of the appeal (*i.e.*, involved in the dispute, the accused member, or an adverse interest to that of the accused member) shall sit on the hearing board or be involved (other than as a witness) in the appeal. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Board. A member alleged to be disqualified shall not vote on whether they are qualified to remain on the hearing panel. If the member charged or preferring the charges is a member of the Board, or if a member of the Board is unable to attend the hearing for any reason, then the Chair of the Association shall appoint an uninvolved member as a substitute. If the Chair of the Association is charged or is proffering the charges, or for any

reason is unable to attend the hearing, the remaining members of the Board shall appoint the substitute.

(d) The standard for any review shall be preponderance of the evidence.

(e) The accused member shall have the right, if an oral hearing is requested and approved, to present their own evidence, rebut testimony against them, present witnesses favorable to them and cross-examine adverse witnesses. Witnesses need not be members of the Association, but irrelevant or objectionable witnesses may be stricken or not allowed to testify by the Board. The hearing shall be open to other members, subject to the discretion of the Board in maintaining order and in excluding witnesses when expected to testify.

(f) A copy of all documents in the proceeding shall be kept available at the Association's principal office.

(g) If a live or oral hearing is approved by the Board of Trustees, additional hearing procedures will be provided to the accused member at the time in which the Board provides its decision to provide for an oral hearing. Such procedures are for the purposes of providing the parties with a framework for the hearing and to allow for the hearing to move smoothly.

**4.08 Matters Affecting Associate Members of the Association.** Associate Members may have their membership suspended, revoked, and/or terminated, with or without cause, at the sole and ultimate discretion of the Board of Trustees. A terminated, suspended, or revoked Associate Member shall have no right to be heard or have a hearing before the Board or any other body, court, or tribunal. All decisions of the Board relating to the membership of an Associate Member in the Association are final.

**4.09 Publication of Members.** The Association shall publish on its website a list of the Full Members and Associate Members.

## **Article V.    Board of Trustees**

**5.01 Management of the Association.** The affairs of the Association shall be managed by the Board. The Board may exercise all powers granted to the Association and perform all lawful acts required by the affairs of the Association, so long as the exercise of such powers and the doing of such acts are consistent with the Association's purposes. The Board shall have ultimate authority over the business, policies, affairs, and activities of the Association. The general powers of the Board include, but are not limited to: 1) hire, evaluate, terminate and set compensation for any staff; 2) admit new members, reclassify and terminate the members of members as provided in the Bylaws; 3) receive and review reports of any employees, committees, or task forces of the Association; 4) approve the hiring of any professionals including accountants, financial advisors, auditors, and lawyers; 5) maintain a culture of ethical behavior and compliance throughout the Association; 6) achieve transparency in the operations of the Association as is reasonably achievable; 7) set the strategic plan, budget, and corporate performance measures; 8) monitor the financial reporting process and the legal and regulatory compliance program; 9) set policy on capital structure, financial strategies, borrowing commitments and long range financial planning;

10) monitor the Association's assets to ensure that they are properly protected; 11) ensure that the Board is properly structured and is capable of acting in case of an unforeseen corporate crisis; 12) conduct an annual review of the Association's performance and effectiveness and determine future actions required to achieve the Association's mission; 13) approve a strategic plan covering both the mid-term and long-term; 14) maintain documents confirming the achievements of the Association, athletes, and coaches, and records confirming anti-doping results, medical records, promotion of women, sport administration, communication, and marketing; and 15) take such other action as is customary for a board of directors of a corporation.

**5.02 Number, Tenure, and Qualifications.** The number of Trustees shall be no less than four (4) and no more than twelve (12). Each Trustee shall serve a period of three (3) years and such term may be renewed. Trustees shall serve staggered terms to balance continuity with new perspective. The Full Members of the Association in good standing shall nominate individuals serving for Full Members to serve as Trustees on the Board. The individuals obtaining the most votes from the membership shall be the Trustees of the Board. If there is a tie for any one (1) or more Board positions, then a run-off election shall be held to determine the remaining seats on the Board.

The Board shall have authority to appoint *ex officio* Trustees to aid the Board. Any *ex officio* Trustee is permitted to advise the Board, consider Board and Association business and matters, and attend Board meetings and conferences, subject to Board approval. However, any *ex officio* Trustee is not permitted to provide an official vote on Association matters and business.

### **5.03 Removing Trustees.**

(a) A meeting to consider removing a Trustee may be called and noticed following the procedures provided in the Bylaws for a special meeting of the membership no later than forty-five (45) days following the vote set forth in Section 5.03(a) above. The notice of the meeting will state that the issue of possibly removing the Trustee will be on the agenda.

(b) At the meeting, the Trustee may present evidence of why they should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the Association will consider possible arrangements for resolving the problems that are in the mutual interest of the Association and the Trustee.

(c) A Trustee may be removed by the two-thirds majority vote of Full Members. A Trustee shall be provided no later than three (3) days in advance of any removal proceeding the stated reason(s) for removal and any evidence or arguments in favor of removal.

**5.04 Vacancies.** Any vacancies occurring on the Board due to any reason, including death, disqualification, removal, and resignation, and any Trustee position to be filled by reason of an increase in the number of Trustees shall be by the Board until the next scheduled meeting of the Full Members. During the meeting of the Full Members, they shall vote to elect a new Trustee(s). If at any time there remains fewer Trustees than necessary to have a quorum, then vacancies on the Board shall be filled by a majority of the remaining Trustees.

5.05 **No Compensation.** Trustees shall not receive any stated salaries or other compensation for their service as Trustees.

5.06 **Loans to Trustees Prohibited.** The Association shall not make any loan to any Trustee.

5.07 **Location and Rules for Meetings.** A meeting of the Board, whether annual, regular, or special, may be held at any location provided for by the Board.

5.08 **Annual Meetings.** The annual meeting of the Board may be held with notice at such time and place as determined by the Board.

5.09 **Regular Meetings.** Regular meetings of the Board may be held with notice at such time and place as determined by the Board. Such meetings may be held telephonically, remotely, or by other available means.

5.10 **Special Meetings.** Special meetings of the Board may be called by or at the request of any two (2) Trustees and shall be held at such reasonable time and location as such Trustees may determine. Such meetings may be held telephonically, remotely, or by other available means.

5.11 **Notices.** Written notice of each special meetings of the Board shall be delivered to each Trustee at least three (3) days prior to the date of such meeting. The Trustees may expressly waive requirements of notice contained herein. Such written notice may be provided via email.

5.12 **Quorum.** A majority of the Trustees then serving shall constitute a quorum for the transaction of business. The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number of Trustees is required by law or by the Bylaws. The Trustees present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Trustees leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Trustees required for a quorum. If a quorum is never present at any time during a meeting, a majority of the Trustees present may adjourn and reconvene the meeting once without further notice. A Trustee present by proxy at a meeting shall not be counted toward a quorum.

5.13 **Duties of Trustees.** Trustees will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Association's best interest. In this context, the term "ordinary care" means the care that ordinary prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on Trustees, Trustees may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person that has been prepared or presented by a variety of persons, including officers and employees of the Association, legal counsel, certified public accountants, investment bankers, persons the Trustee reasonably believes possess professional expertise in the matter, or committees of which the Trustee is not a member. A Trustee is not relying in good faith if they have knowledge concerning a matter in question that renders reliance unwarranted.



#### 5.14 **Duty to Avoid Improper Distributions.**

(a) Trustees who vote for or assent to improper distributions of assets are jointly and severally liable to the Association for the value of improperly distributed assets, to the extent that, as a result of the improper distribution or distributions, the Association lacks sufficient assets to pay its debts, obligations and liabilities. Any distribution made when the Association is insolvent, other than in payment of corporate debts, or any distribution that would render the Association insolvent, is an improper distribution. A distribution made during liquidation without payment and discharge of or provision for payment and discharge of all known debts, obligations and liabilities is also improper. Trustees present at a Board meeting at which the improper action is taken are presumed to have assented, unless their dissent has been entered in the Minutes of the meeting or they dissent in writing. The written dissent must be filed with the secretary of the Association before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment.

(b) A Trustee is not liable if, in voting for or assenting to a distribution, the Trustee:

(1) Relied in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Association; legal counsel, certified public accountants, investment bankers, persons the Trustee reasonably believes possess professional expertise in the matter, or a committee of the Board of which the Trustee is not a member;

(2) While acting in good faith and with ordinary care, considers the Association's assets to be at least equal to their book value; or

(3) In determining whether the Association made adequate provision for paying, satisfying or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations.

(c) Trustees are protected from liability if, in exercising ordinary care, they acted in good faith and in reliance on the advice of an advisor for the Association.

(d) Trustees held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distributions knowing they were improper. Contribution is in proportion to the amount received by each such person.

**5.15 Delegating Duties.** The Board may select advisors who are investment counsel or trust companies, banks, investment advisors, or investment managers and delegate to them duties and responsibilities regarding the Association's investments, including, without limitation, full power to buy or otherwise acquire stocks, bonds, securities or other investments on the Association's behalf and to sell, transfer or otherwise dispose of the Association's assets and properties at a time and for a consideration that the advisor considers appropriate. The Trustees have no liability for actions taken or omitted by any such advisor if the Board acts in good faith and with ordinary care

in selecting such advisor. The Board may remove or replace any advisor at any time and without any cause whatsoever.

**5.16 Interested Trustees.** Any otherwise valid contract or other transaction between the Association and any of its Trustees (or any entity or other organization in which any Trustee is a managerial official, is a member, or has a financial interest) will be valid for all purposes notwithstanding the presence or participation of that Trustee at the meeting during which the contract or transaction was authorized. However, the foregoing applies only if one of the following criteria is satisfied: (1) the material facts as to the Trustee's relationship or interest, and as to the contract or transaction, are disclosed to or are known by the Board, and the Board of Trustees in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Trustees, even if the disinterested Trustees are less than a quorum; or (2) the contract or transaction is fair as to the Association as of the time it is authorized, approved, or ratified by the Board. An interested Trustee is to be counted in determining whether a quorum is present at a Board meeting authorizing the contract or transaction, but not in calculating the majority necessary to carry a vote of the Trustees.

**5.17 Actions of Board of Trustees.** The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of Trustees present and voting at a meeting at which a quorum is present is enough to constitute the act of the Board, unless the act of a greater number is required by law or by some other provision of the Bylaws. For purposes of determining the decision of the Board, a Trustee who is represented by proxy in a vote is considered present.

**5.18 Proxies.** A Trustee may vote in person or by proxy. All proxies must be in writing, must bear the signature of the Trustee giving the proxy, and must bear the date on which the proxy was executed by the Trustee. Proxy provided via email is acceptable and an e-signature will suffice as a proper signature. No proxy is valid after three months from the date of its execution.

**5.19 Meetings by Telephone and Transacting Business by Other Means.** Trustees of the Board or any members of a committee may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting for purposes of a quorum and voting.

**5.20 Executive Session.** At any meeting, it shall be the privilege of the Board to declare an executive session at which time all but Trustees shall retire from the meeting.

**5.21 Employees.** The Board may employ an executive director as the principal administrator of the affairs of the Association. The executive director shall be responsible to the Board for the performance of such managerial and administrative duties as shall be assigned by the Board. Subject to the approval of the Board, the executive director may employ such additional administrative personnel as are necessary to carry out the affairs of the Association.

## **Article VI. Committees**

**6.01 Establishing Committees.** The Board may adopt a resolution establishing one or more committees, delegating specified authority to a committee, and appointing or removing members of a committee. A committee will include two or more Trustees and may include persons who are not Trustees. If the Board delegates any of its management authority to a committee, the majority of the committee will consist of Trustees. The Board may also delegate to the Chair its power to appoint and remove members of a committee that has not been delegated any management authority of the Board. The Board may establish qualifications for membership on a committee.

Establishing a committee or delegating authority to it will not relieve the Board, or any individual Trustee, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- (a) Adopt a plan of merger or of consolidation with another Association;
- (b) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the Association's property and assets;
- (c) Adopt a plan for distributing the Association's assets;
- (d) Amend, alter, or repeal the Bylaws;
- (e) Elect, appoint, or remove a member of a committee or a Trustee or officer of the Association; or
- (f) Take any action outside the scope of authority delegated to it by the Board of Trustees.

**6.02 Term of Office.** Each committee member will continue to serve on the committee until the next annual Board meeting and until a successor is appointed. However, a committee member's term may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee will serve for the unexpired portion of the terminated committee member's term.

**6.03 Chair and Vice-Chair.** One member of each committee will be designated as the committee Chair. The Chair and Vice-Chair will be appointed by the Chair of the Association. The Chair will call and preside at all meetings of the committee.

**6.04 Notice of Meetings.** Written or printed notice of a committee meeting will be delivered to each member of a committee not less than three (3) nor more than thirty (30) days before the date of the meeting. The notice will state the place, day, and time of the meeting, and the purpose or purposes for which it is called.

**6.05 Quorum.** A quorum shall consist of at least twenty percent (20%) of the committee's members. The committee members present at a duly called or held meeting at which a quorum is

present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required for a quorum. If a quorum is never present at any time during a meeting, the Chair may adjourn and reconvene the meeting once without further notice.

**6.06 Actions of Committees.** Committees will try to take action by consensus. However, if a consensus is not available, the vote of a majority of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by the Bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

**6.07 Proxies.** A committee member may vote by proxy. All proxies must be in writing, must bear the signature of the committee member giving the proxy, and must bear the date on which the proxy was executed by the committee member. No proxy is valid after three months from the date of its execution.

**6.08 Compensation.** Committee members shall not receive salaries or other compensation for their services as committee members.

**6.09 Rules.** Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board.

## **Article VII. Officers**

**7.01 Officers.** The officers of the Association shall be a chair, a secretary, and such other officers as the Board of Trustees may determine from time to time to be necessary or appropriate, which may include, but are not necessarily limited to, a treasurer and one or more vice chair(s). The same person may hold any two (2) or more officerial positions except no one person can be both the chair and the secretary.

(a) **Chair.** The chair will supervise the Association's business and affairs and will preside at all meetings of the Board. The chair may execute any deeds, mortgages, bonds, contracts or other instruments that the Board authorizes to be executed. However, the chair may not execute instruments on the Association's behalf if this power is expressly delegated to another officer or agent of the Association by the Board, the Bylaws or statute. The chair will perform other duties prescribed by the Board and all duties incident to the office of chair. If at any time the Association has no treasurer, the chair will perform the duties of the treasurer.

(b) **Vice Chair.** When the chair is absent, is unable to act, or refuses to act, a vice chair, if any, will perform the duties of the chair. When a vice chair acts in place of the chair, the vice chair shall have all the powers of and be subject to all the restrictions upon the chair. A vice chair shall perform other duties as assigned by the Chair or the Board of Trustees.

(c) **Treasurer.** The treasurer, if any, shall:

- (1) Have charge and custody of, and be responsible for, all the Association's funds and securities;
- (2) Receive and give receipts for monies due and payable to the Association from any source;
- (3) Deposit all monies in the Association's name in banks, trust companies, or other depositories as the Bylaws provide or as the Board or Chair directs;
- (4) Write checks and disburse funds to discharge the Association's obligations; checks signed by the Treasurer shall require a second authorized signature, unless determined otherwise by the Board. The Board may delegate this to an authorized agent or staff member of the Association;
- (5) Maintain the Association's financial books and records;
- (6) Prepare financial reports at least as requested by the Board;
- (7) Perform other duties as assigned by the Chair or the Board;
- (8) If the Board requires, give a bond for faithfully discharging their duties in a sum and with a surety as determined by the Board; and
- (9) Perform all of the duties incident to the office of Treasurer.

(d) **Secretary.** The secretary shall:

- (1) Give all notices as provided in the Bylaws or as required by law;
- (2) Take minutes of the meetings of the Board and keep the minutes as part of the corporate records;
- (3) Maintain custody of the corporate records and seal;
- (4) Affix the corporate seal to all documents as authorized;
- (5) Maintain a register of the mailing address of each Trustee, officer, member, and employee of the Association;
- (6) Perform duties as assigned by the Chair or the Trustees; and
- (7) Perform all duties incident to the office of Secretary.

7.02 **Nominations and Elections.** The officers of the Association shall be nominated and elected by the majority vote of the then-existing Board.

7.03 **Terms of Office.** Each officer shall serve for a term of one (1) year and may be re-elected. New offices may be created and filled at any meeting of the Board.

7.04 **Removal.** The Board may remove any officer at any time, with or without cause, subject to the provisions of these Bylaws.

7.05 **Vacancies.** A vacancy in any office due to any reason, including death, resignation, removal or disqualification of an officer, may be filled by the Board for the remaining portion of the term.

7.06 **No Compensation.** Officers shall not receive any salaries or other compensation for their service as officers; however, officers shall be entitled to receive reimbursement from the Association for any and all expenditures made in conjunction with the business of the Association.

### **Article VIII. Assembly**

8.01 **Purpose and Attendance.** Once each year, in association with a regularly scheduled meeting of the Board, the Association shall hold an Assembly for the members. The purpose of the Assembly shall be to facilitate communication between and among the Association, the Board, and the Association's Full Members, Associate Members, and constituents. Representatives of all the Full Members and Associate Members may choose to attend the Assembly as well as such others as the Board determines may attend. The Board shall determine the parameters for attendance at the Assembly including, but not limited to, determining a limit on the number of attendees and the amount of any travel expenses to be paid by the Association, if any.

Trustees, Full Members, and/or Associate Members may participate in an Assembly by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time.

At the Assembly, Full Members in good standing are permitted to make motions for the consideration of the Board and vote on motions in an advisory capacity only. Any vote conducted by the Board on any motion shall be final; however, a three-fourths (3/4) majority of the Full Members in attendance may overrule the vote of the Board and call for a re-vote.

The notice required for an Assembly shall be on four (4) weeks' notice. Any such notice may be provided electronically.

A quorum for any such Assembly shall be one-third (1/3) of the Full Members.

8.02 **Development of Assembly Content and Format.** The Board or an employee or volunteer of the Association, on behalf of the Board, shall oversee and coordinate all operation aspects of the Assembly including the content of such meeting. The Board may appoint a committee to

address and provide content for the Assembly. The Board shall ultimately decide the time, place, and format of the Assembly.

**8.03 Information to Assembly Attendees.** The Board or an employee or volunteer of the Association, on behalf of the Board, may provide information to the attendees of the Assembly on the affairs of the Association, which may include information on the performance of the organization, the financial performance and well-being of the Association, preparations for events offered by the Association, achievement of the Association's mission, and actions taken, results achieved, and programs being implemented by the Association, or such other matters as are determined by the Board to be included.

**8.04 Special Assembly.** In addition to the regularly scheduled Assembly set forth above, a two-thirds majority of the Full Members may call a Special Assembly. Also, the Board may call a Special Assembly based on a majority vote of the Trustees. In the event of a Special Assembly, three (3) weeks' notice shall be required. Any such notice may be provided electronically.

### **Article IX. Books and Records**

**9.01 Required Books and Records.** The Association will keep correct and complete books and records of account. The books and records include:

- (a) A copy of all bylaws, including the Bylaws, and any amended versions or amendments to them;
- (b) Minutes of the proceedings of the Board and committees having any of the authority of the Board;
- (c) A list of the names and addresses of the Trustees, officers, members, and any committee members of the Association;
- (d) A financial statement showing the Association's assets, liabilities, and net worth at the end of the three (3) most recent fiscal years;
- (e) A financial statement showing the Association's income and expenses for the three (3) most recent fiscal years;
- (f) All rulings, letters, and other documents relating to the Association's federal, state, and local tax status; and
- (g) The Association's federal, state and local tax information or income tax returns for each of the Association's three most recent tax years.

**9.02 Inspection and Copying.** Any Trustee or officer of the Association may inspect and receive copies of all the corporate books and records required to be kept under the Bylaws. Such a person may, by written request, inspect or receive copies if they have a proper purpose related to their interest in the Association. They may do so through their attorney or other duly authorized

representative. The inspection may take place at a reasonable time, no later than forty-five (45) working days after the Association receives a proper written request. The Board may establish reasonable copying fees, which may cover the cost of materials and labor. The Association will provide requested copies of books or records no later than thirty (30) working days after receiving a proper written request.

9.03 **Location.** All books, records, and financial documents shall be kept at the principal office of the Association.

#### **Article X. Fiscal Year**

10.01 The fiscal year of the Association will begin on the first day of January and end on the last day of December in each year.

#### **Article XI. Indemnification**

11.01 **When Indemnification is Required, Permitted, and Prohibited.**

(a) The Association will indemnify a Trustee, officer, committee member, employee, volunteer, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of their actions or omissions within the scope of their official capacity in the Association. For the purposes of this Article XI, an agent includes one who is or was serving at the Association's request as a Trustee, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(b) The Association will indemnify a person only if they acted in good faith and reasonably believed that their conduct was in the Association's best interests. In case of a criminal proceeding, the person may be indemnified only if they had no reasonable cause to believe that the conduct was unlawful. The Association will not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit from the Association. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged by a court of competent jurisdiction and all appeals have been exhausted. Except as provided otherwise herein, termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.

(c) The Association will pay or reimburse expenses incurred by a Trustee, officer, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this Section 11.01, the Association may indemnify a Trustee, officer, committee member, employee or agent of the Association to the extent permitted by law. However, the Association will not indemnify any person in any situation in which indemnification is prohibited by Section 11.01(b) above.



(e) The Association may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in Section 11.03(c) below have been satisfied. Furthermore, the Association will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or if the person is alleged to have improperly received a personal benefit or committed willful or intentional misconduct.

**11.02 Extent and Nature of Indemnity.** The indemnity permitted under the Bylaws includes indemnity against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorneys' fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding, and the indemnification specifically excludes any judgments, penalties (including excise and similar taxes), fines, and settlements.

**11.03 Procedures Relating to Indemnification Payments.**

(a) Except as provided in Section 11.03(c) below, before the Association may pay any indemnification expenses (including attorneys' fees), the Association must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable. The Association may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of Trustees who, at the time of the vote, are not named defendants or respondents in the proceeding;

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Trustees, designated to act in the matter by a majority vote of all Trustees, consisting solely of two (2) or more Trustees who at the time of the vote are not named defendants or respondents in the proceeding;

(iii) Determination by special legal counsel selected by the Board by the same vote as provided in Section 11.03(a)(i) or (ii) above or if such a quorum cannot be obtained and such a committee cannot be established by a majority vote of all Trustees.

(b) The Association will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by Section 11.03(a)(iii) above governing selection of special legal counsel. A provision contained in a resolution of the Board that requires the indemnification permitted by Section 11.01 above constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under Section 11.03(a) above. In addition to this determination, the Association may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that they have met the standard of conduct necessary for indemnification under the Constitution and Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

## **Article XII. Notices**

**12.01 Notice by Mail, Fax or Electronic Means.** Any notice required or permitted by the Bylaws to be given to a Trustee, officer, member, or member of a committee of the Association may be given by mail or electronic means. If mailed, a notice is deemed delivered three (3) business days after it is deposited in the mail addressed to the person at their address as it appears on the corporate records, with postage prepaid. If given by fax, a notice is deemed delivered as of the date and time evidenced by written fax confirmation if sent to the person at their fax number as it appears on the corporate records. If given by electronic means, a notice is deemed delivered when forwarded to the person at their e-mail address as it appears in the corporate records. A person may change their address, fax number or e-mail address in the corporate records by giving notice of the change to the executive director or the Secretary of the Association, if there is no executive director, in accordance with any permitted method set out above.

**12.02 Signed Waiver of Notice.** Whenever any notice is required by law or the Bylaws, a written waiver signed (including e-signature) by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before, during, or after the time period during which the notice being waived would otherwise have been required to be given.

**12.03 Waiving Notice by Attendance.** A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

### **Article XIII. Special Procedures Concerning Meetings**

**13.01 Meeting by Telephone.** The Board, members, or any committee of the Association may hold a meeting by telephone conference call. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice; and a person's participation in a conference call meeting constitutes their presence at the meeting.

#### **13.02 Decision Without Meeting.**

(a) Action may be taken without a meeting when there are (including email and e-signature) written consents by the number of Trustees or committee members whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must be signed and bear the date of signature of the person signing it. A fax, electronic, or similar transmission (including emails) by a Trustee, member, or committee member, or a photographic, facsimile or similar reproduction of a signed writing will be treated as an original being signed by the Trustee or committee member.

(b) Consents must be delivered (including electronically) to the Association. A consent presented by fewer than all Trustees, members, or committee members is not effective to take the intended action unless the required number of consents are delivered to the Association within sixty (60) days after the date of the earliest dated consent delivered to the Association. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Association's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the proceedings of the meetings of the Trustees or committees are recorded. If the delivery is made to the Association's principal place of business, the consent must be addressed to the chair or principal executive officer.

(c) The Association will give prompt notice of the action taken to each Trustee or committee member, as applicable, who did not sign a consent. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that these written consent procedures were followed to authorize the action and filing.

**13.03 Proxy Voting.** To the extent permitted by the Bylaws, a person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. A proxy filed with the secretary of the Association or other designated officer remains in force until the first of the following occurs:

(a) an instrument revoking the proxy is delivered to the secretary or other designated officer;

- (b) the proxy authority expires under the proxy's terms; or
- (c) the proxy authority expires under the terms of the Bylaws.

#### **Article XIV. Dues and Initiation Fees**

14.01 The dues, initiation fees, reinstatement fees, and general or special assessments shall be established, increased, decreased, or levied by a majority vote of the Board. Such vote shall occur at the annual meeting of the Board and the dues, initiation fees, reinstatement fees, and general or special assessments shall be set for the following year at that time.

14.02 The Board may adopt reasonable rules and regulations as to the time, manner, and method to pay dues, initiation fees, reinstatement fees, and general or special assessments.

14.03 All funds, whether dues, initiation fees, reinstatement fees, general or special assessments, or otherwise, collected by the Association shall be held and used to fulfill the purposes authorized by the Association.

14.04 No member shall have a property right, title, or interest in any of the assets of the Association.

14.05 Any member that fails to pay dues, initiation fees, reinstatement fees, and general or special assessments within thirty (30) days of the date determined by the Board shall be subject to a late fee of ten percent (10%) per annum. Late fees will only be waived upon a showing of good cause.

#### **Article XV. Amendments**

15.01 **Constitution and Bylaws.** The Board may recommend amendment of the Bylaws to the membership after approval of the Board by majority vote. After the Board majority vote, the Full Members in good standing shall be permitted to vote on any amendment of the Bylaws and such amendment shall be approved by a two-thirds (2/3) majority vote of the Full Members in attendance. Such vote shall occur at any meeting duly called to consider such amendment.

The Full Members in good standing may recommend amendment of the Bylaws to the Board after approval of at least three (3) of the Full Members in good standing. Then the Board by majority vote shall vote in favor or against amendment. If the Board by majority vote recommends amendment of the Bylaws, then the Full Members in good standing shall be permitted to vote on any amendment of the Bylaws and such amendment shall be approved by a two-thirds (2/3) majority vote of the Full Members in attendance. Such vote shall occur at any meeting duly called to consider such amendment.

15.02 **Limitation of Power to Amend.** Notwithstanding anything to the contrary contained herein, no change shall be made in the Bylaws of the Association that will adversely affect its status as a non-profit corporation under the laws of the State of Delaware.

## **Article XVI. Irrevocable Dedication and Dissolution**

16.01 **Non-profit Purposes.** The property of the Association is irrevocably dedicated for non-profit purposes, and no part of the net income or assets of the Association shall inure to the benefit of private persons.

16.02 **Dissolution.** Upon the dissolution or winding up of the Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Association, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, as amended. The use and disposition on dissolution or winding up of real or personal property owned or used by the Association shall be limited to the purposes stated in the forgoing paragraph in such a manner as to satisfy the requirements of the laws governing the Association.

16.03 **Vote of Dissolution.** The Board may recommend dissolution of the Association to the membership after approval of the Board by two-thirds (2/3) majority vote. After the Board two-thirds (2/3) majority vote, the Full Members shall be permitted to vote on dissolution of the Association and such amendment shall be approved by a two-thirds (2/3) majority vote of the Full Members. Such vote shall occur any meeting duly called to consider dissolution.

## **Article XVII. Legal Expenses**

17.01 The Association is authorized to pay all expenses for investigating services, employment of all counsel, and other necessary expenditures in any cause, matter, or case(s) where an officer is charged with any violation or violations of any law or is sued in any civil actions (1) if a majority of the Board of Trustees in its sole discretion determines that said charges or lawsuits are (a) unfounded or (b) are politically motivated or (c) were filed in bad faith in an attempt to embarrass or destroy the Association or the Association officer or representative, (2) a majority of the Board in its sole discretion determines that the expenditures should be made.

17.02 The Association is authorized to pay all of the expenses for investigating services, employment of all counsel and other necessary expenditures in any cause, matter, case or cases when a member of this Association brings an action as a result of any matter arising out of their employment. In order for the Association to pay said expenditures, a majority of the Board of Trustees must determine that it is in the best interest of the Association to make said expenditures. The Board is authorized to contract with counsel for the Association who shall serve as general counsel, representing the Association in all legal matters, and shall be reimbursed for all reasonable expenditures on behalf of the business of the Association and shall receive such fees as the Board shall agree upon.

## **Article XVIII. Policies**

18.01 **Association Policies and Procedures.** The Association may create policies and procedures applicable to Full Members and Associates Members including, but not limited to, policies relating to anti-doping, playing and competition rules, ethical codes, and safe sport

initiatives designed to protect sexual and workplace harassment, abuse, assault, and misconduct. The Association may create any other policies necessary for conducting the business and affairs of the Association at the discretion of the Board.

**18.02 Anti-Doping Policies and Procedures.** The anti-doping policy of the Association shall apply the then-existing prohibited substances and prohibited methods lists created by the World Anti-Doping Agency (“**WADA**”). The Association may test athletes for prohibited substances and prohibited methods both in-competition and out-of-competition. The WADA prohibited substances and prohibited methods lists are not permitted to be challenged by an athlete or other person or entity including Full Members and Associate Members. An athlete found to have violated the Association’s anti-doping policy may appeal such decision, subject to the limitations above and herein, to arbitration conducted by JAMS as set forth in Section 19.11 and may appeal such decision to the Court of Arbitration for Sport (“**CAS**”). The decision of CAS shall be final.

**18.03 Code of Ethics.** The Association has the inherent power and duty to prescribe standards of conduct for Full Members and Associate Members, to determine what constitutes grounds for discipline of Full Members and Associate Members, to revoke membership, and determine breaches of the code of conduct and/or code of ethics of the Association.

#### **Article XIX. Miscellaneous Provisions**

**19.01 Legal Authorities Governing Construction of Constitution and Bylaws.** The Bylaws will be construed under Delaware law. All references in the Bylaws to statutes, regulations or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

**19.02 Legal Construction.** To the greatest extent possible, the Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit associations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the invalid, illegal or unenforceable provision.

**19.03 Depository.** The Board shall have the power to select one or more banks to act as depositories of the funds of the Association and to determine the manner of receiving, deposition and disbursing the funds of the Association.

**19.04 Disallowed Deductible Expenses.** Any payments made to any officer or employee of the Association such as salary, commission, rent, or entertainment expense incurred by them, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service shall be reimbursed by such officer or employee to the Association to the full extent of such disallowance.

**19.05 Signatures.** Facsimile and electronic signatures of an officer of the Association may be used whenever and as authorized by the Board. All official documents, deeds, checks or demands for money, notes, and any agreements shall be signed by the Chair of the Association or their

designee or such other officers as the Board may from time to time designate.

19.06 **Headings.** The headings, captions, and numbering system used in the Bylaws are for convenience and shall not be considered in construing the Bylaws.

19.07 **Number and Gender.** Unless the context clearly indicates otherwise, all singular words include the plural, and all plural words include the singular, to the extent necessary to give the terms defined and used their proper meaning. Unless the context clearly indicates otherwise, where appropriate in these Bylaws, the masculine shall include the feminine and the neuter, and vice versa, to the extent necessary to give the terms defined and used their proper meaning.

19.08 **Seal.** The Board may provide for a corporate seal.

19.09 **Power of Attorney.** A person may execute any instrument related to the Association by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records and approved by a majority of the Board.

19.10 **Parties Bound.** The Bylaws will bind and inure to the benefit of the Trustees, officers, committee members, Full Members, Associate Members, NGBs, employees, volunteers, and agents of the Association and their respective heirs, executors, administrators, legal representatives, successors and assigns except as the Bylaws otherwise provide.

19.11 **Dispute Resolution.** Unless another form of dispute resolution is expressly set forth herein, this Section shall apply to any dispute related to, arising out of, in accordance with, or in furtherance of these Bylaws. If a dispute is unable to be resolved informally by the parties or at mediation, the complaining party may file for arbitration relating to any controversy or claim arising out of or relating to this Agreement, or breach thereof, and such dispute shall be settled by arbitration administered by CAS applying CAS's then-existing rules of arbitration and expedited rules, if any and if applicable. The arbitration shall be conducted by a single arbitrator. The parties knowingly and voluntarily waive their right to request and have a jury trial.

19.12 **Global Association of International Sport Federations.** These Bylaws shall not be incompatible with or contradict with membership in the Global Association of International Sport Federations.